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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 94153026	NSW DAN:
vendor's agent	Fuse Property 56 Monaro Street Queanbeyan NSW 2620		Phone: 0423 967399 Fax:
co-agent			Ref: Zoe Stead
vendor	HEATH WILLIAM GEAPPEN 27 90 Derrima Road Queanbeyan NSW 2620		
vendor's solicitor	North Herring Lawyers Unit 2, 72 Monaro Street Queanbeyan NSW 2620		Phone: 02 6299 5566 Fax: Ref: 220123
date for completion	42 days after the contract date	(clause 15)	Email: ashlee@northherring.com.au
land	42/4 ROSS RD QUEANBEYAN NSW 2620 (Address, plan details and title reference)		
	LOT 42 IN STRATA PLAN 88028 42/SP88028		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Carspace x 2		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: Smoke detector, Split system air conditioner		
exclusions				
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
			Ref:	
price	\$		Email:	
deposit	\$		(10% of the price, unless otherwise stated)	
balance	\$			
contract date			(if not stated, the date this contract was made)	

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

vendor agrees to accept a **deposit-bond** (clause 3)

NO yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

PEXA

Electronic transaction (clause 30)

no YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

Tax information (the parties promise this is correct as far as each party is aware)

land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment* (residential withholding payment)

NO yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days* of the contract date.

GSTRW payment (GST residential withholding payment) – further details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: \$

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): \$

Amount must be paid: AT COMPLETION at another time (specify):

Is any of the consideration not expressed as an amount in money? NO yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
Swimming Pools Act 1992	Other
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

Bridge Strata
admin@bridgestrata.com.au

Level 1, 20c Monaro Street, Queanbeyan NSW 2620
02 6109 7700

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation (including areas in which residential premises have been identified as containing loose-fill asbestos insulation), contact NSW Fair Trading.

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
3. There is **NO COOLING OFF PERIOD**:
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *-serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*, or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*, and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

SPECIAL CONDITIONS

1. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

2. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

3. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

4. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall

be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

5. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

6. Smoke alarms

The property has smoke alarms installed.

7. Swimming pool

The property does not have a swimming pool.

8. Deposit bond

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

9. Electronic settlement

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
-

-
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
 - (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
 - (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
 - (e) Settlement takes place when the financial settlement takes place.
 - (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
 - (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
 - (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

10. Shutdown Period

10.1 Definitions

Unless the context indicates otherwise, each word or phrase defined in this clause has the meaning given to it in this clause.

Isolate means any mandatory government requirement to self-isolate, or any mandatory medical requirement to be isolated in hospital, and Isolation has a corresponding meaning.

Pandemic means the COVID 19 (or a variant of it) pandemic as declared by WHO.

WHO means the World Health Organisation.

In this clause Shutdown Period means any day:

- a. When any of the following is closed:
 - i. The bank or financial institution of the Vendor from whom the Vendor must
 - ii. obtain a discharge of mortgage in order to complete this Contract;
 - iii. The bank or financial institution of the Purchaser from whom the Purchaser is
 - iv. obtaining funding in order to complete this Contract;

-
- v. The place of business of the Vendor's Solicitor;
 - vi. The place of business of the Purchaser's solicitor;
 - vii. The NSW Land Titles Office; or
 - viii. The NSW Revenue Office,

In accordance with any direction by a Government Department or Authority or company policy; or

- b. When the Purchaser or the Vendor is not able to attend any of the places of business listed in clause 10.(a) due to being Isolated, in response to a Pandemic or other national health emergency, and where that closure or Isolation event would reasonably cause either party to be unable to complete this Contract during the period of the closure or Isolation.

10.2 Notice of Closure

- a. Either party to this Contract may invoke clause 61 by notice to the other party that gives sufficient details of the event (including supporting information of any closure or Isolation) giving rise to the Shutdown Period.
- b. Either party may notify the other party of the end of the Shutdown Period.
- c. Each party must act promptly and in good faith to advise the other party if it becomes aware of the start or end of a Shutdown Period.

10.3 Completion extended

- a. In the event that, Completion of this Contract is to take place during the Shutdown Period, then the Date for Completion is deemed to be extended to the 3rd Business Day after the date of notification of the end of the Shutdown Period.

10.4 Extension of the Notice to Complete

- a. In the event that the period specified in any Notice to Complete issued pursuant to this Contract expires during the Shutdown Period then the date for the expiration notice is deemed to be extended to the 3rd Business Day after the date of notification of the end of the Shutdown Period.

10.5 Extension of other notice

- a. If a notice (other than a Notice to Complete) is served in accordance with this Contract during the Shutdown Period then such notice is deemed to be served on the first Business Day after the date of notification of the end of the Shutdown Period.

10.6. Payment of damages

- a. If this Contract includes any term requiring one or both of the parties to pay damages for any delay in Completion, no damages shall be payable by either party for any period during the Shutdown Period.
-



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 42/SP88028

SEARCH DATE	TIME	EDITION NO	DATE
2/2/2022	1:14 PM	3	8/9/2018

LAND

LOT 42 IN STRATA PLAN 88028
AT QUEANBEYAN
LOCAL GOVERNMENT AREA QUEANBEYAN-PALERANG REGIONAL

FIRST SCHEDULE

HEATH WILLIAM GEAPPEN (T AH826825)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP88028
- 2 AH826826 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP88028

SEARCH DATE	TIME	EDITION NO	DATE
2/2/2022	1:14 PM	1	14/3/2013

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 88028
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT QUEANBEYAN
LOCAL GOVERNMENT AREA QUEANBEYAN-PALERANG REGIONAL
PARISH OF QUEANBEYAN COUNTY OF MURRAY
TITLE DIAGRAM SP88028

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 88028
ADDRESS FOR SERVICE OF DOCUMENTS:
RAY WHITE
2 MONARO STREET
QUEANBEYAN
NSW 2620

SECOND SCHEDULE (6 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE
AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION B HAS BEEN ADOPTED
- AG793384 EASEMENT TO DRAIN SEWAGE 3 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- AG793385 EASEMENT TO DRAIN WATER & SEWAGE 4 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- AG793386 EASEMENT TO DRAIN WATER & SEWAGE 4 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- SP88028 EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION
5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

FOLIO: CP/SP88028

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 88028

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 164	2	- 164	3	- 164	4	- 164
5	- 164	6	- 163	7	- 162	8	- 162
9	- 163	10	- 202	11	- 203	12	- 202
13	- 206	14	- 206	15	- 207	16	- 162
17	- 161	18	- 161	19	- 162	20	- 200
21	- 198	22	- 198	23	- 198	24	- 199
25	- 201	26	- 162	27	- 162	28	- 161
29	- 161	30	- 203	31	- 201	32	- 201
33	- 201	34	- 201	35	- 203	36	- 204
37	- 201	38	- 201	39	- 202	40	- 206
41	- 202	42	- 202	43	- 199	44	- 199
45	- 199	46	- 198	47	- 198	48	- 198
49	- 198	50	- 199	51	- 198	52	- 202
53	- 202						

NOTATIONS

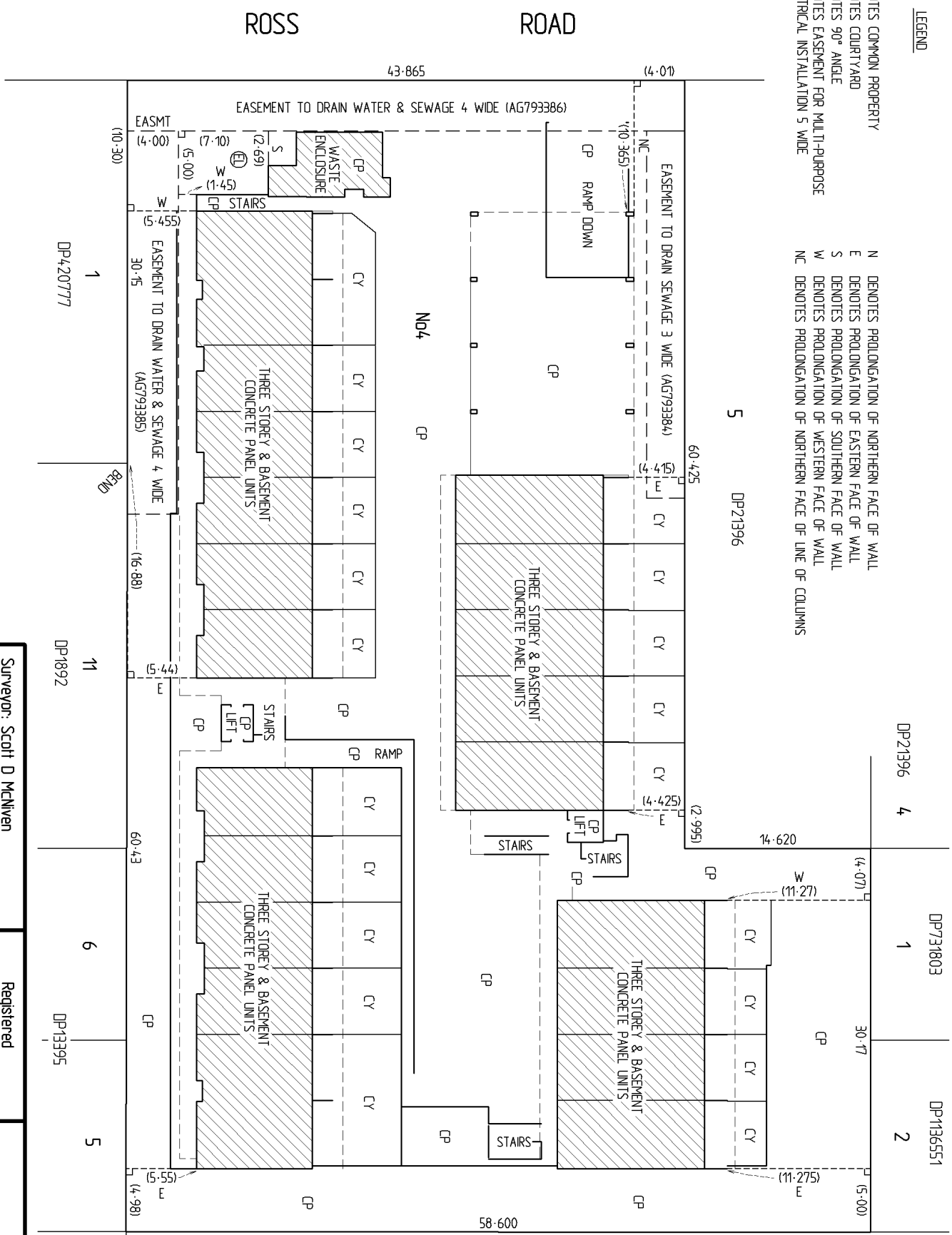
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

220123

PRINTED ON 2/2/2022

- LEGEND**
- CP DENOTES COMMON PROPERTY
 - CY DENOTES COURTYARD
 - ∟ DENOTES 90° ANGLE
 - ⊕ DENOTES EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 5 WIDE
 - N DENOTES PROLONGATION OF NORTHERN FACE OF WALL
 - E DENOTES PROLONGATION OF EASTERN FACE OF WALL
 - S DENOTES PROLONGATION OF SOUTHERN FACE OF WALL
 - W DENOTES PROLONGATION OF WESTERN FACE OF WALL
 - NC DENOTES PROLONGATION OF NORTHERN FACE OF LINE OF COLUMNS

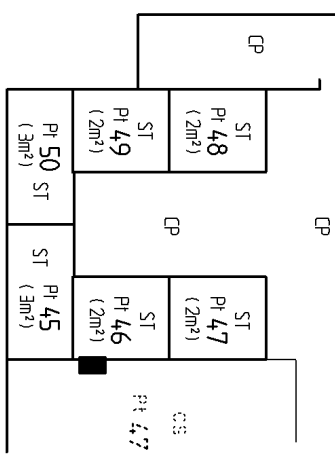
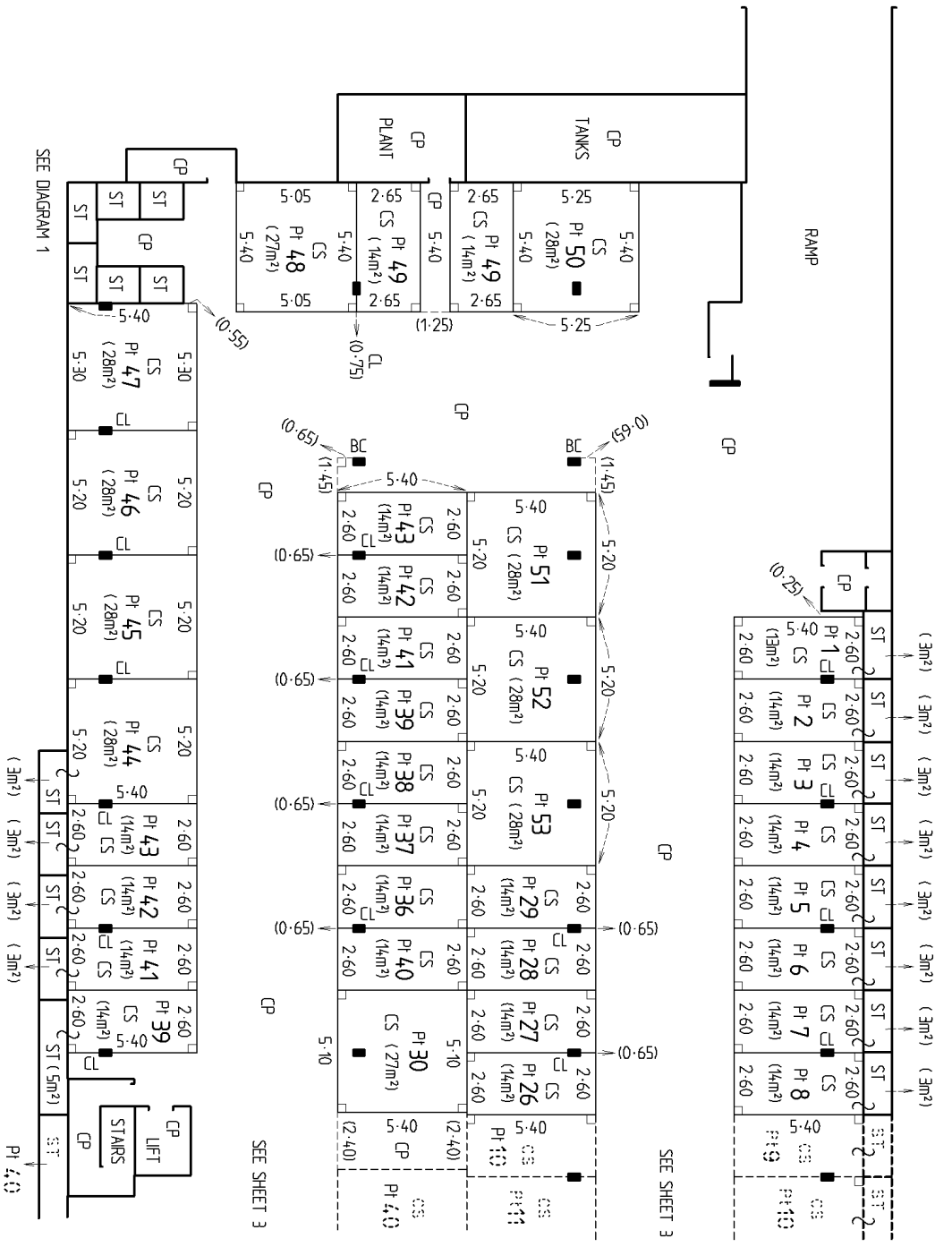


10 20 30 40 50 60 70 80 90 100 110 120 130 140
 Scale of mm

Surveyor: Scott D McIvlen
 Surveyor's Ref: 11002
 Subdivision No: Z-2013/SUBCT
 Lengths are in metres - Reduction Ratio 1300

Registered
 14.3.2013

SP88028



LEGEND

- CP DENOTES COMMON PROPERTY
- ST DENOTES STORAGE
- CS DENOTES CAR SPACE 5.40 LONG (WIDTHS AS INDICATED)
- CL DENOTES PROLONGATION OF CENTRELINE OF COLUMN
- BC DENOTES PROLONGATION OF FACE OF COLUMN
- 90° ANGLE

CAR SPACES ARE FULLY COVERED
 CONCRETE SUPPORT COLUMNS ARE COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE

DIAGRAM 1
 SCALE 1:100

BASEMENT PLAN

10 20 30 40 50 60 70 80 90 100 110 120 130 140

Surveyor: Scott D McIlven
 Surveyor's Ref: 11002
 Subdivision No: 2-2013/SUBCT
 Lengths are in metres - Reduction Ratio 1:200

Registered
 14.3.2013

SP88028

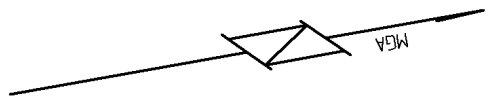
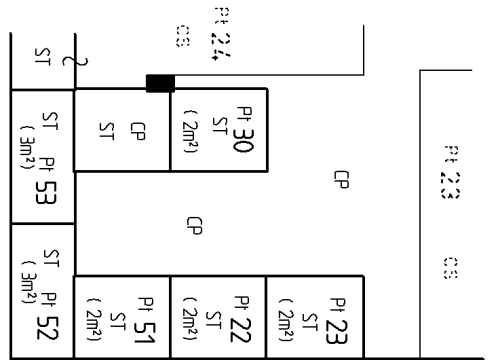


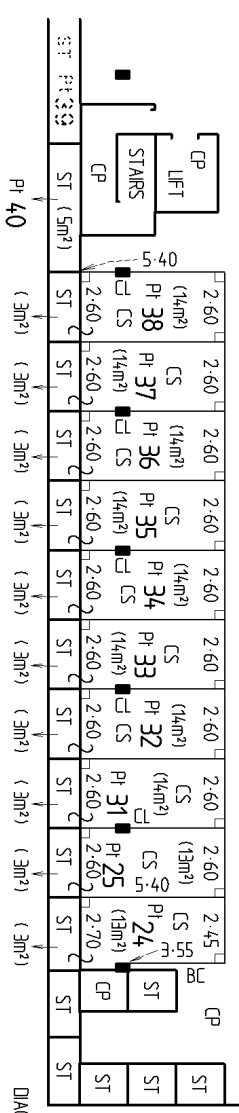
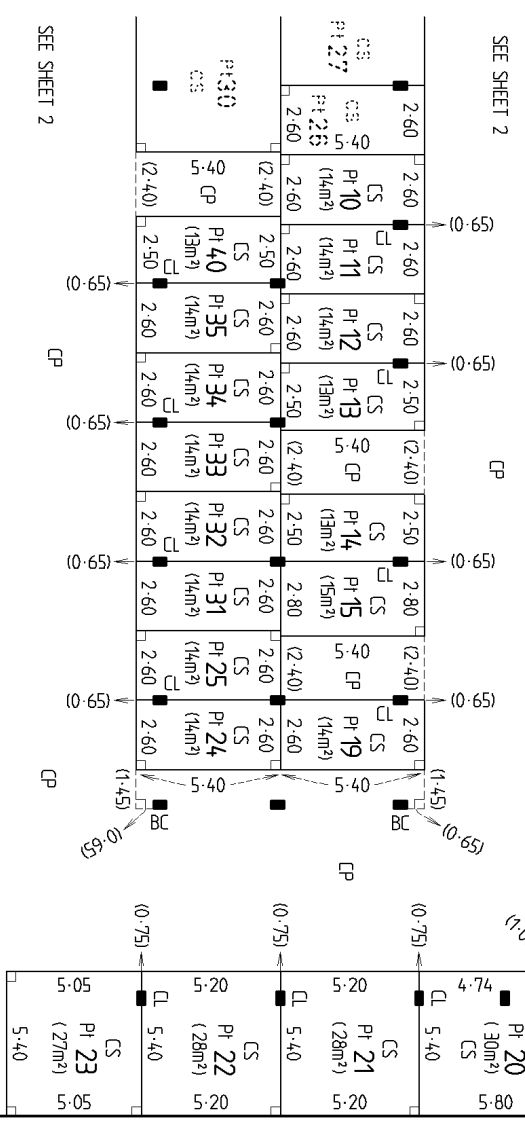
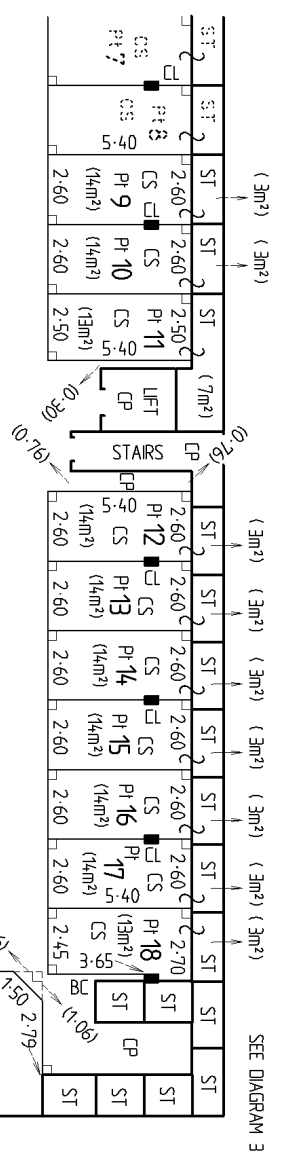
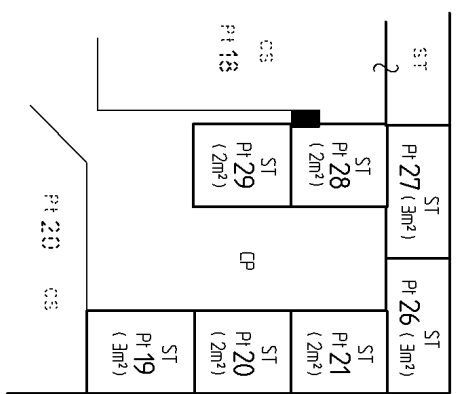
DIAGRAM 2
SCALE 1:100



LEGEND

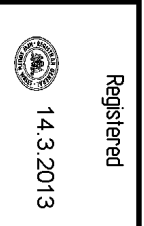
- CP DENOTES COMMON PROPERTY
- ST DENOTES STORAGE
- CS DENOTES CAR SPACE 5.40 LONG (WIDTHS AS INDICATED)
- CL DENOTES PROLONGATION OF CENTRELINE OF COLUMN
- BC DENOTES PROLONGATION OF FACE OF COLUMN
- L 90° ANGLE

DIAGRAM 3
SCALE 1:100



BASEMENT PLAN

Surveyor: Scott D McIvnen
 Surveyor's Ref: 11002
 Subdivision No: Z-2013/SUBCT
 Lengths are in metres - Reduction Ratio 1:200



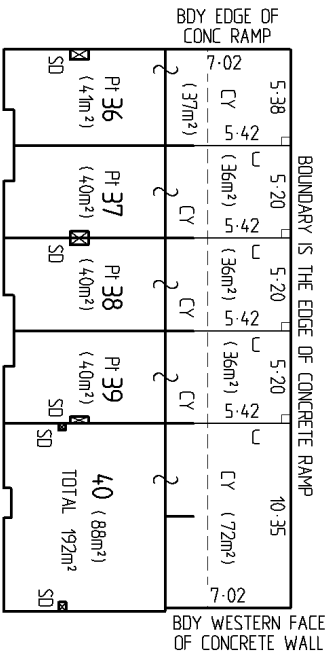
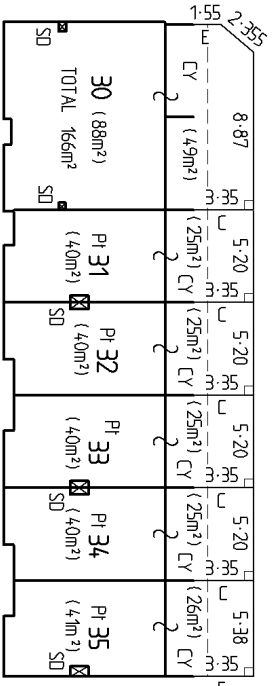
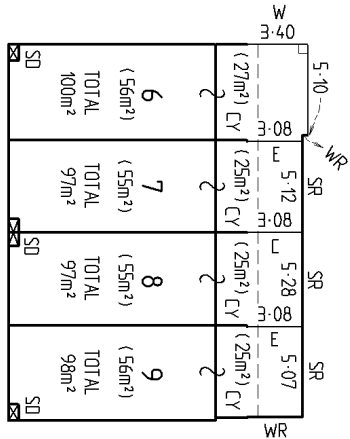
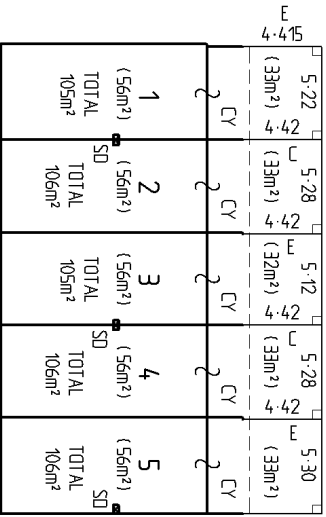
SP88028

LEGEND

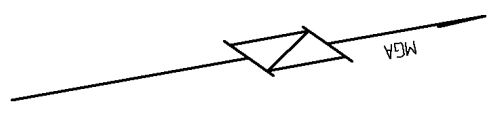
- 90° DENOTES 90° ANGLE
- SD DENOTES SERVICE DUCT WHICH IS COMMON PROPERTY
- C DENOTES PROLONGATION OF CENTRELINE OF PARTITION WALL
- N DENOTES PROLONGATION OF NORTHERN FACE OF WALL
- E DENOTES PROLONGATION OF EASTERN FACE OF WALL
- S DENOTES PROLONGATION OF SOUTHERN FACE OF WALL
- W DENOTES PROLONGATION OF WESTERN FACE OF WALL
- NC DENOTES PROLONGATION OF NORTHERN FACE OF LINE OF COLUMNS
- SR DENOTES BOUNDARY SOUTHERN FACE OF CONCRETE RETAINING WALL
- WR DENOTES BOUNDARY WESTERN FACE OF CONCRETE RETAINING WALL
- CY DENOTES COURTYARDS WHICH ARE LIMITED IN HEIGHT FROM 5m ABOVE TO 2m BELOW THE UPPER SURFACE OF THE GROUND FLOOR OF THE ADJOINING UNIT EXCEPT WHERE SURFACED WITH CONCRETE OR WHERE COVERED WITH THIS HEIGHT RANGE

THE STRUCTURES OF THE CONCRETE AND/OR TILED SURFACES CONTAINED WITHIN THE COURTYARDS ARE COMMON PROPERTY

AREAS ARE APPROXIMATE



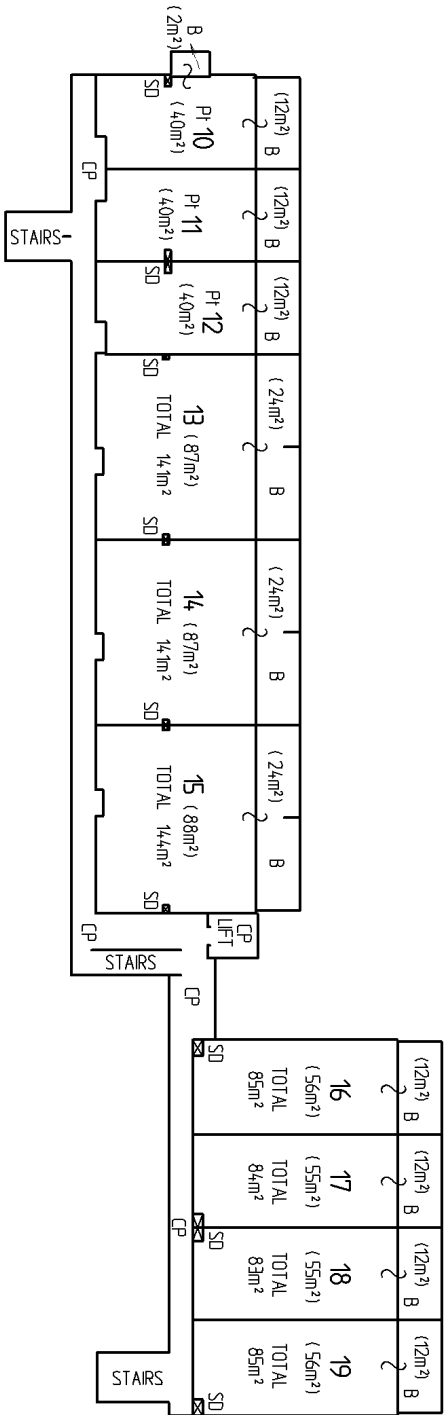
GROUND FLOOR PLAN



Surveyor: Scott D McIvnen
 Surveyor's Ref: 11002
 Subdivision No: 2-2013/SUBCT
 Lengths are in metres - Reduction Ratio 1 : 300

Registered
 14.3.2013

SP88028



(12m ²) B	(12m ²) B	(12m ²) B	(12m ²) B	(12m ²) B	(12m ²) B
2	2	2	2	2	2
Pl 41 (4.4m ²)	Pl 42 (4.4m ²)	Pl 31 (4.3m ²)	Pl 32 (4.3m ²)	Pl 33 (4.3m ²)	Pl 34 (4.3m ²)
SD	SD	TOTAL	TOTAL	TOTAL	TOTAL
15m ²	15m ²	15m ²	15m ²	15m ²	15m ²

(12m ²) B	(12m ²) B	(12m ²) B	(12m ²) B	(12m ²) B	(12m ²) B
2	2	2	2	2	2
Pl 36 (4.4m ²)	Pl 37 (4.3m ²)	Pl 38 (4.3m ²)	Pl 39 (4.3m ²)	Pl 52 (4.4m ²)	Pl 53 (4.4m ²)
SD	TOTAL	TOTAL	TOTAL	SD	SD
16.5m ²	16.2m ²	16.2m ²	16.4m ²	15.4m ²	15.4m ²

FIRST FLOOR PLAN

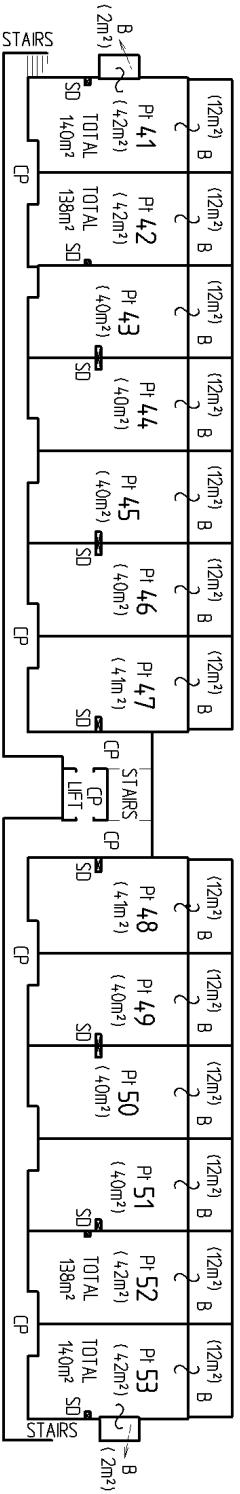
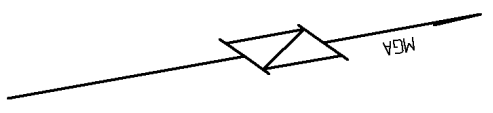
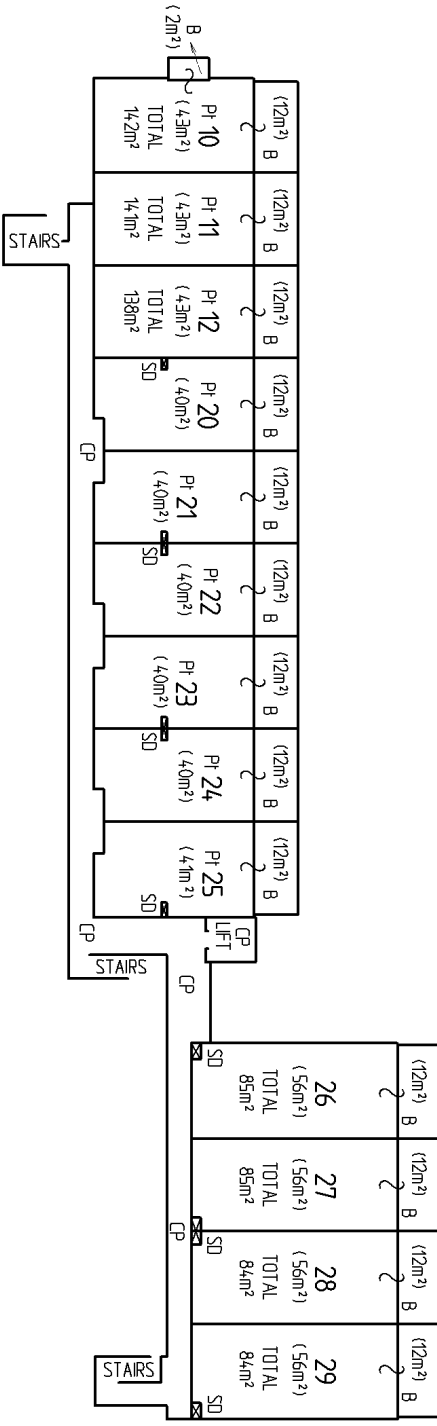
LEGEND
 CP DENOTES COMMON PROPERTY
 B DENOTES BALCONY WHICH IS FULLY COVERED
 SD DENOTES SERVICE DUCT WHICH IS COMMON PROPERTY

ALL AREAS ARE APPROXIMATE

Surveyor: Scott D McIvlen
 Surveyor's Ref: 11002
 Subdivision No: Z-2013/SUBCT
 Lengths are in metres - Reduction Ratio 1 : 300

Registered
 14.3.2013

SP88028



SECOND FLOOR PLAN

LEGEND
 CP DENOTES COMMON PROPERTY
 B DENOTES BALCONY WHICH IS FULLY COVERED
 SD DENOTES SERVICE DUCT WHICH IS COMMON PROPERTY

ALL AREAS ARE APPROXIMATE

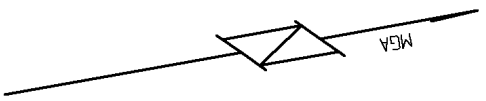
Surveyor: Scott D McIvlen
 Surveyor's Ref: 11002
 Subdivision No: Z-2013/SUBCT
 Lengths are in metres - Reduction Ratio 1 : 300

Registered
 14.3.2013

SP88028

10 20 30 40 50 60 70 80 90 100 110 120 130 140

Scale of mm



Pt 20 (44m ²) TOTAL 128m ²	Pt 21 (43m ²) TOTAL 125m ²	Pt 22 (43m ²) TOTAL 125m ²	Pt 23 (43m ²) TOTAL 124m ²	Pt 24 (43m ²) TOTAL 125m ²	Pt 25 (44m ²) TOTAL 127m ²
--	--	--	--	--	--

Pt 43 (43m ²) TOTAL 126m ²	Pt 44 (43m ²) TOTAL 126m ²	Pt 45 (43m ²) TOTAL 126m ²	Pt 46 (43m ²) TOTAL 125m ²	Pt 47 (44m ²) TOTAL 127m ²
--	--	--	--	--

Pt 48 (44m ²) TOTAL 126m ²	Pt 49 (43m ²) TOTAL 125m ²	Pt 50 (43m ²) TOTAL 126m ²	Pt 51 (43m ²) TOTAL 125m ²
--	--	--	--

THIRD FLOOR PLAN

ALL AREAS ARE APPROXIMATE

10 20 30 40 50 60 70 80 90 100 110 120 130 140

Surveyor: Scott D McIiven
 Surveyor's Ref: 11002
 Subdivision No: Z-2013/SUBCT
 Lengths are in metres - Reduction Ratio 1 : 300

Registered
 14.3.2013

SP88028

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  14.3.2013
Purpose: STRATA PLAN

SP88028

PLAN OF
SUBDIVISION OF LOT 1 DP1136551

LGA: QUEANBEYAN CITY
Locality: QUEANBEYAN
Parish: QUEANBEYAN
County: MURRAY

Strata Certificate (Approved Form 5)

(1) *The Council of QUEANBEYAN CITY
*The Accredited Certifier:
Accreditation number:
has made the required inspections and is satisfied that the requirements of;
*(a) Section 37 or 37A *Strata Schemes (Freehold Development) Act 1973* and
clause 29A *Strata Schemes (Freehold Development) Regulation 2012*,
*(b) ~~Section 66 or 66A *Strata Schemes (Leasehold Development) Act 1986* and
clause 30A of the *Strata Schemes (Leasehold Development) Regulation 2012*,~~
have been complied with and approves of the proposed strata plan illustrated in
the plan with this certificate.
*(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant
development consent in force, and that all conditions of the development consent
that by its terms are required to be complied with before a strata certificate may
be issued, have been complied with.
*(3) ~~The strata plan is part of a development scheme. The council or accredited
certifier is satisfied that the plan is consistent with any applicable conditions of the
relevant development consent and that the plan gives effect to the stage of the
strata development contract to which it relates.~~
*(4) ~~The building encroaches on a public place and;
*(a) The Council does not object to the encroachment of the building beyond the
alignment of
*(b) The Accredited Certifier is satisfied that the building complies with the
relevant development consent which is in force and allows the
encroachment.~~
*(5) ~~This approval is given on the condition that lot(s) ^
are created as utility lots in accordance with section 39 of the *Strata Schemes
(Freehold Development) Act 1973* or section 68 of the *Strata Schemes
(Leasehold Development) Act 1986*.~~

Date: 25 FEBRUARY 2013
Subdivision number: 2 - 2013 / SUBCT
Relevant Development Consent number: 353 - 2010
Issued by: QUEANBEYAN CITY COUNCIL

Signature: 
Authorised Person / General Manager / Accredited Certifier

* Strike through if inapplicable.
^ Insert lot numbers of proposed utility lots.

Name of, and address for service of notices on, the Owners
Corporation. (Address required on original strata plan only)

The Owners - Strata Plan No

RAY WHITE, 2 MONARO ST. QUEANBEYAN, NSW 2620

The adopted by-laws for the scheme are:

* ^ RESIDENTIAL Model By-laws
* together with, Keeping of animals: Option ~~A~~ ~~B~~ ~~C~~
* By laws in sheets filed with plan.

* Strike through if inapplicable

^ Insert the type to be adopted (Schedules 2 - 7 *Strata Schemes Management
Regulation 2010*)

Surveyor's Certificate (Approved Form 3)

I, Scott D McNiven

of 8 Shout Place, Pearce, ACT 2607

a surveyor registered under the *Surveying and Spatial Information Act 2002*, hereby
certify that:

(1) Each applicable requirement of

* Schedule 1A of the *Strata Schemes (Freehold Development) Act 1973* has
been met

~~* Schedule 1A of the *Strata Schemes (Leasehold Development) Act 1986* has
been met.~~

(2) ~~*(a) The building encroaches on a public place;~~

~~*(b) The building encroaches on land (other than a public place), and an
appropriate easement has been created by ^ to
permit the encroachment to remain.~~

(3) The survey information recorded in the accompanying location plan is accurate.

Signature: 
Date: 11/2/12

* Strike through if inapplicable.


^ Insert the deposited plan number or dealing number of the Instrument that created the
easement

Signatures, Seals and Section 88B Statements should appear
on STRATA PLAN FORM 3A

SURVEYOR'S REFERENCE: 11002

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  14.3.2013 Office Use Only

Office Use Only

**PLAN OF
 SUBDIVISION OF LOT 1 DP1136551**

SP88028

- This sheet is for the provision of the following information as required:
- A Schedule of Unit Entitlements.
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.
 - Signatures and seals - see 195D *Conveyancing Act 1919*.
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:...2-2013/SUBCT

Date of endorsement:...25 FEBRUARY 2013

Schedule of Unit Entitlements

Lot Number	Unit Entitlement	Lot Number	Unit Entitlement
1	164	28	161
2	164	29	161
3	164	30	203
4	164	31	201
5	164	32	201
6	163	33	201
7	162	34	201
8	162	35	203
9	163	36	204
10	202	37	201
11	203	38	201
12	202	39	202
13	206	40	206
14	206	41	202
15	207	42	202
16	162	43	199
17	161	44	199
18	161	45	199
19	162	46	198
20	200	47	198
21	198	48	198
22	198	49	198
23	198	50	199
24	199	51	198
25	201	52	202
26	162	53	202
27	162	Total	10,000

Pursuant to s 88B *Conveyancing Act 1919* and s 7(3) *Strata Schemes (Freehold Development) Act 1973*,
 it is intended to create Easement for Multi-Purpose Electrical Installation 5 Wide

If space is insufficient use additional annexure sheet.


Surveyor's Reference: 11002

STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection


ePlan

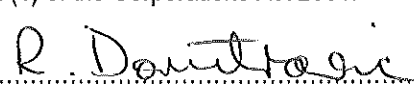
STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  14.3.2013 Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 1 DP1136551	SP88028 This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A Schedule of Unit Entitlements.• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>.• Signatures and seals - see 195D <i>Conveyancing Act 1919</i>.• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number: <u>2-2013/SUBCT</u> Date of endorsement: <u>25 February 2013</u>	

EXECUTED by DOMVEST PTY LTD ACN 126 880 199 PURSUANT to Section 127(1) of the Corporations Act 2001:


.....
John Domitrovic
Director

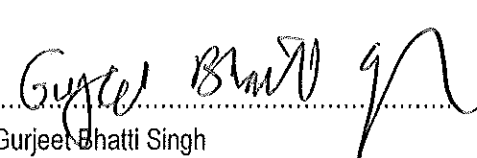

.....
Rosemarie Elizabeth Domitrovic
Director

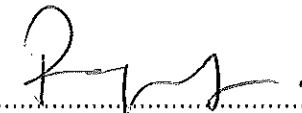

.....
Boris Domitrovic


.....
Don Sipirkas


.....
Tony Milosis

EXECUTED for and behalf of AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ABN 11 005 357 522 pursuant to the Power of Attorney dated 18 November 2002 and registered in New South Wales registration number Book 4376 No 410 by Gurjeet Bhatti Singh who certifies he is a manager of ANZ and that he has not received notice of revocation of that Power of Attorney, in the presence of:


.....
Gurjeet Bhatti Singh


.....
Full Name of Witness: ROGERIO LI

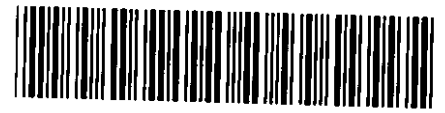
If space is insufficient use additional annexure sheet.

Surveyor's Reference: 11002

Form: 01TG
Release: 2.1
www.lpma.nsw.gov.au

TRANSFER GRANTING EASEMEN*

New South Wales
Real Property Act 1900



AG793384X

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

Servient Tenement FOLIO IDENTIFIER 1/1136551 FOLIO IDENTIFIER 1/1136551 FOLIO IDENTIFIER 1/1136551 <i>285D</i>	Dominant Tenement QUEANBEYAN CITY COUNCIL FOLIO IDENTIFIER 1/420777 FOLIO IDENTIFIER 11/1/1892 <i>AG793384X</i>
---	--

RELOADED

(B) **LODGED BY**
2 MAR 2012

3.30
TIME:
(C) **TRANSFEROR**

Document Collection Box 582W	Name, Address or D.P.O. Telephone, and Customer Account Number if any SERVICE FIRST REGISTRATION DX 189 SYDNEY LLPN123426A PH 9233 1314 FAX 9233 2878 Reference: <i>BEVAN - DOMVEST</i>	CODE TG
---	---	------------------------------

DOMVEST PTY LIMITED ACN 126 880 199, BORIS DOMITROVIC, TONY MILOSIS AND DON SIPINKAS

(D) The transferor acknowledges receipt of the consideration of \$ 1.00 and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**
EASEMENT TO DRAIN SEWAGE 3 WIDE UPON THE TERMS CONTAINED IN ANNEXURE 'D' AND AS SHOWN ON THE PLAN AS ANNEXURE 'E'

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable): _____

(G) **TRANSFEEE**
QUEANBEYAN CITY COUNCIL, GUGLIELMIN DEVELOPMENTS PTY LIMITED ACN 146 351 082 AS TO FOLIO IDENTIFIER 1/420777 AND NEIL CHARLES TREWARTHA AS TO FOLIO IDENTIFIER 11/1/1892

DATE _____

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: DOMVEST PTY LIMITED ACN 126 880 199
Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person: *[Signature]*
Name of authorised person: JOHN DOMITROVIC
Office held: Director

Signature of authorised person: *[Signature]*
Name of authorised person: ROSEMARIE DOMITROVIC
Office held: Director

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness: *[Signature]*
Name of witness: ROBERT BLANCH
Address of witness: 257 CRAWFORD ST QUEANBEYAN NSW 2620
257 Crawford St Queanbeyan NSW

Signature of authorised officer: *[Signature]*
Authorised officer's name: PAUL GIBBONS
Authority of officer: MANAGER DEVELOPMENT CONTROL
Signing on behalf of: QUEANBEYAN CITY COUNCIL

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1008

Form acceptable re water damage *[Signature]* DD3
2/3/2012

[Signature]
PROG. ON 2/2/12 012012
FOR TV

Annexure A to Transfer Granting Easement

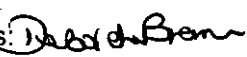
*CHARLES N.E. & J.

Parties: From DOMVEST PTY LIMITED ACN 126 880 199, BORIS DOMITROVIC, TONY MILOSIS & DON SIPINKAS to NEIL THOMAS TREWARTHA AS TO FOLIO IDENTIFIER 11/1/1892, GUGLIELMIN DEVELOPMENTS PTY LIMITED as to FOLIO IDENTIFIER 1/420777 and QUEANBEYAN CITY COUNCIL

Dated

I certify that the person(s) signing opposite, with whom I am personally acquainted or as whose identity I am otherwise satisfied, signed this instrument in my presence:

Certified correct for the purposes of the Real Property Act 1900 by the transferor:

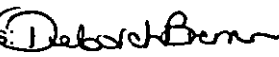
Signature of Witness: 
Name of Witness: **DEBORAH BREMER**
Deborah Bremer
32 Monaro Street
QUEANBEYAN NSW 2620

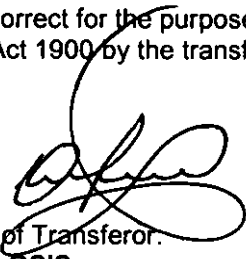

Signature of Transferor:
BORIS DOMITROVIC

Address of Witness:

I certify that the person(s) signing opposite, with whom I am personally acquainted or as whose identity I am otherwise satisfied, signed this instrument in my presence:

Certified correct for the purposes of the Real Property Act 1900 by the transferor:

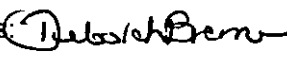
Signature of Witness: 
Name of Witness:
Deborah Bremer
32 Monaro Street
QUEANBEYAN NSW 2620


Signature of Transferor:
TONY MILOSIS

Address of Witness:

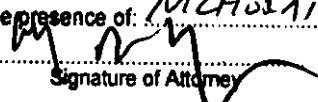
I certify that the person(s) signing opposite, with whom I am personally acquainted or as whose identity I am otherwise satisfied, signed this instrument in my presence:

Certified correct for the purposes of the Real Property Act 1900 by the transferor:

Signature of Witness: 
Name of Witness:
Deborah Bremer
32 Monaro Street
QUEANBEYAN NSW 2620


Signature of Transferor:
DON SIPINKAS

Address of Witness:

Executed for and on behalf of Australia and New Zealand Banking Group Limited ABN 11 005 357 522 pursuant to the Power of Attorney dated 18 November 2002 and registered in the *New South Wales* registration number *Book 4576 No. 210 by Gulsjet Dhatti* who certifies ~~she~~ *she* is a *Manager* of ANZ and that ~~she~~ *she* has not received notice of revocation of that Power of Attorney, in the presence of: *MICHAEL ELLIOT*

Signature of Attorney
GULSJET DHATTI
Full name of Attorney

Annexure B to Transfer Granting Easement *CHARLES N.J. K.J

Parties: From DOMVEST PTY LIMITED ACN 126 880 199, BORIS DOMITROVIC, TONY MILOSIS & DON SIPINKAS to NEIL ~~THOMAS~~ TREWARTHA AS TO FOLIO IDENTIFIER 11/1/1892, GUGLIELMIN DEVELOPMENTS PTY LIMITED as to FOLIO IDENTIFIER 1/420777 and QUEANBEYAN CITY COUNCIL

Dated/...../.....

I certify that the person(s) signing opposite, with whom I am personally acquainted or as whose identity I am otherwise satisfied, signed this instrument in my presence:

Certified correct for the purposes of the Real Property Act 1900 by the transferee:

Signature of Witness: *Katrina Trewartha*

Name of Witness: KATRINA TREWARTHA

Address of Witness: 151 SNOWGUM ROAD
BYWONG, NSW

Signature of Transferor: *Neil Trewartha*
Transferee

NEIL CHARLES TREWARTHA

Annexure C to Transfer Granting Easement

* CHARLES N.J. V.J.

Parties: From DOMVEST PTY LIMITED ACN 126 880 199, BORIS DOMITROVIC, TONY MILOSIS & DON SIPINKAS to NEIL ~~THOMAS~~ TREWARTHA AS TO FOLIO IDENTIFIER 11/1/1892, GUGLIELMIN DEVELOPMENTS PTY LIMITED as to FOLIO IDENTIFIER 1/420777 and QUEANBEYAN CITY COUNCIL

Dated/...../.....

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) who signature(s) appear(s) below pursuant to the authority specified:

Corporation: GUGLIELMIN DEVELOPMENTS PTY LIMITED ACN 146 351 082
Authority: Section 127(1) of the Corporations Act 2001

Signature of Authorised Person: 

Signature of Authorised Person: 

Name of Authorised Person: DENNIS ANTONIO GUGLIELMIN
Office Held: DIRECTOR SECRETARY

Name of Authorised Person: ANTONIO GIOVANNI GUGLIELMIN
Office Held: DIRECTOR

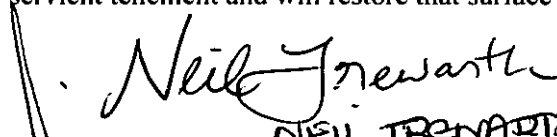
Annexure D to Transfer Granting Easement *CHARLES N.J. V.J.

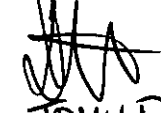
Parties: From DOMVEST PTY LIMITED ACN 126 880 199, BORIS DOMITROVIC, TONY MILOSIS & DON SIPINKAS to NEIL THOMAS TREWARTHA AS TO FOLIO IDENTIFIER 11/1/1892, GUGLIELMIN DEVELOPMENTS PTY LIMITED as to FOLIO IDENTIFIER 1/420777 and QUEANBEYAN CITY COUNCIL

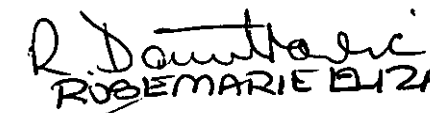
Dated/...../.....

TERMS OF EASEMENT TO SEWAGE 3 WIDE REFERRED TO HEREIN:

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, from time to time and at all times by means of pipes to drain sewage and other waste material and fluid in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purpose of the easement, any line of pipes already laid within the servient tenement for the purpose of draining sewage or any pipe or pipes in replacement or in substitution therefore and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement, and together with the right for the grantee and every person authorised by the grantee, with any tools, implements or machinery, necessary for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by the grantee will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to it's original condition.


NEIL TREWARTHA



JOHN DOMITROVIC

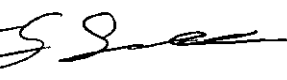

ROBEMARIE ELIZABETH DOMITROVIC



BORIS DOMITROVIC

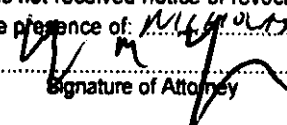

TONY MILOSIS


DON SIPINKAS


DENNY GUGLIELMIN


ANTONIO GUGLIELMIN


PAUL GIBBONS

Executed for and on behalf of Australia and New Zealand Limited ABN 11 005 357 522 pursuant to the Power of Attorney 18 November 2002 and registered in the New South Wales registration number Book 4376 No. 41051 Gurjeet Bhatti who certifies she/he is a Member of ANZ and that she/he has not received notice of revocation of that Power of Attorney, in the presence of: NEIL TREWARTHA ELC

Signature of Attorney
GURJEET BHATTI
Full name of Attorney

Signatures, seals and statements of intention to create easements or restrictions as to user

Neil Trenartha
NEIL TRENARTHA

EXECUTED BY THE AUTHORISED OFFICERS ON BEHALF OF
DOMVEST PTY LIMITED ACN 126 880 199

[Signature]
JOHN DOMITROVIC

[Signature]
ROSEMARIE ELIZABETH DOMITROVIC

[Signature]
BOBIS DOMITROVIC

[Signature]
TONY MATSIS

[Signature]
DON SIPINIKAS

EXECUTED BY THE AUTHORISED OFFICERS ON BEHALF OF GUGLIELMIN
DEVELOPMENTS PTY LIMITED
ACN 146 351 082

[Signature]
DENNY GUGLIELMIN

[Signature]
ANTONIO GUGLIELMIN

[Signature]
PHILIP GIBBONS

Executed for and on behalf of Australia and New Zealand Banking Group Limited ABN 11 005 357 522 pursuant to the Power of Attorney dated 18 November 2002 and registered in the New South Wales registration number Book 4376 No. 410 by Gurjeet Bharti who certifies she/he is a Manager of ANZ and that she/he has not received notice of revocation of that Power of Attorney, in the presence of: NILMOURS ELU STI

[Signature]
Signature of Attorney

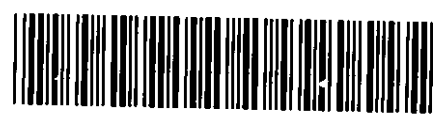
GURJEET BHARTI
Full name of Attorney

LOT 1 DP1136551

Form: 01TG
Release: 2.1
www.lpma.nsw.gov.au

213

TRANSFER
GRANTING EASEMENT
New South Wales
Real Property Act 1900



AG793385V

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

Servient Tenement FOLIO IDENTIFIER 1/1136551 FOLIO IDENTIFIER 1/1136551 <i>Dracan</i>	Dominant Tenement QUEANBEYAN CITY COUNCIL FOLIO IDENTIFIER 11/1/1892
--	--

RELOADED

(B) **LODGED BY**
2 MAR 2012

TIME: 3.30
(C) **TRANSFEROR**

Document Name, Address or DX, Telephone, and Customer Account Number if any Collection BOX Box 582W DX 189 SYDNEY LLPN123426A PH 9233 1314 FAX 9233 2878	Reference: BEVAN-DOMVEST	CODE TG
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DOMVEST PTY LIMITED ACN 126 880 199, BORIS DOMITROVIC, TONY MILOSIS AND DON SIPINKAS

(D) The transferor acknowledges receipt of the consideration of \$ 1.00 and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**
EASEMENT TO DRAIN WATER & SEWAGE 4 WIDE UPON THE TERMS CONTAINED IN ANNEXURE 'C' AND AS SHOWN ON THE PLAN AS ANNEXURE 'D'

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable): _____

(G) **TRANSFeree**
QUEANBEYAN CITY COUNCIL AND NEIL CHARLES TREWARTHA AS TO FOLIO IDENTIFIER 11/1/1892

DATE _____

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: DOMVEST PTY LIMITED ACN 126 880 199
Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person: *[Signature]*
Name of authorised person: JOHN DOMITROVIC
Office held: Director

Signature of authorised person: *R. Davitrović*
Name of authorised person: ROSEMARIE ELIZABETH DOMITROVIC
Office held: Director

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness: *[Signature]*
Name of witness: ROBERT BLACK
Address of witness: 257 Crawford St Queanbeyan NSW 2620

Signature of authorised officer: *[Signature]*
Authorised officer's name: PHILIP GIBBONS
Authority of officer: MANAGER DEVELOPMENT CONTROL
Signing on behalf of: QUEANBEYAN CITY COUNCIL

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1008

LAND AND PROPERTY MANAGEMENT AUTHORITY

Form acceptable re water damage *[Signature]* DRD3 2/3/2012

Annexure A to Transfer Granting Easement

*CHARLES N.J. V.J.

Parties: From DOMVEST PTY LIMITED ACN 126 880 199, BORIS DOMITROVIC, TONY MILOSIS & DON SIPINKAS to NEIL THOMAS TREWARTHA AS TO FOLIO IDENTIFIER 11/1/1892 and QUEANBEYAN CITY COUNCIL

Dated

I certify that the person(s) signing opposite, with whom I am personally acquainted or as whose identity I am otherwise satisfied, signed this instrument in my presence:

Certified correct for the purposes of the Real Property Act 1900 by the transferor:

Signature of Witness: 



Signature of Transferor: **BORIS DOMITROVIC**

Name of Witness: **Deborah Bremer**
32 Monaro Street
QUEANBEYAN NSW 2620

Address of Witness:

I certify that the person(s) signing opposite, with whom I am personally acquainted or as whose identity I am otherwise satisfied, signed this instrument in my presence:

Certified correct for the purposes of the Real Property Act 1900 by the transferor:

Signature of Witness: 



Signature of Transferor: **TONY MILOSIS**

Name of Witness: **Deborah Bremer**
32 Monaro Street
QUEANBEYAN NSW 2620

Address of Witness:

I certify that the person(s) signing opposite, with whom I am personally acquainted or as whose identity I am otherwise satisfied, signed this instrument in my presence:

Certified correct for the purposes of the Real Property Act 1900 by the transferor:

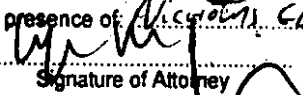
Signature of Witness: 



Signature of Transferor: **DON SIPINKAS**

Name of Witness: **Deborah Bremer**
32 Monaro Street
QUEANBEYAN NSW 2620

Address of Witness:

Executed for and on behalf of Australia and New Zealand Banking Group, Limited ABN 11 005 357 522 pursuant to the Power of Attorney dated 18 November 2002 and registered in the New South Wales registration number Book 4376 Naitid by ~~Deborah Bremer~~ *Chatti* who certifies she/he is a *Manager* of ANZ and that she/he has not received notice of revocation of that Power of Attorney, in the presence of: 
Signature of Attorney *W.P.E.S.T. BHATTI*
Full name of Attorney

Annexure B to Transfer Granting Easement *CHARLES N.E. & S.

Parties: From DOMVEST PTY LIMITED ACN 126 880 199, BORIS DOMITROVIC, TONY MILOSIS & DON SIPINKAS to NEIL THOMAS TREWARTHA AS TO FOLIO IDENTIFIER 11/1/1892 and QUEANBEYAN CITY COUNCIL

Dated/...../.....

I certify that the person(s) signing opposite, with whom I am personally acquainted or as whose identity I am otherwise satisfied, signed this instrument in my presence:

Certified correct for the purposes of the Real Property Act 1900 by the transferee:

Signature of Witness: *Katrina Trewartha*

Signature of Transferor: *Neil Charles Trewartha*

Name of Witness: KATRINA TREWARTHA

NEIL CHARLES TREWARTHA

Address of Witness: 151 SNOWGUM ROAD
BYWONG, NSW

Annexure C to Transfer Granting Easement

CHARLES NJ. V.J.

Parties: From DOMVEST PTY LIMITED ACN 126 880 199, BORIS DOMITROVIC, TONY MILOSIS & DON SIPINKAS to NEIL THOMAS TREWARTHA AS TO FOLIO IDENTIFIER 11/1/1892 and QUEANBEYAN CITY COUNCIL

Dated

TERMS OF EASEMENT TO DRAIN WATER & SEWAGE 4 WIDE REFERRED TO HEREIN:

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, from time to time and at all times to drain water (whether rain, storm, spring, soakage or seepage water) in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any line of pipes already laid within the servient tenement for the purpose of draining water or any pipe or pipes in replacement or in substitution therefore and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement, and together with the right for the grantee and every person authorised by the grantee, with any tools, implements, or machinery necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by the grantee will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

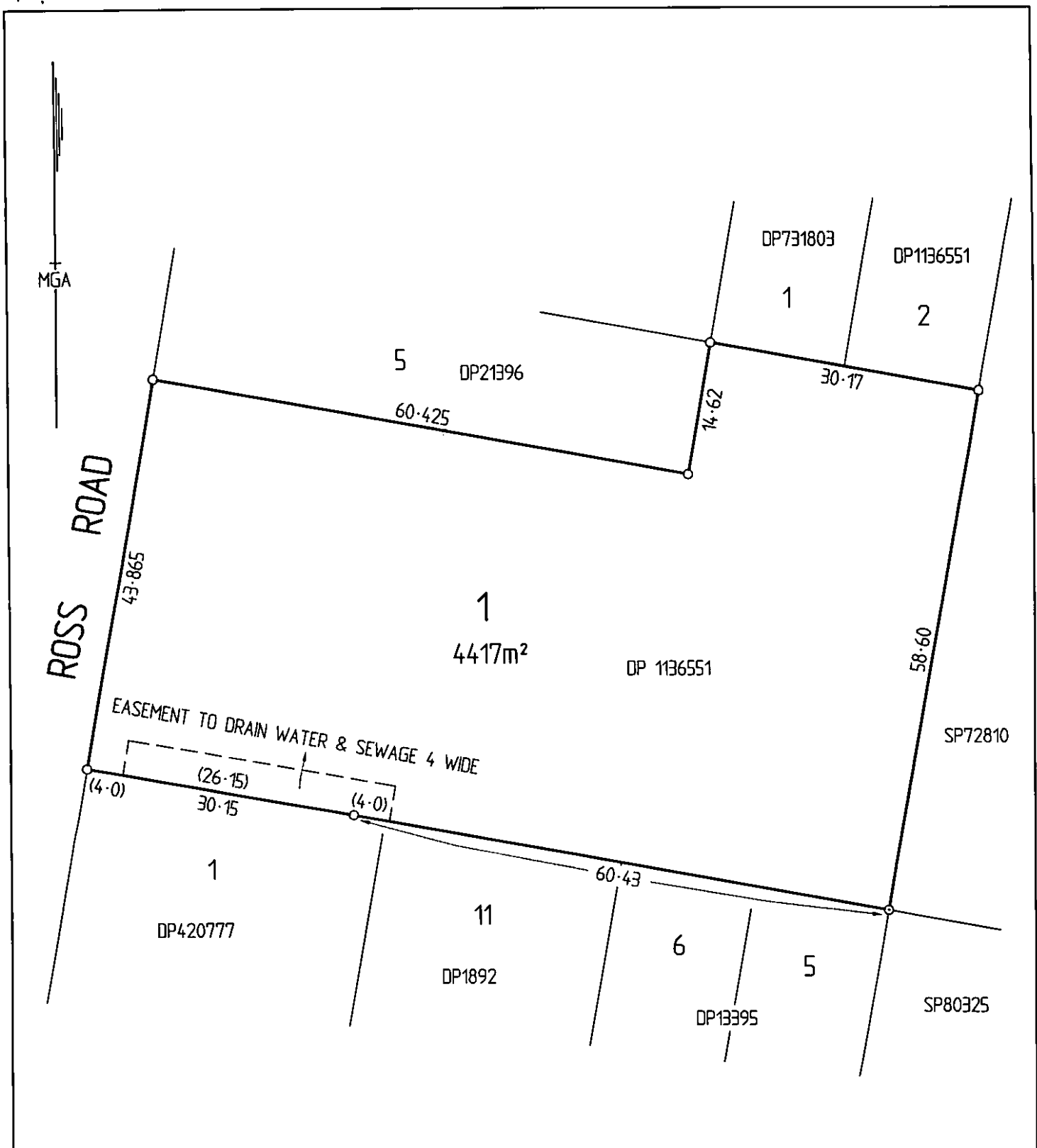
Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, from time to time and at all times by means of pipes to drain sewage and other waste material and fluid in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purpose of the easement, any line of pipes already laid within the servient tenement for the purpose of draining sewage or any pipe or pipes in replacement or in substitution therefore and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement, and together with the right for the grantee and every person authorised by the grantee, with any tools, implements or machinery, necessary for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by the grantee will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

Handwritten signatures: Neil Trewartha, D.S., R. Domitrović, and others.

Executed for and on behalf of Australia and New Zealand Banking Limited ABN 11 005 357 522 pursuant to the Power of Attorney... 18 November 2002 and registered in the New South Wales registration number Bosh 4376 No 410 by Louise Shanti who certifies she/he is a Married of ANZ and that she/he has not received notice of revocation of that Power of Attorney, in the presence of: MILHOUS ELLIOTT

Signature of Attorney: Louise Shanti
Full name of Attorney: LOUISE SHANTI

Handwritten signature: PHILIP GIBBONS



EASEMENT DIAGRAM	L.G.A: QUEANBEYAN	Surveying Regulation, 2006 I, <u>Scott D McNiven</u> of <u>8 Shout Place, Pearce, ACT 2607</u> a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation 2006 and was completed on: 14th October 2011 The Survey relates to: <u>Lot 1 DP1136551</u> Signature <u>[Signature]</u> Dated: <u>14/10/2011</u> Surveyor registered under the Surveying Act 2002
	Locality: QUEANBEYAN	
LOT 1 DP1136551	Parish: QUEANBEYAN	
	County: MURRAY	
REDUCTION RATIO 1:600 0 10 20 30 40 50 LENGTHS ARE IN METRES		

Signatures, seals and statements of intention to create easements or restrictions as to user

Neil Jrewarth

EXECUTED BY THE AUTHORIZED OFFICERS ON BEHALF OF DOMESTIC PTY LIMITED ACN 126 880 199

[Signature]
JOHN DOMITROVIC
DIRECTOR

[Signature]
R. Domitrović
ROSEMARIE ELIZABETH DOMITROVIC
DIRECTOR

[Signature]
BORIS DOMITROVIC

[Signature]
TONY MILISIS

[Signature]
DON SIPINKAS

[Signature]
PHILIP GIBBONS

Executed for and on behalf of Australia and New Zealand Banking Group Limited ABN 11 685 357 622 pursuant to the Power of Attorney dated 18 November 2002 and registered in the *New South Wales* registration number *Doc 4376 No: 410* by *Carjeet Bhatti* who certifies *she* is a *Manager* of ANZ and that she has not received notice of revocation of that Power of Attorney, in the presence of: *NEHUATSELL ST*

[Signature]
Signature of Attorney

Carjeet Bhatti
Full name of Attorney

LOT 1 DP1136551

Form: 01TG
Release: 2.1
www.lpma.nsw.gov.au

TRANSFER
GRANTING EASEMI
New South Wales
Real Property Act 1900



AG793386T

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar-General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

Servient Tenement	Dominant Tenement
FOLIO IDENTIFIER 1/1136551 FOLIO IDENTIFIER 1/1136551 FOLIO IDENTIFIER 1/1136551	QUEANBEYAN CITY COUNCIL FOLIO IDENTIFIER 1/420777 FOLIO IDENTIFIER 11/1/1892

RELODGED

(B) **LODGED BY**
2 MAR 2012

3.30
TIME (C) **TRANSFEROR**

Document Collection Box 582W	Name, Address or DX, Telephone, and Customer Account Number if any SERVICE FIRST REGISTRATION DX 169 SYDNEY LLPN123426A PH 9233 1314 FAX 9233 2878 Reference: <u>BLVAN - DOMVEST</u>	CODE TG
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DOMVEST PTY LIMITED ACN 126 880 199, BORIS DOMITROVIC, TONY MILOSIS AND DON SIPINKAS

(D) The transferor acknowledges receipt of the consideration of \$ 1.00 and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**
EASEMENT TO DRAIN WATER & SEWAGE 4 WIDE UPON THE TERMS CONTAINED IN ANNEXURE 'D' AND AS SHOWN ON THE PLAN AS ANNEXURE 'E'

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable): _____

(G) **TRANSFEREES**
QUEANBEYAN CITY COUNCIL, GUGLIELMIN DEVELOPMENTS PTY LIMITED ACN 146 351 082 AS TO FOLIO IDENTIFIER 1/420777 AND NEIL CHARLES TREWARTHA AS TO FOLIO IDENTIFIER 11/1/1892

DATE _____

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: DOMVEST PTY LIMITED ACN 126 880 199
Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person:
Name of authorised person: JOHN DOMITROVIC
Office held: Director

Signature of authorised person:
Name of authorised person: ROSEMARIE DOMITROVIC
Office held: Director

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:
Name of witness: ROBERT BLACK
Address of witness: 257 CRANFORD ST
QUEANBEYAN NSW 2620
2620

Signature of authorised officer:
Authorised officer's name: PHILIP GIBBONS
Authority of officer: MANAGER DEVELOPMENT CONTROL
Signing on behalf of: QUEANBEYAN CITY COUNCIL

Annexure A to Transfer Granting Easement

**CHARLES N.F. Ltd*


Parties: From DOMVEST PTY LIMITED ACN 126 880 199, BORIS DOMITROVIC, TONY MILOSIS & DON SIPINKAS to NEIL THOMAS TREWARTHA AS TO FOLIO IDENTIFIER 11/1/1892, GUGLIELMIN DEVELOPMENTS PTY LIMITED as to FOLIO IDENTIFIER 1/420777 and QUEANBEYAN CITY COUNCIL

Dated/...../.....

I certify that the person(s) signing opposite, with whom I am personally acquainted or as whose identity I am otherwise satisfied, signed this instrument in my presence:

Certified correct for the purposes of the Real Property Act 1900 by the transferor:

Signature of Witness: *Deborah Bremer*



Signature of Transferor:
BORIS DOMITROVIC

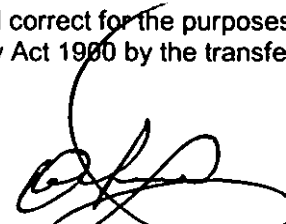
Name of Witness: **Deborah Bremer**
32 Monaro Street
QUEANBEYAN NSW 2620

Address of Witness:

I certify that the person(s) signing opposite, with whom I am personally acquainted or as whose identity I am otherwise satisfied, signed this instrument in my presence:

Certified correct for the purposes of the Real Property Act 1900 by the transferor:

Signature of Witness: *Deborah Bremer*



Signature of Transferor:
TONY MILOSIS

Name of Witness: **Deborah Bremer**
32 Monaro Street
QUEANBEYAN NSW 2620

Address of Witness:

I certify that the person(s) signing opposite, with whom I am personally acquainted or as whose identity I am otherwise satisfied, signed this instrument in my presence:

Certified correct for the purposes of the Real Property Act 1900 by the transferor:

Signature of Witness: *Deborah Bremer*



Signature of Transferor:
DON SIPINKAS

Name of Witness: **Deborah Bremer**
32 Monaro Street
QUEANBEYAN NSW 2620

Address of Witness:

Executed for and on behalf of Australia and New Zealand Banking Group Limited ABN 11 005 357 522 pursuant to the Power of Attorney dated 18 November 2002 and registered in the New South Wales registration number Book 4376 No: 410 by Gurjeet Bhatti who certifies she/he is a Manager of ANZ and that she/he has not received notice of revocation of that Power of Attorney, in the presence of: *NICHOLS CLETT*

Gurjeet Bhatti
Signature of Attorney
GURJEET BHATTI
Full name of Attorney

Annexure B to Transfer Granting Easement

*CHARLES N.J. & J.

Parties: From DOMVEST PTY LIMITED ACN 126 880 199, BORIS DOMITROVIC, TONY MILOSIS & DON SIPINKAS to NEIL ~~THOMAS~~ TREWARTHA AS TO FOLIO IDENTIFIER 11/1/1892, GUGLIELMIN DEVELOPMENTS PTY LIMITED as to FOLIO IDENTIFIER 1/420777 and QUEANBEYAN CITY COUNCIL

Dated/...../.....

I certify that the person(s) signing opposite, with whom I am personally acquainted or as whose identity I am otherwise satisfied, signed this instrument in my presence:

Certified correct for the purposes of the Real Property Act 1900 by the transferee:

Signature of Witness: 


Signature of Transferor:

Name of Witness: KATRINA TREWARTHA

NEIL CHARLES TREWARTHA

Address of Witness: 151 SNOWGUM ROAD
BYWONG, NSW

Annexure C to Transfer Granting Easement


CHARLES N.J. & J.


Parties: From DOMVEST PTY LIMITED ACN 126 880 199, BORIS DOMITROVIC, TONY MILOSIĆ & DON SIPINKAS to NEIL THOMAS TREWARTHA AS TO FOLIO IDENTIFIER 11/1/1892, GUGLIELMIN DEVELOPMENTS PTY LIMITED as to FOLIO IDENTIFIER 1/420777 and QUEANBEYAN CITY COUNCIL

Dated/...../.....

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified:

Corporation: GUGLIELMIN DEVELOPMENTS PTY LIMITED ACN 146 351 082
Authority: Section 127(1) of the Corporations Act 2001

Signature of Authorised Person: 
Name of Authorised Person: DEVIN ANTONIO GUGLIEMIN
Office Held: DIRECTOR / SECRETARY

Signature of Authorised Person: 
Name of Authorised Person: ANTONIO GIOVANNI GUGLIEMIN
Office Held: DIRECTOR

Annexure D to Transfer Granting Easement

** CHARLES NA. K.S.*

Parties: From DOMVEST PTY LIMITED ACN 126 880 199, BORIS DOMITROVIC, TONY MILOSIS & DON SIPINKAS to NEIL THOMAS TREWARTHA AS TO FOLIO IDENTIFIER 11/1/1892, GUGLIELMIN DEVELOPMENTS PTY LIMITED as to FOLIO IDENTIFIER 1/420777 and QUEANBEYAN CITY COUNCIL



Dated/...../.....

TERMS OF EASEMENT TO DRAIN WATER & SEWAGE 4 WIDE REFERRED TO HEREIN:

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, from time to time and at all times to drain water (whether rain, storm, spring, soakage or seepage water) in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any line of pipes already laid within the servient tenement for the purpose of draining water or any pipe or pipes in replacement or in substitution therefore and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement, and together with the right for the grantee and every person authorised by the grantee, with any tools, implements, or machinery necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by the grantee will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, from time to time and at all times by means of pipes to drain sewage and other waste material and fluid in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purpose of the easement, any line of pipes already laid within the servient tenement for the purpose of draining sewage or any pipe or pipes in replacement or in substitution therefore and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement, and together with the right for the grantee and every person authorised by the grantee, with any tools, implements or machinery, necessary for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by the grantee will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement, and will restore that surface as nearly as practicable to its original condition.

[Signature]
JOHN DOMITROVIC
Full name of Attorney

Neil Thomas Trewartha
NEIL CHARLES TREWARTHA

[Signature] ROSEMARIE ROZABETH DOMITROVIC
[Signature] BORIS DOMITROVIC

ANZ Power of Attorney: PTO →
[Signature]

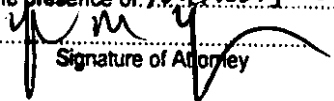
[Signature]
TONY MILOSIS

[Signature]
DON SIPINKAS

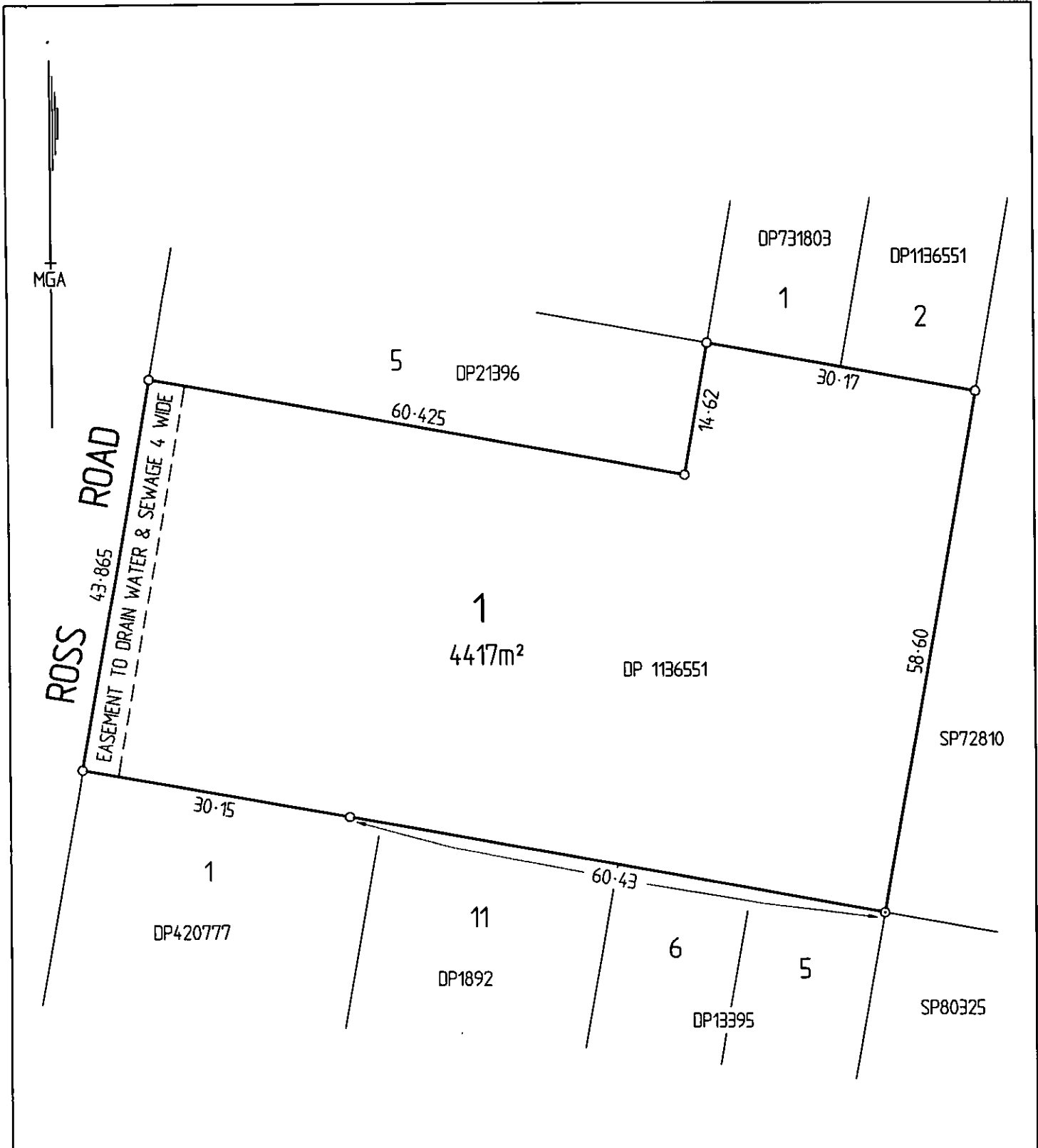
[Signature] DENNY GUGLIELMIN
[Signature] ANTONIO GUGLIELMIN

[Signature] PHILIP GIBSON

Executed for and on behalf of Australia and New Zealand Banking Group Limited ABN 11 005 357 522 pursuant to the Power of Attorney dated 18 November 2002 and registered in the New South Wales registration number Book 4376 No. 410 by Gurjeet Bhatti who certifies ~~she~~he is a MANAGER of ANZ and that ~~she~~he has not received notice of revocation of that Power of Attorney, in the presence of: NICHOLAS ELLIOTT


Signature of Attorney

GURJEET BHATTI
Full name of Attorney



EASEMENT DIAGRAM	L.G.A: QUEANBEYAN	<p align="center">Surveying Regulation, 2006</p> <p>I, <u>Scott D McNiven</u> of <u>8 Shout Place, Pearce, ACT 2607</u> a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation 2006 and was completed on: <u>14th October 2011</u></p> <p>The Survey relates to: <u>Lot 1 DP1136551</u></p> <p>Signature <u>[Signature]</u> Dated: <u>14/10/2011</u> Surveyor registered under the Surveying Act 2002</p>
	Locality: QUEANBEYAN	
LOT 1 DP1136551	Parish: QUEANBEYAN	
	County: MURRAY	
REDUCTION RATIO 1:600 0 10 20 30 40 50 LENGTHS ARE IN METRES		

Signatures, seals and statements of intention to create easements or restrictions as to user

Neil Trewarth
NEIL CHARLES TREWARTH

EXECUTED BY THE AUTHORIZED OFFICERS ON BEHALF OF
DOMITROV PTX LIMITED ACN 126 880 199

[Signature]
JOHN DOMITROVIC

[Signature]
ROSEMARIE ELIZABETH DOMITROVIC

[Signature]
BORIS DOMITROVIC

[Signature]
TONY MILOSI

[Signature]
DON SIPINKAS

[Signature] *[Signature]*
DENNY GUGLIEMINI ANTONIO GUGLIEMINI
EXECUTED BY THE AUTHORIZED OFFICERS
ON BEHALF OF GUGLIEMINI
DEVELOPMENTS PTY LIMITED
ACN 146 351 082

[Signature]
PHILIP GIBBONS

Executed for and on behalf of Australia and New Zealand Banking Group Limited ABN 11 005 357 622 pursuant to the Power of Attorney dated 18 November 2002 and registered in the *New South Wales* registration number *Book 4376 No. 410* By *Gurjeet Bhatti* who certifies she/he is a *Manager* of ANZ and that she/he has not received notice of revocation of that Power of Attorney, in the presence of: *NICHOLAS ELUST*

[Signature]
Signature of Attorney

Gurjeet Bhatti
Full name of Attorney

LOT 1 DP1136551

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS FOR PROFITS À PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OR RESTRICTIONS ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT 1919**

ePlan
(Sheet 1 of 5 sheets)

Plan: SP88028

Subdivision of Lot 1 in Deposited Plan 1136551 being the
land referred to in Council Clerk's Certificate reference
subdivision number 2-2013 and dated
25.2.2013 duly endorsed on the said Plan.

**Full name and address of the
owner of the land:**

**DOMVEST PTY LIMITED ACN 126 880 199, BORIS
DOMITROVIC, DON SIPINKAS and TONY MILOSIS**
of C/- 12 Bell Place, Carwoola NSW 2620

**Full name and address of the
mortgagee of the land:**

**AUSTRALIA AND NEW ZEALAND BANKING
GROUP ABN 11 005 5374 522**

PART 1 (CREATION)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the Plan	Burdened lots or parcel(s)	Benefited lot(s), road(s), bodies or prescribed authorities
1.	Easement for Multi-Purpose Electrical Installation 5 Wide	The Common Property	Essential Energy ABN 37 428 185 226

PART 2 - TERMS

**1. TERMS OF EASEMENT FOR MULT-PURPOSE ELECTRICAL INSTALLATION
5 WIDE FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

Easement for Multi-Electrical Installation the terms of which are set out in Part C of
Memorandum AG189384 as registered at Land & Property Management Authority NSW a
division of the Land Titles Office.

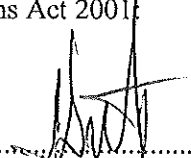
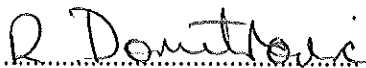
The authority having the power to vary, release or modify the easement firstly referred to in the
abovementioned plan is Essential Energy ABN 37 428 185 226.

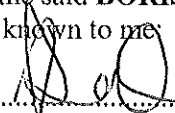

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SECTION 88B CONVEYANCING ACT 1919** ePlan **5**
(Sheet 2 of 8 sheets)

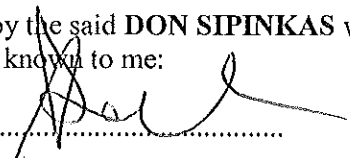
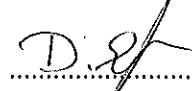
Plan: **SP88028**

Subdivision of Lot 1 in Deposited Plan 1136551 being the
land referred to in Council Clerk's Certificate reference
subdivision number **2-2013** and dated
25.2.2013 duly endorsed on the said Plan.

SIGNATURES FOR PART 1 (CREATION)

<p>EXECUTED by DOMVEST PTY LIMITED ACN 126 880 199 pursuant to Section 127(1) of the Corporations Act 2001.</p> <p></p> <p>..... John Domitrovic Director</p>	<p></p> <p>..... Rosemarie Elizabeth Domitrovic Director</p>
---	--

<p>SIGNED by the said BORIS DOMITROVIC who is personally known to me:</p> <p></p> <p>..... Witness William John Baker Print name of Witness 260 Crawford Street, Address Queanbeyan NSW 2620</p>	<p></p> <p>..... Boris Domitrovic</p>
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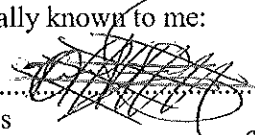

<p>SIGNED by the said DON SIPINKAS who is personally known to me:</p> <p></p> <p>..... Witness William John Baker Print name of Witness 260 Crawford Street, Queanbeyan Address NSW 2620</p>	<p></p> <p>..... Don Sipinkas</p>
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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS FOR PROFITS À PRENDRE
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SECTION 88B CONVEYANCING ACT 1919**

ePlan **5**
(Sheet 3 of 3 sheets)

Plan: **SP88028**

Subdivision of Lot 1 in Deposited Plan 1136551 being the
land referred to in Council Clerk's Certificate reference
subdivision number **2-2013** and dated
25.2.2013 duly endorsed on the said Plan.

<p>SIGNED by the said TONY MILOŠIS who is personally known to me:</p> <p>..... Witness </p> <p>William John Baker Print name of Witness</p> <p>260 Crawford Street Queanbeyan Address NSW 2620</p>	<p> Tony Milosis</p>
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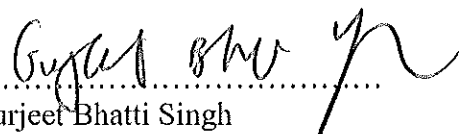
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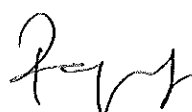
ePlan
(Sheet 4 of 5sheets)

Plan: **SP88028**

Subdivision of Lot 1 in Deposited Plan 1136551 being the
land referred to in Council Clerk's Certificate reference
subdivision number 2-2013 and dated
25.2.2013 duly endorsed on the said Plan.

EXECUTED for and behalf of **AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED ABN 11 005 357 522** pursuant to the Power of Attorney dated 18 November 2002 and
registered in New South Wales registration number Book 4376 No 410 by Gurjeet Bhatti Singh
who certifies he is a manager of ANZ and that he has not received notice of revocation of that
Power of Attorney, in the presence of:


.....
Gurjeet Bhatti Singh


.....
Full Name of Witness: **ROGERIO U**

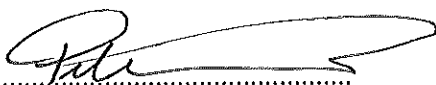
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ePlan
(Sheet 5 of 5sheets)

Plan: **SP88028**

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land referred to in Council Clerk's Certificate reference
subdivision number 2-2013 and dated
25.2.2013 duly endorsed on the said Plan.

SIGNED by **ESSENTIAL ENERGY ABN 37 428
185 226** by its authorised officer in the presence of:



Witness Signature

Name of Witness:
Peter Johnson - Company Secretary

Address: 8 Buller Street, Port Macquarie NSW 2444



Signature of Authorised Officer

Full Name: Ken Stonestreet – Director

Address: 8 Buller Street, Port Macquarie NSW 2444

REGISTERED



14.3.2013



QUEANBEYAN-PALERANG REGIONAL COUNCIL
Planning Certificate issued under
Section 10.7(2)
Environmental Planning and Assessment Act 1979

Certificate No.: PL.2022.1168
Your Reference: 220123
Date of Issue: 04 February 2022

Infotrack Pty Ltd
Level 8/135 King St
SYDNEY NSW 2000

ecertificates@infotrack.com.au

Property Number	207171
Property Address:	42/4 Ross Road QUEANBEYAN NSW 2620
Legal Description:	Lot 42 SP 88028

This certificate is provided under Section 10.7(2) of the Act. At the date of this certificate, the subject land is affected by the following matters.

Notes:

- (a) The information in this certificate only relates to the real property identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
- (b) The *Environmental Planning and Assessment Act 1979* will be referred to in this Certificate as 'the Act'.

Disclaimer:

This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

1. Names of relevant instruments and development control plans

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

Queanbeyan Local Environmental Plan 2012 and State Environmental Planning Policies (SEPPs) that may apply to the carrying out of development on the land:

- State Environmental Planning Policy No 33 – Hazardous and Offensive Development
- State Environmental Planning Policy No 50 – Canal Estate Development
- State Environmental Planning Policy No 55 – Remediation of Land
- State Environmental Planning Policy No 64 – Advertising and Signage
- State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Concurrences and Consents) 2018
- State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Housing) 2021
- State Environmental Planning Policy (Infrastructure) 2007
- State Environmental Planning Policy (Koala Habitat Protection) 2021
- State Environmental Planning Policy (Mining, Petroleum Production & Extractive Industries) 2007
- State Environmental Planning Policy (Primary Production and Rural Development) 2019
- State Environmental Planning Policy (State and Regional Development) 2011
- State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

www.legislation.nsw.gov.au/#/browse/inForce/EPIs/S

www.legislation.nsw.gov.au/#/view/EPI/2012/576/full

- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Yes: Draft Queanbeyan-Palerang Local Environmental Plan 2020

www.planningportal.nsw.gov.au/ppr/finalisation/queanbeyan-palerang-regional-council-comprehensive-lep

Yes. State Environmental Planning Policies (SEPPs) that have been the subject of community consultation or on public exhibition under the Act that may apply to the carrying out of development on the land:

- Draft State Environmental Planning Policy (Design and Place) 2021
- Draft State Environmental Planning Policy (Environment)
- Draft State Environmental Planning Policy (Housing Diversity) 2020
- Remediation of Land State Environmental Planning Policy
- State Environmental Planning Policy No 33 – Hazardous and Offensive Development
- State Environmental Planning Policy No 55 – Remediation of Land
- State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- State Environmental Planning Policy (Exempt and Complying Development Code) 2008
- State Environmental Planning Policy (Infrastructure) 2007
- State Environmental Planning Policy (Mining, Petroleum Production & Extractive Industries) 2007
- State Environmental Planning Policy (Primary Production and Rural Development) 2019
- State Environmental Planning Policy (State and Regional Development) 2011

www.planningportal.nsw.gov.au/draftplans

- (3) The name of each development control plan that applies to the carrying out of development on the land:

Lot 42 SP 88028

Queanbeyan Development Control Plan 2012

www.gprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-controls#section-3

2. Zoning and land use under relevant LEPs

(a) Identity of the zone:

Lot 42 SP 88028 R4 High Density Residential

R4 High Density Residential - *Queanbeyan Local Environmental Plan 2012*

(b) Permitted without consent

Nil.

(c) Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Caravan parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Function centres; Home businesses; Home industries; Hostels; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; Water reticulation systems.

(d) Prohibited

Pond-based aquaculture; Tank-based aquaculture; any other development not specified in item (b) or (c).

Note: Demolition of a building or work requires consent under clause 2.7 of the applicable Local Environmental Plan.

Listed below are any additional site-specific permitted uses (only with development consent) from the schedule of the relevant Local Environmental Plan cited in clause 1(1) of this certificate. Note that for multi lot titles, the additional uses may apply only to particular lots.

Lot 42 SP 88028 There are no additional uses permitted on this land.

(e) Minimum land dimensions for the erection of a dwelling house on the land fixed by development standards applying to the land:

(1) Minimum area

Lot 42 SP 88028 Minimum lot size is 600 square metres.

The minimum lot size for subdivision is stated above. No minimum land dimensions apply for the erection of a dwelling house on the land.

(f) Whether the land includes or comprises critical habitat:

Lot 42 SP 88028 No. None of the land includes or comprises critical habitat.

(g) Whether the land is in a conservation area:

Lot 42 SP 88028

No. The land is not in a Heritage Conservation Area or a State Conservation Area.

(h) Whether an item of environmental heritage is situated on the land:

Lot 42 SP 88028

No. Council is not aware of any items of state environmental heritage or local environmental heritage that are located on the land.

2A. Zoning and land use under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*

Whether the land is within any zone under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* or
- (b) A Precinct Plan (within the means of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* or
- (c) A proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act.

Not applicable.

3. Complying Development

- (1) Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (2) If complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy, the reasons why it may not be carried out under these clauses.

Lot 42 SP 88028

Yes. Under NSW legislation *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* and council records, complying development may be able to be carried out on this land under the following codes:

- Inland Code (Part 3D)
- Housing Alterations Code (Part 4)
- General Development Code (Part 4A)
- Industrial and Business Alterations Code (Part 5)
- Subdivisions Code (Part 6)
- Demolition Code (Part 7)
- Fire Safety Code (Part 8).

If complying development under any of these codes above is being considered to be carried out on this land, the applicant is advised to check the provisions of clauses 1.17, 1.17A, 1.18, 1.19 and 1.20 of this policy to confirm that complying development is possible:

<https://www.legislation.nsw.gov.au/#/view/EPI/2008/572/full>

The 2019 edition of the National Construction Code is effective from 1 May 2019.

The following complying development codes are not applicable to this land:

- Housing Code (Part 3)
- Rural Housing Code (Part 3A)
- Low Rise Housing Diversity Code (Part 3B)
- Greenfield Housing Code (Part 3C)
- Industrial and Business Buildings Code (Part 5A)
- Container Recycling Facilities Code (Part 5B).

4, 4A. Repealed

4B. Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

No. The land is not affected because it is not located in a coastal council.

5. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

No. The land is not proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

6. Road widening and road realignment

(a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

Lot 42 SP 88028

No. The land is not affected by a road widening or road realignment under the *Roads Act 1993*.

(b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

Lot 42 SP 88028

No. The land is not affected by any road widening or road realignment under any environmental planning instrument.

(c) Is the land affected by any road widening or road realignment under any resolution of the Council?

Lot 42 SP 88028

No. The land is not affected by a road widening or road realignment under a resolution of Council.

7. Council and other public authority policies on hazard risk restrictions

- (a) Is the land affected by a policy adopted by council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)?

Yes. All land in QPRC is affected by policies adopted by the council that restricts the development of the land because of the likelihood of contaminated land and bushfire.

Lot 42 SP 88028

The land is the subject of a Review of Preliminary Contamination Assessment prepared by Douglas Partners on 29 March 2011 (Project 50360). The Preliminary Contamination Assessment Report (Project 50360) was prepared by Douglas Partners and carried out on the 5th of June 2009. The preliminary site contamination assessment was undertaken to report on the site condition, and to provide an initial assessment of the likely degree and extent of site contamination. The results of the investigation suggests contamination at the site is limited to fibre cement sheeting fragments containing bonded asbestos lying in or on the surface of the site. The Review of Preliminary Contamination Assessment in 2011 concludes that the overall potential for contamination associated with the site is assessed to be low. Based on the assessment findings it is considered that the site is suitable for residential development, subject to the removal of previously identified asbestos by a qualified asbestos removalist.

Note: Refer to Clause 11 of this certificate to check if the land is bushfire prone.

Note: Refer to Clause 20 of this certificate to check if the land has been identified in the Loose-Fill Asbestos Insulation Register.

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No. Council is not aware of a policy adopted by any other public authority that restricts the development of the land.

7A. Flood related development controls

- (1) Whether the land or part of the land is within the flood planning area and is subject to flood related development controls.

Lot 42 SP 88028

No.

- (2) Whether the land or part of the land is between the flood planning area and the probable maximum flood and is subject to flood related development controls.

Lot 42 SP 88028

No.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

Lot 42 SP 88028	No. Council is not aware of any environmental planning instrument or proposed environmental planning instrument that makes provision for the acquisition of the land by a public authority.
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9. Contributions plans

The name of each Contributions plan applying to the land.

Lot 42 SP 88028	Queanbeyan Section 7.12 Fixed Levy Development Contributions Plan 2019.
Lot 42 SP 88028	Queanbeyan Section 94 Contributions Plan for Extractive Industry 2014.

www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-controls#section-6

9A. Biodiversity certified land

Whether the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.

Lot 42 SP 88028	No. Council has not been notified that the land is biodiversity certified under the Biodiversity Conservation Act 2016.
------------------------	--

10. Biodiversity stewardship sites

Whether the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*.

Lot 42 SP 88028	No. Council has not been notified that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016.
------------------------	--

10A. Native vegetation clearing set asides

Whether the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*.

Lot 42 SP 88028	No. Council has not been notified that the land contains a set aside area or it is registered in the public register under the Local Land Services Act 2013.
------------------------	---

11. Bush fire prone land

Whether the land is bush fire prone land.

Lot 42 SP 88028

No. The land is not bush fire prone as defined in Section 10.3 of the Environmental Planning and Assessment Act 1979.

12. Property Vegetation Plans

Whether Council has been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land.

Lot 42 SP 88028

No. Council has not been notified of a property vegetation plan under the Native Vegetation Act 2003 that applies to the land.

13. Orders under *Trees (Disputes Between Neighbours) Act 2006*

Whether Council has been notified whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

No. Council has not been notified of order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

14. Directions under Part 3A

Whether there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.

No. Council has not been advised of any Directions by the Minister under section 75P (2) (c1) of the Act.

15. Site compatibility certificates and conditions for seniors housing

Whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land:

No. Council is not aware of any valid site compatibility certificate (seniors housing) applying to the land.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

Whether there is a valid site compatibility certificate (infrastructure, schools or TAFE establishments), of which council is aware of in respect of proposed development on the land.

No. Council is not aware of any valid site compatibility certificate (infrastructure, schools or TAFE establishments) applying to the land.

17. Site compatibility certificates and conditions for affordable rental housing

Whether there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.

No. Council is not aware of any valid site compatibility certificate (affordable rental housing) applying to the land.

18. Paper subdivision information

The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

No. Council is not aware of any development plan adopted by a relevant authority or any subdivision Order that applies to a paper subdivision of the land as described in Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

19. Site verification certificate

Whether there is a current site verification certificate in relation to Division 3 of Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007* that Council is aware of.

No. Council is not aware of any site verification certificate applying to the land.

20. Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division.

No. Council is not aware of any residential premises on the land that are affected by loose-fill asbestos insulation (Division 1A of Part 8 of the *Home Building Act 1989*) and that are listed on the NSW register that is required to be maintained under that Division.

NSW Fair Trading maintains a NSW Register of homes that are affected by loose-fill asbestos insulation: www.fairtrading.nsw.gov.au/loose-fill-asbestos-insulation-register

Some buildings located in the Queanbeyan-Palerang local government area have been identified as containing loose-fill asbestos insulation (sometimes referred to as “Mr Fluffy” insulation), for example, in the roof space. You should make your own enquiries as to the age of the buildings on the land to which this certificate relates. If the land contains a building constructed prior to 1980, Queanbeyan-Palerang Regional Council strongly recommends that any potential purchaser obtains advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land; and, if so, the health risks (if any) this may pose for the building’s occupants.

Nothing in this statement relates to information about the presence of bonded asbestos materials such as asbestos cement sheeting that may have been used at this site.

Contact NSW Fair Trading for further information:

<https://www.fairtrading.nsw.gov.au/housing-and-property/loose-fill-asbestos-insulation>

21. Affected building notices and building product rectification orders

- (1) Is there any affected building notice of which the council is aware that is in force in respect of the land?
- (2) A statement of:
 - (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
 - (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

No. Council is not aware of the existence of any affected building notice in force, or building product rectification order, or any notice of intention to make a building product rectification order.

22. State Environmental Planning Policy (Western Sydney Aerotropolis) 2020

For land to which *State Environmental Planning Policy (Western Sydney Aerotropolis) 2020* applies, whether the land is:

- (a) in an ANEF or ANEC contour of 20 or greater as referred to in clause 19 of that Policy, or
- (b) shown on the *Lighting Intensity and Wind Shear Map* under that Policy, or
- (c) shown on the *Obstacle Limitation Surface Map* under that Policy, or
- (d) in the “public safety area” on the *Public Safety Area Map* under that Policy, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the *Wildlife Buffer Zone Map* under that Policy.

Not applicable.

Additional Notes

Aircraft Noise

The land is not located within the Australian Noise Exposure Forecast (ANEF) contour of 20 or greater for the Canberra Airport. Land within an ANEF contour of less than 20 is generally regarded as being ‘acceptable’ for new residential dwellings and other land uses under *Australian Standard AS2021:2015 Acoustics- Aircraft noise intrusion- Building siting and construction*. Further advice in respect of potential aircraft noise impacts is available from Canberra Airport at:

<https://www.canberraairport.com.au/corporate/community/aircraft-noise>

QPRC:GB

Certificate Number: ENG.2022.1130

09 February 2022

Infotrack Pty Ltd
Level 8/135 King St
SYDNEY NSW 2000

Dear Sir/Madam

RE: Application for Sewer Drainage Diagram

42/4 ROSS ROAD QUEANBEYAN NSW 2620
LOT 42 SP 88028

Thank you for your request for a sewer diagram for the abovementioned property.

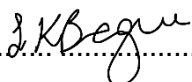
The attached diagram is indicative of the location of the internal drains that connect the building to the Council's sewer. However the actual location of the drains should be accurately determined on site.

The attached diagram also indicates the location of a Council sewer that services this property. However the actual location of the main should be accurately determined on site.

You are also advised that there may be other drains, services and easements affecting this property and that further investigation may be necessary to determine the location of all such facilities.

Yours faithfully

G Harlor
Acting Portfolio General Manager
Natural and Built Character

PER 

Encl

4 ROSS

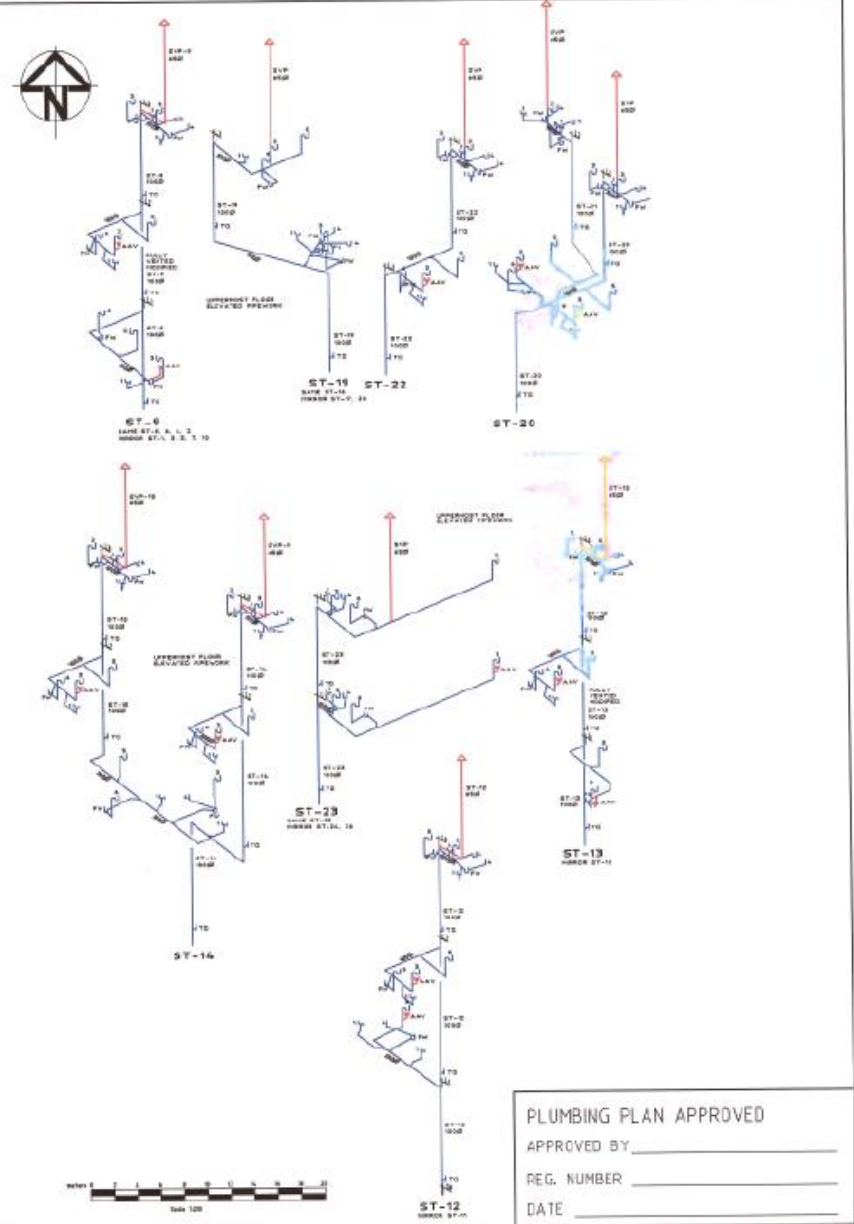
R30F(ii)



SECOND FLOOR PLAN



THIRD FLOOR PLAN



PLUMBING PLAN APPROVED
 APPROVED BY _____
 REG. NUMBER _____
 DATE _____

D WORK AS EXECUTED. X FOR APPROVAL. DATE DESCRIPTION	14/6/0 18/11/11 DATE DESCRIPTION	DATE DESIGN	UNIT ACT BUILDERS	CONSULTANT PIERRE DRAGH CONSULTING ENGINEERS PTY. LTD. 0438 625 440	PROJECT PROPOSED UNIT DEVELOPMENT LOT 1 DP1136551 LOT 1 DP470777 4 ROSS ROAD QUEANBEYAN, NSW	DESIGNED BY 15 DRAWN BY 15 AUTHORIZED 15 DATE 15/11	TITLE HYDRAULIC SERVICES	SCALE 1:100 @ A1 JOB NO. 15ACT02 DRAWING NO. H03



- SEWER WAS DIVERTED
 - NEW SEWERTIE IS MARKED

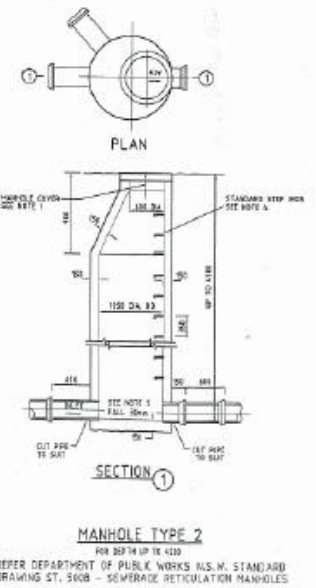
QUEANBEYAN CITY COUNCIL
 Construction Certificate under the
 Environmental Planning and Assessment Act
 1979 (as amended).
 Construction Certificate No. CC04 2011
 Date: 14 JUL 2011
 The Construction Certificate is to be read
 and complied with in conjunction with
 Council's conditions of
 development consent.
 Signature: [Signature]

Queanbeyan City Council
APPROVED
 Manager Engineering
 Date: 13.1.2011

Queanbeyan City Council
AUDITED
 Development Engineer
 Date: 14.7.11

- GENERAL**
- ALL WORKS SHALL BE IN ACCORDANCE WITH APPLICABLE GOVERNMENT CITY COUNCIL'S DEVELOPMENT CONTROL PLAN NO. 22 - SUBURBAN PART BY VARIATION DECISION 07/04 AND PART 92 TECHNICAL APPLICATION FOR SUBURBAN, 2008.
 - ENGINEER SERVICES HAVE BEEN PROVIDED FROM SUPPLIED DATA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION OF ALL EXISTING SERVICES AND OBTAIN ALL RELEVANT CLEARANCES PRIOR TO COMMENCING WORK.
 - ALL LEVELS GIVEN ARE FINISHED SURFACE LEVELS UNLESS NOTED OTHERWISE. WHERE APPLICABLE THE CONTRACTOR SHALL ALLOW FOR THE THICKNESS OF THE PAVED FINISHES.
 - ALL LEVELS ARE TO HOLD SHALL BE TO BE EXACTLY AS SHOWN.
 - THE CONTRACTOR SHALL REMOVE ALL EXCESS EXCAVATION MATERIAL FROM SITE AND DEPOSIT AT AN APPROVED OFF-SITE AREA.
 - THE CONTRACTOR SHALL REMOVE ALL EXCESS EXCAVATION MATERIAL FROM SITE AND DEPOSIT AT AN APPROVED OFF-SITE AREA.
- UNDERGROUND SERVICES**
- THE CONTRACTOR SHALL OBTAIN THE LOCATION OF ALL EXISTING UNDERGROUND SERVICES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
 - UNDERGROUND SERVICES ARE NOT TO BE DEGRADED OR DISRUPTED. ALL SERVICES SHALL BE PROTECTED BY A PLANE TO SUIT THE DEPTHS OF THE SERVICES AND GRADES.

- WATER, SEWER AND STORMWATER MAINS**
- ALL WATER, STORMWATER AND WATER REPLENISH AND STRUCTURES SHALL BE IN ACCORDANCE WITH CODES.
 - ALL STORMWATER MAINS TO BE IN ACCORDANCE WITH CODES. ALL WATER MAINS TO BE IN ACCORDANCE WITH CODES.
 - ROUGH LEVELS FOR WATER AND STORMWATER MAINS ARE PROVIDED FROM THE CENTER OF THE STRUCTURE. ALL MAINS SHALL BE REINFORCED FROM THE INSIDE FACE OF THE STRUCTURE.
 - INVERT LEVELS ARE TO THE CENTER OF STRUCTURE. SPECIFIC LEVELS REFER TO THE CENTER OF THE STRUCTURE.
 - VOIDS UNDER MAINS ARE TO BE PROVIDED ONLY. THE CONTRACTOR SHALL CONSTRUCT THE CONCRETE IN A PLANE TO SUIT THE FINISHED SURFACE LEVELS AND GRADES.
 - THE CONTRACTOR SHALL SECURE ALL PERMITS, ARRANGE ALL DEPARTMENT AND PAY ALL FEES REQUIRED TO COMPLETE THE PROJECT BEFORE COMMENCEMENT.



- MANHOLE COVERS TO BE INSTALLED WITH 40MM COASTING SURFACE. FINISH IN BRICK OR AS DIRECTED. FOR LIGHT TYPE COVERS IN DIMENSION 750 x 750 FOR HEAVY TYPE COVERS IN DIMENSION 900 x 900. WHERE NECESSARY AND WHERE COVERS ARE TO BE INSTALLED OVERALL TO THE EXISTING SURFACE.
- WHERE OUTLET PIPE COVER IS GREATER THAN 100mm, THEN THE PIPE COVER SHOULD BE GREATER THAN 100mm AND MINIMUM TYPES 1 AND 2 COVERS.
- A WORK RELEASE TOP CONE UNITS AND LEGS JOINTS ARE TO BE AS SHOWN. IF CASE IN PLACE, A PLANE COVER FROM EAST TO WEST.
- CASTING AND STEEL STEP BARS TO DRAWING ST 516 TO BE CAST INTO WALLS.
- FULL THROUGH MANHOLES. LEVELS SHOW ON LONG SECTIONS ARE GRADE LINES EXTENDED TO CENTER OF MANHOLE. THEIR ALLOW FOR AN ADDITIONAL FALL. SEE SECTION A-CAD SECTION A-CAD.
- PIPE DIA. 150mm 60mm 450mm 600mm 750mm 900mm 1050mm 1200mm 1350mm 1500mm 1650mm 1800mm 2100mm 2400mm 2700mm 3000mm 3300mm 3600mm 3900mm 4200mm 4500mm 4800mm 5100mm 5400mm 5700mm 6000mm 6300mm 6600mm 6900mm 7200mm 7500mm 7800mm 8100mm 8400mm 8700mm 9000mm 9300mm 9600mm 9900mm 10200mm 10500mm 10800mm 11100mm 11400mm 11700mm 12000mm 12300mm 12600mm 12900mm 13200mm 13500mm 13800mm 14100mm 14400mm 14700mm 15000mm 15300mm 15600mm 15900mm 16200mm 16500mm 16800mm 17100mm 17400mm 17700mm 18000mm 18300mm 18600mm 18900mm 19200mm 19500mm 19800mm 20100mm 20400mm 20700mm 21000mm 21300mm 21600mm 21900mm 22200mm 22500mm 22800mm 23100mm 23400mm 23700mm 24000mm 24300mm 24600mm 24900mm 25200mm 25500mm 25800mm 26100mm 26400mm 26700mm 27000mm 27300mm 27600mm 27900mm 28200mm 28500mm 28800mm 29100mm 29400mm 29700mm 30000mm 30300mm 30600mm 30900mm 31200mm 31500mm 31800mm 32100mm 32400mm 32700mm 33000mm 33300mm 33600mm 33900mm 34200mm 34500mm 34800mm 35100mm 35400mm 35700mm 36000mm 36300mm 36600mm 36900mm 37200mm 37500mm 37800mm 38100mm 38400mm 38700mm 39000mm 39300mm 39600mm 39900mm 40200mm 40500mm 40800mm 41100mm 41400mm 41700mm 42000mm 42300mm 42600mm 42900mm 43200mm 43500mm 43800mm 44100mm 44400mm 44700mm 45000mm 45300mm 45600mm 45900mm 46200mm 46500mm 46800mm 47100mm 47400mm 47700mm 48000mm 48300mm 48600mm 48900mm 49200mm 49500mm 49800mm 50100mm 50400mm 50700mm 51000mm 51300mm 51600mm 51900mm 52200mm 52500mm 52800mm 53100mm 53400mm 53700mm 54000mm 54300mm 54600mm 54900mm 55200mm 55500mm 55800mm 56100mm 56400mm 56700mm 57000mm 57300mm 57600mm 57900mm 58200mm 58500mm 58800mm 59100mm 59400mm 59700mm 60000mm 60300mm 60600mm 60900mm 61200mm 61500mm 61800mm 62100mm 62400mm 62700mm 63000mm 63300mm 63600mm 63900mm 64200mm 64500mm 64800mm 65100mm 65400mm 65700mm 66000mm 66300mm 66600mm 66900mm 67200mm 67500mm 67800mm 68100mm 68400mm 68700mm 69000mm 69300mm 69600mm 69900mm 70200mm 70500mm 70800mm 71100mm 71400mm 71700mm 72000mm 72300mm 72600mm 72900mm 73200mm 73500mm 73800mm 74100mm 74400mm 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377100mm 377400mm 377700mm 378000mm 378300mm 378600mm 378900mm 379200mm 379500mm 379800mm 380100mm 380400mm 380700mm 381000mm 381300mm 381600mm 381900mm 382200mm 382500mm 382800mm 383100mm 383400mm 383700mm 384000mm 384300mm 384600mm 384900mm 385200mm 385500mm 385800mm 386100mm 386400mm 386700mm 387000mm 387300mm 387600mm 387900mm 388200mm 388500mm 388800mm 389100mm 389400mm 389700mm 390000mm 390300mm 390600mm 390900mm 391200mm 39150