

Contract for the sale and purchase of land 2014 edition

TERM	MEANING OF TERM	
vendor's agent	WITHOUT THE INTERVENTION OF AN AGENT	Phone Fax Ref
co-agent vendor	RATNASEELAN JESUDASON & LYDIA HELEN JESUDASON 183 Bicentennial Drive Jerrabomberra NSW 2619	
vendor's solicitor	OzPropertyLaw Pty Ltd GPO Box 503 ACT 2601	Phone 1300 136 386 Fax 1300 136 392 Ref Rhonda Nicholas
date for completion	42 day after the contract date (clause 15)	
land(address, plan details and title reference)	35 MELLINGTON LOOP, GOOGONG, NSW - 2620 361/1191665	

improvements ☒ VACANT POSSESSION ☐ subject to existing tenancies

☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space

☐ none ☒ other: vacant land

attached copies ☐ documents in the List of Documents as marked or numbered:
☐ other documents:

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

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

buyer's agent

vendor

witness

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

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

vendor agrees to accept a **deposit-bond** (clause 3) ☐ NO ☐ yes
proposed electronic transaction (clause 30) ☐ NO ☐ yes

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

land tax is adjustable ☐ NO ☐ yes
 GST: Taxable supply ☐ NO ☐ yes in full ☐ yes to an extent
 margin scheme will be used in making the taxable supply ☐ NO ☐ yes

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

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

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

List of Documents

General

- ☐ 1 property certificate for the land
- ☐ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☐ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
- ☐ 7 section 149(5) information included in that certificate
- ☐ 8 service location diagram (pipes)
- ☐ 9 sewerage service diagram (property sewerage diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 section 88G certificate (positive covenant)
- ☐ 12 survey report
- ☐ 13 building certificate given under *legislation*
- ☐ 14 insurance certificate (Home Building Act 1989)
- ☐ 15 brochure or warning (Home Building Act 1989)
- ☐ 16 certificate of compliance (Swimming Pools Act 1992)
- ☐ 17 evidence of registration (Swimming Pools Act 1992)
- ☐ 18 relevant occupation certificate (Swimming Pools Act 1992)
- ☐ 19 lease (with every relevant memorandum or variation)
- ☐ 20 other document relevant to tenancies
- ☐ 21 old system document
- ☐ 22 Crown purchase statement of account
- ☐ 23 building management statement
- ☐ 24 form of requisitions

Strata or community title (clause 23 of the contract)

- ☐ 25 property certificate for strata common property
- ☐ 26 plan creating strata common property
- ☐ 27 strata by-laws not set out in *legislation*
- ☐ 28 strata development contract or statement
- ☐ 29 strata management statement
- ☐ 30 leasehold strata - lease of lot and common property
- ☐ 31 property certificate for neighbourhood property
- ☐ 32 plan creating neighbourhood property
- ☐ 33 neighbourhood development contract
- ☐ 34 neighbourhood management statement
- ☐ 35 property certificate for precinct property
- ☐ 36 plan creating precinct property
- ☐ 37 precinct development contract
- ☐ 38 precinct management statement
- ☐ 39 property certificate for community property
- ☐ 40 plan creating community property
- ☐ 41 community development contract
- ☐ 42 community management statement
- ☐ 43 document disclosing a change of by-laws
- ☐ 44 document disclosing a change in a development or management contract or statement
- ☐ 45 document disclosing a change in boundaries
- ☐ 46 certificate under Management Act – section 109 (Strata Schemes)
- ☐ 47 certificate under Management Act – section 26 (Community Land)

☐ 48 other:

WARNING— SWIMMING POOLS

An owner of a property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

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.

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.

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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

Council
County Council
Department of Planning and Environment
Department of Primary Industries
East Australian Pipeline Limited
Electricity and gas authority
Local Land Services
Land & Housing Corporation
Mine Subsidence Board
NSW Department of Education and Communities
Regional Infrastructure and Services

NSW Fair Trading
NSW Public Works
Office of Environment and Heritage
Owner of adjoining land
Privacy
Roads and Maritime Services
Telecommunications authority
Transport for NSW
Water, sewerage or drainage authority
NSW Department of Trade and Investment

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 may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.

DISPUTES

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

AUCTIONS

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>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>terminate</i>	terminate this contract for breach;
<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.

2 Deposit and other payments before completion

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

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

- 6.1 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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by serving a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
 - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
 - 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 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, pay an expense of another party or pay an amount payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the amount; but
- 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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, 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.
- 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 and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must adjust land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

- 16.3 Normally, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If the purchaser serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to the purchaser under this contract).
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 Normally, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract – that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place – that place; or
- 16.11.3 in any other case – the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 Normally, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if, –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 Normally, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

- 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 –
 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 'common property' includes association property for the scheme or any higher scheme;
 'contribution' includes an amount payable under a by-law;
 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 'the property' includes any interest in common property for the scheme associated with the lot;
 '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 sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 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 levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
- 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
- 23.6.3 the purchaser is liable for all other contributions levied 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.
- 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 not disclosed in this contract; or
 - 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; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under s109 Strata Schemes Management Act 1996 or s26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.

- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 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.
- 23.18 If a general meeting of the owners corporation is convened before completion –
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 - 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 - 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 - 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
 - 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
 - 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 - 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 - 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
 - 28.3 If the plan is not registered *within* that time and in that manner –
 - 28.3.1 the purchaser can *rescind*; and
 - 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2.
 - 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* within 7 days after either *party* serves notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* within 7 days after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* within 7 days after either *party* serves notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 • either *party* serving notice of the event happening;
 • every *party* who has the benefit of the provision serving notice waiving the provision; or
 • the end of the time for the event to happen.
 29.8 If the *parties* cannot lawfully complete without the event happening –
 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
 30.1.1 this contract says that it is a proposed *electronic transaction*; and
 30.1.2 the purchaser serves a notice that it is an *electronic transaction* within 14 days of the contract date.
 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.
 30.3 If, because of clause 30.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
 30.3.1 each *party* must –
 • bear equally any disbursements or fees; and
 • otherwise bear that *party's* own costs;
 associated with the agreement under clause 30.1; and
 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after receipt of the purchaser's notice under clause 30.1.2; and
 - before the receipt of a notice given under clause 30.2;
- is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 Normally, the vendor must *within 7 days* of receipt of the notice under clause 30.1.2 –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must populate the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the ECNL are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 16.8, 16.12 and 16.13 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 normally, the *parties* must choose that financial settlement not occur; however

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.

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

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

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a party to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

ADDITIONAL CLAUSES FORMING PART OF THIS CONTRACT

BETWEEN: RATNASEELAN JESUDASON & LYDIA HELEN JESUDASON
Vendor

AND: _____ Purchaser

PROPERTY: 35 MELLINGTON LOOP, GOOGONG

Special Conditions to this Contract form part of the Contract. Should there be any inconsistency between the Special Conditions and the printed provisions of the Contract, these Special Conditions will prevail.

31 Alterations to the printed form

- 31.1 Clause 7.1.1 of this Contract is amended by deleting the words “5% of the price” and inserting “\$1” in their place;
- 31.2 Clause 8.1 to be amended by deleting the words “on reasonable grounds”;
- 31.3 Clause 10.1 is replace with “the purchaser cannot make a claim, objection or requisition, delay completion, rescind or terminate in respect of...”;
- 31.4 Clauses 10.1.8 and 10.1.9 to be amended by deleting the word “substance” and inserting the word “existence” instead;
- 31.5 Clause 16.5 to be amended by deleting “plus another 20% of that fee”;
- 30.6 Clause 16.8 to be amended by replacing “5” with “10”; and
- 31.6 Clause 24.3.3 of this Contract is deleted.

32 Real estate agent

The Purchaser was not introduced to the property or the Vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the Vendor's agent, if any, specified in this Contract). The Purchaser will indemnify the Vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the Purchaser and against all claims and expenses for the defence and determination of such a claim made against the Vendor. This right continues after completion.

33 Reliance on own enquiries

- 33.1 The Purchaser warrants that they have not been induced to enter into this Contract by any express or implied statement, warranty or representation by or on behalf of the Vendor in respect of the Land or Property or in respect of anything relating to, or which could have an effect on, the Land or Property, except as expressly stated in this Contract.
- 33.2 The Purchaser warrants and represents that they have made their own enquiries and inspection of the property; are satisfied with the information relevant to the risks, contingencies and other circumstances affecting the purchase of the property; and are

satisfied as to the need for and the existence or validity of any development or other approval for the property in entering into this Contract.

34 Condition of the property

34.1 Without excluding, modifying or restricting the Purchaser's rights:

- (a) the property is sold in its condition and state of repair (including structural repair) at the contract date and the Purchaser accepts it with all faults and latent and patent defects, and all infestations and dilapidations; and
- (b) the Purchaser shall not be entitled to make a requisition, objection or claim for compensation or to rescind or to terminate in this respect and shall not require the Vendor to carry out any work on the property or any improvement after the date of the Contract.

34.2 The Vendor does not warrant the condition and state of repair of any chattels or furnishings or items included in this Contract and the Purchaser shall accept the condition and state of repair of all chattels, furnishings and items as at the date of completion and shall not call upon the Vendor to carry out any work, repair or replace any of the chattels, furnishings or items included in the Contract and shall not be entitled to make any objection or delay completion in this respect.

34.3 In the event that the Purchaser applies to the Local Council for a Building Certificate under S149A of the *Environmental Planning and Assessment Act, 1979* (as amended), any work required to be carried out in order to bring the property to a standard acceptable to the said Council shall be carried out by the Purchaser at the Purchaser's expense.

35 Services

35.1 The Purchaser takes title subject to the existing water, sewerage, drainage, gas, electricity and telephone installations, lines, posts, services and connections, if any, servicing the property or any other property.

35.2 The Purchaser cannot make a claim or requisition or rescind in respect of such installations, lines, posts, services and connections because:

- (a) any of them pass through the property or any other property;
- (b) no rights or easements exists in respect of them and none can be obtained; or
- (c) of any defects or damage to such installations, lines, posts, services and connections

35.3 The Purchaser cannot make a claim or requisition or rescind because:

- (a) of any road, water or sewage main, underground or surface stormwater drain or gas, electricity or telephone installations, posts, lines, pumps and services passing through, over or under the property; or
- (b) there is a manhole, substation, public letterbox, public telephone, traffic safety or guide rails, bus stop, street parking, traffic signs or vent on the property.

36 Capacity

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:

- 36.1 dies or becomes mentally ill, then the other party may rescind this Contract by written notice to the first party's solicitor and thereupon this Contract will be at an end and the provisions of clause 19 apply; or
- 36.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this Contract.

37 Notice to complete

In the event of either party failing to complete this Contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this Contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this Contract. Where the Vendor is required to serve a notice to Complete pursuant to this clause, the Purchaser will pay to the Vendor's legal representative costs of \$150.00 in relation to the Notice to Complete which sum will be adjusted on completion.

38 Late completion

Provided that the Vendor is ready, willing and able to give title to the Purchaser, if this Contract is not completed for any reason (other than the Vendor's default) on or before the Completion date then in addition to any other right which the Vendor may have under this Contract or otherwise the Purchaser will on completion of this Contract pay to the Vendor interest on the balance of the purchase price at the rate of 12% per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this Contract including the date of final completion and any weekends and public holidays. In addition, the Purchaser will pay to the Vendor's legal representative costs of \$350.00 for costs incurred of delayed settlement which sum will be adjusted on completion. The interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

39 Deposit less than 10% of the purchase price

In the event that –

- (a) the Purchaser defaults in the observance of any obligations under the Contract;
- (b) the Purchaser has paid a deposit of less than 10% of the purchase price; and
- (c) the Vendor terminates this Contract;

the Vendor shall be entitled to recover from the Purchaser an amount equal to 10% of the purchase price less the deposit actually paid as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the Vendor herein contained or implied notwithstanding any rule of law or equity to the contrary.

40 Transfer

It is an essential term of this Contract that should the purchaser not submit the Transfer to the Vendor's solicitors ten (10) days prior to the due date for completion, the Purchaser shall allow as an adjustment on completion in favour of the Vendor's solicitors the sum of \$55.00 being the Vendor's solicitors' expedition fees for arranging urgent execution of the Transfer.

41 Land Tax Certificate

If the Purchaser does not serve the land tax certificate at least 14 days before the completion date, then the Purchaser cannot rely on clause 16.6 of the Contract and the Purchaser will, at completion, accept the Vendor's written undertaking to pay such Land Tax within a reasonable time after completion.

42 Apportionment and Adjustments

The parties agree that if, on completion, any apportionment of payments due to be made under this Contract is overlooked, or incorrectly calculated, they will forthwith upon being requested to do so by the other party, make a correct calculation and reimburse each other accordingly after settlement. This clause will not merge on completion of this Contract.

43 GST

The Purchaser warrants that the property will be used predominantly for residential accommodation. The Purchaser will indemnify the Vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

44 Requisitions on Title

The Purchaser's general requisitions on title and are annexed to this Contract for Sale. Despite any other provisions, the Purchaser is not entitled to make any other requisitions, but this does not prevent the Purchaser from making specific requisitions about the property in accordance with clause 5 of the Contract for Sale.

45 Unavailability of original documents

The Vendor is not required to hand over on settlement the original Survey Report, Building Certificate if it is not in the possession of the Vendor.

46 Qualified Title

It is agreed between the parties that in the event that the Title or any of the Titles of the land being sold are subject to a qualification pursuant to the Real Property Act, and that by the date provided for completion a period of six (6) years has or will have elapsed since the date of the issue of the Qualified Title, the Purchaser will not require the Vendor to comply with the provisions of clause 25 of the Contract.

47 Limited Title

It is agreed between the parties that in the event that the Title or any of the Titles of the land being sold are subject to a limitation pursuant to the Real Property Act, the Purchaser will

not make a requisition, objection or claim for compensation in respect of the limitation, and shall not require the Vendor to comply with the provisions of clause 25 of the Contract.

48 Entire Agreement

This Contract is the entire agreement between the parties on the subject matter. The only enforceable obligations and liabilities of the parties to the subject matter are those that arise out of the provisions of this Contract. All representations, communication and prior agreements in relation to the subject matter are merged in and superseded by this Contract.

49 Survey Report

The Purchaser acknowledges that the Vendor has no current survey of the property and subject to section 52A of the Conveyancing Act 1919 and the Regulations under that Act the Purchaser is not entitled to rescind, terminate or delay completion of this Contract, nor to object, requisition or to make a claim (including a claim under clause 6), if it is found on survey that:

- a) there are minor encroachments by or upon the property or other minor survey irregularities; or
- b) there are any minor contraventions of the Local Government Act 1993/Environmental Planning and Assessment Act 1979 (as amended) or the regulations under that Act or the Building Code of Australia.

50 Compliance Bond Transfer

It is an essential term of this Contract that the compliance bond will be transferred from the Vendor to the Purchaser. The Compliance Bond Transfer Form must be completed by all the parties on or before settlement. An adjustment must be made at settlement in favour of the Vendor in the amount of the compliance bond.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Ratnaseelan JESUDASON & Lydia Helen JESUDASON
Purchaser:
Property: 35 Mellington Loop, Googong, NSW
Dated:

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.

16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
18.
 - (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
22.
 - (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

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

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 361/1191665

SEARCH DATE -----	TIME ----	EDITION NO -----	DATE ----
30/10/2015	2:24 PM	3	4/6/2014

LAND

LOT 361 IN DEPOSITED PLAN 1191665
AT GOOGONG
LOCAL GOVERNMENT AREA QUEANBEYAN CITY
PARISH OF GOOGONG COUNTY OF MURRAY
TITLE DIAGRAM DP1191665

FIRST SCHEDULE

RATNASEELAN JESUDASON
LYDIA HELEN JESUDASON
AS JOINT TENANTS

(T AI635411)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1191665 POSITIVE COVENANT
- 3 AI635412 MORTGAGE TO HSBC BANK AUSTRALIA LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

275/2015

PRINTED ON 30/10/2015

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Registered:



9.5.2014

Office Use Only

Office Use Only

DP1191665

PLAN OF

**SUBDIVISION OF
 LOT 203 DP 1185463 AND
 LOT 230 DP 1185463**

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- 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: 1-2014 (SUB-C)

Date of Endorsement: 8 April 2014

Lot	Street number	Street name	Street type	Locality
355	10	Pickering	Street	Googong
356	12	Pickering	Street	Googong
357	14	Pickering	Street	Googong
358	34	Bonarba	Link	Googong
359	35	Bonarba	Link	Googong
360	37	Mellington	Loop	Googong
361	35	Mellington	Loop	Googong
362	33	Mellington	Loop	Googong
363	31	Mellington	Loop	Googong
364	29	Mellington	Loop	Googong
365	27	Mellington	Loop	Googong
366	21	Merlin	Crescent	Googong
367	19	Merlin	Crescent	Googong
368	To be Numbered			Googong

If space is insufficient use additional annexure sheet

Surveyor's Reference: 03074S1B


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

<p>Registered:  9.5.2014</p> <p>PLAN OF</p> <p style="text-align: center;">SUBDIVISION OF</p> <p style="text-align: center;">LOT 203 DP 1185463 AND</p> <p style="text-align: center;">LOT 230 DP 1185463</p> <p>Subdivision Certificate number: <u>1191665</u></p> <p>Date of Endorsement: <u>9 April 2014</u></p>	<p style="text-align: center;">Office Use Only</p> <p style="text-align: center; font-size: 2em;">DP1191665</p> <p style="text-align: center;">Office Use Only</p> <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 2012</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.
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Lot	Street number	Street name	Street type	Locality
328	11	Metcalf	Street	Googong
329	9	Metcalf	Street	Googong
330	7	Metcalf	Street	Googong
331	5	Metcalf	Street	Googong
332	3	Metcalf	Street	Googong
333	1	Metcalf	Street	Googong
334	2	Metcalf	Street	Googong
335	4	Mellington	Loop	Googong
336	4	Metcalf	Street	Googong
337	6	Metcalf	Street	Googong
338	8	Metcalf	Street	Googong
339	10	Metcalf	Street	Googong
340	12	Metcalf	Street	Googong
341	14	Metcalf	Street	Googong
342	16	Metcalf	Street	Googong
343	30	Mellington	Loop	Googong
344	33	Bonarba	Link	Googong
345	31	Bonarba	Link	Googong
346	29	Bonarba	Link	Googong
347	27	Bonarba	Link	Googong
348	24	Bonarba	Link	Googong
349	26	Bonarba	Link	Googong
350	28	Bonarba	Link	Googong
351	30	Bonarba	Link	Googong
352	9	Pickering	Street	Googong
353	7	Pickering	Street	Googong
354	19	Carl	Street	Googong

If space is insufficient use additional annexure sheet

Surveyor's Reference: 03074S1B


PLAN FORM 6A (2012)

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ePlan

DEPOSITED PLAN ADMINISTRATION SHEET



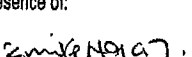
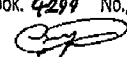
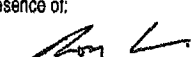
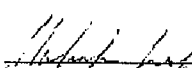

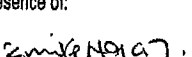
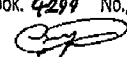
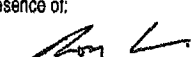
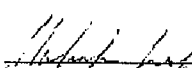

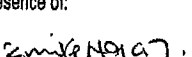
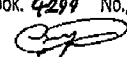
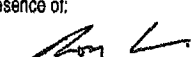
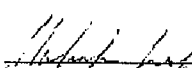
Sheet 3 of 5 sheet(s)



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<p>Subdivision Certificate number: <u>1-2014/SUBCT</u></p> <p>Date of Endorsement: <u>8 April 2014</u></p>	

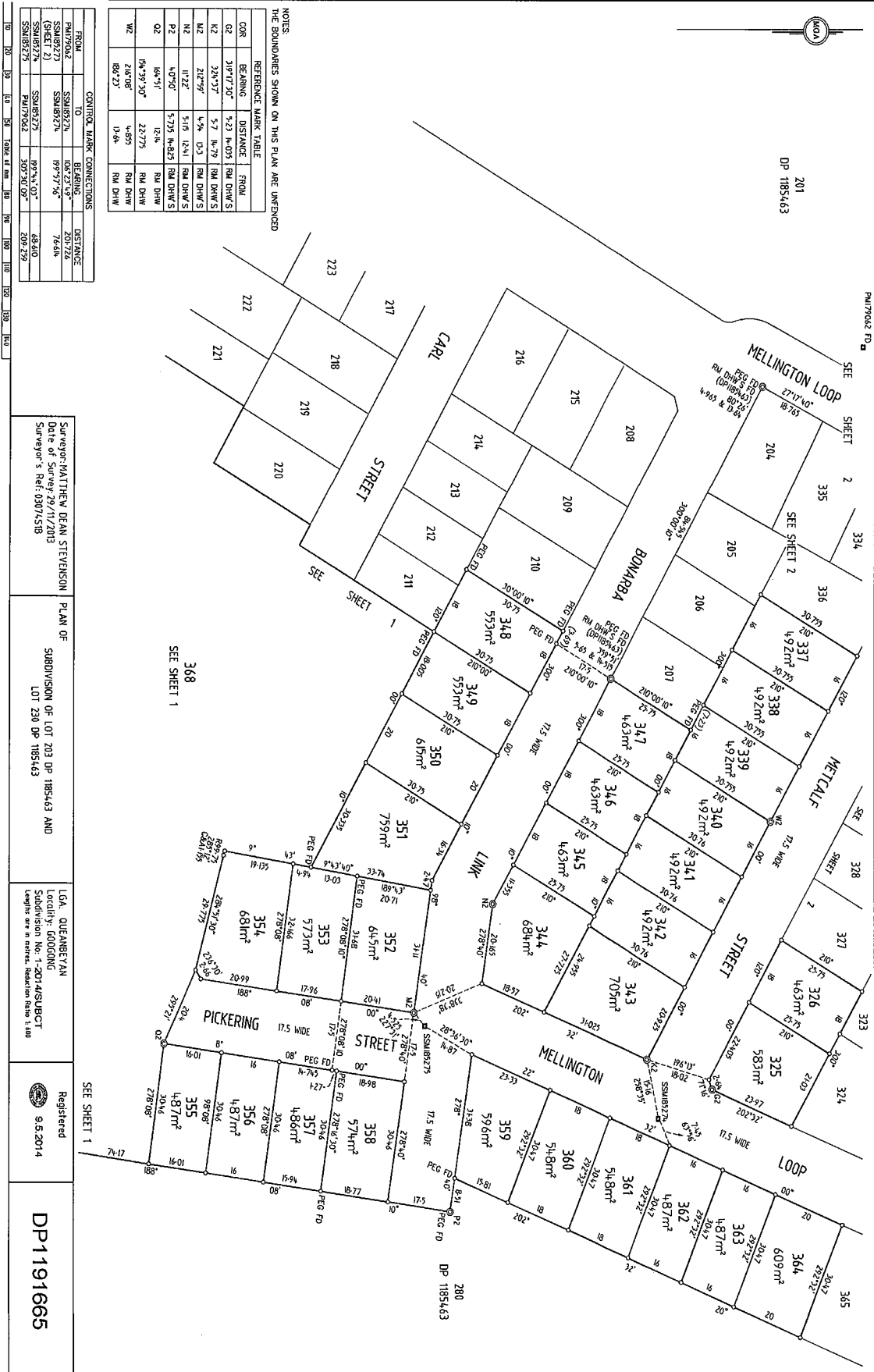
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304	12	Merlin	Crescent	Googong
305	14	Merlin	Crescent	Googong
306	16	Merlin	Crescent	Googong
307	18	Merlin	Crescent	Googong
308	25	Mellington	Loop	Googong
309	23	Mellington	Loop	Googong
310	21	Mellington	Loop	Googong
311	19	Mellington	Loop	Googong
312	17	Mellington	Loop	Googong
313	15	Mellington	Loop	Googong
314	4	Merlin	Crescent	Googong
315	13	Mellington	Loop	Googong
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322	22	Mellington	Loop	Googong
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324	26	Mellington	Loop	Googong
325	17	Metcalf	Street	Googong
326	15	Metcalf	Street	Googong
327	13	Metcalf	Street	Googong

If space is insufficient use additional annexure sheet

Surveyor's Reference: 03074S1B

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 5 sheet(s)										
<p style="text-align: right;">Office Use Only</p> <p>Registered:  9.5.2014</p> <hr/> <p>PLAN OF</p> <p style="text-align: center;">SUBDIVISION OF</p> <p style="text-align: center;">LOT 203 DP 1185463 AND</p> <p style="text-align: center;">LOT 230 DP 1185463</p> <hr/> <p>Subdivision Certificate number: <u>1-2014 / SUBST</u></p> <p>Date of Endorsement: <u>3 April 2014</u></p>	<p style="text-align: right;">Office Use Only</p> <div style="text-align: center; font-size: 2em; font-weight: bold; margin: 20px 0;">DP1191665</div> <p style="font-size: 0.8em;">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 2012</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. 											
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"> 1. POSITIVE COVENANT 2. EASEMENT FOR DRAINAGE OF SEWAGE 3.5 WIDE 3. EASEMENT FOR DRAINAGE OF WATER 3.5 WIDE <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT IT IS INTENDED TO RELEASE:</p> <ol style="list-style-type: none"> 1. EASEMENT FOR DRAINAGE OF SEWAGE 3.5 WIDE (DP1185463) 2. EASEMENT FOR DRAINAGE OF WATER 3.5 WIDE (DP1185463) 												
<table style="width:100%; border: none;"> <tr> <td style="width: 45%; vertical-align: top;"> <p>Signed, sealed and delivered for and on behalf of Googong Township Pty Limited ABN 95 154 514 593 by its attorneys under a power of attorney dated 21/11/2013 registered in New South Wales with Book. 4659 No.103 in the presence of:</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <p> Signature of Witness</p> </div> <div style="width: 45%;"> <p> Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney</p> </div> </div> </td> <td style="width: 45%; vertical-align: top;"> <p>Signed, sealed and delivered for and on behalf of Westpac Banking Corporation ABN 33 007 457 141 by its Attorneys under a Power of Attorney dated 17 Jan 2001 registered in New South Wales with Book. 4299 No.372 in the presence of:</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <p> Signature of Witness</p> </div> <div style="width: 45%;"> <p> Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney</p> </div> </div> </td> </tr> <tr> <td style="vertical-align: top;"> <p><u>Vicor A Roman 2014</u> Full name of Witness</p> </td> <td style="vertical-align: top;"> <p><u>EDWARD MICHAEL NOLAN</u> Full name of Attorney</p> </td> <td style="vertical-align: top;"> <p><u>George Dimarelos</u> Full name of Witness</p> </td> <td style="vertical-align: top;"> <p><u>Ross Cameron Tier Three Attorney</u> Full name of Attorney</p> </td> </tr> <tr> <td style="vertical-align: top;"> <p><u>CANBERRA ACT</u> Address of Witness</p> </td> <td style="vertical-align: top;"> <p> Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney</p> </td> <td style="vertical-align: top;"> <p><u>67216 KENT ST SYDNEY NSW 2000</u> Address of Witness</p> </td> <td style="vertical-align: top;"> <p><u>MAICOLA ROBERT LILLIC</u> Full name of Attorney</p> </td> </tr> </table>			<p>Signed, sealed and delivered for and on behalf of Googong Township Pty Limited ABN 95 154 514 593 by its attorneys under a power of attorney dated 21/11/2013 registered in New South Wales with Book. 4659 No.103 in the presence of:</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <p> Signature of Witness</p> </div> <div style="width: 45%;"> <p> Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney</p> </div> </div>	<p>Signed, sealed and delivered for and on behalf of Westpac Banking Corporation ABN 33 007 457 141 by its Attorneys under a Power of Attorney dated 17 Jan 2001 registered in New South Wales with Book. 4299 No.372 in the presence of:</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <p> Signature of Witness</p> </div> <div style="width: 45%;"> <p> Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney</p> </div> </div>	<p><u>Vicor A Roman 2014</u> Full name of Witness</p>	<p><u>EDWARD MICHAEL NOLAN</u> Full name of Attorney</p>	<p><u>George Dimarelos</u> Full name of Witness</p>	<p><u>Ross Cameron Tier Three Attorney</u> Full name of Attorney</p>	<p><u>CANBERRA ACT</u> Address of Witness</p>	<p> Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney</p>	<p><u>67216 KENT ST SYDNEY NSW 2000</u> Address of Witness</p>	<p><u>MAICOLA ROBERT LILLIC</u> Full name of Attorney</p>
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<p>If space is insufficient use additional annexure sheet</p>												
<p>Surveyor's Reference: 03074S1B</p>												

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 5 sheet(s)
<p>Registered:  9.5.2014</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p>Office Use Only</p> <p>DP1191665</p>	
<p>PLAN OF</p> <p>SUBDIVISION OF</p> <p>LOT 203 DP 1185463 AND</p> <p>LOT 230 DP 1185463</p>	<p>LGA: QUEANBEYAN</p> <p>Locality: GOOGONG</p> <p>Parish: GOOGONG</p> <p>County: MURRAY</p>	
<p>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>Survey Certificate</p> <p>I, MATTHEW DEAN STEVENSON of LANDDATA SURVEYS PTY LTD ABN 97118699728 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 2012</i>, is accurate and the survey was completed on 29/11/2013</p> <p>*(b) The part of the land shown in the plan (*being/*excluding A was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature:  Dated: 31/01/14</p> <p>Surveyor ID: 8763</p> <p>Datum Line: X-Y</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	
<p>Subdivision Certificate</p> <p>I, <u>Kathena Browne</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J 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: <u>Kathena Browne</u></p> <p>Accreditation number:</p> <p>Consent Authority: <u>Queanbeyan City Council</u></p> <p>Date of endorsement: <u>8 April 2014</u></p> <p>Subdivision Certificate number: <u>1-2014/SUBCT</u></p> <p>File number: <u>DAF111284</u></p> <p>*Strike through if inapplicable.</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSIONS OF MELLINGTON LOOP AND BONARBA LINK TO THE PUBLIC AS PUBLIC ROADS.</p> <p>IT IS INTENDED TO DEDICATE MERLIN CRESCENT, METCALF STREET AND PICKERING STREET TO THE PUBLIC AS PUBLIC ROADS.</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>		<p>Plans used in the preparation of survey/compilation.</p> <p>DP1185463, DP1191637</p> <p>If space is insufficient continue on PLAN FORM 6A</p>
		<p>Surveyor's Reference: 03074S1B</p>

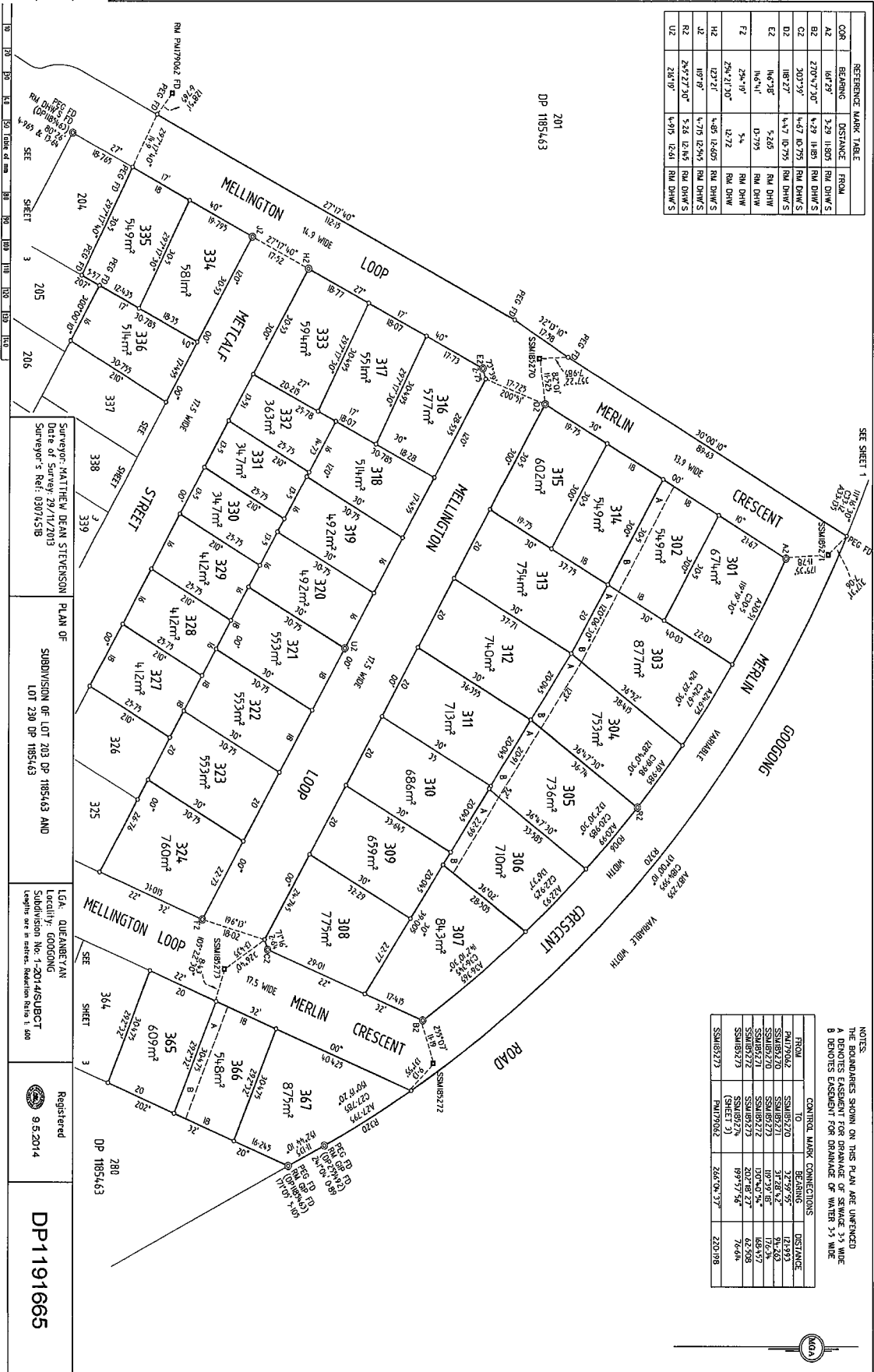


PLAN FORM 1 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

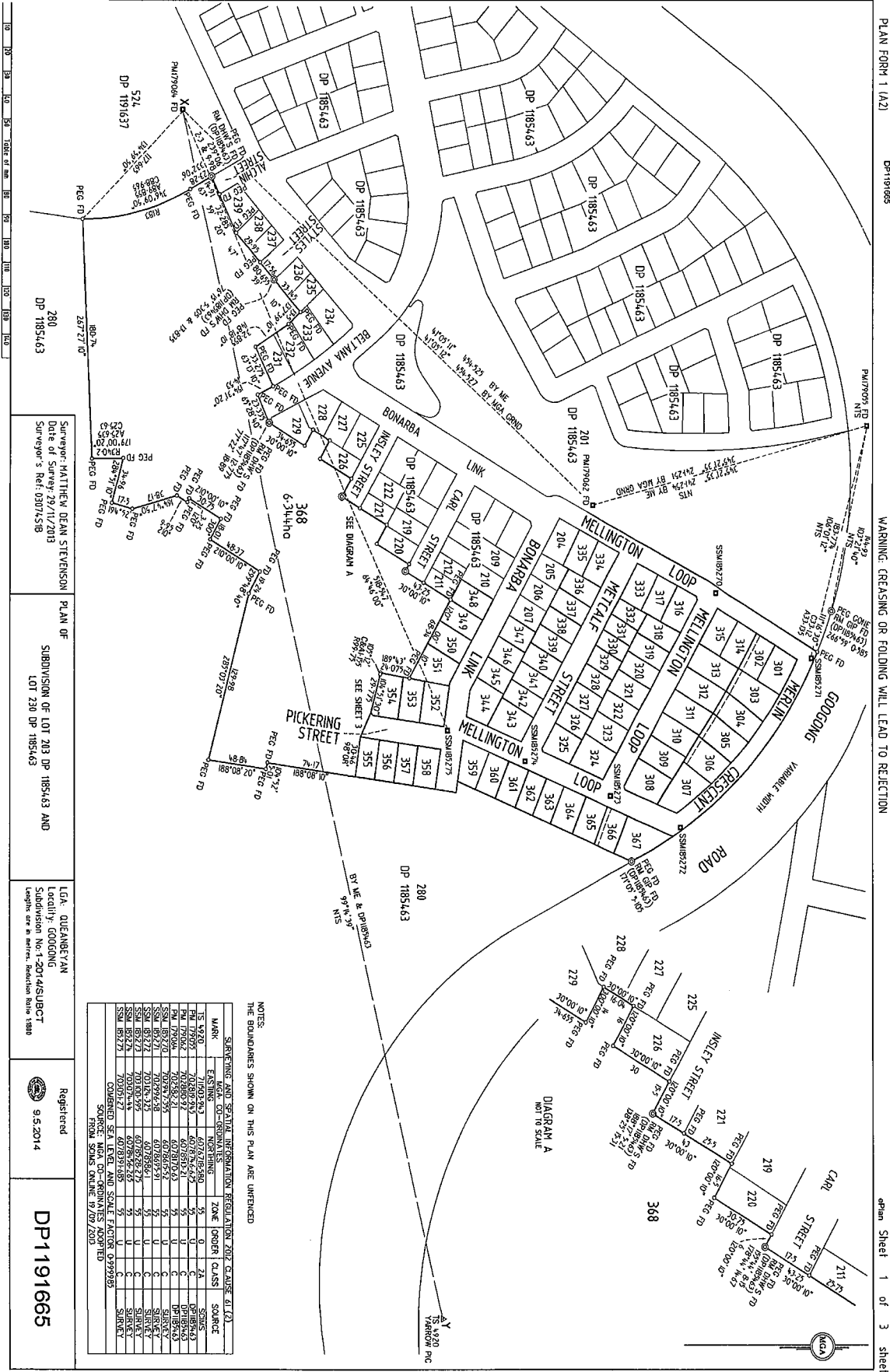
DP1191665

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BZ	270°47'30"	RM DHW'S
CZ	303°39'	RM DHW'S
DZ	188°27'	RM DHW'S
EZ	164°38'	RM DHW'S
FZ	254°19'	RM DHW'S
HZ	122°21'	RM DHW'S
JZ	189°09'	RM DHW'S
KZ	264°27'30"	RM DHW'S
LZ	248°09'	RM DHW'S



FROM	TO	BEARING	DISTANCE
PAU79042	SSM82720	37°29'55"	12.993
SSM82720	SSM82721	31°28'42"	91.420
SSM82721	SSM82722	10°40'48"	48.117
SSM82722	SSM82723	202°48'27"	42.008
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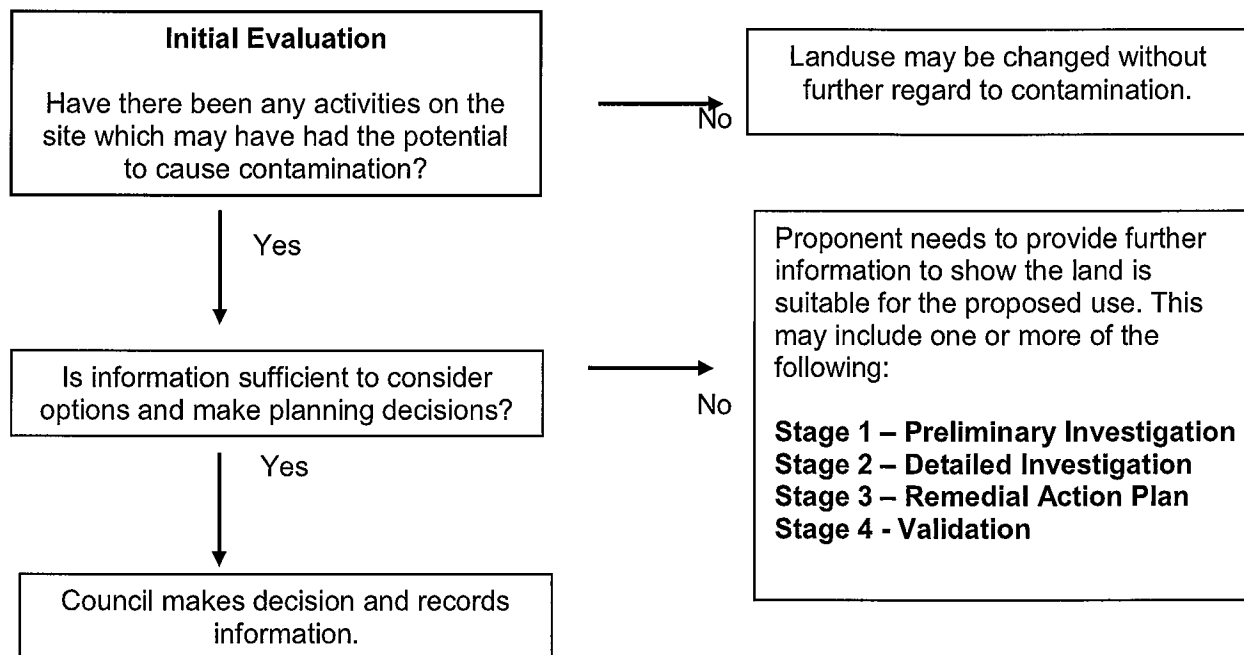


Council's Decision Making Process

In determining all rezoning, subdivision and development applications, Council must consider the possibility of land contamination and the implications it has for any proposed or permissible future uses of the land.

If contamination is, or may be present, the proponent must investigate the site and provide Council with the information it needs to carry out its planning functions. Figure 1 below outlines process when Council is assessing potential impacts of contamination on a site.

Figure 1 Contaminated Land



Note: The information contained in this Schedule is an excerpt from Council's policy on contaminated land management and is intended only as an overview.

For further information please refer to Part 2.4 – Contaminated Land Management of the Queanbeyan Development Control Plan 2012 and State Environmental Planning Policy No. 55 – Remediation of Land.

Contaminated Land Management

Introduction

This policy applies to all development and outlines requirements relating to the use and/or development of land that is or may potentially be contaminated. This policy should be read in conjunction with *State Environmental Planning Policy (SEPP) No. 55 – Remediation of Land*, and the relevant *Queanbeyan Local Environmental Plan* clause relating to earthworks.

Objectives

- (1) Enable Council to more adequately identify record and manage known and potentially contaminated land.
- (2) Provide direction for Council in the gathering and assessment of information in relation to previous land use activities that may have resulted in contamination.
- (3) Assist Council in the discharge of its functions and responsibilities in relation to existing and potential land contamination with reasonable care and due diligence to minimise potential risk to both public health and the environment.
- (4) Inform the community, particularly those interested or involved in the planning and development process, of Council's procedures relating to existing or potential land contamination.
- (5) Ensure that all stakeholders are aware of their responsibilities for the ongoing management of contaminated land.

Relationship to Other Plans, Council Policies and the Like

State Environmental Planning Policy 55 – Remediation of Land must be referred to in conjunction with this element.

Duty to Report Contamination

The *Contaminated Land Management Act 1997* requires persons to notify the Environment Protection Authority (EPA) if they become aware that their activities have contaminated land so as to present a significant risk of harm to human health or the environment. Clause 60(3) of the *Contaminated Land Management Act 1997* states that a person is required to notify the EPA if:

- i. The substance contaminating the land (the contaminant) or any by-product of the contaminant has entered or will foreseeably enter neighbouring land, the atmosphere, groundwater or surface water;
- ii. the regulations prescribe for the purposes of this subparagraph, or the guidelines specify, a level of the contaminant or by-product in the neighbouring land, atmosphere, groundwater or surface water;
- iii. the level of the contaminant or by-product after that entry is, or will foreseeably be, above the level prescribed or specified and will foreseeably continue to remain above that level.

4.1D Variation to minimum subdivision lot size

- (1) The objective of this clause is to provide opportunities for affordable medium density housing in appropriate locations.
- (2) This clause applies to the following land:
 - a) land within 200 metres of any land within Zone B2 Local Centre,
 - b) land identified as "Additional Development Area" on the Googong Map.
- (3) Despite clause 4.1, development consent may be granted for the subdivision of land to which this clause applies to create lots with an area of at least 170 square metres if the development application proposes the creation of at least 4 lots and includes a dwelling design for each lot.

4.2A Erection of dwelling houses and secondary dwellings on land in certain rural and environmental protection zones

- (1) The objectives of this clause are as follows:
 - (a) to minimise unplanned rural residential development,
 - (b) to enable the replacement of lawfully erected dwelling houses in rural and environmental protection zones.
- (2) This clause applies to land in the following zones:
 - (a) Zone RU2 Rural Landscape,
 - (b) Zone R5 Large Lot Residential,
 - (c) Zone E3 Environmental Management,
 - (d) Zone E4 Environmental Living.
- (3) Development consent must not be granted for the erection of a dwelling house on land to which this clause applies, and on which no dwelling house has been erected, unless the land:
 - (a) is a lot that is at least the minimum lot size shown on the Lot Size Map in relation to that land, or
 - (b) is a lot created under this Plan (other than under clause 4.2 (3)), or
 - (c) is a lot resulting from a subdivision for which development consent (or equivalent) was granted before this Plan commenced and on which the erection of a dwelling house would have been permissible if the plan of subdivision had been registered before that commencement, or
 - (d) would have been a lot referred to in paragraph (a), (b) or (c) had it not been affected by:
 - (i) a minor realignment of its 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.

Note. A dwelling cannot be erected on a lot created under clause 9 of *State Environmental Planning Policy (Rural Lands) 2008* or clause 4.2.

- (4) Development consent must not be granted for the erection of a secondary dwelling on land to which this clause applies unless the land:
 - (a) is a lot that is at least the minimum lot size shown on the Lot Size Map in relation to that land, or
 - (b) is identified as "Lot Averaging" on the Lot Averaging Map and is a lot with an area of at least 2 hectares.
- (5) Development consent may be granted for the erection of a dwelling house on land to which this clause applies if there is a lawfully erected dwelling house on the land and the dwelling house to be erected is intended only to replace the existing dwelling house.

4.1 Minimum subdivision lot size

- (1) The objectives of this clause are as follows:
 - a) to ensure subdivision is sensitive to land, heritage and environmental characteristics (including water quality, native flora and fauna and places or items of Aboriginal and European heritage value),
 - b) to ensure subdivision does not adversely impact on the functions and safety of main roads,
 - c) to provide lots with areas and dimensions that enable the appropriate siting and construction of a building and associated works to minimise and avoid the threat of natural hazard (including bush fire, soil instability and flooding) and to protect significant vegetation and prominent or significant landscape qualities,
 - d) to ensure new lots have an adequate water supply and can be provided with an effective means of disposal of domestic waste and adequately serviced,
 - e) to create lots that are compatible with the existing predominant lot pattern or desired future character of the locality and to minimise the likely adverse impact on the amenity of adjoining developments.
- (2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause does not apply in relation to the subdivision of individual lots in a strata plan or community title scheme.

4.1B Minimum lot sizes for dual occupancies, multi dwelling housing and residential flat buildings

- (1) The objective of this clause is to achieve planned residential density in certain zones.
- (2) Development consent may be granted for development on a lot in a zone shown in Column 2 of the Table to this clause for a purpose shown in Column 1 of the Table opposite that zone, if the area of the lot is equal to or greater than the area specified for that purpose and shown in Column 3 of the Table.

Column 1	Column 2	Column 3
Dual occupancies	Zone R3 Medium Density	600 square metres
Dual occupancies	Zone R4 High Density	600 square metres
Multi dwelling housing	Zone R3 Medium Density	750 square metres
Multi dwelling housing	Zone R4 High Density	750 square metres
Residential flat buildings	Zone R4 High Density	1,000 square metres

20 Use of certain land at 1738 Old Cooma Road, Royalla

- (1) This clause applies to land at 1738 Old Cooma Road, Royalla, being Lot, 2 DP 555380.
- (2) Development for the purposes of a dwelling house is permitted with development consent.

21 Use of certain land at 1865A Old Cooma Road, Royalla

- (1) This clause applies to land at 1865A Old Cooma Road, Royalla, being Lot 186, DP 754871.
- (2) Development for the purposes of a dwelling house is permitted with development consent.

22 Use of certain land at 101 Alderson Place, Tralee

- (1) This clause applies to land at 101 Alderson Place, Tralee, being Lots 3, 5, 6, 8, 9, 11 and 12, DP 17224, Lots 9–11, DP 130626, Lot 100, DP 131036 and Lot 1, DP 1001136.
- (2) Development for the purposes of farm buildings is permitted with development consent.

23 Use of certain land at 223A Alderson Place, Tralee

- (1) This clause applies to land at 223A Alderson Place, Tralee, being Lot 2, DP 1039904.
- (2) Development for the purposes of a dwelling house is permitted with development consent.

13 Use of certain land at Jerrabomberra

- (1) This clause applies to the following land at Jerrabomberra:
 - a) 12 Balcombe Street, being Lot 10, DP 1101885,
 - b) 63 Ironbark Circuit, being Lot 118, DP 1007170,
 - c) 2 Sweetgum Place, being Lot 179, DP 1007170,
 - d) 4 Walter Close, being Lot 1378, DP 1051143,
 - e) 127 Waterfall Drive, being Lot 126, DP 1041324.
- (2) Development for the purposes of dual occupancies is permitted with development consent.

14 Use of certain land at Jerrabomberra

- (1) This clause applies to the following land at Jerrabomberra:
 - a) 61, 65 and 68 Brudenell Drive, being Lots 65, 66 and 77, DP 775666,
 - b) 1, 3, 5, 7, 9 and 11 Coachwood Avenue, being Lots 759–761 and 763–765, DP 829470,
 - c) 13, 15 and 22–26 Coral Drive, being Lots 739–743, 757 and 758, DP 835596,
 - d) 3–6, 8, 10, 12, 14 and 20 Laurel Place, being Lots 745–750 and 753–755, DP 835596,
 - e) 8 and 32 Walker Crescent, being Lots 39 and 51, DP 775666.
- (2) Development for the purposes of dual occupancies (attached) is permitted with development consent.

15 Use of certain land at 59 Cooma Street, Queanbeyan

- (1) This clause applies to land at 59 Cooma Street, Queanbeyan, being Lot 2, DP 815688.
- (2) Development for the purposes of business premises and office premises is permitted with development consent.

16 Use of certain land at 1 Bungendore Road, Queanbeyan East

- (1) This clause applies to land at 1 Bungendore Road, Queanbeyan East, being Lot 1, DP 835570.
- (2) Development for the purposes of a take away food and drink premises is permitted with development consent.

17 Use of certain land at 1 Buttle Street, Queanbeyan East

- (1) This clause applies to land at 1 Buttle Street, Queanbeyan East, being Lots 1–6, SP 40615.
- (2) Development for the purposes of commercial premises is permitted with development consent.

18 Use of certain land at 53 Tharwa Road, Queanbeyan West

- (1) This clause applies to land at 53 Tharwa Road, Queanbeyan West, being Lot 441, DP 623510.
- (2) Development for the purposes of hotel or motel accommodation is permitted with development consent.

19 Use of certain land at 1738 Old Cooma Road, Royalla

- (1) This clause applies to land at 1738 Old Cooma Road, Royalla, being Lots 1 and 2, DP 555380 and Lot 152, DP 754912.
- (2) Development for the purposes of farm buildings is permitted with development consent.

5A Use of certain land at Googong for studio dwellings

- (1) This clause applies to land to which clause 4.1D applies.
- (2) Development consent may be granted to a single development application for development on land to which this clause applies that is both:
 - (a) the subdivision of land in accordance with subclause 4.1D (3), and
 - (b) the erection of a studio dwelling on a lot resulting from the subdivision.
- (3) Development consent must not be granted under this clause if:
 - (a) the ratio of studio dwellings to lots resulting from the subdivision is greater than 1:3, and
 - (b) the dwelling in conjunction with which the studio dwelling is to be established is located on a lot that has an area of less than 225 m².

6 Use of certain land at 64 Googong Road, Googong

- (1) This clause applies to 64 Googong Road, Googong, being Lot 10, DP 754881.
- (2) Development for the purposes of garden centres, horticulture, landscaping material supplies and plant nurseries is permitted with development consent.

7 Use of certain land at 140 Googong Road, Googong

- (1) This clause applies to land at 140 Googong Road, Googong, being Lot 12, DP 1164687.
- (2) Development for the purposes of advertising structures and real estate signs within 10m of the boundary of Old Cooma Road, with a maximum area of 20m² and a maximum height of 8m from the ground (existing) is permitted with development consent.

8 Use of certain land at 23 Mol Crescent, Googong

- (1) This clause applies to 23 Mol Crescent, Googong, being Lot 2, DP 826105.
- (2) Development for the purposes of a dwelling house is permitted with development consent.

9 Use of certain land at 663 and 1368 Old Cooma Road, Googong

- (1) This clause applies to land at 663 and 1368 Old Cooma Road, Googong, being Lots 8 and 13, DP 219695.
- (2) Development for the purpose of a dwelling house on each lot is permitted with development consent.

10 Use of certain land at 1400 Old Cooma Road, Googong

- (1) This clause applies to land at 1400 Old Cooma Road, Googong, being Lot 3, DP 827344.
- (2) Development for the purposes of a high technology industry is permitted with development consent.

11 Use of certain land at 229 Wickerslack Lane, Googong

- (1) This clause applies to land at 229 Wickerslack Lane, Googong, being Lots 7, 32, 92, 102, 104, 111 and 112, DP 754875 and Lot 2, DP 375866.
- (2) Development for the purposes of farm buildings is permitted with development consent.

12 Use of certain land at 250 Lanyon Drive, Jerrabomberra

- (1) This clause applies to Lots 7328–7332, DP 1153148 and Lot 1, DP 1111489, being Crown Land reserved for a cemetery.
- (2) Development for the purposes of a kiosk is permitted with development consent.

2.5 Additional permitted uses for particular land

- (1) Development on particular land that is described or referred to in Schedule 1 may be carried out:
 - a) With development consent, or
 - b) if the Schedule so provides—without development consent, in accordance with the conditions (if any) specified in that Schedule in relation to that development.
- (2) This clause has effect despite anything to the contrary in the Land Use Table or other provision of this Plan.

Schedule 1 Additional permitted uses (Clause 2.5)

1 Use of certain land at Carwoola

- (1) This clause applies to the following land at Carwoola:
 - a) 149 Wanna Wanna Road, being Lot 87, DP 1051143 and Lots 87, 88, 122, 126 and 127, DP 754875,
 - b) 352 Wanna Wanna Road, being Lot 89, DP 754875,
 - c) 370 Wanna Wanna Road, being Lot 146, DP 48277,
 - d) 517 Wanna Wanna Road, being Lot 83, DP 754922.
- (2) Development for the purpose of a dwelling house is permitted on each lot with development consent.

2 Use of certain land at 67 Lorn Road, Crestwood

- (1) This clause applies to land at 67 Lorn Road, Crestwood, being Lots 21 and 22, DP 225012.
- (2) Development for the purpose of an educational establishment is permitted with development consent.

3 Use of certain land at 135 Uriarra Road, Crestwood

- (1) This clause applies to land at 135 Uriarra Road, Crestwood, being Lot 4, DP 1060200.
- (2) Development for the purposes of commercial premises is permitted with development consent.

4 Use of certain land at Googong

- (1) This clause applies to land identified as "Additional Development Area" on the Googong Map.
- (2) Development for the purposes of advertising structures, business identification signs, business premises, food and drink premises, hotel or motel accommodation, kiosks, markets, office premises, service stations and shops is permitted with development consent.

5 Use of certain land at Googong Common, Googong

- (1) This clause applies to land identified as "Googong Common" on the Googong Map.
- (2) Development for the purposes of cellar door premises, depots, entertainment facilities, function centres, garden centres, horticulture, landscaping material supplies, plant nurseries, resource recovery facilities, viticulture, waste or resource transfer stations and water recreation structures is permitted with development consent.

Zone R1 General Residential**1 Objectives of zone**

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provides facilities or services to meet the day to day needs of residents.
- To ensure that buildings with non-residential uses have a bulk and scale that is compatible with the zone's predominantly residential character.
- To promote walkable neighbourhoods and a sense of community.
- To ensure that where possible, development maintains existing bushland.
- To encourage medium to high density housing located in close proximity to the town and village centres.

2 Permitted without consent

Environmental protection works; Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home businesses; Home industries; Hostels; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; Veterinary hospitals; Waste or resource management facilities

4 Prohibited

Any development not specified in item 2 or 3

SEPP (Affordable Rental Housing) 2009

Gazetted 31.07.09

The aims of this Policy are as follows:

- a) to provide a consistent planning regime for the provision of affordable rental housing,
- b) to facilitate the effective delivery of new affordable rental housing by providing incentives by way of expanded zoning permissibility, floor space ratio bonuses and non-discretionary development standards,
- c) to facilitate the retention and mitigate the loss of existing affordable rental housing,
- d) to employ a balanced approach between obligations for retaining and mitigating the loss of existing affordable rental housing, and incentives for the development of new affordable rental housing,
- e) to facilitate an expanded role for not-for-profit-providers of affordable rental housing,
- f) to support local business centres by providing affordable rental housing for workers close to places of work,
- g) to facilitate the development of housing for the homeless and other disadvantaged people who may require support services, including group homes and supportive accommodation.

SEPP (Urban Renewal) 2010

Gazetted 15.12.10

Aims of Policy

The aims of this Policy are as follows:

- a) to establish the process for assessing and identifying sites as urban renewal precincts,
- b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
- c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

State Environmental Planning Policy (State and Regional Development) 2011 Published: 28.9.2011

The aims of this Policy are to identify development that is State significant development, to identify development that is State significant infrastructure and critical State significant infrastructure and to confer functions on joint regional planning panels to determine development application.

SEPP (Rural Lands) 2008

Gazetted 09.05.08

Aims of Policy

The aims of this Policy are as follows:

- a) to facilitate the orderly and economic use and development of rural lands for rural and related purposes,
- b) to identify the Rural Planning Principles and the Rural Subdivision Principles so as to assist in the proper management, development and protection of rural lands for the purpose of promoting the social, economic and environmental welfare of the State,
- c) to implement measures designed to reduce land use conflicts,
- d) to identify State significant agricultural land for the purpose of ensuring the ongoing viability of agriculture on that land, having regard to social, economic and environmental considerations,
- e) to amend provisions of other environmental planning instruments relating to concessional lots in rural subdivisions.

SEPP (Temporary Structures) 2007

Gazetted 28.9.07

Aims of Policy

The aims of this Policy are as follows:

- a) to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment,
- b) to encourage the protection of the environment at the location, and in the vicinity, of places of public entertainment or temporary structures by (among other things) managing noise, parking and traffic impacts and ensuring heritage protection,
- c) to specify the circumstances in which the erection and use of temporary structures are complying development or exempt development,
- d) to promote opportunities for buildings (including temporary structures) to be used as places of public entertainment by specifying the circumstances in which that use is complying development or exempt development,
- e) to promote the creation of jobs in the public entertainment industry,
- f) to increase access for members of the public to public entertainment.

SEPP (Exempt and Complying Development Codes) 2008

Gazetted 12.12.08.

Aims of Policy

This Policy aims to provide streamlined assessment processes for development that complies with specified development standards by:

- a) providing exempt and complying development codes that have State-wide application, and
- b) identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent, and
- c) identifying, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979, and
- d) enabling the progressive extension of the types of development in this Policy, and
- e) providing transitional arrangements for the introduction of the State-wide codes, including the amendment of other environmental planning instruments.

BASIX affected building means:

- a) a dwelling-house (that is, a building comprising one dwelling and nothing else but ancillary structures to the dwelling) or
- b) a dual occupancy building (that is, a building comprising two dwellings and nothing else but structures ancillary to those dwellings), or
- c) a guest house, boarding house, lodging house or hostel (including a backpackers hostel), being a building with a gross floor area of less than 300 square metres, but does not include:
- d) one of 3 or more dwelling-houses (comprising a single development) to be erected on land the subject of a development application or development consent for subdivision under:
 - i. the Strata Schemes (Freehold Development) Act 1973, and
 - ii. the Strata Schemes (Leasehold Development) Act 1986,so as to create a separate lot for each such dwelling-house, or
- e) one of 2 or more dual occupancy buildings (comprising a single development) to be erected on land the subject of a development application or development consent for the subdivision under:
 - i. the Strata Schemes (Freehold Development) Act 1973, and
 - ii. the Strata Schemes (Leasehold Development) Act 1986,so as to create a separate lot for each such building.

SEPP (Mining, Petroleum Production and Extractive Industries) 2007
Gazetted 16.07.07

The SEPP applies State-wide. The SEPP aims to provide for the proper management and development of mining, petroleum production and extractive material resources; to facilitate the orderly use and development of areas where the resources are located; and, to establish appropriate planning controls to encourage sustainable management of these resources.

SEPP (Infrastructure) 2007
Gazetted 21.12.07.

The aim of this Policy is to facilitate the effective delivery of infrastructure across the State by:

- a) improving regulatory certainty and efficiency through a consistent planning regime for infrastructure and the provision of services, and
- b) providing greater flexibility in the location of infrastructure and service facilities, and
- c) allowing for the efficient development, redevelopment or disposal of surplus government owned land, and
- d) identifying the environmental assessment category into which different types of infrastructure and services development fall (including identifying certain development of minimal environmental impact as exempt development), and
- e) identifying matters to be considered in the assessment of development adjacent to particular types of infrastructure development, and
- f) providing for consultation with relevant public authorities about certain development during the assessment process or prior to development commencing.

SEPP No.62 – Sustainable Aquaculture

Gazetted 25.8.00

The aims and objectives of this Policy are:

- a) to encourage sustainable aquaculture, including sustainable oyster aquaculture, in the State, namely, aquaculture development which uses, conserves and enhances the community's resources so that the total quality of life now and in the future can be preserved and enhanced, and
- b) to make aquaculture development permissible in certain zones under the Standard Instrument, as identified in the NSW Land Based Sustainable Aquaculture Strategy, and
- c) to set out the minimum site location and operational requirements for permissible aquaculture development (the minimum performance criteria), and
- d) to establish a graduated environmental assessment regime for aquaculture development based on the applicable level of environmental risk associated with site and operational factors (including risks related to climate change, in particular, rising sea levels), and
- e) to apply the Policy to land-based aquaculture development and oyster aquaculture development in the State and to include facility for extension of the Policy to natural water-based aquaculture.

SEPP No. 64 - Advertising and Signage

Gazetted 16.3.01.

Aims to establish uniform codes for advertising and signage and to provide time limited consents for display of certain advertisements.

SEPP No. 65-Design Quality of Residential Flat Development

Gazetted 26.7.02.

Provides design criteria for residential flat development of three storeys or greater.

SEPP (Housing for Seniors or People with a Disability) 2004

Gazetted 31.3.04 (SEPP Seniors Living).

Encourages the development of high quality accommodation for our ageing population and for people who have disabilities – housing that is in keeping with the local neighbourhood.

SEPP (Major Development) 2005

Gazetted on 25.5.05 (SEPP State Significant Development) 2005.

Defines what development is state significant development and determined by the Minister for Infrastructure and Planning. The policy repeals SEPP 34 and 38, as well as provisions in numerous other planning instruments, declarations and directions.

SEPP (Building Sustainability Index: BASIX) 2004

Gazetted 25.6.04.

This Policy applies to:

- a) a proposed BASIX affected building for which the regulations under the Act require a BASIX certificate to accompany an application for a development consent, complying development certificate or construction certificate, and
- b) a BASIX affected building the subject of a development consent, complying development certificate or construction certificate that, pursuant to the regulations under the Act, is subject to a BASIX commitment.

SEPP No. 36 — Manufactured Home Estates**Gazetted 16.7.93.**

Helps establish well-designed and properly serviced manufactured home estates (MHEs) in suitable locations. Affordability and security of tenure for residents are important aspects. The policy applies to Gosford, Wyong and all local government areas outside the Sydney Region. To enable the immediate development of estates, the policy allows MHEs to be located on certain land where caravan parks are permitted. There are however, criteria that a proposal must satisfy before the local council can approved development. The policy also permits, with consent, the subdivision of estates either by community title or by leases of up to 20 years. A section 117 direction issued in conjunction with the policy guides councils in preparing local environmental plans for MHEs, enabling them to be excluded from the policy.

SEPP No 44—Koala Habitat Protection**Gazetted 6.1.1995.**

This Policy aims to encourage the proper conservation and management of areas of natural vegetation that provide habitat for koalas to ensure a permanent free-living population over their present range and reverse the current trend of koala population decline:

- a) by requiring the preparation of plans of management before development consent can be granted in relation to areas of core koala habitat, and
- b) by encouraging the identification of areas of core koala habitat, and
- c) by encouraging the inclusion of areas of core koala habitat in environment protection zones.

SEPP No. 50 – Canal Estate Development**Gazetted 10.11.97**

This Policy aims to prohibit canal estate development as described in this Policy in order to ensure that the environment is not adversely affected by the creation of new developments of this kind.

SEPP No. 55 - Remediation of Land**Gazetted 28.8.98.**

Introduces statewide planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared *Managing Land Contamination: Planning Guidelines*.

SEPP No. 21 — Caravan Parks**Gazetted 24.4.92. Replaces SEPP No. 21 — Moveable Dwellings gazetted 28.11.86.**

Ensures that where caravan parks or camping grounds are permitted under an environmental planning instrument, movable dwellings, as defined in the *Local Government Act 1993*, are also permitted. The specific kinds of movable dwellings allowed under the Local Government Act in caravan parks and camping grounds are subject to the provisions of the Caravan Parks Regulation.

The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long-term sites in existing caravan parks. It also enables, with the council's consent, long-term sites in caravan parks to be subdivided by leases of up to 20 years.

SEPP No. 22 — Shops and Commercial Premises**Gazetted 9.1.87.**

Permits within a business zone, a change of use from one kind of shop to another or one kind of commercial premises to another, even if the change of use is prohibited under an environmental planning instrument. Development consent must be obtained and the consent authority satisfied that the change of use will have no, or only minor, environmental effect.

SEPP No. 30 — Intensive Agriculture**Gazetted 8.12.89.**

Requires development consent for cattle feedlots having a capacity of 50 or more cattle or piggeries having a capacity of 200 or more pigs. The policy sets out information and public notification requirements to ensure there are effective planning control over this export-driven rural industry. The policy does not alter if, and where, such development is permitted, or the functions of the consent authority.

SEPP No. 32 — Urban Consolidation (Redevelopment of Urban Land)**Gazetted 15.11.91**

States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy:

- focuses on the redevelopment of urban land that is no longer required for the purpose it is currently zoned or used
- encourages local councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy.

Councils will continue to be responsible for the majority of rezonings. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban redevelopment. Where a site is rezoned by an REP, the Minister will be the consent authority.

SEPP No. 33 — Hazardous and Offensive Development**Gazetted 13.3.92**

Provides new definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The definitions apply to all planning instruments, existing and future. The new definitions enable decisions to approve or refuse a development to be based on the merit of proposal. The consent authority must carefully consider the specifics of the case, the location and the way in which the proposed activity is to be carried out. The policy also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the policy. For example, any application to carry out a potentially hazardous or potentially offensive development is to be advertised for public comment, and applications to carry out potentially hazardous development must be supported by a preliminary hazard analysis (PHA). The policy does not change the role of councils as consent authorities, land zoning, or the designated development provisions of the *Environmental Planning and Assessment Act 1979*.

DEVELOPMENT CONTROL PLANS

The following Development Control Plans can be viewed on Council's web site at www.qcc.nsw.gov.au

QUEANBEYAN DEVELOPMENT CONTROL PLAN 2012

The purpose of this development control plan is to provide detailed provisions relating to matters of environmental planning significance for Queanbeyan to be taken into consideration by Queanbeyan City Council when exercising its environmental assessment and planning functions under the *Environmental Planning and Assessment Act 1979*.

GOOGONG DEVELOPMENT CONTROL PLAN

This development control plan provides background, objectives, controls and design criteria to achieve desirable development outcomes in line with Council's vision for the new town of Googong.

STATE ENVIRONMENTAL PLANNING POLICIES

State environmental planning policies (SEPPs) deal with issues significant to the State and people of New South Wales. They are made by the Minister for Planning and may be exhibited in draft form for public comment before being gazetted as a legal document.

This list is intended for use as a summary guide only. Please refer to the relevant policy for full details. Further information is available from the NSW Department of Planning and Infrastructure. <http://www.planning.nsw.gov.au/>

**SEPP No. 1 — Development Standards
Gazetted 17.10.80.**

Makes development standards more flexible. It allows councils to approve a development proposal that does not comply with a set standard where this can be shown to be unreasonable or unnecessary.

**SEPP No. 4 — Development Without Consent and Miscellaneous Complying Development
Gazetted 4.12.81.**

Allows relatively simple or minor changes of land or building use and certain types of development by public authorities without the need for formal development applications. The types of development covered are outlined in the policy.

**SEPP No. 6 — Number of Storeys in a Building
Gazetted 10.12.82**

Sets out a method for determining the number of storeys in a building, to prevent possible confusion arising from the interpretation of various environmental planning instruments.

Planning Certificate No.: 1075-2015

M J Thompson

Director

Environment, Planning and Development

Checked: KD

Date: 13-Nov-2015

Per 

Any request for further information in connection with the above should be marked for the attention of

Queanbeyan City Council

Environment, Planning and Development

PO Box 90

256 Crawford Street

Queanbeyan NSW 2620

Telephone: (02) 6285 6244

<p>(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act —if a copy of such statement has been provided at any time to the local authority issuing the certificate.</p>	<p style="text-align: center;">YES</p> <p>Site audit statement No 12058 SAR 191 dated 18th of October 2013 prepared by Ron Harwood advises that neighbourhood 1A part Lot 12, part Lot 13 and part Lot 14 in DP 1164687, part Lot 1 in DP 1149329 and part Lot 6 in DP 2554892 is suitable for the following:</p> <ol style="list-style-type: none"> 1. Residential with accessible soil, including garden (minimal home-grown produce contributing less than 10% fruit and vegetable intake), excluding poultry. 2. Day care centre, preschool, primary school. 3. Residential with minimal opportunity for soil access, including units. 4. Secondary school. 5. Park, recreational open space, playing field. 6. Commercial/industrial
<p>Note. Section 26 of the <i>Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009</i> provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the council is provided with a copy of the exemption or authorisation by the Co-ordinator General under that Act.</p>	
<p>Note. This certificate utilises data and information from third party sources for some responses, such as (but not necessarily limited to): NSW Office of Environment and Heritage (9A,10); NSW Roads and Maritime Services (Q.6 a); NSW Rural Fire Service (Q.11); Murrumbidgee Catchment Management Authority (Q.12); NSW Land and Environment Court (Q.13); NSW Department of Planning and Infrastructure (Q.14-19); and the NSW Environment Protection Authority (Note re; <i>Contaminated Land Management Act 1997</i>).</p> <p>Information reproduced is provided from the latest information supplied to Council, however should be verified and checked with these agencies prior to relying on this information.</p>	
<p>Note: The following additional information is provided in accordance with section 149(5) of the Environmental Planning and Assessment Act 1979:</p> <p><u>Buildings Erected After 1980 Unlikely to be Affected by Loose Fill Asbestos Insulation</u></p> <p>Loose fill asbestos insulation (sometimes referred to as “Mr Fluffy” insulation) is known to have been installed in some homes in the Queanbeyan local government area prior to this material being banned for use in 1980. Loose fill asbestos is easy to disturb and can become airborne and it is then easily inhaled. Inhaling asbestos fibres can result in serious illness including asbestosis, lung cancer and mesothelioma.</p> <p>The Council’s records indicate that the land is vacant or a building situated on the land to which this certificate relates was erected after 1980.</p> <p>Note: Nothing in this statement relates to information about the presence of bonded asbestos materials such as asbestos cement sheeting which may have been used at this site.</p>	

18. Paper subdivision information

(1) 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 As at the date of the Certificate Council is not aware of the existence of a development plan adopted by a relevant authority that applies to the land or is proposed to be subject to a consent ballot.
(2) The date of any subdivision order that applies to the land.	NO As at the date of the Certificate Council is not aware of any subdivision order that applies to the land.
(3) <i>Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.</i>	

19. Site verification certificates

<p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <ul style="list-style-type: none"> (a) the matter certified by the certificate, and (b) the date on which the certificate ceases to be current (if any), and (c) that a copy may be obtained from the head office of the Department of Planning. <p>Note. A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.</p>	<p>NO</p> <p>Council is not aware of the existence of a current site verification certificate for the land.</p>
<p>Note. The following matters are prescribed by section 59 (2) of the <i>Contaminated Land Management Act 1997</i> as additional matters to be specified in a planning certificate:</p>	
(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,	NO
(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,	NO
(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,	NO
(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,	NO

14. Directions under Part 3A

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.	NO
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15. Site compatibility certificates and conditions for seniors housing

If the land is land to which <i>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</i> applies:	
<p>(a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land, and if there is a certificate, the statement is to include:</p> <ul style="list-style-type: none"> (i) the period for which the certificate is valid, and (ii) that a copy may be obtained from the head office of the Department of Planning, and <p>(b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.</p>	<p>NO</p> <p>Council is not aware of the existence of a current site compatibility certificate for the land.</p>

16. Site compatibility certificates for infrastructure

<p>A statement of whether there is a valid site compatibility certificate (infrastructure), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <ul style="list-style-type: none"> (a) the period for which the certificate is valid, and (b) that a copy may be obtained from the head office of the Department of Planning. 	<p>NO</p> <p>Council is not aware of the existence of a current site compatibility certificate for the land.</p>
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17. Site compatibility certificates and conditions for affordable rental housing

<p>A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <ul style="list-style-type: none"> (a) the period for which the certificate is current, and (b) that a copy may be obtained from the head office of the Department of Planning. <p>A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i> that have been imposed as a condition of consent to a development application in respect of the land.</p>	<p>NO</p> <p>Council is not aware of the existence of a current site compatibility certificate for the land.</p>
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8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.	NO
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9. Contributions plans

The name of each contributions plan applying to the land.	<p>Queanbeyan Section 94 Contributions Plan for Extractive Industry 2014 Effective from 1 July 2014</p> <p>Note: Draft Queanbeyan City Council Section 94 Contributions Plan (Googong) 2015 prepared under section 94 of the <i>Environmental Planning and Assessment Act 1979</i> and applying to the land was placed on public exhibition between 29 May 2015 and 13 July 2015</p>
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9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the <i>Threatened Species Conservation Act 1995</i>), a statement to that effect.	NO
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10. Biobanking agreements

If the land is land to which a biobanking agreement under Part 7A of the <i>Threatened Species Conservation Act 1995</i> relates, a statement to that effect (but only if the council has been notified of the existence of an agreement by the Director-General of the Department of Environment, Climate Change and Water).	NO
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11. Bush fire prone land

<p>If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.</p> <p>If none of the land is bush fire prone land, a statement to that effect.</p>	The land is not shown as bushfire prone land in accordance with the Environmental Planning and Assessment Act 1979.
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12. Property Vegetation Plans

If the land is land to which a property vegetation plan under the <i>Native Vegetation Act 2003</i> applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).	NO
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13. Orders under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the <i>Trees (Disputes Between Neighbours) Act 2006</i> to carry out work in relation to a tree on the land (but only if the council has been notified of the order).	NO
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7. Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

<p>(a) adopted by the council, or</p> <p>(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,</p> <p>that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding.)</p>	<p style="text-align: center;">YES</p> <p>All land within the Queanbeyan Local Government Area is affected by policies adopted by the council relating to contaminated land and bushfire prone land as described below.</p> <p style="text-align: center;">CONTAMINATED LAND</p> <p>Council has adopted by resolution a policy on contaminated land. This policy is triggered when rezoning or land use changes are proposed on lands which have previously been used for certain purposes which could have involved the use of contaminants.</p> <p>The subject land has been investigated for contamination and a site audit statement has been prepared. Please see Note (e) of this Certificate for details of the findings</p> <p style="text-align: center;">Refer to attached Schedule 7.</p> <p style="text-align: center;">BUSHFIRE</p> <p>On land that is bushfire prone certain development may require further consideration under Section 79BA or Section 91 of the Environmental Planning and Assessment Act 1979, and under Section 100B of the Rural Fires Act 1997 with respect to bushfire matters.</p> <p style="text-align: center;">Refer to Question 11 to see if the land is bush fire prone.</p>
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7 A. Flood related development controls information

(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.	NO
(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.	NO
(3) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.	

4A. Certain information relating to beaches and coasts

(1) In relation to a coastal council—whether an order has been made under Part 4D of the <i>Coastal Protection Act 1979</i> in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.	NO
(2) In relation to a coastal council: (a) whether the council has been notified under section 55X of the <i>Coastal Protection Act 1979</i> that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and (b) if works have been so placed—whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.	NO

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

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the <i>Local Government Act 1993</i> for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).	NO
Note: “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the <i>Local Government Act 1993</i> .	

5. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the <i>Mine Subsidence Compensation Act 1961</i> .	NO
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6. Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the <i>Roads Act 1993</i> , or	NO
(b) any environmental planning instrument, or	NO
(c) any resolution of the council.	NO

3. Complying Development

<p>(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p>(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.</p> <p>(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>	<p>Complying development may be able to be carried out wholly on the land under all of the codes being the:</p> <ul style="list-style-type: none"> • General Housing Code; • Rural Housing Code; • Housing Alterations Code; • General Development Code; • Commercial and Industrial Alterations Code; • Commercial and Industrial (New Buildings and Additions) Code; • Subdivision Code; and • Demolition Code, <p>as the whole of the land is not affected by the provisions of clause 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i>.</p> <p>Note: Each code must be checked to see if particular types of Complying Development may be carried out on the land.</p>
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4. Coastal protection

<p>Whether or not the land is affected by the operation of section 38 or 39 of the <i>Coastal Protection Act 1979</i>, but only to the extent that the council has been so notified by the Department of Services, Technology and Administration.</p>	<p>NO</p>
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2. Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

(a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)"),	Current Zoning R1 General Residential
(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,	Refer to attached Schedule 4
(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	Refer to attached Schedule 4
(d) the purposes for which the instrument provides that development is prohibited within the zone,	Refer to attached Schedule 4
(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,	YES Refer to attached Schedule 5
(f) whether the land includes or comprises critical habitat,	NO
(g) whether the land is in a conservation area (however described),	NO
(h) whether an item of environmental heritage (however described) is situated on the land.	NO

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

<p>To the extent that the land is within any zone (however described) under:</p> <p>(a) Part 3 of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP), or</p> <p>(b) a Precinct Plan (within the meaning of the 2006 SEPP), or</p> <p>(c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,</p> <p>the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).</p>	<p>NO</p> <p>The land is not within any zone under Part 3 of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 or a Precinct Plan or proposed Precinct Plan.</p>
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Section 149(2) Planning Certificate

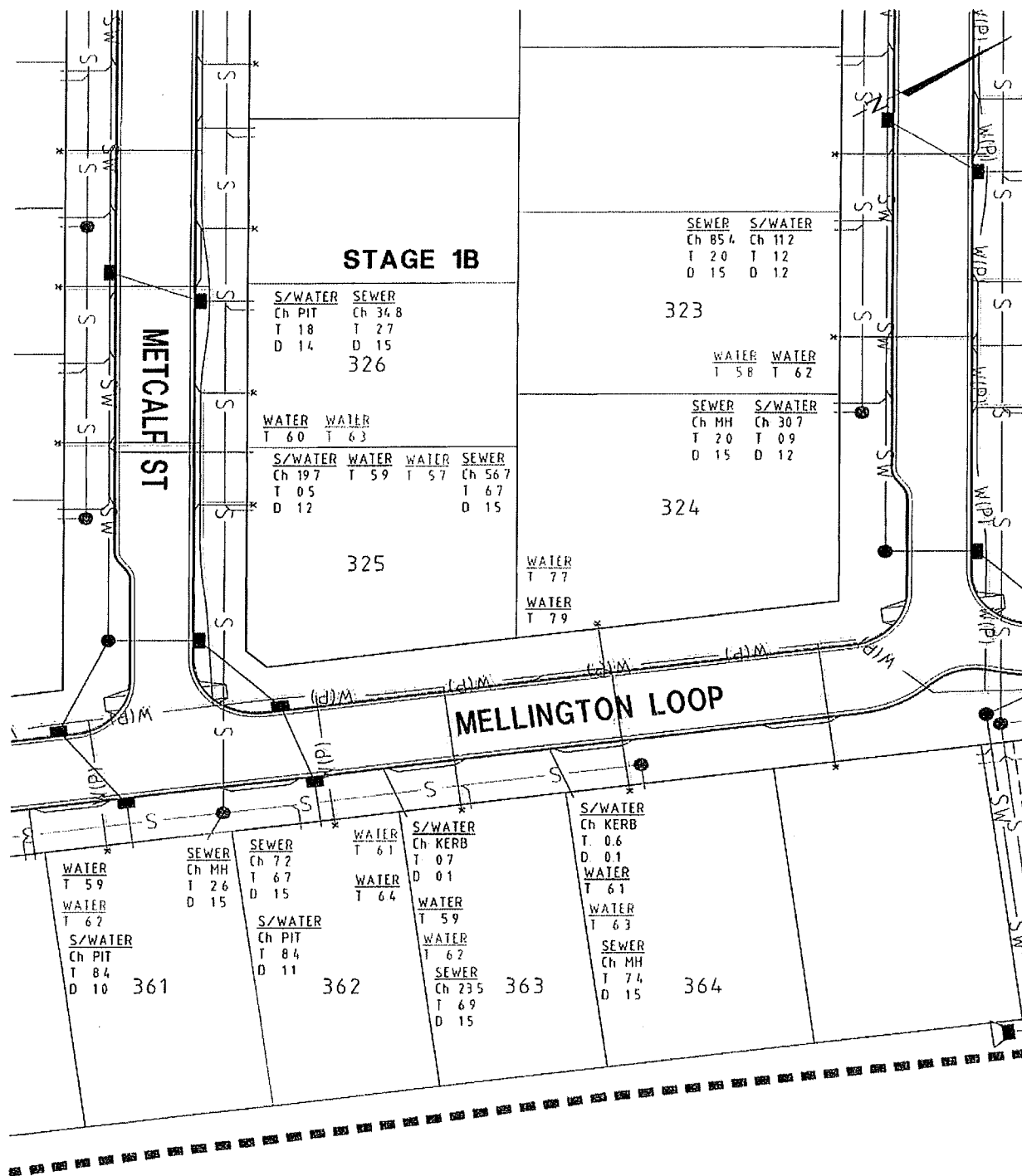
Applicant's Name:	Info Track	Certificate No:	1075 - 2015
Applicant's Address:	GPO Box 4029 SYDNEY NSW 2001	Fee:	53.00
Email Address:	ecertificates@infotrack.com.au	Fee Receipt No:	1576922
		Your Reference:	275/2015:9857

Description of land

House No. or Name:	35 Mellington Loop, GOOGONG NSW 2620
Lot, Unit or Portion No, DP or SP:	LOT 361 DP 1191665
Owner:	Mr Ratnaseelan Jesudason and Mrs Lydia Helen Jesudason
Owner Address:	183 Bicentennial Drive JERRABOMBERRA NSW 2619

1. Names of relevant planning instruments and DCPs

(1) The name of each environmental planning instrument that applies to the carrying out of development on the land.	Queanbeyan Local Environmental Plan 2012 (as amended) State Environmental Planning Policies Refer to attached Schedule 3 for SEPPs.
(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).	None Apply
(3) The name of each development control plan that applies to the carrying out of development on the land.	Googong Development Control Plan Refer to attached Schedule 3
(4) <i>In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.</i>	



17-Nov-2015

Info Track
GPO Box 4029
SYDNEY NSW 2001

Dear Sir/Madam

RE: Application for Sewer Drainage Diagram

LOT 361 DP 1191665 NUMBER 35 MELLINGTON LOOP, GOOGONG NSW 2620

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

Council's records do not include a sewer diagram for this property. The attached diagram indicates the location of a Council sewer that services this property. However the actual location of the main should be accurately determined on site.

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

Yours faithfully

M J Thompson
Director
Environment, Planning and Development

PER 

encl

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

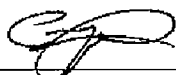
Lengths are in metres

Sheet 7 of 7

Plan: **DP1191665**

Plan of Subdivision of Lot 203 DP1185463 and
Lot 230 DP1185463
Subdivision No. 1-2014/SUBCT

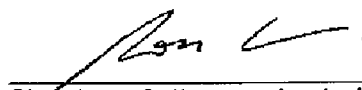
Signed, sealed and delivered for and on behalf of **Westpac Banking Corporation** ABN 33 007 457 141 by its attorney under a power of attorney dated *17 Jan 2001* registered in New South Wales with Book. *4299* No. *332* in the presence of:



Signature of witness

George Dimarelos
George Dimarelos

Full name of witness



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

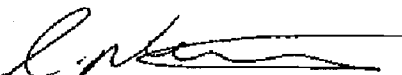
Ross Cameron
Tier Three Attorney

Full name of attorney

L3, 275 KENT ST SYDNEY NSW 2000

Address of witness

Executed by Queanbeyan City Council by:



Signature of Witness

CHELSEA NEWMAN

Name of Witness in full

257 CRAWFORD STREET

Address of Witness

QUEANBEYAN



Signature of Authorised Officer

Katrina Browne

Name of Authorised Officer

Acting manager Development
Authority of Authorised Officer signing on behalf of Queanbeyan City Council

Section 2

REGISTERED



9.5.2014

EMN

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

Lengths are in metres

Plan: **DP1191665**

Signed, sealed and delivered for and on behalf of **Googong Township Pty Limited** ABN 95 154 514 593 by its attorneys under a power of attorney dated 21/11/2013 registered in New South Wales with Book. 4659 No. 103 in the presence of:

Sheet 6 of 7

Plan of Subdivision of Lot 203 DP1185463 and Lot 230 DP1185463

Subdivision No. 1-2014/SUBCT

E. M. Nolan

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

EDWARD MICHAEL NOLAN
Full name of attorney

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

MALCOLM ROBERT LESLIE
Full name of attorney

[Signature]
Signature of witness

VICTORIA ROBERTS CORONA
Full name of witness

CANBERRA ACT
Address of witness

EMN

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: **DP1191665**

Plan of Subdivision of Lot 203 DP1185463 and
Lot 230 DP1185463

Subdivision No. 1-2014/SUBCT

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 positive covenant numbered 1 on the Plan

3.1 Design and Construction Requirements

The Grantor must:

- (a) submit a building design for construction of a dwelling on the Lot Burdened to the Googong Design Coordinator for approval within 6 months after the date of the transfer of the title to the Lot Burdened to the Grantor (or such later date as determined by Googong in its absolute discretion); and
- (b) cause the dwelling and front garden (including the driveway and paths) to be constructed on the Lot Burdened in accordance with:
 - (i) the approved building design; and
 - (ii) the Design and Construction Requirements,within 24 months after completion (or such later date as determined by Googong in its absolute discretion).

3.2 Duration of covenant

Clause 3.1 will cease and be of no further force or effect with respect to the Lot Burdened on and from the date the Googong Design Coordinator provides written notice that the Grantor has satisfied the requirements of clause 3.1(b).

3.3 Release, vary or modify

The party empowered to release, modify or vary this positive covenant is Googong.

EMN

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: **DP1191665**

Plan of Subdivision of Lot 203 DP1185463 and
Lot 230 DP1185463
Subdivision No. 1-2014/SUBCT

Assessment Act 1979 (NSW) for the whole of the residential dwelling constructed on the Lot Burdened.

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.

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

EMV

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: **DP1191665**

Plan of Subdivision of Lot 203 DP1185463 and
Lot 230 DP1185463

Subdivision No. 1-2014/SUBCT

PART 2 - TERMS

1. Interpretation

1.1 Definitions

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

Building Designs means home and front garden plans (including in relation to the driveway and paths) and any other material required under the Design and Construction Requirements.

Design and Construction Requirements means the:

- (a) Googong Design Guidelines; and
- (b) building envelope plan (which specifies the area of the Lot Burdened within which a residence is to be constructed),

prepared by Googong, which regulate building and ancillary landscaping work within all or part of the Development Site from time to time.

Development Site includes those lots created by registration of the Plan.

Googong means Googong Township Pty Limited ABN 95 154 514 593 or any successor to Googong Township Pty Limited ABN 95 154 514 593.

Googong Design Coordinator means an officer or employee of Googong responsible for the review and approval of designs for dwellings under the Googong Design Guidelines.

Googong Design Guidelines means the guidelines for the design of dwellings at Googong, published by Googong from time to time.

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.

Occupation Certificate means the final occupation certificate issued by the consent authority under section 109H of the Environmental Planning and

emn

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: **DP1191665**

Plan of Subdivision of Lot 203 DP1185463 and
 Lot 230 DP1185463
 Subdivision No. 1-2014/SUBCT

3.	Easement for drainage of water 3.5 wide	306	307 Queanbeyan City Council
		305	306 and 307 Queanbeyan City Council
		304	305, 306 and 307 Queanbeyan City Council
		303	304, 305, 306 and 307 Queanbeyan City Council
		302	303, 304, 305, 306 and 307 Queanbeyan City Council
		366	365 and 280 DP1185463 Queanbeyan City Council

PART 1A - RELEASE

Number of item shown in the intention panel on the plan:	Identity of easement, restrictive covenant or positive covenant to be released and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for drainage of sewage 3.5 wide (DP1185463)	231-234 DP1185463	353-357 Queanbeyan City Council
2.	Easement for drainage of water 3.5 wide (DP1185463)	231-234 DP1185463	353-357 Queanbeyan City Council

EMV

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: **DP1191665**

Plan of Subdivision of Lot 203 DP1185463 and
 Lot 230 DP1185463
 Subdivision No. 1-2014/SUBCT

Full name and address of proprietors of the land:

Googong Township Pty Limited
 ABN 95 154 514 593
 Level 3, 64 Allara Street
 CANBERRA CITY ACT 2601

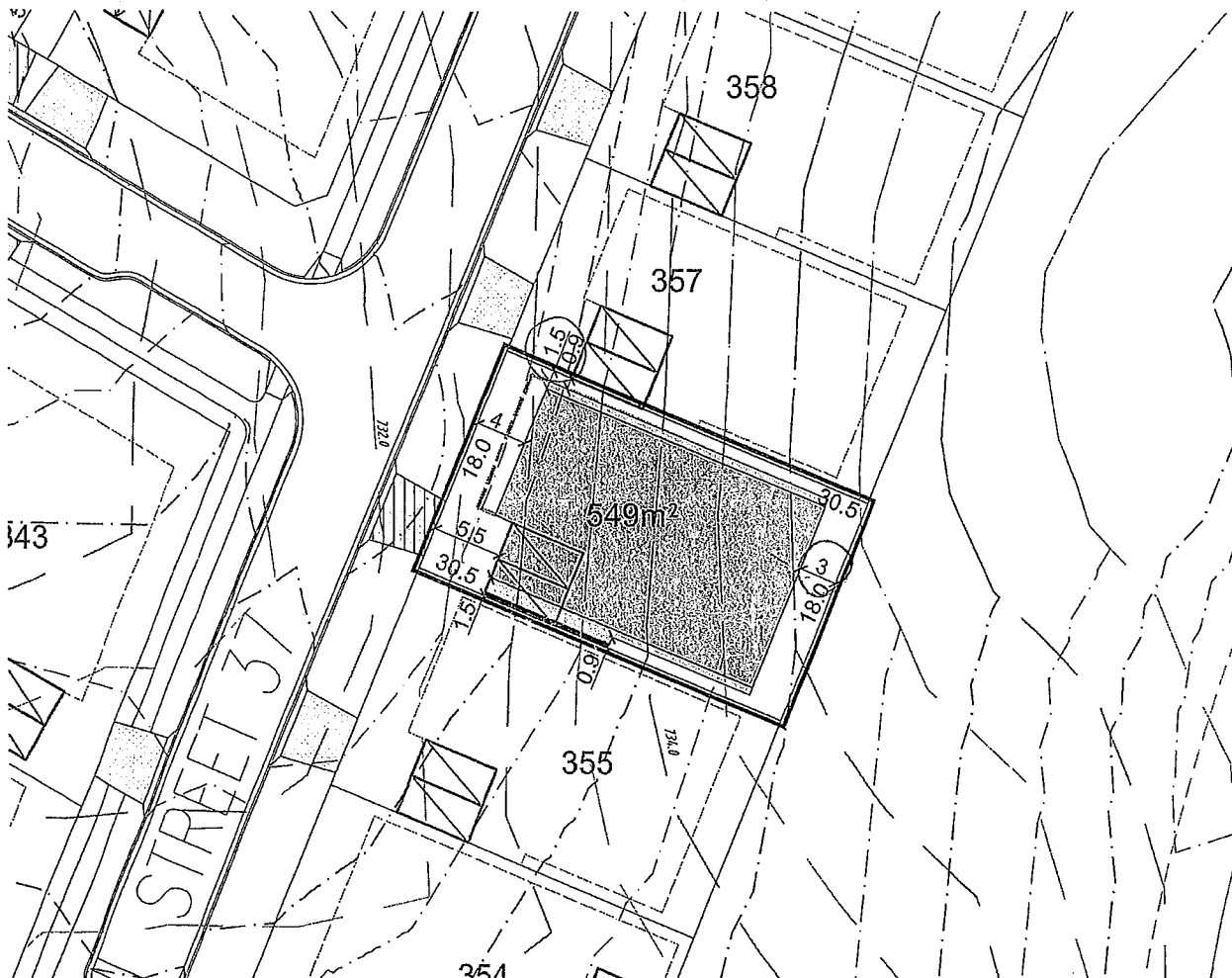
Full name and address of mortgagee of the land:

Westpac Banking Corporation
 ABN 33 007 457 141
 60 Marcus Clarke Street
 CANBERRA ACT 2601

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.	Positive covenant	301-368	Every other lot
2.	Easement for drainage of sewage 3.5 wide	306	307 Queanbeyan City Council
		305	306 and 307 Queanbeyan City Council
		304	305, 306 and 307 Queanbeyan City Council
		303	304, 305, 306 and 307 Queanbeyan City Council
		302	303, 304, 305, 306 and 307 Queanbeyan City Council
		366	365 and 280 DP1185463 Queanbeyan City Council

BUILDING ENVELOPE PLAN




LOT LAYOUT - SCALE 1:500

LEGEND

-  General setbacks
-  Upper floor setbacks
-  General setbacks for adjacent lots
-  Crossover / Driveway Position-
Maximum width 4.5m at lot boundary
-  Garage
-  Setback from boundary
-  Articulation Zone-
1.5m (max 40% width of dwelling)
-  Existing Contour- 0.5m Intervals
-  Indicative Design Contour-
0.5m Intervals

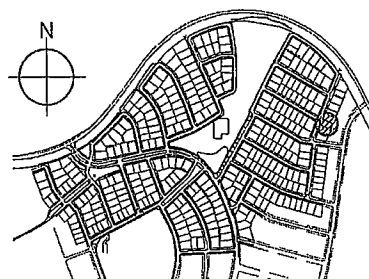
LOT INFORMATION

Maximum Site Coverage (Plot Ratio)
DCP + Code: 50% (Includes ancillary buildings)
Front Setback Minimum - DCP: 4.0m - Code: 4.5m
Rear Setback Minimum - DCP: 3.0m
Code: 3.0m (single storey) + 8.0m (double storey)
Landscaped Area Minimum - DCP + Code: 20%
Private Open Space Minimum - DCP + Code: 24m²
(Minimum dimensions of 6m x 4m)
Solar Access to POS - DCP + Code: Minimum of 3 hours
to 50% of the principal open space.

Zero Lot Line Wall - 
DCP: 50% of depth of building (single storey only)
Code: Nil, BASIX applies

DCP: Googong Development Control Plan QCC
Code: NSW Housing Code Complying Development

LOCALITY PLAN



SCALE: NTS
ISSUE: 25.03.2013

Disclaimer: All care has been taken in the preparation of this material. No responsibility is taken by the vendor for any errors or omissions, and details may be subject to change. Artwork, Images and plans are artists impressions only and are not to be relied on as a definitive reference. All road designs, contours, lot sizes, lot dimensions, easements and covenants are preliminary only and are subject to final survey.



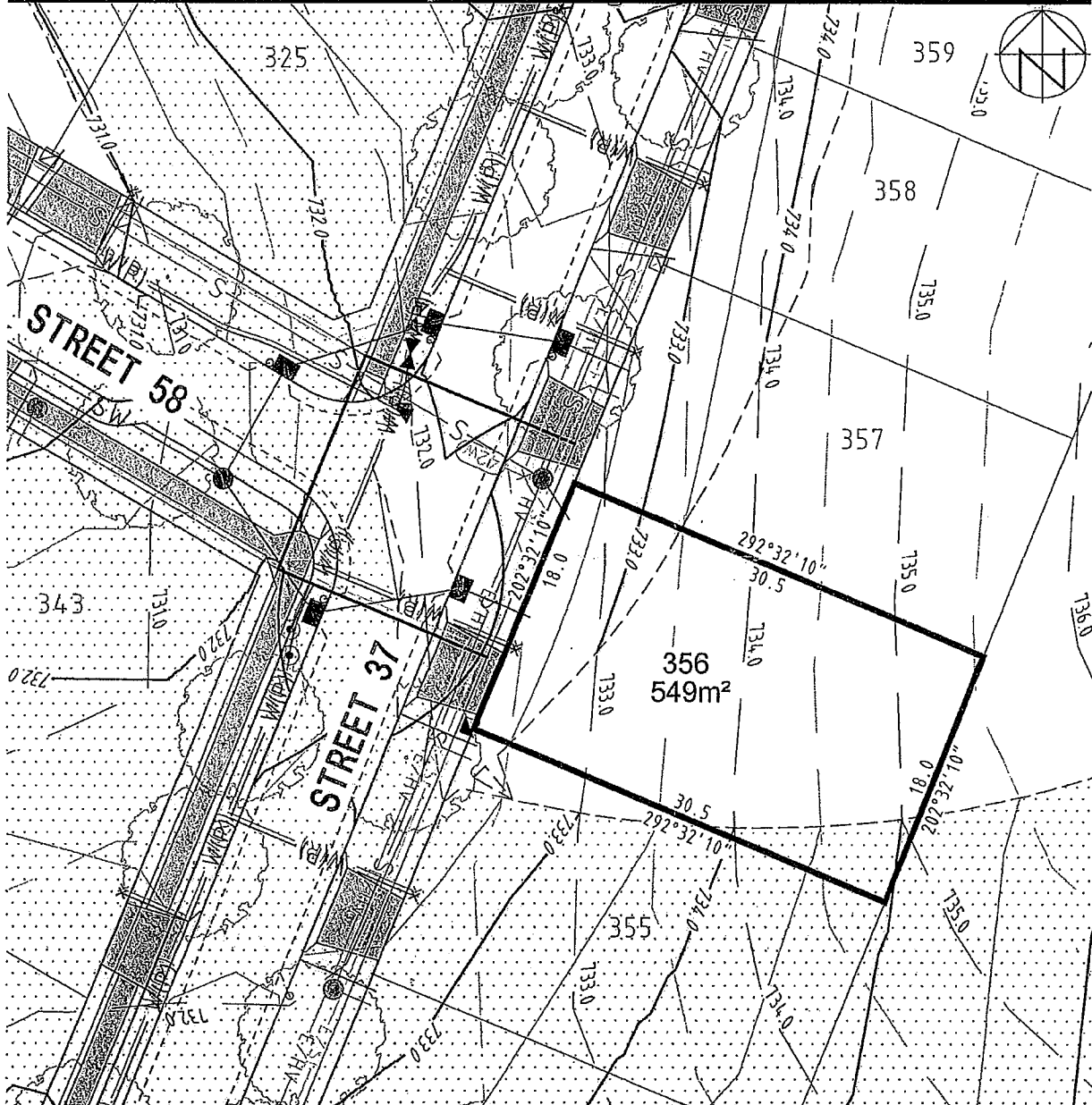


GOOGONG

LOT

356

LOT DISCLOSURE PLAN



LOT LAYOUT - SCALE 1:100

ISSUE DATE: 08/2017

LEGEND

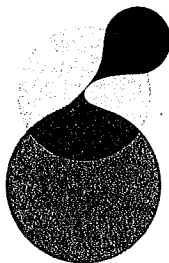
	BLOCK BOUNDARY		SEWER/MANHOLE/TIE		TRANSACT PIT
	PROPOSED CONTOUR		STORMWATER/SUMP/MANHOLE/TIE		STREETLIGHT
	EXISTING CONTOUR		WATER/HYDRANT/TIE (POTABLE)		MINIPILLAR
	EASEMENT		WATER/HYDRANT/TIE (RECYCLE)		AREA OF FILL
	TREE		ELECTRICITY FOR STREETLIGHT		CONTOURS INDICATE DEPTH
			ELECTRICITY		
			ELECTRICITY/GAS/TRANSACT		

LOCALITY PLAN



Disclaimer: All care has been taken in the preparation of this material. No responsibility is taken by the vendor for any errors or omissions, and details may be subject to change. Artwork, images and plans are artists impressions only and are not to be relied on as a definitive reference. All road designs, contours, lot sizes, lot dimensions, easements and covenants are preliminary only and are subject to final survey.

ART



GOOGONG

COMPLIANCE BOND TRANSFER FORM

ONSALE TRANSACTIONS ONLY

Attach this to your Compliance Bond refund form once you have completed your landscaping and have received a Certificate of Occupancy.

Authorisation to release the Googong Compliance Bond to another purchaser:

Name: (Original Land Purchaser) Lot: Date:

Email: (Original Land Purchaser)

Phone: (Original Land Purchaser)

Name: (Secondary Land Purchaser) Lot: Date:

Original land purchaser to complete and sign this section:

I / We:, the Original Land Purchaser of

Lot: Googong.

Authorise the Bond transfer of \$2,500 / other amount \$: (please circle) to the new purchaser of

Lot: Googong.

Signature of Original Land Purchaser or company:

..... Date:

If you require further clarification on any Bond or Compliance matters, please email the undersigned below.

Yours sincerely,

Johnathan Drury
Googong Design Co-ordinator
design@googong.net

GOOGONG TOWNSHIP PTY LIMITED

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Googong Township Pty Limited ACN 154 514 593 as trustee for Googong Township Unit Trust

