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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Fuse Property 56 Monaro Street Queanbeyan, NSW 2620	**phone**: 0423967399 **email**: zoe@fuseproperty.com.au
co-agent		
vendor	Nicolaas Marius Tydens	
vendor's solicitor	North Herring Lawyers Level 3, 257 Crawford Street Queanbeyan NSW 2620	**phone**: 02 6299 5566 **email**: megan@northherring.com.au **ref**: 261087
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	2 CAMPHORWOOD CL JERRABOMBERRA NSW 2619 LOT 101 DEPOSITED PLAN 1037423 Folio Identifier 101/1037423	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions

☒ air conditioning	☐ curtains	☒ insect screens	☒ range hood
☒ blinds	☐ dishwasher	☒ internet/TV receiver	☒ solar panels
☒ built-in wardrobes	☐ EV charger	☒ light fittings	☒ solar power battery
☒ ceiling fans	☒ fixed floor coverings	☐ pool equipment	☒ stove
☒ clothes line	☒ other: smoke detector		

exclusions

purchaser

purchaser's solicitor

price

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

balance

contract date (if not stated, the date this contract was made)

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

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

buyer's agent

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

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SIGNING PAGE

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

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Choices

Vendor agrees to accept a ***deposit-bond***	☒ NO	☐ yes
Nominated *Electronic Lodgment Network (ELN)* (clause 4)	PEXA	
Manual transaction (clause 30)	☒ NO	☐ 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	☒ NO	☐ yes	
GST: Taxable supply	☒ NO	☐ yes in full	☐ yes to an extent
Margin scheme will be used in making the taxable supply	☒ NO	☐ yes	

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

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

Purchaser must make an *GSTRW payment* (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):

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List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☐ 8 sewerage infrastructure location diagram (service location print)
- ☒ 9 sewer lines location diagram (sewer service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☐ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

Home Building Act 1989

- ☐ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement - off the plan contract
- ☐ 60 other document relevant to the off the plan contract

Other

- ☐ 61

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

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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.

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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, 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 to resolve the dispute 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.

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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:**

Australian Taxation Office	**Local Council**
County Council	**Local Land Services**
Department of Education	**NSW Fair Trading**
Department of Planning, Housing and Infrastructure	**NSW Public Works**
	Owner of adjoining land
Department of Primary Industries and Regional Development	**Privacy**
	Subsidence Advisory NSW
Electricity, gas and telecommunications	**Transport agencies**
Homes NSW	**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. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**

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. **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 Australian Taxation Office.**

13 **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.**

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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 –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (15% as at 1 January 2025);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 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 Sign*, *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.

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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*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

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

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

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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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 whatever is reasonably necessary 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.

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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), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 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

13.3.2 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.

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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).

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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.

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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 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 contract or management 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 s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses' in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
● Adjustments and liability for expenses
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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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.

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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 whatever is reasonably necessary 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.

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BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
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.

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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.

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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.

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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, not withstanding 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. Transfer of deposit to Vendor Solicitor trust account

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 transfer funds from the deposit in accordance with the direction of the Vendor's solicitor to the Vendors Solicitors trust account 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 or Vendor's solicitor may require to enable release of the deposit funds for this purpose.

This condition is sufficient authority for the Vendor's Solicitor to release funds at settlement via PEXA.

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 Governments 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

15. Christmas Holiday Period

Despite anything contained within this contract:

(a) Any notice served under this Contract from Monday 21 December 2026 to Tuesday 12 January 2027 inclusive (**Christmas Holiday Period)** is deemed to have been served on Wednesday 13 January 2027.

(b) If the Completion Date is a date within the Christmas Holiday Period, it is deemed to be on Wednesday 13 January 2027.

(c) If a Notice to Complete is served under this Contract before the Christmas Holiday Period with a Completion Date falling within the Christmas Holiday Period, the Completion Date is deemed to be Wednesday 13 January 2027.

(d) Any damages or interest payable under this contract shall not be payable in respect of the Christmas Holiday Period.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 101/1037423

SEARCH DATE	TIME	EDITION NO	DATE
14/9/2026	3:21 PM	11	16/7/2021

LAND

LOT 101 IN DEPOSITED PLAN 1037423
AT JERRABOMBERRA
LOCAL GOVERNMENT AREA QUEANBEYAN-PALERANG REGIONAL
PARISH OF GOOGONG COUNTY OF MURRAY
TITLE DIAGRAM DP1037423

FIRST SCHEDULE

NICOLAAS MARIUS TYDENS (T AQ893529)

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 DP1037423 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
3 DP1037423 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
4 AR248470 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

261087... PRINTED ON 14/9/2026

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

Copyright © Office of the Registrar-General 2026

Received: 14/09/2026 15:21:03

PLAN FORM 2

Plan Drawing only to appear in this space

DP1037423 (E)

SIGNATURE AND SEALS ONLY

JERRABOMBERRA PARK PTY LIMITED Common Seal A.C.N. 008 591 928

Director

Director

Signed at Canberra by ST GEORGE BANK LIMITED ABN 92 055 513 070 by its Attorney who state that they have received no notice of revocation of Power of Attorney No. 13 [illegible] 00125

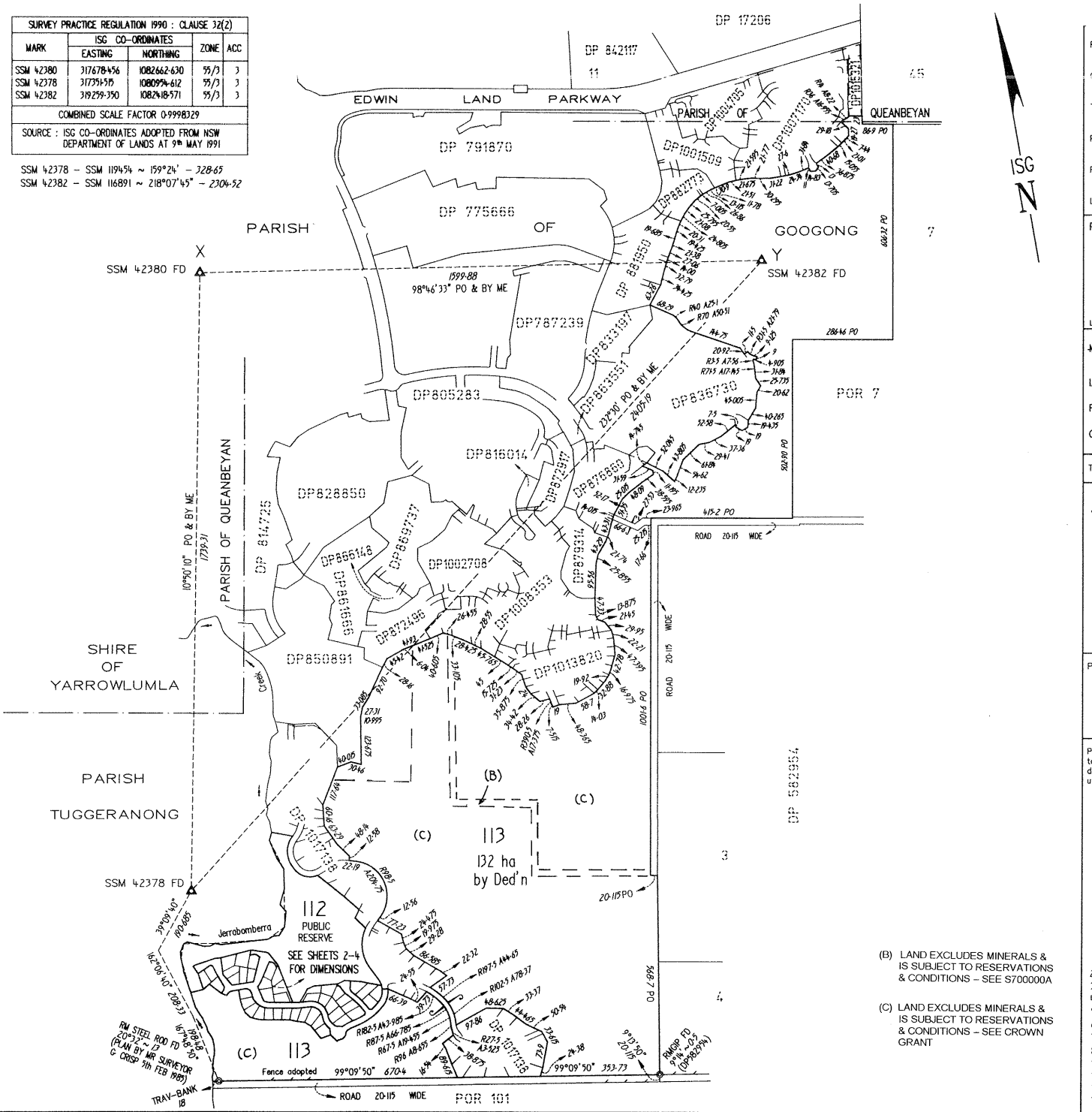
Signature ATTORNEY
NAME: Colin Tennant
TITLE: Senior Manager

Signature ATTORNEY
NAME: Graeme Swinton
TITLE: Executive Manager

Justice of the Peace
Witness
KATHLEEN AVEYARD

SURVEY PRACTICE REGULATION 1990 : CLAUSE 32(2)				
MARK	ISG CO-ORDINATES EASTING	ISG CO-ORDINATES NORTHING	ZONE	ACC
SSM 42380	317678·456	1082662·630	55/3	3
SSM 42378	317351·515	1080954·612	55/3	3
SSM 42382	319259·350	1082418·571	55/3	3
COMBINED SCALE FACTOR 0·9998329				
SOURCE : ISG CO-ORDINATES ADOPTED FROM NSW DEPARTMENT OF LANDS AT 9TH MAY 1991				

SSM 42378 – SSM 119454 ~ 159°24' – 328·65
SSM 42382 – SSM 116891 ~ 218°07'45" – 2304·52



(B) LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS & CONDITIONS – SEE S700000A

(C) LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS & CONDITIONS – SEE CROWN GRANT

Crown Lands Approval

'LAN APPROVED ..... Authorised Officer
Land District .....
Paper No. .....
Field Book ..... pages .....

Subdivision Certificate

certify that the provisions of s.109J of the Environmental Planning nd Assessment Act 1979 have been satisfied in relation to

the proposed Subdivision ..... set out herein: and
(insert 'subdivision' or 'new road')

the subdivision is for lease purposes in accordance with s.23H of the Conveyancing Act 1919.

† Authorised Person/General Manager/Accredited Certifier

Consent Authority: Queanbeyan City Council
Date of endorsement: 14 Dec 2001
Accreditation No: .....
Subdivision certificate No: 307-1999/251
File No. DA 307-1999

Note:
When the plan is to be lodged electronically in the Land Titles Office. It should include a signature in an electronic or digital format approved by the Registrar-General.

† Delete whichever is inapplicable.

SURVEYORS REFERENCE: 5470/90 CHECKLIST E N°01/092–Clause 30/2

Registered: 5-2-2002
C.A.: SEE CERTIFICATE
Title System: TORRENS
Purpose: SUBDIVISION
Ref. Map: PARISHES
Last Plan: DP 1017138

PLAN OF SUBDIVISION OF LOT 58 DP 1017138

Lengths are in metres. Reduction Ratio 1: 8000

~~Mun./Shire~~ City: QUEANBEYAN
Locality: JERRABOMBERRA
Parish: QUEANBEYAN & GOOGONG
County: MURRAY

This is sheet 1 of my plan in 4 sheets.

I, PETER JAMES SHAW
of PJ SHAW & ASSOCIATES PTY LTD 4/10 KENNEDY STREET, KINGSTON, ACT 2604
a surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveyors (Practice) Regulation 1996 and was completed on 5th DECEMBER 2001
The survey relates to LOTS 89–112 INCLUSIVE
(here specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)
Datum Line: X–Y
Zone: Suburban/~~Country~~
Signature
Surveyor registered under Surveyors Act 1929

Plans used in preparation of survey/compilation.
DP1017138

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE THE EXTENSION TO WATERFALL DRIVE, HICKORY PLACE, CAMPHORWOOD CLOSE AND BANYALLA CLOSE TO THE PUBLIC AS PUBLIC ROAD

IT IS INTENDED TO CREATE LOT 112 AS PUBLIC RESERVE

PURSUANT TO SECTION 888 OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE:

1 EASEMENT TO DRAIN WATER 2·5 WIDE
2 EASEMENT TO DRAIN SEWAGE 2·5 WIDE
3 EASEMENT TO DRAIN SEWAGE AND WATER 3 WIDE
4 EASEMENT TO DRAIN SEWAGE AND WATER VARIABLE WIDTH
5 EASEMENT TO DRAIN SEWAGE 3 WIDE
6 RESTRICTION ON USE OF LAND
7 RESTRICTION ON USE OF LAND
8 RESTRICTION ON USE OF LAND
9 RESTRICTION ON USE OF LAND
10 RESTRICTION ON USE OF LAND
11 RESTRICTION ON USE OF LAND
12 EASEMENT FOR SERVICES 1 WIDE

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R811672 /Doc:DP 1037423 P /Rev:22-Aug-2002 /NSW LRS /Pgs:ALL /Prt:14-Sep-2026 15:21 /Seq:1 of 4
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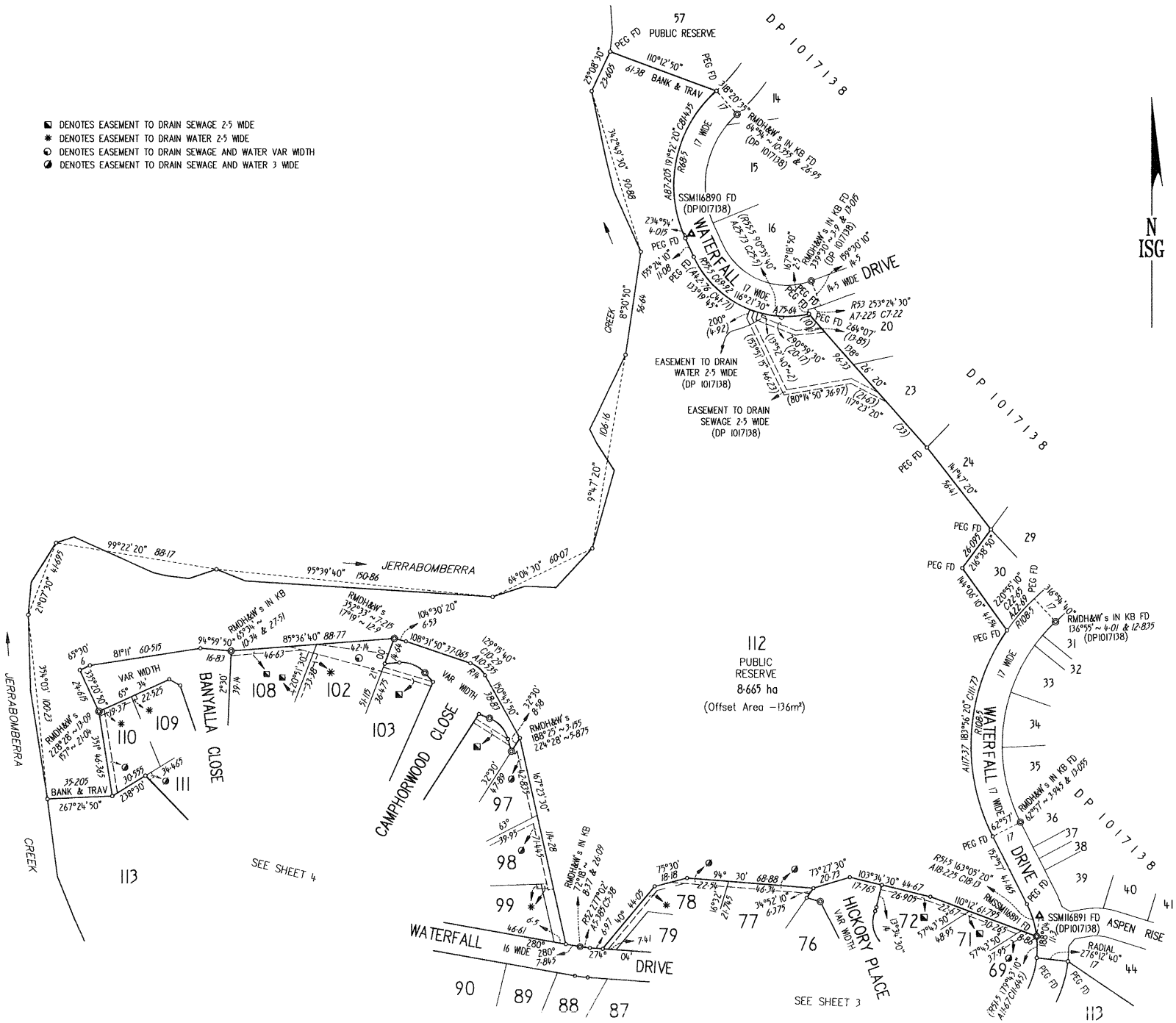
PLAN FORM 3

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



DP1037423

Registered: 5-2-2002

This is sheet 2 of my plan in 4 sheets. dated 4th DECEMBER 2001

Signature .....

Surveyor registered under Surveyors Act, 1929, as amended.

This is Sheet 2 of the plan of 4 sheets covered by my Certicate No. 307-1999/251 of 14 Dec 2001

Council Clerk

For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio 1: 1500

Plan Drawing only to appear in this space

SURVEYORS REFERENCE: 5470/9D

Req:R811672 /Doc:DP 1037423 P /Rev:22-Aug-2002 /NSW LRS /Pgs:ALL /Prt:14-Sep-2026 15:21 /Seq:2 of 4
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PLAN FORM 3

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1037423

Registered: 5-2-2002

This is sheet 3 of my plan in 4 sheets. dated 4th DECEMBER 2001

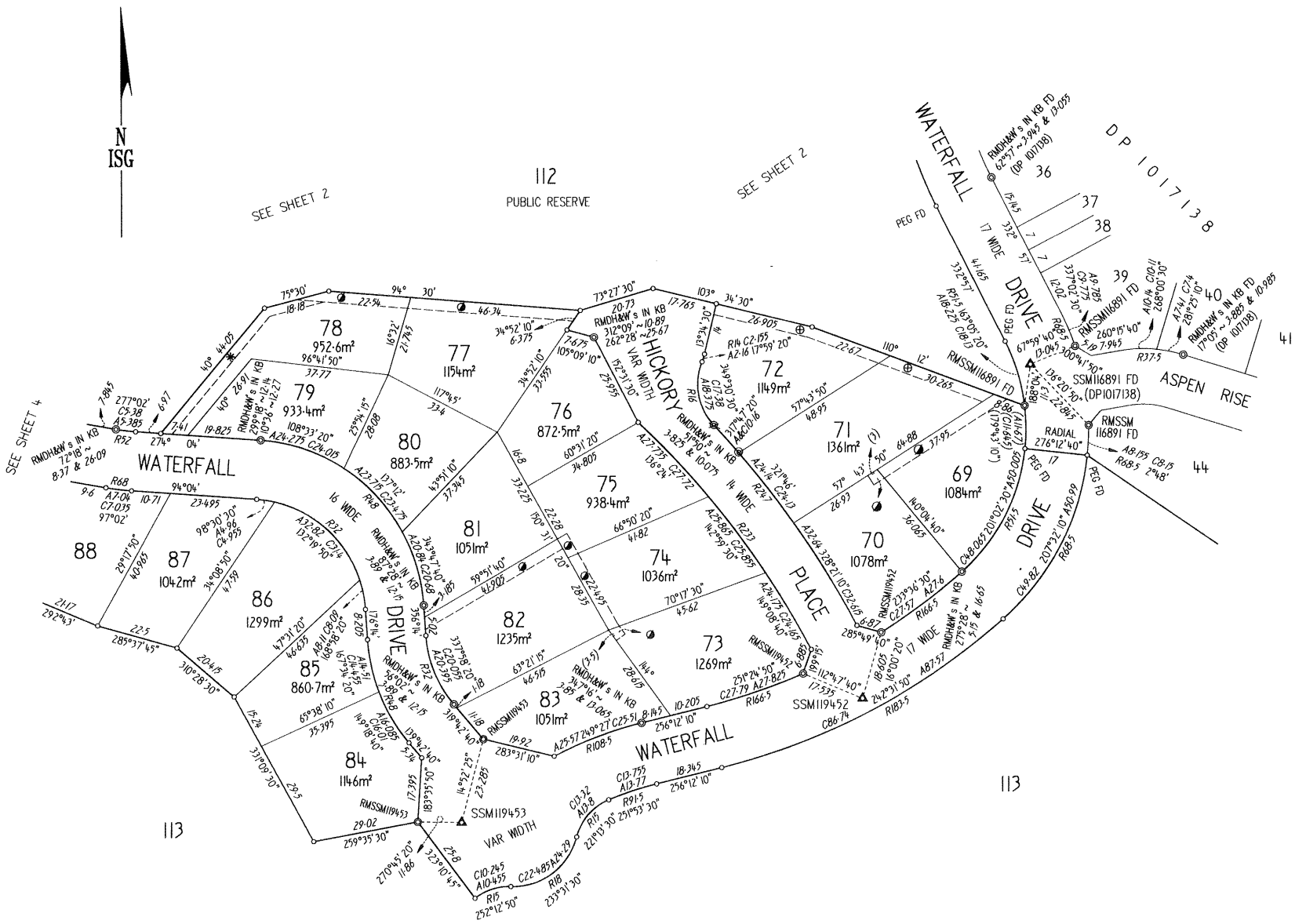
Signature

Surveyor registered under Surveyors Act, 1929, as amended.

This is Sheet 3 of the plan of 4 sheets covered by my Certicate No. 307-1999/291 of 14 Dec 2001

Council Clerk

For use where space is insufficient in any panel on Plan Form 2



SSM116891 – SSM119452 207°05' ~ 101·4
SSM119452 – SSM119453 253°07' 25" ~ 114·49
SSM119453 – SSM119454 307°33' 40" ~ 269·8

✱ DENOTES EASEMENT TO DRAIN WATER 2·5 WIDE
◪ DENOTES EASEMENT TO DRAIN SEWAGE 2·5 WIDE
⊕ DENOTES EASEMENT TO DRAIN SEWAGE 3 WIDE
◐ DENOTES EASEMENT TO DRAIN SEWAGE AND WATER 3 WIDE

Reduction Ratio 1: 800

SURVEYORS REFERENCE: 5470/9D

Plan Drawing only to appear in this space

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PLAN AMENDED IN LPI NSW AT SURVEYORS REQUEST 20.22.8.2002 2002/572

PLAN FORM 3

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1037423

Registered: 5.2.2002

This is sheet 4 of my plan in 4 sheets. dated 4th DECEMBER 2001

Signature .....

Surveyor registered under Surveyors Act, 1929, as amended.

This is Sheet of the plan of sheets covered by my Certicate No. of

Council Clerk

For use where space is insufficient in any panel on Plan Form 2

JERRABOMBERRA PARK PTY LIMITED Common Seal A.C.N. 008 591 928

Secretary

AUTHORISED SIGNATORY

Signed at Canberra by ST GEORGE BANK LIMITED ABN 92 055 513 070 by its Attorney who state that they have received no notice of revocation of Power of Attorney No. BK611521 4C1A5

Signature ..... ATTORNEY
NAME: ROBERT FERRY
TITLE: STATE MANAGER

Signature ..... ATTORNEY
NAME: Barbara Camiller
TITLE: Senior Manager

Witness Kaylan Sanders Bank Officer with 5 or more years continuous service

James of the Peace

SEE SHEET 2

SEE SHEET 3

SEE DIAGRAM

DIAGRAM

JERRABOMBERRA CREEK

BANYALLA VAR WIDTH

CAMPHORWOOD CLOSE VAR WIDTH

WATERFALL VAR WIDTH

CAMPHORWOOD CLOSE WIDTH

DRIVE 16 WIDE

112 PUBLIC RESERVE

112 PUBLIC RESERVE

113

113

103

96

96 1173m²

97 1069m²

98 1385m²

99 1110m²

100 1306m²

101 977·4m²

102 1605m²

103 1081m²

104 843·4m²

105 1006m²

106 863·9m²

107 1059m²

108 1404m²

109 1004m²

110 1050m²

111 1032m²

92 906·1m²

93 977·3m²

94 943·3m²

95 875·m²

91 850·2m²

90 827m²

89 833·1m²

88 859·9m²

87

78

79

BANK & TRAV

SSM119453 – SSM119454 307°33'40" ~ 269·8

- ✱ DENOTES EASEMENT TO DRAIN WATER 2·5 WIDE
- ◪ DENOTES EASEMENT TO DRAIN SEWAGE 2·5 WIDE
- ⊕ DENOTES EASEMENT TO DRAIN SEWAGE 3 WIDE
- ◪ DENOTES EASEMENT TO DRAIN SEWAGE AND WATER 3 WIDE
- ◒ DENOTES EASEMENT TO DRAIN SEWAGE AND WATER VAR WIDTH
- ⋈ DENOTES EASEMENT FOR SERVICES 1 WIDE

N ISG

Reduction Ratio 1: 800

SURVEYORS REFERENCE: 5470/9D

Plan Drawing only to appear in this space

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

Lengths are in metres
Plan:

Subdivision of Lot 58
DP 1017138
Subdivision Certificate No.307-1999/2S1

DP1037423

WATERFALL RIDGE STAGE 9D
JERRABOMBERRA PARK

PART 1

Full name and address of Proprietor of Land:	**JERRABOMBERRA PARK PTY LIMITED ACN - 008 591 928 PO Box 227, CIVIC SQUARE ACT 2608**
Full name and address of Owner's Mortgagee:	**ST GEORGE BANK LIMITED 60 Marcus Clarke Street CANBERRA ACT 2600**

1. Identity of Easement firstly referred to in abovementioned plan	**Easement to Drain Water 2.5 wide**

SCHEDULE OF LOTS ETC AFFECTED

Lots burdened	Lots or Authority Benefited
78, 99,102, 109 & 110	Queanbeyan City Council

2. Identity of Easement secondly referred to in abovementioned plan	**Easement to Drain Sewage 2.5 wide**

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

Lengths are in metres
Plan:

Subdivision of Lot 58
DP 1017138
Subdivision Certificate No.307-1999/2S1

DP1037423

SCHEDULE OF LOTS ETC AFFECTED

Lots burdened	Lots or Authority Benefited
Lots 92, 93, 96, 103 & 108	Queanbeyan City Council

3. Identity of Easement thirdly referred to in abovementioned plan	**Easement to Drain Sewage & Water 3 wide**

SCHEDULE OF LOTS ETC AFFECTED

Lots burdened	Lots or Authority Benefited
Lots 69, 70, 73-75 incl, 77, 78, 82, 93-95 incl. 97, 98, 100, 104, 105, 107, 110 & 111	Queanbeyan City Council

4. Identity of Easement fourthly referred to in abovementioned plan	**Easement to Drain Sewage and Water variable width**

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened	Lots or Authority Benefited
102 & 108	Queanbeyan City Council

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

Lengths are in metres
Plan:

Subdivision of Lot 58
DP 1017138
Subdivision Certificate No.307-1999/2S1

DP1037423

5. Identity of Easement fifthly referred to in abovementioned plan	**Easement to Drain Sewage 3 wide**

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened	Lots or Authority Benefited
Lots 71, 72 & 93	Queanbeyan City Council

6. Identity of Restriction sixthly referred to in abovementioned plan	**Restriction as to User**

SCHEDULE OF LOTS ETC AFFECTED

Lots burdened	Lots or authority benefited
Lot 99 & 100	Every other lot of lots 69 – 111incl.

7. Identity of Restriction seventhly referred to in abovementioned plan	**Restriction as to User**

SCHEDULE OF LOTS ETC AFFECTED

Lots burdened	Lots or authority benefited
Lots 69 – 98 incl.& 101-111 incl.	Every other lot of lots 69 – 111 incl.

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

Lengths are in metres
Plan:

Subdivision of Lot 58
DP 1017138
Subdivision Certificate No.307-1999/2S1

DP1037423

8. Identity of Restriction eighthly referred to in abovementioned plan

Restriction as to User

SCHEDULE OF LOTS ETC AFFECTED

Lots burdened	Lots or authority benefited
69 – 111 incl	Every other lot of Lots 69 – 111 incl.

9. Identity of Restriction ninethly referred to in abovementioned plan

Restriction as to User

SCHEDULE OF LOTS ETC AFFECTED

Lots burdened	Lots or authority benefited
Lots 69, 71, 72, 77, 78, 79, 97, 98, 99, 102, 108 & 110	Every other lot of lots 69 – 111 incl.

10. Identity of Restriction tenthly referred to in abovementioned plan

Restriction as to User

SCHEDULE OF LOTS ETC AFFECTED

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

Lengths are in metres
Plan:

Subdivision of Lot 58
DP 1017138
Subdivision Certificate No.307-1999/2S1

DP1037423

Lots burdened	Lots or authority benefited
Lot 84	Every other lot of lots 69 – 111 incl

11. Identity of Restriction eleventhly referred to in abovementioned plan

Restriction as to User

SCHEDULE OF LOTS ETC AFFECTED

Lots burdened	Lots or authority benefited
Lots 69, 70, 73, 83, 95, 96, 100, 101, 103, 104, 109 & 111	Every other lot of lots 69 – 111 incl.

12. Identity of Easement twelfthly referred to in abovementioned plan

Easement for Services 1 wide

SCHEDULE OF LOTS ETC AFFECTED

Lots burdened	Lots or authority benefited
Lots 96 & 103	ActewAGL, Country Energy and Telstra

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

Lengths are in metres **Sheet 6 of 12 Sheets**
Plan: **Subdivision of Lot 58**
DP 1017138
Subdivision Certificate No.307-1999/2S1

DP1037423

PART 2

A. Terms of Easement firstly referred to in the abovementioned plan

Full and free right for the Authority benefited and every person authorised by it, from time to time and at all times by means of pipes to drain water (whether rain, storm, spring, soakage or seepage water) in any quantities across and through those parts of the Lots burdened shown in the abovementioned plan together with the right to use for the purposes of easement any line of pipes already laid within the easement for the purpose of draining water or any pipe or pipes in replacement or in substitution therefore and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the easement and together with the right for the Authority benefited and every person authorised by it with any tools, implements or machinery necessary for the purpose, to enter upon easement and to remain there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the easement to such extent as may be necessary provided that the Authority benefited and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the easement site and will restore that surface as nearly as practicable to its original conditions.

B. Terms of Easement secondly and fifthly referred to in the abovementioned plan

Full and free right for the Authority benefited and every person authorised by it, from time to time and at all times by means of pipes to drain sewage and other waste material and fluid in any quantities across and through those parts of the Lots burdened shown in the abovementioned plan together with the right to use for the purposes of easement any line of pipes already laid within the easement for the purpose of draining sewage or any pipe or pipes in replacement or in substitution therefore and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the easement and together with the right for the Authority benefited and every person authorised by it with any tools, implements or machinery necessary for the purpose, to enter upon easement and to remain there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the easement to such extent as may be necessary provided that the Authority benefited and the persons

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authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the easement site and will restore that surface as nearly as practicable to its original condition.

C. Terms of Easement thirdly and fourthly referred to in the abovementioned plan

Full and free right for the Authority benefited and every person authorised by it, from time to time and at all times by means of pipes to drain sewage and water (whether rain, storm, spring, soakage or seepage water) in any quantities across and through those parts of the Lots burdened shown in the abovementioned plan together with the right to use for the purposes of easement any line of pipes already laid within the easement for the purpose of draining sewage and water or any pipe or pipes in replacement or in substitution therefore and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the easement and together with the right for the Authority benefited and every person authorised by it with any tools, implements or machinery necessary for the purpose, to enter upon easement and to remain there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the easement to such extent as may be necessary provided that the Authority benefited and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the easement site and will restore that surface as nearly as practicable to its original conditions.

D. Terms of Restriction on Use of Land sixthly referred to in the abovementioned Plan.

No dwelling shall be constructed on any Lot unless:

1. (a) If it is a single detached dwelling it has a gross floor area excluding garages, carports, patios and the like of not less than 155 square metres and a garage or carport of similar design standard and finish to the dwelling and capable of accommodating at least two vehicles is constructed at the same time as the dwelling; or

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

Lengths are in metres

DP1037423

(b) If it is one of two dwellings built on the site in a form commonly described as a dual occupancy dwelling, it has a minimum floor area excluding garages, carports, verandahs and patios of 135 square metres for each dwelling, and a garage or carport of similar design standard and finish to the dwelling and capable of accommodating at least two vehicles is constructed for each dwelling and at the same time as the dwelling.

E. Terms of Restriction on Use of Land seventhly referred to in abovementioned Plan.

No dwelling shall be constructed on any Lot unless:

1. (a) It is a single detached dwelling, with a gross floor area excluding garages, verandahs, carports, patios and the like of not less than 155 square metres.

(b) A garage or carport of similar design, standard and finish to the dwelling and capable of accommodating at least two vehicles is constructed concurrently with the building.

F. Terms of Restriction on Use of Land eighthly referred to in abovementioned Plan.

No dwelling shall be constructed on any Lot unless:

1. (a) The roof is of tiles, slate, shingles or colorbond steel decking, or of other materials approved in writing by Jerrabomberra Park Pty Limited; and

(b) The external walls are constructed predominantly of brick or stone or have a rendered finish, or of other materials approved in writing by Jerrabomberra Park Pty Limited.

2. (a) No building (including any fence, wall or ancillary building) shall be constructed or altered on any lot unless Jerrabomberra Park Pty Limited has approved in writing plans and specifications for the construction or

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

Lengths are in metres

Subdivision of Lot 58
DP 1017138
Subdivision Certificate No.307-1999/2S1

DP1037423

alteration and the construction or alteration is carried out in accordance with the approved plans and specifications;

(b) Plans and specifications submitted to Jerrabomberra Park Pty Limited under this restriction shall not be submitted to the Queanbeyan City Council until Jerrabomberra Park Pty Limited has approved them in writing;

(c) Jerrabomberra Park Pty Limited shall have an absolute discretion to refuse approval or to give approval subject to conditions without being obliged to furnish reasons for its decision **PROVIDED** that Jerrabomberra Park Pty Limited will not unreasonably or capriciously refuse or withhold approval, but refusal shall not be or be deemed unreasonable or capricious if a registered architect has certified that the proposed building or alteration does not conform with the general standards of design and planning of the development of other lands within this subdivision, or that the proposed works are undesirable by reason of the affect that they would have upon the development, appearance, health or amenity of the neighbourhood or any part of it.

3. No prefabricated carport or prefabricated or metal, fibrous cement clad or timber-clad garage shall be constructed on any Lot.

4. No garage, carport, garden shed or other detached structure is to be constructed on any Lot prior to the construction of a dwelling on the Lot.

5. No garden shed is to be erected on any Lot unless it is fully screened from view from any public place or road, has a floor area of less than 12 square metres and is constructed of a non-reflective material.

6. *No clothes line* or clothes drying area shall be erected on any Lot unless fully screened from view from any public place or road.

7. No goods will be stored openly on any Lot or in any carport on any Lot.

8. No incinerator shall be placed or used upon any Lot or part thereof.

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

Lengths are in metres

Subdivision of Lot 58
DP 1017138
Subdivision Certificate No.307-1999/2S1

DP1037423

9. No commercial vehicle may be regularly parked on any Lot unless it is wholly contained within a garage or carport built in compliance with this instrument.

10. No commercial vehicle may be regularly parked on any road or public place within the area delineated in the above plan as a road or public reserve.

11. No fence shall be erected on any Lot burdened to divide it from any adjoining land owned by Jerrabomberra Park Pty Limited without the consent of Jerrabomberra Park Pty Limited but such consent shall not be withheld if such fence is in accordance with this instrument and is to be erected without cost or expense to Jerrabomberra Park Pty Limited provided that this restriction shall remain in force only during such time as Jerrabomberra Park Pty Limited is the registered proprietor of any Lot in the within plan or any land immediately adjoining the land in the within plan.

12. No Lot shall be subdivided without the prior written consent of Jerrabomberra Park Pty Limited.

13. No building shall be erected and used for the purpose of a display home, exhibition home or any similar use without the prior written consent of Jerrabomberra Park Pty Limited.

14. For the purposes of 9 and 10 "commercial vehicle" means:

(a) any motor vehicle or any trailer (including but not limited to a lorry, utility, truck, van or prime mover) which is constructed principally for the conveyance of goods or merchandise or for the conveyance of any kind of materials used in any trade, business or industry, or for use in any work or sport whatsoever other than the conveyance of persons; and

(b) any motor vehicle fitted or constructed so as to seat more than eight persons including the driver.

G. Terms of Restriction of Use of Land ninethly referred to in the abovementioned Plan.

Req:R811670 /Doc:DP 1037423 B /Rev:08-Feb-2002 /NSW LRS /Pgs:ALL /Prt:14-Sep-2026 15:21 /Seq:11 of 12
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Subdivision of Lot 58
DP 1017138
Subdivision Certificate No.307-1999/2S1

DP1037423

No fence shall be constructed on the boundaries adjoining land zoned open space or scenic protection unless it is an open mesh (or similar open style) fence to a maximum height of 1.5 metres or it is1.8 metres in height and constructed of lapped and capped palings with the posts and rails facing into the block, or of other materials approved in writing by Jerrabomberra Park Pty Limited prior to commencement of construction, **PROVIDED THAT** in all cases any clothes drying or other service areas are fully screened from view from any adjoining open space area.

H. Terms of Restriction on Use of Land tenthly referred to in the abovementioned Plan.

No fence shall be constructed on the southern boundary of **Lot 84** unless it is 1.8 metres in height and constructed of lapped and capped palings with the posts and rails facing into the block or of other materials approved in writing by Jerrabomberra Park Pty Limited prior to commencement of construction.

I. Terms of Restriction on Use of Land eleventhly referred to in the abovementioned Plan.

Corner Lots
No paling fence shall be constructed in front of the building line on any allotment.

No other fencing shall be constructed in front of the building line unless it is a semi-open decorative style approved in writing by Jerrabomberra Park Pty Limited prior to commencement of construction.

The person or authority empowered to release, vary or modify the Easements firstly to fifthly referred to in the abovementioned plan is the Council of the City of Queanbeyan without the consent of any other person or persons **PROVIDED THAT** any such release, variation or modification shall if approved be made and done in all respects at the cost and expense of the person or persons requesting such release, variation or modification.

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

Lengths are in metres

Subdivision of Lot 58
DP 1017138
Subdivision Certificate No.307-1999/2S1

DP1037423

The person or authority empowered to release, vary or modify the Easement twelfthly referred to in the abovementioned plan is ActewAGL, Country Energy and/or Telstra without the consent of any other person or persons **PROVIDED THAT** any such release, variation or modification shall, if approved, be made and done in all respects at the cost and expense of the person or persons requesting such release, variation or modification.

The person empowered to release, vary or modify the Restrictions on Use of Land sixthly seventhly, eighthly, ninthly, tenthly and eleventhly referred to in the abovementioned plan is Jerrabomberra Park Pty Limited or its assigns for such time as it remains the registered proprietor of any lot or lots in the subdivision and thereafter Queanbeyan City Council, **PROVIDED THAT** any such release, variation or modification shall if approved be made and done in all respects at the cost and expense of the person or persons requesting such release, variation or modification

THE COMMON SEAL of)
JERRABOMBERRA PARK PTY)
LIMITED (ACN 008 591 928) was)
hereto affixed by authority of the)
Board of Directors in the presence)
of:)

..... SECRETARY

..... AUTHORISED SIGNATORY

JERRABOMBERRA PARK PTY LIMITED Common Seal A.C.N. 008 591 928

Signed at Canberra by ST GEORGE BANK LIMITED ABN 92 055 513 070 by its Attorney who state that they have received no notice of revocation of Power of Attorney No. BK0182 NO 125

Signature.....
ATTORNEY
NAME: ROBERT TERZI
TITLE: STATE MANAGER

K Gilland
Justice of the Peace
Witness Kathleen Gilland
Bank Officer with 5 yrs or more continuous service

Signature Barbara Camilleri
ATTORNEY
NAME: Barbara Camilleri
TITLE: Senior Manager

REGISTERED 5-2-2002

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

Certificate No.: PL.2026.1976
Your Reference: 261087

Infotrack
GPO Box 4029
SYDNEY NSW 2001

ecertificates@infotrack.com.au

Subject Land:

Property Number:	201539
Property Address:	2 Camphorwood Close JERRABOMBERRA NSW 2619
Legal Description:	Lot 101 DP 1037423

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

1.1.3 Development Control Plan

Lot 101 DP 1037423 **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.2025.0003	**Amendment to QPRLEP 2022 – Subdivision of land with multiple zones (minimum lot size)**

www.planningportal.nsw.gov.au/ppr

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 101 DP 1037423 **No.**

2. Zoning and land use under relevant LEPs

2.1. Identity of the zone:

Lot 101 DP 1037423 **R2 Low Density Residential**

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 101 DP 1037423 **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 101 DP 1037423	**R2 - Low Density Residential** **The minimum lot size for the erection of a dwelling house is 1000 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 101 DP 1037423 **No.**

2.6. Whether the land is in a conservation area:

Lot 101 DP 1037423 **No.**

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

Lot 101 DP 1037423 **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 101 DP 1037423	**Queanbeyan Section 7.12 Fixed Levy Development Contributions Plan 2019.**
Lot 101 DP 1037423	**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 101 DP 1037423	**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 101 DP 1037423	**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, clause1.17A (1) (c)-(e), (2), (3) or (4), 1.18 (1) (c3) or 1.19.

Zone R2 Low Density Residential Lot 101 DP 1037423	**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	**No**
Part 3BA Pattern Book Development Code	**No***
Part 3C Greenfield Housing Code	**Not Applicable**
Part 3D Inland Code	**No**
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 101 DP 1037423	**Reason**
Part 3B Low Rise Housing Diversity Code	**All or part of the land is identified by an environmental planning instrument as being protected land for complying development, as it is located within the Scenic Protection Area under clause 7.14 of Queanbeyan-Palerang Regional Local Environmental Plan 2022.**
Part 3BA Pattern Book Development Code	**Complying development under Part 4 Housing Alterations Code may be undertaken on this land.**
Part 3BA Pattern Book Development Code	**The land or part of the land is bushfire prone as defined in Section 10.3 of the Environmental Planning and Assessment Act 1979.**
Part 3D Inland Code	**All or part of the land is identified by an environmental planning instrument as being protected land for complying development, as it is located within the Scenic Protection Area under clause 7.14 of Queanbeyan-Palerang Regional Local Environmental Plan 2022.**

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

Lot 101 DP 1037423 **No.**

5. Exempt development

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

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

5.1.1. Division 1 General Exempt Development Code

Lot 101 DP 1037423 Yes.

5.1.2. Division 2 Advertising and Signage Exempt Development Code

Lot 101 DP 1037423 Yes.

5.1.3. Division 3 Temporary Uses and Structures Exempt Development Code

Lot 101 DP 1037423 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 101 DP 1037423 Not applicable.

5.2.2. Division 2 Advertising and Signage Exempt Development Code

Lot 101 DP 1037423 Not applicable.

5.2.3. Division 3 Temporary Uses and Structures Exempt Development Code

Lot 101 DP 1037423 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 101 DP 1037423 **No.**

8. Road widening and road realignment

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

Lot 101 DP 1037423 **No.**

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

Lot 101 DP 1037423 **No.**

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

Lot 101 DP 1037423 **No.**

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 101 DP 1037423 **No.**

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 101 DP 1037423 **No.**

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

Is the land affected by a policy adopted by council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or any other risk (other than flooding)?

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

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

No.

10.2. Bushfire:

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

10.3. Contamination:

All land in QPRC is affected by policies adopted by the council that restricts the development of the land because of the likelihood of contamination. Refer to Clause 12 of this certificate to check if the land has been identified in the Loose-Fill Asbestos Insulation Register.

Lot 101 DP 1037423 **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 101 DP 1037423 **No.**

10.5. Highly erodible soils:

Lot 101 DP 1037423	**No.**

10.6. Slopes over 18 degrees:

Lot 101 DP 1037423	**No.**

10.7. Aircraft noise:

Lot 101 DP 1037423	**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 101 DP 1037423	**No.**

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

Lot 101 DP 1037423	**No.**

11. Bushfire prone land

Is the land bushfire prone?

Lot 101 DP 1037423	**Yes. The land is fully bushfire prone as defined in Section 10.3 of the Environmental Planning and Assessment Act 1979. Refer to the relevant Development Control Plan [clause 1 of this certificate].**

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 101 DP 1037423 **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 101 DP 1037423 **No.**

17. Biodiversity certified land

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

Lot 101 DP 1037423 **No.**

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

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

No.

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

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

Not applicable.

20. Western Sydney Aerotropolis

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

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

Not applicable.

21. Development consent for seniors housing

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

Application No	Description

Not applicable.

22. Site compatibility certificates and conditions for affordable rental housing

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

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

No.

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

Application No	Description

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.

25. Interim development in future infrastructure corridors

If *State Environmental Planning Policy (Transport and Infrastructure) 2021*, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

Not applicable.

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

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

Lot 101 DP 1037423 **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 101 DP 1037423 **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 101 DP 1037423 **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 101 DP 1037423 **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 101 DP 1037423 **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

Rebecca Ryan
General Manager
Queanbeyan-Palerang Regional Council 15 September 2026

QUEANBEYAN-PALERANG REGIONAL COUNCIL
SEWER SERVICE DIAGRAM

Infotrack
ecertificates@infotrack.com.au

Subject Land:

Certificate Number:	ENG.2026.1705
Property Address:	2 Camphorwood Close JERRABOMBERRA NSW 2619
Legal Description:	Lot 101 DP 1037423

Thank you for your request for a sewer service diagram for the above-mentioned property.

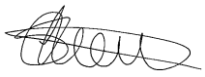
The attached diagram provides a representation of the location of the internal sewer services that connect the structure/s on the property to Council Infrastructure.

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: TMS

Signature: 

28 September 2026

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

H3001

QUEANBEYAN CITY COUNCIL

DRAINAGE DIAGRAM

Approval No 476-2002.

ADDRESS 2 Camphorwood Cl
Jerrabomberra

DRAWN BY M. Keft DATE 9/4/03

LEGEND

1	WC
2	KITCHEN SINK
3	LAUNDRY TUB
4	BATH
5	BASIN
6	SINK
7	FLOOR WASTE
8	SHOWER
9	
X	GULLY
IO	INSPECTION OPENING
WGTB	WATER & GAS TIGHT BOX
EVP	EDUCT VENT PIPE
BT	BOUNDARY TRAP
IVP	INDUCT VENT PIPE
IP	INSPECTION PIPE
SVP	SOIL VENT PIPE
WS	WASTE STACK
MH	MANHOLE
	GREASE TRAP
CIIB	CAST IRON INSPECTION BOX

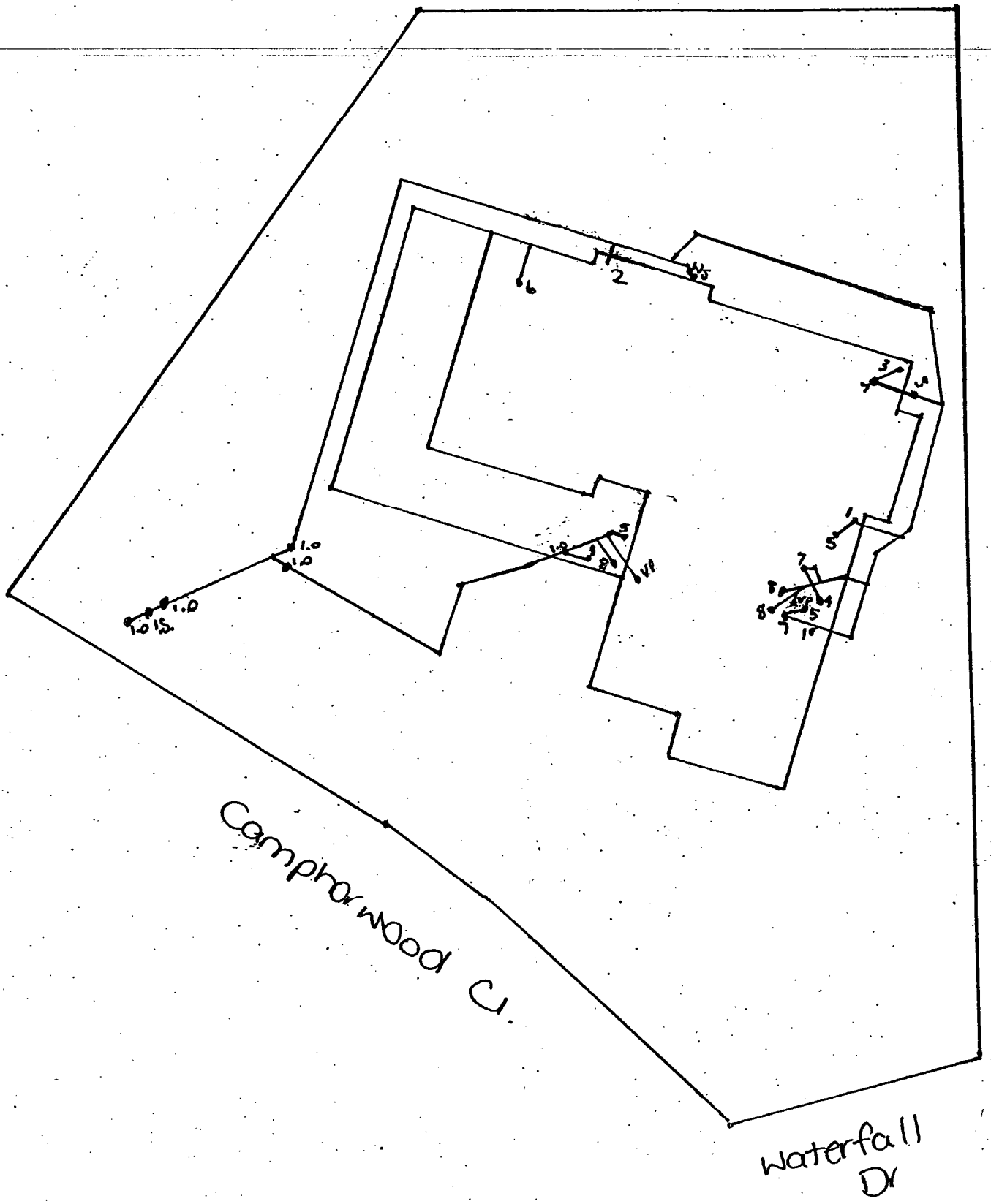
SEE OVER PAGE FOR DIAGRAM

NOTE: DRAINAGE DIAGRAMS ARE NOT TO SCALE AND ARE INDICATIVE OF INTERNAL AND EXTERNAL DRAINAGE LINES WITHIN THE PROPERTY.

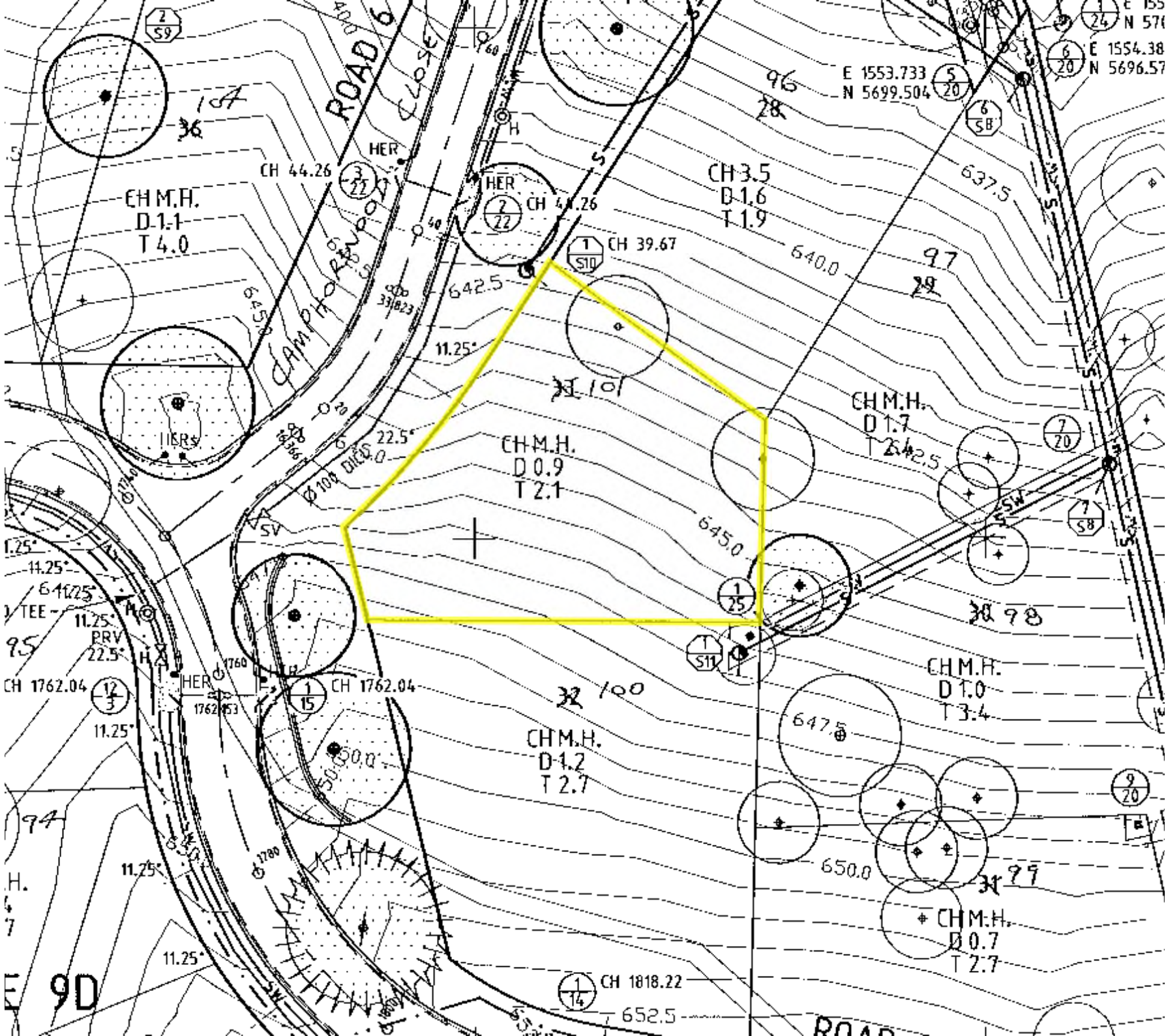
H3001/2

DRAINAGE DIAGRAM

N.T.S.



Additional information including the location, diameter and depth of sewer mains can be obtained from Council's Engineering Department.



ROAD 6
CLOSE
CAMPHORWOOD
CH M.H.
D 1.1
T 4.0
CH 44.26
HER
CH 44.26
CH 39.67
CH 3.5
D 1.6
T 1.9
E 1553.733
N 5699.504
E 1554.38
N 5696.57
637.5
640.0
642.5
645.0
11.25°
22.5°
CH M.H.
D 0.9
T 2.1
CH M.H.
D 1.7
T 2.4
CH M.H.
D 1.0
T 3.4
CH M.H.
D 1.2
T 2.7
CH M.H.
D 0.7
T 2.7
CH 1762.04
CH 1762.04
CH 1818.22
647.5
650.0
652.5
TEE
PRV
9D