

Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Hive Property Canberra level 1 4 Campion Street Deakin ACT 2600	phone: 0402507902 email: steph@hiveproperty.co ref: Steph Hunt
co-agent		
vendor	Stephanie Jane Hunt, Simon David Dwight Unit 5 29 Bott Crescent Casey ACT 2913	
vendor's solicitor	Antos Legal Pty Ltd PO Box 62, Woden 2606	phone: 0401 523 357 email: georgia@antoslegal.com.au ref: GF0173
date for completion land (address, plan details and title reference)	30 days after the contract date 8 Creekborough Road Bywong NSW 2621 LOT 2 DEPOSITED PLAN 1300564 Folio Identifier 2/1300564	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input checked="" type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>Stephanie Jane Hunt, Simon David Dwight</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <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>Signed by 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 extent
- Margin scheme will be used in making the taxable supply NO yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$

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

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

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

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

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 checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location print) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewer 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 <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 contract or management statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate (strata) <input type="checkbox"/> 57 information certificate (association) <input type="checkbox"/> 58 document relevant to an exclusive supply network <input type="checkbox"/> 59 disclosure statement - off the plan contract <input type="checkbox"/> 60 other document relevant to the off the plan contract Other <input type="checkbox"/> 61
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <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, other than an option that is void under the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

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:

<p>Australian Taxation Office County Council Department of Education Department of Planning, Housing and Infrastructure Department of Primary Industries and Regional Development Electricity, gas and telecommunications Homes NSW</p>	<p>Local Council Local Land Services NSW Fair Trading NSW Public Works Owner of adjoining land Privacy Subsidence Advisory NSW Transport agencies Water, sewerage or drainage authority</p>
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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. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.
13. From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (15% as at 1 January 2025);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <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 20 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

- 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 whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –

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

13 Goods and services tax (GST)

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

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 by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development contract or management statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 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 whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event, but does not apply to an event to which clause 28 applies.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 • either *party* *serving* notice of the event happening;
 • every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 • the end of the time for the event to happen.

- 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.

8 CREEKBOROUGH RD BYWONG NSW 2627

SPECIAL CONDITIONS

1 Changes to Standard contract

- (a) Clause 7.1.1 is amended by deleting “5%” and inserting “1%”.
- (b) Clause 7.2.1 is amended by deleting “10%” and inserting “5%”.
- (c) Clause 7.2.6 is amended by inserting the words “and the amount held and the interest earned on it, less taxes and bank charges) is to be paid to the vendor” after “claims lapse”.
- (d) Clause 8.1.1 is amended by deleting the words “on reasonable grounds”.
- (e) Clause 8.1.3 is amended by substituting the words “seven days” for “fourteen days”.
- (f) Clause 10.1 is amended by including the words “or delay completion” after the word “terminate”.
- (g) Clause 10.1.8 and clause 10.1.9 are amended by substituting the word “existence” for “substance”.
- (h) Clause 13.2, clause 13.8 and clause 13.9 are deleted
- (i) Clause 14.4.2 is amended by deleting the first two bullet points.
- (j) Clauses 28 and 29 are deleted

2 Interpretation

- (a) For the avoidance of doubt, the printed terms of the standard NSW Law Society contract 2026 (**General Conditions**) apply to this contract.
- (b) The parties agree:
 - (i) to the extent of any inconsistency between these special conditions and the General Conditions, these special conditions override the General Conditions;
 - (ii) each of the terms of this contract is separate, severable and independent;
 - (iii) that a provision of this contract which has not been complied with and has not been waived does not merge on completion;
 - (iv) to do all things and execute all further documents necessary to give full effect to this contract;
 - (v) that any notice or other communication made under this contract must be in reasonably legible writing and in English;
 - (vi) that this contract may be executed in any number of counterparts and all counterparts are taken together to constitute the contract;
 - (vii) that this contract is the entire contract between the parties in respect of its subject matter; and
 - (viii) that this contract is governed by the laws of the State of New South Wales and the parties irrevocably submit to the non-exclusive jurisdiction

of the courts of New South Wales.

3 Whole Agreement

The purchaser acknowledges that the purchaser does not rely upon any warranty or representation made by the vendor, any agent or other person on behalf of the vendor except those set out in this contract but has relied entirely upon the purchaser's own enquiries and inspection of the property.

4 Condition of property

4.1 Reliance on own inspections

- (a) The purchaser accepts the property subject to all defects, latent and patent, and will make no objection, requisition or claim in respect thereof.
- (b) The purchaser, whether or not they have inspected the property, shall be deemed to purchase the property with full notice of the condition and state of repair of the property in all respects and no objection, requisition, or claim for compensation may be made by the purchaser in respect of the condition and state of repair of the property.

4.2 Compliance with laws and regulations

- (a) The purchaser acknowledges that the improvements on the property may be subject to or require compliance with current building regulations, by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed.
- (b) A failure to comply with any such regulations or laws will not constitute a defect in the vendor's title. The purchaser indemnifies and keeps indemnified the vendor on or after the day of sale in respect of all orders or requirements under the building regulations.

4.3 No representation or warranty as to contamination

The purchaser acknowledges that the vendor has not made nor shall be construed as having made any representation or warranty that the property is free of contamination. The purchaser acknowledges having made its own enquiries and investigations as to the environmental state of the property and the purchaser relies entirely on the result of its investigations and on its own judgement in entering into this contract.

4.4 No claim or requisition

The purchaser will not make any objection, requisition, claim for compensation, or delay settlement of this transaction or rescind or terminate this contract because of:

- (a) any matter that was capable of discovery by or on behalf of the purchaser or was or should have been within the knowledge of the purchaser as a result of the purchaser's inspections and enquiries;
- (b) any omission or mistake in the description, measurements or area of the property;
- (c) any encroachment by or on the property;

- (d) any need to erect new fencing on correct boundaries or to dismantle existing fencing;
- (e) any loss, damage, need for repair relating to the property; or
- (f) the requirements of a statutory authority made on or after the Date of this contract.

5 Existing Encumbrances

- (a) If on completion there is noted on the folio of the register for the property a mortgage or caveat, the purchaser must accept on completion in registrable form a discharge of that mortgage or a withdrawal of that caveat in respect of the property.
- (b) The vendor must on completion allow the purchaser the registration fees payable in respect of that discharge of mortgage or a withdrawal of caveat.
- (c) This Special Condition does not apply to a caveat lodged by a person or corporation having an interest in the property as a result of the purchaser's interest, in which case the purchaser must complete subject to such caveat.

6 Caveats

Despite clause 3.3, the purchaser must not register any caveat against the title to the property notifying its interest under this Contract. A breach of this Clause constitutes a breach of an essential term of this Contract entitling the vendor to terminate the Contract in accordance with Clause 9.

7 Late Completion

If completion of this contract does not take place by the due date due to the fault of the purchaser:

- (a) the purchaser must pay interest on the full purchase price at the rate of 10% per annum calculated daily commencing on the due date for completion and continuing to and including the actual date of completion. The parties agree that this is a genuine pre-estimate of the damages incurred by the vendor for the delay in completion. The interest payable is in addition to any other right which the vendor may have under this contract. In addition to the interest payable under this clause, the purchaser must pay the sum of \$550.00 (inclusive of GST) to be applied towards the vendors additional legal costs incurred as a result of the delay; and
- (b) then the parties agree that the adjustments under clause 14 of the General Conditions will be calculated from the due date for completion and not the date of actual completion.

8 Notice to Complete

If completion of this contract does not take place by the due date, the vendor or their solicitor, may issue a notice to complete to the purchaser requiring completion within the period of fourteen (14) days from the date of service of the notice. The parties agree that the period of fourteen (14) days is sufficient notice. If the vendor issues a Notice to Complete the purchaser must pay the sum of \$330.00 (inclusive of GST) to

be applied towards additional legal costs incurred by the vendor with respect to the service of the Notice to Complete.

9 Breach of Statutory Warranty by vendor

- (a) If the purchaser discovers that the vendor has breached any warranty implied by the *Conveyancing (Sale of Land) Regulation 2017*, the purchaser must, within seven days of discovering that breach, notify the vendor in writing of that breach.
- (b) If the vendor breaches any warranty implied by the *Conveyancing (Sale of Land) Regulation 2017*, the vendor may, before completion, serve a notice:
 - (i) setting out the breach;
 - (ii) requesting the purchaser to serve a notice on the vendor irrevocably waiving the breach (**Waiver**); and
 - (iii) indicating that the vendor intends to rescind this contract if the Waiver is not served within 14 days of service of that notice.
- (c) The vendor may rescind the contract if:
 - (i) the vendor serves a notice under sub-paragraph 2 of this Special Condition; and
 - (ii) the purchaser does not serve the Waiver within the time required under the notice.
- (d) If the purchaser serves a Waiver before the vendor rescinds under sub-paragraph 3 of this clause, the vendor is no longer entitled to rescind under sub-paragraph 3 of this Special Condition.
- (e) The purchaser has no claim against the vendor for breach of any warranty implied by the *Conveyancing (Sale of Land) Regulation 2017* other than the right of rescission given by that Regulation.

10 Consumer Credit

- (a) The purchaser acknowledges and warrants to the vendor either that credit is not required to complete this contract or credit to complete this contract has already been approved on terms acceptable to the purchaser.
- (b) The purchaser will indemnify the vendor in respect of all claims or actions and costs arising therefrom in respect of a breach of this warranty.

11 FIRB Approval

- (a) The purchaser warrants that the purchaser has obtained (or is not required to obtain) any necessary consent or approval from the *Commonwealth Treasurer under the Foreign Acquisitions and Takeovers Act 1975* as to the purchase of the property by the purchaser.
- (b) A breach of the warranty given under Special Condition 48.1 entitles the vendor to terminate this contract and the provisions of clause 19 apply. The purchaser indemnifies the vendor in respect of all claims or actions and costs arising therefrom in respect of a breach of this warranty.

- (c) This Special Condition does not merge on completion.

12 Assistance

- (a) The purchaser must perform all acts, or do all things, required under this contract in a timely manner.
- (b) The purchaser must provide all reasonable assistance to the vendor to assist with the vendor complying with its obligations under this contract.

13 Rescission on Death / Liquidation

Without in any way negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this Special Condition not been included in this contract, if the purchaser (or one of them if there is more than one purchaser) prior to completion:

- (a) dies or becomes mentally ill; or
- (b) being a company:
- (i) is subject to an order or an effective resolution to wind it up or if it enters into any scheme of arrangement with its creditors under Part 5 of the Corporations Act, or
 - (ii) if any liquidator, provisional liquidator, administrator, receiver or official manager is appointed in respect of it,

THEN the vendor may rescind this contract and the provisions of clause 19 will apply.

14 Adjustments of water rates

Notwithstanding clause 14, the vendor will not make an adjustment of water usage unless the purchaser serves a section 603 certificate including a special water meter reading.

15 Building and Pest Report

If a Building and Pest Report is attached to this contract. The parties agree that the report has been provided for the benefit of the purchaser and the purchaser will reimburse the vendor for the cost of the report by way of adjustment at completion. This is an essential term of the contract.

16 Non-Merger of Moneys Due

The purchaser agrees that their obligations in relation to payment of any moneys due under this contract shall not merge on completion.

17 Agents

17.1 purchaser Warranty

- (a) The purchaser warrants that it was not introduced to the vendor, or the property by any Real Estate Agent other than the Agent listed on this contract or that anyone else has been the real and effective cause of the purchaser entering into the contract.

- (b) The purchaser indemnifies and agrees to keep indemnified the vendor against any claim by any person other than the Agent for a real estate agent's commission in respect of the sale of the property.

18 Requisitions on Title

In recognition of the purchasers agreement not to make any requisitions on title the vendor warrants the following:

- (a) the vendor has capacity to enter into and complete this contract
- (b) there is no current litigation by any persons affecting the property
- (c) there is no Court Order affecting the vendor or property which would result in this contract being unenforceable; and
- (d) the vendor is, or will be entitled to be, the registered owner of the property on completion.

19 Capacity

Without in any manner negating limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included, should the purchaser, or either of them where more than one party makes up the purchaser, prior to completion, go into liquidation, have a petition for the winding up of it presented, go into voluntary liquidation or enter into any scheme of arrangement with creditors, the purchaser shall be deemed to have breached an essential term of this contract.

20 Guarantee if the purchaser is a company

20.1 Application and interpretation

- (a) This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.
- (b) For the purposes of this clause, "**Guarantor**" means each director of the purchaser as at the date of this contract.

20.2 Each director must sign

If each director of the purchaser has not signed this clause as a Guarantor, the vendor may terminate this contract by serving a notice, but only within 14 days after the date of this contract.

20.3 Guarantee and indemnity

- (a) In consideration of the vendor entering into this contract at the Guarantor's request, the Guarantor guarantees to the vendor:
 - (i) payment of all money payable by the purchaser under this contract; and
 - (ii) the performance of all of the purchaser's other obligations under this contract.
- (b) The Guarantor:

- (i) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
 - (ii) must pay on demand any money due to the vendor under this indemnity.
- (c) The Guarantor is jointly and separately liable with the purchaser to the vendor for:
- (i) the performance by the purchaser of its obligations under this contract; and
 - (ii) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- (d) The Guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- (e) If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the Guarantor's obligations under this clause.
- (f) The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- (i) the granting of any time, waiver, covenant not to sue or other indulgence;
 - (ii) the release or discharge of any person;
 - (iii) an arrangement, composition or compromise entered into by the vendor, the purchaser, the Guarantor or any other person;
 - (iv) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
 - (v) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - (vi) the winding up of the purchaser.
- (g) The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.
- (h) This clause binds the Guarantor and the executors, administrators and assigns of the Guarantor.
- (i) This clause operates as a deed between the vendor and the Guarantor

EXECUTED by:)
)
Name of DIRECTOR	Signature of DIRECTOR

In the presence of:

Name of **WITNESS**

Signature of **WITNESS**

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/1300564

SEARCH DATE	TIME	EDITION NO	DATE
13/3/2026	10:35 AM	2	8/7/2025

LAND

LOT 2 IN DEPOSITED PLAN 1300564
 AT BYWONG
 LOCAL GOVERNMENT AREA QUEANBEYAN-PALERANG REGIONAL
 PARISH OF BYWONG COUNTY OF MURRAY
 TITLE DIAGRAM DP1300564

FIRST SCHEDULE

SIMON DAVID DWIGHT
 IN 1/2 SHARE
 STEPHANIE JANE HUNT
 IN 1/2 SHARE
 AS TENANTS IN COMMON (T AV222345)

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP247752 RESTRICTION(S) ON THE USE OF LAND
- 3 DP1300564 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT
- 4 DP1300564 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 5 DP1300564 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 6 DP1300564 POSITIVE COVENANT REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 7 DP1300564 POSITIVE COVENANT REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 8 DP1300564 EASEMENT FOR OVERHEAD POWER LINE(S) 20 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1300564 EASEMENT FOR OVERHEAD POWER LINE(S) VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 AV222346 MORTGAGE TO NORFINA LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

GF0173...

PRINTED ON 13/3/2026

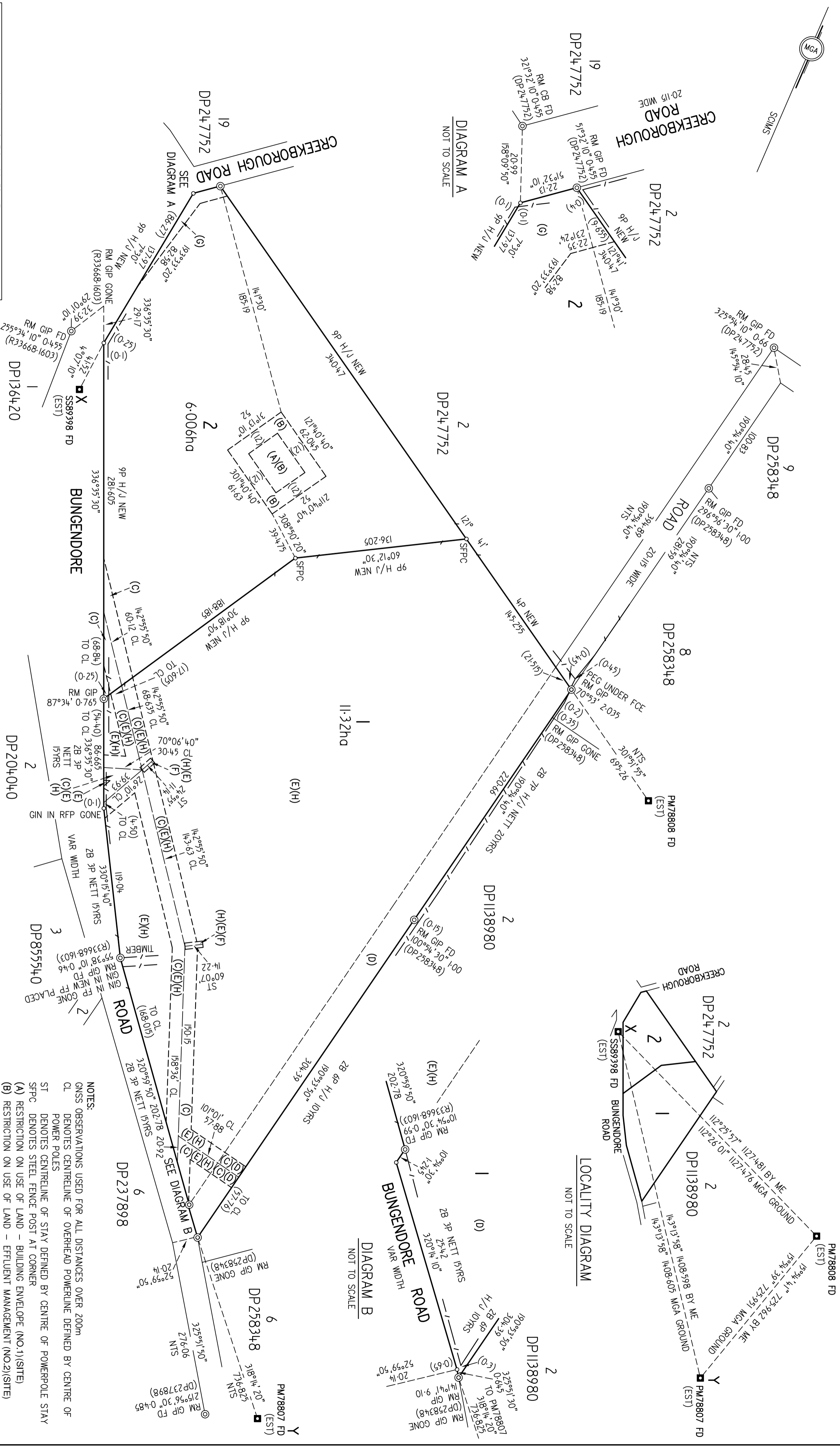


DIAGRAM A
NOT TO SCALE

DIAGRAM B
NOT TO SCALE

LOCALITY DIAGRAM
NOT TO SCALE

GNSS VALIDATION SCHEDULE

FROM	TO	GRID BEARING	DISTANCE	METHOD
SS89398	PM78807	143°13'58"	1408.998	CORS-NRTK
SS89398	PM78808	112°25'57"	1108.605	SCMS
SS89398	PM78808	112°26'01"	1127.481	CORS-NRTK
				SCMS

CO-ORDINATE SCHEDULE

MARK	EASTING	NORTHING	CLASS	PU	METHOD	STATE
SS89398	713742.481	610494.647	D	0.03	SCMS	FOUND
PM78807	714585.657	610326.202	C	0.03	SCMS	FOUND
PM78808	714784.677	610324.371	C	0.03	SCMS	FOUND

DATE OF SCMS COORDINATES: 09/10/2024
MGA DATUM: GDA2020
COMBINED SCALE FACTOR: 1.000042
MGA ZONE: 55

- NOTES:
- GNSS OBSERVATIONS USED FOR ALL DISTANCES OVER 200m
 - CL DENOTES CENTRELINE OF OVERHEAD POWERLINE DEFINED BY CENTRE OF POWER POLES
 - ST DENOTES CENTRELINE OF STAY DEFINED BY CENTRE OF POWERPOLE STAY
 - SFFC DENOTES STEEL FENCE POST AT CORNER
 - (A) RESTRICTION ON USE OF LAND - BUILDING ENVELOPE (NO.1)(SITE)
 - (B) RESTRICTION ON USE OF LAND - EFFLUENT MANAGEMENT (NO.2)(SITE)
 - (C) EASEMENT FOR OVERHEAD POWERLINES 20 WIDE
 - (D) LAND EXCLUDES MINERALS S171 CROWN LANDS ACT 1989
 - (E) LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT
 - (F) EASEMENT FOR OVERHEAD POWERLINES 5 WIDE
 - (G) EASEMENT FOR OVERHEAD POWERLINES VARIABLE WIDTH
 - (H) RESTRICTION ON USE OF LAND (DP247752)

Surveyor: MATTHEW DEAN STEVENSON
Date of Survey: 21/10/2024
Surveyor's Ref: 23218

PLAN OF
SUBDIVISION OF LOT 1 DP247752
AND LOT 1 DP1149288

LGA: QUEANBEYAN-PALERANG REGIONAL
Locality: BYWONG
Reduction Ratio: 1:2000
Lengths are in metres.



Registered
16/06/2025
DP1300564

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

PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  16/06/2025</p> <p>Title System: TORRENS</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1300564</h1>
<p>PLAN OF</p> <p style="text-align: center;">SUBDIVISION OF LOT 1 DP247752 AND LOT 1 DP1149288</p>	<p>LGA: QUEANBEYAN-PALERANG REGIONAL</p> <p>Locality: BYWONG</p> <p>Parish: BYWONG</p> <p>County: MURRAY</p>
<p style="text-align: center;">Survey Certificate</p> <p>I, MATTHEW DEAN STEVENSON of LONERGAN SURVEYING PTY LTD ABN 34 168 654 911 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 21/10/2024, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: X-Y</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level Undulating / *Steep Mountainous.</p> <p>Signature:  Dated: 8/05/25</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>
<p>Plans used in the preparation of survey/compilation.</p> <p>DP247752, DP258348, R33668-1603</p>	<p style="text-align: center;">Subdivision Certificate</p> <p>I, ANDREW PALMER *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: 14 May 2025</p> <p>Subdivision Certificate number: SC.2025.0003</p> <p>File number: DA.2023.0228</p> <p><small>*Strike through if inapplicable.</small></p>
<p>Surveyor's Reference: 23218</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> <p style="text-align: center;">PLEASE SEE SHEET 2</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)



16/06/2025

Office Use Only

Office Use Only

Registered:

DP1300564

PLAN OF

**SUBDIVISION OF LOT 1 DP247752
AND LOT 1 DP1149288**

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.2025.0003**

Date of Endorsement: **14 May 2025**

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

1. RESTRICTION ON USE OF LAND
2. RESTRICTION ON USE OF LAND
3. RESTRICTION ON USE OF LAND
4. POSITIVE COVENANT
5. POSITIVE COVENANT
6. EASEMENT FOR OVERHEAD POWERLINES 20 WIDE
7. EASEMENT FOR OVERHEAD POWERLINES 5 WIDE
8. EASEMENT FOR OVERHEAD POWERLINES VARIABLE WIDTH

If space is insufficient use additional annexure sheet

Surveyor's Reference: 23218

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)



16/06/2025

Office Use Only

Office Use Only

Registered:

DP1300564

PLAN OF

SUBDIVISION OF LOT 1 DP247752
AND LOT 1 DP1149288

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.2025.0003

Date of Endorsement: 14 May 2025

Registered Proprietor Execution for Lot 1 DP247752 and Lot 1 DP1149288:

I certify that I am an eligible witness and that this document was executed for and on behalf of Susan Jones by her duly appointed attorney under Power of Attorney registered in New South Wales with Book 4745 No.85 in the presence of:

Signature of Witness

Michael James McCarron

Nikki Margaret Perry
Legal Secretary
Sautelle White Lawyers
1/46-52 Market Street
Merimbula NSW 2548


Name of Witness

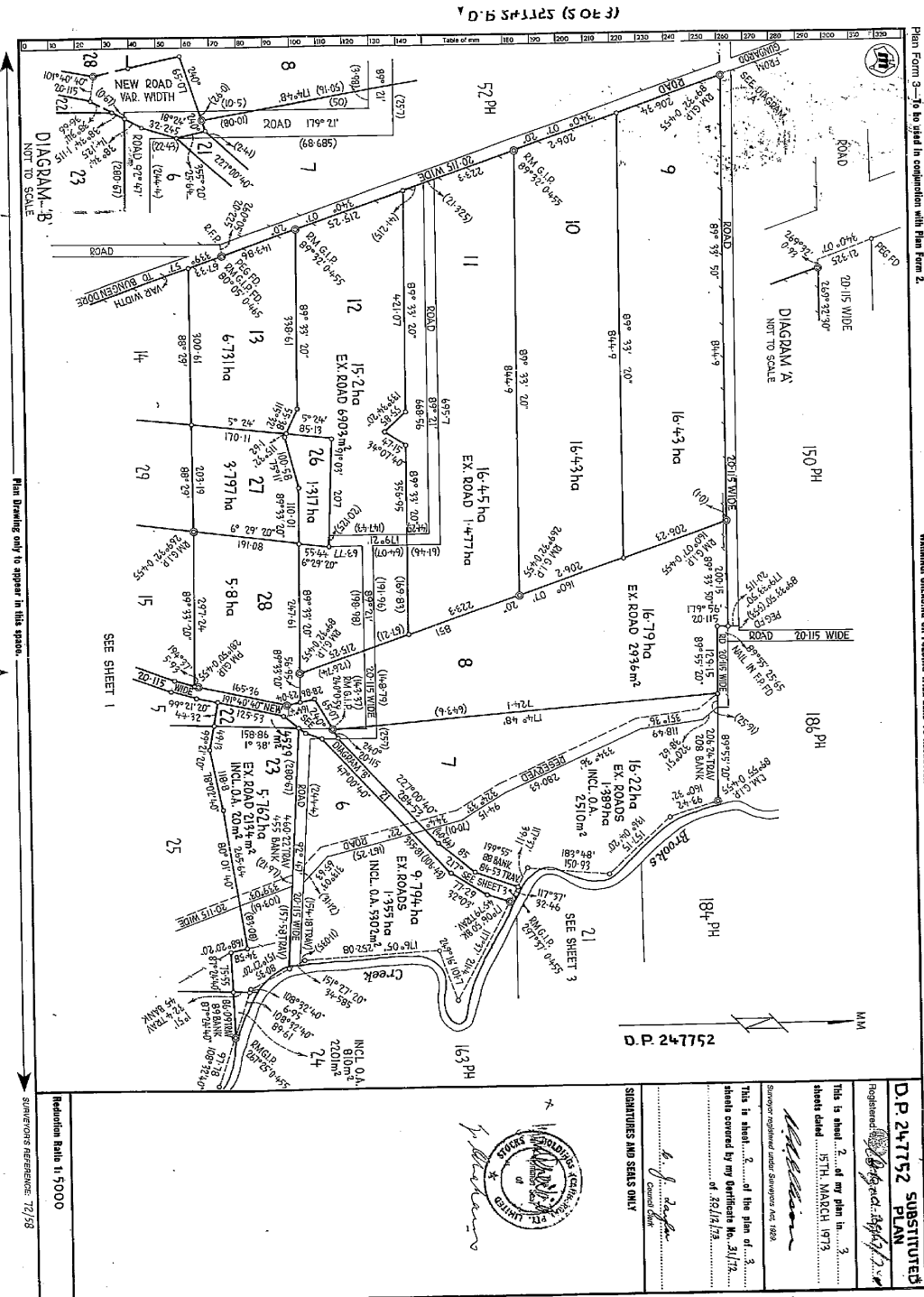
Nikki Margaret Perry
Legal Secretary
Sautelle White Lawyers
1/46-52 Market Street
Merimbula NSW 2548

Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 23218

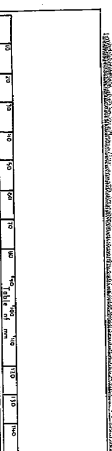
PLAN FORM 6A (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)																
 Registered: 16/06/2025	Office Use Only	Office Use Only																
PLAN OF SUBDIVISION OF LOT 1 DP247752 AND LOT 1 DP1149288		<h1>DP1300564</h1>																
Subdivision Certificate number: <u>SC.2025.0003</u> Date of Endorsement: <u>14 May 2025</u>		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.																
<table border="1" style="width:100%; border-collapse: collapse;"><thead><tr><th>Lot</th><th>Street number</th><th>Street name</th><th>Street type</th><th>Locality</th></tr></thead><tbody><tr><td style="text-align: center;">1</td><td style="text-align: center;">1292</td><td style="text-align: center;">Bungendore</td><td style="text-align: center;">Road</td><td style="text-align: center;">Bywong</td></tr><tr><td style="text-align: center;">2</td><td style="text-align: center;">8</td><td style="text-align: center;">Creekborough</td><td style="text-align: center;">Road</td><td style="text-align: center;">Bywong</td></tr></tbody></table>	Lot	Street number	Street name	Street type	Locality	1	1292	Bungendore	Road	Bywong	2	8	Creekborough	Road	Bywong			
Lot	Street number	Street name	Street type	Locality														
1	1292	Bungendore	Road	Bywong														
2	8	Creekborough	Road	Bywong														
If space is insufficient use additional annexure sheet																		
Surveyor's Reference: 23218																		



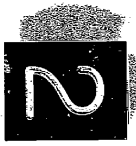
Plan Form 3-3a to be filed in conjunction with Plan Form 2.

WARNING: CHECKING OR FOLDING WILL LEAD TO REJECTION

Plan Drawing only to appear in this space.



I, Bruce Richard Douglas, Registrar-General for New South Wales, certify that this map is a photograph made on a permanent record of a document in my custody this 31st day of August, 1977.



D.P. 247752 SUBSTITUTED PLAN

Registered: *[Signature]*

This is sheet 2 of my plan in sheet 157th, MARCH 1973.

[Signature]

Surveyor registered under Ordinance No. 1929

This is sheet 2 of the plan of 3 sheets covered by my certificate No. 34/172.

[Signature]

SIGNATURES AND SEALS ONLY

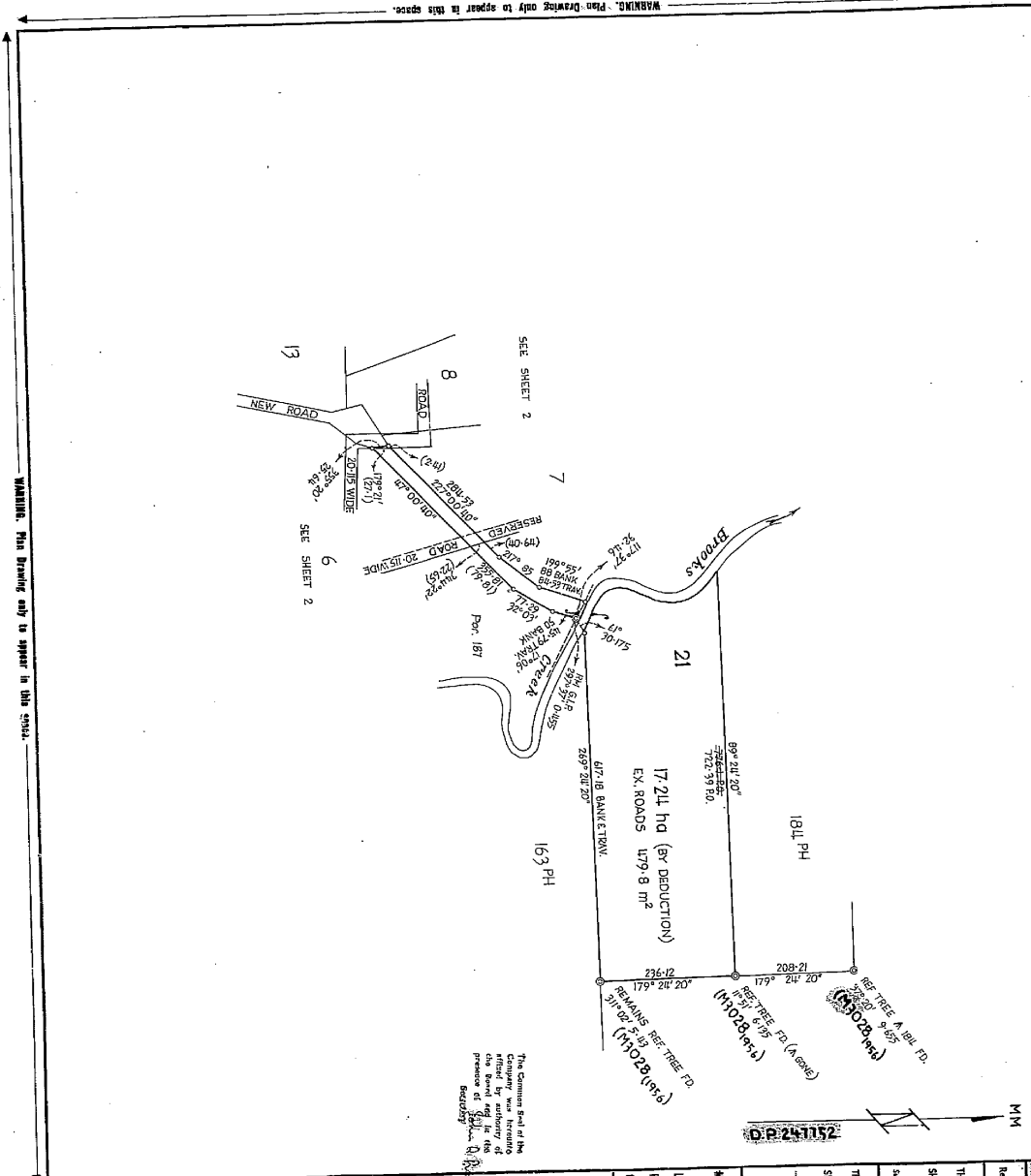
Reduction Ratio 1:5000
 Surveyors Reference 72/78

D. P. 247752 (S OF 3)

Form No. 4 - To be used in conjunction with Form 2 or 3.

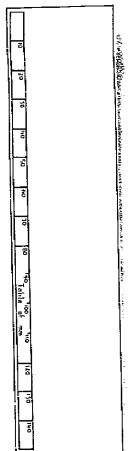
WARNING: CROSSING OR FOLDING WILL LEAD TO REJECTION.

DP 247752



WARNING: Plan drawings only to appear in this space.

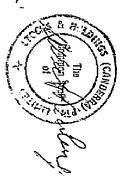
WARNING: Plan drawings only to appear in this space.



I, Graeme Richard Davies, Registrar-General for New South Wales, certify that this instrument is a true and correct copy of the original as presented to me on 18th day of August, 1977.



The Common Seal of the Registrar-General for New South Wales was hereunto affixed by me in the presence of the undersigned.



DP 247752
Registered by <i>[Signature]</i>
This is Sheet 3 of my plan No. 3
Sheet dated 15th MARCH 1973
Survey referred to Survey Act 1973 attached
This is Sheet 3 of the plan of 3
Sketch covered by my Certificate No. 3113
<i>[Signature]</i> Cadastral Clerk
Plan No. YARROW LML A
Locality GLENDALE
Parish BYWONG
County MURRAY

LENGTHS ARE IN METRES
 SCALE: 1:5000

DP 247752 (3 OF 3)

D.P. 247752

Sheet 2 of 3 Sheets

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

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General on this day, 5th June, 1990



- (a) No agricultural business of any type whatsoever shall be conducted on the land burdened and each and every lot into which the land burdened may hereafter be lawfully subdivided except the business of breeding and/or grazing sheep and/or cattle and/or horses and any necessary or proper pasture improvements or growing of crops associated therewith.
- (b) Not more than one main building shall be erected or permitted to remain on the land burdened and each and every lot into which the land burdened may hereafter be lawfully subdivided.
- (c) No such main building shall be erected or used on the land burdened and each and every lot into which the land burdened may hereafter be lawfully subdivided otherwise than as a single private dwelling house provided that this restriction shall not prevent the use of part of any such building by a medical practitioner or dentist in the practice of his medical profession.
- (d) No single private dwelling erected or permitted to remain on the land burdened and each and every lot into which the land burdened may hereafter be lawfully subdivided shall have a minimum overall area excluding any garage or carport of less than ninety nine (99) square metres (1100 square feet).
- (e) No building or structure of any type whatsoever shall be erected on the land burdened and each and every lot into which the land burdened may hereafter be lawfully subdivided unless the said building or structure is constructed from new materials.
- (f) No building or structure shall be erected on the land burdened and each and every lot into which the land burdened may hereafter be lawfully subdivided unless it is erected or constructed subsequent to or in conjunction with a single private dwelling.
- (g) No standing timber on the land burdened and each and every lot into which the land burdened may hereafter be lawfully subdivided may be disposed of except for the purpose of erecting, repairing or renewing buildings and/or structures including fences on the land burdened and each and every lot into which the land burdened may hereafter be lawfully subdivided and for domestic purposes.
- (h) That no main building shall be erected or permitted to remain on the land hereby burdened and each and every lot into which the land burdened may hereafter be lawfully subdivided unless the same shall be connected to the sewer if available and if not available to a septic tank installation the design and construction of which is acceptable to the Council of the Shire of Yarrawaluma. If approval of the said septic tank installation cannot be obtained then connection shall be to a septic closer the design and construction of which is acceptable to the Council of the Shire of Yarrawaluma.
- (i) That where any sanitary convenience is required by the Council of the Shire of Yarrawaluma for the time being to be and remain detached from any main building, no such sanitary convenience shall be erected or permitted to remain in a conspicuous place or position on the land burdened and each and every lot into which the land burdened may hereafter be lawfully subdivided and if the same is visible from the road or lots benefited and each and every lot into which the lots benefited may hereafter be lawfully subdivided the same shall be suitably screened.
- (j) That the Registrar for himself his Executors administrators and assigns hereby for the benefit of the adjoining land of the Transferor but only during the ownership thereof by the Transferor and its assigns other than purchasers on sale, covenant with the Transferor and its assigns that no fence shall be erected, erected, conveyed or transferred to divide it from such adjoining land without the consent of the Transferor or its assigns but such consent shall not be withheld if such fences erected without expense to the Transferor or its assigns and in favour of any person dealing with the Transferor or its assigns their Executors administrators and assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

J. Richardson
Registrar General

INSTRUMENT SETTING OFF 5.2.8.2
PURSUANT TO SECTION 88B, CONVEYANCING ACT,
1919, LODGED WITH D.P. 247752
10/10/1974

Registered in the Office of the Registrar General at Sydney, the 10th day of October 1974, at 11 minutes past 3 o'clock, a full and correct copy of the within Instrument and of the notification endorsed hereon made pursuant to the provisions of Section 17 of the Registration of Deeds Act, 1897, and numbered 619 Book 3170.

Johnson
Registrar General



R. Kelly

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 5th June, 1990



PLAN: D.P. 247752

P 0 2
 INSTRUMENT SUBSTITUTED
 AS TO USUR LIMITED TO BE CREATED PURSUANT TO SECTION 68B OF THE CONVEYANCING ACT, 1919.
 SHEET 1 OF 3 SHEETS

PART 1

Subdivision of Portions 12, 14, 116, 164, 165, 181, 182, 183, 187, 190, 194, 207 and 208 of the Parish of Byong County of New South Wales being the land contained in Conveyance Number 11537 being Book 11537 part of the land in Certificate of Title Volume 2064 Folio 36; and the land in Folio 461 Land Grant Volume 2064 Folio 225; Land Grant Volume 1948 Folio 261 Land Grant Volume 2064 Folio 226; Land Grant Volume 1950 Folio 47; Land Grant Volume 2137 Folio 187; Land Grant Volume 2137 Folio 183; Land Grant Volume 3208 Folio 33; Land Grant Volume 3287 Folio 57 respectively conveyed by Council Clerk's Certificate No. 317/72.

Full name of proprietor: STOCKS & HOLDINGS (CAMBERRA) PTY. LIMITED, 31-41 Kings Street, CAMBERRA CITY, in the Australian Capital Territory.

1. Identity of Restriction on user of land easements or restrictions referred to above as designated in the plan.

SCHEDULE OF LOTS ETC. AFFECTED.

Lot	Burdened	Benefitted
1.	2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28	2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28
2.	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28
3.	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28
4.	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28
5. & 25	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28
6, 22, 23 & 24	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28
7.	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28
8.	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28
9.	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28
10.	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28
11.	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28
12 & 26	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28
13, 27 & 28	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28
14, 29 & 30	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28
15.	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28
16.	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28
17 & 31	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28
18.	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28
19.	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28
20.	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28
21.	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28	1, 2, 3, 4, 5, & 25, 6, 22, 23 & 24, 7, 8, 9, 10, 11, 12, 26, 13, 27 & 28

PART 2

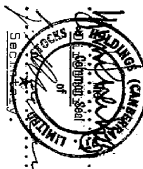
1. Regulations on user of land and size, type and number of erected buildings.

1. Maximum height

P 247752

Name of person empowered to release vary or modify restriction referred to in the above mentioned plan.

STOCKS & HOLDINGS (CAMBERRA) PTY. LIMITED its administrators and assigns or the omors acting unanimously for the time being of the said Lots and each and every lot into which the same may be lawfully subdivided.



Sheet 3 of 3 Sheets

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 7

Plan: **DP1300564**

Plan of Subdivision of Lot 1 DP247752
and Lot 1 DP1149288

Subdivision No: SC.2025.0003

Date: 14 May 2025

Full name and address of proprietors of the land:

Susan Jones
1292 Bungendore Road
Bywong
NSW 2621

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	2	Queanbeyan-Palerang Regional Council
2.	Restriction on Use of Land	2	Queanbeyan-Palerang Regional Council
3.	Restriction on Use of Land	1, 2	Queanbeyan-Palerang Regional Council
4.	Positive Covenant	1, 2	Queanbeyan-Palerang Regional Council
5.	Positive Covenant	1, 2	Queanbeyan-Palerang Regional Council
6.	Easement for overhead powerlines 20 wide	1, 2	Essential Energy ABN 37 428 185 226
7.	Easement for overhead powerlines 5 wide	1	Essential Energy ABN 37 428 185 226
8.	Easement for overhead powerlines variable width	2	Essential Energy ABN 37 428 185 226



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 7

Plan: **DP1300564**

Plan of Subdivision of Lot 1 DP247752
and Lot 1 DP1149288

Subdivision No: SC.2025.0003

Date: 14 May 2025

PART 2 - TERMS

1. Interpretation

1.1 Definitions

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

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

Council means the Queanbeyan-Palerang Regional Council.

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.

1.3 Headings

Headings do not affect the interpretation of this Instrument.



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 7

Plan: **DP1300564**

Plan of Subdivision of Lot 1 DP247752
and Lot 1 DP1149288

Subdivision No: SC.2025.0003

Date: 14 May 2025

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 The erection of buildings, manufactured homes, moveable dwellings or associated structures are restricted to the area designated (A) in the Plan.
- 3.2 Name of Authority having the power to release, vary or modify this Restriction on Use of Land is Queanbeyan-Palerang Regional Council.

4. Terms of Restriction on Use of Land numbered 2 on the Plan

- 4.1 On-site effluent management is restricted to the area designated (B) in the Plan.
- 4.2 All recommendations of the Land Capability Assessment prepared by Franklin Consulting Pty Ltd dated 30 January 2023 must be complied with.
- 4.3 Name of Authority having the power to release, vary or modify this Restriction on Use of Land is Queanbeyan-Palerang Regional Council.



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

Lengths are in metres

Sheet 4 of 7

Plan: **DP1300564**

Plan of Subdivision of Lot 1 DP247752
and Lot 1 DP1149288

Subdivision No: SC.2025.0003

Date: 14 May 2025

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

- 5.1 Any ringbarking, cutting down, felling, poisoning or destruction in any other manner or the removal of any native trees as shown on the development plan on the lot burdened is prohibited.
- 5.2 Name of Authority having the power to release, vary or modify this Restriction on Use of Land is Queanbeyan-Palerang Regional Council.


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.

7. Terms of Positive Covenant numbered 5 on the Plan

- 7.1 Ground covers are to be maintained at a minimum 70% in accordance with the guidelines contained in the Queanbeyan-Palerang Regional Council's Development Control Plan.
- 7.2 Name of Authority having the power to release, vary or modify this Positive Covenant is Queanbeyan-Palerang Regional Council.

8. Terms of Easements numbered 6, 7 & 8 on the Plan

- 8.1 Easement for overhead powerlines pursuant to the terms of Part A of Memorandum AG189384 registered at ~~Land Registry Services~~ 
- 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 5 of 7

Plan: **DP1300564**

Plan of Subdivision of Lot 1 DP247752
and Lot 1 DP1149288

Subdivision No: SC.2025.0003

Date: 14 May 2025

Registered Proprietor Execution for Lot 1 DP247752 and Lot 1 DP1149288:

~~Executed~~ for and on behalf of Susan Jones by her
duly appointed attorney under Power of Attorney
registered in New South Wales with Book 4745
No.85 in the presence of:



Signature of Witness



Michael James McCarron

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

Nikki Margaret Perry
Legal Secretary
Sautelle White Lawyers
1/46-52 Market Street
Merimbula NSW 2548

Name of Witness

Nikki Margaret Perry
Legal Secretary
Sautelle White Lawyers
1/46-52 Market Street
Merimbula NSW 2548

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 6 of 7

Plan: **DP1300564**

Plan of Subdivision of Lot 1 DP247752
and Lot 1 DP1149288

Subdivision No: SC.2025.0003

Date: 14 May 2025

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

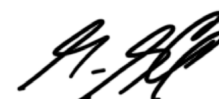
ANDREW PALMER

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 Office



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 7

Plan: **DP1300564**

Plan of Subdivision of Lot 1 DP247752
and Lot 1 DP1149288

Subdivision No: SC.2025.0003

Date: 14 May 2025

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:

4821 80 *[Handwritten signature]*

[Handwritten signature]

Signature of Witness

[Handwritten signature]

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

Melinda White

Full Name of Witness

Martin English

(Print) Full Name and title of attorney

*General Counsel &
Company Secretary*

8 Buller Street

Address of Witness

PA Macquere

[Handwritten signature]

REGISTERED:



16/06/2025

**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.2026.0581
Your Reference: GF0173

ecertificates@infotrack.com.au

Subject Land:

Property Number:	359348
Property Address:	8 Creekborough Road BYWONG NSW 2621
Legal Description:	Lot 2 DP 1300564

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

OFFICES

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

POSTAL

PO Box 90, Queanbeyan NSW 2620

PHONE

P: 1300 735 025

EMAIL/WEB

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

ABN 95 933 070 982

1.1.3 Development Control Plan

Lot 2 DP 1300564

Palerang Development Control Plan 2015

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

1.2.2. Draft State Environmental Planning Policies (SEPPs):

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

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

1.2.3. Draft Development Control Plans (DCPs):

Lot 2 DP 1300564 **No.**

2. Zoning and land use under relevant LEPs

2.1. Identity of the zone:

Lot 2 DP 1300564 C4 Environmental Living

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

1. 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.**
2. Permitted without consent
Extensive agriculture; Home businesses; Home occupations.
3. 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 2 DP 1300564 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 2 DP 1300564

C4 - Environmental Living

The minimum lot size for the erection of a dwelling house is 60,000 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 2 DP 1300564

No.

- 2.6. Whether the land is in a conservation area:

Lot 2 DP 1300564

No.

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

Lot 2 DP 1300564

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 2 DP 1300564

Palerang Council Section 94A Development Contributions Plan 2015.

Lot 2 DP 1300564

Yarrowlumla Council Section 94 Contributions Plan No. 2 for Provisions of Access Roads.

Lot 2 DP 1300564

Yarrowlumla Council Section 94 Contributions Plan No. 3 for Provision of Community Facilities.

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 2 DP 1300564

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 2 DP 1300564

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 2 DP 1300564	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 2 DP 1300564

The Inland Code is varied.

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 2 DP 1300564 **Yes.**

5.1.2. Division 2 Advertising and Signage Exempt Development Code

Lot 2 DP 1300564 **Yes.**

5.1.3. Division 3 Temporary Uses and Structures Exempt Development Code

Lot 2 DP 1300564 **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 2 DP 1300564 **Not applicable.**

5.2.2. Division 2 Advertising and Signage Exempt Development Code

Lot 2 DP 1300564 **Not applicable.**

5.2.3. Division 3 Temporary Uses and Structures Exempt Development Code

Lot 2 DP 1300564 **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 2 DP 1300564 **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 2 DP 1300564 **No.**

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

Lot 2 DP 1300564 **No.**

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

Lot 2 DP 1300564 **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 2 DP 1300564 **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 2 DP 1300564 **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 2 DP 1300564

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

- 10.4. Salinity:

Lot 2 DP 1300564 **No.**

10.5. Highly erodible soils:

Lot 2 DP 1300564 **No.**

10.6. Slopes over 18 degrees:

Lot 2 DP 1300564 **No.**

10.7. Aircraft noise:

Lot 2 DP 1300564 **No.**

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

10.8. Land near Cooma Road Quarry:

Lot 2 DP 1300564 **No.**

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

Lot 2 DP 1300564 **No.**

11. Bushfire prone land

Is the land bushfire prone?

Lot 2 DP 1300564

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

12. Loose-fill asbestos insulation

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

No.

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

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

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

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

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

Contact NSW Fair Trading for further information:

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

13. Mine subsidence

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

No.

14. Paper subdivision information

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

No.

15. Property Vegetation Plans

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

Lot 2 DP 1300564 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 2 DP 1300564 No.

17. Biodiversity certified land

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

Lot 2 DP 1300564 **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
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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
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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
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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 2 DP 1300564 **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 2 DP 1300564 **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 2 DP 1300564 **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 2 DP 1300564 **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 2 DP 1300564 **No.**

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

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

Additional notes

No additional notes.

Notes and disclaimer

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

Checked: JB



Rebecca Ryan
General Manager
Queanbeyan-Palerang Regional Council

17 March 2026

QUEANBEYAN-PALERANG REGIONAL COUNCIL SEWER SERVICE DIAGRAM

Infotrack
ecertificates@infotrack.com.au

Subject Land:

Certificate Number:	ENG.2026.0478
Property Address:	8 Creekborough Road BYWONG NSW 2621
Legal Description:	Lot 2 DP 1300564

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 is vacant land.

This property is not serviced by Council infrastructure, and accordingly there is no external diagram to provide.

Yours Faithfully,

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

Compiled by: JDC

Signature: 

20 March 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.

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