

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	Hive Property (ACT) Level 1 4 Campion Street DEAKIN ACT 2600	phone: 0415 668 718 email: eva@hivecbr.com.au ref: Eva Bono
<b>co-agent</b>		
<b>vendor</b>	Malfone Group (ACT) ACN 640 881 090 97 Sue Geh Circuit Nicholls ACT 2913	
<b>vendor's solicitor</b>	WMG Legal PO Box 3, Gungahlin 2912	phone: (02) 6253 9766 email: office@wmglegal.com.au ref: 21652
<b>date for completion</b>	30 days after the contract date	(clause 15)
<b>land (address, plan details and title reference)</b>	12 Rottenbury Crescent Greenleigh NSW 2620 LOT 1322 DEPOSITED PLAN 1301408 Folio Identifier 1322/1301408	
<b>improvements</b>	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
<b>attached copies</b>	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

<b>inclusions</b>	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> other:	<input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna
<b>exclusions</b>		
<b>purchaser</b>		
<b>purchaser's solicitor</b>		
<b>price</b>		
<b>deposit</b>	_____	(10% of the price, unless otherwise stated)
<b>balance</b>		
<b>contract date</b>		(if not stated, the date this contract was made)

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

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

**buyer's agent**

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

## SIGNING PAGE

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

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

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

**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable  NO  yes**GST:** Taxable supply  NO  yes in full  yes to an extentMargin scheme will be used in making the taxable supply  NO  yes

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

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

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

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

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

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

Supplier's name: **Malfone Group (ACT) Pty Limited**Supplier's ABN: **91 640 881 090**

Supplier's GST branch number (if applicable):

Supplier's business address: **97 Sue Geh Circuit Nicholls ACT 2913**Supplier's representative: **Chris Malfone**Supplier's contact phone number: **0431 544 726**Supplier's proportion of **GSTRW payment**: **7%****If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): **\$**Amount must be paid:  AT COMPLETION  at another time (specify):Is any of the consideration not expressed as an amount in money?  NO  yesIf "yes", the GST inclusive market value of the non-monetary consideration: **\$**

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

## List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>● the issuer;</li> <li>● the expiry date (if any); and</li> <li>● the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 *servicing* 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 *servicing* a notice. After the *termination* the vendor can –

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
  - 10.1.4 any change in the *property* due to fair wear and tear before completion;
  - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
  - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
  - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
  - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
  - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

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

### 13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 4.8 or clause 30.4);
  - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
  - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
  - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.  
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.  
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.  
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.  
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.  
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.  
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.  
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.  
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.  
 29.7 If the *parties* can lawfully complete without the event happening –  
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;  
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and  
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –  
 ● either *party* *serving* notice of the event happening;  
 ● every *party* who has the benefit of the provision *serving* notice waiving the provision; or  
 ● the end of the time for the event to happen.

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

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
  - 32.3.2 the claim for compensation is not a claim under this contract.

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### **33. SPECIAL CONDITIONS PREVAIL**

This clause and any subsequent clauses constitute the clauses known as Special Conditions to this Contract. Where there is any inconsistency between the provisions of Clauses 1 to 32 and the Special Conditions, the Special Conditions will prevail.

### **34. WARRANTY**

The Purchaser acknowledges that this Contract is not made relying on any warranty or representation by the Vendor or any person on behalf of the Vendor whether oral or in writing, except those that are expressly provided in this Contract, which sets out the whole agreement between the Parties.

### **35. AGENT**

35.1 The Purchaser warrants that it was not introduced to the Property or the Vendor directly or indirectly by any Agent other than the Vendor's Agent referred to on the front page of this Contract (if any).

35.2 The Purchaser indemnifies the Vendor and will keep the Vendor indemnified from and against:

- (a) Any claim for commission which may be made by an Agent because of a breach of the Purchaser's warranty contained in Clause 35.1; and
- (b) All costs incurred by the Vendor in connection to any such claim for commission.

35.3 This clause shall not merge on Completion.

### **36. COMPLETION**

#### **36.1 Notice to Complete**

Where this Contract is not completed by the Completion date, the Party not in default may serve on the other Party a notice to complete which makes time of the essence of this Contract.

#### **36.2 Terms of Notice to Complete**

Any notice to complete shall specify a final Completion date which must be at least fourteen (14) days after the date of service of the notice to complete (calculated exclusive of the date of service but inclusive of the nominated date). The Parties acknowledge that a period of fourteen (14) days is sufficient and reasonable for all purposes.

#### **36.3 Removal of Charges**

The Vendor is not unable or unready or unwilling to complete this Contract by reason of the existence of any charge on the Property for any rate, tax or outgoing and is entitled to serve a notice to complete on the Purchaser even though at that time there is a charge on the Property for a rate, tax or outgoing.

#### **36.4 Late Completion**

If this Contract is not completed by the Completion date, then in addition to any other right that the Vendor may have under this Contract or otherwise, the Purchaser shall on Completion (which expression shall in this special condition include cancellation, rescission or termination) of this Contract:

- (a) Pay to the Vendor interest on the whole of the purchase price payable by the Purchaser to the Vendor under this Contract;
- (b) The rate of interest is 10% per annum calculated from and including the Completion date up to and including the date on which Completion actually occurs on daily rests;
- (c) The obligation of the Purchaser to pay interest and any other costs under this clause to the Vendor is an essential term of this Contract; and the Vendor shall be entitled to delay or refuse Completion of this Contract unless and until such interest and costs shall have been paid.

- (d) If Completion of this Contract is delayed solely as a result of the Vendor, default interest is not to be charged for the period during which Completion was delayed solely for this reason.
- (e) If this Contract is not completed by the Completion date other than solely due to the default by the Vendor, then the Purchaser must pay to the Vendor \$440.00 on Completion as compensation for the additional legal and other expenses incurred by the Vendor as a consequence of the delay (but not limiting the Vendor's right to claim any further legal and other expenses incurred as a result of the delay). This is an essential term of this Contract.
- (f) 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.
- (g) Any such interest (and further costs) shall be a liquidated debt due to the Vendor by the Purchaser and shall be recoverable immediately by the Vendor in any court of appropriate jurisdiction together with all costs and expenses of the vendor relating to such enforcement and collection of payment.

**37. NO WARRANTY IN RESPECT OF USE**

- 37.1 The Vendor gives no warranty as to the use to which the Property may be put.
- 37.2 The Purchaser must satisfy itself on all matters relating to the use of the Property and will be deemed to have entered into this Contract with full knowledge of and subject to any prohibition or restriction upon the use of the Property, whether under any Act, Ordinance, Regulation, By-Law, Town Planning Scheme, Interim Development Order, Order of Court or otherwise.
- 37.3 If the use to which the Vendor has put the Property is permissible only with the consent of any authority under any Act, Ordinance, Regulation, By-Law, Town Planning Scheme, Interim Development Order, Order of Court or otherwise the Purchaser must obtain consent at the Purchaser's own expense.
- 37.4 Completion of this Contract is not conditional or dependent upon any matter referred to in this condition.

**38. EXISTING SERVICES & SEWER DIAGRAM**

- 38.1 Notwithstanding anything hereinbefore contained, the Purchaser shall take title subject to the existing water, sewerage, drainage, gas, electricity and other installations and services and shall not make any objection thereto on the grounds that any connection passes through any other Property or that any connection to any other Property passes through the Property hereby sold. Furthermore, should any water or sewerage main or any underground or surface stormwater pipe pass through, over or under (or should any sewer, manhole or vent be on) the Property hereby sold, the Purchaser shall not make any objection thereto or make any requisitions or claim for compensation in respect thereof.
- 38.2 Annexed hereto is a copy sewerage service diagram and sewer location print (if applicable) issued by the applicable Water Corporation in relation to the Property. The Purchaser shall make no objection, requisition or claim for compensation in respect of any matter disclosed or referred to in such diagram and sheet or should it be established that any roof or surface water drainage is connected to the relevant supplier's connection.
- 38.3 The Purchaser cannot make a claim or requisition, delay Completion, or rescind or terminate this Contract in respect of any service benefiting or effecting the Property, including in respect of any of the following matters:

- (a) The nature, location, non-availability or availability of any service benefiting or effecting the Property, including anything in connection with the future availability and timing of any installation of any service to the Property;
- (b) Any defect in any service benefiting or effecting the Property;
- (c) The terms, existence or non-existence of any easement in respect of any service benefiting or effecting the Property or another Property;
- (d) Any service benefiting or effecting any other Property which passes through the Property; or
- (e) The existence or non-existence of any infrastructure on the Property installed (or that should have been installed) in connection with a service benefiting or effecting the Property or any other Property.

38.4 For the purposes of this Special Condition, service means:

- (a) A utility and includes the supply or conduct of water, sewerage, drainage, gas, electricity, telephone, telecommunications, internet; and
- (b) Any infrastructure used or installed in connection with a utility including but not limited to any installation, structure or equipment, whether located above or below ground level including conduits, pipes, drains, poles, cables, wires, service ducts, vents, inspection shafts and access points.

### **39. PURCHASERS REPRESENTATIONS, AGREEMENTS AND ACKNOWLEDGEMENTS**

39.1 The Purchaser represents and warrants that:

- (a) It has relied entirely on its own enquiries with respect to the Property, common Property or owners corporation;
- (b) It accepts the land (including its measurements, area and boundaries) whether it is identical to the land described in this Contract or described in the certificate of title for the land or not;
- (c) It is satisfied about the purposes for which the Property may be used and about all restrictions and prohibitions effecting development of the Property;
- (d) It is satisfied as to the nature, quality, condition, state of repair of the Property and common Property and the land, and accepts the Property despite any:
  - (i) Latent or patent defects in the quality of the improvements or common Property; or
  - (ii) Non-compliance in respect of the Property, common Property or owners corporation with the provisions of the *Local Governments Act 1993 (NSW)*, *The Environmental Planning and Assessment Act 1979 (NSW)*; *The Strata Schemes Management Act 1996 (NSW)* or *The Strata Schemes (Freehold Development) Act 1973 (NSW)*.
- (e) It was not induced to enter into this Contract by and did not rely on any representations or warranties by the Vendor, the Vendor's agent, or persons on behalf of the Vendor about the subject matter of this Contract (including representations or warranties about the construction, nature or fitness or suitability for any purpose of the Property, or about any financial return or income to be derived from the Property) except those representations and warranties set out in this Contract;
- (f) It has read all the documents attached to this Contract; and

- (g) It has obtained appropriate independent advice on and is satisfied about:
  - (i) The Purchaser's obligations and rights under this Contract;
  - (ii) The nature of the Property and the purpose for which the Property may be lawfully used.
- 39.2 The Purchaser acknowledges that the Vendor has entered into this Contract on the basis that the presentations and warranties contained in Clause 39.1 are true and not misleading.
- 39.3 The Purchaser cannot make a claim or requisition, delay competition, or rescind or terminate this Contract in respect of:
  - (a) Any of the matters referred to in Clause 39.1;
  - (b) The state of repair of the improvements and inclusions forming part of the Property;
  - (c) Any loss, damage, dilapidation, infestation, defect (latent or patent) or mechanical breakdown which may affect the Property between the Contract date and Completion;
  - (d) Any non-compliance with the conditions of any development consent issued in respect of the Property;
  - (e) If the Property comprises one or more lots in a strata scheme, the compliance by the owners corporation of that strata scheme with *The Strata Scheme Management Act 1996 (NSW)*;
  - (f) The roof or surface water drainage from the Property being connected to a sewerage service; or
  - (g) The state of repair of any onsite effluent treatment system located on the Property and any non-compliance of such a system under any legislation.

#### **40. INCAPACITY**

- 40.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to a Party had this clause not been included in this Contract should either Party prior to Completion:
  - (a) Die or become mentally ill then the other Party may, unless prevented by any statute rescind this Contract by notice in writing served on the solicitors named as the first Party's solicitors in this Contract or if none are named by leaving such notice at the address of the first Party shown on the front page of this Contract.
  - (b) Be declared bankrupt or enter into any scheme or make any assignment for the benefit of any creditors, or being a company resolve to go into liquidation or have a petition for its winding up presented or enter into any scheme of arrangement with any of its creditors or should any liquidator, provisional liquidator, receiver, or receiver and manager, or administrator be appointed to it then it shall be in default hereunder and the other Party shall be at liberty to exercise all of the rights conferred hereunder as a result of the other's Parties default.

#### **41. FOREIGN INVESTMENT REVIEW BOARD**

The Purchaser further acknowledges that if the promise in Clause 22.1 is untrue in any respect, the Purchaser hereby indemnifies the Vendor against any loss which the Vendor may suffer as a result of the Vendor having relied on the promise.

## 42. PURCHASER'S REMEDY

- 42.1. The Purchaser acknowledges and agrees that the Purchaser's only remedy in the event of a breach by the Vendor of the warranties deemed to be included in this Contract by section 52A of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 2000* is rescission of this Contract.
- 42.2. The Purchaser also acknowledges that the Vendor may treat a claim for compensation by the Purchaser as a requisition.

## 43. ALTERATIONS TO STANDARD CONDITIONS

The Parties acknowledge and agree that the standard conditions of the Contract shall be amended as follows:

- 43.1. Clause 1-definition of "Work order"-in the first line after the word "order" insert the words "in writing issued by a competent authority".
- 43.2. Clause 5.2.3-by deleting the words "within a reasonable time" and inserting the words "within 21 days of the date of this Contract"
- 43.3. Clause 7.1.1 is deleted.
- 43.4. Clause 7.2.1 is amended by deleting the figure "10%" and replacing with the figure "1%".
- 43.5. Clause 8.1 is amended by the deletion of the words "on reasonable grounds" where appearing in the first line and the addition of the words "at the discretion of the Vendor" at the end of the clause.
- 43.6. Clause 10.1.2 is amended by adding the words "or the non-availability of a service" after the word "Property" where it appears for the second time on line 2 of that clause.
- 43.7. Clause 10.2 is amended by adding the words "make a claim or requisition" before the words "or terminate".
- 43.8. Clause 10.1.8 and 10.1.9 are amended by deleting "substance" and substituting "existence" and deleting the word "disclosed" and replacing with the word "noted".
- 43.9. Clause 10.3 is amended by inserting the words "delay Completion or" before the words "rescind or terminate".
- 43.10. Clause 10 is amended by inserting the following additional clause:  

"10.4 For the purpose of this clause 10 the Vendor discloses all of the material appearing in the documents attached to this Contract whether specified in the table on page 2 or not and all of that material is deemed to be disclosed in substance in this Contract".
- 43.11. Clause 12.1 is amended by replacing the words "must do everything reasonable to enable the Purchaser" with the words "will act reasonably in considering a request made by the Purchaser".
- 43.12. Clause 12.1 is amended by replacing the words "reasonably required" with the words "which must be agreed to by the Vendor in its absolute discretion".
- 43.13. Clause 12.2 is deleted.
- 43.14. Clause 14.4.2 is deleted.
- 43.15. Clause 18.7 is amended by deleting the words "none is payable" and substituting the words "then the fee shall be the amount which is 0.15% of the Purchase Price payable for each week or part of a week that the Purchaser is in possession of the Property".

43.16 Clause 23.13 is amended by deleting the word “vendor” and substituting with the word “purchaser”.

#### **44. ACCESS TO SWIMMING POOLS**

44.1 Even if a certificate of compliance is annexed to this Contract, the Vendor does not warrant that any swimming pool on the Property complies with the requirements imposed by the *Swimming Pools Act 1992* and the Regulations prescribed thereunder.

44.2 The Purchaser shall not be entitled to make a claim for compensation, objection or requisition, or rescind or terminate this Contract in respect of:

- (a) any swimming pool on the Property;
- (b) any fence, gate, window or door around the swimming pool or on the Property;
- (c) any absence of a fence, gate, window or door around the swimming pool or on the Property;
- (d) any non-compliance with the *Swimming Pools Act 1992*; and
- (e) any matter noted, or any matter related to or arising from any matter noted on a certificate of compliance or non-compliance as the case may be.

44.3 Where this Contract contains a certificate of non-compliance:

- (a) the Vendor discloses that the Vendor will not attend to any of the rectification works to render the swimming pool compliant with the *Swimming Pools Act 1992* and any associated Regulations;
- (b) the Purchaser must, after Completion, carry out all rectification works to render the swimming pool compliant with the *Swimming Pools Act 1992* and must obtain a certificate of compliance in accordance with that Act. The Purchaser’s obligation under this additional condition does not merge on Completion.
- (c) the Purchaser agrees that such rectification work shall be undertaken by them within ninety (90) days after Completion of the sale;
- (d) to the extent that the Certificate of non-compliance would otherwise be construed as a work order then the provisions of ordinary condition 11 of the Contract shall not apply in relation to the Certificate of Non Compliance;
- (e) the Purchaser shall not be entitled to make a claim for compensation, objection or requisition, or rescind or terminate this Contract in respect of anything or matter referred to, arising from or related to this special condition 43.3; and
- (f) this clause and its rights and obligations shall not merge upon Completion.

#### **45. BUILDING CERTIFICATE**

45.1 This Contract is not conditional upon the issue of a Building Certificate under section 149D of the *Environmental Planning and Assessment Act 1979* as amended in respect of the whole or any part of the Property. The Purchaser will not require the Vendor to make application for or do anything towards obtaining such a certificate or otherwise to comply with the requirements of the Local Council relating to the issue of such a certificate.

45.2 If the Purchaser desires to obtain a Building Certificate, the Purchaser will apply for it at the Purchaser’s expense. If the relevant Local Council refuses or fails to issue a Building Certificate, that refusal or failure or the facts upon which such refusal or failure are based will not be a defect in the Vendor’s title to the Property and the Purchaser must take title notwithstanding such refusal or failure or facts.

**46. SUBJECT TO COVENANTS, EASMENTS ETC.**

The Property is sold and the Purchaser shall take title subject to all matters including the rights of way, covenants and easements noted on the relevant Certificate of Title and the Purchaser shall make no requisition, objection or claim for compensation notwithstanding that such matters are not disclosed in this Contract.

**47. DISCHARGE OF MORTGAGE/WITHDRAWAL OF CAVEAT**

The Purchaser shall not object if on Settlement the Vendor hands to the Purchaser a duly executed Discharge of Mortgage (or other encumbrance) or Withdrawal of Caveat in registrable form in respect of any mortgage, encumbrance or caveat then registered or entered against the Vendor's title provided that the appropriate registration fees shall be allowed by the Vendor at Completion.

**48. PARTICULARS OF TITLE**

48.1 The Purchaser acknowledges that the Particulars set out in this Contract constitute a proper and sufficient statement of the Vendor's title and the Purchaser shall not require the Vendor to furnish to the Purchaser a written statement of the Vendor's title.

**49. BALANCE OF DEPOSIT**

49.1 Notwithstanding anything to the contrary, if the Vendor agrees to accept less than 10% of the purchase price as a deposit upon exchange, the deposit shall be deemed to be paid in instalments as follows:

- (a) The first deposit instalment of 5% of the purchase price is payable on the date of exchange; and
- (b) The second deposit instalment of 5% of the purchase price is payable on the Completion date.

49.2 In the event that:

- (a) The Purchaser defaults in the observance of any obligation hereunder which is or the performance of which has become essential; and
- (b) The Purchaser has paid a deposit which is less than 10% of the purchase price; and
- (c) The Vendor terminates this Contract then the Vendor shall be entitled to recover from the Purchaser an amount equal to 10% of the purchase price (less any deposit instalment amount already paid), as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any remedies available to the Vendor herein contained or implied, notwithstanding any rule of law or equity to the contrary. This condition shall not merge upon Completion of this Contract.

**50. ADJUSTMENT OF LAND TAX**

Despite anything contained in Clauses 14.1 and 14.2, if land tax has been paid or is payable for the year (whether by the Vendor or by the predecessor in title) land tax adjustment is required and shall be made at Settlement on the whole of the land tax payable (not just on a single holding basis).

**51. FORM OF REQUISITION**

51.1 The Purchaser agrees that the only form of requisition that the Purchaser may serve on the Vendor is the form of requisition annexed hereto.

51.2 The Purchaser agrees that notwithstanding any other provision of this Contract, the Vendor is not obliged to reply to any requisitions on title unless made in the form referred to in paragraph 51.1.

## **52. STAMP DUTY**

The Purchaser shall pay all stamp duties (including penalties and fines) which are payable in connection with this Contract and shall indemnify the Vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to the Commissioner for Stamp Duties in relation to those duties. This condition shall not merge or be extinguished on Completion of this Contract.

## **53. NO SURVEY & NO OBJECTION & NO RIGHT TO OBJECT**

The Purchaser shall make no objection, requisition or claim for compensation in respect of:

- (a) The fact that any building presently erected upon the subject land may not comply in any way with the Local Government Ordinances;
- (b) The fact that the whole or any part of the building may encroach upon any land other than the subject land or the fact that any other building or structure may encroach upon the subject land;
- (c) If annexed to this Contract is a Survey Report (of any description) relating to the Property, the purchasers acknowledge that any encroachment by or upon the Property and/or any non-compliance that may be specifically disclosed and shown in the report. The Vendor makes no warranties or representations in respect of any of the matters disclosed in the report, nor does the vendor warrant the accuracy of the report. The Purchaser shall rely on its own enquiries in relation to the report and shall not make any requisitions, objections, claims for compensation nor delay Settlement in relation to any aspect of the survey, including (but not limited to) any encroachment and/or non-compliance as previously mentioned.

## **54. ADJUSTMENTS**

The Parties agree to adjust all usual outgoings and all amounts under the Contract on Settlement, but if any amount is incorrectly calculated, overlooked or an error has been made in such calculations the Parties agree to correct such error and to reimburse each other accordingly after Settlement. This clause shall not merge on Completion.

## **55. FINANCE APPROVAL**

The Purchaser warrants to the Vendor that the Purchaser either:

- (a) holds a current loan approval in an amount and upon terms which the Purchaser considers to be reasonable and sufficient to enable Completion of this Contract; or
- (b) the Purchaser does not require finance to enable Completion of this Contract within the time stipulated in this Contract; and
- (c) the Purchaser acknowledges that as a result of making this disclosure the Purchaser cannot terminate pursuant to the *Consumer Credit Code (NSW) Act 1995*.

## **56. SEVERABILITY**

If any provision of this Contract offends any law applicable to it and is as a consequence illegal, invalid or unenforceable then:

- (a) where the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and
- (b) in any other case the offending provision must be severed from this Contract and the remaining provisions of this Contract operate as if the severed provision had not been included.

## **57. GUARANTEE & INDEMNITY**

- 57.1 Purchaser is a Company If the Purchaser of the Property is a Company (other than a public company listed on an Australian Stock Exchange) where the officers or persons who execute this Contract on behalf of the Company or who attest the affixing of the seal of the Company of this Contract (“guarantor”) hereby jointly and severally;
- (a) guarantee to the Vendor the performance of all obligations of the Purchaser under this Contract, including the payment of all money payable or recoverable from the Purchaser, notwithstanding this Contract is not enforceable against the Purchaser in whole or is varied without notice to the guarantor; or in part,
  - (b) indemnify the Vendor in respect of any default of the Purchaser under this Contract; and
  - (c) acknowledge this document is deemed to be a deed by virtue of such execution.
- 57.2 This guarantee and indemnity is given by each guarantor as a principal and is not discharged or released by any release or variation of this Contract.

## **58. ELECTRONIC SETTLEMENT**

- 58.1 If this Contract nominates an electronic transaction, the Parties agree to settle this Sale electronically in accordance and compliance with the *Electronic Conveyancing National Law*. In the event that the Purchaser’s solicitor/conveyancer is unable or unwilling to settle this matter on the PEXA Platform, then the Purchaser agrees to allow the Vendor’s solicitor reasonable expenses in the sum of \$350.00 (plus GST) to attend Settlement at either the office of the Vendor or the Vendor’s mortgagee on title. These expenses are a genuine pre-estimate of actual expenses incurred by the Vendor’s solicitor/conveyancer if Settlement does not take place electronically.
- 58.2 The provisions of this Contract continue to apply as modified by the electronic Settlement procedures unless for any reason a Party notifies the other, 21 days prior to the Completion date, in writing that Settlement can no longer be conducted electronically at which time the matter will proceed as a paper Settlement.
- 58.3 The Vendor agrees to open and populate the electronic workspace, including the date and time of Settlement and invite the Purchaser and any discharging mortgagee to join, failing which the Purchaser may do so.
- 58.4 Within 7 days of receipt of the invitation the Purchaser must join and create an electronic transfer and invite any incoming mortgagee to join as soon as reasonably practicable thereafter.
- 58.5 Completion takes place when the financial Settlement takes place.
- 58.6 Anything that cannot be delivered electronically must be given to the relevant Party immediately following Settlement.
- 58.7 If time is of the essence of the transaction and Settlement fails to proceed due to a system failure then neither Party will be in default.

## **59. BUILDING AND PEST REPORT**

- 59.1 If this Contract contains a Building and Pest Report, the Purchaser shall by way of an adjustment on Completion, in addition to the Purchase Price, pay the Vendor (or the inspector, as the case may be), the cost of the Building and Pest Report.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Information Certificate of a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?

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- (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
  - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
    - (i) whether there are any existing breaches by any party to it;
    - (ii) whether there are any matters in dispute; and
    - (iii) whether the licensor holds any deposit, bond or guarantee.
  - (b) In relation to such licence:
    - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
    - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the Property?
  - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?
- Capacity**
25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
- Requisitions and transfer**
26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser

- to make any RW payment.
28. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
  29. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
  30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
  31. The purchaser reserves the right to make further requisitions prior to completion.
  32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



FOLIO: 1322/1301408

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SEARCH DATE	TIME	EDITION NO	DATE
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22/1/2026	9:41 AM	4	30/7/2025

LAND

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LOT 1322 IN DEPOSITED PLAN 1301408  
AT GREENLEIGH  
LOCAL GOVERNMENT AREA QUEANBEYAN-PALERANG REGIONAL  
PARISH OF QUEANBEYAN COUNTY OF MURRAY  
TITLE DIAGRAM DP1301408

FIRST SCHEDULE

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MALFONE GROUP (ACT) PTY LTD (T AU13813)

SECOND SCHEDULE (9 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1301408 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (2) IN THE S.88B INSTRUMENT
- 3 DP1301408 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (3) IN THE S.88B INSTRUMENT
- 4 DP1301408 POSITIVE COVENANT
- 5 DP1301408 EASEMENT FOR DRAINAGE OF WATER 3.5 METRE(S) WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 6 DP1301408 EASEMENT FOR DRAINAGE OF WATER 3.5 METRE(S) WIDE  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1301408 EASEMENT FOR DRAINAGE OF SEWAGE 3.5 METRE(S) WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 8 DP1301408 EASEMENT FOR DRAINAGE OF SEWAGE 3.5 METRE(S) WIDE  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 AV285446 MORTGAGE TO ORDE MORTGAGE CUSTODIAN PTY LIMITED

NOTATIONS

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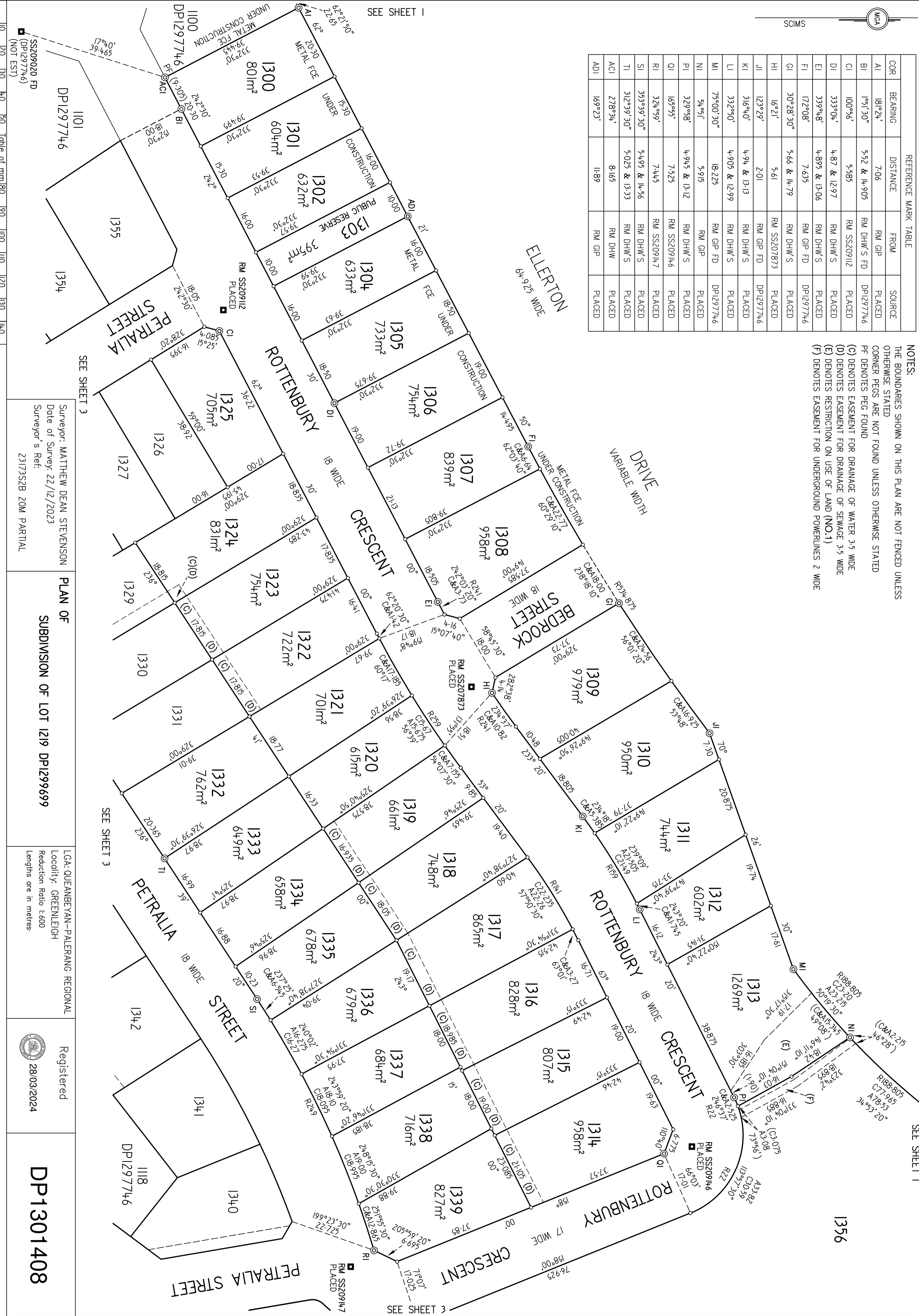
UNREGISTERED DEALINGS: NIL

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



REFERENCE MARK TABLE				
COR	BEARING	DISTANCE	FROM	SOURCE
AI	18°24'	7.06	RM GIP	PLACED
BI	19°1'30"	5.52 & 14.905	RM DHW'S FD	DP1297746
CI	100°56'	5.585	RM SS209112	PLACED
DI	33°04'	4.87 & 12.97	RM DHW'S	PLACED
EI	33°48'	4.895 & 13.06	RM DHW'S	PLACED
FI	172°08'	7.635	RM GIP FD	DP1297746
GI	30°28'30"	5.66 & 14.79	RM DHW'S	PLACED
HI	16°21'	5.61	RM SS207873	PLACED
JI	123°29'	2.01	RM GIP FD	DP1297746
KI	316°40'	4.94 & 13.13	RM DHW'S	PLACED
LI	332°50'	4.905 & 12.99	RM DHW'S	PLACED
MI	79°00'30"	18.225	RM GIP FD	DP1297746
NI	54°51'	5.915	RM GIP	PLACED
PI	329°58'	4.945 & 13.12	RM DHW'S	PLACED
QI	165°55'	7.525	RM SS209146	PLACED
RI	324°59'	7.445	RM SS209147	PLACED
SI	353°39'30"	5.495 & 14.56	RM DHW'S	PLACED
TI	312°39'30"	5.025 & 13.33	RM DHW'S	PLACED
ACI	278°34'	8.165	RM DHW	PLACED
ADI	169°23'	11.89	RM GIP	PLACED

NOTES:  
 THE BOUNDARIES SHOWN ON THIS PLAN ARE NOT FENCED UNLESS OTHERWISE STATED  
 CORNER PEGS ARE NOT FOUND UNLESS OTHERWISE STATED  
 PF DENOTES PEG FOUND  
 (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 (NO.1)  
 (F) DENOTES EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE



SEE SHEET 1  
 SEE SHEET 3  
 SS209020 FD (DP1297746) (NOT EST)  
 DP1297746  
 1101  
 1355  
 1354

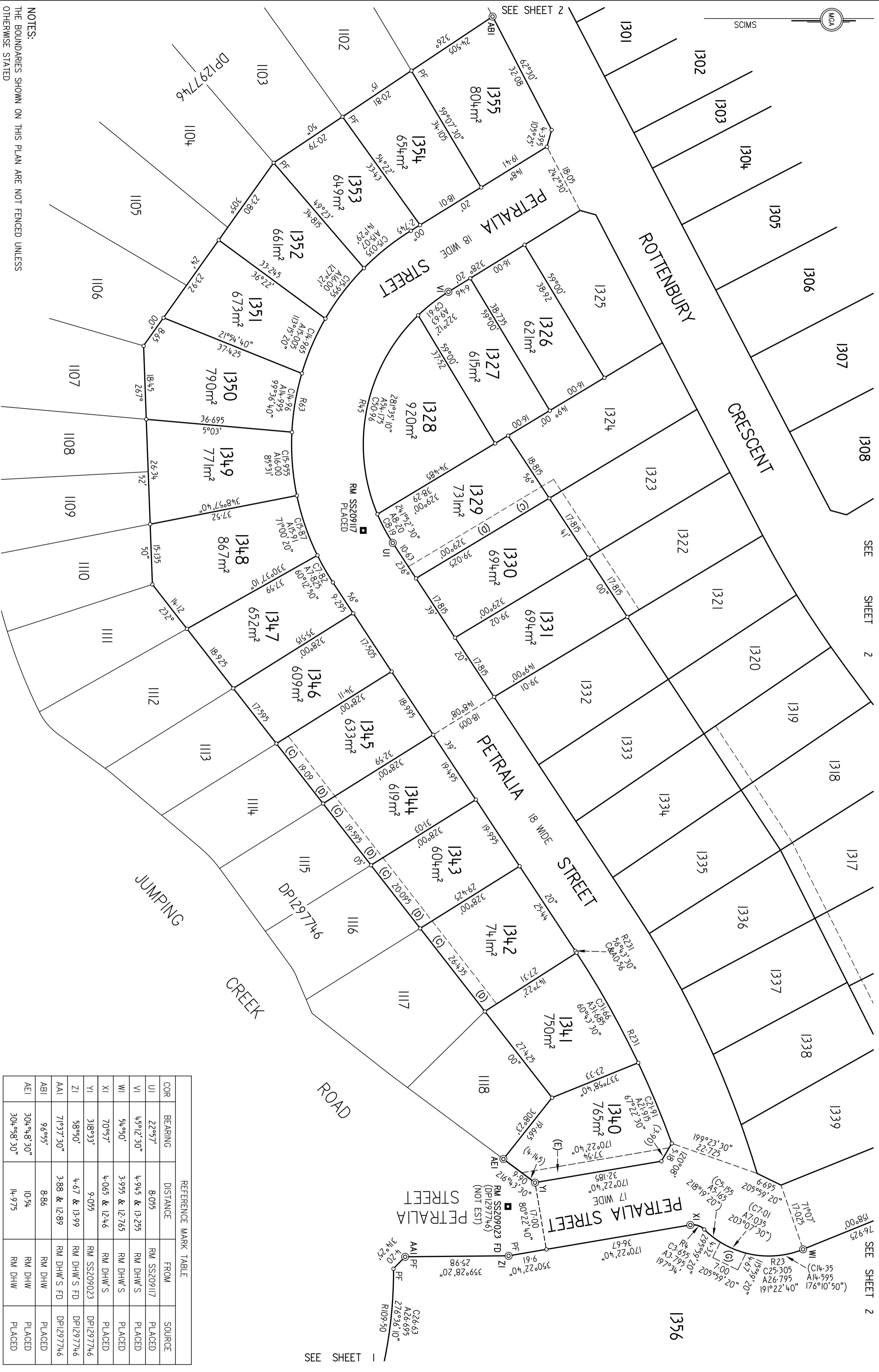
Surveyor: MATTHEW DEAN STEVENSON  
 Date of Survey: 22/12/2023  
 Surveyor's Ref: 23173528 ZOM PARTIAL

PLAN OF  
 SUBDIVISION OF LOT 1219 DP1299699

LGA: QUEANBEYAN-PALERANG REGIONAL  
 Locality: GREENLEIGH  
 Reduction Ratio 1:600  
 Lengths are in metres

Registered  
 28/03/2024

DP1301408



**NOTES:**  
 THE BOUNDARIES SHOWN ON THIS PLAN ARE NOT FENCED UNLESS OTHERWISE STATED  
 CORNER PEGS ARE NOT FOUND UNLESS OTHERWISE STATED  
 PF DENOTES PEG FOUND  
 (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 (NO.1)  
 (G) DENOTES EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION VARIABLE WIDTH

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

Surveyor: MATTHEW DEAN STEVENSON  
 Date of Survey: 22/12/2023  
 Surveyor's Ref: 23173S2B ZOM PARTIAL

**PLAN OF  
 SUBDIVISION OF LOT 1219 DP1299699**

LGA: QUEANBEYAN-PALERANG REGIONAL  
 Locality: GREENLEIGH  
 Reduction Ratio 1:600  
 Lengths are in metres

Registered  
 28/03/2024

**DP1301408**

REFERENCE MARK TABLE				
COR	BEARING	DISTANCE	FROM	SOURCE
UI	22°57'	8.055	RM SS209117	PLACED
VI	45°12'30"	4.945 & 13.255	RM DHW'S	PLACED
WI	54°50'	3.955 & 12.765	RM DHW'S	PLACED
XI	70°57'	4.065 & 12.46	RM DHW'S	PLACED
YI	318°33'	9.055	RM SS209023	DP1297746
ZI	58°50'	4.67 & 13.99	RM DHW'S FD	DP1297746
AAI	71°37'30"	3.88 & 12.89	RM DHW'S FD	DP1297746
ABI	96°55'	8.86	RM DHW	PLACED
AEI	304°48'30"	304.98 30"	RM DHW	PLACED
		14.975	RM DHW	PLACED

PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 6 sheet(s)

<p>Office Use Only</p> <p>Registered:  28/03/2024</p> <p>Title System: TORRENS</p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1301408</p>
<p><b>PLAN OF</b></p> <p style="text-align: center;"><b>SUBDIVISION OF LOT 1219 DP1299699</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><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 .....</del> or</p> <p><del>*(b) The part of the land shown in the plan (*being/*excluding ** PART LOT 1357) 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, 22/12/2023 the part not surveyed was compiled in accordance with that Regulation, or</del></p> <p><del>*(c) 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-Unculating / <del>*Steep Mountainous.</del></p> <p>Signature:  ..... Dated: 25/03/24</p> <p>Surveyor Identification No: 8703 .....</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*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.</small></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> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>ANDREW PALMER</u> .....  *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <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>Registration number: .....</p> <p>Consent Authority: <u>Queanbeyan-Palerang Regional Council</u></p> <p>Date of endorsement: <u>25 March 2024</u> .....</p> <p>Subdivision Certificate number: <u>SC.2024.0007</u> .....</p> <p>File number: <u>DA.109.2019</u> .....</p> <p><small>*Strike through if inapplicable.</small></p>
<p>Plans used in the preparation of survey/compilation.</p> <p>DP1297746, DP1249543, DP1199045, DP1299699</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>Surveyor's Reference: 23173S2B 20M PARTIAL</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 6 sheet(s)



28/03/2024

Office Use Only

Registered:

DP1301408

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PLAN OF

SUBDIVISION OF LOT 1219 DP1299699

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 2024 0007*

Date of Endorsement: *25 March 2024*

IT IS INTENDED TO DEDICATE THE EXTENSION OF ROTTENBURY CRESCENT AND PETRALIA STREET TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE BEDROCK STREET TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE LOT 1303 AND LOT 1356 TO THE PUBLIC AS PUBLIC RESERVE.

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

1. RESTRICTION ON USE OF LAND AFFECTING PART DESIGNATED (E) IN THE PLAN
2. RESTRICTION ON USE OF LAND (ENTIRE LOT)
3. RESTRICTION ON USE OF LAND (ENTIRE LOT)
4. POSITIVE COVENANT (ENTIRE LOT)
5. EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION VARIABLE WIDTH
6. EASEMENT FOR DRAINAGE OF WATER 3.5 WIDE
7. EASEMENT FOR DRAINAGE OF SEWAGE 3.5 WIDE
8. EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE

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

1. EASEMENT FOR DRAINAGE OF WATER 3.5 WIDE (DP1297746)
2. EASEMENT FOR DRAINAGE OF SEWAGE 3.5 WIDE (DP1297746)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 23173S2B 20M PARTIAL

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PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 6 sheet(s)



28/03/2024

Office Use Only

Office Use Only

Registered:

DP1301408

PLAN OF

SUBDIVISION OF LOT 1219 DP1299699

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

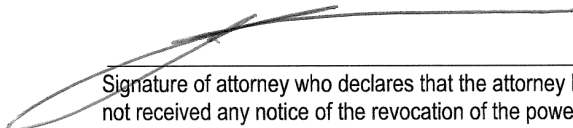
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel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

Subdivision Certificate number: SC. 2024. 0007

Date of Endorsement: 25 March 2024

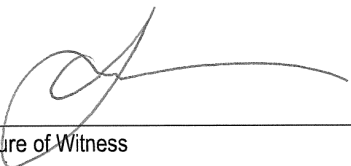
Registered Proprietor Execution for Lot 1219 DP1299699:

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

Glen Frew State Manager ACT/NSW

Full name of attorney

  
Signature of Witness

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

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

LINDA TREHARNE

Full name of Witness

Mitchell William Hugh Alexander  
Senior Development Manager

Full name of attorney

L3 64 Allara Street  
Canberra ACT 2601

Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 23173S2B 20M PARTIAL

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PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 6 sheet(s)



28/03/2024

Office Use Only

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Registered:

PLAN OF

SUBDIVISION OF LOT 1219 DP1299699

DP1301408

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 2024 0007

Date of Endorsement: 25 March 2024

Mortgagee Execution for Lot 1219 DP1299699:

Signed, sealed and delivered for and on behalf of ANZ  
Fiduciary Services Pty Ltd (ABN 91 100 709 493)  
by its attorney under a power of attorney dated 12 July 2016  
registered in New South Wales with  
Book. 4711 No. 227 in the presence of:

Signature of witness

GEHAN FERNANDO

Full name of witness

LEVEL 3A, 833 COLLINS ST  
DOCKLANDS

Address of witness

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

SIMON TWITT

Full name of attorney

Surveyor's Reference: 23173S2B 20M PARTIAL

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 6 sheet(s)



28/03/2024

Office Use Only

Office Use Only

Registered:

PLAN OF

SUBDIVISION OF LOT 1219 DP1299699

DP1301408

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.2024.0007*

Date of Endorsement: *25 March 2024*

Lot	Street number	Street name	Street type	Locality
1300	3	Rottenbury	Crescent	Greenleigh
1301	5	Rottenbury	Crescent	Greenleigh
1302	7	Rottenbury	Crescent	Greenleigh
1303	9	Rottenbury	Crescent	Greenleigh
1304	11	Rottenbury	Crescent	Greenleigh
1305	13	Rottenbury	Crescent	Greenleigh
1306	15	Rottenbury	Crescent	Greenleigh
1307	17	Rottenbury	Crescent	Greenleigh
1308	19	Rottenbury	Crescent	Greenleigh
1309	21	Rottenbury	Crescent	Greenleigh
1310	23	Rottenbury	Crescent	Greenleigh
1311	25	Rottenbury	Crescent	Greenleigh
1312	27	Rottenbury	Crescent	Greenleigh
1313	29	Rottenbury	Crescent	Greenleigh
1314	28	Rottenbury	Crescent	Greenleigh
1315	26	Rottenbury	Crescent	Greenleigh
1316	24	Rottenbury	Crescent	Greenleigh
1317	22	Rottenbury	Crescent	Greenleigh
1318	20	Rottenbury	Crescent	Greenleigh
1319	18	Rottenbury	Crescent	Greenleigh
1320	16	Rottenbury	Crescent	Greenleigh
1321	14	Rottenbury	Crescent	Greenleigh
1322	12	Rottenbury	Crescent	Greenleigh
1323	10	Rottenbury	Crescent	Greenleigh
1324	8	Rottenbury	Crescent	Greenleigh
1325	1	Petralia	Street	Greenleigh
1326	3	Petralia	Street	Greenleigh
1327	5	Petralia	Street	Greenleigh
1328	7	Petralia	Street	Greenleigh

If space is insufficient use additional annexure sheet

Surveyor's Reference: 23173S2B 20M PARTIAL

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PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 6 sheet(s)



28/03/2024

Office Use Only

Office Use Only

Registered:

PLAN OF

SUBDIVISION OF LOT 1219 DP1299699

DP1301408

Subdivision Certificate number: *SC.2024.0007*

Date of Endorsement: *25 March 2024*

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
1329	11	Petralia	Street	Greenleigh
1330	13	Petralia	Street	Greenleigh
1331	15	Petralia	Street	Greenleigh
1332	17	Petralia	Street	Greenleigh
1333	19	Petralia	Street	Greenleigh
1334	21	Petralia	Street	Greenleigh
1335	23	Petralia	Street	Greenleigh
1336	25	Petralia	Street	Greenleigh
1337	27	Petralia	Street	Greenleigh
1338	29	Petralia	Street	Greenleigh
1339	31	Petralia	Street	Greenleigh
1340	32	Petralia	Street	Greenleigh
1341	30	Petralia	Street	Greenleigh
1342	28	Petralia	Street	Greenleigh
1343	26	Petralia	Street	Greenleigh
1344	24	Petralia	Street	Greenleigh
1345	22	Petralia	Street	Greenleigh
1346	20	Petralia	Street	Greenleigh
1347	18	Petralia	Street	Greenleigh
1348	16	Petralia	Street	Greenleigh
1349	14	Petralia	Street	Greenleigh
1350	12	Petralia	Street	Greenleigh
1351	10	Petralia	Street	Greenleigh
1352	8	Petralia	Street	Greenleigh
1353	6	Petralia	Street	Greenleigh
1354	4	Petralia	Street	Greenleigh
1355	2	Petralia	Street	Greenleigh
1356	43	Jumping Creek	Road	Greenleigh
1357	20	Jumping Creek	Road	Greenleigh

If space is insufficient use additional annexure sheet

Surveyor's Reference: 23173S2B 20M PARTIAL

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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 11

Plan: **DP1301408**

Plan of Subdivision of Lot 1219 DP1299699

Subdivision No: *SC. 2024. 6007*

Date: *25 March 2024*

Full name and address of proprietors of the land:

Peet Jumping Creek Pty Ltd,  
 ABN 35 633 663 760  
 200 St Georges Terrace,  
 Perth,  
 WA 6000

Full name and address of mortgagee of the land:

ANZ Fiduciary Services Pty Ltd  
 ABN 91 100 709 493  
 833 Collins Street  
 Docklands  
 VIC 3008

**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.	Restriction on use of land affecting part designated (E) in the plan	Part 1313 Part 1340	Queanbeyan-Palerang Regional Council
2.	Restriction on use of land (Entire Lot)	1300-1302 (inclusive) 1304-1355 (inclusive)	Queanbeyan-Palerang Regional Council
3.	Restriction on use of land (Entire Lot)	1300-1302 (inclusive) 1304-1355 (inclusive)	Queanbeyan-Palerang Regional Council
4.	Positive covenant (Entire Lot)	1300-1302 (inclusive) 1304-1355 (inclusive)	Queanbeyan-Palerang Regional Council
5.	Easement for multi-purpose electrical installation variable width	1356	Essential Energy ABN 37 428 185 226
6.	Easement for drainage of water 3.5 wide	1319  1318  1317  1316	1320 Queanbeyan-Palerang Regional Council  1319, 1320 Queanbeyan-Palerang Regional Council  1318-1320 (inclusive) Queanbeyan-Palerang Regional Council  1317-1320 (inclusive) 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 11

Plan: **DP1301408**

Plan of Subdivision of Lot 1219 DP1299699

Subdivision No: *SC. 2024.0007*

Date: *25 March 2024*

		1315	1316-1320 (inclusive) Queanbeyan-Palerang Regional Council
		1314	1315-1320 (inclusive) Queanbeyan-Palerang Regional Council
		1322	1321 Queanbeyan-Palerang Regional Council
		1323	1321, 1322 Queanbeyan-Palerang Regional Council
		1324	1321-1323 (inclusive) Queanbeyan-Palerang Regional Council
		1329	1321-1324 (inclusive) Queanbeyan-Palerang Regional Council
		1345	1346 Queanbeyan-Palerang Regional Council
		1344	1345, 1346 Queanbeyan-Palerang Regional Council
		1343	1344-1346 (inclusive) Queanbeyan-Palerang Regional Council
		1342	1341, 1343-1346 (inclusive) Queanbeyan-Palerang Regional Council
7.	Easement for drainage of sewage 3.5 wide	1319	1320 Queanbeyan-Palerang Regional Council
		1318	1319, 1320 Queanbeyan-Palerang Regional Council
		1317	1318-1320 (inclusive) 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 3 of 11

Plan: **DP1301408**

Plan of Subdivision of Lot 1219 DP1299699

Subdivision No: *SC. 2024. 0007*

Date: *25 March 2024*

		1316	1317-1320 (inclusive) Queanbeyan-Palerang Regional Council
		1315	1316-1320 (inclusive) Queanbeyan-Palerang Regional Council
		1314	1315-1320 (inclusive) Queanbeyan-Palerang Regional Council
		1322	1321 Queanbeyan-Palerang Regional Council
		1323	1321, 1322 Queanbeyan-Palerang Regional Council
		1324	1321-1323 (inclusive) Queanbeyan-Palerang Regional Council
		1329	1321-1324 (inclusive) Queanbeyan-Palerang Regional Council
		1345	1346 Queanbeyan-Palerang Regional Council
		1344	1345, 1346 Queanbeyan-Palerang Regional Council
		1343	1344-1346 (inclusive) Queanbeyan-Palerang Regional Council
		1342	1341, 1343-1346 (inclusive) Queanbeyan-Palerang Regional Council
8.	Easement for underground powerlines 2 wide	1356	Essential Energy ABN 37 428 185 226

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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 4 of 11

Plan: **DP1301408**

Plan of Subdivision of Lot 1219 DP1299699

Subdivision No: *SC. 2024. 0007*

Date: *25 March 2024*

**PART 1A – RELEASE**

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 (DP1297746)	1112 DP1297746  1117 DP1297746	1300-1346 (inclusive) and 1348-1357 (inclusive), Bedrock Street, Rottenbury Crescent, and Petralia Street being part formerly in Lot 1219 DP1299699  1300-1340 (inclusive) and 1347-1357 (inclusive), Bedrock Street, Rottenbury Crescent and Petralia Street being part formerly in Lot 1219 DP1299699
2.	Easement for drainage of sewage 3.5 wide (DP1297746)	1112 DP1297746  1117 DP1297746	1300-1346 (inclusive) and 1348-1357 (inclusive), Bedrock Street, Rottenbury Crescent, and Petralia Street being part formerly in Lot 1219 DP1299699  1300-1340 (inclusive) and 1347-1357 (inclusive), Bedrock Street, Rottenbury Crescent, and Petralia Street being part formerly in Lot 1219 DP1299699

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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 5 of 11

Plan: **DP1301408**

Plan of Subdivision of Lot 1219 DP1299699

Subdivision No: *SC-2024-0007*

Date: *25 March 2024*

## PART 2 - TERMS

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### 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 6 of 11

Plan: **DP1301408**

Plan of Subdivision of Lot 1219 DP1299699

Subdivision No: *SC.2024.0007*

Date: *25 March 2024*

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## 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 1 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.

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## 4. Terms of Restriction on Use of Land numbered 2 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 7 of 11

Plan: **DP1301408**

Plan of Subdivision of Lot 1219 DP1299699

Subdivision No: *SC. 2024. 0007*

Date: *25 March 2024*

- 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.

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**5. Terms of Restriction on Use of Land numbered 3 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.

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**6. Terms of Positive Covenant numbered 4 on the Plan**

- 6.1 All plantings on the entire site, including within building envelopes, are to exclude species listed on the regional weeds list.
- 6.2 Name of Authority having the power to release, vary or modify this Positive Covenant is Queanbeyan-Palerang Regional Council.

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**7. Terms of Easement numbered 5 on the Plan**

- 7.1 Easement for a multi-purpose electrical installation pursuant to the terms of Part C of dealing AG189384.
- 7.2 Name of Authority having the power to release, vary or modify this Easement is Essential Energy.

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**8. Terms of Easement numbered 8 on the Plan**

- 8.1 Easement for underground powerlines pursuant to the terms of Part B of dealing AG189384.
- 8.2 Name of Authority having the power to release, vary or modify this Easement is Essential Energy.



**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 11

Plan: **DP1301408**

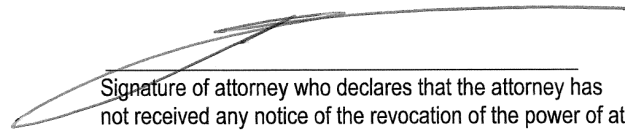
Plan of Subdivision of Lot 1219 DP1299699

Subdivision No: *SC.2024.0007*

Date: *25 March 2024*

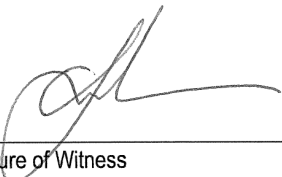
**Registered Proprietor Execution for Lot 1219 DP1299699:**

**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 attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

*Glen Frew State Manager ACT/NSW*

Full name of attorney

  
Signature of Witness

*LINDA TREHARNE*  
Full name of Witness

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

**Mitchell William Hugh Alexander**  
*Senior Development Manager*  
Full name of attorney

*L3, 64 Allara Street Canberra ACT 2601*  
Address of Witness

**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 9 of 11

Plan: **DP1301408**

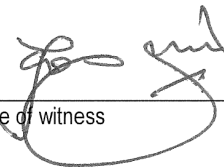
Plan of Subdivision of Lot 1219 DP1299699

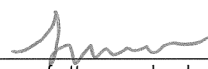
Subdivision No: *SC-2024-0007*

Date: *25 March 2024*

**Mortgagee Execution for Lot 1219 DP1299699:**

Signed, sealed and delivered for and on behalf of ANZ  
Fiduciary Services Pty Ltd (ABN 91 100 709 493)  
by its attorney under a power of attorney dated 12 July 2016  
registered in New South Wales with  
Book. 4711 No. 227 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

*GEHAN FERNANDO*  
\_\_\_\_\_  
Full name of witness

*SIMON TWITT*  
\_\_\_\_\_  
Full name of attorney

*LEVEL 3A, 833 COLLINS ST*  
*DOCKLANDS*  
\_\_\_\_\_  
Address of witness

**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

Plan: **DP1301408**

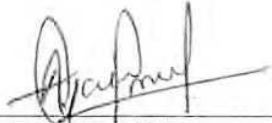
Subdivision No: SC.2024.0007

Sheet 10 of 11

Plan of Subdivision of Lot 1219 DP1299699

Date: 25 March 2024

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

**AMUL GAIRE**

Name of Witness

**ANDREW PALMER**

Name of Authorised Officer signing on  
Behalf of Queanbeyan-Palerang  
Regional Council

**257 Crawford Street,  
Queanbeyan, NSW, 2620**

Address of Witness

**Coordinator - Development Engineering**

Authority of Authorised Officer

**Sec 377 of LG Act 1993.**

**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 11 of 11


Plan: **DP1301408**


Plan of Subdivision of Lot 1219 DP1299699

Subdivision No: *SC.2024.0007*

Date: *25 March 2024*

Executed for and on behalf of **Essential Energy**  
**ABN 37 428 185 226** by its duly appointed attorney  
under Power of Attorney registered in New South Wales  
with Book 4745 No.85 in the presence of:

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

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

*James Kay*  
\_\_\_\_\_  
Full Name of Witness

*Kelly Buckle*  
\_\_\_\_\_  
(Print) Full Name and title of attorney

*Acting Head of Legal*

*8 Butler Street*  
\_\_\_\_\_  
Address of Witness

*PsA Macquene*

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

issued under  
*Environmental Planning and Assessment Act 1979*

Infotrack  
GPO Box 4029  
SYDNEY NSW 2001

**Certificate No.:** PL.2026.0138  
**Your Reference:** 21652

ecertificates@infotrack.com.au

**Subject Land:**

<b>Property Number:</b>	358745
<b>Property Address:</b>	12 Rottenbury Crescent GREENLEIGH NSW 2620
<b>Legal Description:</b>	Lot 1322 DP 1301408

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

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

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

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

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

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

- *SEPP (Biodiversity and Conservation) 2021*
- *SEPP (Exempt and Complying Development Codes) 2008*
- *SEPP (Housing) 2021*
- *SEPP (Industry and Employment) 2021*
- *SEPP (Planning Systems) 2021*
- *SEPP (Precincts - Regional) 2021*
- *SEPP (Primary Production) 2021*
- *SEPP (Resilience and Hazards) 2021*
- *SEPP (Resources and Energy) 2021*
- *SEPP (Sustainable Buildings) 2022*
- *SEPP (Transport and Infrastructure) 2021*

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

**OFFICES**

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

**POSTAL**

PO Box 90, Queanbeyan NSW 2620

**PHONE**

P: 1300 735 025

**EMAIL/WEB**

E: [council@qprc.nsw.gov.au](mailto:council@qprc.nsw.gov.au)  
W: [www.qprc.nsw.gov.au](http://www.qprc.nsw.gov.au)

ABN 95 933 070 982

### 1.1.3 Development Control Plan

#### Lot 1322 DP 1301408 Queanbeyan Development Control Plan 2012

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

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

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

#### 1.2.1. Draft Local Environmental Plans

Application No	Description
PP.2024.0006	Housekeeping Amendment 2024 to QPRLEP 2022
PP.2025.0003	Amendment to QPRLEP 2022 – Subdivision of land with multiple zones (minimum lot size)

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

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

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

[www.planning.nsw.gov.au/policy-and-legislation/state-environmental-planning-policies](http://www.planning.nsw.gov.au/policy-and-legislation/state-environmental-planning-policies)

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

Lot 1322 DP 1301408 No.

## 2. Zoning and land use under relevant LEPs

- 2.1. Identity of the zone:

Lot 1322 DP 1301408 C4 Environmental Living

### 2.2 C4 Environmental Living - Queanbeyan-Palerang Regional LEP 2022

- Objectives of zone
  - To provide for low-impact residential development in areas with special ecological, scientific or aesthetic values.
  - To ensure that residential development does not have an adverse effect on those values.
  - To encourage development that is visually compatible with the landscape.
  - To minimise the impact of development on the natural environment.
  - To ensure development does not unreasonably increase the demand for public services or public facilities.
- Permitted without consent  
**Extensive agriculture; Home businesses; Home occupations.**
- Permitted with consent  
**Agritourism; Animal boarding or training establishments; Bed and breakfast accommodation; Building identification signs; Business identification signs; Cellar door premises; Community facilities; Dual occupancies; Dwelling houses;**

**Emergency services facilities; Environmental protection works; Farm buildings; Farm stay accommodation; Flood mitigation works; Function centres; Home-based child care; Home industries; Information and education facilities; Intensive plant agriculture; Neighbourhood shops; Oyster aquaculture; Places of public worship; Plant nurseries; Pond-based aquaculture; Recreation areas; Restaurants or cafes; Roads; Roadside stalls; Secondary dwellings; Tank-based aquaculture; Water reticulation systems; Water storage facilities.**

4. Prohibited

**Industries; Local distribution premises; Service stations; Turf farming; Warehouse or distribution centres; Any other development not specified in item 2 or 3.**

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

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

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

**Lot 1322 DP 1301408            There are no additional uses permitted on this land.**

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

**Lot 1322 DP 1301408**

**C4 - Environmental Living**

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

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

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

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

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

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

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

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

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

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

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

**Lot 1322 DP 1301408                      No.**

2.6. Whether the land is in a conservation area:

**Lot 1322 DP 1301408                      No.**

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

**Lot 1322 DP 1301408                      No.**

### **3. Contributions plans**

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

**Lot 1322 DP 1301408                      Queanbeyan City Council Section 94 Contributions Plan 2012.**

**Lot 1322 DP 1301408                      Queanbeyan Section 94 Contributions Plan for Extractive Industry 2014.**

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

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

**Lot 1322 DP 1301408                      No.**

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

**Lot 1322 DP 1301408                      No.**

## 4. Complying Development

- 4.1. If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A (1) (c)-(e), (2), (3) or (4), 1.18 (1) (c3) or 1.19.

Zone C4 Environmental Living Lot 1322 DP 1301408	Land on which complying development may be carried out
Part 3 Housing Code	Not Applicable
Part 3A Rural Housing Code	Not Applicable
Part 3B Low Rise Housing Diversity Code	Not Applicable
Part 3BA Pattern Book Development Code	Not Applicable
Part 3C Greenfield Housing Code	Not Applicable
Part 3D Inland Code	Not Applicable
Part 4 Housing Alterations Code	Yes
Part 4A General Development Code	Yes
Part 5 Industrial and Business Alterations Code	Yes
Part 5A Industrial and Business Buildings Code	Not Applicable
Part 5B Container Recycling Facilities Code	Not Applicable
Part 6 Subdivisions Code	Yes
Part 7 Demolition Code	Yes
Part 8 Fire Safety Code	Yes
Part 9 Agritourism and Farm Stay Accommodation Code	Not Applicable

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

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

Not Applicable.	
-----------------	--

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

Lot 1322 DP 1301408                      No.

## 5. Exempt development

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

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

### 5.1.1. Division 1 General Exempt Development Code

Lot 1322 DP 1301408                      Yes.

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

**Lot 1322 DP 1301408**            **Yes.**

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

**Lot 1322 DP 1301408**            **Yes.**

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

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

**5.2.1. Division 1 General Exempt Development Code**

**Lot 1322 DP 1301408**            **Not applicable.**

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

**Lot 1322 DP 1301408**            **Not applicable.**

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

**Lot 1322 DP 1301408**            **Not applicable.**

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

**Not applicable.**

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

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

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

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

**No.**

- 6.2. Is there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

**No.**

- 6.3. Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

**No.**

## 7. Land reserved for acquisition

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

**Lot 1322 DP 1301408**                      **No.**

## 8. Road widening and road realignment

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

**Lot 1322 DP 1301408**                      **No.**

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

**Lot 1322 DP 1301408**                      **No.**

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

**Lot 1322 DP 1301408**                      **No.**

## 9. Flood related development controls information

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

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

**Probable maximum flood** has the same meaning as in the *Flood Risk Management Manual*.

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

**Lot 1322 DP 1301408**                      **No.**

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

9.2. Whether the land or part of the land is between the flood planning area and the probable maximum flood and is subject to flood related development controls.

**Lot 1322 DP 1301408**                      **No.**

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

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

**Adopted policy** means a policy adopted—

(a) by the council, or

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

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

**No.**

## 10.2. Bushfire:

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

## 10.3. Contamination:

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

**Lot 1322 DP 1301408**

**Council has received information in the past confirming that historical mining and agricultural activities at Lot 1 DP 1249543 (28 Lonergan Drive Greenleigh NSW) have resulted in land contamination on the site. This information was contained in advice from engineering and contamination consultants reports and assessments dated in 2010; and more recently, from 2020, 2021 and 2022. Council received a Site Audit Report from Harwood Environmental Consultants (project 20055 dated 24 October 2023) that concluded that the site investigation, remediation and validation was undertaken appropriately. It confirmed that the site has been rendered suitable for the proposed land use (residential with accessible soil and gardens) and that no further investigation or remediation is required. The auditor recommended a precautionary approach to groundwater development is used. This issue is due to natural mineralisation and is covered in the environmental management plan completed by the current consultants. Site Audit Statement 351 dated 24 October 2023 prepared by Rod Harwood of Harwood Environmental Consultants advises that, subject to compliance with environmental management plan (Douglas Partners reference 8824.17.R.001 Rev 1 dated 17 October 2023), the land described as Package 1 Area (part Lot 1 DP 1249543; an area of 29 hectares of the total Jumping Creek area of 95 hectares) is suitable for the following uses:  
Residential with accessible soil, including garden (minimal home-grown produce contributing less than 10% fruit and vegetable intake), excluding poultry; and Park, recreational open space, playing field.**

## 10.4. Salinity:

**Lot 1322 DP 1301408 No.**

## 10.5. Highly erodible soils:

**Lot 1322 DP 1301408 No.**

10.6. Slopes over 18 degrees:

**Lot 1322 DP 1301408**                      **No.**

10.7. Aircraft noise:

**Lot 1322 DP 1301408**                      **No.**

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

10.8. Land near Cooma Road Quarry:

**Lot 1322 DP 1301408**                      **No.**

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

**Lot 1322 DP 1301408**                      **No.**

## 11. Bushfire prone land

Is the land bushfire prone?

**Lot 1322 DP 1301408**                      **No.**

## 12. Loose-fill asbestos insulation

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

**No.**

**Council is not aware of any residential premises on the land that are affected by loose-fill asbestos insulation (Division 1A of Part 8 of the *Home Building Act 1989*) and that are listed on the NSW register that is required to be maintained under that Division.**

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

**Some buildings located in the Queanbeyan-Palerang local government area have been identified as containing loose-fill asbestos insulation (sometimes referred to as “Mr Fluffy” insulation), for example, in the roof space. You should make your own enquiries as to the age of the buildings on the land to which this certificate relates.**

**If the land contains a building constructed prior to 1980, Queanbeyan-Palerang Regional Council strongly recommends that any potential purchaser obtains advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land; and, if so, the health risks (if any) this may pose for the building’s occupants.**

**Nothing in this statement relates to information about the presence of bonded asbestos materials such as asbestos cement sheeting that may have been used at this site.**

**Contact NSW Fair Trading for further information:**

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

### 13. Mine subsidence

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

**No.**

### 14. Paper subdivision information

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

**No.**

### 15. Property Vegetation Plans

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

**Lot 1322 DP 1301408                      No.**

### 16. Biodiversity stewardship sites

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

**Lot 1322 DP 1301408                      No.**

### 17. Biodiversity certified land

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

**Lot 1322 DP 1301408                      No.**

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

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

**No.**

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

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

**Not applicable.**

## 20. Western Sydney Aerotropolis

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

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

**Not applicable.**

## 21. Development consent for seniors housing

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

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

**Not applicable.**

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

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

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

**No.**

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

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

**Not applicable.**

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

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

**Not applicable.**

### 23. Water or sewerage services

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

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

**Not applicable.**

### 24. Special entertainment precincts

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

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

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

**No.**

### 25. Interim development in future infrastructure corridors

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

**Not applicable.**

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

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

**Lot 1322 DP 1301408                      No.**

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

**Lot 1322 DP 1301408                      No.**

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

**Lot 1322 DP 1301408                      No.**

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

**Lot 1322 DP 1301408                      No.**

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

**Lot 1322 DP 1301408                      Yes. This land is subject to a Site Audit Statement.  
Refer to Clause 10 of this certificate.**

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

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

**Additional notes**

**No additional notes.**

**Notes and disclaimer**

1. The information in this certificate only relates to the real property identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
2. The NSW *Environmental Planning and Assessment Act 1979* is referred to in this Certificate as 'the Act'.
3. This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

Checked: TL



**Rebecca Ryan**  
General Manager  
Queanbeyan-Palerang Regional Council

23 January 2026

## QUEANBEYAN-PALERANG REGIONAL COUNCIL SEWER SERVICE DIAGRAM

Infotrack  
ecertificates@infotrack.com.au

### Subject Land:

<b>Certificate Number:</b>	ENG.2026.0116
<b>Property Address:</b>	12 Rottenbury Crescent GREENLEIGH NSW 2620
<b>Legal Description:</b>	Lot 1322 DP 1301408

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

Council's records do not include an internal sewer service diagram for this property as it forms part of an ongoing development.

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

Yours Faithfully,

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

Compiled by: DZ

Signature: 

03 February 2026

### Disclaimer

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

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

### OFFICES

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

### POSTAL

PO Box 90, Queanbeyan NSW 2620

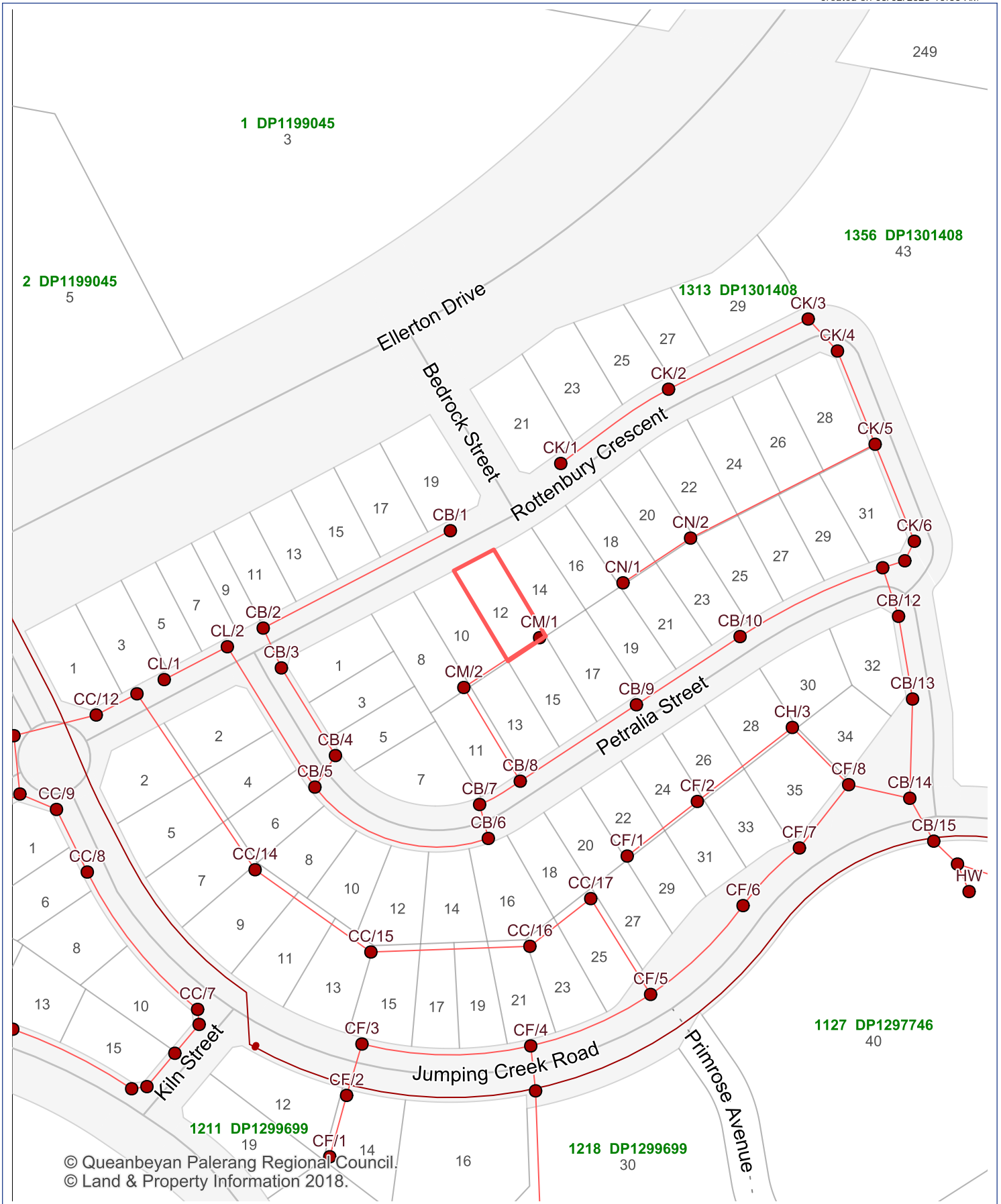
### PHONE

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### EMAIL/WEB

E: [council@qprc.nsw.gov.au](mailto:council@qprc.nsw.gov.au)  
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<b>Projection:</b>	GDA2020 / MGA zone 55
<b>Date:</b>	03/02/2026
<b>Created By:</b>	