

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Fuse Property 56 Monaro Street Queanbeyan, NSW 2620	phone: 0423 967399 email: zoe@fuseproperty.com.au

co-agent

vendor

15 Koorong Place, QUEANBEYAN WEST, NSW 2620

vendor's solicitor	North Herring Lawyers Level 3, 257 Crawford Street Queanbeyan NSW 2620	phone: 02 6299 5566 email: megan@northherring.com.au ref: 251529
--------------------	---	--

date for completion	30 days after the contract date	(clause 15)
land (address, plan details and title reference)	15 KOORONG PL QUEANBEYAN WEST NSW 2620 LOT 38 DEPOSITED PLAN 715060 Folio Identifier 38/715060	

VACANT POSSESSION subject to existing tenancies

improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space
	<input type="checkbox"/> none <input type="checkbox"/> other:

attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:
-----------------	--

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds <input checked="" 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 type="checkbox"/> stove
	<input checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: smoke detector, slow combustion fire

exclusions

purchaser

purchaser's solicitor

price deposit balance

_____ (10% of the price, unless otherwise stated)

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."

SIGNING PAGE

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

Choices

Vendor agrees to accept a deposit-bond	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> yes
Nominated Electronic Lodgment Network (ELN) (clause 4)	PEXA	
Manual transaction (clause 30)	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> yes

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

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

Land tax is adjustable	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> yes
GST: Taxable supply	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> yes in full
Margin scheme will be used in making the taxable supply	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> yes

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

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

Purchaser must make an **GSTRW payment**
(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>General</p> <p> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate </p> <p>Home Building Act 1989</p> <p> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover </p> <p>Swimming Pools Act 1992</p> <p> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance </p>	<p>Strata or community title (clause 23 of the contract)</p> <p> <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract </p> <p>Other</p> <p> <input type="checkbox"/> 60 </p>
--	--

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

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:

APA Group	NSW Department of Education
Australian Taxation Office	NSW Fair Trading
Council	Owner of adjoining land
County Council	Privacy
Department of Planning and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land and Housing Corporation	Transport for NSW
Local Land Services	Water, sewerage or drainage authority

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"> ● the issuer; ● the expiry date (if any); and ● the amount;
<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</i> served by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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"> ● issued by a <i>bank</i> and drawn on itself; or ● if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice served 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

7.1 *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 –

7.1.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.2 the total amount claimed exceeds 5% of the price;

7.1.3 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.

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 earnt 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.

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

1. Variations to Printed Terms

- The Law Society of NSW pages, being pages 5 to 21 of this Contract are amended as follows:

- (a) Clause 5 is deleted;
- (b) Clause 7.1.1 is amended to delete "5%" and replace with "\$1,000";
- (c) Clause 7.2.1 is amended to delete "10%" and replace with "\$1,000";
- (d) Clauses 7.2.2 and 7.2.5 are deleted;
- (e) Clause 23.6.1 is amended to delete "vendor" and replace with "purchaser".
- (f) Clause 25 is deleted.

2. Notice to complete

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

In the event that the vendors issue a Notice to Complete on the purchaser pursuant to this clause the purchaser shall be liable for the vendor's legal costs incurred in the sum of \$500 plus GST.

3. Death or incapacity

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

4. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

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

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

5. Late completion

In the event that completion is not effected on the Date for Completion due to the purchaser's default, the purchaser shall pay:

- a) to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not; and
- b) The vendor's legal costs in the sum of \$500 plus GST incurred due to the delayed settlement.

6. Adjustments

The purchaser must:

- a) provide the vendor with a section 603 Certificate including a special water meter reading. In the event that the purchaser does not provide a special water meter reading then no adjustment pursuant to clauses 14.1 and 14.2 shall be made at settlement; and
- b) provide the vendor with its Settlement Adjustment Sheet including any adjustments pursuant to clause 14 together with a section 603 certificate at least seven days prior to the Date for Completion.

If completion does not occur on the Date for Completion due to the default of the purchaser, the purchaser acknowledges that adjustments pursuant to clause 14, excluding any income received, will be adjusted from the Date for Completion.

7. Agent

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

8. Smoke alarms

The property has smoke alarms installed.

9. Swimming pool

Where a swimming pool or swim spa is included in the sale, the Vendor does not warrant that the said swimming pool or swim spa complies with the requirements imposed by the Swimming Pool Act 1992 and the regulations prescribed under the Act or pursuant to the regulations thereunder. The Purchaser shall not be entitled to make any objections, requisition or claim for compensation or delay settlement in relation thereto. This clause shall not merge on completion.

10. Release of deposit

This condition applies if the Vendor is purchasing another property with settlement to take place simultaneously with settlement of this Contract or to discharge the mortgage recorded on title. The Purchaser hereby authorises and directs the Vendor's agent to release funds from the deposit in accordance with the direction of the Vendor's solicitor to enable the funds to be available for the simultaneous settlement of the Vendor's purchase or for the purposes of discharging the Mortgage at settlement. The Purchaser will promptly provide such further directions and authorities as the Vendor's agent may require to enable release of the deposit funds for this purpose.

11. Part deposit

- (a) Although a full 10% deposit is payable by the Purchaser, the Vendor has agreed to allow the Purchaser to exchange the contract on the basis that only part of that deposit is paid at the time of exchange.
- (b) The purchaser must pay the deposit with time being of the essence to the deposit holder as follows:
 - (i) As to 5% of the deposit on the contract date; and
 - (ii) As to the balance on the date for completion.
- (c) The full earnest of 10% of the price will be forfeited in the event that the Purchaser fails to complete in accordance with the terms hereof.

This clause shall not merge on completion.

12. Requisitions on title

In recognition of the Purchaser's agreement not to make any requisitions as to Title, the Vendor warrants that, except as disclosed in this Contract, at the Date of this Contract:

- (a) The Vendor has capacity to enter into and observe the terms of this Contract;
- (b) There is no current litigation by any persons affecting the Property;
- (c) There is no Court Order which affects the Vendor or the Property; and
- (d) The Vendor will be, or will be entitled to be, the registered owner of the Property on Completion.

13. FIRB Approval

- (a) The Purchaser warrants to the Vendor that it does not require any approvals under the Australian Government's foreign investment policy to acquire the Property ('FIRB Approval') and that the Treasurer cannot make an Order under part II of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* regarding the acquisition of the Property by the Purchaser.

(b) The Purchaser indemnifies the Vendor against all liability for any loss suffered or incurred by the Vendor which arises directly or indirectly from a breach of any of the Purchaser's obligations under this clause.

14. Personal guarantees

If the Purchaser (and if comprising more than one person, any one or more of them) is a company, and in consideration of the Vendor entering into this contract with the Purchaser, it is an essential clause of this contract that the Director(s) of the Purchaser Company ("the Guarantor") guarantees to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this contract and indemnify and must keep indemnified the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor, resulting or arising from any failure by the purchaser to perform or observe any of the obligations on its part to be performed or observed. This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter. Any rescission or termination of this contract will not waive the obligation arising under this clause. The guarantee and indemnity is a deed to constitute a principal obligation between the Guarantor(s) and the Vendor:

Signed, sealed and delivered by the Guarantor in the presence of:

Signature of witness

Signature of Guarantor(s)

Witness name and address

X. Disclosure of unapproved works

The vendor discloses to the purchaser that the vendor believes that the works have been carried out at the property without the approval of the responsible council. The purchaser acknowledges they are aware of the existence of the works and that the council may not have approved them. The purchaser warrants to the vendor that the purchaser would have entered into this contract even if there is a matter in relation to the works that would justify the making of any upgrading or demolition order in respect of the works by the council. The purchaser agrees that they cannot make any objection, requisition or claim for compensation nor have any right of rescission or termination by reason only of the facts disclosed in this provision.

The 'works' means: rear deck and pergola.



FOLIO: 38/715060

SEARCH DATE	TIME	EDITION NO	DATE
9/12/2025	3:35 PM	5	16/7/2020

LAND

LOT 38 IN DEPOSITED PLAN 715060
AT QUEANBEYAN
LOCAL GOVERNMENT AREA QUEANBEYAN-PALERANG REGIONAL
PARISH OF QUEANBEYAN COUNTY OF MURRAY
TITLE DIAGRAM DP715060

FIRST SCHEDULE

WADE LEONARD BUSCOMBE (T AP122087)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 S654337 COVENANT
- 3 DP715060 RESTRICTION(S) ON THE USE OF LAND
- 4 AQ251002 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

251529...

PRINTED ON 9/12/2025

* 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. InfoTrack an approved NSW Information Broker 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.

PLAN FORM 2

— Plan Drawing only to appear in this space

*OFFICE USE ONLY

This negative is a photograph made as a performance.

record of a document in the custody of the Registrar General this day. 8th October, 1900.

PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CREEPING OR FOLDING WILL LEAD TO REJECTION

* OFFICE USE ONLY

SEE SHEET 3	71
DP 715060	
Registered: 31.10.1985	
This is sheet 2 of my plan in 3 sheets	
dated 12th April 1985	
Surveyor registered under Surveyors Act 1928	
This is sheet 2 of the plan of 34	
Surveyor registered under Surveyors Act 1928	

1	DP 446433	104
2	710613	700 m ²
3	15	33.13
4	20.35	105
5	20.95	700 m ²
6	21.43	41.25
7	21.43	54.28
8	22.86	10.82
9	22.86	27.26
10	22.86	106
11	22.86	11.25
12	22.86	16.75
13	22.86	6.9
14	22.86	11.25
15	22.86	16.75
16	22.86	6.9
17	22.86	11.25
18	22.86	16.75
19	22.86	6.9
20	22.86	11.25
21	22.86	16.75
22	22.86	6.9
23	22.86	11.25
24	22.86	16.75
25	22.86	6.9
26	22.86	11.25
27	22.86	16.75
28	22.86	6.9
29	22.86	11.25
30	22.86	16.75
31	22.86	6.9
32	22.86	11.25
33	22.86	16.75
34	22.86	6.9
35	22.86	11.25
36	22.86	16.75
37	22.86	6.9
38	22.86	11.25
39	22.86	16.75
40	22.86	6.9
41	22.86	11.25
42	22.86	16.75
43	22.86	6.9
44	22.86	11.25
45	22.86	16.75
46	22.86	6.9
47	22.86	11.25
48	22.86	16.75
49	22.86	6.9
50	22.86	11.25
51	22.86	16.75
52	22.86	6.9
53	22.86	11.25
54	22.86	16.75
55	22.86	6.9
56	22.86	11.25
57	22.86	16.75
58	22.86	6.9
59	22.86	11.25
60	22.86	16.75
61	22.86	6.9
62	22.86	11.25
63	22.86	16.75
64	22.86	6.9
65	22.86	11.25
66	22.86	16.75
67	22.86	6.9
68	22.86	11.25
69	22.86	16.75
70	22.86	6.9
71	22.86	11.25
72	22.86	16.75
73	22.86	6.9
74	22.86	11.25
75	22.86	16.75
76	22.86	6.9
77	22.86	11.25
78	22.86	16.75
79	22.86	6.9
80	22.86	11.25
81	22.86	16.75
82	22.86	6.9
83	22.86	11.25
84	22.86	16.75
85	22.86	6.9
86	22.86	11.25
87	22.86	16.75
88	22.86	6.9
89	22.86	11.25
90	22.86	16.75
91	22.86	6.9
92	22.86	11.25
93	22.86	16.75
94	22.86	6.9
95	22.86	11.25
96	22.86	16.75
97	22.86	6.9
98	22.86	11.25
99	22.86	16.75
100	22.86	6.9
101	22.86	11.25
102	22.86	16.75
103	22.86	6.9
104	22.86	11.25
105	22.86	16.75
106	22.86	6.9
107	22.86	11.25
108	22.86	16.75
109	22.86	6.9
110	22.86	11.25
111	22.86	16.75
112	22.86	6.9
113	22.86	11.25
114	22.86	16.75
115	22.86	6.9
116	22.86	11.25
117	22.86	16.75
118	22.86	6.9
119	22.86	11.25
120	22.86	16.75
121	22.86	6.9
122	22.86	11.25
123	22.86	16.75
124	22.86	6.9
125	22.86	11.25
126	22.86	16.75
127	22.86	6.9
128	22.86	11.25
129	22.86	16.75
130	22.86	6.9
131	22.86	11.25
132	22.86	16.75
133	22.86	6.9
134	22.86	11.25
135	22.86	16.75
136	22.86	6.9
137	22.86	11.25
138	22.86	16.75
139	22.86	6.9
140	22.86	11.25
141	22.86	16.75
142	22.86	6.9
143	22.86	11.25
144	22.86	16.75
145	22.86	6.9
146	22.86	11.25
147	22.86	16.75
148	22.86	6.9
149	22.86	11.25
150	22.86	16.75
151	22.86	6.9
152	22.86	11.25
153	22.86	16.75
154	22.86	6.9
155	22.86	11.25
156	22.86	16.75
157	22.86	6.9
158	22.86	11.25
159	22.86	16.75
160	22.86	6.9
161	22.86	11.25
162	22.86	16.75
163	22.86	6.9
164	22.86	11.25
165	22.86	16.75
166	22.86	6.9
167	22.86	11.25
168	22.86	16.75
169	22.86	6.9
170	22.86	11.25
171	22.86	16.75
172	22.86	6.9
173	22.86	11.25
174	22.86	16.75
175	22.86	6.9
176	22.86	11.25
177	22.86	16.75
178	22.86	6.9
179	22.86	11.25
180	22.86	16.75
181	22.86	6.9
182	22.86	11.25
183	22.86	16.75
184	22.86	6.9
185	22.86	11.25
186	22.86	16.75
187	22.86	6.9
188	22.86	11.25
189	22.86	16.75
190	22.86	6.9
191	22.86	11.25
192	22.86	16.75
193	22.86	6.9
194	22.86	11.25
195	22.86	16.75
196	22.86	6.9
197	22.86	11.25
198	22.86	16.75
199	22.86	6.9
200	22.86	11.25
201	22.86	16.75
202	22.86	6.9
203	22.86	11.25
204	22.86	16.75
205	22.86	6.9
206	22.86	11.25
207	22.86	16.75
208	22.86	6.9
209	22.86	11.25
210	22.86	16.75
211	22.86	6.9
212	22.86	11.25
213	22.86	16.75
214	22.86	6.9
215	22.86	11.25
216	22.86	16.75
217	22.86	6.9
218	22.86	11.25
219	22.86	16.75
220	22.86	6.9
221	22.86	11.25
222	22.86	16.75
223	22.86	6.9
224	22.86	11.25
225	22.86	16.75
226	22.86	6.9
227	22.86	11.25
228	22.86	16.75
229	22.86	6.9
230	22.86	11.25
231	22.86	16.75
232	22.86	6.9
233	22.86	11.25
234	22.86	16.75
235	22.86	6.9
236	22.86	11.25
237	22.86	16.75
238	22.86	6.9
239	22.86	11.25
240	22.86	16.75
241	22.86	6.9
242	22.86	11.25
243	22.86	16.75
244	22.86	6.9
245	22.86	11.25
246	22.86	16.75
247	22.86	6.9
248	22.86	11.25
249	22.86	16.75
250	22.86	6.9
251	22.86	11.25
252	22.86	16.75
253	22.86	6.9
254	22.86	11.25
255	22.86	16.75
256	22.86	6.9
257	22.86	11.25
258	22.86	16.75
259	22.86	6.9
260	22.86	11.25
261	22.86	16.75
262	22.86	6.9
263	22.86	11.25
264	22.86	16.75
265	22.86	6.9
266	22.86	11.25
267	22.86	16.75
268	22.86	6.9
269	22.86	11.25
270	22.86	16.75
271	22.86	6.9
272	22.86	11.25
273	22.86	16.75
274	22.86	6.9
275	22.86	11.25
276	22.86	16.75
277	22.86	6.9
278	22.86	11.25
279	22.86	16.75
280	22.86	6.9
281	22.86	11.25
282	22.86	16.75
283	22.86	6.9
284	22.86	11.25
285	22.86	16.75
286	22.86	6.9
287	22.86	11.25
288	22.86	16.75
289	22.86	6.9
290	22.86	11.25
291	22.86	16.75
292	22.86	6.9
293	22.86	11.25
294	22.86	16.75
295	22.86	6.9
296	22.86	11.25
297	22.86	16.75
298	22.86	6.9
299	22.86	11.25
300	22.86	16.75
301	22.86	6.9
302	22.86	11.25
303	22.86	16.75
304	22.86	6.9
305	22.86	11.25
306	22.86	16.75
307	22.86	6.9
308	22.86	11.25
309	22.86	16.75
310	22.86	6.9
311	22.86	11.25
312	22.86	16.75
313	22.86	6.9
314	22.86	11.25
315	22.86	16.75
316	22.86	6.9
317	22.86	11.25
318	22.86	16.75
319	22.86	6.9
320	22.86	11.25
321	22.86	16.75
322	22.86	6.9
323	22.86	11.25
324	22.86	16.75
325	22.86	6.9
326	22.86	11.25
327	22.86	16.75
328	22.86	6.9
329	22.86	11.25
330	22.86	16.75
331	22.86	6.9
332	22.86	11.25
333	22.86	

RP 13A

STAMP DUTY



**TRANSFER
(INCLUDING EASEMENT/COVENANTS)**

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

S 654337

OFFICE USE ONLY

2	2	2	X
\$	2	1	C

LAND being transferred

Torrens Title Reference	If Part Only, Delete Whole and Give Details	Location
Volume 11928 Folio 118	WHOLE	Municipality and Parish of Queanbeyan County of Murray

TENEMENTS
PANELNote (b)
This panel also to be completed for covenants by transferorTRANSFEROR
Note (c)

QUEANBEYAN INVESTMENTS PTY. LIMITED (formerly QUEANBEYAN INVESTMENTS LIMITED of 275 Elizabeth Street Sydney New South Wales)

OFFICE USE ONLY

N

Note (d)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 65,000 and transfers an estate in fee simple in the land being transferred above described to the TRANSFeree

TRANSFeree
Note (c)

THARWA NOMINEES PTY. LIMITED a company whose registered office is at 23 Brereton Street Queanbeyan New South Wales

OFFICE USE ONLY

S

TENANCY
Note (e)

as joint tenants/tenants in common

PRIOR
ENCUMBRANCES
Note (f)subject to the following PRIOR ENCUMBRANCES 1. N11
2. 3.

AND the TRANSFEROR:—

- (i) GRANTS/RESERVES an easement as set out in SCHEDULE ONE hereto
- (ii) COVENANTS with the TRANSFeree as set out in SCHEDULE TWO hereto

AND the TRANSFeree COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto

DATE OF TRANSFER 11/10/81

I hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION
Note (h)Signed in my presence by the Transferor who is personally known to me:
GIVEN under THE COMMON SEAL OF QUEANBEYAN

THE COMMON SEAL OF QUEANBEYAN INVESTMENTS PTY. LIMITED at Sydney

PTY. LIMITED was hereunto affixed in the

this 27th DAY OF NOVEMBER 1981 in

presence of: the presence of:

Address and occupation of Witness:

Secretary

Note (h)

Signed in my presence by the Transferee who is personally known to me.

THE COMMON SEAL of THARWA NOMINEES PTY.

Signature of Witness

LIMITED was hereunto affixed in the

Name of Witness (BLOCK LETTERS)

presence of:-

Address and occupation of Witness






TO BE COMPLETED
BY LODGING PARTY
Notes (i) and (j)

LODGED BY	
I. J. KANE	110 FEDERAL ST. Y 2000 P. O. BOX 122 SYDNEY R.G.D. BOX 817 SYDNEY

Delivery Box Number

Extra Fee	Checked by	REGISTERED 8-10-1981
		

LOCATION OF DOCUMENTS	
CT	OTHER
<input checked="" type="checkbox"/>	Herewith
<input checked="" type="checkbox"/>	In R.G.O. with
<input checked="" type="checkbox"/>	Produced by

11918	118	ON CV	
			LP

H13A

M.

Form 177

STATUTORY DECLARATION

I, JUDITH ANNE CAMPBELL

of 275 Elizabeth Street Sydney in the State of New South Wales,

Company Secretary do solemnly and sincerely declare as follows:

1. I am the Secretary of Queanbeyan Investments Pty. Limited which company was formerly known as Queanbeyan Investments Limited.

2. Queanbeyan Investments Pty. Limited is identical with the corporation named in the Register and the change of name was made and recorded in the Corporate Affairs Commission on 28th December, 1978.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act, 1900 (as amended).

Subscribed and declared at Sydney
this 31st day of July
one thousand nine hundred and eighty, one
before me *[Signature]*
Solicitor, Sydney.

J. Campbell

RP 13A

SCHEDULE THREE HEREINBEFORE REFERRED TO

Notes (n) and (l) The Transferee hereby covenants with the transferor

And the transferee covenant(s) with the transferor

THAT no fence shall be erected on the said land to divide it from any adjoining land of the transferor without the consent of the transferor but such consent shall not be withheld if the fence shall be erected without any expense to the transferor and in favour of any person dealing with the transferee such consent as aforesaid shall be deemed to have been given in respect of any fence for the time being erected.

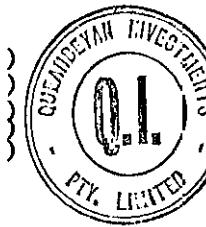
THE BENEFIT of the foregoing restrictions is appurtenant to the adjoining land of the transferor but upon transfer of all such adjoining land the fencing covenant shall become absolutely void.

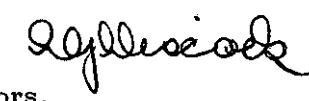
THE LAND subject to the burden of the said restrictions is the said land hereby transferred.

The aforesaid QUEANBEYAN INVESTMENTS PTY, LIMITED and its successors but not its assigns is the person (or corporation) having the right to release vary or modify the said restrictions.

GIVEN under THE COMMON SEAL OF
QUEANBEYAN INVESTMENTS PTY, LIMITED
at Sydney this 27th day
of February 1981 in the presence
of:


Secretary.





Directors.

RP 13A

INSTRUCTIONS FOR COMPLETION

This form is only to be used for the transfer of land together with the granting or reservation of easements and/or the creation of restrictive covenants. For other transfers use forms RP 13, RP 13B, RP 13C, as appropriate.

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to any grant or reservation of easement; otherwise the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

The signatures of the parties and the attesting witnesses should appear below the last provision in the last completed schedule.

Rule up all blanks.

The following instructions relate to the side notes on the form.

(a) **Description of land.**

- (i) **TORRENT TITLE REFERENCE.**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land being transferred, e.g., 135/SP12345 or Vol. 8514 Fol. 126.
- (ii) **PART/WHOLE.**—If part only of the land in the folio of the Register is being transferred, delete the word "WHOLE" and Insert the ~~ct~~ and plan number, portion, &c. See also sections 322 and 327AA of the Local Government Act, 1919.
- (iii) **LOCATION.**—Insert the locality shown on the Certificate of Title/Crown Grant, e.g., at Chullora. If the locality is not shown, Insert the Parish and County, e.g., Ph. Lismore Co. Rous.

(b) **Tenement panel.**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for both the servient and dominant tenements of the easements, e.g., 135/SP12345 or Vol. 8514 Fol. 126, &c. This panel is also to be completed for covenants by the transferor*.

(c) Show the full name, address and occupation or description.

(d) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and Insert appropriate estate.

(e) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and, if the transferees hold as tenants in common, state the shares in which they hold.

(f) In the memorandum of prior encumbrances, state only the registered number of any mortgage, charge or lease (except where the consent of the mortgagee, chargee or lessee is furnished) and of any writ recorded in the Register.

(g) Delete whichever words are inappropriate.

(h) **Execution.**

- GENERALLY**
 - (i) Should there be insufficient space for execution of this dealing, use an annexure sheet.
 - (ii) The certificate of correctness under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known. The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm), be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
- ATTORNEY**
 - (iii) If the transfer is executed by an attorney for the transferor/transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. , and I declare that I have no notice of the revocation of the said power of attorney".
- AUTHORITY**
 - (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.
- CORPORATION**
 - (v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.

(i) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(j) The lodging party is to complete the **LOCATION OF DOCUMENTS** panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, pte for probate, L/A for letters of administration, &c.

(k) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919) and accurately describe the site of the easement. The grant or reservation of easement (other than an easement in gross) must comply with section 88 of the Conveyancing Act, 1919. If not applicable, rule through this space.

(l) Annexures should be of the same size and quality of paper and have the same margins as the transfer form. Each such annexure must be identified as an annexure and signed by the parties and the attesting witnesses. Any plan annexed should comply with regulation 37 of the Real Property Act regulations, 1970.

(m) This space is provided for any restrictive covenant by the transferor (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

(n) This space is provided for any restrictive covenant by the transferee (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

OFFICE USE ONLY

DIRECTIONS: PROP No. OF NAMES:					FIRST SCHEDULE DIRECTIONS		
(A) FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) I	(E)	NAME AND DESCRIPTION		
					P		
SECOND SCHEDULE & OTHER DIRECTIONS							
(F) FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(G) DIRECTION	(H) NOTFN TYPE	(I)	DEALING NUMBER	(K)	DETAILS	

INSTRUMENT SETTING OUT TERMS OF EASMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE REGISTERED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919

INSTRUMENT SETTING OUT TERMS OF EASMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919

Plan: D.P. 715060

(Sheet 3 of 4 Sheets)

Subdivision of the whole of the land
in Lots 2 and 3 in Deposited Plan
710613 covered by Council Clerk's
Certificate No. 34/85 dated 24/6/85

Lots burdened

Lots, name of road or authority
benefited

Each lot, excepting lots
105, 106, 107, 108, 109,
110, 111 & 112

Every other lot.

Schedule of lots etc. affected

PART 2

5. & 6. TERMS OF EASMENTS RESPECTIVELY FIFTIETH AND SIXTIETH REFERRED TO IN
REMENTIONED PLAN

Full and free right, liberty and licence for the Southern Tablelands County Council, its successors and assigns and its or their servants and all other persons authorised by it or them to act on its or their behalf -

(a) to erect, construct, place, repair, renew, maintain, use and remove underground electricity transmission mains, wires and cables, towers, poles and ancillary works for the transmission and distribution of electricity and for the purposes incidental thereto through, in and around the servient tenement, and

(b) to cause or permit electricity to flow or be transmitted through and along the said transmission wires, mains and cables, and

(c) with or without vehicles, plant and equipment to enter and be in the servient tenement for the purposes of exercising any rights granted to it or, than hereunder,

AND the registered proprietor for the time being of the servient tenement will not -

(1) do or knowingly suffer to be done any act or thing which may interfere with, injure, damage or destroy the said mains, wires, cables, towers, poles or ancillary works or any of them or obstruct, prevent or interfere with the free flow of electricity through and along the said transmission and distribution mains wires and cables,

(ii) erect or place or permit the erection or placing in or on the servient tenement of any building, structure, plant or apparatus without the permission in writing of the said Southern Tablelands County Council, its successors or assigns.

TERMS OR RESTRICTIONS AS TO USER EIGHTIETH REFERRED TO IN
REMENTIONED PLAN

(a) No building or buildings shall be erected on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or asbestos cement, or any similar material to asbestos cement provided that the proportion of asbestos cement or any similar material to asbestos cement used in external walls shall not exceed 1% of the total area of the external walls of such building or buildings.

(b) No building shall be erected on each lot burdened having a pitched roof of corrugated iron, iron or steel or asbestos cement or fibro cement or fibreglass or any other material of a similar nature to any of the foregoing.

030985

AMENDMENTS AND/OR ADDITIONS MADE ON
PLAN IN THE LAND TITLES OFFICE

10	20	30	40	50	60	70	Table of mm	110	120	130	140
----	----	----	----	----	----	----	-------------	-----	-----	-----	-----

Widths are in metres

(Sheet 4 of 4 Sheets)

Plan: D.P. 715060

Subdivision of the whole of the land
in Lots 2 and 3 in Deposited Plan
710613 covered by Council Clerk's
Certificate No. 34/85 dated 24/6/85

(c)

No advertisement, hoarding, sign or similar matter, of any description whatsoever, shall be erected or displayed on each lot burdened at any time during the period of two years from the date of registration of this instrument without the prior written consent of Mileus Pty Limited and Mileus Pty Limited shall have the right to remove any such advertisement, hoarding, sign or similar matter, and to enter upon any land for the purpose of such removal.

(d)

No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Mileus Pty Limited, without the consent of Mileus Pty Limited but such consent shall not be withheld if such fence is erected without expense to Mileus Pty Limited provided that this restriction shall remain in force only during such time as Mileus Pty Limited is the registered proprietor of any land in the above-mentioned Plan and any land adjoining any land in the shall mean Mileus Pty Limited or its assigns other than purchasers on sale.

(e)

No fence shall be erected on each lot burdened to divide it from any adjoining land owned by David Michael Madew and Barbara Anne Madew but such consent shall not be withheld if such fence is erected without the consent of David Michael Madew and Barbara Anne Madew provided that this restriction shall remain in force only during such time as David Michael Madew and Barbara Anne Madew are the registered proprietors of any land in the above-mentioned Plan or any land adjoining any land in the above-mentioned Plan and any reference to David Michael Madew and Barbara Anne Madew herein shall mean David Michael Madew and Barbara Anne Madew or their successors and assigns other than purchasers on sale.

(f)

No fence shall be erected by Luigi Suraci without the consent of Luigi Suraci but such consent shall not be withheld if such fence is erected without expense to Luigi Suraci provided that this restriction shall remain in force only during such time as Luigi Suraci is the registered proprietor of any land in the above-mentioned Plan or any land adjoining any land in the above-mentioned Plan and any reference to Luigi Suraci herein shall mean Luigi Suraci or his successors and assigns other than purchasers on sale.

(g)

Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

(h) The person having the right to release, vary or modify these restrictions is Mileus Pty Limited for the period of two years from the date of registration of this instrument and thereafter the person having the right to release, vary or modify these restrictions is the Council of the City of Queanbeyan.

THE COMMON SEAL OF MILEUS PTY LIMITED was hereunto affixed by
authority of the Board of
Directors in the presence of: *M. Madew* *S. Madew*

INSTRUMENT SETTING OUT INTERESTS CREATED
PURSUANT TO SECTION 88, CONVEYANCING ACT,
1919, LODGED WITH D.P. 715060

3/10/1985

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day 12th October, 1989



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919.

Widths are in metres

(Sheet 1 of 4 Sheets)

Plan: D.P. 715060

Subdivision of the whole of the land
in Lots 2 and 3 in Deposited Plan
710613 covered by Council Clerk's
Certificate No. 34/85 dated 24/6/85

Full name and address of
proprietor of the land:

Miletus Pty Limited of 142 Monaco
Street, Queanbeyan in the State of
New South Wales.

PART 1

1. Identity of easement
or restriction firstly
referred to in above-
mentioned plan:

Lots burdened
Basement to drain water 2.5 wide
referred to in above-
mentioned plan:

Schedule of lots etc. affected

Lots, name of road or authority
benefited

The Council of the City of Queanbeyan

2. Identity of easement or
restriction secondly
referred to in above-
mentioned plan:

Lots burdened
Basement to drain sewage and water
3 wide.

Schedule of lots etc. affected

Lots, name of road or authority
benefited

The Council of the City of Queanbeyan

3. Identity of easement
or restriction thirdly
referred to in above-
mentioned plan:

Lots burdened
Basement to drain sewage 3 wide.

Schedule of lots etc. affected

Lots, name of road or authority
benefited

The Council of the City of Queanbeyan

4. Identity of easement
or restriction fourthly
referred to in above-
mentioned plan:

Lots burdened
Basement to drain sewage 2.5 wide.

Schedule of lots etc. affected

Lots, name of road or authority
benefited

The Council of the City of Queanbeyan

AMENDMENTS AND/OR ADDITIONS MADE ON
PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent
record of a document in the custody of the

Registrar General this day, 12th October, 1989

Widths are in metres

(Sheet 2 of 4 Sheets)

Plan: D.P. 715060

Subdivision of the whole of the land
in Lots 2 and 3 in Deposited Plan
710613 covered by Council Clerk's
Certificate No. 34/85 dated 24/6/85

Full name and address of
proprietor of the land:

Miletus Pty Limited of 142 Monaco
Street, Queanbeyan in the State of
New South Wales.

PART 1

1. Identity of easement or
restriction firstly
referred to in above-
mentioned plan:

Lots burdened
Basement for electricity supply 2
wide.

Schedule of lots etc. affected

Lots, name of road or authority
benefited

The Council of the City of Queanbeyan

2. Identity of easement or
restriction secondly
referred to in above-
mentioned plan:

Lots burdened
Basement for electricity supply 2.5
wide.

Schedule of lots etc. affected

Lots, name of road or authority
benefited

The Southern Tablelands County
Council.

3. Identity of easement
or restriction thirdly
referred to in above-
mentioned plan:

Lots burdened
Basement to drain sewage and
water 3.5 wide.

Schedule of lots etc. affected

Lots, name of road or authority
benefited

The Council of the City of Queanbeyan

4. Identity of easement
or restriction fourthly
referred to in above-
mentioned plan:

Lots burdened
Basement to drain sewage 2.5 wide.

Schedule of lots etc. affected

Lots, name of road or authority
benefited

The Council of the City of Queanbeyan

AMENDMENTS AND/OR ADDITIONS MADE ON
PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent
record of a document in the custody of the

Registrar General this day, 12th October, 1989

QUEANBEYAN-PALERANG REGIONAL COUNCIL
SECTION 10.7(2) PLANNING CERTIFICATE
issued under
Environmental Planning and Assessment Act 1979

North Herring Lawyers
PO Box 336
QUEANBEYAN NSW 2620

Certificate No.: PL.2025.2668
Your Reference: 251529

taylor@northherring.com.au

Subject Land:

Property Number:	160401
Property Address:	15 Koorong Place QUEANBEYAN WEST NSW 2620
Legal Description:	Lot 38 DP 715060

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 (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
- SEPP (Transport and Infrastructure) 2021

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

OFFICES

144 Wallace St, Braidwood
13 Gibraltar St, Bungendore
257 Crawford St, Queanbeyan

POSTAL

PO Box 90, Queanbeyan NSW 2620

PHONE

P: 1300 735 025

EMAIL/WEB

E: council@qprc.nsw.gov.au
W: www.qprc.nsw.gov.au

ABN 95 933 070 982

1.1.3 Development Control Plan

Lot 38 DP 715060

Queanbeyan Development Control Plan 2012

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
-----------------------	--------------------

PP.2024.0006	Housekeeping Amendment 2024 to QPRLEP 2022
---------------------	---

www.planningportal.nsw.gov.au/prp

1.2.2. Draft State Environmental Planning Policies (SEPPs):

- *SEPP (Housing) 2021*
- *SEPP (Planning Systems) 2021*
- *SEPP (Transport and Infrastructure) 2021*

www.planning.nsw.gov.au/policy-and-legislation/state-environmental-planning-policies

1.2.3. Draft Development Control Plans (DCPs):

Lot 38 DP 715060	No.
-------------------------	------------

2. Zoning and land use under relevant LEPs

2.1. Identity of the zone:

2.2 R2 Low Density Residential - Queanbeyan-Palerang Regional LEP 2022

1. Objectives of zone
 - To provide for the housing needs of the community within a low density residential environment.
 - To enable other land uses that provide facilities or services to meet the day to day needs of residents.
 - To ensure new development complements the scale, density and form of existing development.
 - To encourage development that is consistent with the low density amenity of existing and future residents.
 - To encourage development that is designed to recognise the bushland character of the locality, where appropriate, and to minimise the impact of urban development, particularly on the edge of the urban area.
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; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home industries; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; 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**

NOTE: Refer to the [NSW Planning Portal Spatial Viewer](#) Land Zoning Map to view the map of applicable land use zones (online digital mapping).

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 38 DP 715060 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 38 DP 715060

R2 - Low 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.**

NOTE: Refer to the [NSW Planning Portal](#) to view the map of applicable Lot Size Map (PDF format).

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

Lot 38 DP 715060

No.

2.6. Whether the land is in a conservation area:

Lot 38 DP 715060

No.

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

Lot 38 DP 715060

No.

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 38 DP 715060 **Queanbeyan Section 7.12 Fixed Levy Development Contributions Plan 2019.**

Lot 38 DP 715060 **Queanbeyan Section 94 Contributions Plan for Extractive Industry 2014.**

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 38 DP 715060 **No.**

3.3. If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area:

Lot 38 DP 715060 **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.

Zone R2 Low Density Residential Lot 38 DP 715060	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	Yes
Part 3BA Pattern Book Development Code	No*
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

*The following development is not complying development under Part 3BA Pattern Book Development Code:

- development on bushfire prone land (refer to clause 11 of this certificate),
- development on a flood control lot (refer to clause 9 of this certificate),
- development that is complying development under the Housing Alterations Code (refer to Table 4.1),
- development on a battle-axe lot,
- development on any lot on which there is a secondary dwelling or group home, whether or not the development is attached to the dwelling or home,
- the erection of a building over a registered easement,
- development to which *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 applies, unless it is development that is being carried out by or on behalf of the New South Wales Land and Housing Corporation constituted by the *Housing Act 2001*,
- development on unsewered land, or
- development on land identified as susceptible to landslide risk in an environmental planning instrument applying to the land.

Specific land exemptions may apply only to part of a lot. Nothing in clause 1.19 *SEPP (Exempt and Complying Development Codes) 2008* prevents complying development being carried out on part of a lot that is not land referred to in clause 1.19 even if other parts of the lot are such land.

4.2. If complying development may not be carried out on that land because of one of those clauses, the reasons why it may not be carried out under the clause.

Zone R2 Low Density Residential Lot 38 DP 715060	Reason
Part 3BA Pattern Book Development Code	Complying development under Part 4 Housing Alterations Code may be undertaken on this land.

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

Lot 38 DP 715060

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 38 DP 715060 Yes.

5.1.2. Division 2 Advertising and Signage Exempt Development Code

Lot 38 DP 715060 Yes.

5.1.3. Division 3 Temporary Uses and Structures Exempt Development Code

Lot 38 DP 715060 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 one 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 38 DP 715060 Not applicable.

5.2.2. Division 2 Advertising and Signage Exempt Development Code

Lot 38 DP 715060 Not applicable.

5.2.3. Division 3 Temporary Uses and Structures Exempt Development Code

Lot 38 DP 715060 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 38 DP 715060

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 38 DP 715060

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

Lot 38 DP 715060

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

Lot 38 DP 715060

9. Flood related development controls information

Flood planning area has the same meaning as in the *Flood Risk Management Manual*.

Flood Risk Management Manual means the *Flood Risk Management Manual (ISBN 978-1-923076-17-4)* published by the NSW Government in June 2023.

Probable maximum flood has the same meaning as in the *Flood Risk Management 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 38 DP 715060

<https://www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-Controls#section-8>

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 38 DP 715060

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

Lot 38 DP 715060

The land has not been assessed for the likelihood of contamination by Council considering past uses or results of systematic testing. It is not known if Contaminated Land provisions of the Development Control Plan or the relevant State legislation, apply.

10.4. Salinity:

Lot 38 DP 715060 **No.**

10.5. Highly erodible soils:

Lot 38 DP 715060 **No.**

10.6. Slopes over 18 degrees:

Lot 38 DP 715060 **No.**

10.7. Aircraft noise:

Lot 38 DP 715060 **The land is located between the Australian Noise Exposure Forecast (ANEF) 20 contour and the ANEF 25 contour. Land located between these respective contours is generally considered 'conditionally acceptable' for residential dwellings and some other land uses under Australian Standard AS2021:2015 Acoustics - Aircraft noise intrusion - Building siting and construction, subject to noise attenuation being incorporated into any development during construction if required. Further advice in respect of potential aircraft noise impacts is available from Canberra Airport at:**

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

10.8. Land near Cooma Road Quarry:

Lot 38 DP 715060 **No.**

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

Lot 38 DP 715060 **No.**

11. Bushfire prone land

Is the land bushfire prone?

Lot 38 DP 715060 **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

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 38 DP 715060 **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 38 DP 715060 **No.**

17. Biodiversity certified land

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

Lot 38 DP 715060

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
-----------------------	--------------------

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
-----------------------	--------------------

Not applicable.

23. Water or sewerage services

Whether water or sewerage services are provided to, or to be provided to, the land under the *Water Industry Competition Act 2006*.

Note: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

Not applicable.

24. Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B.

A **special entertainment precinct** is an area in which—

- (a) sound from entertainment activity from premises in the area is regulated in accordance with a precinct management plan, and
- (b) requirements about sound attenuation included in a precinct management plan apply to certain types of development in the area, and
- (c) dedicated live music and performance venues are authorised to trade for an additional 60 minutes under the *Liquor Act 2007*, section 12A(4).

No.

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 38 DP 715060

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 38 DP 715060

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 38 DP 715060

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 38 DP 715060

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 38 DP 715060

No.

Note: Land that has been notified to the Environmental Protection Agency (EPA) as being potentially contaminated is identified on the EPA's List of notified sites. This list contains information about contamination orders and other regulatory actions that may be under assessment or in force under Section 60 of the *Contaminated Lands Management Act 1997*.

<https://www.epa.nsw.gov.au/Your-environment/Contaminated-land/notified-and-regulated-contaminated-land/list-of-notified-sites>

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: JB

R. Ryan

Rebecca Ryan
General Manager
Queanbeyan-Palerang Regional Council

10 December 2025

QUEANBEYAN-PALERANG REGIONAL COUNCIL SEWER SERVICE DIAGRAM

North Herring Lawyers
taylor@northherring.com.au

Subject Land:

Certificate Number: ENG.2025.2073

Property Address: 15 Koorong Place QUEANBEYAN WEST NSW 2620

Legal Description: Lot 38 DP 715060

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

The attached diagram provides a representation of the location of the internal sewer services that connect the structure/s on the property to Council Infrastructure.

The additional diagram indicates the location of Council infrastructure that services this property.

Yours Faithfully,

Ruth Ormella
Director, Development and Environment
Queanbeyan-Palerang Regional Council

Compiled by: AG

Signature: 

22 December 2025

Disclaimer

The actual location of the main should be accurately determined on site.

There may be other drains, services, or easements associated with this property, and further investigation might be needed to accurately determine their locations.

OFFICES

144 Wallace St, Braidwood
13 Gibraltar St, Bungendore
257 Crawford St, Queanbeyan

POSTAL

PO Box 90, Queanbeyan NSW 2620

PHONE

P: 1300 735 025

EMAIL/WEB

E: council@qprc.nsw.gov.au
W: www.qprc.nsw.gov.au

ABN 95 933 070 982

CITY OF QUEANBEYAN

PLAN OF SEWERAGE CONNECTION

FOR

Drainage Plan No. 8502.....

Detail Plan No. F1.....

Street 15 Koorong Pl.....

Lot 38..... Sec

Fee \$ 32.00

Amendment Fee

Scale — 1:500

This diagram is the property of the proprietor and is to be returned to him on completion of the work.

RAIN OR SURFACE WATER IS NOT TO BE CONNECTED TO SEWER.

All plumbing and drainage work shown on diagram in connection with this plan must be executed in accordance with Ordinance No. 46 of the Local Government Act. 1919, and to the satisfaction of the Council and no responsibility will be taken for same unless official certificates are obtained by licensed plumbers. and drainers.

PERMITS must be obtained from Council prior to the commencement of work.

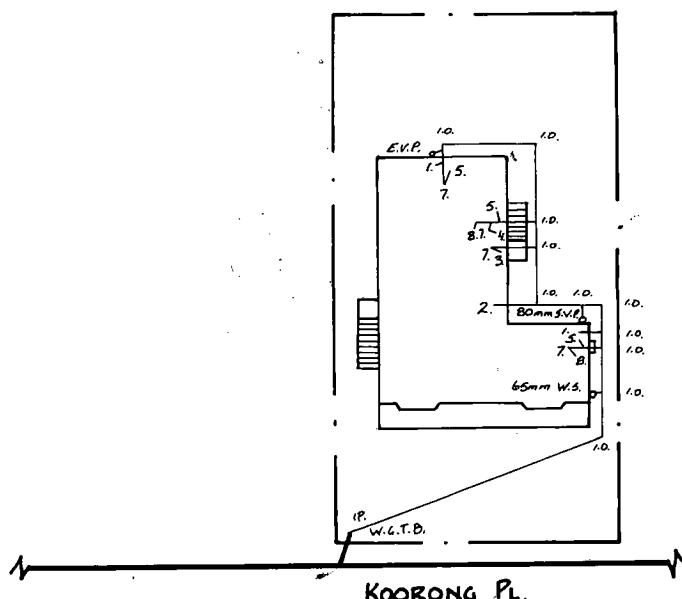
No alteration to drainage to be made unless previous consent is given.

All drainage work must be tested before covering in.

Junction 10 m. from downstream boundary. Depth (approx.) Not Known

NOTES

B.T.	Boundary Trap	Y.S.	Yard Stick	1. W.C.
<input type="checkbox"/>	Gully	G.T.	Grease Trap	2. Kitchen Sink
I.P.	Inspection Pipe	M.H.	Manhole	3. Laundry Tubs
I.V.P.	Induct Vent Pipe	S.V.P.	Soil Vent Pipe	4. Bath 5. Basin
E.V.P.	Educt Vent Pipe	W.S.	Waste Stack	6. Sink 7. Floor Waste
D.T.	Disconnecter Trap	W.G.T.B.	Water and Gas	8. Shower
S.T.	Silt Trap		Tight Box	9.
I.O.	Inspection Opening	C.I.I.B.	Cast Iron	
			Inspection Box	



Queanbeyan, 23RD JANUARY 1986

M.T.

[Signature]
Health Surveyor.



 <p>QPRC</p> <p>Queanbeyan-Palerang Regional Council 257 Crawford St Queanbeyan NSW 2620 Phone: 1300 735 025 www.qprc.nsw.gov.au</p>	<p>© Queanbeyan-Palerang Regional Council This information has been prepared for Council's internal purposes and for no other purpose. No statement is made about the accuracy or suitability of the information for use for any purpose (whether the purpose has been notified to Council or not). While every care is taken to ensure the accuracy of this data, neither the Queanbeyan-Palerang Regional Council nor the LPI makes any representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibilities and liabilities (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs which you might incur as a result of the data being inaccurate or incomplete in any way and for any reason. © The State of New South Wales (Land and Property Information)</p>	<p>Projection: GDA2020 / MGA zone 55</p> <p>Date: 16/12/2025</p> <p>Created By: Arshdeep Gill</p>
---	--	--