

# Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

<b>VENDOR</b>	Peet Jumping Creek Pty Ltd ACN 633 663 760
<b>PROPERTY</b>	LOT 1122, Stage 1, 28 Lonergan Drive, Greenleigh NSW 2620

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type:

DETAILS					
Completion	Clause 36		Refer to clause(s):	Clause 36	
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Refer to clause(s):	Clause 37
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Clause 9 Clause 39 interest on delayed completion and notice to complete fee.		
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA 109-2019		
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	Queanbeyan-Palerang Regional Council		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(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 ( <i>select all that apply</i> ).	
<input checked="" type="checkbox"/> draft plan <input checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan <input type="checkbox"/> proposed schedule of finishes <input type="checkbox"/> draft strata by-laws <input type="checkbox"/> draft strata development contract	<input type="checkbox"/> draft community/precinct/neighbourhood/management statement <input type="checkbox"/> draft community/precinct/neighbourhood/development contract <input type="checkbox"/> draft strata management statement <input type="checkbox"/> draft building management statement

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Ian McNamee &amp; Partners Pty Ltd ABN 47074020563</b> 2-4 Rutledge Street, Queanbeyan NSW 2620 <a href="mailto:admin@mcnamee.com.au">admin@mcnamee.com.au</a>	phone 02 6297 5555 fax 02 6297 5823 ref
co-agent	Not Applicable	
Vendor	<b>Peet Jumping Creek Pty Ltd ACN 633 663 760</b> PO Box 1000, Civic Square ACT 2608	
vendor's solicitor	<b>HWL Ebsworth Lawyers</b> Level 14, Australia Square, 264-278 George Street, Sydney NSW 2000 GPO Box 5408, Sydney NSW 2001 email: <a href="mailto:PeetNSW@hwle.com.au">PeetNSW@hwle.com.au</a>	phone +61 2 9334 8555 fax 1300 369 656 ref AJB:TN:1013795
date for completion	The date specified in clause 36	
land (address, plan details and title reference)	<b>Lot 1122, Stage 1, 28 Lonergan Drive, Greenleigh NSW 2620</b> Plan: Lot 1122 in an unregistered plan (copy attached) being part of Lot 1 in Deposited Plan 1249543 Title: Part Folio Identifier 1/1249543 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input checked="" type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

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

inclusions	Nil	
exclusions		
purchaser		
guarantor		
purchaser's		phone
<input type="checkbox"/> solicitor		fax
<input type="checkbox"/> conveyancer		ref
price		<b>inclusive of GST</b>
deposit	_____	(10% of the price, unless otherwise stated)
balance	_____	
contract date		(if not stated, the date this contract was made)

buyer's agent

## REFER TO EXECUTION PAGE

vendor

witness

REFER TO EXECUTION PAGE

**GST AMOUNT** (optional)  
The price includes GST.

purchaser

JOINT TENANTS  tenants in common  in unequal shares

witness

**Choices**

Vendor agrees to accept a **deposit bond** (clause 3)  NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 69) PEXA

**Electronic transaction** (clause 69)  no  YES

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

Parties agree that the deposit be invested (clause 2.9)  NO  yes

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

**Land tax** is adjustable  NO  yes

**GST:** Taxable supply  NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply  NO  yes

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

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

Purchaser must make an *GSTRW payment*: (residential withholding payment)  NO  yes  
(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice no later than 10 days before the date for completion.

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name: 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 ACT 2601

Supplier's email address: [canberra@peet.com.au](mailto: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 withholding rate):

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

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

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

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

**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)

**GUARANTOR**

**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**

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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**

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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

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

## WARNINGS

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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

## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

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

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

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



**20 Miscellaneous**

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

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

**24 Tenancies**

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

**25 Qualified title, limited title and old system title**

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

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

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

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

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

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

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

**Peet Jumping Creek Pty Ltd**

**Stage 1 - Jumping Creek**

**Special Conditions**

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Level 14, Australia Square, 264-278 George Street, Sydney NSW 2000 Australia  
GPO Box 5408, Sydney NSW 2001 Australia  
DX 129 Sydney

Telephone +61 2 9334 8555  
Facsimile 1300 369 656 (Australia) +61 2 9037 0055 (International)  
hwlebsworth.com.au



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## Additional Provisions

### 33. Definitions, interpretation and general

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#### 33.1 Definitions

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

<b>Authority</b>	means any government, semi-government, statutory, public or other Consent Authority.
<b>Bank Guarantee</b>	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.
<b>Conditions Precedent</b>	means: (a) registration of the Documents; and (b) if not previously served by the vendor, notification of Material Change to Disclosure Statement.
<b>Conditions Precedent Notice</b>	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.
<b>Consent Authority</b>	means the relevant authority, JRPP, Council or court having jurisdiction over the Development Site and/or the property.
<b>Council</b>	Queanbeyan-Palerang Regional Council or its successor.
<b>Development Activities</b>	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.

<b>Foreign Person</b>	has the same meaning given in the <i>Foreign Acquisitions and Takeover Act 1975</i> (Cth).
<b>Grading and Fill Plan</b>	means the plan attached at Schedule 4.
<b>Interest Rate</b>	means ten (10%) per annum.
<b>JRPP</b>	means Joint Regional Planning Panel.
<b>Material Change</b>	<p>means a change to the Disclosure Statement is such a change that the purchaser:</p> <ul style="list-style-type: none"> <li>(a) would not have entered into the contract had the purchaser been aware of the change in the Disclosure Statement; and</li> <li>(b) would be materially prejudiced to the change in the Disclosure Statement</li> </ul> <p>but the purchaser acknowledges and agrees that a Material Change does not mean any of the matters specified in sub-clauses (c) to (d) of the definition arising from:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(d) a change in the proposed lot number of the Property.</li> </ul>
<b>Planning Agreement</b>	means a planning agreement pursuant to the Environmental Planning and Assessment Act 1979.
<b>Prohibited Entity</b>	<p>means any person or entity which:</p> <ul style="list-style-type: none"> <li>(a) is a "terrorist organisation" as defined in part 5.3 of the Criminal Code Act 1995 (Cth);</li> <li>(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</li> <li>(c) is on any other list of terrorists or terrorist organisations maintained by the Australian Department of Foreign</li> </ul>

Affairs and Trade or under any law.

<b>Registration</b>	means registration at Land and Property Information NSW by the Registrar General.
<b>Registration Sunset Date</b>	is the date specified in Schedule 1.
<b>Related Body Corporate</b>	has the meaning it has in the <i>Corporations Act 2001</i> (Cth).
<b>Restricted Matters:</b>	means: <ul style="list-style-type: none"><li>(a) the exercise of any of the vendor's rights;</li><li>(b) the carrying out of any of the vendor's obligations;</li><li>(c) anything required to effect the Registration of the plans and documents referred to in clause 37.1, or other matter;</li><li>(d) staged development of the Development Site;</li><li>(e) any development application or modification application to any Authority and any subsequent agreement or appeal;</li><li>(f) the provision of services including water, sewerage, drainage, electricity and telecommunications and any contract arrangement with a service provider;</li><li>(g) the subject matter of any intention of the vendor under or as disclosed or referred to in this contract; and</li><li>(h) any other matter or thing required by the vendor to give effect to this contract disclosed or referred to in this contract;</li><li>(i) the subdivision, sale or addition to the Development Site;</li><li>(j) creation of additional lots in the Development Site;</li><li>(k) adjusting the boundaries of the Development Site;</li><li>(l) granting or accepting any easement, restriction on use or positive covenant; and</li><li>(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.</li></ul>
<b>Subdivision Plan</b>	means the draft subdivision plan of the Development Site a copy

of which is attached at Schedule 3.

**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

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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 purchaser - within 10 days after the day on which the vendor serves notice of registration of the Documents.*

(k) deleting clauses 7.1.1;

(l) 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

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### 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

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### 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

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### 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

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### 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. Late completion

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### 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;
- (c) 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

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### 40.1 Development of the Development Site

Subject to the Act, the vendor discloses:

- (a) The Development Activities may:
  - (i) 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;

- (b) 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

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- 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**);
  - (c) 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

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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

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- 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.
- 43.4 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

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- 44.1 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.
- 44.2 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.

45.4 The vendor may rescind or terminate this contract under this clause 45, without affecting any of its other rights.

## 46. Agent

---

46.1 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

---

- 47.1 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

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- 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

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

## 50. Council rates

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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

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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

---

53.1 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.

- 53.6 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.
- 53.7 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

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- 54.1 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.
- 54.4 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 of 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

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- 59.1 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.
- 59.3 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

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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

---

- 61.1 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.
- 61.2 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.
- 61.3 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

---

- 62.1 The vendor discloses and the purchaser acknowledges that the purchaser is aware that the property:
- (a) 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.
- 62.2 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

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- 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.

63.2 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

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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.

64.2 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

---

65.1 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.

65.2 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](http://www.googong.net).

65.4 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.
- 66.2 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.
- 66.4 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.

- 66.6 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

---

- 67.1 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.
- 67.3 The parties agree that the Electronic Completion will be conducted in an Electronic Workspace created by the Vendor.
- 67.4 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.
- 67.5 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.
- 67.7 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:
- (a) 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.
- 67.14 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.
- 67.17 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

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### 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

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- 69.1 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.
- 69.5 This clause does not limit any other rights or remedies the vendor may have either at law, in equity or under this contract.

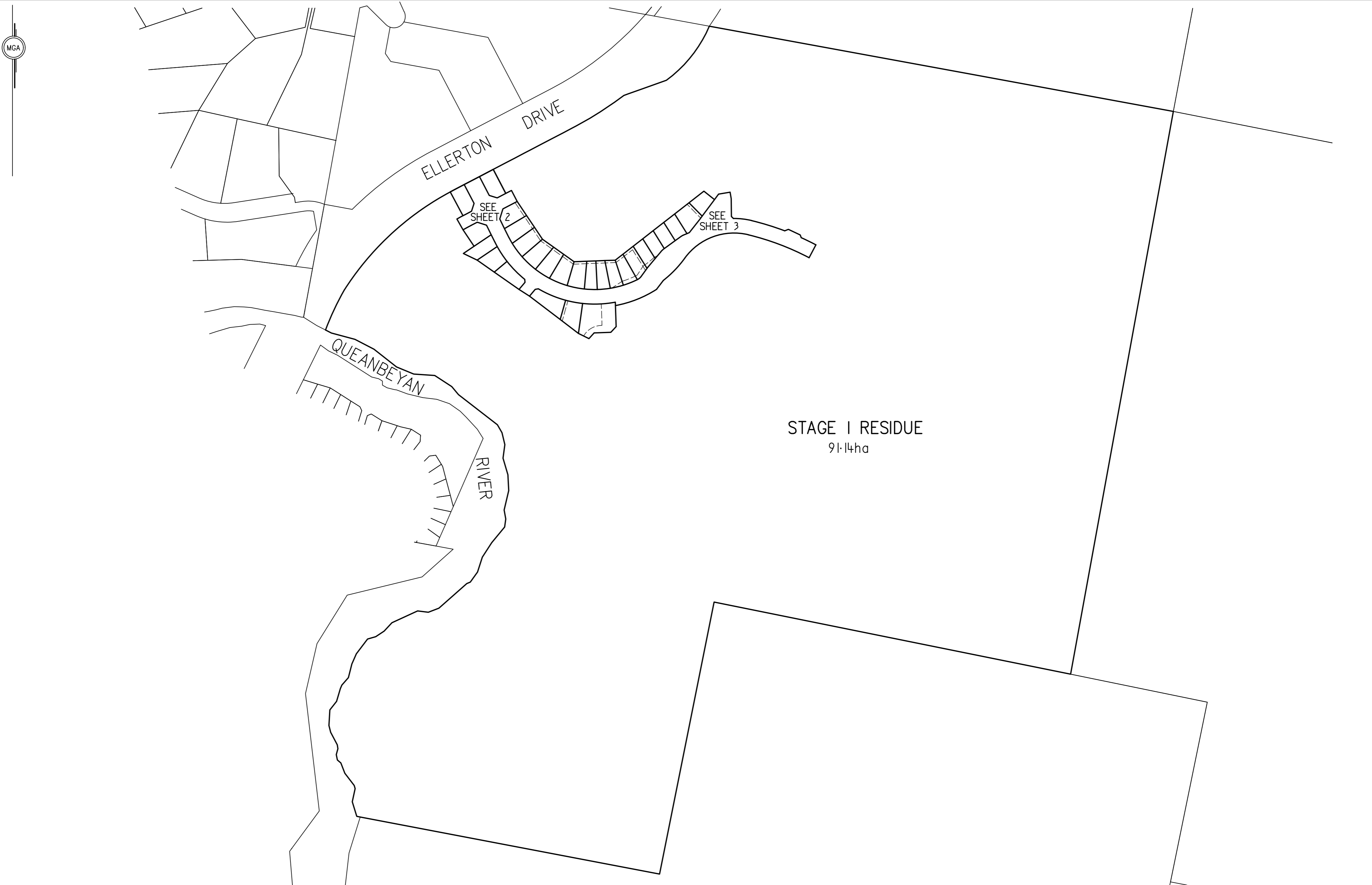
## Schedule 1      Registration Sunset Date (clause 37)

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



NOTES:  
 ALL DIMENSIONS AND AREAS SHOWN ARE APPROXIMATE AND SUBJECT TO SURVEY,  
 COUNCIL APPROVAL AND FINAL DESIGN  
 ALL EASEMENTS SHOWN ARE APPROXIMATE AND SUBJECT TO SURVEY, COUNCIL  
 APPROVAL AND FINAL DESIGN

Surveyor: MATTHEW DEAN STEVENSON  
 Revision Date: 20/01/2022  
 Surveyor's Ref: 18116

PLAN OF  
 SUBDIVISION OF LOT 1 DPI249543

LGA: QUEANBEYAN-PALERANG REGIONAL  
 Locality: GREENLEIGH  
 Reduction Ratio 1:3500  
 Lengths are in metres

Registered

STAGE 1



ELLERTON DRIVE

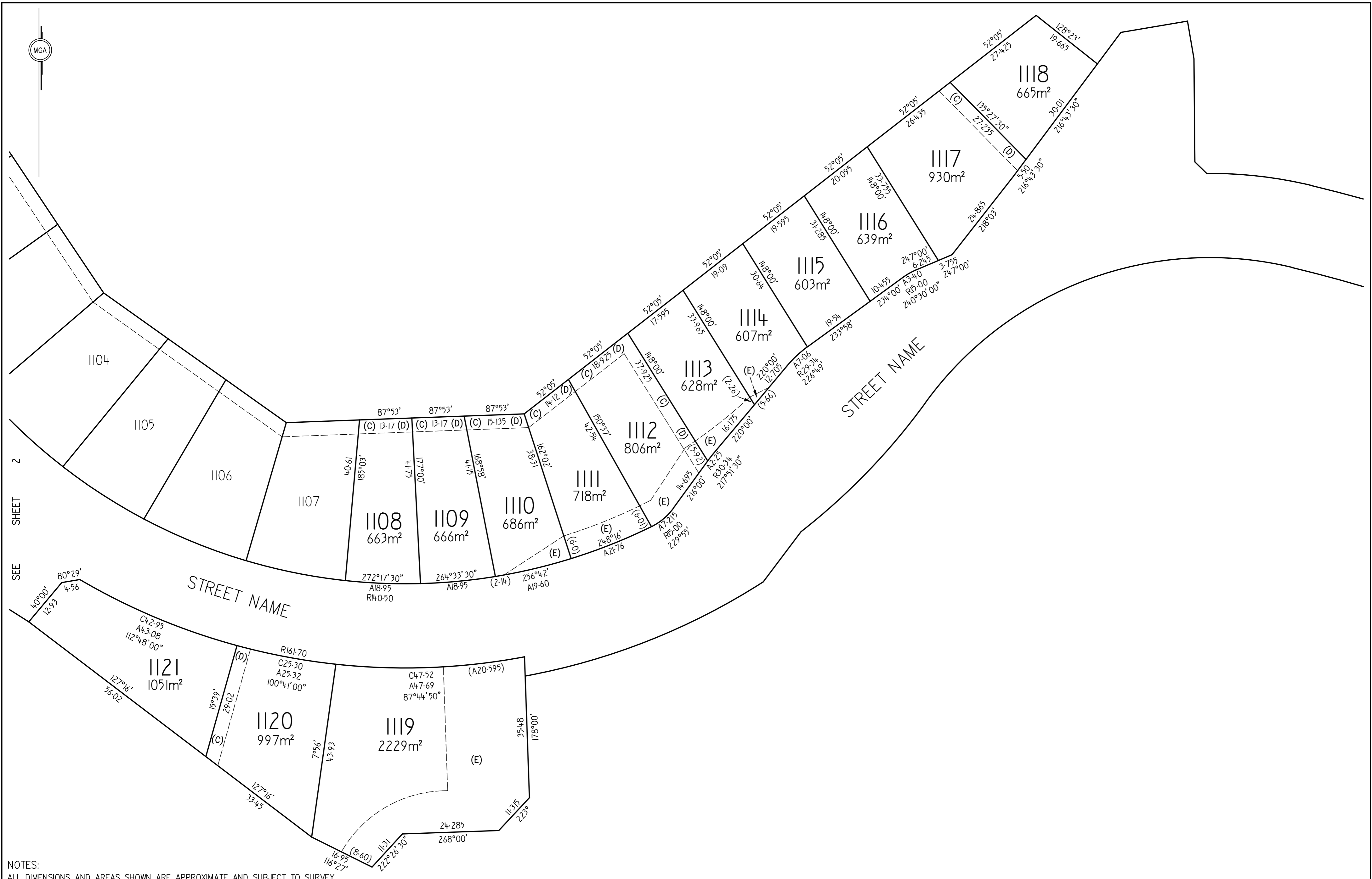


NOTES:  
 ALL DIMENSIONS AND AREAS SHOWN ARE APPROXIMATE AND SUBJECT TO SURVEY, COUNCIL APPROVAL AND FINAL DESIGN  
 ALL EASEMENTS SHOWN ARE APPROXIMATE AND SUBJECT TO SURVEY, COUNCIL APPROVAL AND FINAL DESIGN  
 (C) DENOTES EASEMENT FOR DRAINAGE OF WATER 3.5 WIDE  
 (D) DENOTES EASEMENT FOR DRAINAGE OF SEWAGE 3.5 WIDE  
 (E) DENOTES RESTRICTION ON USE OF LAND

Surveyor: MATTHEW DEAN STEVENSON Revision Date: 20/01/2022 Surveyor's Ref: 18116	PLAN OF SUBDIVISION OF LOT 1 DPI249543	LGA: QUEANBEYAN-PALERANG REGIONAL Locality: GREENLEIGH Reduction Ratio 1:600 Lengths are in metres	Registered	STAGE 1
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SEE SHEET 3





NOTES:  
 ALL DIMENSIONS AND AREAS SHOWN ARE APPROXIMATE AND SUBJECT TO SURVEY, COUNCIL APPROVAL AND FINAL DESIGN  
 ALL EASEMENTS SHOWN ARE APPROXIMATE AND SUBJECT TO SURVEY, COUNCIL APPROVAL AND FINAL DESIGN  
 (C) DENOTES EASEMENT FOR DRAINAGE OF WATER 3.5 WIDE  
 (D) DENOTES EASEMENT FOR DRAINAGE OF SEWAGE 3.5 WIDE  
 (E) DENOTES RESTRICTION ON USE OF LAND

Surveyor: MATTHEW DEAN STEVENSON Revision Date: 20/01/2022 Surveyor's Ref: 18116	PLAN OF SUBDIVISION OF LOT 1 DPI249543	LGA: QUEANBEYAN-PALERANG REGIONAL Locality: GREENLEIGH Reduction Ratio 1:600 Lengths are in metres	Registered	STAGE 1
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**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 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  1103  1104  1105  1106  1107  1108  1109  1110	1101 Queanbeyan-Palerang Regional Council  1101, 1102 Queanbeyan-Palerang Regional Council  1101, 1102, 1103 Queanbeyan-Palerang Regional Council  1101, 1102, 1103, 1104 Queanbeyan-Palerang Regional Council  1101, 1102, 1103, 1104, 1105 Queanbeyan-Palerang Regional Council  1101, 1102, 1103, 1104, 1105, 1106 Queanbeyan-Palerang Regional Council  1101, 1102, 1103, 1104, 1105, 1106, 1107 Queanbeyan-Palerang Regional Council  1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108 Queanbeyan-Palerang Regional Council  1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109 Queanbeyan-Palerang Regional Council

**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 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

**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 3 of 8

Plan:

Plan of Subdivision of Lot 1 DP1249543

Subdivision No:

Date:

		1109	Queanbeyan-Palerang Regional Council 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

# 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 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.

# 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 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
- 3.3 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.

**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 6 of 8

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.

**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 7 of 8

Plan:

Plan of Subdivision of Lot 1 DP1249543

Subdivision No:

Date:

**Registered Proprietor Execution for  
Lot 1 DP1249543:**

**Signed, sealed and delivered** for and on behalf of **Peet Jumping Creek Pty Limited**  
**ACN 633 663 760** by its attorneys under a power of attorney dated 19/04/2021  
registered in New South Wales with Book. 4786 No.473 in the presence of:

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

\_\_\_\_\_  
Signature of attorney who declares that the  
attorney has not received any notice of the  
revocation of the power of attorney

\_\_\_\_\_  
Full name of Witness

\_\_\_\_\_  
Full name of Attorney

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Signature of attorney who declares that the  
attorney has not received any notice of the  
revocation of the power of attorney

\_\_\_\_\_  
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 COUNCIL** by  
its' authorised delegate pursuant to s.377  
Local Government Act 1993

---

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)
<p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: right;">Office Use Only</p>	
<p><b>PLAN OF</b></p> <p style="text-align: center;"><b>SUBDIVISION OF LOT 1 DP1249543</b></p>	<p>LGA: QUEANBEYAN-PALERANG REGIONAL</p> <p>Locality: GREENLEIGH</p> <p>Parish: QUEANBEYAN</p> <p>County: MURRAY</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, MATTHEW DEAN STEVENSON .....  of LONERGAN SURVEYING PTY LTD ABN 34 168 654 911 .....  a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on <del>XX/XX/XXXX</del>, or</p> <p>*(b) <del>The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</del></p> <p>*(c) <del>The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del></p> <p>Datum Line: X – Y .....</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / <del>*Steep-Mountainous</del>.</p> <p>Signature: ..... Dated: .....</p> <p>Surveyor Identification No: 8703.....  Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.  **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	
<p>Plans used in the preparation of survey/compilation.</p> <p>DP1249543</p>	<p style="text-align: center;">Subdivision Certificate</p> <p>I, .....  *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: .....</p> <p>Accreditation number: .....</p> <p>Consent Authority: .....</p> <p>Date of endorsement: .....</p> <p>Subdivision Certificate number: .....</p> <p>File number: .....</p> <p>*Strike through if inapplicable.</p>	
<p>Surveyor's Reference: 18116</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p style="text-align: center;">PLEASE SEE SHEET 2</p> <p>Signatures, Seals and Section 88B Statements should appear on  PLAN FORM 6A</p>	

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**Registered:**

**PLAN OF**

**SUBDIVISION OF LOT 1 DP1249543**

Subdivision Certificate number: .....

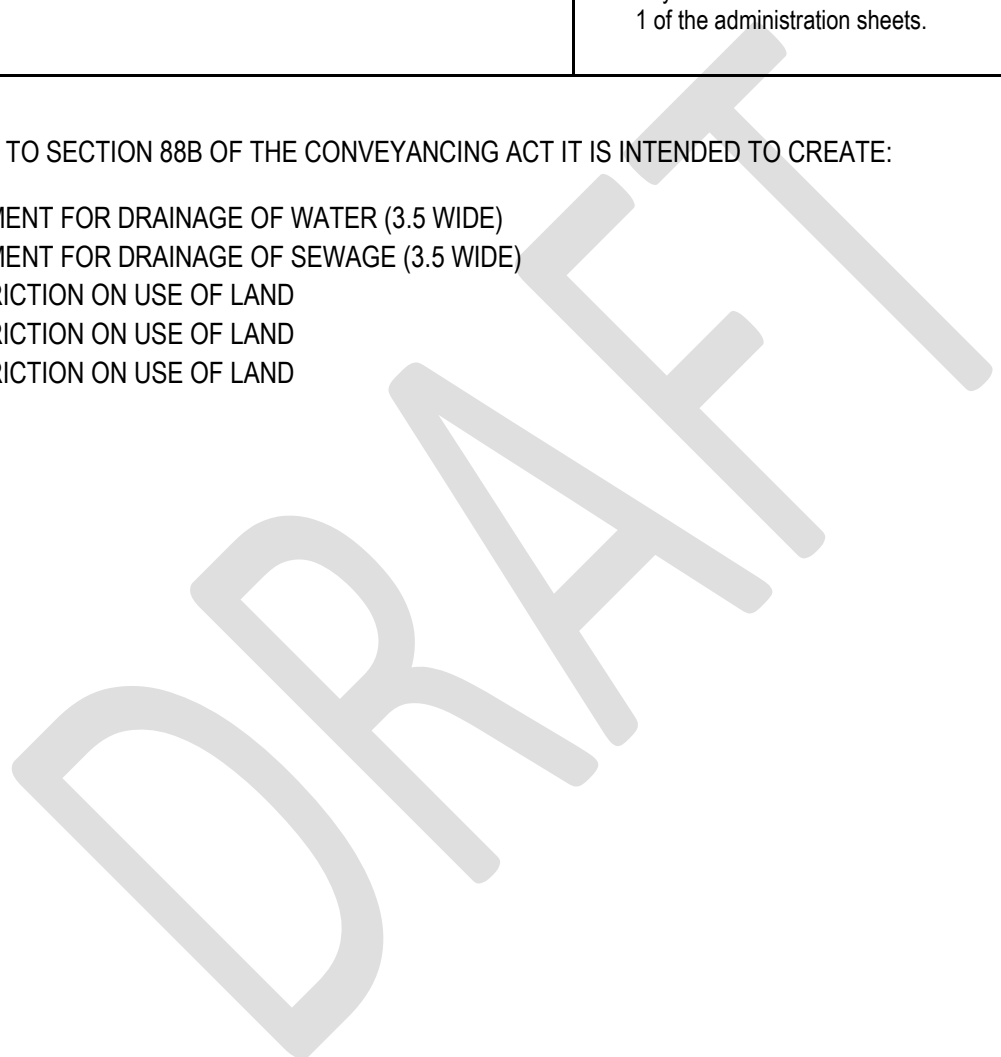
Date of Endorsement: .....

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.

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

Office Use Only

Office Use Only

**Registered:**

**PLAN OF**

**SUBDIVISION OF LOT 1 DP1249543**

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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- 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 Execution for**

**Lot 1 DP1249543:**

**Signed, sealed and delivered** for and on behalf of **Peet Jumping Creek Pty Limited** **ACN 633 663 760** by its attorneys under a power of attorney dated 19/04/2021 registered in New South Wales with Book. 4786 No.473 in the presence of:

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

\_\_\_\_\_  
Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

\_\_\_\_\_  
Full name of Witness

\_\_\_\_\_  
Full name of Attorney

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

\_\_\_\_\_  
Full name of Attorney

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18116

Office Use Only

Office Use Only

**Registered:**

**PLAN OF**

**SUBDIVISION OF LOT 1 DP1249543**

Subdivision Certificate number: .....

Date of Endorsement: .....

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
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				Greenleigh
1123				Greenleigh
1124				Greenleigh
1125				Greenleigh
1126				Greenleigh

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18116

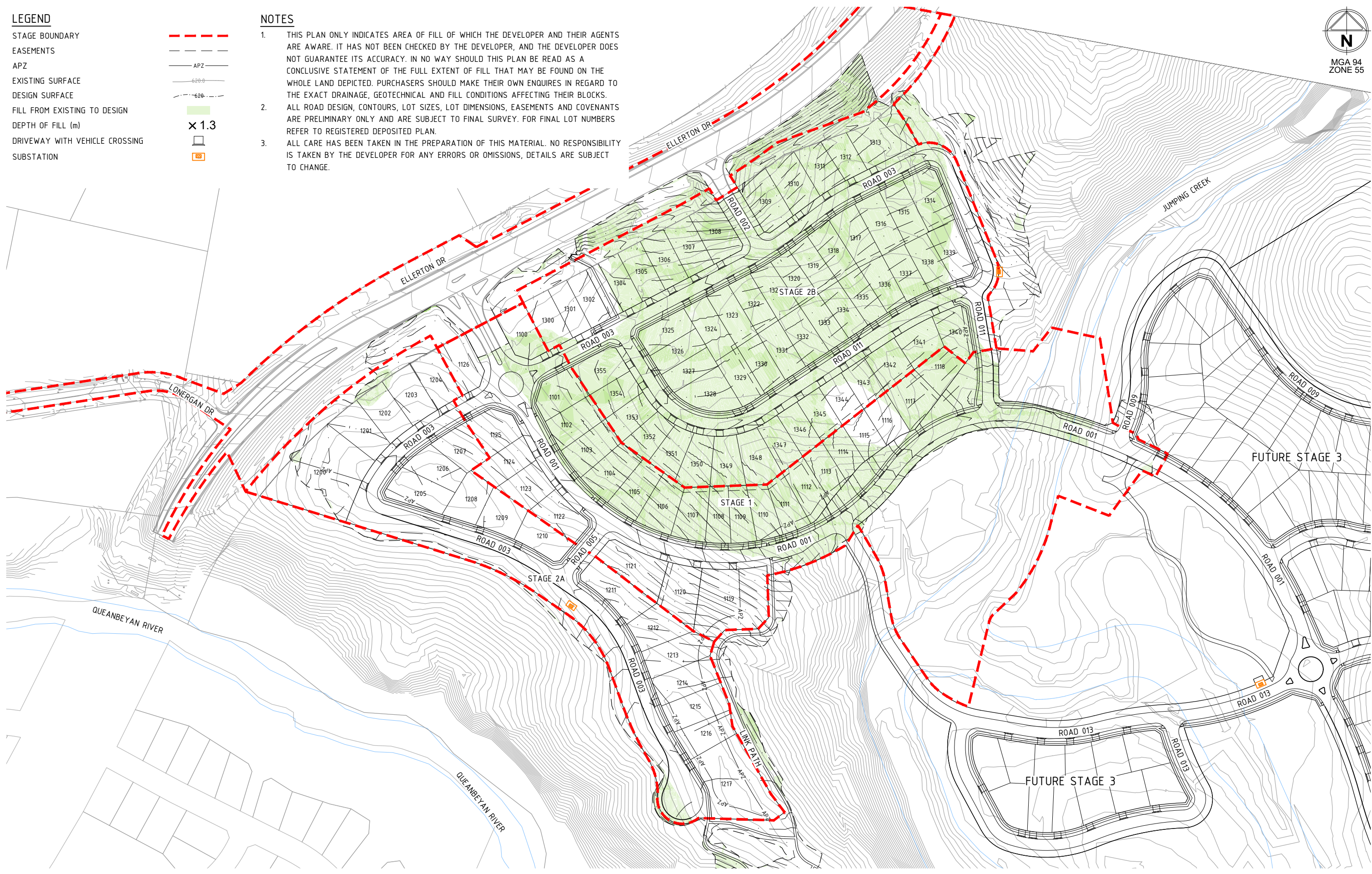
## Schedule 4      Grading and Fill Plan

**LEGEND**

STAGE BOUNDARY	
EASEMENTS	
APZ	
EXISTING SURFACE	
DESIGN SURFACE	
FILL FROM EXISTING TO DESIGN	
DEPTH OF FILL (m)	× 1.3
DRIVEWAY WITH VEHICLE CROSSING	
SUBSTATION	

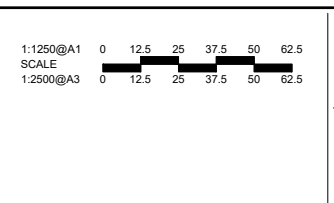
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- ALL ROAD DESIGN, CONTOURS, LOT SIZES, LOT DIMENSIONS, EASEMENTS AND COVENANTS ARE PRELIMINARY ONLY AND ARE SUBJECT TO FINAL SURVEY. FOR FINAL LOT NUMBERS REFER TO REGISTERED DEPOSITED PLAN.
- ALL CARE HAS BEEN TAKEN IN THE PREPARATION OF THIS MATERIAL. NO RESPONSIBILITY IS TAKEN BY THE DEVELOPER FOR ANY ERRORS OR OMISSIONS, DETAILS ARE SUBJECT TO CHANGE.



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 file location: G:\310\307257\Civil\ACAD\Lot\_Disclosure\_Plan\CAD plot date: 13/08/2021 4:29 PM Sheet: 1 of 1 Sheets

Rev	Description	Approved	Date
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	Amendments		



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Authorised BC	Date 13-08-21

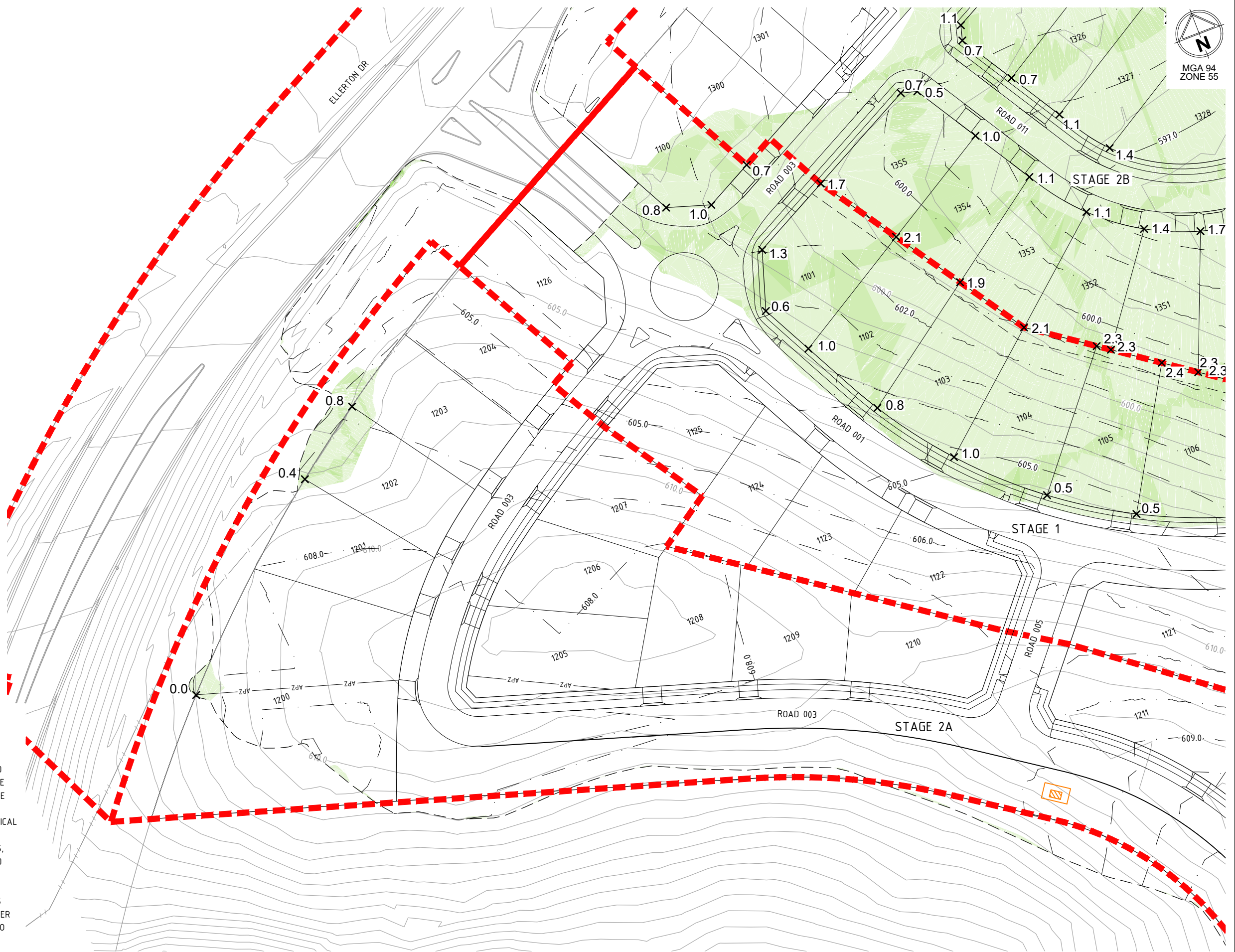
**JUMPING CREEK  
 STAGES 1, 2A & 2B  
 GRADING AND FILL PLAN  
 LAYOUT**  
 QUEANBEYAN PALERANG REGIONAL COUNCIL  
 PEET PTY LTD

Drg No  
**307257CG001**

Rev  
**A**







**LEGEND**

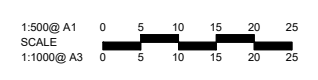
- STAGE BOUNDARY
- EASEMENTS
- APZ
- EXISTING SURFACE
- DESIGN SURFACE
- FILL FROM EXISTING TO DESIGN
- DEPTH OF FILL (m)
- DRIVEWAY WITH VEHICLE CROSSING
- SUBSTATION

**NOTES**

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Rev	Description	Approved	Date
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	Amendments		



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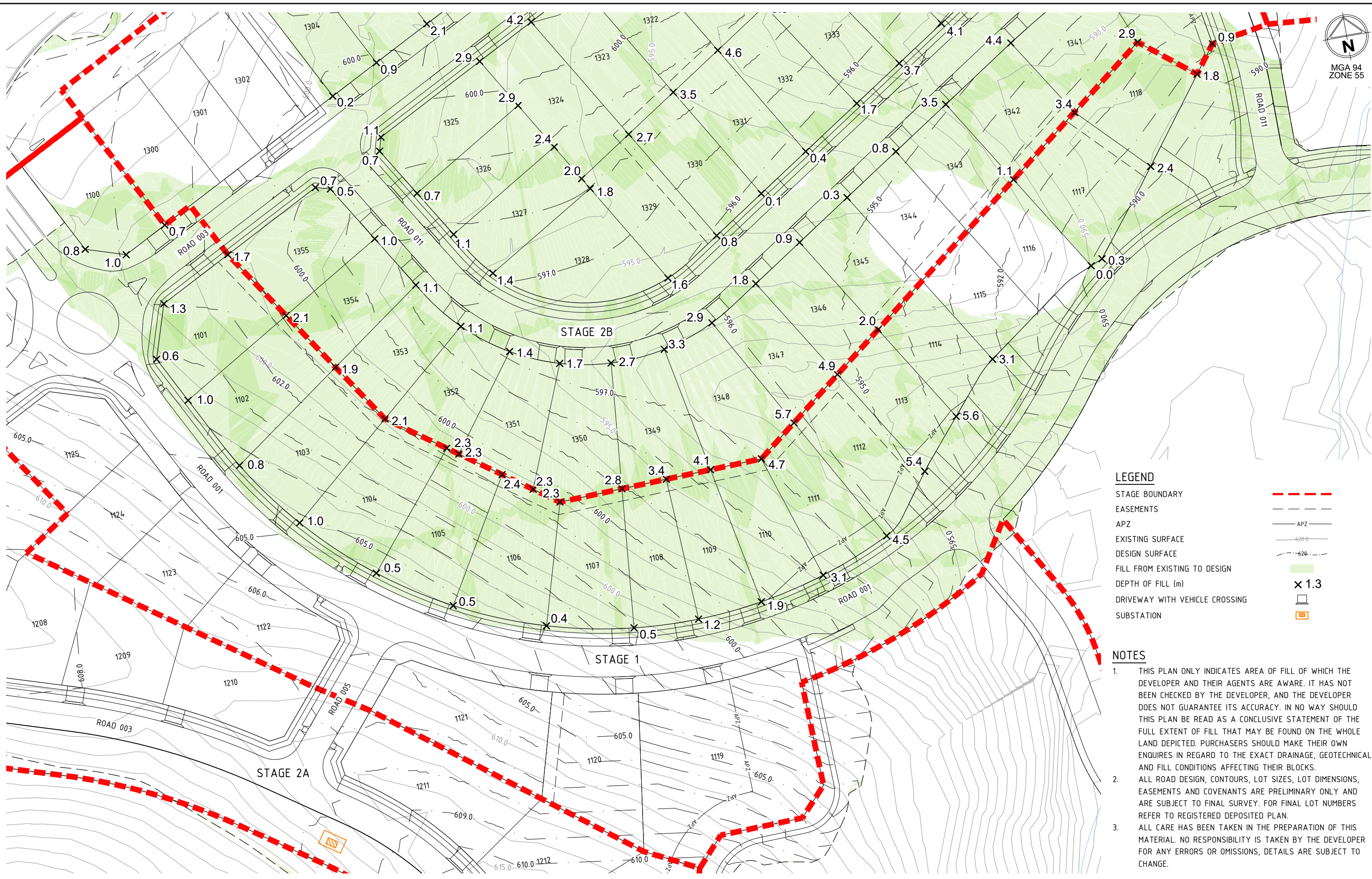


Designed CO	Checked BC
Authorised BC	Date 13-08-21

**JUMPING CREEK  
STAGES 1, 2A & 2B  
GRADING AND FILL PLAN  
SHEET 2 OF 4  
QUEANBEYAN PALERANG REGIONAL COUNCIL  
PEET PTY LTD**

Drg No  
**307257CG003**

Rev  
**A**



**LEGEND**

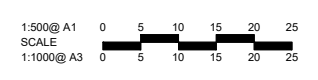
- STAGE BOUNDARY
- EASEMENTS
- APZ
- EXISTING SURFACE
- DESIGN SURFACE
- FILL FROM EXISTING TO DESIGN
- DEPTH OF FILL (m)
- DRIVEWAY WITH VEHICLE CROSSING
- SUBSTATION

**NOTES**

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A	ISSUED TO CLIENT	BC	13-08-21
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Authorised BC	Date 13-08-21

**JUMPING CREEK  
STAGES 1, 2A & 2B  
GRADING AND FILL PLAN  
SHEET 3 OF 4**  
QUEANBEYAN PALERANG REGIONAL COUNCIL  
PEET PTY LTD

Drp No  
**307257CG004**

Rev  
**A**



**LEGEND**

STAGE BOUNDARY	
EASEMENTS	
APZ	
EXISTING SURFACE	
DESIGN SURFACE	
FILL FROM EXISTING TO DESIGN	
DEPTH OF FILL (m)	
DRIVEWAY WITH VEHICLE CROSSING	
SUBSTATION	

- NOTES**
- THIS PLAN ONLY INDICATES AREA OF FILL OF WHICH THE DEVELOPER AND THEIR AGENTS ARE AWARE. IT HAS NOT BEEN CHECKED BY THE DEVELOPER, AND THE DEVELOPER DOES NOT GUARANTEE ITS ACCURACY. IN NO WAY SHOULD THIS PLAN BE READ AS A CONCLUSIVE STATEMENT OF THE FULL EXTENT OF FILL THAT MAY BE FOUND ON THE WHOLE LAND DEPICTED. PURCHASERS SHOULD MAKE THEIR OWN ENQUIRES IN REGARD TO THE EXACT DRAINAGE, GEOTECHNICAL AND FILL CONDITIONS AFFECTING THEIR BLOCKS.
  - ALL ROAD DESIGN, CONTOURS, LOT SIZES, LOT DIMENSIONS, EASEMENTS AND COVENANTS ARE PRELIMINARY ONLY AND ARE SUBJECT TO FINAL SURVEY. FOR FINAL LOT NUMBERS REFER TO REGISTERED DEPOSITED PLAN.
  - ALL CARE HAS BEEN TAKEN IN THE PREPARATION OF THIS MATERIAL. NO RESPONSIBILITY IS TAKEN BY THE DEVELOPER FOR ANY ERRORS OR OMISSIONS, DETAILS ARE SUBJECT TO CHANGE.

file name: 307257CG005.dwg; layout name: CG005; plotted by: Carl Otto; file location: G:\307257\307257\Civil\ACAD\Lot\_Disclosure\Plan\ACAD\Plot date: 13/08/2021 4:29 PM Sheet: of: Sheets

1:500@A1	0	5	10	15	20	25
1:1000@A3	0	5	10	15	20	25

A	ISSUED TO CLIENT	BC	13-08-21
Rev	Amendments	Approved	Date



**spiire**  
 414 La Trobe Street PO Box 16084 Melbourne  
 Victoria 8007 Australia T 61 3 9993 7888  
 spiire.com.au ABN 55 050 029 635

**PEET**  
 Designed CO  
 Authorised BC  
 Checked BC  
 Date 13-08-21

**JUMPING CREEK STAGES 1, 2A & 2B GRADING AND FILL PLAN SHEET 4 OF 4**  
 QUEANBEYAN PALERANG REGIONAL COUNCIL  
 PEET PTY LTD  
 Drg No 307257CG005 Rev A



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
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FOLIO: 1/1249543  
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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)  
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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AR91147 MORTGAGE TO ANZ FIDUCIARY SERVICES PTY LIMITED

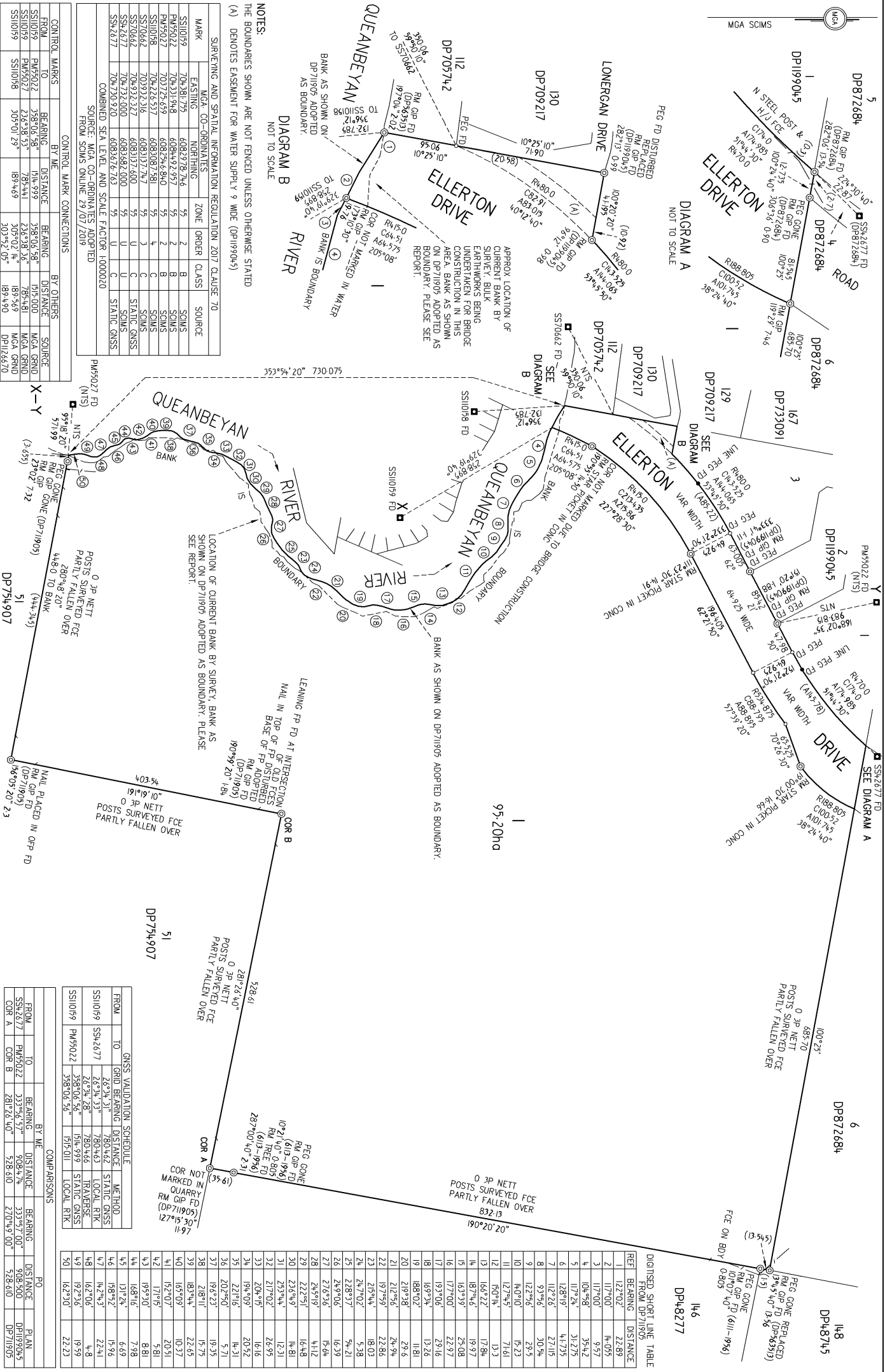
NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

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

ehood

PRINTED ON 24/8/2021



CONTROL MARKS

FROM	TO	BEARING	DISTANCE	BY ME	BEARING	DISTANCE	SOURCE
SS10109	PM55022	358°04'56"	151.999	151.000	MGA GRND		
SS10109	PM55022	236°28'53"	785.441	189.549	MGA GRND		
SS10109	PM55027	305°02'29"	189.469	189.469	MGA GRND		
SS10109	SS10108	305°02'29"	189.469	189.469	MGA GRND		
SS10109	SS10108	289°27'59"	476.666	289.287	MGA GRND		
SS10109	SS10108	279°39'51"	298.198	298.198	MGA GRND		
SS10109	SS10108	16°25'59"	1413.011	298.461	MGA GRND		
SS10109	SS10108	26°34'31"	780.442	298.470	MGA GRND		
SS10109	SS10108	333°56'57"	908.474	N/A	N/A		

CONTROL MARK CONNECTIONS

BY ME	BEARING	DISTANCE	SOURCE
X-Y	151.000	151.000	MGA GRND
X-Y	189.549	189.549	MGA GRND
X-Y	289.287	289.287	MGA GRND
X-Y	298.198	298.198	MGA GRND
X-Y	298.461	298.461	MGA GRND
X-Y	298.470	298.470	MGA GRND
X-Y	N/A	N/A	N/A
X-Y	N/A	N/A	N/A

GNSS VALIDATION SCHEDULE

FROM	TO	GRID BEARING	DISTANCE	METHOD
SS10109	SS10109	26°34'31"	780.442	STATIC GNSS
SS10109	SS10109	26°34'31"	780.442	LOCAL RTK
SS10109	SS10109	26°34'31"	780.442	TRAVEL
SS10109	SS10109	358°04'56"	151.999	STATIC GNSS
SS10109	SS10109	151.011	151.011	LOCAL RTK

COMPARISONS

PD	BEARING	DISTANCE	DIFFERENCE
DP1199045	333°56'57"	908.474	908.470
DP1199045	281°24'40"	528.610	528.610
DP1199045	279°39'00"	279.490	279.490

REGISTERED

9/10/2019

DP1249543

MARK

MARK	EASTING	NORTHING	ZONE	ORDER	CLASS	SOURCE
SS10109	706.81735	608.27834	55	2	B	SONS
PM55022	706.311948	608.49287	55	2	B	SONS
PM55027	703.225499	608.25484	55	2	B	SONS
SS10109	706.226537	608.085781	55	4	C	SONS
SS10109	703.931316	608.0137267	55	3	C	SONS
SS10109	706.932322	608.0137400	55	3	C	SONS
SS10109	706.932322	608.0137400	55	3	C	SONS
SS10109	706.932322	608.0137400	55	3	C	SONS
SS10109	706.932322	608.0137400	55	3	C	SONS
SS10109	706.932322	608.0137400	55	3	C	SONS
SS10109	706.932322	608.0137400	55	3	C	SONS

COMBINED SEA LEVEL AND SCALE FACTORS

PM55027 FD (NTS)

DATE OF SURVEY: 02/08/2019

SURVEYOR: MATTHEW DEAN STEVENSON

DATE OF SURVEY: 02/08/2019

SURVEYOR'S REF: 18136-REPORT

PLAN OF SUBDIVISION OF LOT 5 DP1199045

DATE OF SURVEY: 02/08/2019

SURVEYOR'S REF: 18136-REPORT

LCR: QUEANBEYAN-PALERANG REGIONAL

LOCALITY: GREENLEIGH

REDUCTION RATIO: 1:3000

LENGTHS ARE IN METRES

REGISTERED


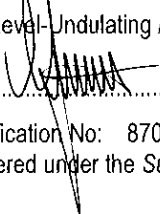
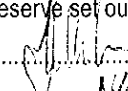
9/10/2019

DP1249543

REGISTERED

9/10/2019

DP1249543

<b>PLAN FORM 6 (2018)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 4 sheet(s)
Office Use Only	Office Use Only	
Registered:  9/10/2019	<b>DP1249543</b>	
Title System: <b>TORRENS</b>		
<b>PLAN OF</b>	LGA: QUEANBEYAN-PALERANG REGIONAL	
<b>SUBDIVISION OF LOT 5 DP1199045</b>	Locality: GREENLEIGH	
	Parish: QUEANBEYAN	
	County: MURRAY	
Survey Certificate	<del>Crown Lands NSW/Western Lands Office Approval</del>	
I, MATTHEW DEAN STEVENSON ..... of LONERGAN SURVEYING PTY LTD ABN 34 168 654 911 ..... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that:	<del>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</del>	
* <del>(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 02/08/2019, or</del>	<del>Signature: .....</del>	
* <del>(b) The part of the land shown in the plan (*being/*excluding**) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation, or</del>	<del>Date: .....</del>	
* <del>(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del>	<del>File Number: .....</del>	
Datum Line: X - Y .....	<del>Office: .....</del>	
Type: <del>Urban/Rural</del>		
The terrain is <del>*Level-Undulating / *Steep-Mountainous.</del>		
Signature:  Dated: 13/09/19.....		
Surveyor Identification No: 8703..... Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>		
*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		
Plans used in the preparation of survey/compilation. 6111-1956, 6113-1956, DP563513, DP711905, DP872684, DP1199045	Subdivision Certificate	
	I, <u>Casuarine Harbor</u> .....	
	*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.	
	Signature:  .....	
	Accreditation number: <u>N/A</u> .....	
	Consent Authority: <u>Queanbeyan Palerang Regional Council</u> .....	
	Date of endorsement: <u>13 September 2019</u> .....	
	Subdivision Certificate number: <u>SC-2019-1010</u> .....	
	File number: .....	
	*Strike through if inapplicable.	
	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
	PLEASE SEE SHEET 2	
Surveyor's Reference: 18136_REPORT	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:



9/10/2019

DP1249543

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 accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: ..... SC 2019 1010 .....

Date of Endorsement: ..... 13 September 2019 .....

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

Surveyor's Reference: 18136\_REPORT

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  9/10/2019

DP1249543

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 accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC-2019-1010

Date of Endorsement: 13 September 2019

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

Rosemarie Doebert

Signature of Authorised Person

Signature of Authorised Person

Rosemarie Doebert

Name of Authorised Person

Name of Authorised Person

Soul Director

Authority

Authority

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18136\_REPORT





PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:



9/10/2019

DP1249543

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 accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: ..... SC 2019 1010 .....

Date of Endorsement: ..... 13 September 2019 .....

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

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18136\_REPORT

**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

<b>Property Number</b>	355057
<b>Property Address:</b>	28 Lonergan Drive GREENLEIGH NSW 2620
<b>Legal Description:</b>	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

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

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

- State Environmental Planning Policy No 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](http://www.legislation.nsw.gov.au/#/browse/inForce/EPIs/S)  
[www.legislation.nsw.gov.au/#/view/EPI/2012/576/full](http://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](http://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](http://www.planningportal.nsw.gov.au/draftplans)

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

**Lot 1 DP 1249543**

**Queanbeyan Development Control Plan 2012**

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

## 2. Zoning and land use under relevant LEPs

(a) Identity of the zone:

Lot 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)**

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

**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 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](http://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](http://www.fairtrading.nsw.gov.au/loose-fill-asbestos-insulation-register)

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

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**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.gprc.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

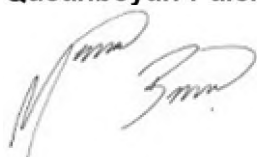
Checked: CK.

**M J Thompson**

Portfolio General Manager

Natural and Built Character

Queanbeyan-Palerang Regional Council



Per.....

07 September 2021

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

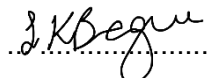
Thank you for your request for a sewer diagram for the abovementioned property.

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

PER  .....

Encl





Revenue

Enquiry ID 3575478  
Agent ID 81290352  
Issue Date 29 Sep 2021  
Correspondence ID 1733869190  
Your reference 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.

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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](http://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](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://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.