

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Fuse Property Ph: 02 5110 7090	56 Monaro Street, Queanbeyan NSW 2620 Fax: Ref: Zoe Stead
co-agent		
vendor	Caitlin Aimee Day 41/4 Ross Road, Queanbeyan NSW 2620	
vendor's solicitor	O'Connor Harris & Co Ph: 02 6247 6077	GPO Box 1483 Canberra ACT 2601 Fax: 02 6247 0984 Ref: Enrica Wong
date for completion	See Special Condition 1	(clause 15)
land (address, plan details and title reference)	41/4 Ross Road, Queanbeyan NSW 2620 Lot 41 Strata Plan 88028 being Folio Identifier 41/SP88028 (copy attached)	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <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 type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: 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 type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

**Where there is more than one purchaser** ☐ JOINT TENANTS  
☐ tenants in common ☐ in unequal shares, specify: \_\_\_\_\_

**GST AMOUNT** (optional) The price includes GST of: \$

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

**SIGNING PAGE**

<b>VENDOR</b>	<b>PURCHASER</b>
<p><b>Signed by</b></p>  <p>_____</p> <p>Vendor</p>  <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>  <p>_____</p> <p>Purchaser</p>  <p>_____</p> <p>Purchaser</p>
<b>VENDOR (COMPANY)</b>	<b>PURCHASER (COMPANY)</b>
<p><b>Signed by</b> _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>	<p><b>Signed by</b> _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>

**Choices**Vendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 4): \_\_\_\_\_**Manual transaction** (clause 30)☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

**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 a **GSTRW payment**  
(GST residential withholding payment)☒ NO☐ yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

**GSTRW payment (GST residential withholding payment) – 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 representative:

Supplier's contact 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 **GSTRW 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

<p><b>General</b></p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><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</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input checked="" type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p><b>Home Building Act 1989</b></p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 59 other document relevant to off the plan contract</p> <p><b>Other</b></p> <p><input type="checkbox"/> 60</p>
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**HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number**

## **SPECIAL CONDITIONS**

### **Completion**

1. (a) Completion of this Contract for Sale shall take place within 30 days of the date hereof.
- (b) Completion of this Contract shall take place electronically or as the Vendor's Solicitor may direct.
- (c) If the parties have not completed this Contract pursuant to this Special Condition, the parties agree that fourteen (14) days shall be a reasonable time in which either party may require the other by Notice to Complete to complete this Contract for Sale making time of the essence in that regard. In the event the Vendor issues a Notice to Complete pursuant to this clause then the sum of \$165.00 (inclusive of GST) must be paid by the Purchaser which amount shall be added to the balance payable on Completion to cover legal costs and other expenses incurred by the Vendor as a consequence of the delay, as a genuine pre-estimate of those additional expenses.

### **Damages for Late Completion**

2. Without limiting the right of the vendor pursuant to any other clause hereof, if completion of this Contract for Sale is not effected as stated in accordance with Special Condition 1 hereof then without further notice to the purchasers, the vendor shall be entitled to interest on the unpaid balance of purchase monies at the rate of 10% per annum on a daily basis, computed from the date fixed for completion as aforesaid to and including the actual completion date and the vendor may recover such interest from the purchasers by way of liquidated damages upon completion. The vendor may calculate the interest from the last day of each calendar month and treat such interest as an accretion to the balance of purchase money for the purpose of calculation of further interest payable and the purchase price is to be varied accordingly. The parties agree that the amount of any damages payable pursuant to this clause is a genuine and honest pre-estimate of loss to the vendor for the delay in completion.

### **Alterations to Improvements**

3. The Purchaser shall make no objection or requisition or claim for compensation for any improvements erected on the land or alteration thereto which does not comply with any of the provisions of the Local Government Act 1993 the Ordinance made thereunder and the plans and specifications, if any, approved by the relevant Council of there has been any contravention of the said Local Government Act 1993 or the said Ordinance made thereunder or any departure from the said approved plans and specifications.

### **Purchaser Relies on own Enquiries**

4. The Purchaser acknowledges that it does not rely in this Contract upon any warranty or representation made by the Vendor or any other person on behalf of the Vendor except such as are expressly provided herein but the Purchaser has relied entirely upon its own enquiries relating to an inspection of the property and all improvements thereon and the Purchaser further acknowledges that it accepts the property, the improvements thereon and any chattels included in this Contract in their present condition subject to fair wear and tear and including any defects whether latent or patent.

### **Rescission for Death, Mental Incapacity or Liquidation**

5. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this Special Condition not been included herein prior to completion, should either party (or any of them if more than one):
  - (a) die or become a mentally ill or mentally disordered person within the meaning of the Mental Health Act 2007, as amended; or
  - (b) become bankrupt, or if a company resolve to go into liquidation, or should a petition for the winding up of either party be presented, or should either party enter into any scheme or other arrangement for the benefit of its creditors or should any liquidator, receiver or manager be appointed in respect of either party;

THEN either party may rescind this Contract by notice in writing forwarded to the other party's solicitor named herein and thereupon this Contract shall be at an end and the provision of Clause 19 hereof shall apply.

### **Fences**

6. As regards the fences the Purchaser shall take the property as it stands and no requisition or objection shall be made or compensation allowed by reason of the fact that any of the fences are not actually on the correct boundary lines and/or are the subject of any agreement, agreements, order or orders of any Land Board or Court or other competent authority relating to give and take fences.

### **Rescission for Breach of Warranty**

7. Should the purchaser become entitled to rescind this Contract for the breach of the warranty in clause 1(d) of Schedule 3, Part 1 of the Conveyancing (Sale of Land) Regulations 2010, the vendor shall also be entitled to rescind the Contract provided such right is exercised before the purchaser has served his notice of rescission.

### **Requisitions on Title**

8. Notwithstanding anything to the contrary contained in this Contract or implied at common law, the Purchaser acknowledges that its rights to raise requisitions on title in respect of this Contract and the property the subject of this Contract shall be in the form annexed hereto. The Purchaser shall be deemed to have served upon the Vendor's solicitor immediately following the exchange of the Contract requisitions in the form annexed.

### **Amendments to the printed form of Contract**

9. This Contract shall be read and construed as if:
  - (a) 16.12 delete "but the vendor must pay the purchaser's additional expenses including any agency or mortgagee fee".
  - (b) Clause 25 ("Qualified title, limited title and old system title") to Clause 29 ("Conditional contract") inclusive are deleted.

### **Rates Adjustments**

10. Notwithstanding Clauses 14.1 and 14.2 the Vendors will not make an adjustment of water usage unless the Purchaser prior to completion tenders a special water meter reading.

### **Cancelled Settlement**

11. If the Purchasers fail to effect settlement after appropriate arrangements have been made, the sum of \$220.00 (inclusive of GST) for each instance is payable by the Purchasers which amount shall be added to the balance payable on completion to cover legal costs and other expenses incurred by the Vendors as a consequence of rescheduling settlement, as a genuine pre-estimate of those additional costs.

### **Electronic signature and exchange**

12. (a) Each party agrees to accept:
- (i) Electronic signatures; or
  - (ii) A copy of a wet signature
- and the parties warrant that this is sufficient evidence of:
- (iii) The parties' intention to enter into and be bound by the Contract;
  - (iv) The parties' consent to conducting this Contract electronically; and
  - (v) The Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.
- (b) Each party consents to electronic exchange of this Contract.

### **Guarantee and indemnity**

13. If the Purchaser is a corporation:
- (a) In consideration of the Vendor entering into this Contract at the Guarantor's request, the Guarantor guarantees to the Vendor:
    - (i) payment of all money payable by the Purchaser under this Contract; and
    - (ii) the performance of all of the Purchaser's other obligations under this Contract.
  - (b) The Guarantor:
    - (i) indemnifies the Vendor against any claim, action, Loss, damage, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default by the Purchaser of its obligations under this Contract; and
    - (ii) must pay on demand any money due to the Vendor under this indemnity.
  - (c) The Guarantor is jointly and separately liable with the Purchaser to the Vendor for:
    - (i) the performance by the Purchaser of its obligations under this Contract; and
    - (ii) any damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the Vendor.
  - (d) The Guarantor must pay to the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this clause.
  - (e) If the Vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor's obligations under this clause.

- (f) The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:
  - (i) the granting of any time, waiver, covenant not to sue or other indulgence;
  - (ii) the release or discharge of any person;
  - (iii) an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person;
  - (iv) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Vendor by this Contract, a statute, a Court or otherwise;
  - (v) payment to the Vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
  - (vi) the winding up of the Purchaser.
- (g) The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.
- (h) This clause binds the Guarantor and the executors, administrators and assigns of the Guarantor.
- (i) This clause operates as a deed between the Vendor and the Guarantor.

EXECUTED BY

)  
)  
)

\_\_\_\_\_  
Name of Guarantor

\_\_\_\_\_  
Signature of Guarantor

in the presence of:

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness

EXECUTED BY

)  
)  
)

\_\_\_\_\_  
Name of Guarantor

\_\_\_\_\_  
Signature of Guarantor

in the presence of:

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness



**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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—
  - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
  - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock 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:
 

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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)**

1.1 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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<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>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>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<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 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>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>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 <sup>th</sup> if not);
<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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<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</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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> ;
<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).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

## **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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
- 4.2.2 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.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and populate an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 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.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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.

- 4.13 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 –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 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 *serving* 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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 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.
- 16.4 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

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 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 4.8 or clause 30.4);
  - 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;
  - 20.6.7 served at the earliest time it is served, if it is served more than once; and
  - 20.6.8 served if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 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 *serving* 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 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
  - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 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 s171 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 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 14.6 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 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

**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 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
    - 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
    - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
    - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
    - 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
  - **Place for completion**
    - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
      - 30.6.1 if a special completion address is stated in this contract - that address; or
      - 30.6.2 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
      - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
    - 30.7 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.
    - 30.8 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.
  - **Payments on completion**
    - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
    - 30.10 *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 –
      - 30.10.1 the amount is to be treated as if it were paid; and
      - 30.10.2 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).
    - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
    - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
      - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
      - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.12.3 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.
    - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
      - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
      - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

### 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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 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.

47/4 Ross Road, Queanbeyan NSW 2620

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:      **Unit**  
Dated:

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### Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
  - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
  - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
    - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
    - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

**Affectations, notices and claims**

21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

#### **Applications, Orders etc**

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
  - (b) notices of or investigations by the Owners Corporation;
  - (c) notices or orders issued by any Court; or
  - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
  - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

#### **Owners Corporation management**

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
  - (b) when does the term or each appointment expire; and
  - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
  - (b) fire safety;
  - (c) occupational health and safety;
  - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
  - (e) the preparation and review of the 10 year plan for the capital works fund; and
  - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

**Capacity**

45. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

**Requisitions and transfer**

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
48. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 41/SP88028

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
24/1/2023	9:13 AM	3	16/8/2017

LAND

-----

LOT 41 IN STRATA PLAN 88028

AT QUEANBEYAN

LOCAL GOVERNMENT AREA QUEANBEYAN-PALERANG REGIONAL

FIRST SCHEDULE

-----

CAITLIN AIMEE DAY

(T AM649470)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP88028
- 2 AM649471 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

op03180015

PRINTED ON 24/1/2023



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP88028

SEARCH DATE	TIME	EDITION NO	DATE
24/1/2023	9:16 AM	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)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 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
- 3 AG793384 EASEMENT TO DRAIN SEWAGE 3 METRE(S) WIDE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 AG793385 EASEMENT TO DRAIN WATER & SEWAGE 4 METRE(S) WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 5 AG793386 EASEMENT TO DRAIN WATER & SEWAGE 4 METRE(S) WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 6 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)

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP88028

PAGE 2

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

STRATA PLAN 88028

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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 \*\*\*

op03180015

PRINTED ON 24/1/2023

Obtained from NSW LRS on 24 January 2023 08:16 AM AEST

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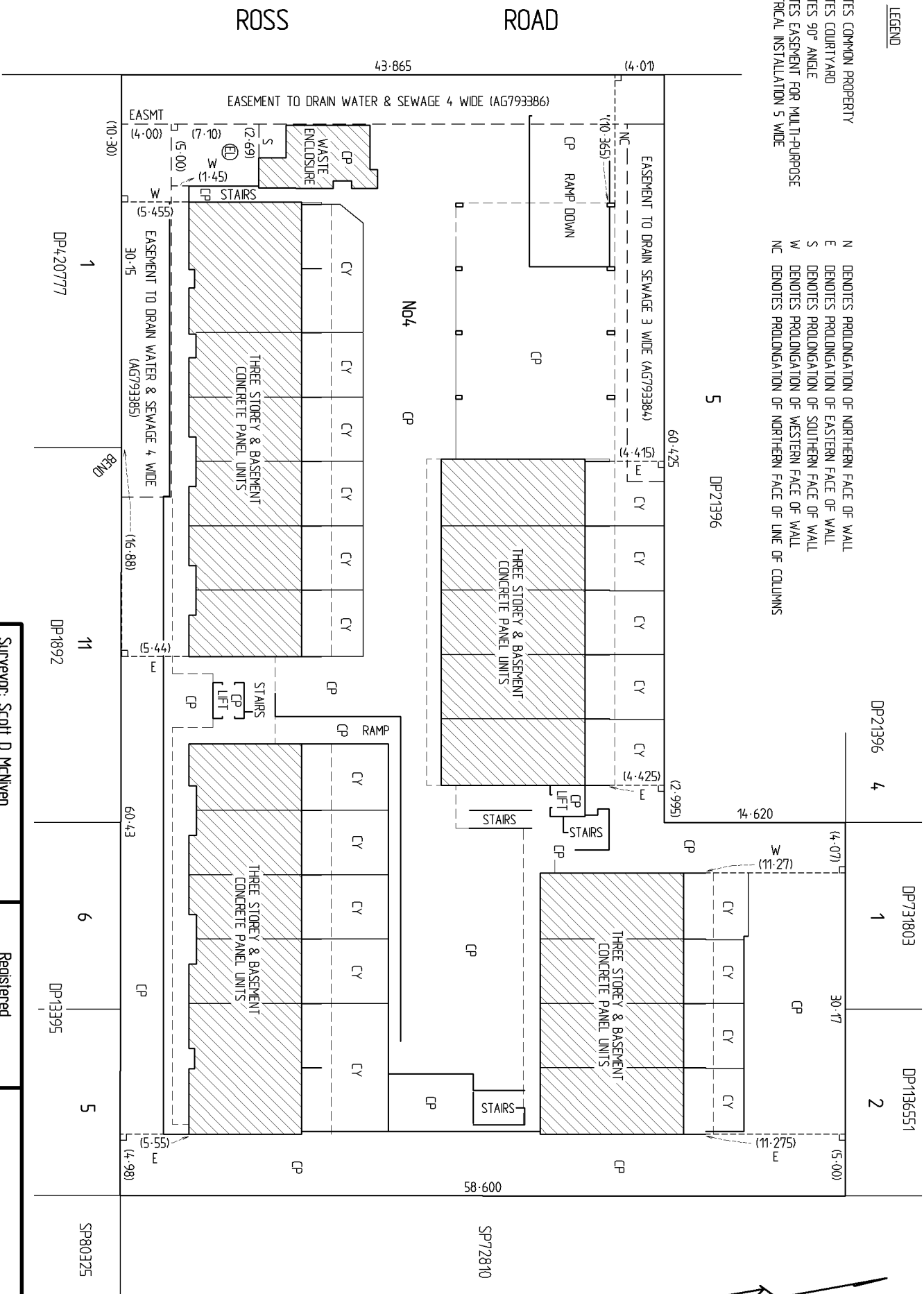
\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. GlobalX hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900. Note: Information contained in this document is provided by GlobalX Pty Ltd, ABN 35 099 032 596, [www.globalx.com.au](http://www.globalx.com.au) an approved NSW Information Broker.



LEGEND

- CP DENOTES COMMON PROPERTY  
CY DENOTES COURTYARD  
90° DENOTES 90° ANGLE  
EIP 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



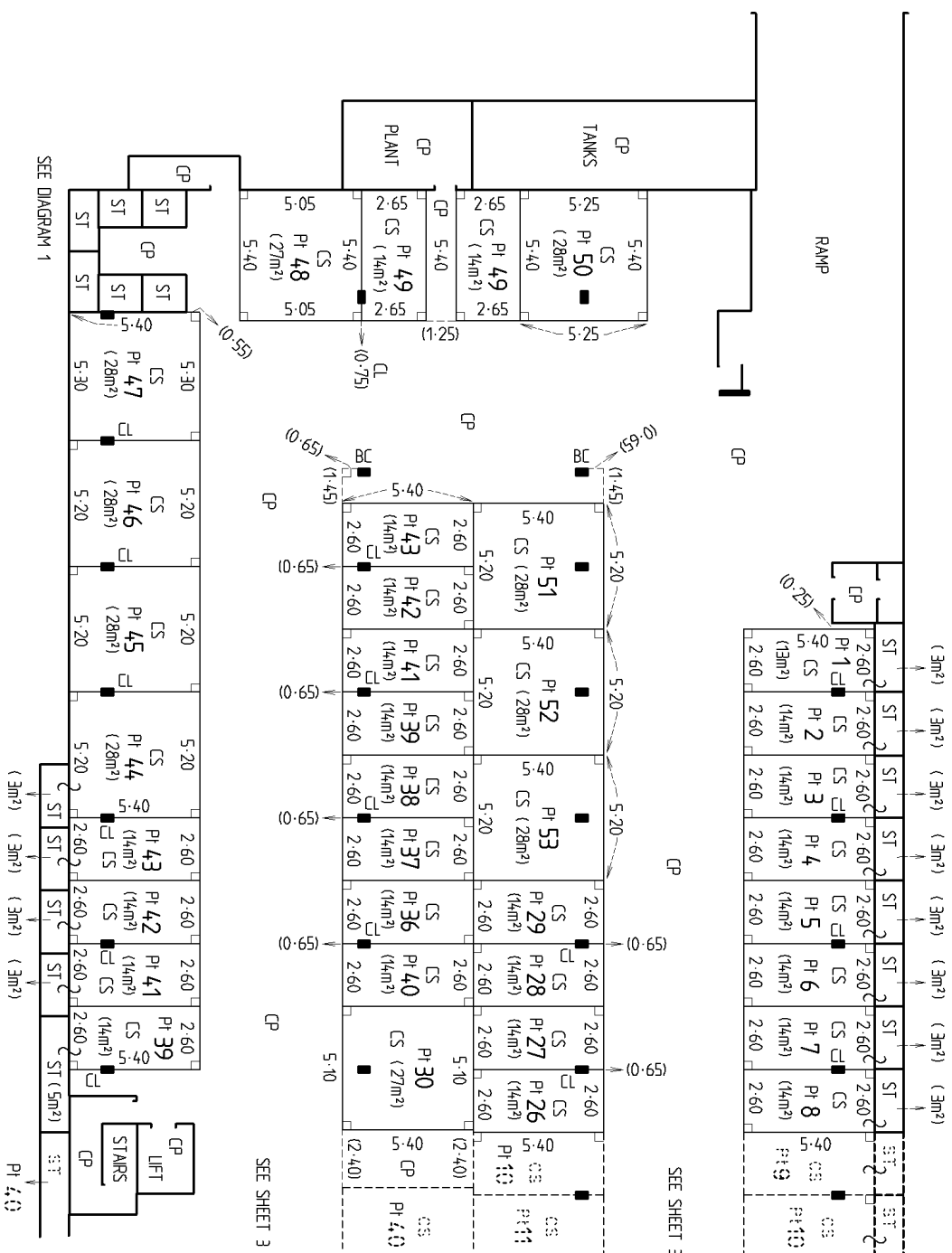
10 20 30 40 50 60 70 80 90 100 110 120 130 140

Surveyor: Scott D McInven  
Surveyor's Ref: 11002  
Subdivision No: 2-2013/SUBCT  
Lengths are in metres - Reduction Ratio 1:500

Registered  
14.3.2013

SP88028

SP88028

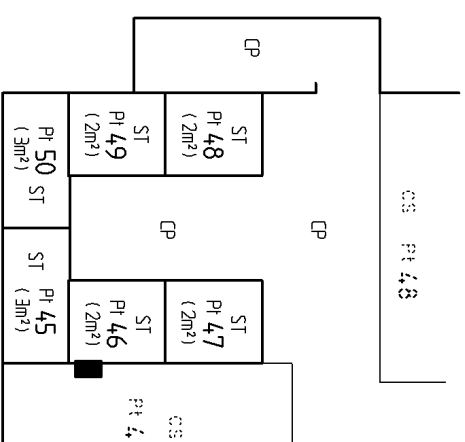


## LEGEND

- 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

Surveyor: Scott D McInven

Surveyor's Ref: 11002

Subdivision No: 2-2013/SUBCT

Lengths are in metres. Reduction Ratio 1:200

Registered

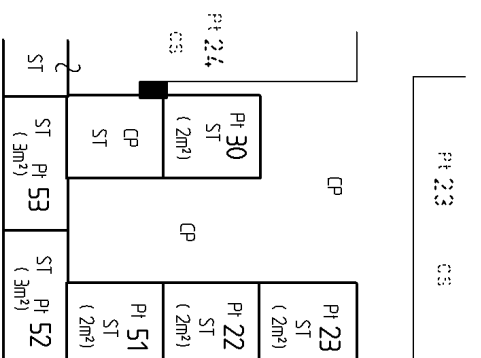


14.3.2013

SP88028



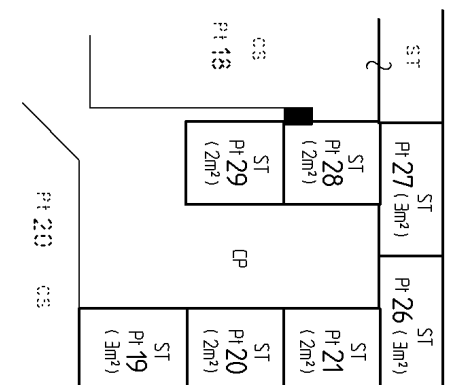
**DIAGRAM 2**  
SCALE 1:100



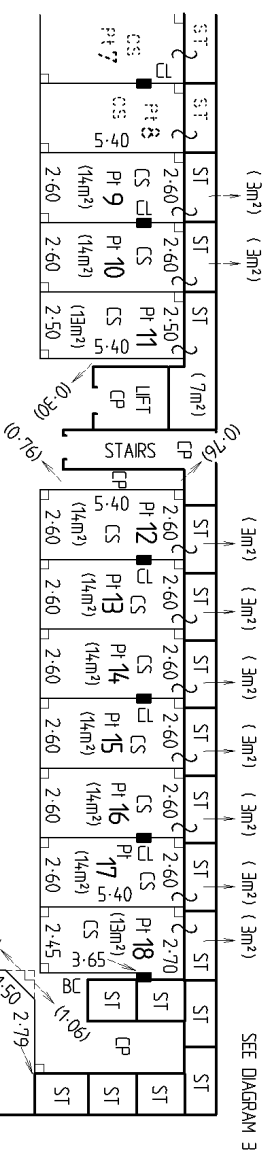
**LEGEND**

- 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
- 90° ANGLE

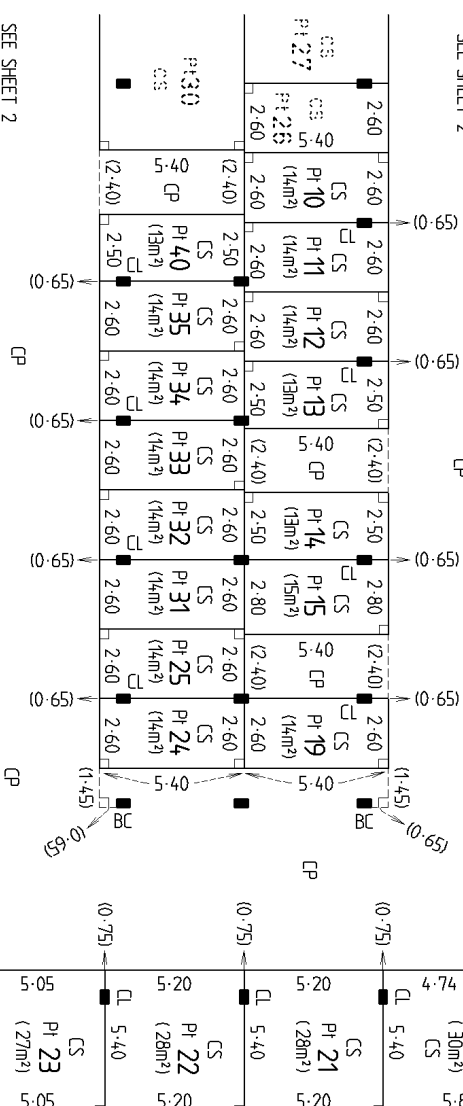
**DIAGRAM 3**  
SCALE 1:100



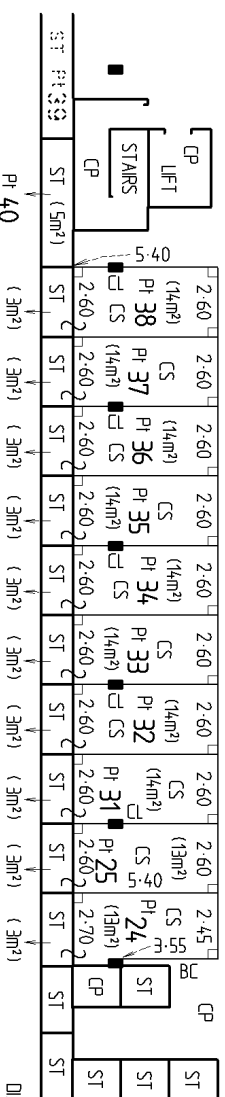
CAR SPACES ARE FULLY COVERED  
CONCRETE SUPPORT COLUMNS ARE COMMON PROPERTY  
ALL AREAS ARE APPROXIMATE



SEE SHEET 2



SEE SHEET 2



SEE

**BASEMENT PLAN**

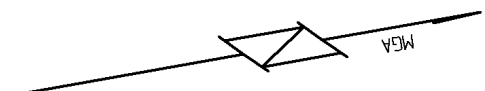
Surveyor: Scott D McIven  
Surveyor's Ref: 11002  
Subdivision No: 2-2013/SUBCT  
Lengths in metres - Reduction Ratio 1:200



Registered  
14.3.2013

**SP88028**

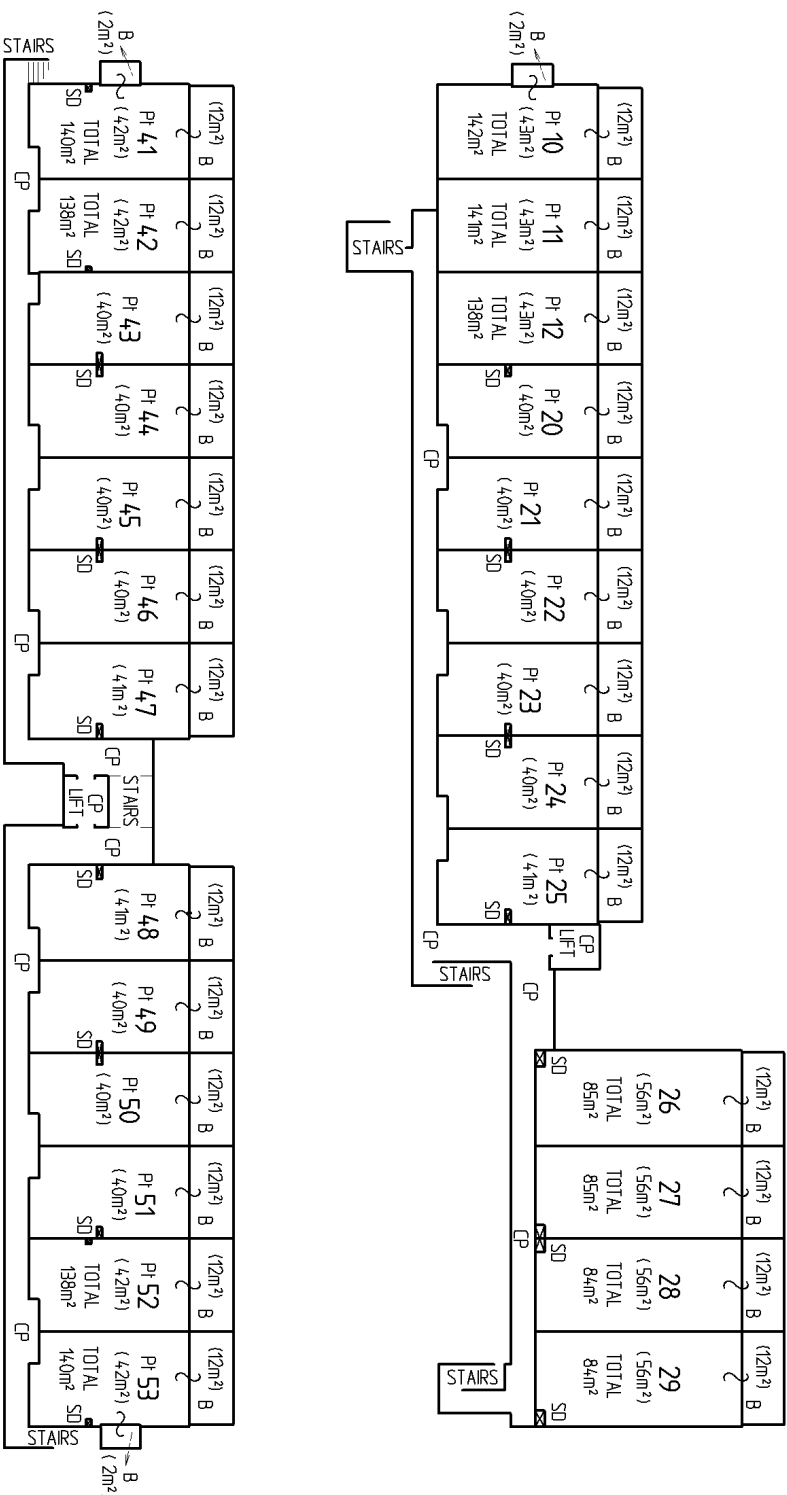
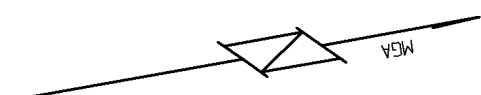
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(12m <sup>2</sup> ) B	(12m <sup>2</sup> ) B	(12m <sup>2</sup> ) B	(12m <sup>2</sup> ) B	(12m <sup>2</sup> ) B	(12m <sup>2</sup> ) B
P1 36 (4.4m <sup>2</sup> )	P1 37 (4.3m <sup>2</sup> )	P1 38 (4.3m <sup>2</sup> )	P1 39 (4.3m <sup>2</sup> )	P1 52 (4.4m <sup>2</sup> )	P1 53 (4.4m <sup>2</sup> )
SD TOTAL 165m <sup>2</sup>	SD TOTAL 162m <sup>2</sup>	SD TOTAL 162m <sup>2</sup>	TOTAL SD 164m <sup>2</sup>		SD

SP88028

## 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

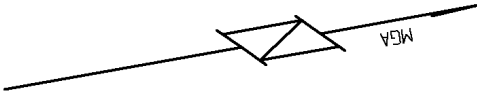
SECOND FLOOR PLAN

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



Registered  
14.3.2013

SP88028



Pt 20 (44m²) TOTAL 128m²	Pt 21 (43m²) TOTAL 125m²	Pt 22 (43m²) TOTAL 125m²	Pt 23 (43m²) TOTAL 124m²	Pt 24 (43m²) TOTAL 125m²	Pt 25 (44m²) TOTAL 127m²
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Pt 43 (43m²) TOTAL 126m²	Pt 44 (43m²) TOTAL 126m²	Pt 45 (43m²) TOTAL 126m²	Pt 46 (43m²) TOTAL 125m²	Pt 47 (44m²) TOTAL 127m²
-----------------------------------	-----------------------------------	-----------------------------------	-----------------------------------	-----------------------------------

Pt 48 (44m²) TOTAL 126m²	Pt 49 (43m²) TOTAL 125m²	Pt 50 (43m²) TOTAL 126m²	Pt 51 (43m²) TOTAL 125m²
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THIRD FLOOR PLAN

ALL AREAS ARE APPROXIMATE

Surveyor: Scott D McIven  
Surveyor's Ref: 11002  
Subdivision No: 2-2013/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 2013Subdivision number: 2 - 2013 / SUBCTRelevant Development Consent number: 353 - 2010Issued by: QUEANBEYAN CITY COUNCILSignature: 

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~~ <sup>B</sup> ~~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: 11/12/12

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

ePlan

# 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)

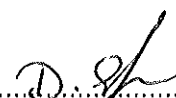
Office Use Only		Office Use Only	
Registered:  14.3.2013	<b>SP88028</b>		
PLAN OF SUBDIVISION OF LOT 1 DP1136551			
Subdivision Certificate number: <u>2-2013/SUBCT</u> Date of endorsement: <u>25 February 2013</u>		This sheet is for the provision of the following information as required: <ul style="list-style-type: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

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

  
John Domitrovic  
Director

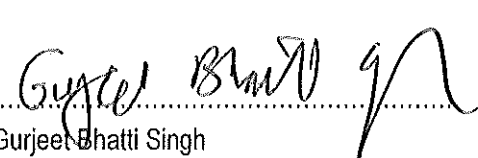
  
Rosemarie Elizabeth Domitrovic  
Director

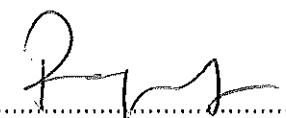
  
Boris Domitrovic

  
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 L.

If space is insufficient use additional annexure sheet.

Surveyor's Reference: 11002

**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)**

<b>Number of item shown in the intention panel on the Plan</b>	<b>Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the Plan</b>	<b>Burdened lots or parcel(s)</b>	<b>Benefited lot(s), road(s), bodies or prescribed authorities</b>
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.

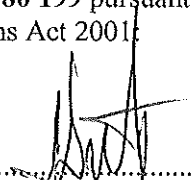

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS FOR PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND OR RESTRICTIONS ON THE USE  
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B CONVEYANCING ACT 1919**

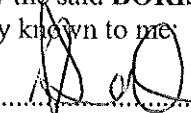

ePlan 5  
(Sheet 2 of 5 sheets)

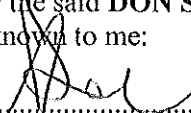
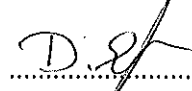
Plan: **SP88028**

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.

**SIGNATURES FOR PART 1 (CREATION)**

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

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

<p>SIGNED by the said <b>DON SIPINKAS</b> who is personally known to me:</p> <p> ..... Witness William John Baker Print name of Witness 260 Crawford Street, Queanbeyan Address NSW 2620</p>	<p> ..... Don Sipinkas</p>
---	--

**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 5  
(Sheet 3 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.


SIGNED by the said **TONY MILOSIS** who is  
personally known to me:

Witness

  
William John Baker

Print name of Witness

260 Crawford Street Queanbeyan  
Address NSW 2620

  
Tony Milosis

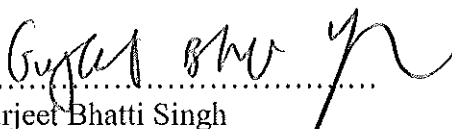
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS FOR PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND OR RESTRICTIONS ON THE USE  
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B CONVEYANCING ACT 1919**

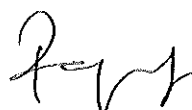
ePlan  
(Sheet 4 of 5sheets)

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**

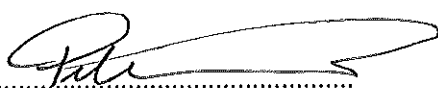
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS FOR PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND OR RESTRICTIONS ON THE USE  
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B CONVEYANCING ACT 1919**

ePlan  
(Sheet 5 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.

**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



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

# TRANSFER GRANTING EASEMENT

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

**Dominant Tenement**

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

Name, Address or DX, Telephone and Customer Account Number if any

DX 180 SYDNEY LLPN123426A

PH 9233 1314 FAX 9233 2878

Reference: BEVAN - DOMVEST

**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) **TRANSFeree**

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) appears 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 of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

JOHN DOMITROVIC  
Director

Office held:

ROSEMARIE DOMITROVIC  
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 of authorised officer:

Name of witness:

Authorised officer's name:

Address of witness:

Authority of officer:

Robert Black

Signing on behalf of:

257 Crawford St  
QUEANBEYAN NSW 2620  
Queanbeyan NSW

QUEANBEYAN CITY COUNCIL

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

2620

LAND AND PROPERTY MANAGEMENT AUTHORITY

1008

Page 1 of 7

Form acceptable re water  
damage 100% DED3  
2/3/2012

PROV. ON 2/2/12 0120TD  
FOR TV

Annexure A to Transfer Granting Easement

\*CHARLES N.Z. & 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  
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: 

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:

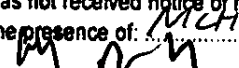
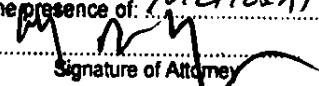
Certified correct for the purposes of the Real Property Act 1900 by the transferor:

Signature of Witness: 

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

Address of Witness:

Signature of Transferor:  
DON SIPINKAS

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 Guyanesh Dhatti 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  
GUYANESH DHATTI  
Full name of Attorney

**Annexure B to Transfer Granting Easement**

*\*CHARLES NZ. L.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:

*Transferee*

NEIL CHARLES TREWARTHA

**Annexure C 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** ...../...../.....

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:



Signature of Authorised Person:



Name of Authorised Person: ~~DANNY ANTON GUGLIELMIN~~

Name of Authorised Person: Antonio GIOVANNI

Office Held: DIRECTOR SECRETARY

Office Held: GUGLIELMIN

DIRECTOR

**Annexure D to Transfer Granting Easement**

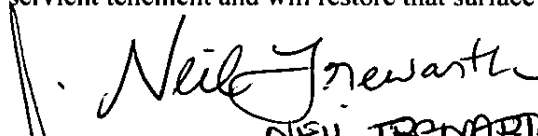
\*CHARLES ND. X.J.

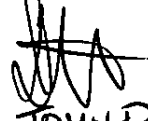
**Parties:** From DOMVEST PTY LIMITED ACN 126 880 199, BORIS DOMITROVIC, TONY MILOSIS & DON SIPINKAS to NEIL THOMAS TREWARTHA AS TO FOLIO IDENTIFIER 11/1/1892, GUGLIELMIN DEVELOPMENTS PTY LIMITED as to FOLIO IDENTIFIER 1/420777 and QUEANBEYAN CITY COUNCIL

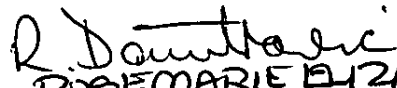
**Dated** ...../...../.....

**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 its original condition.

  
NEIL TREWARTHA


  
JOHN DOMITROVIC

  
ROSEMARIE ELIZABETH DOMITROVIC

  
BORIS DOMITROVIC

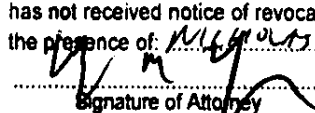
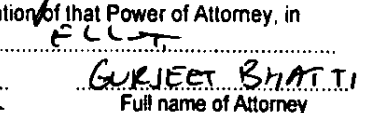
  
TONY MILOSIS

  
DON SIPINKAS

  
DENNY GUGLIELMIN

  
ANTONIO GUGLIELMIN

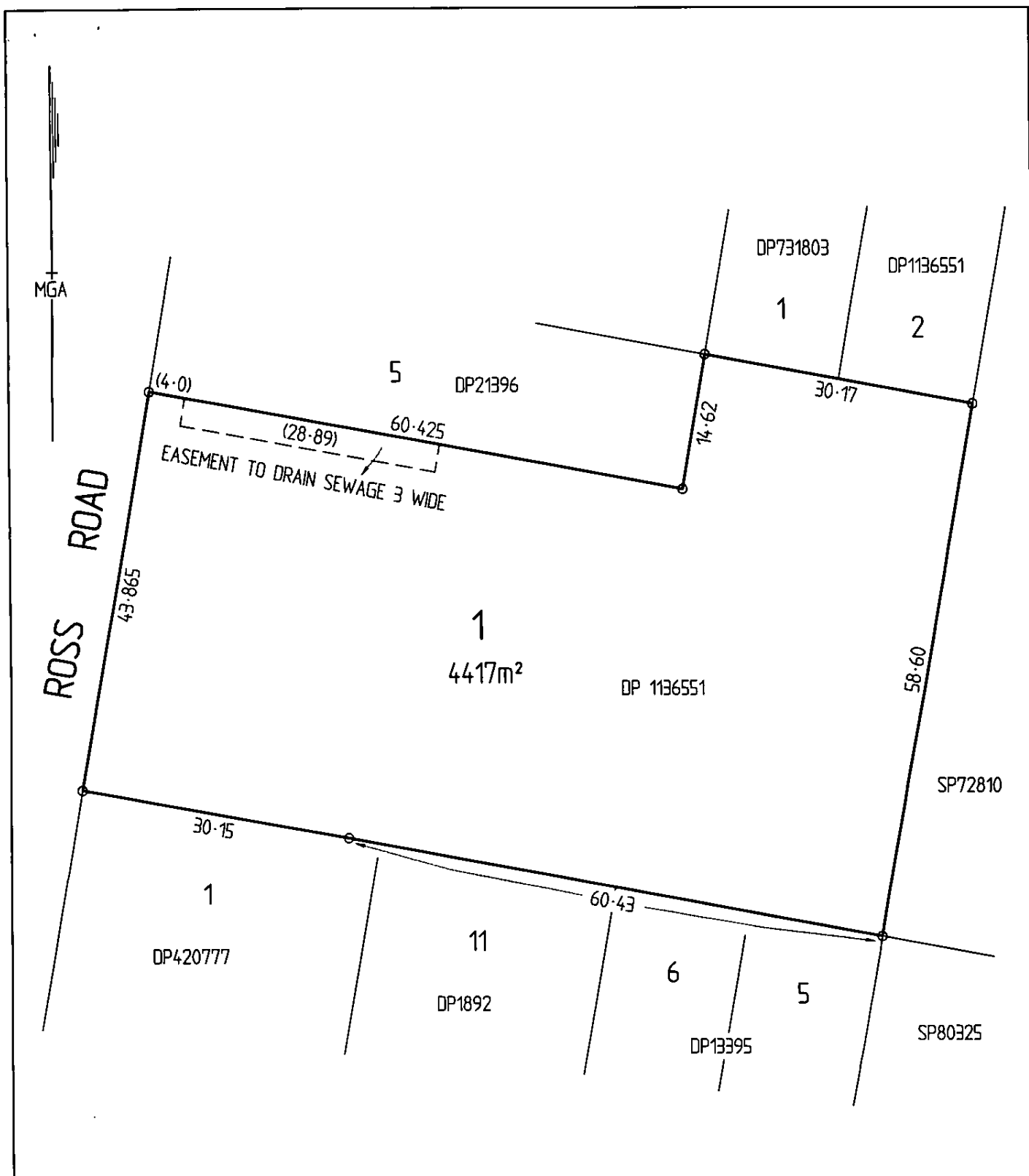
  
PHILIP GIBBONS

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 MD 41063 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:  

Signature of Attorney

Full name of Attorney

u g n



EASEMENT DIAGRAM	L.G.A: QUEANBEYAN	<p>Surveying Regulation, 2006</p> <p>I, <u>Scott D McNiven</u>  <u>8 Shout Place, Pearce, ACT 2607</u>  of <u>Lot 1 DP1136551</u>  a surveyor registered under the Surveying Act, 2002,  certify that the survey represented in this plan is accurate,  <del>has been made in accordance with the Surveying</del>  <del>Regulation 2006</del> 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

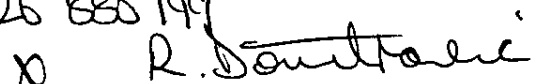
LENGTHS ARE IN METRES

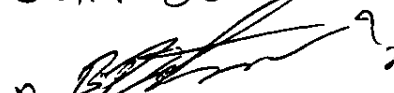
Signatures, seals and statements of intention to create  
easements or restrictions as to user

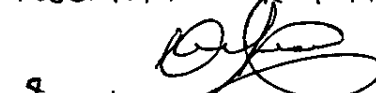
  
NEIL TRENTARHTA

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

  
JOHN DOMITROVIC

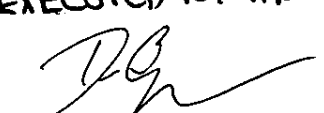
  
ROSEMARIE ELIZABETH DOMITROVIC

  
BORIS DOMITROVIC


  
TONY MILOSIĆ

  
DON SIPINKAS

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

  
DENNY GUGLIELMIN

  
ANTONIO GUGLIELMIN

  
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 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 ECU 511

  
Signature of Attorney

GURJEET BHATTI  
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	Dominant Tenement
FOLIO IDENTIFIER 1/1136551 FOLIO IDENTIFIER 1/1136551 <i>Dracur</i>	QUEANBEYAN CITY COUNCIL FOLIO IDENTIFIER 11/1/1892

**RELOADED**

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

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

TIME: 3.30

(C) **TRANSFEROR**

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 of authorised person:

Name of authorised person:

Name of authorised person:

Office held: JOHN DOMITROVIC  
Director

Office held: ROSEMARIE ELIZABETH DOM  
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 of authorised officer:

Name of witness:

Authorised officer's name:

Address of witness:

Authority of officer:

Signing on behalf of:

*Robert Black*  
257 Crawford St  
Queanbeyan NSW 2620  
3620

*Philip Gibbons*  
MANAGER DEVELOPMENT  
CONTROL  
QUEANBEYAN CITY COUNCIL

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1008

LAND AND PROPERTY MANAGEMENT AUTHORITY

Form acceptable re water  
damage *my L DRD3*  
2/3/2012



**Annexure A to Transfer Granting Easement**

*\*CHARLES N.B. 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 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]*

Name of Witness: **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: *Deborah Bremer*

*[Signature]*

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: *Deborah Bremer*

*[Signature]*

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 4376 Folio 110 by *Michael S. Smith* 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]*  
Signature of Attorney: *[Signature]* Full name of Attorney: **WILLIAM B. SMITH**


**Annexure B 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 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: 

Name of Witness: KATRINA TREWARTHA

Address of Witness: 151 SNOWGUM ROAD  
BYWONG, NSW

Signature of Transferor: 

NEIL CHARLES TREWARTHA

**Annexure C to Transfer Granting Easement**

*CHARLES NJ. 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 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.

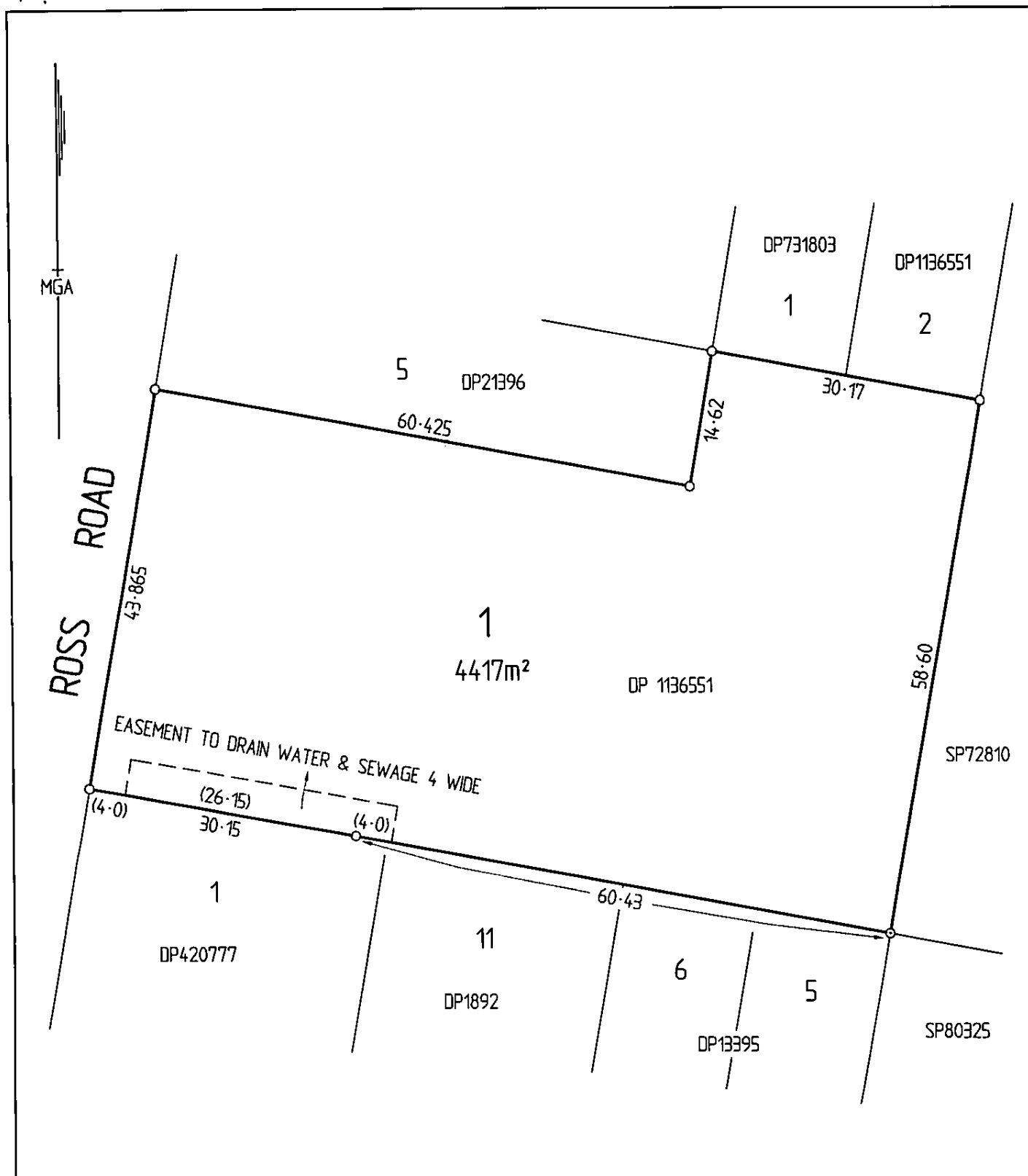
Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, from time to time and at all 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.

*AN* *Neil Trewarth* *D.S.* *[Signature]*  
*R. Domitrovi* *[Signature]*

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 *Bank 4376 NO 410* by *Gaijeet Bhat* 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: *NICHOLA ELLCOTT*

*[Signature]* *Gaijeet Bhat*  
Signature of Attorney Full name of Attorney

*[Signature]*  
*PHILIP GIBSON*



<b>EASEMENT DIAGRAM</b>	L.G.A: QUEANBEYAN	<p>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,  <del>has been made in accordance with the Surveying</del>  <del>Regulation 2006</del> and was completed on:</p> <p>14th October 2011</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 J Newarth*

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

*[Signature]*  
JOHN DOMITROVIC  
DIRECTOR

*R. Domitrovic*  
ROSEMARIE ELIZABETH DOMITROVIC  
DIRECTOR

*[Signature]*  
BORIS DOMITROVIC

*[Signature]*  
TONY MILLOSIS

*[Signature]*  
DON SIPINKAS

*[Signature]*  
PHILIP GIBBONS

Executed for and on behalf of Australia and New Zealand Banking Group  
Limited ABN 11 686 387 622 pursuant to the Power of Attorney dated  
18 November 2002 and registered in the *New South Wales*  
registration number *Doc 4376 No 440 by Corie et Bhatt*  
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: *AV HUNT ELLIS*

*[Signature]*  
Signature of Attorney

*Corie et Bhatt*  
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	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
BOX 582W	<b>SERVICE FIRST REGISTRATION</b> DX 169 SYDNEY LLPN123426A PH 9233 1314 FAX 9233 2878 Reference: <u>BLVDN - DOMVEST</u>	<b>TG</b>

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) TRANSFEREE**

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 of authorised person: R. Domitrovi

Name of authorised person:

Name of authorised person:

Office held: JOHN DOMITROVIC  
Director

Office held: ROSEMARIE DOMITROVIC  
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 of authorised officer: [Signature]

Name of witness:

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

Address of witness:

ROBERT BLACK  
257 CRAWFORD ST  
QUEANBEYAN NSW 2620

Annexure A to Transfer Granting Easement

CHARLES N.F. 20

**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**  
32 Monaro Street  
QUEANBEYAN NSW 2620

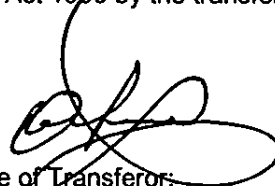
**Signature of Transferor:**  
**BORIS DOMITROVIC**

**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: 

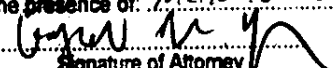
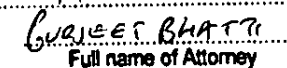


**Name of Witness:**  
**Deborah Bremer**  
32 Monaro Street  
QUEANBEYAN NSW 2620

**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 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 ELLOTT.

   
Signature of Attorney 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: *Katrina Trewartha*

*Neil Trewartha*  
Signature of Transferor:

Name of Witness: KATRINA TREWARTHA

Address of Witness: 151 SNOWGUM ROAD  
BYWONG, NSW

NEIL CHARLES TREWARTHA



Annexure C to Transfer Granting Easement

\*CHARLES N.J. 23.

**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) 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:



Signature of Authorised Person:



Name of Authorised Person: **DEVIN ANTONIO GUGLIELMIN**  
Office Held: **DIRECTOR/SECRETARY**

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

**Annexure D to Transfer Granting Easement**

*\*CHARLES NA. & 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

**B**

**Dated** ...../...../.....

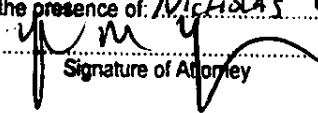
**TERMS OF EASEMENT TO DRAIN WATER & SEWAGE 4 WIDE REFERRED TO HEREIN:**

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 it's original condition.

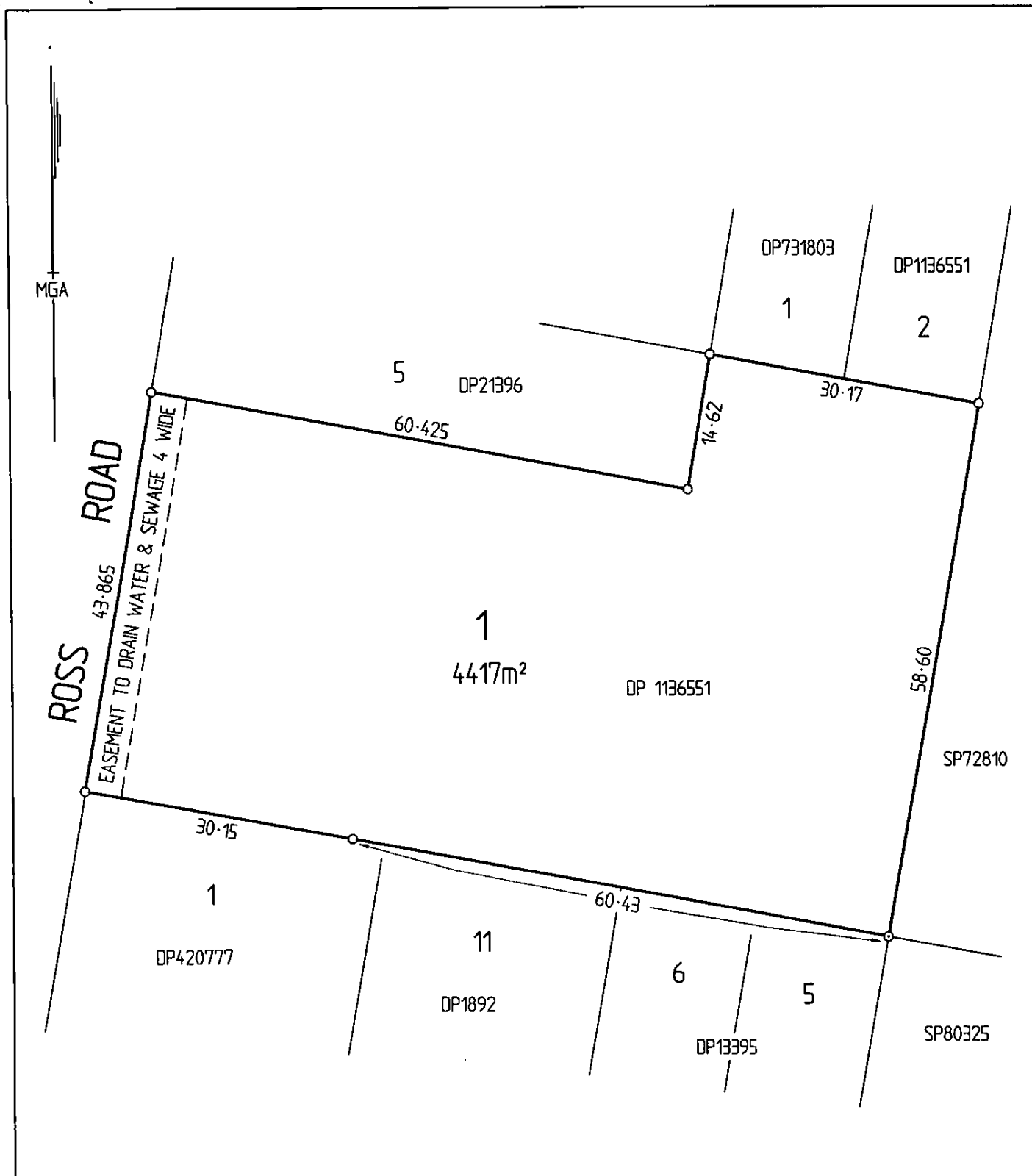
Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, from time to time and at all 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 it's original condition.

*Neil Thomas Trewartha*  
*ROSEMARY RUZABETH DOMITROVIC*  
*BORIS DOMITROVIC*  
*ANZ Power of Attorney: PTO →*  
*TONY MILOSIS*  
*DON SIPINKAS*  
*ANTONIO GUGLIELMIN*  
*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 Bhatti  
who certifies ~~she~~he is a Manager of PANZ and that ~~she~~he  
has not received notice of revocation of that Power of Attorney, in  
the presence of: NICHOLAS ELUOT

  
Signature of Attorney

GURJEET BHATTI  
Full name of Attorney



<b>EASEMENT DIAGRAM</b>	L.G.A.: QUEANBEYAN	<p>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,  <del>has been made in accordance with the Surveying</del>  <del>Regulation 2006</del> 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 Trewartha*

NEIL CHARLES TREWARTHA

EXECUTED BY THE AUTHORISED OFFICERS ON BEHALF OF  
DOMINANT PTX LIMITED ACN 126 880 199

*[Signature]*  
JOHN DOMITROVIC

*[Signature]*  
ROSEMARIE ELIZABETH DOMITROVIC

*[Signature]*  
BORIS DOMITROVIC

*[Signature]*  
TONY MILLOB

*[Signature]*  
DON SIPINKAS

*[Signature]* *[Signature]*  
DENNY GUGLIEMIN ANTONIO GUGLIEMIN  
EXECUTED BY THE AUTHORISED OFFICERS  
ON BEHALF OF GUGLIEMIN  
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

## QUEANBEYAN-PALERANG REGIONAL COUNCIL SECTION 10.7(2) PLANNING CERTIFICATE

issued under  
*Environmental Planning and Assessment Act 1979*

Infotrack  
GPO Box 4029  
SYDNEY NSW 2001

Certificate No.: PL.2023.0094  
Your Reference: 2230055

ecertificates@infotrack.com.au

### Subject Land:

<b>Property Number:</b>	207170
<b>Property Address:</b>	41/4 Ross Road QUEANBEYAN NSW 2620
<b>Legal Description:</b>	Lot 41 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:

### 1. Names of relevant instruments and development control plans

1.1. The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

#### 1.1.1 Local Environmental Plan

##### **Queanbeyan-Palerang Regional Local Environmental Plan 2022**

<https://legislation.nsw.gov.au/view/html/inforce/current/epi-2022-0600>

#### 1.1.2 State Environmental Planning Policies (SEPPs):

- SEPP (Biodiversity and Conservation) 2021
- SEPP (Building Sustainability Index: BASIX) 2004
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Housing) 2021
- SEPP (Industry and Employment) 2021
- SEPP (Planning Systems) 2021
- SEPP (Precincts - Regional) 2021
- SEPP (Primary Production) 2021
- SEPP (Resilience and Hazards) 2021
- SEPP (Resources and Energy) 2021
- SEPP (Sustainable Buildings) 2022 commences 1 October 2023
- SEPP (Transport and Infrastructure) 2021
- SEPP No 65 - Design Quality of Residential Apartment Development

[www.legislation.nsw.gov.au/browse/inforce#/epi/title/s](http://www.legislation.nsw.gov.au/browse/inforce#/epi/title/s)

#### 1.1.3 Development Control Plan

##### **Lot 41 SP 88028**

##### **Queanbeyan Development Control Plan 2012**

[www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-controls#section-3](http://www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-controls#section-3)

- 1.2. The name of each proposed environmental planning instrument and draft development control plan, which is subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

**Proposed environmental planning** instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

### 1.2.1. Draft Local Environmental Plans

Application No	Description
----------------	-------------

Not applicable

[www.planningportal.nsw.gov.au/ppr](http://www.planningportal.nsw.gov.au/ppr)

### 1.2.2. Draft State Environmental Planning Policies (SEPPs):

- Standard Instrument - Principal Local Environmental Plan
- SEPP (Building Sustainability Index: BASIX) 2004
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Housing) 2021
- SEPP (Planning Systems) 2021
- SEPP (Precincts - Regional) 2021
- SEPP (Primary Production and Rural Development) 2021
- SEPP (Resilience and Hazards) 2021
- SEPP (Transport and Infrastructure) 2021
- Proposed SEPP (Regional Infrastructure Contributions) 2022

[www.planningportal.nsw.gov.au/draftplans](http://www.planningportal.nsw.gov.au/draftplans)

### Yes. Changes to Business and industrial zones in Local Environmental Plans

On 26 April 2023, Business and Industrial zones will be replaced by Employment zones within standard instrument local environmental plans. The Department of Planning and Environment exhibited in May 2022 details of how each Local Environmental Plan that includes a Business or Industrial zone will be amended to include Employment zones. The exhibition detail can be viewed on the NSW Planning Portal.

[www.planningportal.nsw.gov.au/employment-zones](http://www.planningportal.nsw.gov.au/employment-zones)

### 1.2.3. Draft Development Control Plans (DCPs):

Lot 41 SP 88028                      No.

## 2. Zoning and land use under relevant LEPs

### 2.1. Identity of the zone:

**Lot 41 SP 88028**

**R4 High Density Residential**

### 2.2 R4 High Density Residential - *Queanbeyan-Palerang Regional LEP 2022*

#### 1. Objectives of zone

- **To provide for the housing needs of the community within a high density residential environment.**
- **To provide a variety of housing types within a high density residential environment.**
- **To enable other land uses that provide facilities or services to meet the day to day needs of residents.**
- **To encourage development that is consistent with the amenity of existing and future residents.**

#### 2. Permitted without consent

**Home businesses; Home occupations.**

#### 3. 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 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.**

#### 4. Prohibited

**Any other development not specified in item 2 or 3.**

**Note: Demolition of a building or work requires consent under clause 2.7 of *Queanbeyan-Palerang Regional Local Environmental Plan 2022*.**

### 2.3. Listed below are additional site specific permitted uses (only with development consent) from Schedule 1 of *Queanbeyan-Palerang Regional Local Environmental Plan 2022*.

**Lot 41 SP 88028**

**There are no additional uses permitted on this land.**



- 2.4. Minimum land dimensions for the erection of a dwelling house on the land fixed by development standards applying to the land:

**Lot 41 SP 88028**

**R4 - High Density Residential**

**The minimum lot size for the erection of a dwelling house is 600 square metres, unless the lot:**

**(a) is a lot created in accordance with clause 4.1, 4.1AA, 4.1A, 4.1D, 4.1E, 7.24, 7.25 or 7.26 of *Queanbeyan-Palerang Regional Local Environmental Plan 2022*, or**

**(b) is a lot created before the commencement of *Queanbeyan-Palerang Regional Local Environmental Plan 2022* and on which the erection of a dwelling was permissible immediately before that commencement, or**

**(c) is a lot resulting from a subdivision for which development consent (or equivalent) was granted before the commencement of *Queanbeyan-Palerang Regional Local Environmental Plan 2022* and on which the erection of a dwelling would have been permissible if the plan of subdivision had been registered before that commencement, or**

**(d) an existing holding, or**

**(e) would have been a lot or a holding specified in paragraphs (a) - (d) had it not been affected by:**

**(i) a minor realignment of boundaries that did not create an additional lot, or**

**(ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or**

**(iii) a consolidation with an adjoining public road or public reserve, or for another public purpose.**

- 2.5. Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:

**Lot 41 SP 88028**

**No.**

- 2.6. Whether the land is in a conservation area:

**Lot 41 SP 88028**

**No.**

- 2.7. Whether an item of environmental heritage is located on the land:

**Lot 41 SP 88028**

**No.**

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

Whether the land is within any zone under:

- 2A.1 Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* or
- 2A.2 A Precinct Plan (within the means of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* or
- 2A.3 A proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act.

**Not applicable.**

## 3. Contributions plans

- 3.1. The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans:

**Lot 41 SP 88028**

**Queanbeyan Section 7.12 Fixed Levy Development Contributions Plan 2019.**

**Lot 41 SP 88028**

**Queanbeyan Section 94 Contributions Plan for Extractive Industry 2014.**

[www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-controls#section-6](http://www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-controls#section-6)

- 3.2. If the land is in a special contributions area under the Act, Division 7.1, the name of the area:

**Lot 41 SP 88028**

**No.**

## 4. Complying Development

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

Zone - R4 High Density Residential		Lot 41 SP 88028
Part No	Code	Land on which complying development may be carried out
Part 3	Housing Code	Not Applicable
Part 3A	Rural Housing Code	Not Applicable
Part 3B	Low Rise Housing Diversity Code	Not Applicable
Part 3C	Greenfield Housing Code	Not Applicable
Part 3D	Inland Code	Yes
Part 4	Housing Alterations Code	Yes
Part 4A	General Development Code	Yes
Part 5	Industrial and Business Alterations Code	Yes
Part 5A	Industrial and Business Buildings Code	Not Applicable
Part 5B	Container Recycling Facilities Code	Not Applicable
Part 6	Subdivisions Code	Yes
Part 7	Demolition Code	Yes
Part 8	Fire Safety Code	Yes
Part 9	Agritourism and Farm Stay Accommodation Code	Not Applicable

- 4.3. If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

**Lot 41 SP 88028**

**No.**

## 5. Exempt development

- 5.1. If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.

**Does the land meet the requirements under Clause 1.16(1)(b1)-(d) as land on which exempt development may be carried out for the following exempt development codes:**

### 5.1.1. Division 1 General Exempt Development Code

**Lot 41 SP 88028** Yes.

### 5.1.2. Division 2 Advertising and Signage Exempt Development Code

**Lot 41 SP 88028** Yes.

### 5.1.3. Division 3 Temporary Uses and Structures Exempt Development Code

**Lot 41 SP 88028** Yes.

Refer also to Part 3 and Schedule 2 of *Queanbeyan-Palerang Regional Local Environmental Plan 2022*. This Schedule contains additional exempt development not specified in *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. Note that exempt development may be carried out without the need for development consent under the Act, however, such development is not exempt from any approval, licence, permit or authority that is required under any other Act and adjoining owners' property rights and the common law still apply.

- 5.2. If exempt development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

### 5.2.1. Division 1 General Exempt Development Code

**Lot 41 SP 88028** Not applicable.

### 5.2.2. Division 2 Advertising and Signage Exempt Development Code

**Lot 41 SP 88028** Not applicable.

### 5.2.3. Division 3 Temporary Uses and Structures Exempt Development Code

**Lot 41 SP 88028** Not applicable.

- 5.3. If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

**Not applicable.**

## 6. Affected building notices and building product rectification orders

**Affected building notice** has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.

**Building product rectification order** has the same meaning as in the *Building Products (Safety) Act 2017*

- 6.1. Is there any affected building notice of which the council is aware that is in force in respect of the land?

**No.**

- 6.2. Is 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

**No.**

- 6.3. 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.**

## 7. 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 41 SP 88028**

**No.**

## 8. Road widening and road realignment

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

**Lot 41 SP 88028**

**No.**

- 8.2. Is the land affected by any road widening or road realignment under any environmental planning instrument?

**Lot 41 SP 88028**

**No.**

- 8.3. Is the land affected by any road widening or road realignment under any resolution of the Council?

**Lot 41 SP 88028**

**No.**

## 9. Flood related development controls information

**Flood planning area** has the same meaning as in the *Floodplain Development Manual*.

**Floodplain Development Manual** means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

**Probable maximum flood** has the same meaning as in the *Floodplain Development Manual*.

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

**Lot 41 SP 88028** **No.**

- 9.2. 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 41 SP 88028** **No.**

## 10. Council and other public authority policies on hazard risk restrictions

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, contamination, aircraft noise, salinity, coastal hazards, sea level rise or any other risk (other than flooding)?

**Adopted policy** means a policy adopted—

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

- 10.1. Tidal inundation, subsidence, acid sulphate soils, coastal hazards and sea level rise:

**No.**

- 10.2. Bushfire:

**All land in QPRC is affected by policies adopted by the council that restricts the development of the land because of the likelihood of bushfire. Refer to Clause 11 of this certificate to check if the land is bushfire prone.**

- 10.3. Contamination:

**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. Refer to Clause 12 of this certificate to check if the land has been identified in the Loose-Fill Asbestos Insulation Register.**

**Lot 41 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.

## 10.4. Salinity:

**Lot 41 SP 88028****No.**

## 10.5. Highly erodible soils:

**Lot 41 SP 88028****No.**

## 10.6. Slopes over 18 degrees:

**Lot 41 SP 88028****No.**

## 10.7. Aircraft noise:

**Lot 41 SP 88028****No.**

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

## 10.8. Land near Cooma Road Quarry:

**Lot 41 SP 88028****No.**

## 10.9. Land near Hume Industrial Area and Goulburn to Bombala Railway Line:

**Lot 41 SP 88028****No.****11. Bush fire prone land**

Is the land bush fire prone?

**Lot 41 SP 88028****No.**

## 12. 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](http://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>

## 13. 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.**

## 14. 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.**

## 15. Property Vegetation Plans

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

**Lot 41 SP 88028                      No.**

## 16. 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 41 SP 88028                      No.**



## 17. Biodiversity certified land

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

**Lot 41 SP 88028**

**No.**

## 18. 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.**

## 19. 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).

**Not applicable.**

## 20. Western Sydney Aerotropolis

For land to which *State Environmental Planning Policy (Precincts-Western Parkland City) 2021* applies, whether the land is:

- 20.1. in an ANEF or ANEC contour of 20 or greater as referred to in that Chapter, section 4.17, or
- 20.2. shown on the Lighting Intensity and Wind Shear Map, or
- 20.3. shown on the Obstacle Limitation Surface Map, or
- 20.4. in the “public safety area” on the Public Safety Area Map, or
- 20.5. in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

**Not applicable.**

## 21. Development consent for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, are there any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2)? Section 88(2) restricts who may occupy seniors housing accommodation.

Application No	Description
----------------	-------------

**Not applicable.**

## 22. Site compatibility certificates and conditions for affordable rental housing

- 22.1. Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land:

**former site compatibility certificate** means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

**No.**

- 22.2. If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, are there any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1)? Section 21(1) or 40(1) specify certain conditions to be met for a period of at least 15 years commencing on the day an occupation certificate is issued.

Application No	Description
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**Not applicable.**

- 22.3. Are there any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1)? Section 17(1) or 38(1) specify certain conditions to be met for a period of at least 10 years commencing on the day an occupation certificate is issued.

Application No	Description
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**Not applicable.**

**Matters prescribed by section 59(2) Contaminated Land Management Act 1997**

- (a) Whether there is land to which a certificate relates regarding significantly contaminated land within the meaning of that Act.

**Lot 41 SP 88028** **No.**

- (b) Whether there is land to which a certificate relates regarding being subject to a management order within the meaning of that Act.

**Lot 41 SP 88028** **No.**

- (c) Whether there is land to which a certificate relates regarding the subject of an approved voluntary management proposal within the meaning of that Act.

**Lot 41 SP 88028** **No.**

- (d) Whether there is land to which a certificate relates regarding being subject to an ongoing maintenance order within the meaning of that Act.

**Lot 41 SP 88028** **No.**

- (e) Whether there is land to which a certificate relates regarding being the subject of a site audit statement within the meaning of that Act.

**Lot 41 SP 88028** **No.**

**Additional notes**

**No additional notes.**

**Notes and disclaimer**

1. 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.
2. The NSW *Environmental Planning and Assessment Act 1979* is referred to in this Certificate as 'the Act'.
3. 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.

Checked: CK

**Natasha Abbott**  
Acting Director  
Development and Environment  
Queanbeyan-Palerang Regional Council

Per 

30 January 2023

**QPRC: RB**

Certificate Number: ENG.2023.1071

25 January 2023

Infotrack  
GPO Box 4029  
SYDNEY NSW 2001

Dear Sir/Madam

**RE: Application for Sewer Drainage Diagram**

41/4 ROSS ROAD QUEANBEYAN NSW 2620  
LOT 41 SP 88028

Thank you for your request for a sewer diagram for the above mentioned 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

**Natasha Abbott**  
Acting Director  
Development and Environment

PER ... .. *RBaran* .....

Enc

# PLAN OF SANITARY DRAINAGE

DESIGNED TO AS3500

## GENERAL NOTES

1. EXISTING SEWER LINES TO BE LOCATED ON SITE PRIOR TO COMMENCEMENT OF WORK.
2. ALL PLUMBING AND DRAINAGE TO BE INSTALLED IN ACCORDANCE WITH AS3500.
3. ALL WORK TO BE CARRIED OUT IN ACCORDANCE WITH QUEANBEYAN CITY COUNCIL WATER, SEWAGE AND DRAINAGE REGULATIONS.
4. THIS PLAN TO BE READ IN CONJUNCTION WITH APPROVED ARCHITECTURAL PLANS AND SPECIFICATIONS.
5. INSPECTION SHAFTS AT PROPERTY BOUNDARY TO BE IN ACCORDANCE WITH PLUMBING NOTE NO.3.
6. ORG LEVELS TO BE IN ACCORDANCE WITH AS3500.3.2 CLAUSE 4.6.6.4 & 4.6.6.7 & PLUMBING NOTE 22.
7. UNPLASTICISED POLYVINYL CHLORIDE PIPE DRAINS HPVC TO BE CONSTRUCTED IN ACCORDANCE WITH AS3500 AND THE QUEANBEYAN CITY COUNCIL WATER, SEWAGE AND DRAINAGE REGULATIONS.
8. TEMPERED HOT WATER REQUIRED AT ALL ABUTMENT FIXTURES.

## SANITARY FIXTURES

1 WC	121
2 BATH	-
3 BASIN	116
4 SHOWER	84
5 KITCHEN SINK	53
6 LAUNDRY TROUGH	53
TOTAL	427

## LEGEND

S	SEWER MAIN
SW	STORMWATER MAIN
W	WATER MAIN
S	SEWER LINES
SW	STORMWATER LINES
V	VENT PIPE
SW	STORMWATER LINES
W	DOMESTIC WATER
YS	300x300 YARD SUMP, EXACT LOCATION TO BE DETERMINED ON SITE BY LANDSCAPE CONTRACTOR AND BUILDER
DP	DOWNPIPE
IO	INSPECTION OPENING
FW	PUDDLE FLANGE FLOOR WASTE - REFER DETAIL ON H22
H	STANDARD STREET HYDRANT
SC	STOP COCK
WM	WATER METER

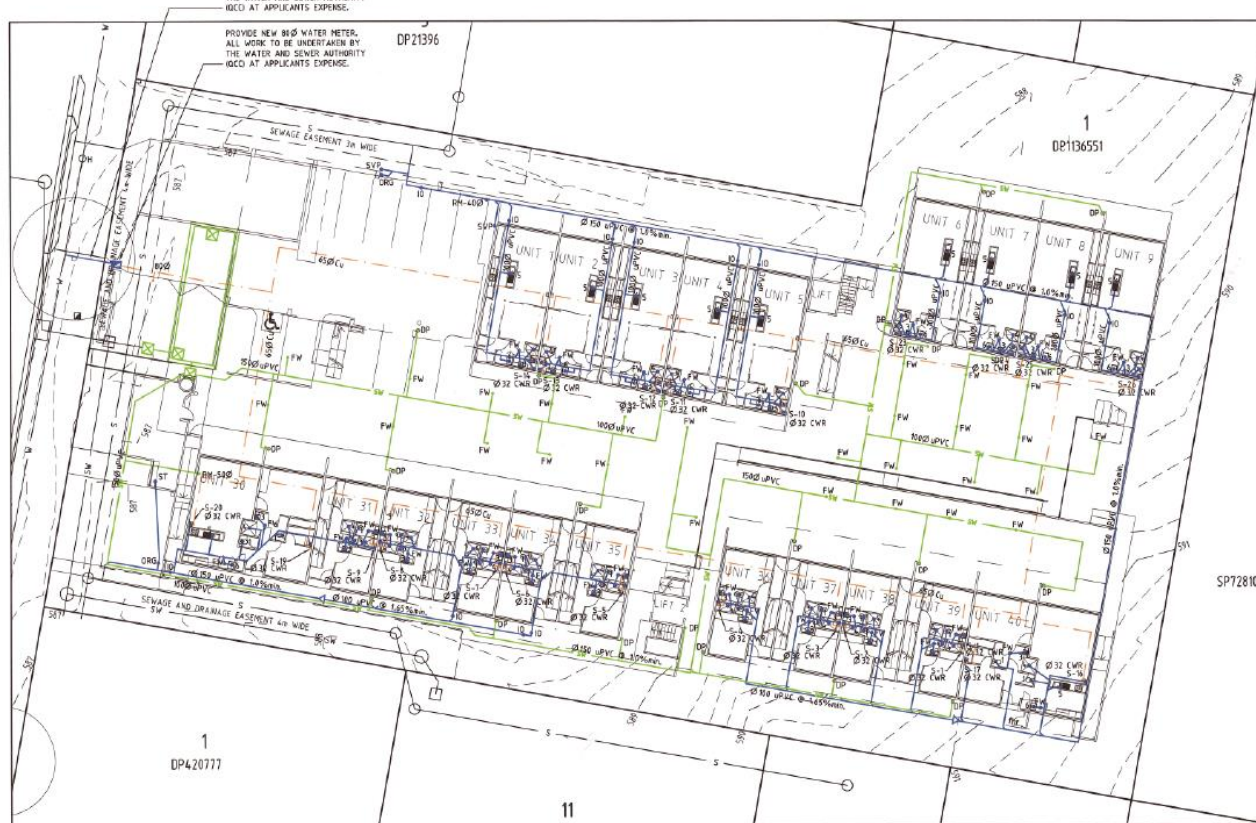
## REFERENCE

AAV	AIR ADMITTANCE VALVE
BT	BULKET TRAP
CO	CLEAR OUT
CWR/D	COLD WATER RISER/DROPPER
DT	DISCONNECTOR TRAP
FW	FLOOR WASTE
HDPE	HEAVY DUTY POLYETHYLENE
IO	INSPECTION OPENING
IS	INSPECTION SHAFTS
O/F	OVERFLOW
ORG	OVERFLOW RELIEF GULLY
SC	STOP COCK
SMH	SEWER MAINHOLE
ST	SILT TRAP
SVP	SOL VENT PIPE
TD	TUNISH
TG	TEST GATE
TTD	TRAPPED TUNISH
UPVC	UNPLASTICISED POLYVINYL CHLORIDE
VP	VENT PIPE
WM	WATER METER
WS	WASTE STACK

## MINIMUM INTERNAL DIMENSIONS STORMWATER AND INLET PITS

Depth to invert of outlet	Minimum internal dimensions		
	Rectangular		Circular
	Width	Length	Diameter
<600	450	450	600
>600 <900	600	600	900
>900 <1200	600	900	1000
>1200	900	900	1000

AS3500.3.2 Table B.2



GROUND FLOOR PLAN

## SANITARY FIXTURE LOADINGS

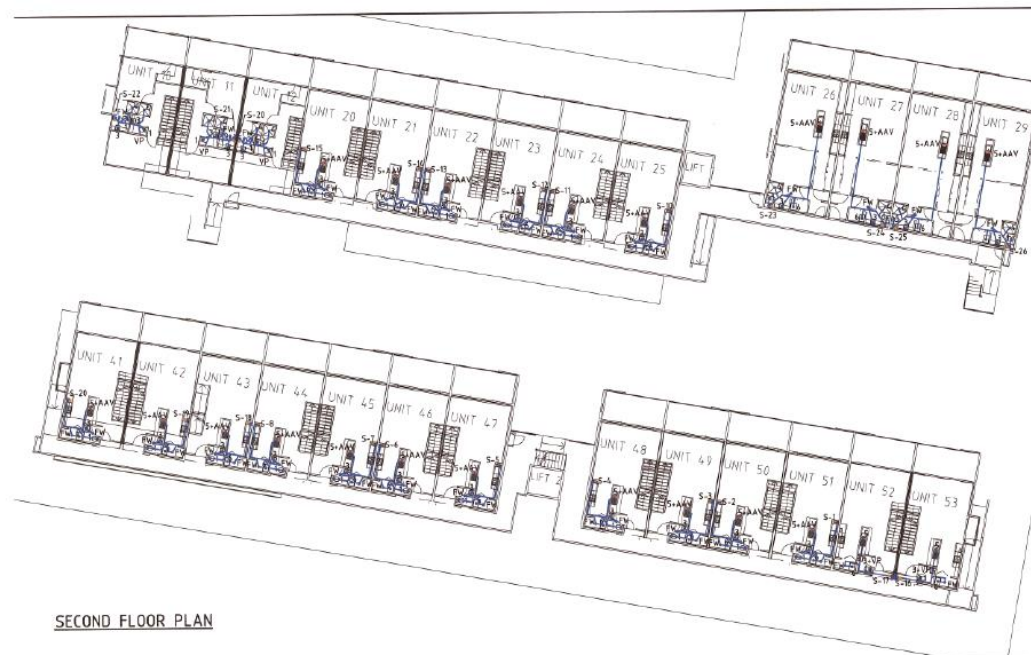
Fixture unit loadings for each apartment have been calculated using combined bathrooms (6FU's) and individual fixture loadings

TOTAL FIXTURE UNIT LOADING FOR THE SITE 1192FU

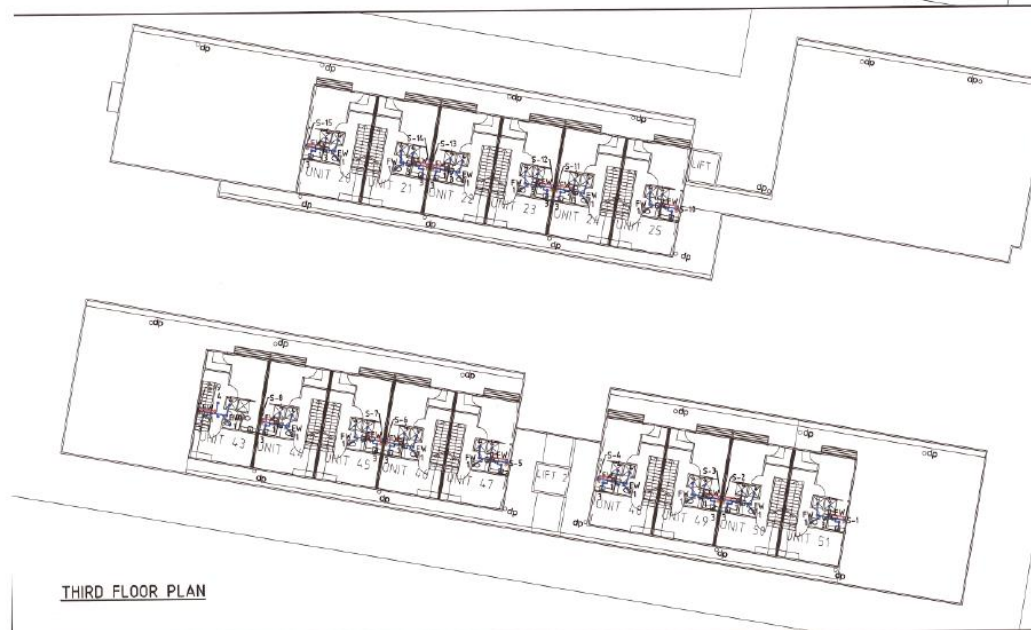
In accordance with AS 3500.1.2:1998 table 3.2  
Probable simultaneous flow rate for 53 units is 4.9 l/s

CLIENT		CONSULTANT		PROJECT		DESIGNED BY		TITLE		SCALE	
ACT BUILDERS		PIERRE DRAGH CONSULTING ENGINEERS PTY. LTD. 0438 625 440		PROPOSED UNIT DEVELOPMENT LOT 1 DP1136551 LOT 1 DP420777 4 ROSS ROAD QUEANBEYAN, NSW		KS		HYDRAULIC SERVICES		1:200 @ A1	
DRAWN BY		AUTHORISED		DATE		DATE		JOB NO.		DRAWING NO.	
KS		KS		DEC 12		DEC 12		10ACTB2		H01	
WORK AS EXECUTED FOR APPROVAL		DATE		CHECKED		DATE		DATE		DATE	
06.10.12		18.07.11									

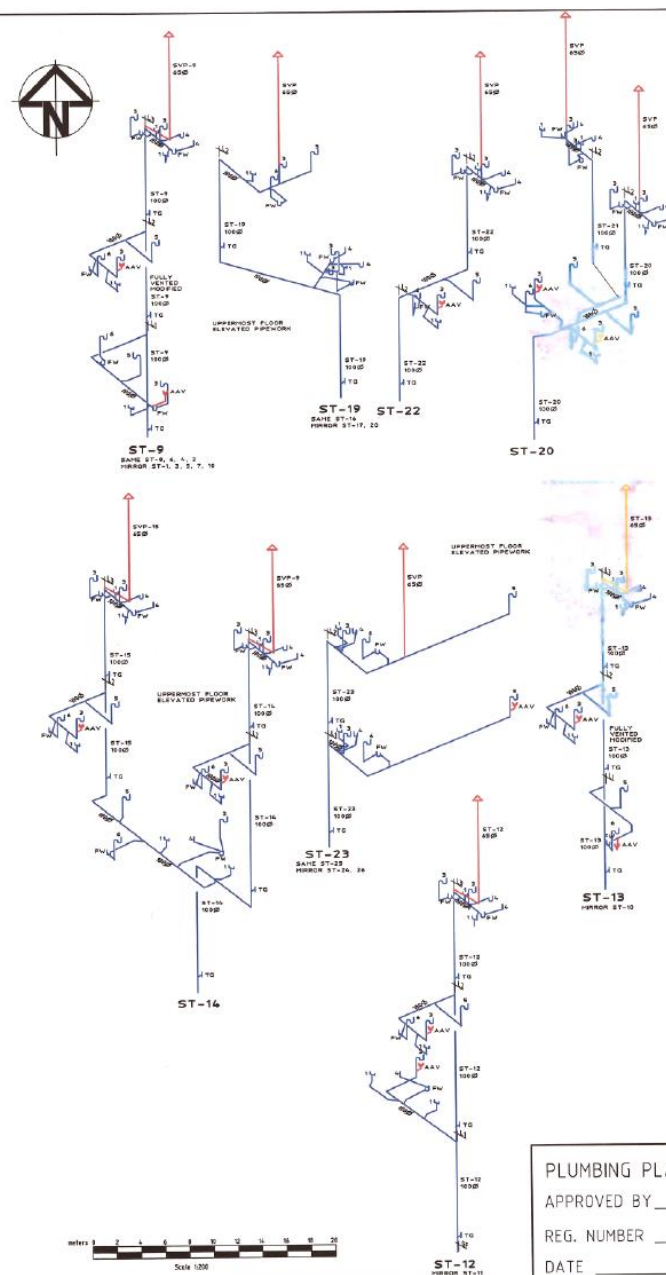




SECOND FLOOR PLAN



THIRD FLOOR PLAN



PLUMBING PLAN APPROVED

APPROVED BY \_\_\_\_\_

REG. NUMBER \_\_\_\_\_

DATE \_\_\_\_\_

CLIENT		CONSULTANT		PROJECT		DESIGNED BY		TITLE		SCALE	
ACT BUILDERS		PIERRE DRAGH CONSULTING ENGINEERS PTY. LTD. 0438 625 440		PROPOSED UNIT DEVELOPMENT LOT 1 DP1136551 LOT 1 DP420777 4 ROSS ROAD QUEANBEYAN, NSW		KS		HYDRAULIC SERVICES		1:100 @ A1	
DESIGNED BY		DRAWN BY		AUTHORISED		DATE		JOB NO.		DRAWING NO.	
KS		KS		[Signature]		DEC 12		10ACTB2		H03	
DATE		DATE		DATE		DATE		DATE		DATE	
94.12.12		18.07.11									
CHECKED		ISSUE/DESCRIPTION		DATE		CHECKED					

IF WORK AS EXECUTED.  
A FOR APPROVAL.

94.12.12  
18.07.11

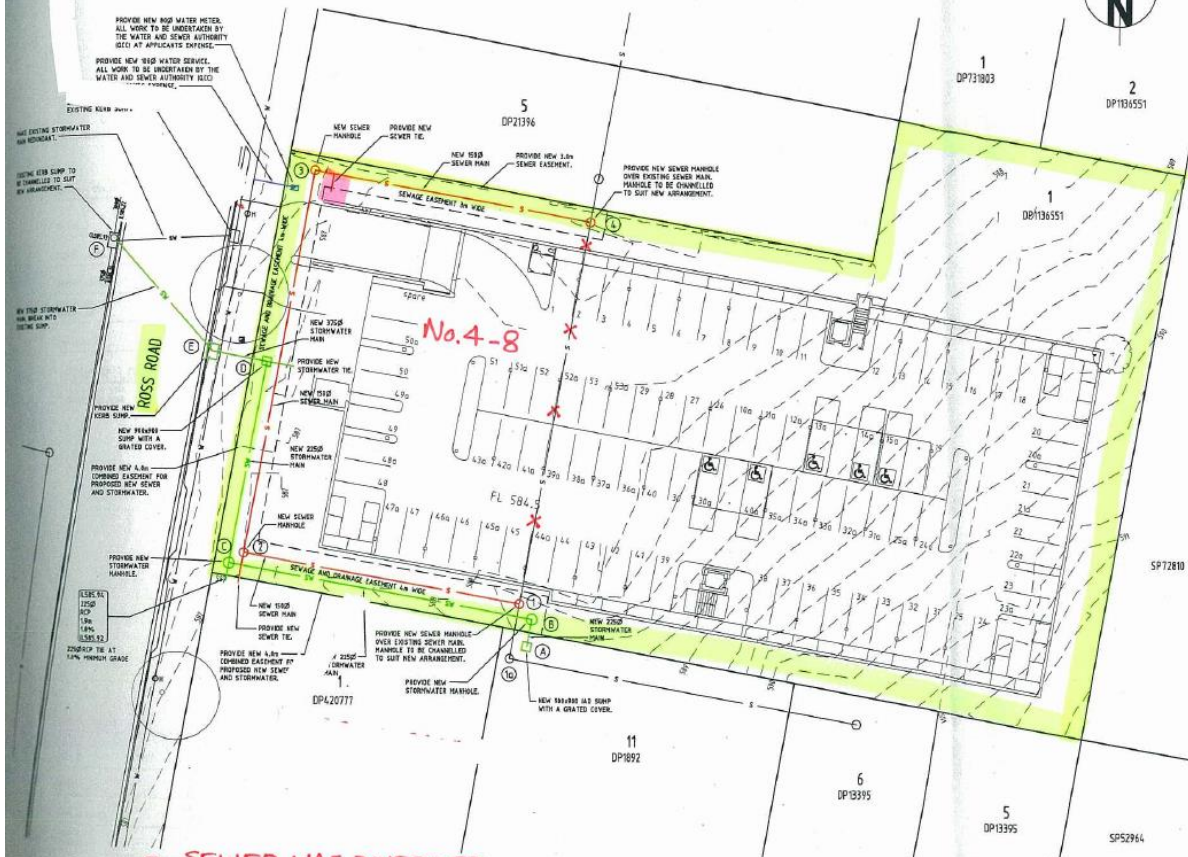
CHECKED

DATE

CHECKED







- 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. **04 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]*

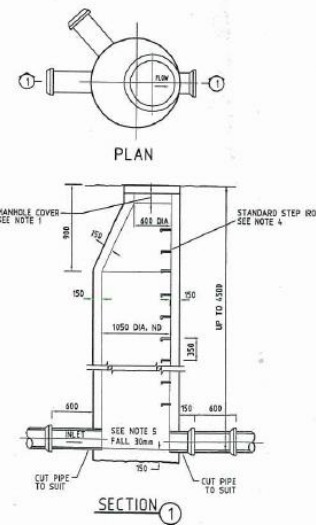
Queanbeyan City Council  
**APPROVED**  
Manager Engineering  
Date: **13.10.11**

Queanbeyan City Council  
**AUDITED**  
Development Engineer  
Date: **12.07.11**

- ### GENERAL
- ALL WORKS MUST BE IN ACCORDANCE WITH GREATER QUEANBEYAN CITY COUNCIL'S DEVELOPMENT CONTROL PLAN NO. 88 - SUBDIVISIONS, PART D1, SUBDIVISION DESIGN CRITERIA AND PART 82, TECHNICAL SPECIFICATION FOR SUBDIVISIONS (DCP88).
  - EXISTING SERVICES HAVE BEEN PLOTTED FROM SUPPLIED DATA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ESTABLISH THE LOCATION OF ALL EXISTING SERVICES AND OBTAIN ALL RELEVANT CLEARANCES PRIOR TO COMMENCING WORK.
  - ALL LEVELS SHOWN ARE FINISHED SURFACE LEVELS UNLESS NOTED OTHERWISE. WHERE APPLICABLE THE CONTRACTOR SHALL ALLOW FOR THE THICKNESS OF THE VARIOUS FINISHES.
  - ALL LEVELS ARE TO AUSTRALIAN HEIGHT DATUM (AHD).
  - THE CONTRACTOR SHALL REINSTATE ALL DISTURBED SURFACES TO MATCH EXISTING.
  - THE CONTRACTOR SHALL REMOVE ALL EXCESS EXCAVATED MATERIAL FROM SITE AND DISPOSE AT AN APPROVED SPILL AREA.

- ### UNDERGROUND SERVICES
- THE CONTRACTOR SHALL CONFIRM THE LOCATION OF ALL EXISTING CONNECTION POINTS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
  - COVER LEVELS SHOWN ARE FOR GUIDANCE ONLY. THE CONTRACTOR SHALL CONSTRUCT COVERS TO STRUCTURES ON A PLANE TO SUIT THE FINISHED SURFACE LEVELS AND GRADES.

- ### WATER, SEWER AND STORMWATER MAINS
- ALL SEWER, STORMWATER AND WATER PIPELINES AND STRUCTURES SHALL BE IN ACCORDANCE WITH DCP88.
  - ALL STORMWATER PIPELINES TO BE RCP UNLESS NOTED OTHERWISE. ALL SEWER PIPELINES TO BE VC UNLESS NOTED OTHERWISE. ALL WATER MAINS TO BE DCL.
  - DESIGN LENGTHS FOR SEWER AND STORMWATER PIPELINES ARE MEASURED FROM THE CENTRE OF STRUCTURE. STRUCTURE LOCATIONS REFER TO THE CENTRE OF THE STRUCTURE.
  - COVER LEVELS SHOWN ARE FOR GUIDANCE ONLY. THE CONTRACTOR SHALL CONSTRUCT THE COVERS ON A PLANE TO SUIT THE FINISHED SURFACE LEVELS AND GRADES.
  - THE CONTRACTOR SHALL SECURE ALL PERMITS, ARRANGE ALL CLEARANCES AND PAY ALL FEES REQUIRED TO COMPLETE THE PROJECT BEFORE COMMENCING WORK.

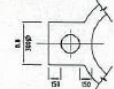


**MANHOLE TYPE 2**  
FOR DEPTH UP TO 4500  
REFER DEPARTMENT OF PUBLIC WORKS N.S.W. STANDARD  
DRAWING ST. 500B - SEWERAGE RETICULATION MANHOLES



- MANHOLE COVERS TO DRAWING ST 501, INSTALLED 25mm ABOVE EXISTING SURFACE, FLUSH IN ROADS OR AS DIRECTED.  
FOR LIGHT TYPE COVERS (1) DIMENSION "X" = 500  
FOR HEAVY TYPE COVERS (1) DIMENSION "X" = 500  
WHERE SURFACES ARE INCLINED, COVERS ARE TO BE INSTALLED PARALLEL TO THE EXISTING SURFACE.
- WHEN OUTLET PIPE COVER IS GREATER THAN 1400, THEN INLET PIPE COVER SHOULD BE GREATER THAN 1200 AND MANHOLE TYPES 1 AND 2 USED.
- WHERE PRECAST TOP CONE UNITS ARE USED, JOINTS ARE TO BE AS SHOWN. IF CAST IN PLACE, A PLAIN CONSTRUCTION JOINT MAY BE USED.
- GALVANISED MILD STEEL STEP IRONS TO DRAWING ST 504 TO BE CAST INTO WALLS.
- FALL THROUGH MANHOLE. LEVELS SHOWN ON LONG SECTIONS ARE GRADE LINES EXTENDED TO CENTRE OF MANHOLE. THESE ALLOW FOR AN ADDITIONAL FALL ACROSS THE MANHOLE OF:
 

ANGLE THROUGH PM	SECTIONS A, C & D
0° - 4° A-125	0
25° - 4° A-100	30
75° - 4° A-100	40
14° - 120°	100



- MANHOLES ARE NOT TO BE CONSTRUCTED WITH DROPS IN THE FOLLOWING RANGES:
 

PIPE Ø	DROP
150	300 TO 450
225	300 TO 540
300	300 TO 820
375	400 TO 760
450	400 TO 910
525	400 TO 920
600	400 TO 1000

TO AVOID A DROP BETWEEN THE ABOVE RANGES, LOWER THE Ø OF THE INCOMING SEWER BY STEEPENING THE GRADE OF THE INCOMING LINE OR PROVIDING AN INTERMEDIATE THROUGH DROP MANHOLE.

ISSUE DESCRIPTION	DATE	CHECKED
F FOR APPROVAL	07.07.11	
E FOR APPROVAL	27.06.11	
D FOR APPROVAL	22.06.11	
C FOR DEVELOPMENT APPROVAL	12.06.11	
B FOR DEVELOPMENT APPROVAL	06.03.11	
A FOR DEVELOPMENT APPROVAL	16.11.10	

PIERRE DRAGH  
CONSULTING ENGINEERS PTY. LTD.  
0438 625 440

CLIENT  
ACT BUILDERS

PROJECT  
PROPOSED UNIT DEVELOPMENT  
LOT 1 DP136551 & LOT 1 DP420777  
ROSS ROAD  
QUEANBEYAN, NSW

TITLE  
SEWER AND STORMWATER  
DIVERSION PLAN

DESIGNED BY KS	SCALE 1:250 @ A1
DRAWN BY KS	JOB NO. 10ACT82
AUTHORISED <i>[Signature]</i>	DRAWING NO. C01
DATE JUL 11	