Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.								
VENDOR	Peet Jumping Cr	eek Pty	Ltd ACN 6	33 66	3 760			
PROPERTY	LOT 1118, Stage	1, 28 Lo	nergan D	rive, G	reenleigh	NSW	V 2620	
TITLE STRUCTURE								
Will the lot be a lot in a	strata scheme?		⊠ No □] Yes				
Will the lot also be subject to a Strata Management Statement or Building Management Statement?			⊠ No □ Yes					
Will the lot form part of precinct or neighbourh	•		⊠ No ☐		ecify scher	ne ty	rpe:	
DETAILS								
Completion	Clause 36			Refer to clause(s):			Clause	36
Is there a sunset date?	□ No ⊠ Yes	Can thi	is date ended?	□ N	o ⊠ Yes		er to use(s):	Clause 37
Does the purchaser pay anything more if they do not complete on time?	□ No ⊠ Yes	includi	Provide details, including relevant clause(s) of contrac		Clause 9 Clause 39 interest on delayed completion and notice to complete fee.			
Has development approval been obtained?	□ No ⊠ Yes		Development Approval No:		DA 109-2019			
Has a principal certifying authority been appointed?	□ No ⊠ Yes	Provide	ovide details:		Queanbeyan-Palerang Regional Council			
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	□ No ⊠ Yes	includi	ovide details, cluding relevant use(s) of contract:		Clause 37 - Completion of this contract is subject to and conditional on satisfaction of Conditions Precedent.			
ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)								
The following prescribed documents are included in this disclosure statement (select all that apply).								
s88B instrument proposed to be lodged with draft plan			draft community/precinct/neighbourhood/ management statement draft community/precinct/neighbourhood/ development contract					
□ proposed schedule of finishes□ draft strata by-laws			□ draft strata management statement□ draft building management statement					
					,	-	_	

☐ draft strata development contract

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Contract for the sale and purchase of land 2019 edition

IERIVI	MEANING OF TERM	NSW DAN:				
vendor's agent	lan McNamee & Partners Pty 2-4 Rutledge Street, Queanbeyan admin@mcnamee.com.au		phone fax ref	02 6297 5555 02 6297 5823		
co-agent	Not Applicable					
Vendor	Peet Jumping Creek Pty Ltd PO Box 1000, Civic Square ACT 2					
vendor's solicitor	HWL Ebsworth Lawyers Level 14, Australia Square, 264-27 GPO Box 5408, Sydney NSW 200 DX 129 Sydney email: PeetNSW@hwle.com.au	78 George Street, Sydney NSW 2000 1	•	+61 2 9334 8555 1300 369 656 AJB:TN:1013790		
date for completion	The date specified in clause 36					
land (address, plan details and title reference)			t 1 in Dep	osited Plan 1249543		
improvements	☐ HOUSE ☐ garage ☐ ca	arport home unit carspace	e 🗌 sto	orage space		
attached copies	documents in the List of Documents:	nents as marked or numbered:				
A real estate aç	gent is permitted by legislation to f	ill up the items in this box in a sale	of resid	ential property.		
inclusions	Nil					
exclusions purchaser						
guarantor purchaser's solicitor conveyancer			phone fax ref			
price				inclusive of GST		
deposit balance		(10% of th	e price, u	nless otherwise stated)		
contract date		(if not stated,	the date t	nis contract was made)		
buyer's agent		·				
REFER TO EXECUTION	ON PAGE					
vendor		,		witness		
REFER TO EXECUTION	ON PAGE	GST AMOUNT (optional) The price includes GST.				
purchaser J	OINT TENANTS tenants in com	·in unequal shares		witness		

2

Choices					
Vendor agrees to accept a <i>deposit bond</i> (clause 3)	□NO	⊠ yes			
Nominated Electronic Lodgment Network (ELN) (clause 69)	PEXA				
Electronic transaction (clause 69)	no	⊠ YES			
		st provide further details, such as the able waiver, in the space below, or serve within ontract date):			
Parties agree that the deposit be invested (clause 2.9)	□NO	⊠ yes			
Tax information (the parties promise this	is correct as f	ar 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 This sale is not a taxable supply because (one or more of the fallo).	∐ NO	yes			
This sale is not a taxable supply because (one or more of the follow not made in the course or furtherance of an enterp by a vendor who is neither registered nor required GST-free because the sale is the supply of a going GST-free because the sale is subdivided farm land input taxed because the sale is of eligible reside	rise that the vendo to be registered fo concern under se or farm land supp	or carries on (section 9-5(b)) or GST (section 9-5(d)) oction 38-325 olied for farming under Subdivision 38-O			
Purchaser must make an <i>GSTRW payment</i> : (residential withholding payment)	□NO	☑ yes (if yes, vendor must provide further details)			
	date, the vendor	ils below are not fully completed at the contract must provide all these details in a separate an 10 days before the date for completion.			
GSTRW payment (GST residential with	thholding payr	nent) – further details			
Frequently the supplier will be the vendor. However, som entity is liable for GST, for example, if the supplier is a par joint venture.					
Supplier's name: Peet Jumping Creek Pty Ltd					
Supplier's ABN: 35 633 663 760					
Supplier's GST branch number (if applicable):					
Supplier's business address: Level 3, 64 Allara Street, Canberra A	CT 2601				
Supplier's email address: canberra@peet.com.au					
Supplier's phone number: (02) 6230 0800					
Supplier's proportion of GSTRW payment: 100%					
Amount purchaser must pay – price multiplied by the GSTRW rate	(residential withho	olding rate):			
Amount must be paid: X AT COMPLETION at another time (specify):					
Is any of the consideration not expressed as an amount in money? If "yes", the GST inclusive market value of the non-moneta		yes			
Other details (including those required by regulation or the ATO for	ms):				

PURCHASER	
Executed by	Executed by
Signature	Signature

PURCHASER

Executed by in accordance with section 127(1) of the Corporations Act 2001 (Cth) by:	
Signature of Director	Signature of Director/Company Secretary
Full name (print)	Full name (print)
<u>GUARANTOR</u>	
Executed by the Guarantor:	
Signature of Guarantor:	Signature of Guarantor:
Full name (print)	Full name (print)

VENDOR

Executed for and on behalf of Peet Jumping Creek Pty Ltd (ACN 633 633 760) by its attorney under power of attorney dated 19 April 2021 registered number BK 4786 NO 473

Signature of attorney

By executing this agreement the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this agreement.

Executed for and on behalf of Peet Jumping Creek Pty Ltd (ACN 633 633 760) by its attorney under power of attorney dated 19 April 2021 registered number BK 4786 NO 473

Signature of attorney

By executing this agreement the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this agreement.

List of Documents

General	Strata or community title (clause 23 of the contract)				
 □ 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 (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 diagram) □ 9 sewerage lines location diagram (sewerage 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 lease (with every relevant memorandum or variation) □ 16 other document relevant to tenancies □ 17 licence benefiting the land □ 18 old system document □ 19 Crown purchase statement of account □ 20 building management statement □ 21 form of requisitions □ 22 clearance certificate 	Strata or community title (clause 23 of the contract) 32 property certificate for strata common property 33 plan creating strata common property 34 strata by-laws 35 strata development contract or statement 36 strata management statement 37 strata renewal proposal 38 strata renewal plan 39 leasehold strata - lease of lot and common property 40 property certificate for neighbourhood property 41 plan creating neighbourhood property 42 neighbourhood development contract 43 neighbourhood management statement 44 property certificate for precinct property 45 plan creating precinct property 46 precinct development contract 47 precinct management statement 48 property certificate for community property 49 plan creating community property 50 community development contract 51 community management statement 52 document disclosing a change of by-laws 53 document disclosing a change in a development or management contract or statement 54 document disclosing a change in boundaries 55 information certificate under Strata Schemes Management Act 2015 56 information certificate under Community Land Management Act 1989 57 disclosure statement - off the plan contract				
 ≥ 23 land tax certificate Home Building Act 1989 ≥ 24 insurance certificate ≥ 25 brochure or warning ≥ 26 evidence of alternative indemnity cover 	Other				
Swimming Pools Act 1992 27 certificate of compliance 28 evidence of registration 29 relevant occupation certificate 30 certificate of non-compliance 31 detailed reasons of non-compliance					

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

WARNINGS

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

APA Group NSW Department of Education

Australian Taxation Office NSW Fair Trading

Council Owner of adjoining land

County Council Privacy

Department of Planning, Industry and Public Works Advisory

Environment Subsidence Advisory NSW Department of Primary Industries Telecommunications

Department of Primary Industries Telecommunication
Electricity and gas Transport for NSW

Land & Housing Corporation Water, sewerage or drainage authority

Local Land Services

If you think that any of these matters affects the property, tell your solicitor.

- 2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
- 3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
- 4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- 5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
- 6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
- 7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
- 8. The purchaser should arrange insurance as appropriate.
- 9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
- 10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
- 11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
- 12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

the earlier of the giving of possession to the purchaser or completion; adjustment date

bank the Reserve Bank of Australia or an authorised deposit-taking institution which is a

bank, a building society or a credit union;

any day except a bank or public holiday throughout NSW or a Saturday of Sunday; business day

a cheque that is not postdated or stale; cheque

a certificate within the meaning of s14-220 of Schedule 1 to the TA Act, that covers clearance certificate

one or more days falling within the period from and including the contract date to

completion;

a deposit bond or guarantee from an issuer, with an expiry date and for an amount deposit-bond

each approved by the vendor;

vendor's agent (or if no vendor's agent is named in this contract, the vendor's depositholder

solicitor, or if no vendor's solicitor is named in this contract, the buyer's agent);

document of title document relevant to the title or the passing of title;

the percentage mentioned in s14-200(3)(a) of Schedule 1 to the TA Act (12.5% as FRCGW percentage

at 1 July 2017);

a remittance which the purchaser must make under s14-200 of Schedule 1 to the FRCGW remittance

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;

A New Tax System (Goods and Services Tax) Act 1999; GST Act

the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition GST rate

- 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);

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); GSTRW rate

an Act or a by-law, ordinance, regulation or rule made under an Act; legislation

subject to any other provision of this contract; normally

each of the vendor and the purchaser; party

property

the land, the improvements, all fixtures and the inclusions, but not the exclusions; 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;

an objection, question or requisition (but the term does not include a claim);

rescind this contract from the beginning;

serve in writing on the other party; serve

an unendorsed cheque made payable to the person to be paid and settlement cheque

issued by a bank and drawn on itself; or

if authorised in writing by the vendor or the vendor's solicitor, some other

in relation to a party, the party's solicitor or licensed conveyancer named in this

contract or in a notice served by the party; Faxation Administration Act 1953;

terminate this contract for breach;

a variation made under s14-235 of Schedule 1 to the TA Act;

in relation to a period, at any time before or during the period; and

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 22 of

the Swimming Pools Regulation 2018).

Deposit and other payments before completion 2

planning agreement

requisition

rescind

solicitor

TA Act

within work order

terminate variation

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or requisition or rescind or terminate in respect of
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 Ca 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

- Normally, the vendor must by completion comply with a work order made on or before the contract date and if 11.1 this contract is completed the purchaser must comply with any other work order.
- If the purchaser complies with a work order, and this contract is rescinded or terminated, the vendor must pay 11.2 the expense of compliance to the purchaser.

12 **Certificates and inspections**

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the property inspected to obtain any certificate or report reasonably required
- 12.2 to apply (if necessary in the name of the vendor) for
 - any certificate that can be given in respect of the property under legislation; or 12.2.1
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the property given under legislation, even if given after the contract date; and
- 12.3 to make 1 inspection of the property in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the 13.1 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.
- If under this contract a party must make an adjustment or payment for an expense of another party or pay an 13.3 expense payable by or to a third party (for example, under clauses 14 or 20.7) – 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

 - 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 13.3.2
 - to an input tax credit for the expense; and if the adjustment or payment under this contract is consideration for a taxable supply, an amount 13.3.3 for GST must be added at the GST rate.
- If this contract says this sale is the supply of a going concern -13.4
 - 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;
 - if the purchaser is not registered by the date for completion, the parties must complete and the 13.4.3 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
 - if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the 13.4.4 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.
- If this contract says the margin scheme is to apply in making the taxable supply, the parties agree that the 13.6 margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply
 - the purchaser promises that the property will not be used and represents that the purchaser does 13.7.1 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.
- 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.
- The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable 13.11 supply.
- If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before 13.12 completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- If the purchaser must make a GSTRW payment the purchaser must 13.13
 - at least 5 days before the date for completion, serve evidence of submission of a GSTRW payment notification form to the Australian Taxation Office by the purchaser or, if adirection under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
 - 13.13.2 produce on completion a settlement cheque for the GSTRW payment payable to the Deputy Commissioner of Taxation;
 - 13.13.3 forward the settlement cheque to the payee immediately after completion; and
 - 13.13.4 serve evidence of receipt of payment of the GSTRW payment and a copy of the settlement date confirmation form submitted to the Australian Taxation Office

14 **Adjustments**

- Normally, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and 14.1 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.
- If an amount that is adjustable under this contract has been reduced under legislation, the parties must on 14.3 completion adjust the reduced amount.
- The parties must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any 14.4 other land tax for the year current at the adjustment date.
 - only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor 14.4.1 in title) and this contract says that land tax is adjustable;
 - 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; 14.4.2

 - 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.
- If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the 14.5 parties must adjust it on a proportional area basis.
- 14.6 Normally, the vendor can direct the purchaser to produce a settlement cheque on completion to pay an amount adjustable under this contract and if so -
 - 14.6.1 the amount is to be treated as if it were paid; and
 - 14.6.2 the cheque must be forwarded to the payee immediately after completion (by the purchaser if the cheque relates only to the property or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the adjustment date, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the adjustment date.
- The vendor is liable for any amount recoverable for work started on or before the contract date on the property 14.8 or any adjoining footpath or road.

Date for completion 15

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

16 Completion

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

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a party serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or settlement cheque – 16.7.1 the price less any:
 - deposit paid;
 - FRCGW remittance payable;
 - GSTRW payment; and
 - amount payable by the vendor to the purchaser under this contract; and
 - any other amount payable by the purchaser under this contract. 16.7.2
- If the vendor requires more than 5 settlement cheques, the vendor must pay \$10 for each extra cheque. 16.8
- If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor 16.9 an order signed by the purchaser authorising the depositholder to account to the vendor for the deposit.
- On completion the deposit belongs to the vendor. 16.10

Place for completion

- 16.11 Normally, the parties must complete at the completion address, which is –
 - 16.11.1 if a special completion address is stated in this contract - that address: or
 - 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 16.11.3 in any other case - the vendor's solicitor's address stated in this contract.
- The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must 16.12 pay the purchaser's additional expenses, including any agency or mortgagee fee.
- If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the 16.13 purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 **Possession**

- Normally, the vendor must give the purchaser vacant possession of the property on completion. 17.1
- 17.2 The vendor does not have to give vacant possession if –
 - this contract says that the sale is subject to existing tenancies; and 17.2.1
 - 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)./
 Normally, the purchaser can claim compensation (before or after completion) or rescind if any of the land is
- 17.3 affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- This clause applies only if the vendor gives the purchaser possession of the property before completion. 18.1
- The purchaser must not before completion 18.2
 - let or part with possession of any of the property; 18.2.1
 - 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
- The purchaser must until completion 18.3
 - keep the property in good condition and repair having regard to its condition at the giving of 18.3.1 possession; and
 - 18.3.2 allow the vendor of the vendor's authorised representative to enter and inspect it at all reasonable times.
- The risk as to damage to the property passes to the purchaser immediately after the purchaser enters into 18.4 possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
 - the vendor can before completion, without notice, remedy the non-compliance; and 18.5.1
 - 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.
- If this contract is rescinded or terminated the purchaser must immediately vacate the property. 18.6
- If the parties or their solicitors on their behalf do not agree in writing to a fee or rent, none is payable. 18.7

Rescission of contract 19

- 19.1 If this contract expressly gives a party a right to rescind, the party can exercise the right –
 - only by serving a notice before completion; and
 - 19.1.1 19.1.2 n 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 –
 - the deposit and any other money paid by the purchaser under this contract must be refunded; 19.2.1
 - 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
 - a party will not otherwise be liable to pay the other party any damages, costs or expenses. 19.2.4

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
 - signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 20.6.2 served if it is served by the party or the party's solicitor;
 - 20.6.3 served if it is served on the party's solicitor, even if the party has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1019;
 - 20.6.5 served if it is sent by email or fax to the party's solicitor, unless in either case it is not received;
 - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
 - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay
 - 20.7.1 if the *party* does the thing personally the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party*'s obligations under this contract.
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the property or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 3) are, to the extent of each party's knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

Definitions and modifications

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

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 'owners corporation' means the owners corporation or the association for the scheme or any higher 23.2.7 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.
- Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to properly 23.3
- Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis 23.4

Adjustments and liability for expenses

- 23.5 The parties must adjust under clause 14.1 –
 - 23.5.1 a regular periodic contribution;
 - a contribution which is not a regular periodic contribution but is disclosed in this contract; and 23.5.2
 - on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners 23.5.3 corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
 - 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
 - the purchaser is liable for all contributions determined after the contract date. 23.6.2
- The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for 23.7 which the vendor is liable under clause 23.6.1.
- Normally, the purchaser cannot make a claim or requisition or rescind or terminate in respect of -23.8
 - an existing or future actual, contingent or expected expense of the owners corporation; 23.8.1
 - a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under 23.8.2 clause 6; or
 - a past or future change in the scheme or a higher scheme. 23.8.3
- However, the purchaser can rescind if -23.9
 - the special expenses of the owners corporation at the later of the contract date and the creation of 23.9.1 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;
 - in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit 23.9.2 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;
 - a change before the contract date or before completion in the scheme or a higher scheme 23.9.3 materially prejudices the purchaser and is not disclosed in this contract; or
 - 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

Notices, certificates and inspections

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.11
- Each party can sign and give the notice as agent for the other. 23.12
- The vendor must serve an information certificate issued after the contract date in relation to the lot, the 23.13 scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- The vendor authorises the purchaser to apply for the purchaser's own certificate. 23.15
- The vendor authorises the purchaser to apply for and make an inspection of any record or other document in 23.16 the custod or control of the owners corporation or relating to the scheme or any higher scheme.

Meetings of the owners corporation

- If a general meeting of the owners corporation is convened before completion -23.17
 - 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 tenan inspected and audited and to have any other document relating to the tenancy inspected;
 - 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
 - 24.3.3 normally, the purchaser can claim compensation (before or after completion) if
 - a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994
- 24.4 If the *property* is subject to a tenancy on completion –
 - 24.4.1 the vendor must allow or transfer
 - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose;
 - 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;
 - if the security is not transferable, each party must do everything reasonable to cause a replacement 24.4.2 security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
 - 24.4.3 the vendor must give to the purchaser
 - a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
 - 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be
 - complied with by completion; and the purchaser must comply with any obligation to the tenant under the lease, to the extent that the 24.4.5 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.
- 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 25.3 the purchaser before the contract date, the abstract or part is served on the contract date.
- An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or 25.4 codicil) in date order, if the list in respect of each document
 - shows its date, general nature, names of parties and any registration number; and 25.4.1
 - has attached a legible photocopy of it or of an official or registration copy of it. 25.4.2
- 25.5
- An abstract of title 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 normally, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title -
 - 25.6.1 In this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to serve the form of transfer until after the vendor has served a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title -

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land):
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the parties must adjust any interest under clause 14.1.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
- 27.3 The vendor must apply for consent within 7 days after service of the purchaser's part.
- 27.4 If consent is refused, either party can rescind.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused -
 - 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 - 27.6.2 within 30 days after the application is made, either party can rescind.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is -
 - 27.7.1 under a planning agreement; or
 - 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered within that time and in that manner
 - 28.3.1 the purchaser can rescind; and
 - 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either party can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A party can rescind under this clause only if the party has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* serves notice of the condition.
- 29.7 If the parties can lawfully complete without the event happening
 - 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
 - 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of
 - either party serving notice of the event happening;
 - every party who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the parties cannot lawfully complete without the event happening
 - 29.8.1 if the event does not happen within the time for it to happen, either party can rescind;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A party cannot rescind under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This Conveyancing Transaction is to be conducted as an electronic transaction if
 - 30.1.1 this contract says that it is an *electronic transaction*;
 - 30.1.2 the parties otherwise agree that it is to be conducted as an electronic transaction; or
 - 30.1.3 the conveyancing rules require it to be conducted as an electronic transaction
- 30.2 However, this Conveyancing Transaction is not to be conducted as an electronic transaction
 - 30.2.1 if the land is not electronically tradeable or the transfer is not eligible to be lodged electronically; or
 - 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction*
 - 30.3.1 each party must -
 - bear equally any disbursements or fees; and
 - otherwise bear that party's own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and

- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this Conveyancing Transaction is to be conducted as an electronic transaction -
 - 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
 - 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
 - 30.4.3 the parties must conduct the electronic transaction
 - in accordance with the participation rules and the ECNL; and
 - using the nominated ELN, unless the parties otherwise agree;
 - 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
 - 30.4.5 any communication from one party to another party in the Electronic Workspace made
 - after the effective date; and
 - before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and

- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 Normally, the vendor must within 7 days of the effective date
 - 30.5.1 create an *Electronic Workspace*;
 - 30.5.2 populate the Electronic Workspace with title data, the date for completion and, if applicable, mortgagee details; and
 - 30.5.3 invite the purchaser and any discharging mortgagee to the Electronic Workspace.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must
 - 30.6.1 populate the Electronic Workspace with title data;
 - 30.6.2 create and populate an electronic transfer;
 - 30.6.3 populate the Electronic Workspace with the date for completion and a nominated completion time; and
 - 30.6.4 invite the vendor and any incoming mortgagee to join the Electronic Workspace.
- 30.7 Normally, within 7 days of receiving an invitation from the vendor to join the Electronic Workspace, the purchaser must
 - 30.7.1 join the *Electronic Workspace*;
 - 30.7.2 create and *populate* an *electronic transfer*;
 - 30.7.3 invite any incoming mortgagee to join the Electronic Workspace; and
 - 30.7.4 populate the Electronic Workspace with a nominated completion time.

- 30.8 If the purchaser has created the Electronic Workspace the vendor must within 7 days of being invited to the Electronic Workspace -
 - 30.8.1 join the Electronic Workspace;
 - 30.8.2 populate the Electronic Workspace with mortgagee details, if applicable; and
 - 30.8.3 invite any discharging mortgagee to join the Electronic Workspace.
- 30.9 To complete the financial settlement schedule in the Electronic Workspace –
 - 30.9.1 the purchaser must provide the vendor with adjustment figures at least 2 business days before the date for completion;
 - 30.9.2 the vendor must confirm the adjustment figures at least 1 business day before the date for completion; and
 - if the purchaser must make a GSTRW payment or an FRCGW remittance, the purchaser must 30.9.3 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.
- Before completion, the parties must ensure that -30.10
 - 30.10.1 all electronic documents which a party must Digitally Sign to complete the electronic transaction are populated and Digitally Signed;
 - 30.10.2 all certifications required by the ECNL are properly given; and
 - 30.10.3 they do everything else in the Electronic Workspace which that party must do to enable the electronic transaction to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
 - 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single settlement cheque;
 - 30.11.2 the completion address in clause 16.11 is the Electronic Workspace; and
 - clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply. 30.11.3
- If the computer systems of any of the Land Registry, the ELNO or the Reserve Bank of Australia are 30.12 inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the Land Registry are inoperative for any reason at the completion time agreed by the parties, and the parties choose that financial settlement is to occur despite this, then on financial settlement occurring
 - all electronic documents Digitally Signed by the vendor, the certificate of title and any discharge of 30.13.1 mortgage, withdrawal of caveat or other electronic document forming part of the Lodgment Case for the electronic transaction shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the certificate of title; and
 - the vendor shall be taken to have no legal or equitable interest in the property. 30.13.2
- A party who holds a certificate of title must act in accordance with any Prescribed Requirement in relation to the certificate of title but if there is no Prescribed Requirement, the vendor must serve the certificate of title after completion.
- If the parties do not agree about the delivery before completion of one or more documents or things that 30.15 cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things holds them on completion in escrow for the benefit of; and
 - must immediately after completion deliver the documents or things to, or as directed by; 30.15.2 the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean -

adjustment figures details of the adjustments to be made to the price under clause 14; certificate of title the paper duplicate of the folio of the register for the land which exists

> immediately prior to completion and, if more than one, refers to each such paper duplicate;

completion time

the time of day on the date for completion when the electronic transaction is to be settled:

conveyancing rules discharging mortgagee the rules made under s12E of the Real Property Act 1900;

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;

ECNL effective a the Electronic Conveyancing National Law (NSW);

the date on which the Conveyancing Transaction is agreed to be an electronic transaction under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract

electronic document

a dealing as defined in the Real Property Act 1900 which may be created and Digitally Signed in an Electronic Workspace;

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;

a Conveyancing Transaction to be conducted for the parties by their legal electronic transaction

representatives as Subscribers using an ELN and in accordance with the ECNL

and the participation rules;

a land title that is Electronically Tradeable as that term is defined in the electronically tradeable

conveyancing rules;

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; the details which a party to the electronic transaction must provide about any

discharging mortgagee of the property as at completion;

the participation rules as determined by the ECNL;

participation rules populate to complete data fields in the Electronic Workspace; and

title data the details of the title to the property made available to the Electronic V ŏrkspace

by the Land Registry.

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if -

mortgagee details

- the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the TA Act; 31.1.1
- a clearance certificate in respect of every vendor is not attached to this contract. 31.1.2

31.2 The purchaser must -

- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- produce on completion a settlement cheque for the FRCGW remittance payable to the Deputy 31.2.2 Commissioner of Taxation;
- forward the settlement cheque to the payee immediately after completion; and 31.2.3
- serve evidence of receipt of payment of the FRCGW remittance. 31.2.4
- The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2. 31.3
- If the vendor serves any clearance certificate or variation, the purchaser does not have to complete earlier 31.4 than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a clearance certificate or a variation to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the 32.1 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.
- If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the 32.3 Conveyancing (Sale of Land) Regulation 2017 -
 - 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
 - the claim for compensation is not a claim under this contract. 32.3.2
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.





Peet Jumping Creek Pty Ltd

Stage 1 - Jumping Creek

Special Conditions

Ref AJB:TN1074476- Jumping Creek - Stage 1 (DA Approved) (2019 Edition)

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Table of Contents

33.	Definitions, interpretation and general	3
34.	Variations to the printed clauses of this contract	8
35.	Disclosure Statement	10
36.	Completion	10
37.	Completion subject to satisfaction of Conditions Precedent	10
38.	Vendor's Development Application	11
39.	Late completion	12
40.	Disclosures	13
41.	Change of Documents	15
42.	Notations on certificates of title	16
43.	Restricted Matters	16
44.	Acknowledgements by the purchaser	17
45.	Death, incapacity or insolvency	17
46.	Agent	18
47.	Lodgement of caveat	19
48.	Existing encumbrances	19
49.	Requisitions	19
50.	Council rates	19
51.	Prohibited Entity	20
52.	GST	20
53.	Guarantee	20
54.	Bank guarantee	22

55.	Trustee provisions	23
56.	FIRB Approval	24
57.	Transfer of Property from vendor to New Vendor	24
58.	Purchaser's Obligation	25
59.	Broadband	25
60.	Fencing	26
61.	Property affected by fill	26
62.	Bushfire Construction Requirements	26
63.	Planning Agreement	26
64.	Noise Mitigation	27
65.	Personal Information	27
66.	GST Withholding	28
67.	Electronic Signing, Exchange and Completion	30
68.	Foreign Resident Capital Gains Withholding	32
69.	Deposit by Instalments	35
Sche	dule 1 Registration Sunset Date (clause 37)	36
Sche	dule 2 Notations on Certificates of Title (clause 42)	37
Sche	dule 3 Subdivision Plan and Draft Instrument	38
Sche	dule 4 Grading and Fill Plan	39

33. Definitions, interpretation and general

33.1 **Definitions**

In this contract these terms (in any form) have the following meaning:

Authority

means any government, semi-government, statutory, public or other Consent Authority.

Bank Guarantee

means an unconditional, irrevocable, on demand bank guarantee issued by an Australian trading bank that does not contain an expiry date delivered by the purchaser to the vendor in a form acceptable to the vendor according to clause 54.

Conditions Precedent

means:

- (a) registration of the Documents; and
- (b) if not previously served by the vendor, notification of Material Change to Disclosure Statement.

Conditions Precedent Notice

means written notice from the vendor stating that the Conditions Precedent has been satisfied together with:

- (a) copies of the registered Documents; and
- (b) if clause (b) applies in the definition of Conditions Precedent, notification of a Material Change to the Disclosure Statement.

Consent Authority

means the relevant authority, JRPP, Council or court having jurisdiction over the Development Site and/or the property.

Council

Queanbeyan-Palerang Regional Council or its successor.

Development Activities

means any work intended to be carried out by the vendor to complete any development in the Development Site including:

- (a) any form of work on the Land required by the Development Consent;
- (b) any form of work on the Development Site including,

without limitation, the installation of Services;

- (c) the staging of plan registration;
- (d) the addition, amendment or deletion of lots, recreation areas, or any other area;
- (e) the registration of the Plan of Subdivision;
- (f) the use and/or operation of any part of the Development or a lot within the Development Site or Plan;
- (g) any other such approvals required by the vendor or its assignee for carrying out the Development;
- (h) the dedication of land;
- (i) any form of work other than the forms of work referred to in paragraph (a) and (b) of this definition which is considered necessary or desirable by the vendor; and

the subdivision of land forming part of the Land or the Development Site.

Development Approval

means the development approval DA 109-2019 for the development of the Development Site as amended or substituted from time to time.

Development Site

means the land comprising Lot 1 in Deposited Plan 1249543.

Disclosure Statement

means a disclosure statement in accordance with the Act.

Documents

means the following:

- (a) Subdivision Plan; and
- (b) Draft Instrument.

Display Suite

means any lot or area used by the vendor or any other person authorised by the vendor as a display suite from time to time at the vendor's absolute discretion.

Draft Instrument

means the draft instrument setting out the terms of easements and restrictions on the use of land intended to be created under section 88B of the Conveyancing Act 1919 (NSW) on registration of the Subdivision Plan a copy of which is attached at Schedule 3.

Foreign Person

has the same meaning given in the *Foreign Acquisitions and Takeover Act 1975* (Cth).

Grading and Fill Plan

means the plan attached at Schedule 4.

Interest Rate

means ten (10%) per annum.

JRPP

means Joint Regional Planning Panel.

Material Change

means a change to the Disclosure Statement is such a change that the purchaser:

- (a) would not have entered into the contract had the purchaser been aware of the change in the Disclosure Statement; and
- (b) would be materially prejudiced to the change in the Disclosure Statement

but the purchaser acknowledges and agrees that a Material Change does not mean any of the matters specified in subclauses (c) to (d) of the definition arising from:

- (c) a reduction in the area of the Property as shown on the Subdivision Plan by 5% or less when compared to the area of the Property in the Subdivision Plan; and
- (d) a change in the proposed lot number of the Property.

Planning Agreement

means a planning agreement pursuant to the Environmental Planning and Assessment Act 1979.

Prohibited Entity

means any person or entity which:

- (a) is a "terrorist organisation" as defined in part 5.3 of the Criminal Code Act 1995 (Cth);
- (b) has a connection with any country or named individual or entity which is subject to international sanctions or is associated with terrorism, including any person or entity listed by the Minister for Foreign Affairs in the Government Gazette under part 4 of the Charter of the United Nations Act 1945 (Cth) as at the date of this contract (a consolidated list is available from the website of the Australian Department of Foreign Affairs and Trade); or
- (c) is on any other list of terrorists or terrorist organisations maintained by the Australian Department of Foreign

Affairs and Trade or under any law.

Registration

means registration at Land and Property Information NSW by the Registrar General.

Registration Sunset Date

is the date specified in Schedule 1.

Related Body Corporate

has the meaning it has in the Corporations Act 2001 (Cth).

Restricted Matters:

means:

- (a) the exercise of any of the vendor's rights;
- (b) the carrying out of any of the vendor's obligations;
- (c) anything required to effect the Registration of the plans and documents referred to in clause 37.1, or other matter;
- (d) staged development of the Development Site;
- (e) any development application or modification application to any Authority and any subsequent agreement or appeal;
- (f) the provision of services including water, sewerage, drainage, electricity and telecommunications and any contract arrangement with a service provider;
- (g) the subject matter of any intention of the vendor under or as disclosed or referred to in this contract; and
- (h) any other matter or thing required by the vendor to give effect to this contract disclosed or referred to in this contract;
- (i) the subdivision, sale or addition to the Development Site;
- (j) creation of additional lots in the Development Site;
- (k) adjusting the boundaries of the Development Site;
- (I) granting or accepting any easement, restriction on use or positive covenant; and
- (m) the doing of any thing or the giving effect to a requirement of or the satisfaction of a condition imposed by an Authority or Council.

Subdivision Plan means the draft subdivision plan of the Development Site a copy

Selling and Leasing Activities

comprises any activity connected with or relating to the marketing, selling or leasing of any part of the Development Site and includes:

- (a) the placement and maintenance on the Development Site (but not the property sold pursuant to this contract) of:
 - (i) signs, advertisements, boards, writing, plates, signals, illuminations, banners and insignia;
 - (ii) stalls or associated facilities for the use of salespersons;
 - (iii) any event held on the Development Site (but not the property sold pursuant to this contract), and
- (b) the operation of a Display Suite,

in connection with the selling and leasing of parts of the Development Site.

Services

means water, sewerage, electricity, telephone available for connection to the property.

33.2 Interpretation

In this contract unless the contrary intention appears a reference to:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes all other genders;
- (c) a person includes a corporation, partnership, joint venture, association, authority or trust;
- (d) a person includes the person's executors, administrators, successors and substitutes (including, persons taking by novation and assigns); and
- (e) despite clause 1 of this contract the terms defined in clause 1 and clause 33 are defined terms whether or not those terms are in italics.

33.3 General

- (a) A reference to an Act includes any by law, ordinance regulation or rule made under that Act.
- (b) If the whole or any part of a provision of this contract is invalid or unenforceable, the validity or enforceability of the remaining clauses is not affected.

- (c) If there is a conflict between these additional provisions and the printed clauses of this contract, these additional provisions prevail.
- (d) Headings are inserted for convenience of reference only and must be ignored in the interpretation of this contract.
- (e) The word 'includes' in any form is not a word of limitation.
- (f) Rights under this contract which can apply after completion continue to apply after completion.
- (g) The vendor does not promise, represent or state that any documents attached to this contract are accurate or current.
- (h) For the purpose of clause 20.6.5:
 - (i) a document is taken to have been received on the date shown or recorded on the sending party's fax transmission report; and
 - (ii) clause 33.3(h)(i) does not apply if the sending party's fax transmission report indicates a faulty or incomplete transmission.
- (i) If the purchaser has a right to rescind this contract for any reason, the vendor may serve a notice requiring the purchaser to either rescind or affirm this contract within any relevant rescission period specified in this contract. If the purchaser does not either rescind or affirm this contract within the relevant rescission period, then the vendor may rescind this contract.

34. Variations to the printed clauses of this contract

The printed clauses are varied by:

(a) deleting the definition of 'depositholder' in clause 1 and replacing that definition with the following:

'depositholder vendor's solicitor';

- (b) clause 2.4 is amended by inserting after the word 'cash (up to \$2,000.00)' the words ',electronic transfer to the depositholder's trust account';
- (c) substituting 'The parties agree that the deposit is to be invested and' in place of 'If each party tells the depositholder that the deposit is to be invested,' in clause 2.9;
- (d) inserting after 'call' in clause 2.9 'or on a term deposit or deposits maturing on or before completion as selected by the vendor';
- (e) adding the following words at the end of clause 2.9:

'the party who is entitled to the interest authorises the depositholder to retain from the amount of interest, the sum of \$165.00 (inclusive of GST) in payment to the depositholder for attendances associated with the investment of the deposit. The retention amount is to be released to the depositholder for its absolute benefit

after (and not before) completion, and the payment is conditional upon completion taking place';

- (f) by deleting clause 3;
- (g) by deleting clause 4.1 and inserting the following provision:

If applicable, the purchaser must serve the form of the transfer within 7 days after the day on which the vendor serves notice of the registration of the Documents.

- (h) by deleting clause 5.1;
- (i) by deleting clause 5.2.1 and inserting the following provision:

If it arises out of this contract or is a general question about the property or title – within 10 days after the day on which the vendor serves notice of registration of the Documents.

(j) by deleting clause 5.2.2 and inserting the following provision:

If it arises out of anything served by the vendor on the purchaserwithin 10 days after the day on which the vendor serves notice of registration of the Documents.

- (k) deleting clauses 7.1.1;
- (I) by deleting clause 8.1 and inserting the following provision:

The vendor can rescind if:

- 8.1 the vendor is unable or unwilling to comply with an objection, requisition or claim;
- 8.2 the vendor serves notice of intention to rescind, which specifies the objection, requisition or claim; and
- 8.3 the purchaser does not serve a notice waiving the objection, requisition or claim within 10 business days after that service.;
- (m) substituting 'existence' in place of 'substance' in clauses 10.1.8 and 10.1.9;
- (n) clause 13.7.2 is amended by inserting after the word 'completion' the words 'or within 10 business days of a liability arising under this clause 13.7, if it arises after completion';
- (o) clause 18 is amended by adding the following provision:
 - 18.8 The purchaser cannot make a requisition or claim after entering into possession; and; and
- (p) inserting after 'party' in clause 20.4 'or guarantor';
- (q) clause 20.6.6 is amended by deleting " and" at the end of this clause.
- (r) clause 20.6.7 is amended by deleting "." and inserting instead ";"

(s) a new clause 20.6.8 is inserted as follows:

"20.6.8 served on the purchaser if it is sent electronically by email to the email address of the purchaser's solicitor; and";

(t) a new clause 20.6.9 is inserted as follows:

"20.6.9 for the purposes of clause 20.6.5 a fax is deemed to be served on a party if the sender's fax machine issues a receipt confirming that all pages have been successfully transmitted";

(a) the following new clause 20.6.10 is inserted:

"20.6.11 served on the purchaser if a drop box link is provided by email or fax to the purchaser's solicitor"; and

(u) clauses 22 to 31 inclusive are deleted.

35. Disclosure Statement

35.1 Disclosure Statement attached to contract

The Vendor discloses and the Purchaser acknowledges that the Disclosure Statement was provided to the Purchaser by the Vendor in accordance with the Act.

35.2 No objection

The Purchaser acknowledges and agrees that the Purchaser has read and understood the Disclosure Statement and the Purchaser must not make any objection to the Disclosure Statement.

36. Completion

- 36.1 The completion date of this contract is the later of:
 - (a) twenty-one (21) days from the contract date; and
 - (b) twenty-one (21) days after the day on which the Vendor serves the Conditions Precedent Notice.

37. Completion subject to satisfaction of Conditions Precedent

37.1 Completion conditional

- (a) Completion is subject to and conditional on the satisfaction of Conditions Precedent.
- (b) If the Conditions Precedent are not satisfied on or before the Registration Sunset Date then subject to section 66ZL of the Act, either the Vendor or the

Purchaser may rescind this contract by written notice to the other provided that no such right of rescission shall be exercisable by the Purchaser if the Purchaser does not exercise the right within 14 days from the date of the Conditions Precedent Notice. The Vendor must use all reasonable endeavours to have the Documents registered on or before the Registration Sunset Date.

- (c) The Vendor must use all reasonable endeavours to satisfy the Conditions Precedent on or before the Registration Sunset Date.
- (d) The Vendor is not in breach of this contract if registration of the Documents has not occurred by the Registration Sunset Date.

37.2 Registration of documents

The vendor must use all reasonable endeavours to satisfy the Conditions Precedent on or before the Registration Sunset Date.

37.3 Extension of Registration Sunset Date by notice

The vendor can serve notice extending the Registration Sunset Date if Registration of the Documents is delayed in whole or in part because of any cause, matter or thing beyond the control of the vendor.

37.4 Late Registration of documents

Subject to clause 37.3, if the Documents have not been registered by the Registration Sunset Date either the purchaser or the vendor can rescind by notice to the other.

38. Vendor's Development Application

38.1 The vendor discloses:

- (a) the vendor has obtained the Development Approval as at the date of this contract;
- (b) notwithstanding clause 38.1(a), the vendor may make several development applications to Council in respect of the Development Site (**Development Application**);
- (c) notwithstanding clause 38.1(a), the vendor may amend any Development Application; and
- (d) notwithstanding clause 38.1(a), the vendor may make an application or applications to amend any Development Approval it receives.
- 38.2 The purchaser cannot make any claim or requisition or rescind or terminate because of any matter stated in this clause 38.

39.1 Notice to complete

For the purpose of clause 15:

- (a) 3.00 pm on the day being not less than fourteen (14) days after the date of service of a notice to complete is a reasonable period to allow for completion; and
- (b) without affecting any other right, a party who has issued a notice to complete under this contract can, at any time before the expiration of the notice, revoke the notice by serving a notice of revocation.

39.2 Interest if completion does not take place

If the vendor is ready, willing and able to complete in accordance with clause 15 but the purchaser is not:

- (a) the purchaser must pay interest on the unpaid balance of the price at the Interest Rate per annum calculated daily from and including the completion date to but excluding the actual day of completion;
- (b) it is an essential term of this contract that the interest must be paid on and as a condition of completion;
- interest payable under this clause is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete in accordance with this contract; and
- (d) the right to interest does not limit any other rights the vendor may have as a result of the purchaser's failure to complete in accordance with this contract.

The purchaser need not pay interest under this clause 39.2 for any period during which completion has been delayed by the vendor.

39.3 Consequences of termination for purchaser's default

- (a) The vendor discloses to the purchaser and the purchaser acknowledges that:
 - (i) the vendor is obtaining debt finance to assist the vendor in carrying out the development of the Development Site;
 - (ii) until the debt finance is repaid, if the purchaser does not comply with this contract and the vendor exercises its rights under clause 9 to terminate this contract, the vendor will suffer additional interest and financing costs for the period from the date of termination of the contract until the date that the property is resold (the Vendor's Additional Finance Costs).
- (b) The purchaser agrees that in addition to the vendor's remedies under clause 9, following termination of the contract the vendor is entitled to recover from the

purchaser the Vendor's Additional Finance Costs for the period from the date of termination of the contract until the earlier of the date that:

- (i) the property is resold, whether or not the resale takes place within twelve (12) months after the termination; and
- (ii) the date that the debt finance in respect of the development of the Development Site is repaid, with the vendor acknowledging that the vendor is not entitled to recover loss of return on equity under clause 9.
- (c) The purchaser agrees that the vendor is entitled to recover the amount of \$400.00 (plus GST) in the event that it serves a notice to complete upon the purchaser in accordance with this contract.

40 Disclosures

40.1 **Development of the Development Site**

Subject to the Act, the vendor discloses:

- (a) The Development Activities may:
 - cause significant noise, dust, vibration and disturbance to the occupiers
 of the lots in the Development Site within the lawful requirements of any
 relevant Authority or Council and during any hours permitted by any
 relevant Authority or Council;
 - (ii) cause temporary obstruction or interference with Services to the Development Site;
 - (iii) result in access to the Development Site or property being temporarily diverted during the course of the Development Activities on the Development Site; and
 - (iv) construction traffic in and around the Development Site but the vendor must use reasonable endeavours to minimise inconvenience to the purchaser.
- (b) Parts of the Development Site, either before or after the vendor has carried out Development Activities on them, may be consolidated, subdivided or left as they are or sold by the vendor at the vendor's absolute discretion and may be used for any permissible purpose under the relevant planning legislation.
- (c) Timing for commencement and completion of each stage of the development of the Development Site will be determined by the vendor in the vendor's absolute discretion.
- (d) The current intention of the vendor (which the vendor may change in its absolute discretion) is to develop the Development Site by the sale and/or development of the lots within the Development Site.
- (e) The purchaser must not make any objection or commence any action or enforce any judgment or order against the vendor or other party carrying out the

Development Activities on the Development Site unless the Development Activities are not being carried out in accordance with the relevant Consent Authority approvals or lawful requirements.

40.2 Staged Development

The vendor discloses that the vendor may carry out Development Activities on the Development Site in stages and that as a consequence the description of the lots allocated to each property may change prior to the Completion Date.

40.3 Use of roads

- (a) Roads in and around the Development Site may be closed or gated and access restricted whilst the vendor undertakes Development Activities on and around the Development Site.
- (b) Use of the roads will be shared with construction traffic whilst the vendor undertakes Development Activities on and around the Development Site.

40.4 Selling and Leasing Activities

Until the vendor completes the sale of all lots in the Development Site, the vendor and persons authorised by the vendor are entitled to and will conduct Selling and Leasing activities.

40.5 Further affectations

Some or all of the easements, covenants, restrictive covenants, leases and instruments anticipated to be created:

- (a) on Registration of the Documents may be created before or after the date of Registration of the Documents by another plan; and
- (b) under this contract may be created by Registration of a deposited plan.

The provisions of clause 41 apply to that plan or deposited plan with all necessary changes.

40.6 Disclosure regarding sewer

The vendor discloses that the position of Queanbeyan-Palerang Regional Council's sewer on the land at the time of completion may not be as shown in the sewerage service diagrams which are attached to this contract.

40.7 Service Providers

The vendor discloses that:

(a) arrangements with service providers for the provision of Services to the Development Site may not have been concluded as at the contract date;

- the vendor intends to enter into arrangements with service providers including, but not limited to easements, restrictions on use, positive covenants, leases, bonds, guarantees or security deposits;
- (c) the vendor may be required to enter into arrangements with service providers for the provision of Services to the Development Site or assume obligations under agreements in relation to those arrangements (between the vendor and service providers); and
- (d) it may be necessary to make changes to the Draft Instruments to meet the requirements of any Consent Authority, service providers or authorities.

40.8 Address of property

The vendor discloses that:

- (a) the address of the property at completion may be different from the address of the property shown in this contract; and
- (b) the lot number may not be identical to the lot number for the property shown in this contract.

40.9 No claims etc

The purchaser cannot make any claim or requisition or rescind or terminate because of any matter stated in this clause 40.

41. Change of Documents

- 41.1 The vendor intends to have the Documents registered before Completion.
- 41.2 At any time before the vendor serves the Conditions Precedent Notice(s), the vendor may:
 - (a) change the Disclosure Statement;
 - (b) remove a document or plan from registration (**Unnecessary Document**);
 - replace a document or plan (Replaced Document) with another document or plan (Replacement Document); or
 - (d) add a document or plan which relates to a matter in this contract, including, but not limited to any documents in relation to the Strata Plan (**New Document**).
- 41.3 If the vendor serves a notice in accordance with clause 41.2, the purchaser may rescind this contract in accordance with section 66ZQ of the Act.
- 41.4 If a notice of rescission is not served by the purchaser in accordance with section 66ZQ of the Act, the change to the Documents or the Disclosure Statement is taken to be amended to in accordance with clause 41.2.

41.5 Subject to the Act, if there is any disagreement in connection with clause 41, either the vendor or the purchaser may within 10 business days after Completion refer the disagreement to an Expert.

42. Notations on certificates of title

The purchaser is aware that:

- (a) the notations in or to the effect of those in Schedule 2 may be endorsed on the certificate of title issued or to be issued in respect of the property;
- (b) the purchaser cannot make a claim or requisition or rescind or terminate in respect of the existence of:
 - (i) the notations in or to the effect of those in Schedule 2; or
 - (ii) any matter disclosed or noted in this contract which may be noted on those certificates of title.

43. Restricted Matters

43.1 The vendor may decide any Restricted Matters and agrees that it will not exercise its rights in relation to any Restricted Matters which unreasonably adversely affects the purchaser.

43.2 The purchaser must:

- (a) consent to any plan or dealing which is required to give effect to the Restricted Matters:
- (b) not lodge an application with an adjudicator or commence proceedings in any court of competent jurisdiction or institute any dispute resolution procedure which would prevent, curtail or inhibit the Restricted Matters;
- (c) not request or procure any person including any enrolled mortgagee to lodge an application with an adjudicator or commence proceedings in any court of competent jurisdiction which would prevent, curtail or inhibit the Restricted Matters;
- (d) procure any transferee of the property from the purchaser to acknowledge the matters disclosed in this contract including this clause and to enter into an agreement with the vendor in the form of this clause before the transfer takes effect;
- (e) use all reasonable endeavours to ensure any enrolled mortgagee of the property complies with this clause 43; and
- (f) to do all things reasonably required by the vendor to give effect to the restricted matters,
- 43.3 The purchaser consents to:

- (a) the vendor doing anything it is permitted or required to do under this contract;
- (b) the vendor obtaining any order from an adjudicator or a court, in connection with a restricted matter; and
- (c) the vendor giving any notice for an application for an order referred to in clause 43.3(b) to the purchaser's solicitor named in this contract.
- The purchaser for valuable consideration irrevocably appoints the vendor, and each person nominated by the vendor, as the purchaser's attorney to provide any consent under clause 43.3.

This clause ceases to apply five years after the date of Registration of the Documents.

44. Acknowledgements by the purchaser

- This contract contains the entire agreement between the purchaser and the vendor at the contract date despite any:
 - (a) negotiations or discussions held; or
 - (b) documents or brochures produced or signed; or
 - (c) website images made available before the contract date.
- The purchaser has not, in entering into this contract, relied on any warranty or representation made by or any other conduct of:
 - (a) the vendor or
 - (b) any person on behalf of the vendor,

except those expressly provided in this contract or in legislation.

- 44.3 The purchaser is relying entirely upon the purchaser's own enquiries relating to:
 - (a) the fitness or suitability for any particular purpose of the property;
 - (b) the purchaser's obligations and rights under this contract; and
 - (c) any financial return, income and investment advice despite:
 - (i) any forecasts or feasibilities; and
 - (ii) information relating directly or indirectly to the purchase of the property by the purchaser as an investment on any basis whatsoever,

provided to the purchaser by or on behalf of the vendor.

45. Death, incapacity or insolvency

45.1 The vendor may rescind this contract, if the purchaser is an individual who:

- (a) dies; or
- (b) becomes incapable because of unsoundness of mind, to manage the purchaser's own affairs.
- 45.2 The vendor may terminate this contract if the purchaser:
 - (a) is an individual who:
 - (i) is bankrupt;
 - (ii) has a receiver, receiver and manager or administrator appointed to it or to any of its assets;
 - (iii) makes an assignment for the benefit of, or enters into an arrangement or composition with, its creditors; or
 - (iv) stops payment of, or is unable to pay, its debts within the meaning of the *Corporations Act 2001* (Cth); or
 - (b) is a company, which:
 - (i) resolves to go into liquidation;
 - (ii) has a petition for its winding-up presented and not withdrawn within 30 days of presentation;
 - (iii) enters into a scheme of arrangement with its creditors under the *Corporations Act 2001* (Cth) or similar legislation; or
 - (iv) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed.
- 45.3 If anything in clause 45.2 occurs, then the purchaser has failed to comply with an essential provision of this contract.
- The vendor may rescind or terminate this contract under this clause 45, without affecting any of its other rights.

46. Agent

- The purchaser warrants that the purchaser was not introduced to the vendor or to the property by or through the medium of:
 - (a) a real estate agent; or
 - (b) an employee of a real estate agent; or
 - (c) a person having a connection with a real estate agent;

other than the vendor's agent (if any).

46.2 The purchaser must at all times indemnify the vendor from and against:

- (a) any claim for commission made by any person other than the vendor's agent arising out of a breach of the warranty in clause 46.1; and
- (b) all actions, proceedings and expenses arising out of any such claim.

47. Lodgement of caveat

- The purchaser or an assignee of the purchaser (or a person claiming through the purchaser or an assignee) must not at any time before Registration of the Documents lodge a caveat for notation on any certificate of title comprising any part of the land.
- 47.2 The purchaser for valuable consideration irrevocably appoints the vendor, and each person nominated by the vendor, as the purchaser's attorney to withdraw any caveat lodged on any certificate of title comprising any part of the land in the Development Site in contravention of this clause.

48. Existing encumbrances

- 48.1 If at completion there is noted on any certificate of title for the property a mortgage or caveat (other than a caveat to which clause 48.2 applies) the purchaser must on completion accept a discharge of that mortgage or a withdrawal of that caveat in registrable form so far as it relates to the property.
- 48.2 If at completion there is noted on any certificate of title for the property a caveat lodged by or on behalf of:
 - (a) the purchaser;
 - (b) any assignee of the purchaser's interest under this contract; or
 - (c) any person claiming through or under the purchaser,

the purchaser must complete despite the notation of that caveat.

49. Requisitions

The purchaser acknowledges and agrees that the purchaser are not permitted to make or otherwise raise requisitions.

50. Council rates

If at completion no separate assessment for council rates for the property or for the parcel for the year current at completion has been issued then:

(a) no regard is to be had to the actual assessment when it issues;

- (b) the purchaser agrees to accept \$2,800.00 per annum as the amount payable for council rates for the property for the year current at completion which amount must be adjusted (on the basis that it is paid) on completion in accordance with clause 14; and
- (c) the vendor must pay any assessment of council rates which may be issued for the property or the parcel for the year current at completion when such assessment is issued.

51. Prohibited Entity

- 51.1 Each of the purchaser and the guarantor represents and warrants to the vendor that:
 - (a) it is not a Prohibited Entity;
 - (b) it is not owned or controlled by, and does not act on behalf of, a Prohibited Entity;
 - (c) no person who has any direct or indirect interest in the purchaser, including stockholders, members, partners and other investors, is a Prohibited Entity;
 - (d) no Prohibited Entity obtains a legal or equitable interest in the property because the purchaser enters into or completes this contract; and
 - (e) it is in material compliance with all laws relating to Prohibited Entities including Part 4 of the *Charter of the United Nations Act 1945 (Cth)* and part 5.3 of the *Criminal Code Act 1995 (Cth)*.
- 51.2 The representations and warranties in this clause 51 are taken also to be made on completion.

52. GST

- 52.1 In this clause 52:
 - (a) GST Law has the meaning given to that expression in the *A New Tax System* (Goods and Services Tax) Act 1999; and
 - (b) expressions which are not defined, but which have a defined meaning in GST Law, have the same meaning.
- 52.2 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this contract are inclusive of GST.

53. Guarantee

In consideration of the vendor entering into this contract at the request of the guarantor, the guarantor:

- (a) guarantees to the vendor:
 - (i) payment of all moneys payable by the purchaser; and
 - (ii) the performance by the purchaser of all other obligations under this contract; and
- (b) indemnifies the vendor against any liability, loss, damage, expense or claim incurred by the vendor arising directly or indirectly from any breach of this contract by the purchaser.
- 53.2 This guarantee and indemnity is a principal obligation of the guarantor and is not collateral to any other obligation.
- 53.3 The liabilities of a guarantor are not affected by:
 - (a) the granting to the purchaser or to any other person of any time, waiver, indulgence, consideration or concession or the discharge or release of the purchaser;
 - (b) the death, bankruptcy or liquidation of the purchaser, the guarantor or any one of them;
 - (c) reason of the vendor becoming a party to or bound by any compromise, assignment of property or scheme of arrangement or composition of debts or scheme or reconstruction by or relating to the purchaser, the guarantor or any other person;
 - (d) the vendor exercising or refraining from exercising any of the rights, powers or remedies conferred on the vendor by law or by any contract or arrangement with the purchaser, the guarantor or any other person or any guarantee, bond, covenant, mortgage or other security; or
 - (e) the vendor obtaining a judgment against the purchaser, the guarantor or any other person for the payment of the moneys payable under this contract.
- 53.4 This guarantee and indemnity will continue notwithstanding:
 - (a) the vendor has exercised any of the vendor's rights under this contract including any right of termination;
 - (b) the purchaser is wound up; or
 - (c) this guarantee and indemnity is for any reason unenforceable either in whole or in part.
- 53.5 This guarantee and indemnity:
 - (a) is of a continuing nature and will remain in effect until final discharge of the guarantee or indemnity is given by the vendor to the guarantor;
 - (b) may not be considered wholly or partially discharged by the payment of the whole or any part of the amount owed by the purchaser to the vendor; and
 - (c) extends to the entire amount that is now owed or that may become owing at any time in the future to the vendor by the purchaser pursuant to or contemplated by

this contract including any interest, costs or charges payable to the vendor under this contract.

- If any payment made to the vendor by or on behalf of the purchaser or the guarantor is subsequently avoided by any statutory provision or otherwise:
 - (a) that payment is to be treated as not discharging the guarantor's liability for the amount of that payment; and
 - (b) the vendor and the guarantor will be restored to the position in which each would have been and will be entitled to exercise all rights which each would have had if that payment had not been made.
- The vendor can proceed to recover the amount claimed as a debt or damages from the guarantor without having instituted legal proceedings against the purchaser and without first exhausting the vendor's remedies against the purchaser.
- 53.8 It is an essential term of this contract that the guarantor signs this contract.

54. Bank guarantee

- Instead of paying the deposit under clause 2.1 the purchaser may give a Bank Guarantee to the vendor on the contract date or such later date (if any) set out in this contract. The Bank Guarantee must be in a form acceptable to the vendor (acting reasonably) from an Australian trading bank.
- 54.2 The purchaser must pay the vendor by unendorsed bank cheque the amount specified in the Bank Guarantee:
 - (a) on completion; or
 - (b) within five days after the vendor serves notice claiming forfeiture of the deposit.
- 54.3 The vendor may call on the Bank Guarantee if:
 - (a) the purchaser does not comply with clause 54.2; or
 - (b) the vendor is entitled to terminate this contract.
- If the Bank Guarantee (including any replacement bank guarantee given under this clause) has an expiry date, the purchaser must, if completion for any reason has not taken place at least one month before that expiry date, give to the vendor, no later than fourteen (14) days before that expiry date, a replacement bank guarantee on the same terms and conditions as the original Bank Guarantee except that the bank guarantee must expire at least one year after that expiry date.
- 54.5 The obligations of the purchaser under this clause 54 are essential.

55. Trustee provisions

If the purchaser enters into this contract as trustee of any trust (**Trust**) (and whether or not the vendor has notice of the Trust) the purchaser:

- (a) acknowledges that it is bound under this contract both personally and in its capacity as trustee of the Trust;
- (b) warrants to the vendor that:
 - (i) the Trust is validly created and is in existence;
 - (ii) it will disclose fully to the vendor the terms of the Trust on request;
 - (iii) it possesses unqualified power under the trust to enter into this contract;
 - (iv) any consent, approval or resolution necessary to enable it to enter and discharge its obligations under this contract has been obtained or passed;
 - (v) it holds its interest under this contract:
 - (A) in the proper exercise of its powers under the Trust; and
 - (B) for the benefit of the beneficiaries or objects of the Trust;
- (c) must ensure that between the contract date and the final discharge if its obligations under this contract there does not occur without the vendor's consent (that consent not to be unreasonably withheld) any of the following events:
 - (i) amendment or revocation of the Trust;
 - (ii) removal or retirement of the Trust;
 - (iii) appointment of a new or additional trustee of the Trust;
 - (iv) use of the Trust assets for a beneficiary's or an object's own purposes, unless pursuant to the terms of the Trust;
 - (v) distribution, resettlement or transfer of the Trust assets;
 - (vi) anything that might result in the trustee's entitlement to its indemnity from the Trust assets or the beneficiaries being diminished;
 - (vii) acceleration of the vesting date or termination of the Trust; or
 - (viii) the purchaser as trustee:
 - (ix) incurring a debt;
 - (x) lending money;
 - (xi) giving a guarantee or indemnity;

- (xii) encumbering a Trust asset;
- (xiii) mixing Trust assets;
- (xiv) comprising a claim in relation to any Trust asset;
- (xv) parting with possession of a Trust asset;
- (xvi) delegating any of its trustee's powers; or
- (xvii) increasing its trustee remuneration

other than in the proper exercise of its duties under the Trust.

56. FIRB Approval

- (a) Subject to clause 56(b), the purchaser warrants to the vendor:
 - (i) it is not a Foreign Person; and
 - (ii) the Treasurer cannot prohibit and has not prohibited the transfer of the property to the purchaser under the *Foreign Acquisitions and Takeover Act 1975*.
- (b) If the purchaser is a Foreign Person, on or before the date of the contract (or another date nominated by the vendor), the purchaser must:
 - (i) inform the vendor of that fact; and
 - (ii) make an application to the Treasurer for approval for the transfer of the property to the purchaser under the Foreign Acquisitions and Takeover Act 1975 and to keep the vendor informed of the progress of the application.
- (c) If the purchaser is unable to obtain the approval of the Treasurer within forty-two (42) days from the date of this contract, either party may rescind this contract by notice in writing to the other by no later than the date being forty-nine (49) days from the date of this contract and in which case clause 19 will apply. Time is of the essence in respect of either party's right to rescind under this clause.
- (d) The purchaser agrees its promise in clauses 56(a) or 56(b), as applicable, is an essential term of this contract a breach of which will entitle the vendor to terminate this contract.

57. Transfer of Property from vendor to New Vendor

(a) The purchaser acknowledges that the vendor may transfer its interest in the property to a third party (New Vendor) prior to completion and the vendor agrees to pay any duties or taxes arising from the transfer to the New Vendor.

- (b) The vendor must serve notice if the vendor transfers the property to a New Vendor within seven (7) days of the transfer. In the notice, the vendor must provide details of the New Vendor.
- (c) The purchaser and the guarantors each agree:
 - (i) to the transfer of the property to a New Vendor according to this clause 57; and
 - (ii) to the vendor novating this contract to a New Vendor; and
 - (iii) to accept on completion a transfer of the property in registrable form duly executed by the New Vendor (if the vendor transfer or novates this contract to that New Vendor according to this clause 57); and
 - (iv) if the purchaser has paid the deposit by bank guarantee or bond, to replace the bank guarantee or bond with a new bank guarantee or bond for the same amount in favour of the New Vendor within seven days after being requested to do so by the vendor.
 - (v) to execute any required documentation within fourteen (14) days of receipt from the vendor. In the event that the purchaser does not comply with this clause 57(c), the purchaser irrevocably appoints the vendor as its attorney to execute the required document.

58. Purchaser's Obligation

The purchaser must not use the dwelling constructed on the property after completion as an exhibition home without the vendor's consent which may be withheld at the vendor's absolute discretion.

59. Broadband

- The vendor, in its absolute discretion, may enter into an agreement with a supplier for the provision by the supplier to install, own, control and operate broadband fibre optic cable system for data transfer and telecommunication purposes (**System**) to the boundary of the property. The purchaser:
 - (a) must make its own enquiries with regard to the System;
 - (b) is not under any obligation to take any of the services offered by the supplier in connection with the System.
- 59.2 The vendor may grant an agreement to the supplier and other suppliers in connection with the System.
- No information, representation or warranty made by the vendor or the vendor's agent was supplied or made in connection with the System and the Systems performance.

60. Fencing

The vendor is not required to contribute to the cost of fencing the property, even though the vendor may own land adjoining the property.

61. Property affected by fill

- The purchaser acknowledges that the property may have been subject to grading and benching as shown in the Grading and Fill Plan as part of subdivision earthworks.
- If any fill has been placed on the property by the vendor then the vendor warrants that any such fill has been compacted to a standard which meets the compaction requirements of the Council.
- The purchaser is not entitled to and must not make any requisition or claim for compensation in relation to or rescind, terminate or delay completion of this contract because of any fill which may have been placed on the property.
- 61.4 This clause 61 will not merge upon completion.

62. Bushfire Construction Requirements

- The vendor discloses and the purchaser acknowledges that the purchaser is aware that the property:
 - is bushfire prone land as stated in the section 10.7(2&5) certificate
 (Environmental Planning and Assessment Act 1979) attached to this contract;
 and
 - (b) is subject to development restrictions as set out in the Draft Instrument attached to this contract.
- The purchaser cannot make any requisition or claim, delay completion or rescind or terminate because of any matter set out in this clause 62.
- 62.3 This clause 62 does not merge on completion.

63. Planning Agreement

- 63.1 The vendor discloses and the purchaser acknowledges and agrees that:
 - (a) a Planning Agreement will be registered on and encumbers the Development Site and the property after the contract date;
 - (b) the purchaser will not be required to comply with any of the obligations set out in the Planning Agreement; and

- (c) the notation of the Planning Agreement on the title of the property will be removed by the vendor by completion.
- The purchaser cannot make any requisition or claim, delay completion or rescind or terminate because of any matter set out in this clause 63.

64. Noise Mitigation

- 64.1 The vendor discloses and the purchaser acknowledges that it is aware that despite:
 - (a) the absence of any notification in the section 10.7(2) certificate (Environmental Planning and Assessment Act 1979) attached to this contract or the section 10.7(5) information included in that certificate; and
 - (b) that the property may not be shown as adversely affected by road noise in accordance with clause 102 of the State Environmental Planning Policy (Infrastructure) 2007,

Council may determine that the property is subject to noise mitigation construction measures. This will be assessed by Council as part of any development application for residential accommodation and to consider the requirements of clause 102 of the State Environmental Planning Policy (Infrastructure) 2007. Council may impose a development condition which requires appropriate measures are taken to ensure that specific LAeq levels are not exceeded.

- The purchaser cannot make any requisition or claim, delay completion or rescind or terminate because of any matter set out in this clause 64.
- 64.3 This clause 64 does not merge on completion.

65. Personal Information

- The purchaser is aware that the vendor will obtain Personal Information about the purchaser and their associates during the course of the transaction the subject of this contract.
- The purchaser agrees that the vendor may retain, use and disclose such Personal Information to any Related Body Corporate of the vendor and to third parties where such disclosure is in connection with the conduct of the vendor's business.
- 65.3 A copy of the vendor's privacy policy is available on its website www.googong.net.
- The purchaser consents to the use of Personal Information by the vendor as contemplated by this clause 65.

66. GST Withholding

- 66.1 In this clause 66, words or expressions that are defined or used in the:
 - (a) Withholding Law have the same meaning given to them in the Withholding Law;
 - (b) GST Act have the same meaning given to them in the GST Act,
 - Unless the context suggests otherwise.
- This clause 66 applies if this contract states Purchaser is required to make a GSTRW Payment (residential withholding payment).
- 66.3 In this clause, terms and expressions which have a defined meaning in the GST Act have the same meaning as in the GST Act.
- Any reference to a party includes the representative member of a GST group of which that party is a member.
- 66.5 Unless the contrary intention appears:
 - (a) ATO means the Australian Taxation Office.
 - (b) **Bank Cheque** means a bank cheque made payable to the Commissioner of Taxation.
 - (c) **Lodgement References** means both the lodgement reference number and payment reference number issued by the ATO following lodgement of Form 1.
 - (d) **Form 1** means a notification made to the ATO, in the approved form, advising that the Purchaser is required to make a Withholding Payment (currently known as the "GST property settlement withholding notification" form).
 - (e) **Form 2** means a notification made to the ATO, in the approved form, advising that the sale has completed (currently known as the "GST property settlement date confirmation" form).
 - (f) **Notice** means a written notice that complies with section 14-255 in Schedule 1 of the Withholding Law and the associated regulations (if any).
 - (g) **PEXA** means Property Exchange Australia Ltd, being an electronic lodgement network operator.
 - (h) Withholding Date means the earliest date on which any part of the consideration (other than the deposit, if any) is to be paid or provided under this contract.
 - (i) **Withholding Law** means Schedule 1 to the *Taxation Administration Act 1953* (Cth).
 - (j) Withholding Payment means a payment required under section 14-250 in Schedule 1 of the Withholding Law, including any payments made through the provision of a Bank Cheque to the Vendor or Vendor's solicitor.

- The Purchaser will not breach this contract if any amounts of monetary consideration otherwise payable to the Vendor are reduced on account of the Purchaser making a Withholding Payment.
- 66.7 The Purchaser must at least 14 days prior to the Withholding Date:
 - (a) lodge Form 1; and
 - (b) provide the Vendor with written evidence of such lodgement, together with the Lodgement References.
- 66.8 If the Withholding Date is the date of Completion, the parties agree that the Purchaser must make the Withholding Payment to the ATO on Completion via PEXA.
- 66.9 If the Withholding Date is earlier than the date of Completion, the parties agree:
 - (a) the Purchaser must provide to the Vendor's solicitor acting as their agent with a Bank Cheque for the amount of the Withholding Payment at the same time that the first part of the consideration (other than the deposit, if any) is to be paid or provided; and
 - (b) the Vendor's solicitor must provide a letter of confirmation to the Purchaser for the Bank Cheque at that time.
- 66.10 If the Purchaser provides a Bank Cheque to the Vendor's solicitor in accordance with this clause 66, the Vendor or the Vendor's solicitor must pay that Bank Cheque to the ATO on the Purchaser's behalf within 7 days of receipt.
- 66.11 Immediately after Completion and in any event, by no later than 2 business thereafter, the Purchaser must:
 - (a) lodge Form 2; and
 - (b) provide to the Vendor's solicitor with written evidence of such lodgement.
- 66.12 If the Purchaser fails to lodge Form 2 within the time required by clause 66.11, then the Purchaser hereby irrevocably authorises the Vendor or the Vendor's solicitor to act as the Purchaser's agent to complete and lodge Form 2 on the Purchaser's behalf. If the Vendor's solicitor lodges Form 2 on behalf of the Purchaser, the Purchaser shall pay on demand the Vendor's legal fees in the sum of \$220.00 (including GST).
- 66.13 This clause does not merge on Completion.
- 66.14 Except as expressly set out in this clause 66, the rights and obligations of the parties under this contract are unaffected, including (without limitation) any agreement to apply the margin scheme on the supply of the Property.
- 66.15 If the Property qualifies as potential residential land and:
 - (a) the Purchaser is registered (within the meaning of the GST Act) and
 - (b) the Purchaser acquires the Property for a creditable purpose,

then the Purchaser must give written evidence to the Vendor of these matters, no later than 10 business days before the date of Completion.

67. Electronic Signing, Exchange and Completion

- The parties acknowledge and agree that this contract may be delivered, signed and exchanged electronically.
- 67.2 The parties acknowledge and agree that this is an Electronic Completion.
- The parties agree that the Electronic Completion will be conducted in an Electronic Workspace created by the Vendor.
- The Vendor must create an Electronic Workspace in relation to this transaction and must invite the Purchaser within a reasonable period prior to the Completion Date.
- As soon as reasonably practicable after accepting an invitation from the Vendor to join the Electronic Workspace, the Purchaser must invite the Financial Institution (if any), who is to provide finance to the Purchaser in relation to its purchase of the Property, to join the Electronic Workspace.
- 67.6 Each party must:
 - (a) conduct the Electronic Settlement in accordance with the ECNL and the Participation Rules; and
 - (b) do all things required to be done by the party in the Electronic Workspace to effect Electronic Settlement in accordance with this contract.
- A party is not in default to the extent that it is prevented from or delayed in complying with an obligation because the other party, the other Party's Representative or the other Party's Financial Institution (if any) has failed to do anything that it is required to do in the Electronic Workspace.
- 67.8 In the event that the purchaser changes its Representative, the purchaser must:
 - (a) ensure that the Purchaser's Representative immediately withdraws from the Electronic Workspace;
 - (b) provide the Vendor with the contact details for the Purchaser's replacement Representative; and
 - (c) ensure that the Purchaser's replacement Representative joins the Electronic Workspace as soon as practicable after the original Representative withdraws from the Electronic Workspace.
- 67.9 Without limiting clause 67.6, the Vendor is not in default to the extent that it is prevented from or delayed in complying with an obligation as a result of a breach of clause 67.8.
- 67.10 The Vendor must nominate the Completion Time:
 - (a) if the Property is a lot in a registered plan, as soon as reasonably practicable after the Vendor has created the Electronic Workspace; or
 - (b) if the Property is a lot in an unregistered plan, as soon as reasonably practicable after the title for the Property has been created.

- 67.11 If the parties cannot agree on the Completion Time, the Completion Time to be nominated in the Electronic Workspace is 12.00pm.
- 67.12 A party may not exercise any right under this contract or at law to terminate this contract during the period of time the Electronic Workspace is locked for Electronic Completion.
- 67.13 In respect of an Electronic Completion:
 - the Purchaser is taken to have complied with clause 4.1 of the Standard Form by preparing and Digitally Signing an electronic transfer in the Electronic Workspace at least 7 days before the Completion Date;
 - (b) the Vendor is taken to have complied with clause 16.1 of the Standard Form if, at settlement, the Electronic Workspace contains:
 - (c) the electronic transfer which has been Digitally Signed by the Vendor; and
 - (d) any other electronic document which is required to be provided by the Vendor for the electronic lodgement of the transfer in the NSW Land Registry Services;
 - (b) clauses 16.5, 16.8, 16.11, 16.12 and 16.13 do not apply; and
 - (c) if there is any Access Device, the Purchaser may collect the Access Device from the Vendor or the Vendor's Representative (as applicable) after Completion.
- The Purchaser acknowledges and agrees that the Vendor is not required to provide the Purchaser with the original certificate of title for the Property.
- 67.15 Completion occurs when the Electronic Workspace records that Financial Completion has occurred.
- 67.16 If Completion does not occur at the Completion Time, the parties must do all things reasonably necessary to effect Completion electronically on the same day or on the next business day.
- No party is in default under this contract, if Completion does not occur at the Completion Time because a computer system operated by the NSW Land Registry Services, PEXA, the Office of State Revenue, the Reserve Bank of Australia or a Bank involved in the transaction is inoperative.
- 67.18 In the event that the computer system operated by the NSW Land Registry Services is inoperative at the Completion Time, the parties agree to proceed to Financial Completion notwithstanding the unavailability of electronic lodgement with the NSW Land Registry Services.
- 67.19 Each party must pay its own fees and charges in connection with the Electronic Completion including any fees and charges payable to PEXA or the NSW Land Registry Services.
- 67.20 To the extent there is any inconsistency between this clause 67, the Standard Form and any other clause of this contract, this clause 66 prevails over the Standard Form and any other clause to the extent of the inconsistency.
- 67.21 In this clause 67

Access Device means:

- (a) each key and security device which enables access to the Property; and
- (b) written details of each code which applies in respect to any security system applicable to or which enables access to the Property.

Completion Time means the time of day on the Completion Date when the Electronic Completion is to occur, as nominated in accordance with clause 67.9 or otherwise agreed by the parties.

Conveyancing Transactions has the meaning given to it in the ECNL.

Digitally Sign has the meaning given to it in the ECNL.

ECNL means the Electronic Conveyancing National Law (NSW) as enacted in New South Wales by the *Electronic Conveyancing (Adoption of National Law) Act 2012* (NSW).

Electronic Completion means a settlement which is conducted using an ELN in accordance with the ECNL.

Electronic Workspace means a shared electronic workspace generated by the ELN.

ELN has the same meaning given to it in the ECNL.

Financial Institution means a financial institution as defined in section 3 of the *Cheques Act 1986* (Cth).

Financial Completion means the exchange of funds or value between the Financial Institutions in accordance with the instructions of the parties.

Participation Rules means the rules relating to the use of an ELN as determined by the registrar general under the *Real Property Act 1900* (NSW) pursuant to section 23 of the ECNL.

PEXA means Property Exchange Australia Ltd, being an electronic lodgement network operator.

Representative means a person who is either a legal practitioner or conveyancer and who has been appointed to act for a party in relation to transaction contemplated by this contract.

68. Foreign Resident Capital Gains Withholding

68.1 Definitions and interpretation

In this clause 68:

- (a) words defined or used in Subdivision 14-D of Schedule 1 in the Tax Act have the same meaning in this clause 68 unless the context otherwise requires;
- (b) a reference to a section of the Tax Act is a reference to a section of Schedule 1 in the Tax Act unless otherwise expressed;
- (c) Clearance Certificate means a certificate issued by the Commissioner of Taxation in accordance with section 14-220 of the Tax Act;

- (d) **Commissioner** means the Commissioner of Taxation;
- (e) **Representative** means a registered legal practitioner or conveyancer (as the case may be); and
- (f) **Withholding Amount** means the amount payable to the Commissioner in accordance with section 14-200 of the Tax Act or an amount varied under section 14-235 of the Tax Act.

68.2 Application

This clause 68 applies if the purchaser is required to pay the Commissioner a Withholding Amount because of the application of section 14-200(1) of the Tax Act.

68.3 Vendor's status

The Vendor is a foreign resident for the purposes of this clause 68 unless the Vendor gives the purchaser a Clearance Certificate before Completion. The specified period in the Clearance Certificate must include the actual date of Completion.

68.4 Vendor's obligation

The Vendor must provide the Purchaser with the following items:

- (a) all necessary information that the Purchaser requires in order to comply with the Purchaser's obligation to pay the Withholding Amount under section 14-200 of the Tax Act. This information must be provided to the Purchaser within 5 business days after receiving a request from the Purchaser. For this purpose, the Vendor warrants that the information the Vendor provides is true and correct; and
- (b) any Clearance Certificate or document evidencing a variation of the Withholding Amount in accordance with section 14-235(2) of the Tax Act before Completion.

68.5 Withholding amount

- (a) If the Vendor fails to provide a Clearance Certificate to the Purchaser before Completion, the Purchaser is irrevocably authorised to deduct the Withholding Amount from the balance of the price payable to the Vendor at Completion (Balance Payable).
- (b) If the Balance Payable at Completion is less than the Withholding Amount, the Vendor must pay the difference to the Purchaser at Completion.

68.6 Purchaser's obligations

- (a) The Purchaser must:
 - (i) engage a Representative to conduct all the legal aspects of Completion, including the performance of the purchaser's obligations in this clause 68;
 - (ii) as soon as reasonably practicable after Completion, procure its Representative to:

- (A) pay, or ensure payment of, the Withholding Amount to the Commissioner in the manner required by the Commissioner and from the moneys under the control or direction of the Representative in accordance with this clause 68;
- (B) promptly provide the Vendor with proof of payment; and
- (C) otherwise comply, or ensure compliance, with this clause 68, despite:
- (D) any contrary instructions, other than from both the Purchaser and the Vendor in writing; and
- (E) any other provision in this contract to the contrary.
- (b) The Representative will be taken to have complied with its obligations in clause 68.6(a) if in the case of Completion being conducted through the electronic conveyancing system:
 - (i) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (ii) the Withholding Amount is included in the settlement statement requiring payment to the Commissioner in respect of this contract.

68.7 Penalties

The Purchaser is responsible for any penalties or interest payable to the Commissioner arising from the late payment of the Withholding Amount except to the extent that the penalty or interest arises from the Vendor failing to pay the Purchaser the amount of any difference as required under clause 68.5.

69. Deposit by Instalments

- The purchaser must pay the full 10% Deposit and the vendor's right to receive that full 10% Deposit accrues on the contract date. However, the vendor will accept payment in two instalments which the purchaser must pay as follows:
 - (a) as to the first instalment being \$40,000.00 (**the first instalment**), on or before the date of this contract; and
 - (b) as to the second instalment being the balance of the 10% Deposit (**the second instalment**), on completion, time being of the essence.
- 69.2 If the second instalment of the Deposit is not paid in accordance with clause 69.1(b), the vendor may terminate this contract at any time while the second instalment has not been paid in full.
- 69.3 It is an essential term of this contract that the second instalment of the 10% Deposit is paid in accordance with this clause.
- 69.4 If the vendor terminates this contract pursuant to this clause, the vendor may retain any part of the 10% Deposit paid as at the date of termination and the vendor may recover any of the Deposit unpaid by the purchaser at the date of termination up to an amount of 10% of the purchase price, as a liquidated claim in a court of appropriate jurisdiction.
- This clause does not limit any other rights or remedies the vendor may have either at law, in equity or under this contract.

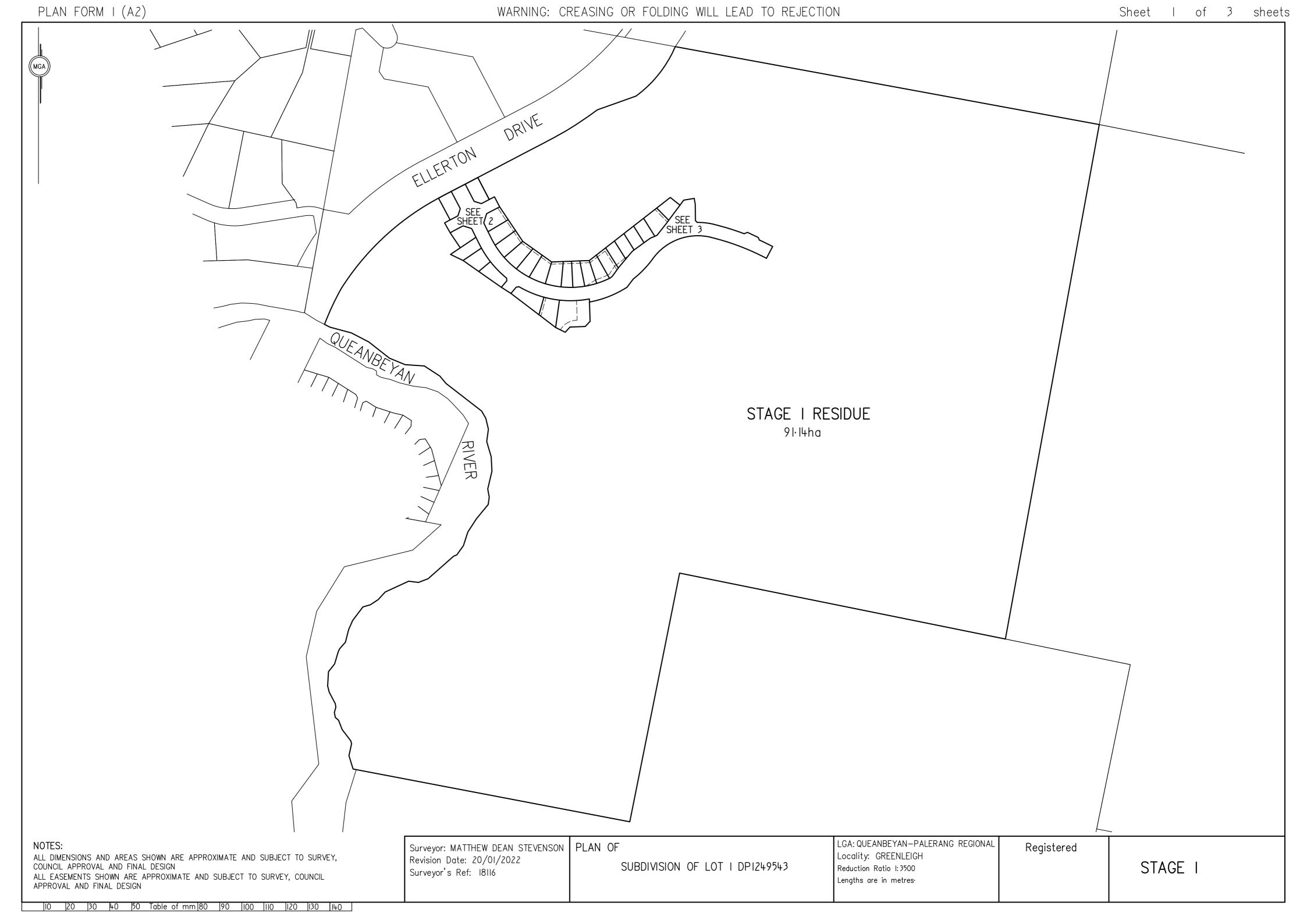
Schedule 1 Registration Sunset Date (clause 37)

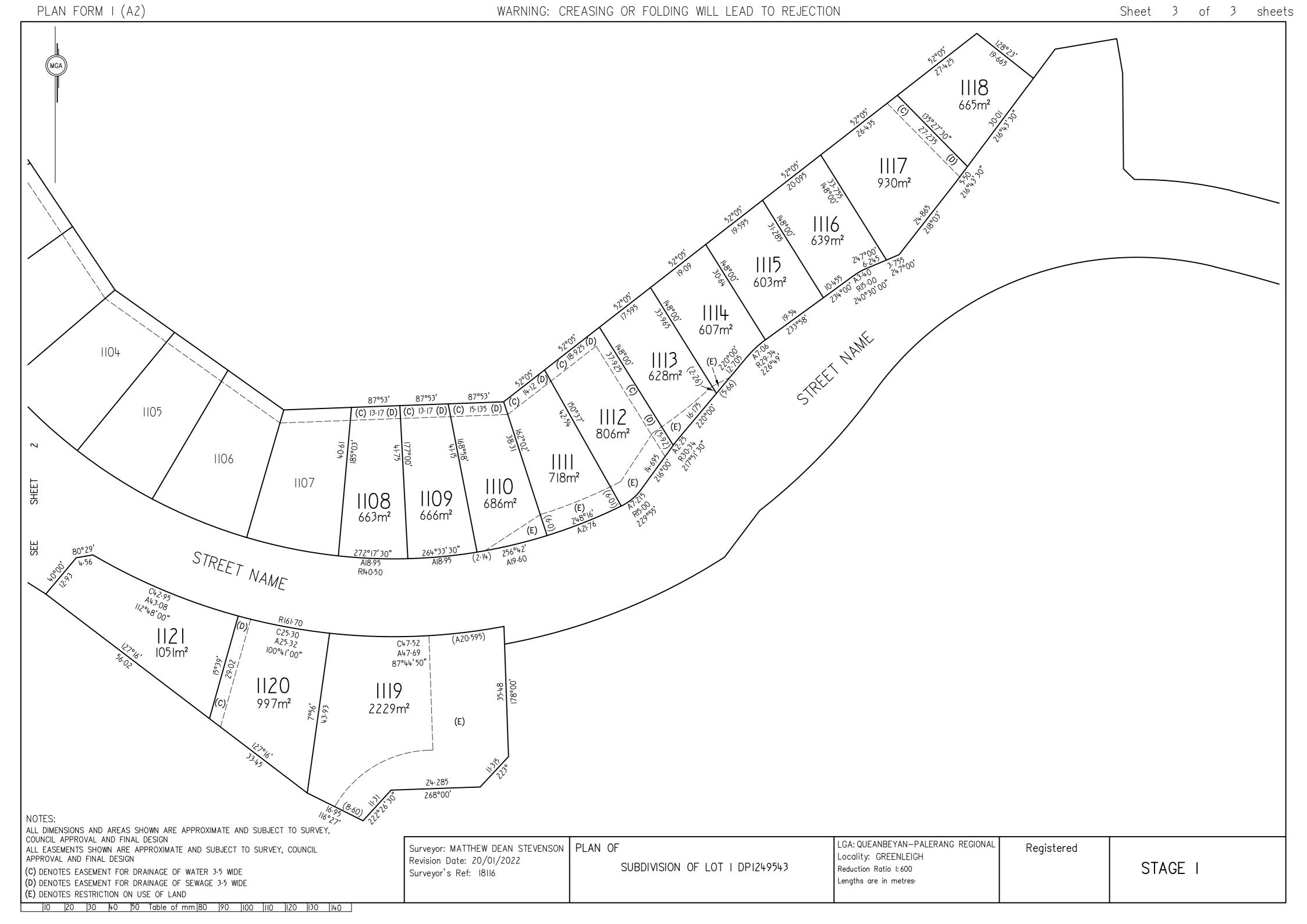
30 June 2024

Schedule 2 Notations on Certificates of Title (clause 42)

1.	Those easements, restrictions as to user, covenants, substation leases, and other encumbrances contemplated by this contract to be created.		

Schedule 3 Subdivision Plan and Draft Instrument





Lengths are in metres Sheet 1 of 8

Plan: Plan of Subdivision of Lot 1 DP1249543

Subdivision No: Date:

Full name and address of proprietors of the land: Peet Jumping Creek Pty Ltd,

200 St Georges Terrace,

Perth, WA 6000

PART 1 – CREATION

Number of item shown in the intention panel on the plan:	Identity of easement, restrictive covenant or positive covenant to be created and referred to in the plan:	Burdened Lot(s) or parcel(s):	Benefited Lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for drainage of water (3.5 wide)	1102	1101 Queanbeyan-Palerang Regional Council
		1103	1101, 1102 Queanbeyan-Palerang Regional Council
		1104	1101, 1102, 1103 Queanbeyan-Palerang Regional Council
		1105	1101, 1102, 1103, 1104 Queanbeyan-Palerang Regional Council
		1106	1101, 1102, 1103, 1104, 1105 Queanbeyan-Palerang Regional Council
		1107	1101, 1102, 1103, 1104, 1105, 1106 Queanbeyan-Palerang Regional Council
		1108	1101, 1102, 1103, 1104, 1105, 1106, 1107 Queanbeyan-Palerang Regional Council
		1109	1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108 Queanbeyan-Palerang Regional Council
		1110	1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109 Queanbeyan-Palerang Regional Council

Lengths are in metres Sheet 2 of 8

Plan: Plan of Subdivision of Lot 1 DP1249543

Subdivision No: Date:

		1111	1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110 Queanbeyan-Palerang Regional Council
		1112	1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111 Queanbeyan-Palerang Regional Council
		1117	Stage 1 Residue Queanbeyan-Palerang Regional Council
		1120	Stage 1 Residue Queanbeyan-Palerang Regional Council
2.	Easement for drainage of sewage (3.5 wide)	1101	Queanbeyan-Palerang Regional Council
		1102	1101 Queanbeyan-Palerang Regional Council
		1103	1101, 1102 Queanbeyan-Palerang Regional Council
		1104	1101, 1102, 1103 Queanbeyan-Palerang Regional Council
		1105	1101, 1102, 1103, 1104 Queanbeyan-Palerang Regional Council
		1106	1101, 1102, 1103, 1104, 1105 Queanbeyan-Palerang Regional Council
		1107	1101, 1102, 1103, 1104, 1105, 1106 Queanbeyan-Palerang Regional Council
		1108	1101, 1102, 1103, 1104, 1105, 1106, 1107

Lengths are in metres Sheet 3 of 8

Plan: Plan of Subdivision of Lot 1 DP1249543

Subdivision No: Date:

			Queanbeyan-Palerang Regional Council
		1109	1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108 Queanbeyan-Palerang Regional Council
		1110	1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109 Queanbeyan-Palerang Regional Council
		1111	1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, Queanbeyan-Palerang Regional Council
		1112	1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, Stage 1 Residue Queanbeyan-Palerang Regional Council
		1117	1118, Stage 1 Residue Queanbeyan-Palerang Regional Council
		1120	1121, Stage 1 Residue Queanbeyan-Palerang Regional Council
3.	Restriction on use of land	1110, 1111, 1112, 1113, 1114, 1119	Queanbeyan-Palerang Regional Council
4.	Restriction on use of land	1100-1126	Queanbeyan-Palerang Regional Council
5.	Restriction on use of land	1100-1126	Queanbeyan-Palerang Regional Council

Lengths are in metres Sheet 4 of 8

Plan: Plan of Subdivision of Lot 1 DP1249543

Subdivision No: Date:

PART 2 - TERMS

1. Interpretation

1.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Authority means any government or semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, Minister, statutory corporation or instrumentality.

Asset Protection Zone is outlined within section 3.2 and Appendix 4 of 'Planning for Bush Fire Protection 2019" and NSW Rural Fire Service's document "Standards for asset protection zones."

Council means the Queanbeyan-Palerang Regional Council.

Cost means any:

- (a) duty, liability or obligation to any person;
- (b) cost or expense;
- (c) loss or damage; and
- (d) claim, proceeding, demand, notice, order or other requirement.

Dwelling means a dwelling, home or any habitable structure.

Grantee means the owner or mortgagee in possession of the Lot Benefited.

Grantor means the owner or mortgagee in possession of a Lot Burdened.

Instrument means this instrument under section 88B of the Conveyancing Act 1919 and includes the Plan.

Lot Benefited means a Lot Benefited by an easement, positive covenant or restriction on use in this Instrument.

Lot Burdened means a Lot Burdened by an easement, positive covenant or restriction on use in this Instrument.

Plan means the plan to which this Instrument relates.

1.2 References to certain terms

Unless a contrary intention appears, a reference in this Instrument to:

- (a) (reference to anything) a reference to anything is a reference to the whole or each part of it; and
- (b) (singular includes plural) the singular includes the plural and vice versa; and
- (c) (meaning not limited) the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

Lengths are in metres	Sheet 5 of 8
Plan:	Plan of Subdivision of Lot 1 DP1249543
Subdivision No:	Date:

2. Easements are covenants and agreements between Grantees and Grantors

2.1 Run with Land

The conditions, covenants and restrictions, including in this clause 2, in each of the easements, positive covenants and restrictions on use in this Instrument are covenants and agreements between:

- (a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and
- (b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment,

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the Lot Benefited and the Lot Burdened.

2.2 Ancillary Rights

The Grantee of an easement set out in this Instrument may exercise, subject to the specific terms of that easement, all other ancillary rights and obligation reasonably necessary for the effective application of an easement including reasonable access to the site of the easement. In exercising ancillary rights under an easement, the Grantee must cause as little inconvenience as practicable to the Grantor or any occupier of the Lot Burdened.

3. Terms of Restriction on Use of Land numbered 3 on the Plan

- 3.1 An Asset Protection Zone is to be provided and maintained within the area designated "E" on the Plan in accordance with section 3.2 and Appendix 4 of 'Planning for Bush Fire Protection 2019" and NSW Rural Fire Service's document "Standards for asset protection zones."
- 3.2 Building restriction:
 - (a) the Grantor must not build a Dwelling within the Asset Protection Zone designated "E" on the Plan
 - (b) the Grantor must not erect any building in the Asset Protection Zone designated "E" on the Plan, if that building is within 3 metres of the Dwelling
- Name of Authority having the power to release, vary or modify this Restriction on Use of Land is Queanbeyan-Palerang Regional Council.

4. Terms of Restriction on Use of Land numbered 4 on the Plan

4.1 Should cats be kept on the land, the Owner/Occupier must take necessary measures to ensure the animals are unable to roam outside of the property boundary at any time, unless under effective control. Further detail is available in the "Cat Containment Area – Googong and Jumping Creek Policy" (and all subsequent amendments) available from Queanbeyan-Palerang Regional Council.

Lengths are in metres	Sheet 6 of 8
Lengths are in inches	Officer of or o

Plan: Plan of Subdivision of Lot 1 DP1249543

Subdivision No: Date:

- 4.2 If the "Cat Containment Area Googong and Jumping Creek Policy" is revoked by Queanbeyan-Palerang Regional Council this Restriction on Use of Land will cease and be of no further force or effect with respect to the Lot Burdened.
- 4.3 Name of Authority having the power to release, vary or modify this Restriction on Use of Land is Queanbeyan-Palerang Regional Council.

5. Terms of Restriction on Use of Land numbered 5 on the Plan

5.1 The design of any Dwelling on the Lot Burdened is to be accompanied by a performance-based bushfire solution, pursuant to AS3959-2009 and Addendum Appendix 3 of Planning for Bushfire Protection 2006, as amended from time to time, to support the construction of the Dwelling.

Lengths are in metres		Sheet 7 of 8		
Plan:		Plan of Subdivision of Lot 1 DP1249543		
Subdivision No:		Date:		
Registered Proprietor Ex Lot 1 DP1249543:	ecution for			
Signed, sealed and delive ACN 633 663 760 by its atto	red for and on behalf of Peet Jum orneys under a power of attorney dales with Book. 4786 No.473 in the	lated 19/04/2021		
Signature of Witness	Signature of attorney who de attorney has not received a revocation of the power of a	ny notice of the		
Full name of Witness	Full name of Attorney			
Address of Witness	Signature of attorney who d attorney has not received a revocation of the power of a	ny notice of the		
	Full name of Attorney			

INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIVE COVENANTS AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres	Sheet 8 of 8
Plan:	Plan of Subdivision of Lot 1 DP1249543
Subdivision No:	Date:
Executed for and on behalf of QUEANBEYAN-PALERANG REGIONAL Cits' authorised delegate pursuant to s.377 Local Government Act 1993	OUNCIL by
Signature of Witness	Signature of Authorised Officer
Name of Witness	Name of Authorised Officer signing on Behalf of Queanbeyan-Palerang Regional Council
Address of Witness	Authority of Authorised Officer

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 4 sheet(s)		Sheet 1 of 4 sheet(s)
Office Use Only			Office Use Only
Registered:			
Title System:			
PLAN OF		LGA: QUEANBEYAN-PALI	ERANG REGIONAL
		Locality: GREENLEIGH	
SUBDIVISION OF L	OT 1 DP1249543	Parish: QUEANBEYAN	
		County: MURRAY	
Survey Ce		Crown Lands NSW/Weste	/
I, MATTHEW DEAN STEVENSON		I,approving this plan certify that all ne	
of LONERGAN SURVEYING PTY LTI a surveyor registered under the Surve		allocation of the land shown herein h	
2002, certify that:	ying and Spatial information Act	Signature:	
*(a) The land shown in the plan was si		Date:	
Surveying and Spatial Information and the survey was completed on		File Number:	
*(b) The part of the land shown in the			
surveyed in accordance with the S Regulation 2017, the part surveye		Office:	
completed on, the part not surveyed was compiled in accordance with that Regulation, or		Cubdivision	Contificate
*(c) The land shown in this plan was c		Subdivision	Certificate
Surveying and Spatial Information		*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 <i>Environmental Planning and Assessment Act</i> 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.	
Datum Line: X – Y			
Type: *Urban/*Rural			
The terrain is *Level-Undulating / *Ste		Signature:	
Signature:		Accreditation number:	
Surveyor Identification No: 8703 Surveyor registered under the <i>Surveyi</i>		Consent Authority:	
2002	mg and openion members rec	Date of endorsement: Subdivision Certificate number:	
		File number:	
*Strike out inappropriate words.			
**Specify the land actually surveyed or spe	ecify any land shown in the plan that		
is not the subject of the survey.		*Strike through if inapplicable.	
Plans used in the preparation of survey/compilation. DP1249543		Statements of intention to dedicate p	public roads, create public reserves
		and drainage reserves, acquire/resu	
		PLEASE SE	E SHEET 2
Surveyor's Reference: 18116		Signatures, Seals and Section 88 PLAN FO	

PLAN FORM 6A (2017)	DEPOSITED PLAN AD	MINISTRATION SHEET	Sheet	2	of	4	sheet(s)
	Office Use Only				Of	fice	Use Only
Registered:							
PLAN OF							
SUBDIVISION OF LO	T 1 DP1249543	This sheet is for the provision of the	he following	infor	matic	n as	required:
		A schedule of lots and addre		٠,		_	
Subdivision Certificate number:		Signatures and seals- see 195D Conveyancing Act 1919					
Date of Endorsement:							

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT IT IS INTENDED TO CREATE:

- 1. EASEMENT FOR DRAINAGE OF WATER (3.5 WIDE)
- 2. EASEMENT FOR DRAINAGE OF SEWAGE (3.5 WIDE)
- 3. RESTRICTION ON USE OF LAND
- 4. RESTRICTION ON USE OF LAND
- 5. RESTRICTION ON USE OF LAND

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18116

PLAN FORM 6A (201	7) DEPOSITED PLAN AD	MINISTRATION SHEET Sheet 3 of 4 sheet(s)		
	Office Use Only	Office Use Only		
Registered:				
PLAN OF				
SUBDIVISION	OF LOT 1 DP1249543	This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSI Regulation 2017		
Subdivision Certificate number: Date of Endorsement:		 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals- see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 		
Registered Proprietor Executed 1 DP1249543:	cution for			
Signed, sealed and delivered ACN 633 663 760 by its attorned	for and on behalf of Peet Jumping Creek eys under a power of attorney dated 19/04 with Book. 4786 No.473 in the presence of	/2021		
Signature of Witness	Signature of attorney who declares that attorney has not received any notice of revocation of the power of attorney			
Full name of Witness	Full name of Attorney			
Address of Witness	Signature of attorney who declares that attorney has not received any notice or revocation of the power of attorney			
	Full name of Attorney			
	If space is insufficient use	additional annexure sheet		
Surveyor's Reference: 18	116			

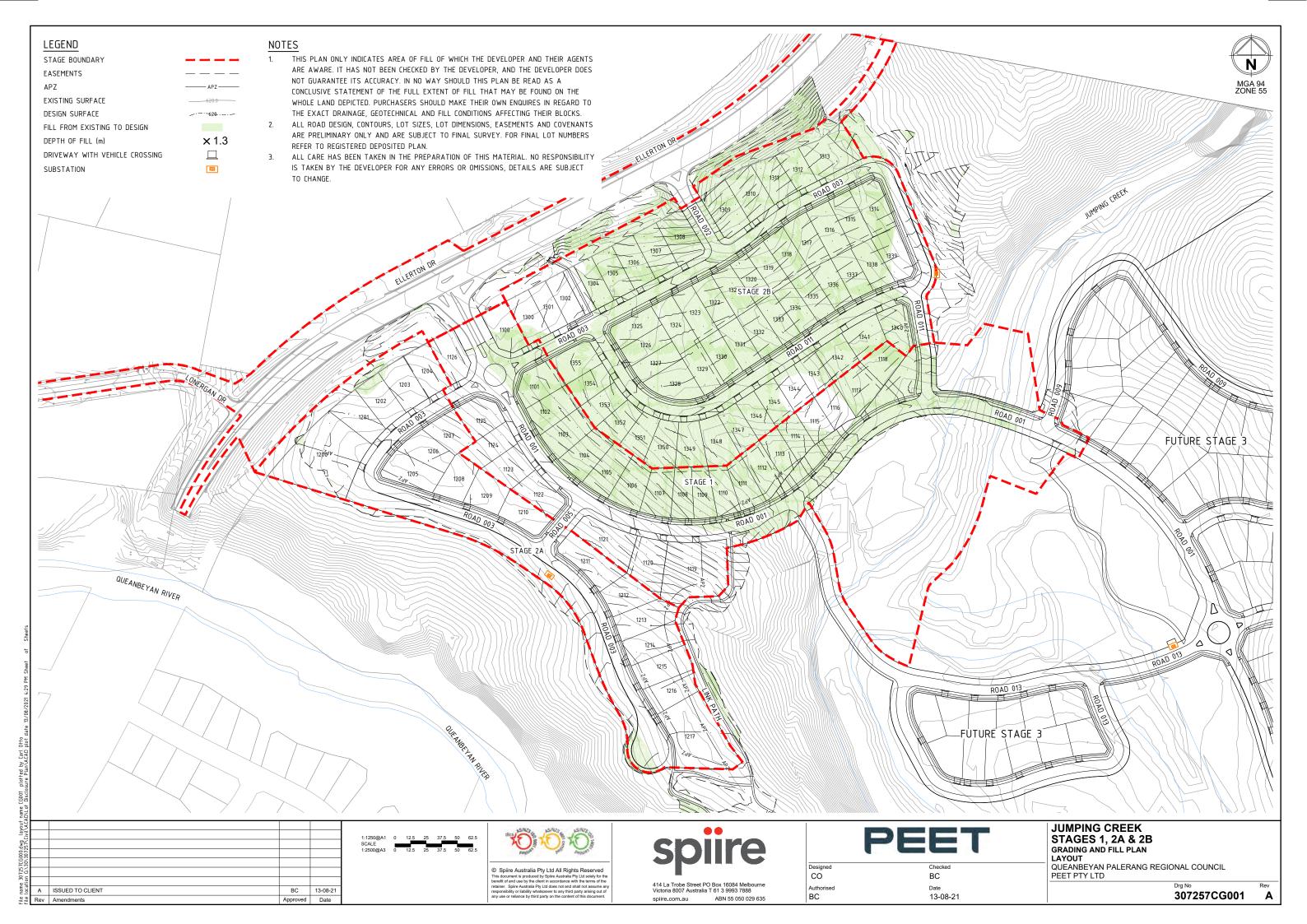
PLAN FORM 6A (2017) DEPOSITED PLAN AD	DMINISTRATION SHEET Sheet 4 of 4 sheet(s)
Office Use Only	Office Use Only
Registered:	
PLAN OF	
SUBDIVISION OF LOT 1 DP1249543	
	This sheet is for the provision of the following information as required:
Subdivision Certificate number: Date of Endorsement:	 A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals- see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

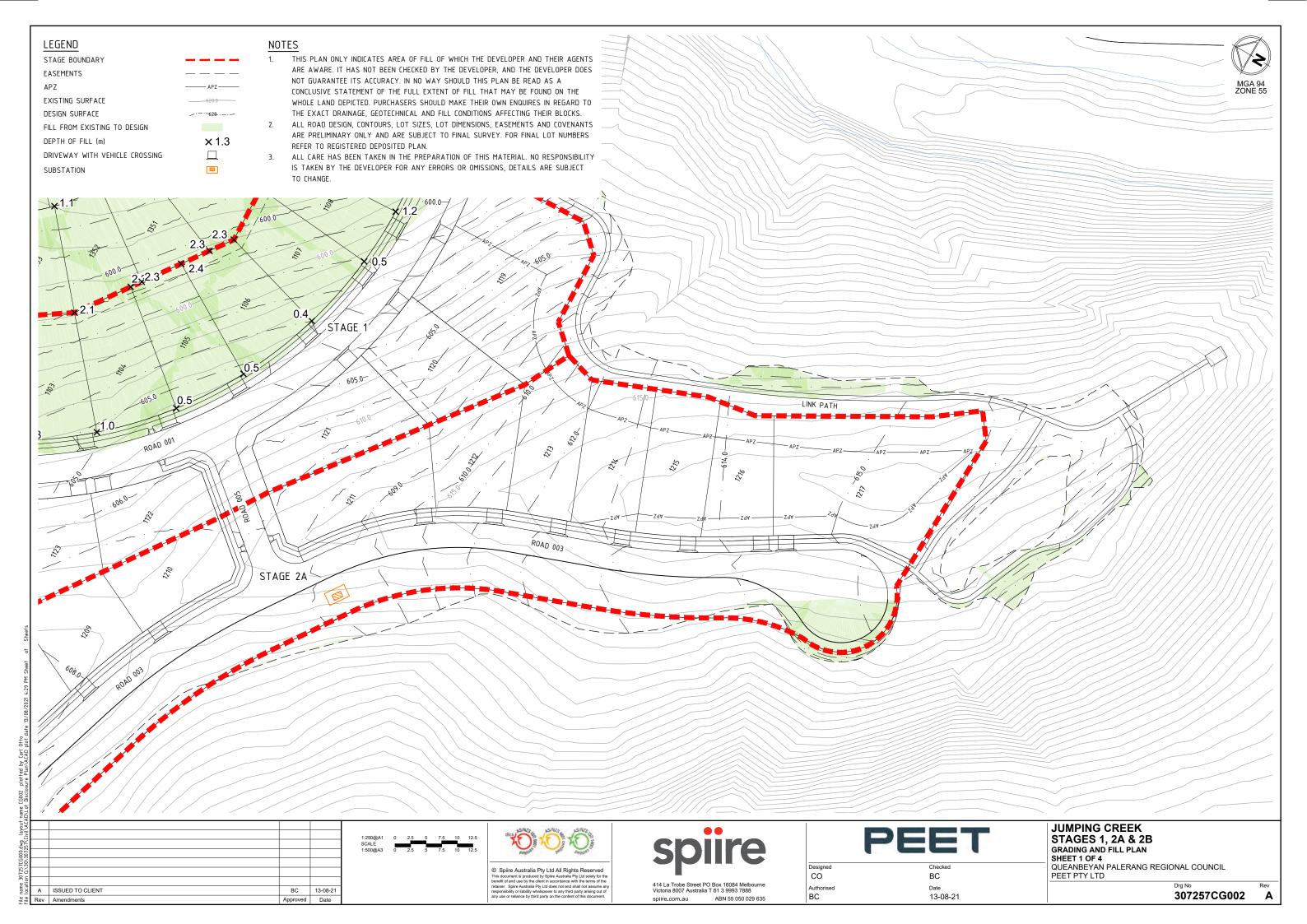
Lot	Street number	Street name	Street type	Locality
1100				Greenleigh
1101				Greenleigh
1102				Greenleigh
1103				Greenleigh
1104				Greenleigh
1105				Greenleigh
1106				Greenleigh
1107				Greenleigh
1108				Greenleigh
1109				Greenleigh
1110				Greenleigh
1111				Greenleigh
1112				Greenleigh
1113				Greenleigh
1114				Greenleigh
1115				Greenleigh
1116				Greenleigh
1117				Greenleigh
1118				Greenleigh
1119				Greenleigh
1120				Greenleigh
1121				Greenleigh
1122		1		Greenleigh
1123		1		Greenleigh
1124		1		Greenleigh
1125		1		Greenleigh
1126	T			Greenleigh

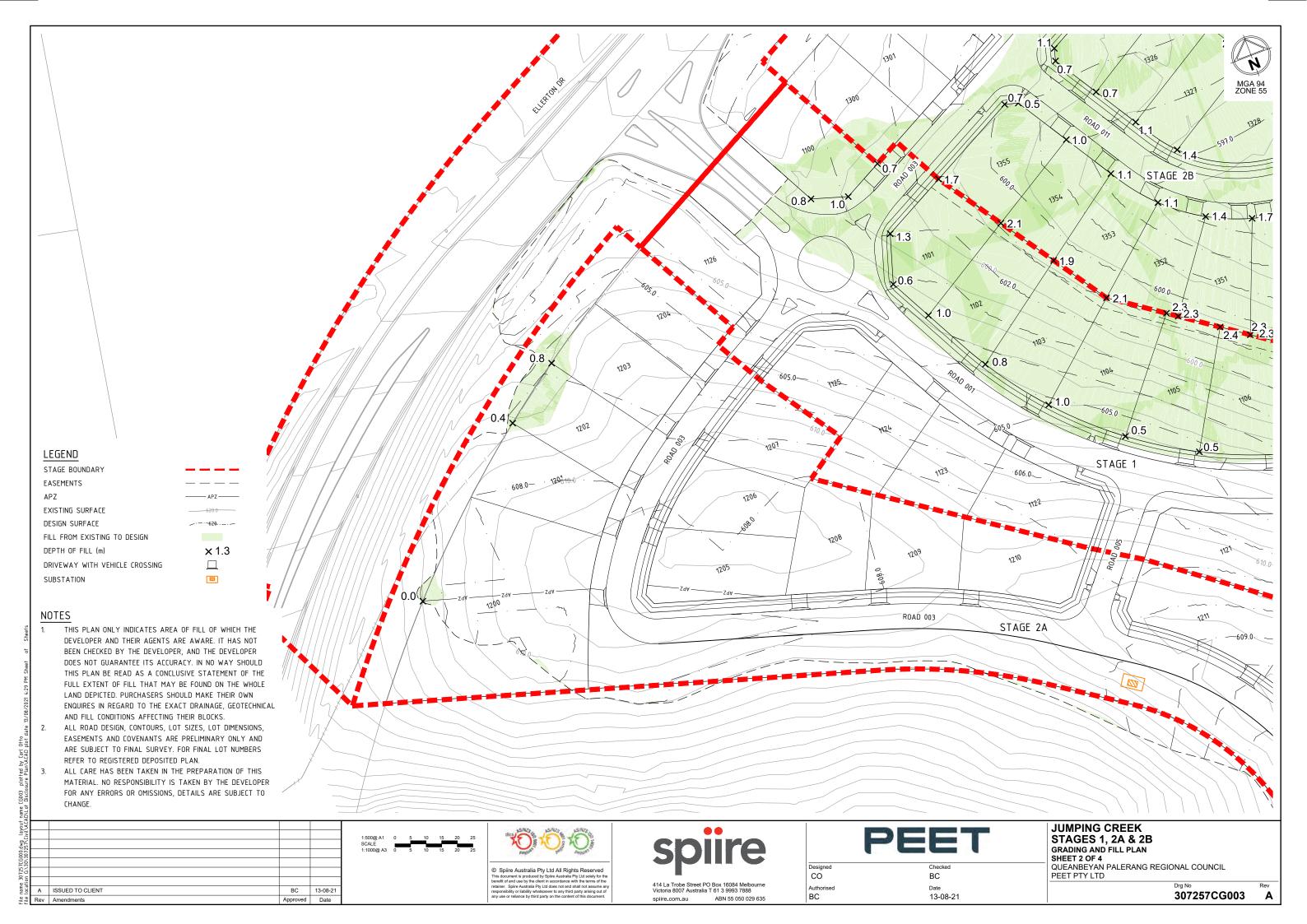
If space is insufficient use additional annexure sheet

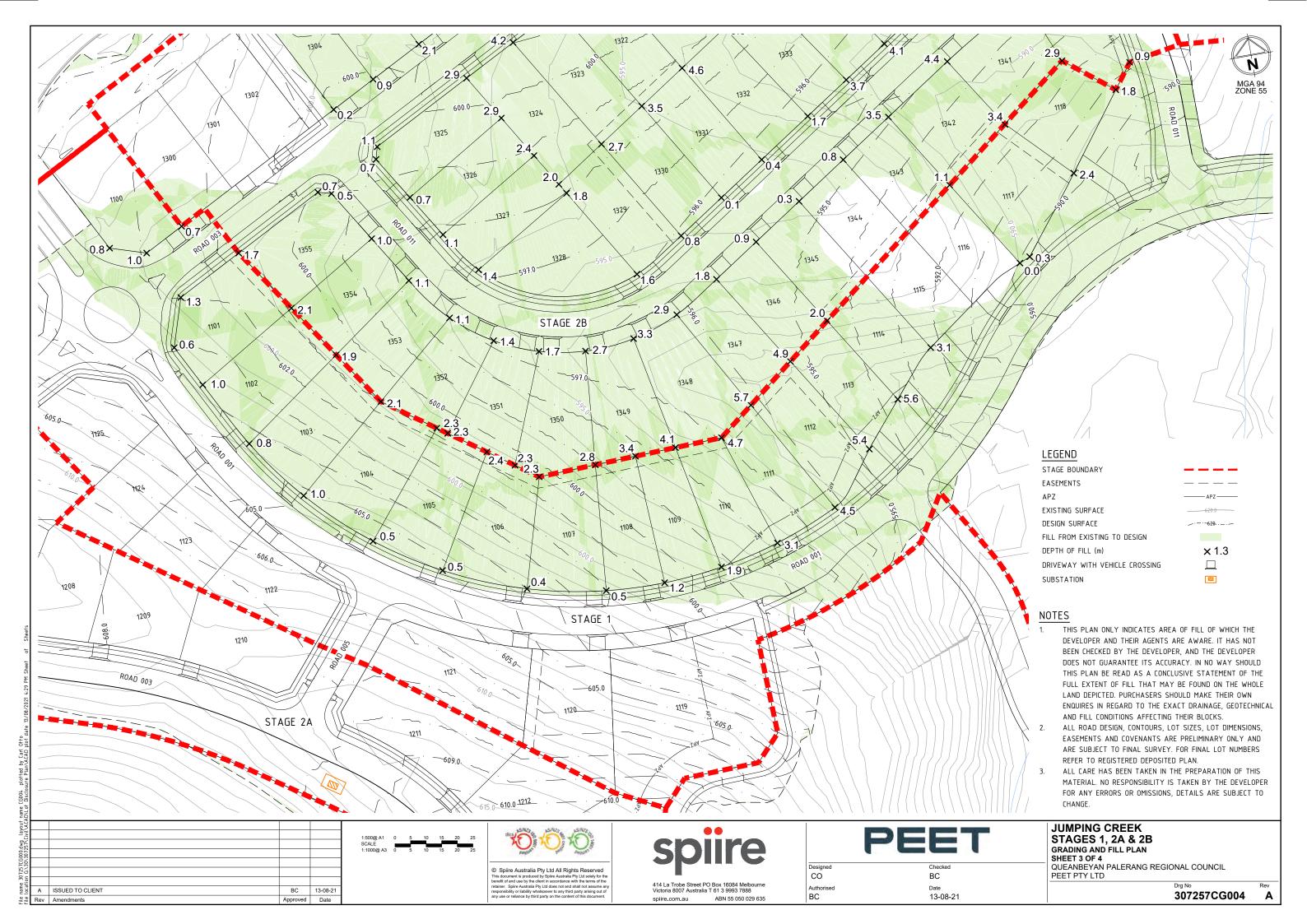
Surveyor's Reference: 18116

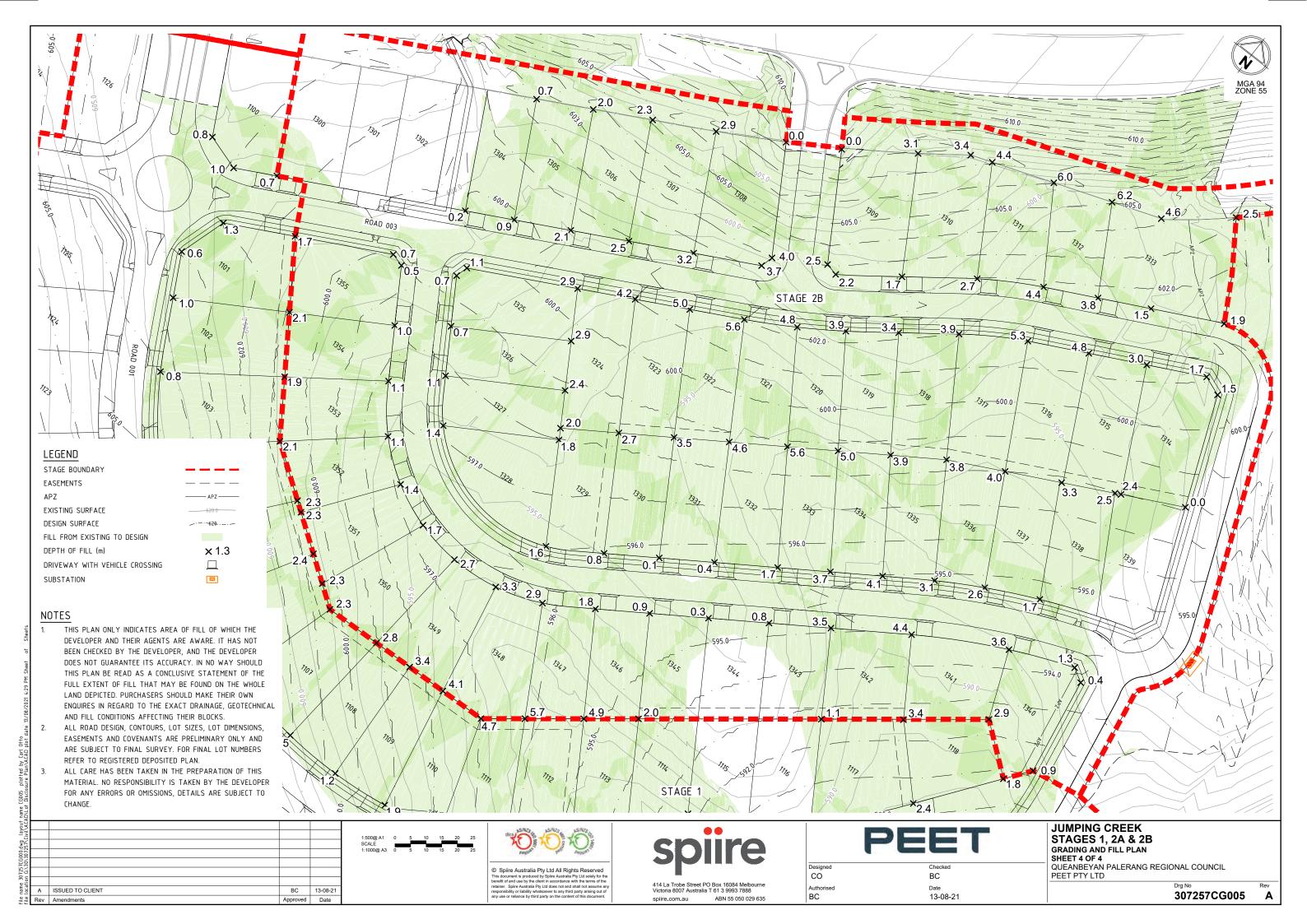
Schedule 4 Grading and Fill Plan















NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/1249543

 SEARCH DATE
 TIME
 EDITION NO
 DATE

 24/8/2021
 1:10 PM
 3
 28/5/2021

LAND

LOT 1 IN DEPOSITED PLAN 1249543

AT GREENLEIGH

LOCAL GOVERNMENT AREA QUEANBEYAN-PALERANG REGIONAL

PARISH OF QUEANBEYAN COUNTY OF MURRAY

TITLE DIAGRAM DP1249543

FIRST SCHEDULE

PEET JUMPING CREEK PTY LTD

(T AP723224)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AR91147 MORTGAGE TO ANZ FIDUCIARY SERVICES PTY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

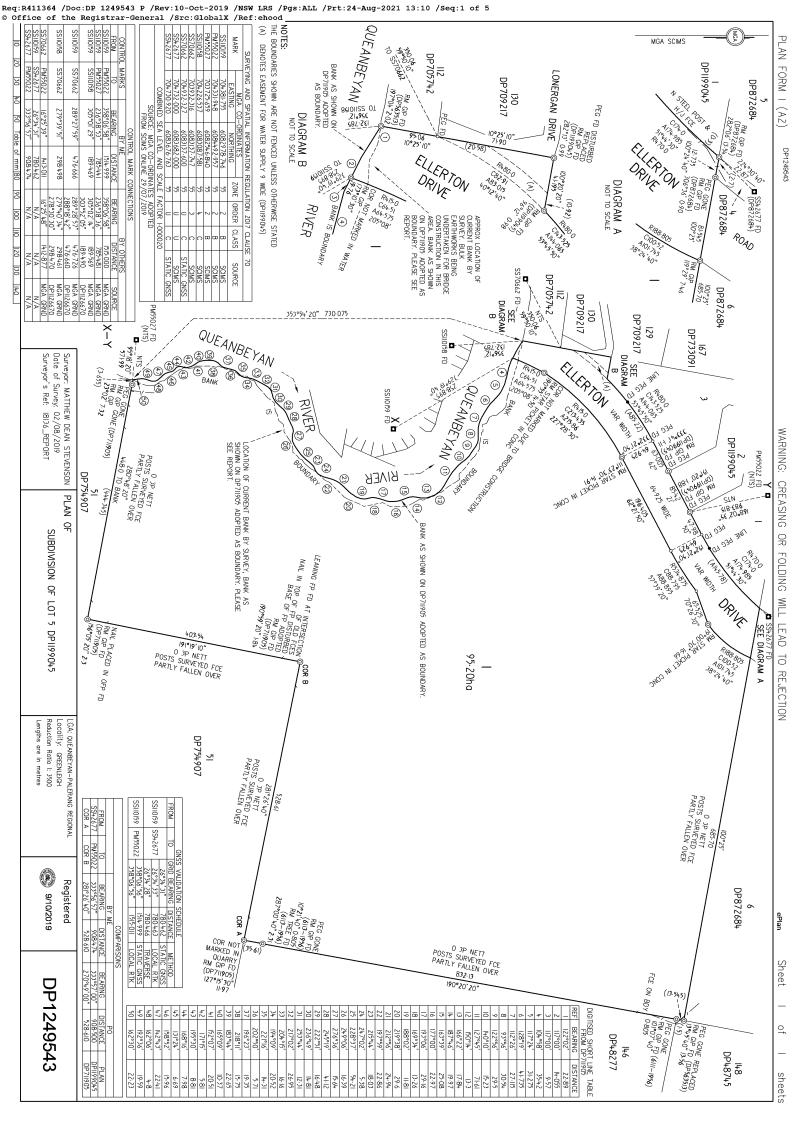
*** END OF SEARCH ***

ehood

PRINTED ON 24/8/2021

Obtained from NSW LRS on 24 August 2021 01:10 PM AEST

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Req:R411364 /Doc:DP 1249543 P /Rev:10-Oct-2019 /NSW LRS /Pgs:ALL /Prt:24-Aug-2021 13:10 /Seq:2 of 5 © Office of the Registrar-General /Src:GlobalX /Ref:ehood ePlan

PLAN FORM 6 (2018)	DEPOSITED PLAN A	Sheet 1 of 4 sheet(s)	
Office Use Only			Office Use Only
Registered: 9/10/2019		DP124	9543
Title System: TORRE	:NS		
PLAN OF		LGA: QUEANBEYAN-PAL	ERANG REGIONAL
		Locality: GREENLEIGH	
SUBDIVISION OF L	OT 5 DP1199045	Parish: QUEANBEYAN	
		County: MURRAY	
Survey Ce	rtificate	Crown Lands NSW/Weste	ern Lands Office Approval
I, MATTHEW DEAN STEVENSON		1,	
of LONERGAN SURVEYING PTY LT		approving this plan certify that all ne allocation of the land shown herein h	
a surveyor registered under the Surve 2002, certify that:	ying and Spatial Information Act	Signature:	
*(a) The land shown in the plan was so Surveying and Spatial Information		Date:	
and the survey was completed on		File Number:	
*(b) The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in		Office:	
accordance with that Regulation, o		Subdivision	
*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.		I, <u>Circulate Hartor</u> *Authorised Person/*General Manage	ger/*Accredited Gertifier, certify that
Datum Line: X – Y		the provisions of section 6.15 Environment Act 1979 have been satisfied in rela	
Type: * Urban/ *Rural \ \ \ \ \		new road or reserve set out herein.	,
The terrain is *Level-Undulating / *Ster	•	Signature:	
	Dated: \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Accreditation number: MA	Sterana Regional Courcil
Surveyor Identification No: 8703 Surveyor registered under the Surveyi		Consent Authority: Consent Autho	Hember 2019
2002		Subdivision Certificate number:	50-2019-1010
		File number:	
*Strike out inappropriate words.			
**Specify the land actually surveyed or specific is not the subject of the survey.	ecify any land shown in the plan that	+O. I. H. a. th. Channellankin	
		*Strike through if inapplicable.	
Plans used in the preparation of survey/compilation. 6111-1956, 6113-1956, DP563513, DP711905, DP872684, DP1199045		Statements of intention to dedicate pland drainage reserves, acquire/resu	
,		PLEASE SE	E SHEET 2
		Cionaturas Casta and Castinia Of	OD Statements should annear an
Surveyor's Reference: 18136_REPORT		Signatures, Seals and Section 88 PLAN FO	

Req:R411364 /Doc:DP 1249543 P /Rev:10-Oct-2019 /NSW LRS /Pgs:ALL /Prt:24-Aug-2021 13:10 /Seq:3 of 5 © Office of the Registrar-General /Src:GlobalX /Ref:ehood ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN AI	DMINISTRATION SHEET Sheet 2 of 4 sheet(s)
Office Use Only Registered: 9/10/2019	Office Use Only DP1249543
SUBDIVISION OF LOT 5 DP1199045 Subdivision Certificate number: SC. 2019, 1010 Date of Endorsement: 13 September 2019	 This sheet is for the provision of the following information as required: A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals- see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

IT IS INTENDED TO DEDICATE ELLERTON DRIVE TO THE PUBLIC AS PUBLIC ROAD SUBJECT TO THE EXISTING EASEMENT FOR WATER SUPPLY 9 WIDE (DP1199045)

If space is insufficient use additional annexure sheet

1/2

Surveyor's Reference: 18136_REPORT

Req:R411364 /Doc:DP 1249543 P /Rev:10-Oct-2019 /NSW LRS /Pgs:ALL /Prt:24-Aug-2021 13:10 /Seq:4 of 5 © Office of the Registrar-General /Src:GlobalX /Ref:ehood ePlan Sheet 3 of 4 sheet(s) DEPOSITED PLAN ADMINISTRATION SHEET PLAN FORM 6A (2017) Office Use Only Office Use Only DP1249543 9/10/2019 Registered: **PLAN OF SUBDIVISION OF LOT 5 DP1199045** This sheet is for the provision of the following information as required: A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Statements of intention to create and release affecting interests in Subdivision Certificate number: SC-2019-1010 accordance with section 88B Conveyancing Act 1919 Signatures and seals- see 195D Conveyancing Act 1919 Date of Endorsement: 13 September 2019 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. Registered Proprietor Execution: Executed by Marksman Developments Pty Ltd (ACN 008 481 392) in accordance with section 127 (1) of the Corporations Act 2001 by or in the presence of Signature of Authorise A Person Signature of Authorised Person Kosemane Woebert Name of Authorised Person Name of Author/sed Person

Sou Director

Authority

Authority

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18136_REPORT



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PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4

of 4 sheet(s)

stored:

Office Use Only

Office Use Only

Registered:

9/10/2019

PLAN OF

SUBDIVISION OF LOT 5 DP1199045

Subdivision Certificate number: SC 2019 1010

Date of Endorsement: 13 September 2019

DP1249543

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses See 60(c) SSI Regulation 2017
 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet
 1 of the administration sheets.

Lot	Street number	Street name	Street type	Locality
1	28	Lonergan	Drive	Greenleigh

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18136_REPORT

10



QUEANBEYAN-PALERANG REGIONAL COUNCIL Planning Certificate issued under Section 10.7(2&5) Environmental Planning and Assessment Act 1979

Certificate No.: PL.2021.2675
Your Reference: 2000N-59391
Date of Issue: 07 September 2021

The Search People GPO Box 1585 SYDNEY NSW 2001

ess@thesearchpeople.com.au

Property Number	355057
Property Address:	28 Lonergan Drive GREENLEIGH NSW 2620
Legal Description:	Lot 1 DP 1249543

This certificate is provided under Section 10.7(2&5) of the Act. At the date of this certificate, the subject land is affected by the following matters.

Notes:

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

Disclaimer:

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

1. Names of relevant instruments and development control plans

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

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

- State Environmental Planning Policy No 21 Caravan Parks
- State Environmental Planning Policy No 33 Hazardous and Offensive Development
- State Environmental Planning Policy No 36 Manufactured Home Estates
- State Environmental Planning Policy No 50 Canal Estate Development
- State Environmental Planning Policy No 55 Remediation of Land
- State Environmental Planning Policy No 64 Advertising and Signage
- State Environmental Planning Policy No 65 Design Quality of Residential Apartment Development
- State Environmental Planning Policy No 70 Affordable Housing (Revised Schemes)
- State Environmental Planning Policy (Affordable Rental Housing) 2009
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Concurrences and Consents) 2018
- State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
- State Environmental Planning Policy (Infrastructure) 2007
- State Environmental Planning Policy (Koala Habitat Protection) 2021
- State Environmental Planning Policy (Mining, Petroleum Production & Extractive Industries) 2007
- State Environmental Planning Policy (Primary Production and Rural Development) 2019
- State Environmental Planning Policy (State and Regional Development) 2011
- State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017 www.legislation.nsw.gov.au/#/browse/inForce/EPIs/S www.legislation.nsw.gov.au/#/view/EPI/2012/576/full
- (2)The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Yes: Draft Queanbeyan-Palerang Local Environmental Plan 2020 www.planningportal.nsw.gov.au/ppr/finalisation/queanbeyan-palerang-regional-council-comprehensive-lep

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

- Draft State Environmental Planning Policy (Environment)
- Draft State Environmental Planning Policy (Housing Diversity) 2020
- Remediation of Land State Environmental Planning Policy
- State Environmental Planning Policy No 21 Caravan Parks
- State Environmental Planning Policy No 33 Hazardous and Offensive Development
- State Environmental Planning Policy No 36 Manufactured Home Estates State Environmental Planning Policy No 55 Remediation of Land
- State Environmental Planning Policy No 65 Design Quality of Residential Apartment Development
- State Environmental Planning Policy No 70 Affordable Housing (Revised Schemes)
- State Environmental Planning Policy (Affordable Rental Housing) 2009
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- State Environmental Planning Policy (Exempt and Complying Development Code) 2008
- State Environmental Planning Policy (Housing) 2021
- State Environmental Planning Policy (Infrastructure) 2007
- State Environmental Planning Policy (Mining, Petroleum Production & Extractive Industries) 2007
- State Environmental Planning Policy (Primary Production and Rural Development) 2019
- State Environmental Planning Policy (State and Regional Development) 2011

www.planningportal.nsw.gov.au/draftplans

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

Lot 1 DP 1249543

Queanbeyan Development Control Plan 2012

2. Zoning and land use under relevant LEPs

(a) Identity of the zone:

Lot 1 DP 1249543 E2 Environmental Conservation (part)
Lot 1 DP 1249543 E4 Environmental Living (part)
Lot 1 DP 1249543 RE1 Public Recreation (part)
Lot 1 DP 1249543 W1 Natural Waterways (part)

E2 Environmental Conservation - Queanbeyan Local Environmental Plan 2012

(b) Permitted without consent

Environmental protection works; Extensive agriculture; Home-based child care.

(c) Permitted with consent

Bed and breakfast accommodation; Environmental facilities; Information and education facilities; Oyster aquaculture; Research stations; Roads.

(d) Prohibited

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Pond-based aquaculture; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Tank-based aquaculture; Warehouse or distribution centres; Any other development not specified in item (b) or (c).

E4 Environmental Living - Queanbeyan Local Environmental Plan 2012

(b) Permitted without consent

Environmental protection works; Extensive agriculture; Home-based child care; Home occupations.

(c) Permitted with consent

Bed and breakfast accommodation; Building identification signs; Business identification signs; Community facilities; Dwelling houses; Emergency services facilities; Environmental facilities; Farm buildings; Flood mitigation works; Garden centres; Home businesses; Home industries; Information and education facilities; Landscaping material supplies; Oyster aquaculture; Plant nurseries; Pond-based aquaculture; Research stations; Roads; Secondary dwellings; Tank-based aquaculture; Water reticulation systems.

(d) Prohibited

Industries; Service stations; Warehouse or distribution centres; any other development not specified in item (b) or (c).

RE1 Public Recreation - Queanbeyan Local Environmental Plan 2012

(b) Permitted without consent

Environmental protection works; Flood mitigation works.

(c) Permitted with consent

Aquaculture; Building identification signs; Camping grounds; Car parks; Caravan parks; Cemeteries; Centre-based child care facilities; Community facilities; Environmental facilities; Information and education facilities; Kiosks; Markets; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Respite day care centres; Restaurants or cafes; Roads; Water recreation structures.

(d) Prohibited

Any development not specified in item (b) or (c).

W1 Natural Waterways - Queanbeyan Local Environmental Plan 2012

(b) Permitted without consent

Environmental protection works.

(c) Permitted with consent

Aquaculture; Environmental facilities; Flood mitigation works; Water recreation structures; Water supply systems.

(d) Prohibited

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item (b) or (c).

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

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

Lot 1 DP 1249543 There are no additional uses permitted on this land.

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

E2 Environmental Conservation (part)

Lot 1 DP 1249543	Minimum lot size is 600 square metres.
Lot 1 DP 1249543	Minimum lot size is 15000 square metres.
Lot 1 DP 1249543	Minimum lot size is 40 hectares.
Lot 1 DP 1249543	Minimum lot size is 800 square metres.
	Not applicable. These developments are prohibited on
	this land.

E4 Environmental Living (part)

Lot 1 DP 1249543	Minimum lot size is 600 square metres.
Lot 1 DP 1249543	Minimum lot size is 15000 square metres.
Lot 1 DD 12/05/3	Minimum lot ciza is 40 hactares

Lot 1 DP 1249543 Minimum lot size is 40 hectares.

Lot 1 DP 1249543 Minimum lot size is 800 square metres

unless the land is:

- (1) a lot created under the *Queanbeyan Local Environmental Plan 2012* (other than under clause 4.2(3)) or
- (2) a lot resulting from a subdivision for which development consent (or equivalent) was granted before the commencement of the *Queanbeyan Local Environmental Plan 2012* and on which the erection of a dwelling house would have been permissible if the plan of subdivision had been registered before that commencement.

RE1 Public Recreation (part)

Lot 1 DP 1249543 No minimum lot size applicable.

Not applicable. These developments are prohibited on

this land.

W1 Natural Waterways (part)

Lot 1 DP 1249543 Minimum lot size is 40 hectares.

Not applicable. These developments are prohibited on

this land.

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

Lot 1 DP 1249543 No. None of the land includes or comprises critical

habitat.

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

Lot 1 DP 1249543 No. The land is not in a Heritage Conservation Area or a

State Conservation Area.

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

Lot 1 DP 1249543 Yes. Council is aware of an item of local environmental

heritage that is located on the land.

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

Whether the land is within any zone under:

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

Not applicable.

3. Complying Development

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

E2 Environmental Conservation (part)

Lot 1 DP 1249543

No. Under NSW legislation [clause 1.17A(1)(e) of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, No complying development may be carried out on this land because the land is in an environmentally sensitive area.

The land is environmentally sensitive because it is within the Scenic Protection Area of *Queanbeyan Local Environmental Plan 2012*.

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

E2 Environmental Conservation (part)

Lot 1 DP 1249543

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

- Housing Alterations Code (Part 4)
- General Development Code (Part 4A)
- Commercial and Industrial Alterations Code (Part 5)
- Subdivisions Code (Part 6)
- Demolition Code (Part 7)
- Fire Safety Code (Part 8)

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

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

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

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

- Housing Code (Part 3)
- Rural Housing Code (Part 3A)
- Low Rise Housing Diversity Code (Part 3B)
- Greenfield Housing Code (Part 3C)
- Inland Code (Part 3D)
- Commercial and Industrial (New Buildings and Additions) Code (Part 5A)
- Container Recycling Facilities Code (Part 5B)

E2 Environmental Conservation (part)

Lot 1 DP 1249543

No. Under NSW legislation [clause 1.19(3A) of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008], the following complying development may not be carried out on this land because an item of environmental heritage is located on the land:

- Housing Alterations Code (Part 4)
- General Development Code (Part 4A)
- Commercial and Industrial Alterations Code (Part 5)
- Subdivision Code (Part 6)
- Demolition Code (Part 7)
- Fire Safety Code (Part 8)

If complying development under any of these codes above is being considered to be carried out on this land, the applicant is advised to check the provisions of clauses 1.17 1.17A, 1.18, 1.19 and 1.20 of this policy to confirm that complying development is possible: https://www.legislation.nsw.gov.au/#/view/EPI/2008/572/full

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

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

- . Housing Code (Part 3)
- Rural Housing Code (Part 3A)
- Low Rise Housing Diversity Code (Part 3B)
- Greenfields Housing Code (Part 3C)
- Inland Code (Part 3D)
- Commercial and Industrial (New Buildings and Additions) Code (Part 5A)
- Container Recycling Facilities Code (Part 5B)

E4 Environmental Living (part)

Lot 1 DP 1249543

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

- Housing Alterations Code (Part 4)
- General Development Code (Part 4A)
- Commercial and Industrial Alterations Code (Part 5)
- Subdivisions Code (Part 6)
- Demolition Code (Part 7)
- Fire Safety Code (Part 8)

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

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

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

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

- Housing Code (Part 3)
- Rural Housing Code (Part 3A)
- Low Rise Housing Diversity Code (Part 3B)
- Greenfield Housing Code (Part 3C)
- Inland Code (Part 3D)
- Commercial and Industrial (New Buildings and Additions) Code (Part 5A)
- Container Recycling Facilities Code (Part 5B)

E4 Environmental Living (part)

Lot 1 DP 1249543

No. Under NSW legislation [clause 1.19(3A) of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008], the following complying development may not be carried out on this land because an item of environmental heritage is located on the land:

- Housing Alterations Code (Part 4)
- General Development Code (Part 4A)
- Commercial and Industrial Alterations Code (Part 5)
- Subdivision Code (Part 6)
- Demolition Code (Part 7)
- Fire Safety Code (Part 8)

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

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

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

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

- Housing Code (Part 3)
- Rural Housing Code (Part 3A)
- Low Rise Housing Diversity Code (Part 3B)
- Greenfields Housing Code (Part 3C)
- Inland Code (Part 3D)
- Commercial and Industrial (New Buildings and Additions) Code (Part 5A)
- Container Recycling Facilities Code (Part 5B)

RE1 Public Recreation (part)

Lot 1 DP 1249543

Yes. Under NSW legislation [State Environmental Planning Policy (Exempt and Complying Development Codes) 2008], complying development may be able to be carried out under the following codes:

- Housing Alterations Code (Part 4)
- General Development Code (Part 4A)
- Commercial and Industrial Alterations Code (Part 5)
- Subdivisions Code (Part 6)
- Demolition Code (Part 7)
- Fire Safety Code (Part 8)

If complying development under any of these codes above is being considered to be carried out on this land, the applicant is advised to check the provisions of clauses 1.17, 1.17A, 1.18, 1.19 and 1.20 of this policy to confirm that complying development is possible: https://www.legislation.nsw.gov.au/#/view/EPI/2008/572/full

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

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

- Housing Code (Part 3)
- Rural Housing Code (Part 3A)
- Low Rise Medium Density Housing Code (Part 3B)
- Greenfield Housing Code (Part 3C)
- Inland Code (Part 3D)
- Commercial and Industrial (New Buildings and Additions) Code (Part 5A)
- Container Recycling Facilities Code (Part 5B)

W1 Natural Waterways (part)

Lot 1 DP 1249543

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

- Housing Code (Part 3)
- Rural Housing Code (Part 3A)
- Low Rise Medium Density Housing Code (Part 3B)
- Greenfield Housing Code (Part 3C)
- Inland Code (Part 3D)
- Housing Alterations Code (Part 4)
- General Development Code (Part 4A)
- Commercial and Industrial Alterations Code (Part 5)
- Commercial and Industrial (New Buildings and Additions) Code (Part 5A)
- Container Recycling Facilities Code (Part 5B)
- Subdivisions Code (Part 6)
- Demolition Code (Part 7)
- Fire Safety Code (Part 8)

4, 4A. Repealed

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

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

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

5. Mine subsidence

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

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

6. Road widening and road realignment

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

Lot 1 DP 1249543 Yes. The land is affected by a road widening or road

realignment under the Roads Act 1993.

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

Lot 1 DP 1249543 No. The land is not affected by any road widening or road

realignment under any environmental planning

instrument.

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

Lot 1 DP 1249543 No. The land is not affected by a road widening or road

realignment under a resolution of Council.

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

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

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

Lot 1 DP 1249543

Council has received previous reports, remedial actions plans and site audit statements indicating there is significant land contamination at the site from past mining and agricultural activities.

In 2020, Council obtained a copy of the document: Report on Updated Contamination Assessment, Douglas Partners, September 2020 (doc ref 88224.06.R.001.Rev1).

This report was issued after Douglas Partners conducted additional site visits and sampling in July 2020. From this report, Council noted that:

- 1. Two additional sites were identified (a mine and a limekiln) which are located in the proposed residential areas. These two additional areas of environmental concern need to be included into the existing Remedial Action Plans for the site.
- 2. Soil samples collected exceeded residential health investigation levels (HIL) and environmental investigation levels for heavy metals including zinc, cadmium and lead.
- 3. Fragments of cement sheeting were found that contain bonded asbestos. The human health risk from the bonded asbestos sheeting to be minimal and that their removal can be managed through a construction environmental management plan (CEMP).

Council is aware of the following recommendations from the 2020 Douglas Partners report:

- The Remedial Action Plan prepared by Coffey (June 2010) should be updated to reflect regulatory changes and include remediation and management details for the additional mine site (AEC4), lime kiln (AEC 5) and areas surround sample RE34 (located in proposed residential area).
- The Remedial Action Plan prepared by Coffey (December 2009) should be updated to reflect changes in regulatory framework and legislation.
- Remediation, validation and management actions detailed in the updated Remedial Action Plans should be implemented.
- Mine site 3 and 4 are not suitable for residential development, and that access to these areas is unsafe and should be restricted until remediation.

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

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

Yes. Council is aware of a policy adopted by a public authority that restricts the development of the land due to the risk of bushfire. Refer to clause 11 of this certificate.

7A. Flood related development controls

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

Lot 1 DP 1249543 Yes. The land or part of the land is within the flood

planning area and is subject to flood related

development controls.

(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 1 DP 1249543

No.

8. Land reserved for acquisition

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

Lot 1 DP 1249543 No. Council is not aware of any environmental planning

instrument or proposed environmental planning instrument that makes provision for the acquisition of

the land by a public authority.

9. Contributions plans

The name of each Contributions plan applying to the land.

Lot 1 DP 1249543 Queanbeyan City Council Section 94 Contributions

Plan 2012.

Lot 1 DP 1249543 Queanbeyan Section 94 Contributions Plan for

Extractive Industry 2014.

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

9A. Biodiversity certified land

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

Lot 1 DP 1249543 No. Council has not been notified that the land is

biodiversity certified under the Biodiversity

Conservation Act 2016.

10. Biodiversity stewardship sites

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

Lot 1 DP 1249543 No. Council has not been notified that the land is a

biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity

Conservation Act 2016.

10A. Native vegetation clearing set asides

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

Lot 1 DP 1249543 No. Council has not been notified that the land

contains a set aside area or it is registered in the public

register under the Local Land Services Act 2013.

11. Bush fire prone land

Whether the land is bush fire prone land.

Lot 1 DP 1249543 Yes. The land is fully bush fire prone as defined in

Section 10.3 of the Environmental Planning and

Assessment Act 1979.

Refer to the relevant Development Control Plan [see

clause 1(3) of this certificate].

12. Property Vegetation Plans

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

Lot 1 DP 1249543 No. Council has not been notified of a property

vegetation plan under the Native Vegetation Act 2003

that applies to the land.

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

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

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

14. Directions under Part 3A

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

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

15. Site compatibility certificates and conditions for seniors housing

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

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

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

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

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

17. Site compatibility certificates and conditions for affordable rental housing

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

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

18. Paper subdivision information

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

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

19. Site verification certificate

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

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

20. Loose-fill asbestos insulation

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

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

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

Some buildings located in the Queanbeyan-Palerang local government area have been identified as containing loose-fill asbestos insulation (sometimes referred to as "Mr Fluffy" insulation), for example, in the roof space. You should make your own enquiries as to the age of the buildings on the land to which this certificate relates. If the land contains a building constructed prior to 1980, Queanbeyan-Palerang Regional Council strongly recommends that any potential purchaser obtains advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land; and, if so, the health risks (if any) this may pose for the building's occupants. Contact NSW Fair Trading for further information: https://www.fairtrading.nsw.gov.au/housing-and-property/loose-fill-asbestos-insulation

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.

21. Affected building notices and building product rectification orders

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

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

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

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

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

Not applicable.

Additional Notes

Aircraft Noise

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

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

Additional matters prescribed by section 59(2) of the 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 1 DP 1249543 No. Council is not aware that the land is significantly contaminated.

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

Lot 1 DP 1249543 No. Council is not aware that the land is subject to a management order.

(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 1 DP 1249543 No. Council is not aware that the land is subject to an approved voluntary management order.

(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 1 DP 1249543 No. Council is not aware that the land is subject to an ongoing maintenance order.

(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 1 DP 1249543 Yes. This land is subject to a Site Audit Statement.

Refer to Clause 7 of this certificate.

Additional information provided in accordance with section 10.7(5) of the *Environmental Planning and Assessment Act 1979*

Vegetation Clearing

There are restrictions on the clearing of vegetation on the land. Refer to:

- State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017,
- Biodiversity Conservation Act 2016,
- Local Land Services Act 2013.
- relevant Development Control Plan [see clause 1(3) of this certificate],
- clause 10A of this certificate if a native vegetation set aside area applies,
- clause 12 of this certificate if a property vegetation plan applies.

Loose Fill Asbestos

If the land to which this certificate relates contains a building constructed prior to 1980, the Council strongly recommends that any potential purchaser obtain advice from an appropriately qualified expert as to 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. Prospective purchasers may also wish to ask the current owner if the property has previously been inspected under the NSW WorkCover ceiling insulation testing program. Further information about loose fill asbestos insulation (including information about the NSW WorkCover ceiling insulation testing scheme) can be found at:

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

Road Access in Non-Urban Areas

Lot 1 DP 1249543

Not applicable. The land is located in an urban area. https://www.qprc.nsw.gov.au/Services/Roads-and-footpaths

Development Approvals

Some information of previous development applications may be available. Provided there is evidence of ownership or written approval from the land owner, applicants can request to inspect the paper property files of this property at 256 Crawford Street, Queanbeyan NSW. Please allow 1-2 days' notice for Council to retrieve the records after making a telephone call. Applicants can view the property file free-of-charge, with a small fee if the applicant requires paper copies of any record.

ISSUE DETAILS

Certificate No: PL.2021.2675

Checked: CK.

M J Thompson

Portfolio General Manager Natural and Built Character

Queanbeyan-Palerang Regional Council

Per.....

07 September 2021



QPRC:GB

Certificate Number: ENG.2020.2043

18 August 2020

The Search People GPO Box 1585 SYDNEY NSW 2001

Dear Sir/Madam

RE: Application for Sewer Drainage Diagram

28 LONERGAN DRIVE GREENLEIGH NSW 2620 LOT 1 DP 1249543

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

Council's records indicate that this property is not serviced by a Council sewer and accordingly a sewer diagram is not available.

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

Yours faithfully

M J Thompson

Portfolio General Manager Natural and Built Character

Encl



Enquiry ID
Agent ID
Issue Date
Correspondence ID
Your reference

3575478 81290352 29 Sep 2021 1733869190 1074476

GLOBALX INFORMATION PTY LTD GPO Box 2746 BRISBANE QLD 4001

Land Tax Certificate under section 47 of the Land Tax Management Act, 1956.

This information is based on data held by Revenue NSW.

Land ID Land address Taxable land value

D1249543/1 28 LONERGAN DRVE GREENLEIGH 2620 NOT AVAILABLE

There is no land tax (including surcharge land tax) charged on the land up to and including the 2021 tax year.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online servce at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries 8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906 Help in community languages is available.