

Contract for the sale of land – 2005 edition

TERM	MEANING OF TERM
Vendor's agent	WITHOUT THE INTERVENTION OF AN AGENT
Co-agent	
Vendor	Christopher Thomas Breaden and Jenna Kay Breaden 26 Woodger Parade, Karabar, NSW 2620
Vendor's Solicitor	Aussie Conveyancing Level 9, CPA Building, 161 London Circuit, Canberra ACT 2601 GPO Box 1951, Canberra ACT 2601 Phone: 6175 0930 Fax: 6175 0988 Ref: PR:CK:54633 AZ930S
Completion date	30th day after the date of this contract (clause 15)
Land (Address, plan details and title reference)	26 Woodger Parade, Karabar, New South Wales 2620 Registered Plan: Lot 13 Plan DP228415 Folio Identifier 13/228415
Improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> none <input type="checkbox"/> other:
Attached copies	<input type="checkbox"/> Documents in the List of Documents as marked or as numbered: <input type="checkbox"/> Other documents:

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

Inclusions	<input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> other:
Exclusions	
Purchaser	
Purchaser's solicitor	
Price	\$ _____
Deposit	\$ _____ (10% of the price, unless otherwise stated)
Balance	\$ _____
Contract date	(if not stated, the date this contract was made)

Vendor _____
Witness

GST AMOUNT (optional)

The price includes

GST of: _____

Purchaser _____
Witness

JOINT TENANTS tenants in common in unequal shares

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

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979) <input type="checkbox"/> 7 section 149(5) information included in that certificate <input type="checkbox"/> 8 sewerage connections diagram <input checked="" type="checkbox"/> 9 sewer mains diagram <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 section 88G certificate (positive covenant) <input type="checkbox"/> 12 survey report <input type="checkbox"/> 13 section 317A certificate (certificate of compliance) <input type="checkbox"/> 14 building certificate given under <i>legislation</i> <input type="checkbox"/> 15 insurance certificate (Home Building Act 1989) <input type="checkbox"/> 16 brochure or note (Home Building Act 1989) <input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1992) <input type="checkbox"/> 18 lease (with every relevant memorandum or variation) <input type="checkbox"/> 19 other document relevant to tenancies <input type="checkbox"/> 20 old system document <input type="checkbox"/> 21 Crown tenure card <input type="checkbox"/> 22 Crown purchase statement of account <input type="checkbox"/> 23 Statutory declaration regarding vendor duty	<input type="checkbox"/> 24 property certificate for strata common property <input type="checkbox"/> 25 plan creating strata common property <input type="checkbox"/> 26 strata by-laws not set out in <i>legislation</i> <input type="checkbox"/> 27 strata development contract or statement <input type="checkbox"/> 28 strata management statement <input type="checkbox"/> 29 leasehold strata - lease of lot and common property <input type="checkbox"/> 30 property certificate for neighbourhood property <input type="checkbox"/> 31 plan creating neighbourhood property <input type="checkbox"/> 32 neighbourhood development contract <input type="checkbox"/> 33 neighbourhood management statement <input type="checkbox"/> 34 property certificate for precinct property <input type="checkbox"/> 35 plan creating precinct property <input type="checkbox"/> 36 precinct development contract <input type="checkbox"/> 37 precinct management statement <input type="checkbox"/> 38 property certificate for community property <input type="checkbox"/> 39 plan creating community property <input type="checkbox"/> 40 community development contract <input type="checkbox"/> 41 community management statement <input type="checkbox"/> 42 document disclosing a change of by-laws <input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 44 document disclosing a change in boundaries <input type="checkbox"/> 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

WARNINGS

- 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

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

If you think that any of these matters affects the property, tell your solicitor.
- A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- 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.
- The purchaser will usually have to pay stamp duty on this contract. ~~The sale will also usually be a vendor duty transaction.~~ If duty is not paid on time, a party may incur penalties.
- If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
- The purchaser should arrange insurance as appropriate.

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 Guidelines).

AUCTIONS

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

WARNING SWIMMING POOLS

An owner of 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.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract – in particular, if you are buying off the plan).

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.

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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>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<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>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i>);
<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 section 4 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 drawn on its own funds by - <ul style="list-style-type: none"> ● a <i>bank</i>; or ● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; 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>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<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 only by unconditionally giving cash (up to \$2,000) or 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 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 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*, credit union or permanent building society, 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 Payment of vendor duty out of the deposit

- 3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.
- 3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the *parties* direct the *depositholder* to release the amount of *vendor duty* on the following terms -
- 3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty*;
- 3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and
- 3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.
- 3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction.
- 3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -
- 3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay *vendor duty*, that cheque must be returned immediately to the *depositholder* for cancellation;
- 3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -
- the amount of *vendor duty* is repayable upon demand;
 - the vendor must lodge an application for refund of *vendor duty*; and
 - the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty*;
- 3.4.3 each *party* must do whatever else is necessary to ensure that the *party* whose funds were used to pay *vendor duty* receives the refund; and
- 3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated*.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 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.
- 4.5 If this sale is exempt from *vendor duty* -
- 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within 7 days* after the contract date;
- 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
- 4.5.3 if the vendor complies with clause 4.5.1 -
- the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
 - on completion the vendor must pay to the purchaser \$33.

5 Requisitions

- If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *servicing* it -
- 5.1 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 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.3 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 *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion -

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay -

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed -

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held; 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 right to rescind

The vendor can *rescind* if -

8.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause-

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either -

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover -

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;

10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage 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 completion date, 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 Completion date

The *parties* must complete by the completion date 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 mentioned in Schedule J of the Supreme Court Rules 1970.
- 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, and 17 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 page 1) 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 clause 2 (deposit).
- 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 section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 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 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 -
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
 - a disclosure statement required by the Act 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 Act.
- 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;
 - 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; and
- 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 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 to the tenant 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.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

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 completion date becomes the later of the completion date 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 completion date becomes the later of the completion date and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to a 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;
- 29.7.3 the completion date becomes the later of the completion date 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;
 - 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 completion date becomes the later of the completion date 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.

SPECIAL CONDITIONS

1. ENTIRE AGREEMENT

1.1 Entire agreement

To the extent permitted by law, in relation to its subject matter, this contract:

- (a) Embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
- (b) Supersedes any prior written or other agreement of the parties.

1.2 No warranty by vendor

Without limiting special condition 1.1, the Vendor does not warrant or represent that any information or statements contained or referred to in any brochure, advertisement or other document made available by or on behalf of the Vendor in connection with this sale or this contract is accurate or complete.

1.3 Warranty by Purchaser

The Purchaser represents and warrants that the Purchaser:

- (a) Has not relied on any brochure, advertisement or other document referred to in special condition 1.2;
- (b) Has made its own inquiries in relation to the property;
- (c) Does not rely on any representation, letter, document or arrangement (whether oral or in writing) or other conduct as adding to or amending this contract;
- (d) Is satisfied as to all information relevant to the risks, contingencies and other circumstances affecting the purchase of the property; and
- (e) Is satisfied as to the need for and the existence or validity of any development or other approval for the property.

2. PROPERTY SOLD IN PRESENT CONDITION

2.1 Condition and state or repair

Without excluding, modifying or restricting the Purchaser's rights under the legislation which cannot be modified:

- (a) The property is sold in its condition and state or 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 must not make a requisition or claim or attempt to delay completion or to rescind or to terminate because:
 - i. of the condition or state or repair of the property;
 - ii. any water or sewage main or any underground or surface stormwater pipe or drain passes through, over or under the property; or
 - iii. any sewer, manhole or vent is on the property; or
 - iv. the down pipes are connected with the sewer.

3. DEATH, INSOLVENCY, ETC

3.1 Death or mental incapability

If before completion a party, being an individual, dies or becomes mentally ill, the other party may rescind.

3.2 Financial incapacity of Purchaser

The Purchaser is in breach of an essential obligation of this contract. The Vendor may terminate by serving a notice, and clause 9 of the Contract applies, if;

- (a) The Purchaser, being a corporation:
 - i. Goes into liquidation or provisional liquidation or an application is made for it to be wound up;
 - ii. Has a receiver, manager, receiver and manager, administrator, controller (as defined in section 9 of the *Corporations Act 2001 (Cth)* or similar office appointed to it or any of its assets;
 - iii. Makes an assignment for the benefit of or enters into an arrangement or composition with its creditors; or
 - iv. Is insolvent or presumed insolvent under the *Corporations Act 2001 (Cth)* or stops payment of any of its debts; or
- (b) Anything occurs in connection with the Purchaser under the law of any applicable jurisdiction (other than under *the Bankruptcy Act 1966*) having a substantially similar effect to the events specified in special condition 4.2(a).

3.3 Bankruptcy

If the Purchaser is a natural person, the Purchaser warrants to the Vendor that the Purchaser:

- (a) Is not an undischarged bankrupt;
- (b) Has not entered into a deed of arrangement or called a meeting of creditors under part X of the *Bankruptcy Act 1966*; and
- (c) Has not committed an act of bankruptcy.

4. COMPLETION

4.1 Notice to complete

- (a) Notwithstanding any rule of law or equity to the contrary, it is agreed between the parties fourteen (14) days shall be a sufficient period of time for any notice to complete which may be served by either party upon the other party and neither party may make any objection, requisition or claim for compensation in respect of said period.
- (b) If the Vendor issues a Notice to Complete, then the Purchaser must pay to the Vendor \$330.00 on completion as compensation for the additional legal expenses incurred by the Vendor for issuing this Notice. This is an essential term of the Contract.

4.2 Interest

- (a) Should the Purchaser not complete this purchase on the completion date, the Purchaser must pay the Vendor interest on the balance of the purchase price at a

rate of 10% per annum calculated daily from the due date of completion until such a time that settlement takes place.

- (b) The Purchaser need not pay interest under this clause if the contract is completed on or before the completion date or if the Purchaser's failure to complete on or before the completion date is caused solely by the Vendor.
- (c) Payment of interest in accordance with this special condition is an essential term of this contract.

5. PURCHASER'S WARRANTIES

5.1 Where the purchaser named in this Contract is a company or incorporated association, the person executing the Contract on behalf of such an entity warrants that he or she has full power and authority to do so. That person by his or her execution hereof hereby personally guarantees to the vendor all of the purchaser's obligations under this Contract as if that person were the purchaser in his or her own right.

5.2.1 In consideration of the vendor entering into this Contract, the purchaser confirms and warrants to the vendor that:

- i. Credit is not required to pay for the property; or
 - ii. That the purchaser had obtained approval for credit to finance the purchase of the property on terms which are reasonable to the purchaser.
- A. The purchaser acknowledges that as a consequence of the disclosure made in subclause (a) of this special condition, the Contract cannot be subject to termination pursuant to *Section 124(1) of the Consumer Credit (New South Wales) Act 1995*. In the event of any breach of the warranties contained herein the purchaser will be liable to the vendor for loss or damage suffered by the vendor as a result of such breach.

6. GOODS AND SERVICES TAX

- (a) If the Vendor is liable to pay goods and services tax on this sale, then the purchase price recorded on page 1 of this contract includes GST which will be payable by the Vendor.
- (b) If the Vendor is required to pay GST then the Vendor may elect to pay GST under the scheme known as or generally referred to as the margin scheme under new *Tax System (Goods & Services Tax) Act 1999*.
- (c) The Purchaser acknowledges that, if the Vendor elects to utilise the margin scheme, the Purchaser will not be entitled to claim an input tax credit in respect of the GST paid by the Vendor.

7. ERRORS IN ADJUSTMENTS

Each party agrees that if on completion any adjustments made (or allowed to be made) under this Contract is overlooked or incorrectly calculated, then either party upon being requested by the other party must immediately make the correct calculation and pay any such amount outstanding. This clause shall not merge completion.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 13/228415

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
26/9/2014	1:24 PM	4	16/5/2011

LAND

LOT 13 IN DEPOSITED PLAN 228415
AT GLENROCK
LOCAL GOVERNMENT AREA QUEANBEYAN CITY
PARISH OF QUEANBEYAN COUNTY OF MURRAY
TITLE DIAGRAM DP228415

FIRST SCHEDULE

CHRISTOPHER THOMAS BREADEN
JENNA KAY BREADEN
AS JOINT TENANTS (T AG233629)

SECOND SCHEDULE (3 NOTIFICATIONS)

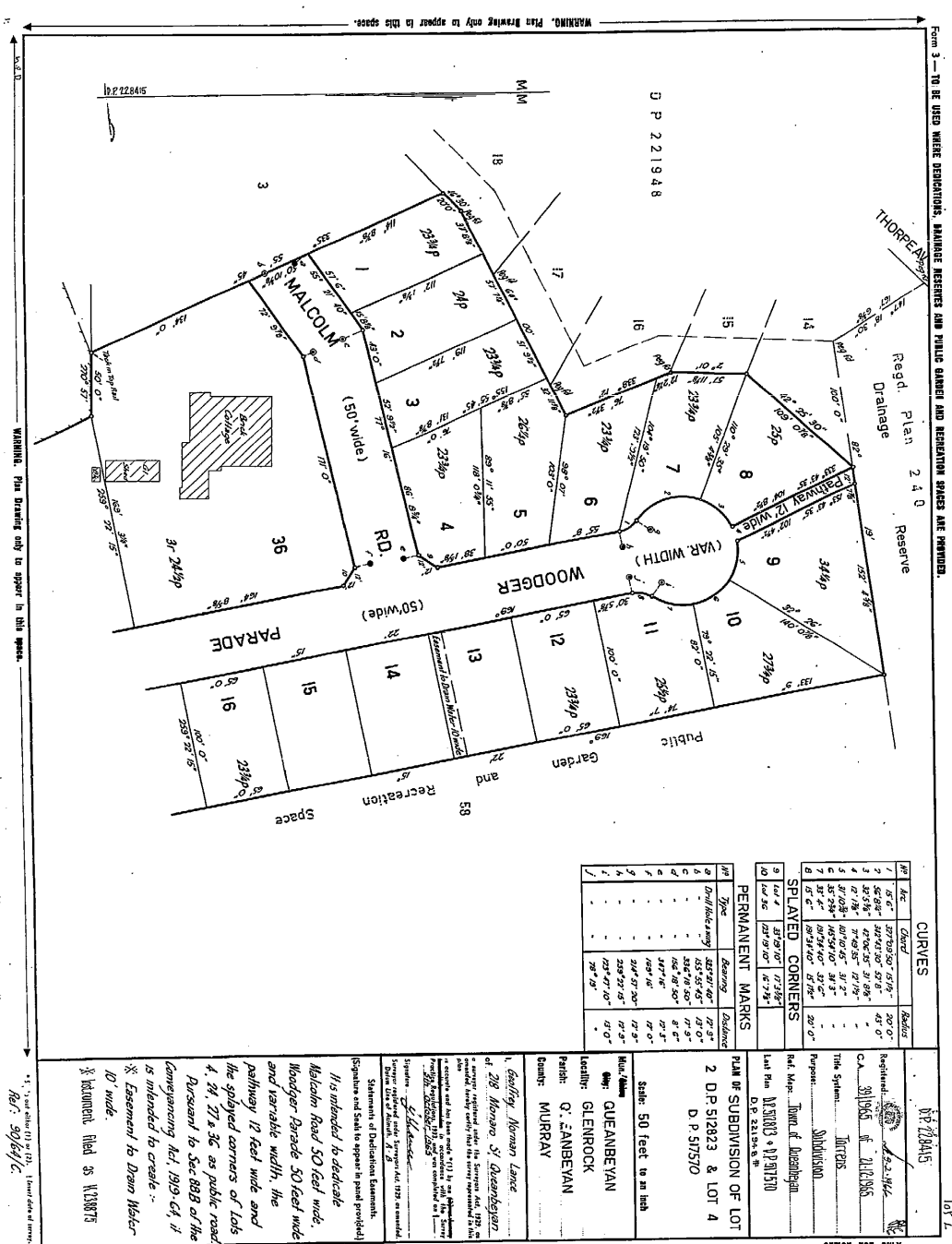
- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP228415 EASEMENT TO DRAIN WATER AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM
- 3 AG233630 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* 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.



CURVES

AP No.	Curve Data	Radius
1	187°00' 18" 187'	200'
2	187°00' 18" 187'	200'
3	187°00' 18" 187'	200'
4	187°00' 18" 187'	200'
5	187°00' 18" 187'	200'
6	187°00' 18" 187'	200'
7	187°00' 18" 187'	200'
8	187°00' 18" 187'	200'
9	187°00' 18" 187'	200'
10	187°00' 18" 187'	200'
11	187°00' 18" 187'	200'
12	187°00' 18" 187'	200'
13	187°00' 18" 187'	200'
14	187°00' 18" 187'	200'
15	187°00' 18" 187'	200'
16	187°00' 18" 187'	200'
17	187°00' 18" 187'	200'
18	187°00' 18" 187'	200'

SPLAINED CORNERS

AP No.	Corner Data	Distance
1	187°00' 18" 187'	200'
2	187°00' 18" 187'	200'
3	187°00' 18" 187'	200'
4	187°00' 18" 187'	200'
5	187°00' 18" 187'	200'
6	187°00' 18" 187'	200'
7	187°00' 18" 187'	200'
8	187°00' 18" 187'	200'
9	187°00' 18" 187'	200'
10	187°00' 18" 187'	200'
11	187°00' 18" 187'	200'
12	187°00' 18" 187'	200'
13	187°00' 18" 187'	200'
14	187°00' 18" 187'	200'
15	187°00' 18" 187'	200'
16	187°00' 18" 187'	200'
17	187°00' 18" 187'	200'
18	187°00' 18" 187'	200'

PERMANENT MARKS

AP No.	Mark Data	Distance
1	187°00' 18" 187'	200'
2	187°00' 18" 187'	200'
3	187°00' 18" 187'	200'
4	187°00' 18" 187'	200'
5	187°00' 18" 187'	200'
6	187°00' 18" 187'	200'
7	187°00' 18" 187'	200'
8	187°00' 18" 187'	200'
9	187°00' 18" 187'	200'
10	187°00' 18" 187'	200'
11	187°00' 18" 187'	200'
12	187°00' 18" 187'	200'
13	187°00' 18" 187'	200'
14	187°00' 18" 187'	200'
15	187°00' 18" 187'	200'
16	187°00' 18" 187'	200'
17	187°00' 18" 187'	200'
18	187°00' 18" 187'	200'

I, Bruce William Barber, Registrar General for the South Island, certify that the above is a true and correct photograph made as a permanent record of a document in my custody this 9th day of June, 1977.

BRUCE WILLIAM BARBER, Registrar General

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

64-2

OFFICE USE ONLY.

Required: 50' wide

C.A. 20/1965 of 18/3/65

Title System: DIRECT

Subdivision

Part Map: Town of Maitland

Lot Map: MURRAY & PARADE

Lot No. MURRAY & PARADE

D.P. 221948

PLAN OF SUBDIVISION OF LOT 2 D.P. 512823 & LOT 4 D.P. 512570

Start: 50 feet to an inch

M.L. No. QUEANBEYAN

Locality: QUEANBEYAN

Parish: QUEANBEYAN

County: MURRAY

1. Geoffrey Norman Lane
 of 218 Monaro St. Queanbeyan
 is the owner of the land described in the above and is the person responsible for the preparation and execution of this plan.

Signature: Geoffrey Norman Lane
 Date: 4/12/75

Statement of Declaration: It is intended to dedicate Malcolm Road 50 feet wide and variable width, the Woodger Parade 50 feet wide and variable width, the pathway 12 feet wide and the spliced corners of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 as public roads pursuant to Sec 88B of the Conveyancing Act, 1939-64, if it is intended to create:
 * Easement to Dr. Ian Walker
 * Easement to Dr. Ian Walker
 * Easement to Dr. Ian Walker

REMARKS AND BEARS ONLY.

Witness: G. Blumenthal

Signature: G. Blumenthal

Date: 4/12/75

I have certified that the contents of this form, Government Act, 1939 (4th) shall be the contents of the original and no other copy shall be made.

Signature: G. Blumenthal
 Date: 4/12/75

Approved by Council:
 The Council of the County of the Municipality of Queanbeyan
 was convened at the Council Chamber, 19th October 1975

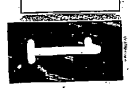
Signature: [Signature]
 Date: 19/10/75

Mayor/Deputy Mayor: [Signature]

CONVERSION TABLE ADDED IN REGISTERAL GENERAL'S DEPARTMENT

DP 228415 SH. 1/2

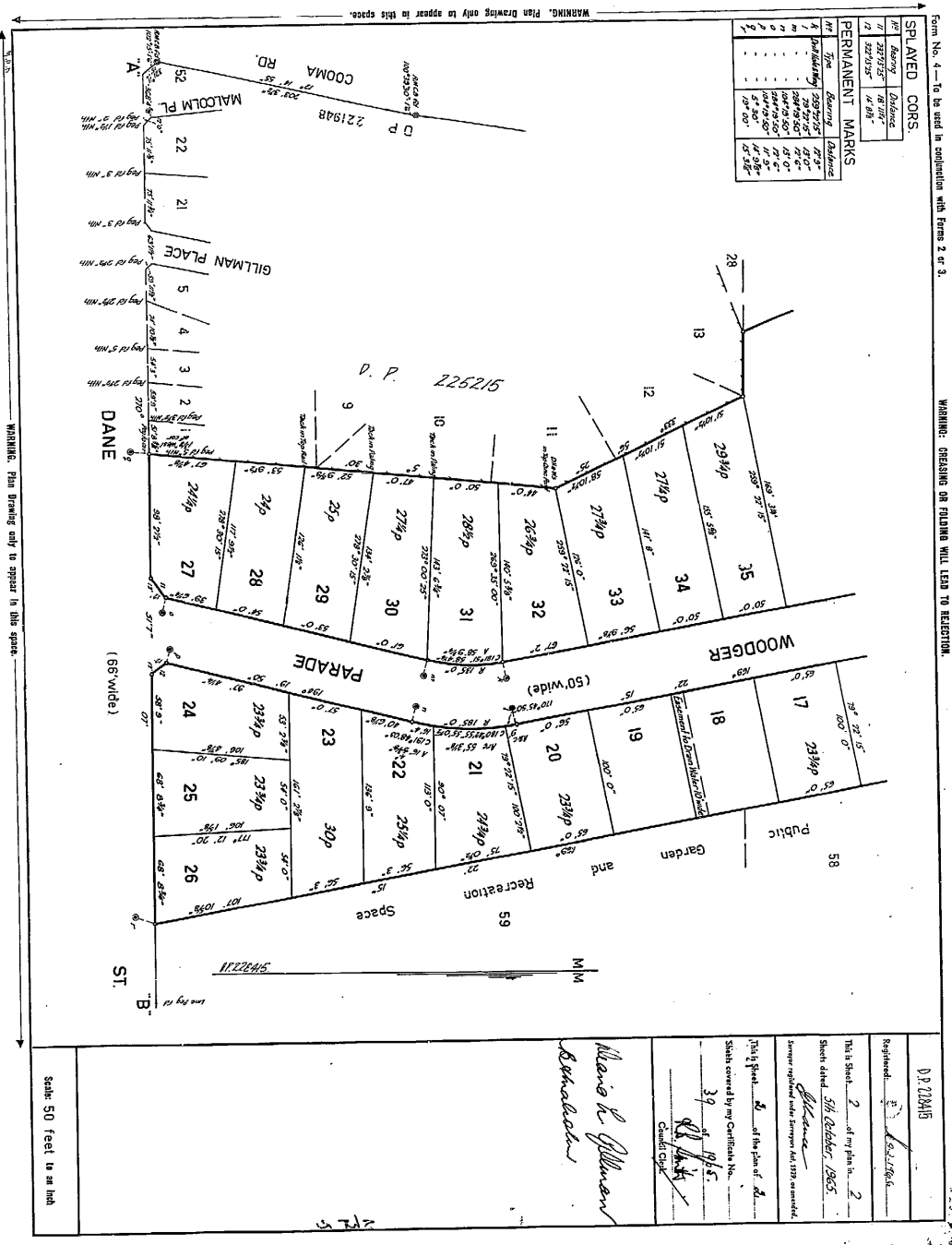
FEET INCHES	METRES
0	2.591
6	3.048
10	3.352
12	3.657
15	4.572
18	5.487
21	6.402
24	7.317
27	8.232
30	9.147
33	10.062
36	10.977
39	11.892
42	12.807
45	13.722
48	14.637
51	15.552
54	16.467
57	17.382
60	18.297
63	19.212
66	20.127
69	21.042
72	21.957
75	22.872
78	23.787
81	24.702
84	25.617
87	26.532
90	27.447
93	28.362
96	29.277
99	30.192
102	31.107
105	32.022
108	32.937
111	33.852
114	34.767
117	35.682
120	36.597
123	37.512
126	38.427
129	39.342
132	40.257
135	41.172
138	42.087
141	43.002
144	43.917
147	44.832
150	45.747
153	46.662
156	47.577
159	48.492
162	49.407
165	50.322
168	51.237
171	52.152



CONVERSION TABLE ADDED IN REGISTERAL GENERAL'S DEPARTMENT

DP 228415 SH. 1/2 CONTD

AC RD. P.	50 H.
23 3/4	607.7
24 1/2	619.7
25 1/2	652.3
26 1/4	663.9
27 3/4	701.9
28 1/4	705.3
29 1/2	743.3
30 1/2	755.3
31 3/4	793.3
32 1/2	805.3
33 1/2	843.3
34 1/2	855.3
35 1/2	893.3
36 1/2	905.3
37 1/2	943.3
38 1/2	955.3
39 1/2	993.3
40 1/2	1005.3
41 1/2	1043.3
42 1/2	1055.3
43 1/2	1093.3
44 1/2	1105.3
45 1/2	1143.3
46 1/2	1155.3
47 1/2	1193.3
48 1/2	1205.3
49 1/2	1243.3
50 1/2	1255.3



SPAVED CORRS.	Lot	Area	Distance
	1	209.71	16.71
	2	209.71	16.71
	3	209.71	16.71
	4	209.71	16.71
	5	209.71	16.71
	6	209.71	16.71
	7	209.71	16.71
	8	209.71	16.71
	9	209.71	16.71
	10	209.71	16.71
	11	209.71	16.71
	12	209.71	16.71
	13	209.71	16.71
	14	209.71	16.71
	15	209.71	16.71
	16	209.71	16.71
	17	209.71	16.71
	18	209.71	16.71
	19	209.71	16.71
	20	209.71	16.71
	21	209.71	16.71
	22	209.71	16.71
	23	209.71	16.71
	24	209.71	16.71
	25	209.71	16.71
	26	209.71	16.71
	27	209.71	16.71
	28	209.71	16.71
	29	209.71	16.71
	30	209.71	16.71
	31	209.71	16.71
	32	209.71	16.71
	33	209.71	16.71
	34	209.71	16.71
	35	209.71	16.71
	36	209.71	16.71

CONVERSION TABLE ADDED IN REGISTERAL GENERAL'S DEPARTMENT	CONVERSION TABLE ADDED IN REGISTERAL GENERAL'S DEPARTMENT
DP 228415 SH 2/2	DP 228415 SH 2/2 CONTD
FEET INCHES	FEET INCHES
0.035	1/32
0.087	1/16
0.174	1/8
0.261	1/4
0.348	1/2
0.696	1
1.392	2
2.784	3
5.568	4
8.352	5
11.136	6
13.920	7
16.704	8
19.488	9
22.272	10
25.056	11
27.840	12
30.624	13
33.408	14
36.192	15
38.976	16
41.760	17
44.544	18
47.328	19
50.112	20
52.896	21
55.680	22
58.464	23
61.248	24
64.032	25
66.816	26
69.600	27
72.384	28
75.168	29
77.952	30
80.736	31
83.520	32
86.304	33
89.088	34
91.872	35
94.656	36
97.440	37
100.224	38
103.008	39
105.792	40
108.576	41
111.360	42
114.144	43
116.928	44
119.712	45
122.496	46
125.280	47
128.064	48
130.848	49
133.632	50
136.416	51
139.200	52
141.984	53
144.768	54
147.552	55
150.336	56
153.120	57
155.904	58
158.688	59
161.472	60
164.256	61
167.040	62
169.824	63
172.608	64
175.392	65
178.176	66
180.960	67
183.744	68
186.528	69
189.312	70
192.096	71
194.880	72
197.664	73
200.448	74
203.232	75
206.016	76
208.800	77
211.584	78
214.368	79
217.152	80
219.936	81
222.720	82
225.504	83
228.288	84
231.072	85
233.856	86
236.640	87
239.424	88
242.208	89
244.992	90
247.776	91
250.560	92
253.344	93
256.128	94
258.912	95
261.696	96
264.480	97
267.264	98
270.048	99
272.832	100
275.616	101
278.400	102
281.184	103
283.968	104
286.752	105
289.536	106
292.320	107
295.104	108
297.888	109
300.672	110
303.456	111
306.240	112
309.024	113
311.808	114
314.592	115
317.376	116
320.160	117
322.944	118
325.728	119
328.512	120
331.296	121
334.080	122
336.864	123
339.648	124
342.432	125
345.216	126
348.000	127
350.784	128
353.568	129
356.352	130
359.136	131
361.920	132
364.704	133
367.488	134
370.272	135
373.056	136
375.840	137
378.624	138
381.408	139
384.192	140
386.976	141
389.760	142
392.544	143
395.328	144
398.112	145
400.896	146
403.680	147
406.464	148
409.248	149
412.032	150
414.816	151
417.600	152
420.384	153
423.168	154
425.952	155
428.736	156
431.520	157
434.304	158
437.088	159
439.872	160
442.656	161
445.440	162
448.224	163
451.008	164
453.792	165
456.576	166
459.360	167
462.144	168
464.928	169
467.712	170
470.496	171
473.280	172
476.064	173
478.848	174
481.632	175
484.416	176
487.200	177
489.984	178
492.768	179
495.552	180
498.336	181
501.120	182
503.904	183
506.688	184
509.472	185
512.256	186
515.040	187
517.824	188
520.608	189
523.392	190
526.176	191
528.960	192
531.744	193
534.528	194
537.312	195
540.096	196
542.880	197
545.664	198
548.448	199
551.232	200

SEPARATE SETTING OUT TERMS OF ASSIGNMENT AND INSTRUCTIONS AS TO USAGE
APPLICABLE TO BE CREATED PURSUANT TO SECTION 888 OF THE CONVEYANCING ACT, 1919

K 238875

K598

M. H. H.
28.2.06

P A R T 1.

Plan: Deposited Plan
DP228415

Subdivision of Certificate of Title Volume
9920 Folio 108 and Lot 4 in Deposited Plan
17570 part of the land in Certificate of
Title Volume 1053 Folio 108 and 109
issued by Council Order 8 Certificate No. 39
of 1989.

Full name and address of Proprietors of the Land

Diana Louise Gillman of "Glenbrook" Queensland
and Barbara Ann Malcolm of Lower Street,
Queensland.

Particulars of assignment or mortgage referred to in above mentioned plan

Assessment to drain water 10 feet wide

Lot burdened.
13

SCHEDULE
Particulars of easement benefited
Woodger Parade
Woodger Parade

PART 2.
Terms of easements for drainage 10 feet wide
referred to in above mentioned plan.
Assessment to drain water 10 feet wide.

SIGNED by the said DIANA LOUISE
GILLMAN and BARBARA ANN MALCOLM
in the presence of:-

Marie K. Gillman
Barbara Ann Malcolm
Barbara Ann Malcolm
Barbara Ann Malcolm
Barbara Ann Malcolm
(Proprietors)

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

Scale bar showing measurements in feet and inches.

This negative is a photograph made on a permanent
record of a document in the custody of the
Registrar General this day, 13th May, 1986





PO Box 90 (257 Crawford Street) Queanbeyan 2620
 Section 149 Planning Certificate No.843-2014

Section 149(2) Planning Certificate

Applicant's Name:	L Searching	Certificate No:	843 - 2014
Applicant's Address:	GPO Box 4029 SYDNEY NSW 2001	Fee:	53.00
Email Address:	ecertificates@infotrack.com.au	Fee Receipt No:	1450017
		Your Reference:	54633 AM930S:5446

DESCRIPTION OF LAND

House No. or Name:	26 Woodger Parade, KARABAR NSW 2620
Lot, Unit or Portion No, DP or SP:	LOT 13 DP 228415
Owner:	Mr Christopher Thomas Breaden and Mrs Jenna Kay Breaden
Owner Address:	26 Woodger Parade KARABAR NSW 2620

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).	Draft Queanbeyan Local Environmental Plan 2012 Amendment No. 3
(3) The name of each development control plan that applies to the carrying out of development on the land.	Queanbeyan Development Control Plan 2012 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>	



PO Box 90 (257 Crawford Street) Queanbeyan 2620
Section 149 Planning Certificate No.843-2014

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 R2 Low Density 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> <ul style="list-style-type: none"> (a) Part 3 of the <i>State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)</i>, or (b) a Precinct Plan (within the meaning of the 2006 SEPP), or (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act, <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>
---	--

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 style="text-align: center;">NO</p>
---	---------------------------------------



PO Box 90 (257 Crawford Street) Queanbeyan 2620
Section 149 Planning Certificate No.843-2014

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 Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).	NO
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 Local Government Act 1993 .	

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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PO Box 90 (257 Crawford Street) Queanbeyan 2620
Section 149 Planning Certificate No.843-2014

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

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>As at the date of the Certificate this land has not been assessed by Council either by considering its past use or the results from systematic testing. Accordingly, it is not known whether or not consideration of Clause 2.4 – Contaminated Land Management of Queanbeyan Development Control Plan 2012 and the application of provisions under relevant State Legislation is warranted.</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.	YES With reference to Queanbeyan DCP 2012 and Clause 7.2 of Queanbeyan Local Environmental Plan 2012 (as amended) Land Affected by Flooding
(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.	YES With reference to Queanbeyan DCP 2012 and Clause 7.2 of Queanbeyan Local Environmental Plan 2012 (as amended) Land Affected by Flooding
(3) <i>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.</i>	

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.	Queanbeyan City Council Section 94 Contributions Plan 2011 Effective from 16 March 2012 Queanbeyan Section 94 Contributions Plan for Extractive Industry 2014 Effective from 1 July 2014
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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>	<p>The land is not shown as bushfire prone land in accordance with the Environmental Planning and Assessment Act 1979.</p>
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12. Property Vegetation Plans

<p>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).</p>	<p>NO</p>
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13. Orders under Trees (Disputes Between Neighbours) Act 2006

<p>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).</p>	<p>NO</p>
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14. Directions under Part 3A

<p>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.</p>	<p>NO</p>
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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 style="text-align: center;">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 style="text-align: center;">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 style="text-align: center;">NO</p> <p>Council is not aware of the existence of a current site compatibility certificate for the land.</p>
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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 Council is not aware of the existence of a current site verification certificate for the land.</p>
Note. The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:	
(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



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(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
(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.	NO
Note. Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 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.	
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>).	
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.	

Planning Certificate No.: 843-2014

Checked: RH

Date: 02-Oct-2014

M J THOMPSON
GROUP MANAGER
SUSTAINABILITY AND BETTER LIVING

Per 

Any request for further information in connection with the above should be marked for the attention of
SUSTAINABILITY AND BETTER LIVING
QUEANBEYAN CITY COUNCIL
Telephone: (02) 6285 6244
Fax: (02) 6298 4677

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.

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*.

**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.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.

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 (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.

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.

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage development that considers the low density amenity of existing and future residents.
- To encourage development that is designed to recognise the bushland character of the locality where appropriate and to minimize the impact of urban development, particularly on the edge of the urban area.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Caravan parks; Child care centres; Community facilities; Dwelling houses; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Information and education facilities; Jetties; Moorings; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Roads; Secondary dwellings; Seniors housing; Water recreation structures; Water reticulation systems

4 Prohibited

Any development not specified in item 2 or 3

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.

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.

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.

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.

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

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.

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:

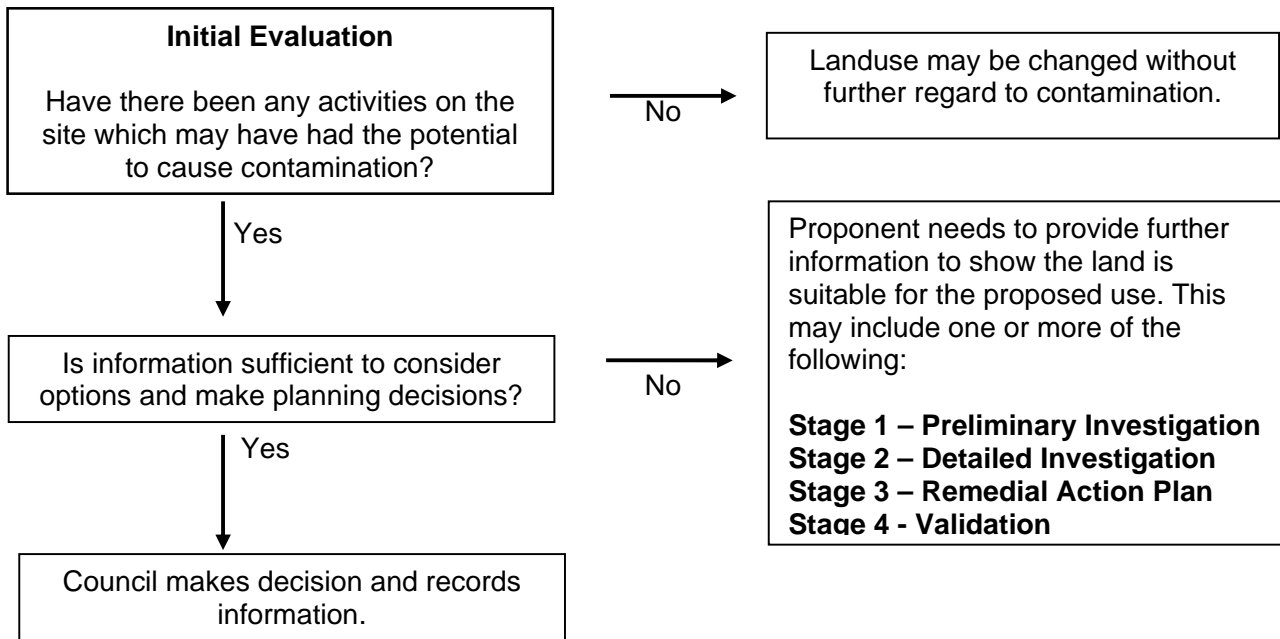
- i. The substance contaminating the land (the contaminant) or any by-product of the contaminant has entered or will foreseeably enter neighbouring land, the atmosphere, groundwater or surface water;
- ii. the regulations prescribe for the purposes of this subparagraph, or the guidelines specify, a level 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.

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.

26-Sep-2014

L Searching
GPO Box 4029
SYDNEY NSW 2001

Dear Sir/Madam

RE: Application for Sewer Drainage Diagram

LOT 13 DP 228415 NUMBER 26 WOODGER PARADE, KARABAR NSW 2620

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

The attached diagram is indicative of the location of the drains that connect the building to the Council's sewer. However the actual location of the drains 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
GROUP MANAGER
SUSTAINABILITY AND BETTER LIVING

PER

encl

MUNICIPALITY OF QUEANBEYAN

PLAN OF SEWERAGE CONNECTION

FOR

Mr. HOOKER HOMES P/L
25 LONSDALE ST BRADDON

Drainage Plan No. 3530

Detail Plan No. GA/49

Street 26 WOODGER PDE

Lot 13 Sec.....

Fee \$ 2.00

Amendment Fee 50c

Scale—50 ft. to 1 in.

This diagram is the property of the proprietor and is to be returned to him on completion of the work.

RAIN OR SURFACE WATER IS NOT TO BE CONNECTED TO SEWER.

All plumbing and drainage work shown on diagram in connection with this plan must be executed in accordance with Ordinance No. 46 of the Local Government Act, 1919, and to the satisfaction of the Council and no responsibility will be taken for same unless official certificates are obtained by licensed plumbers.

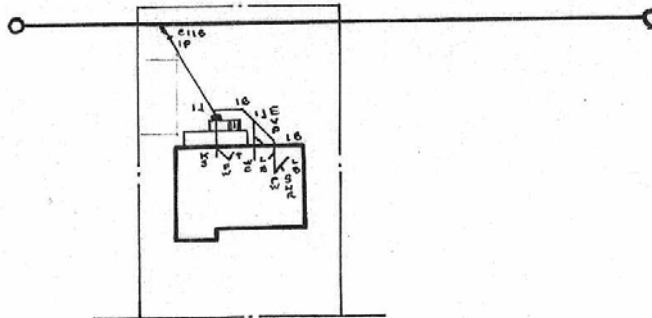
No alteration to drainage to be made unless previous consent is given.

All drainage work must be tested before covering in.

Junction 46 feet from downstream manhole. Depth (approx.) 8'-0"

NOTES:

B.T. Boundary Trap.	I.P. Inspection Pipe.	I.V.P. Induct Vent Pipe.
<input type="checkbox"/> Gully.	I.J. Inspection Junction.	W.C. Water Closet.
K.S. Kitchen Sink.	B.W. Bath Waste.	S.V.P. Soil Vent Pipe.
I.B. Inspection Bend.	G.T. Grease Trap.	E.V.P. Educt Vent Pipe.
F.W. Floor Waste.	L.B. Lavatory Basin.	T. Laundry Tubs.
B.V. Back Vent.	SHR. Shower Recess.	C.I.I.B. Cast Iron Inspection Box.

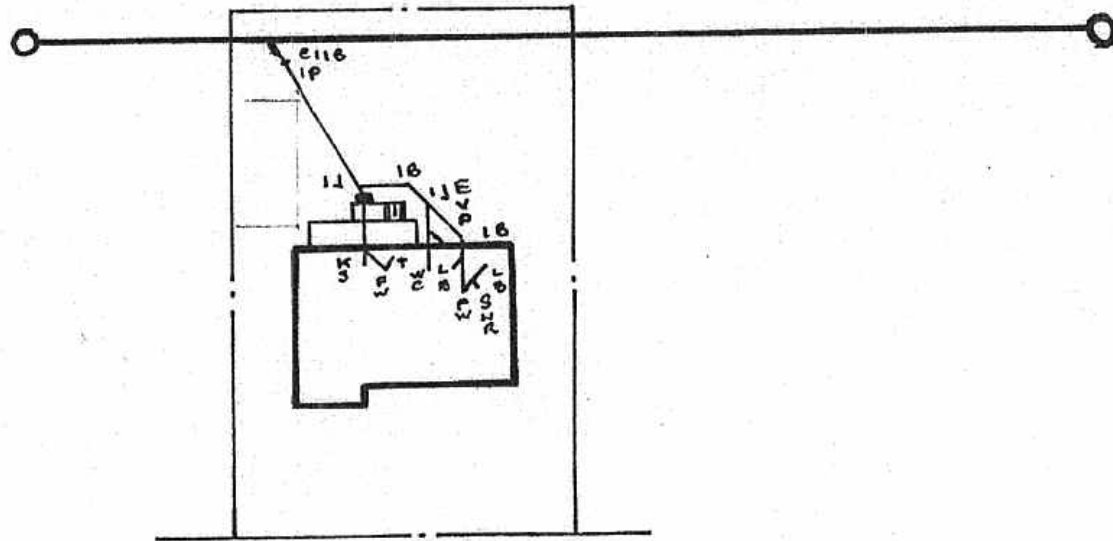


WOODGER PDE.

Queanbeyan, 5TH MARCH 1969

R. L. Howlett

Officer in Charge.



WOODGER PDE.