

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Coastside 4/20-26 Addison street, Shellharbour, NSW 2529	Phone: 02 4295 5033 Fax: 02 4295 5066 Ref: Matt Hutchinson
co-agent		
vendor	Colin Ray Cardiff 130 Princes Highway, Milton, NSW 2538	
vendor's solicitor	McNamara & Associates Suite 6, 3 Schofield Lane, Nowra NSW 2541 PO Box 1256, NOWRA NSW 2541	Phone: 0244230155 Email: tasha@mcnamaralawyers.com. au Fax: 02 4423 0811 Ref: TT:RS:325174
date for completion land (address, plan details and title reference)	42nd day after the contract date 3/4 Murrah Close, Flinders, New South Wales 2529 Registered Plan: Lot 3 Str Plan 52532 Folio Identifier	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Townhouse/unit	
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"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: smoke detector
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	_____ (10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond** NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

Manual transaction (clause 30)

NO yes

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

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

Land tax is adjustable NO yes

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

• Transfer

- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

• Place for completion

- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

• Payments on completion

- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

UNIT 3, 4 MURRAH CL FLINDERS NSW 2529



McNAMARA
& ASSOCIATES
LAWYERS AND CONVEYANCERS

ADDITIONAL SPECIAL CONDITIONS

1. The purchasers acknowledge that they have not been induced into this contract by any statement made or given by or on behalf of the vendor and this agreement is not subject to any warranties, conditions or representations other than as expressed in writing herein.
2. The property is sold in its present condition and state of repair and with all defects, if any, whether latent or patent. The purchaser shall not be entitled to make any requisitions, objections or claims for compensation in respect of the condition of the property. The purchaser shall not require the vendor to carry out any works to the property after exchange of contracts.
3. Clause 7.1.1 of the 2022 Contract Pages is amended by deleting "5%" and inserting in its place "1%".
4. It is expressly agreed by both parties that fourteen (14) days shall be reasonable and adequate time for the insertion of any notice requiring completion of this contract, served by one party upon the other.
5. The parties hereto agree that completion shall occur on or before the completion date referred to in the Contract and, in the event that the purchasers are not willing or able to complete the purchase by that date for any reason other than the default of the Vendor, then notwithstanding any other remedy at law and equity that either party may rely upon, the purchasers will pay interest to the Vendors at the rate of eight (8) per centum per annum on the balance of the purchase price from the completion date.
6.
 - (i) If either party is unable or unwilling to complete on the completion date, the other party shall be entitled at any time after the completion date to serve a Notice to Complete making the time for completion essential. Such Notice shall give not less than fourteen (14) days' notice after that day immediately following the day on which the notice is received by the recipient of the notice. A notice to Complete by such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.
 - (ii) If the purchaser fails to complete this contract on or before the completion date otherwise than through the fault of the vendor then in addition to the payment of interest the purchaser shall also pay to the vendor the sum of three hundred and thirty dollars (\$330.00) inclusive of GST to cover legal costs and other expenses incurred as a consequence of delay as a genuine pre estimate of those additional expenses to be allowed by the purchaser to the vendor as an adjustment on completion.
7. The purchasers warrant that they have not been introduced to the property or to the vendors by any real estate agent or employee of any agent other than the vendor's agent referred to on the front page of this contract and that in the event of any other agent making a valid claim for commission (other than pursuant to an exclusive agency agreement) the purchasers will wholly indemnify the vendors for such commission and all expenses relating to the claim and it is expressly agreed and declared that this condition shall not merge in the Transfer.
8. Completion of this matter shall take place via the PEXA platform.
9. The Purchaser acknowledges that the only form of general Requisitions on Title that the Purchaser shall be entitled to raise pursuant to clause 5.1 are those in the form of Requisitions on Title annexed to this Contract. Answers to those requisitions will be given after the date of this Contract.
10. Should a party (and if more than one, then, either) prior to completion:



(a) die or become mentally incompetent, or

(b) be declared bankrupt or enter into any scheme to make any assignment for the benefit of creditors, or have a petition for winding-up presented or have a Liquidator, Provisional Liquidator, Receiver or Official Manager, Manager & Receiver, or Controller appointed, then the other party can rescind this Contract under Clause 19.

11. Requests for Extension of Cooling Off Period

- (i) If a Cooling Off period applies to this Contract then the Purchaser acknowledges and agrees to pay the sum of \$275.00 in reimbursement of the Vendor's legal costs for any *agreed* extension to the Cooling Off period following the Purchaser's request *provided always* that this clause shall in no way imply any right to an extension or that the Vendor will agree to any extension of the Cooling Off period.
- (ii) Completion shall be subject to the amounts payable under this Clause 11 by the Purchaser having been adjusted at settlement.

12. Covid-19

Notwithstanding the date for completion noted on the front page of this contract, the parties agree that where either party is prevented from completing this contract due to the occurrence of any one of the following delaying events:-

(a) Suspension of the operation of services by:-

- (i) the Purchaser's Incoming Mortgagee;
- (ii) the Vendor's Discharging Mortgagee;
- (iii) NSW Land Registry Services;
- (iv) Revenue NSW preventing the payment of stamp duty or the clearance of a Land Tax charge;
- (v) PEXA; or
- (vi) any Government body or department and strata management body who is required to provide a certificate that a party is entitled to (and would ordinarily request) or required to obtain pursuant to this contract preventing the issuing of the certificate; or

(b) The Vendor being unable to provide vacant possession of the property due to an order, direction or law by a Government imposing a "Lockdown" of the suburb where the Property is located; or the state of New South Wales; or

(c) The Vendor residing in the property and testing positive to Covid-19 and providing a medical certificate evidencing same to the Purchaser then completion of this contract will be due to take place on or before seven (7) days of the later of the following:

- (i) the delaying event having been resolved; and
- (ii) in the case of 12(c), the Vendor receiving a medical certificate confirming the clearance of infection.

13. If there is any inconsistency between any of the pre-printed clauses and the Additional Special Conditions, then the provisions of the Additional Special Conditions prevail.



14. Guarantee for Corporate Purchaser

In consideration of the vendor contracting with the corporate purchaser _____ **PTY LTD (ACN _____)**, the directors _____ (the guarantors), as is evidenced by the guarantors execution hereof, jointly and severally guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by _____)
the guarantor in the presence of:)

Signature

Signature of Witness

Print Name of Witness

SIGNED by _____)
the guarantor in the presence of:)

Signature

Signature of Witness

Print Name of Witness

REQUISITIONS ON TITLE

Purchaser:

Vendor: Colin Ray Cardiff

The following requisitions do not cover matters that are normally covered by pre contract enquiries, the law and the contract.

A vendor who supplies a deliberately false answer to a requisition is liable in damages for deceit if the answer is intended to, and does, induce the purchaser to complete. This extends not only to the original replies, but to situations where the vendor is unaware of the error when delivering answers but discovers the error before settlement and fails to disclose the truth to the purchaser.

All properties

1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the property?
3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
4. Is the vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?
5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?

McNamara & Associates
PO Box 1256
NOWRA NSW 2541
02/09/2024



FOLIO: CP/SP52532

SEARCH DATE	TIME	EDITION NO	DATE
2/9/2024	4:06 PM	2	28/6/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 52532
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SHELLHARBOUR
LOCAL GOVERNMENT AREA SHELLHARBOUR
PARISH OF TERRAGONG COUNTY OF CAMDEN
TITLE DIAGRAM SHEET 1 SP52532

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 52532
ADDRESS FOR SERVICE OF DOCUMENTS:
4 MURRAH CLOSE
SHELLHARBOUR 2529

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 DP845173 RESTRICTION(S) ON THE USE OF LAND
- 2 AN460424 CONSOLIDATION OF REGISTERED BY-LAWS
- 3 AN460424 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 30)

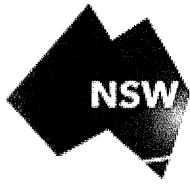
STRATA PLAN 52532

LOT	ENT	LOT	ENT	LOT	ENT
1	- 10	2	- 10	3	- 10

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



**LAND
REGISTRY
SERVICES**

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 3/SP52532

SEARCH DATE	TIME	EDITION NO	DATE
2/9/2024	4:06 PM	2	26/6/1996

LAND

LOT 3 IN STRATA PLAN 52532
AT SHELLHARBOUR
LOCAL GOVERNMENT AREA SHELLHARBOUR

FIRST SCHEDULE

COLIN ROY CARDIFF (T 2257492)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP52532

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

STRATA PLAN 52532

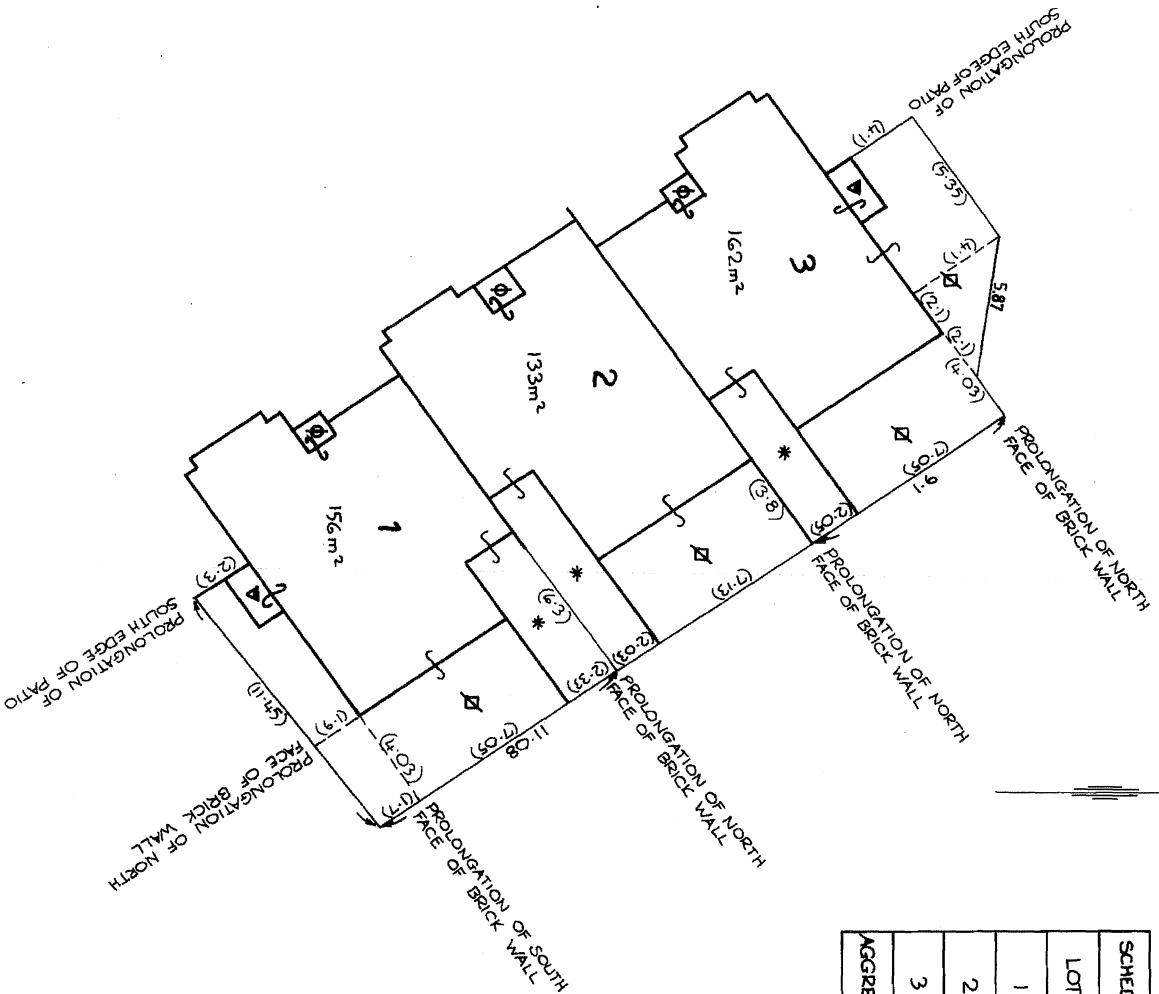
- * DENOTES PAVED COURTYARD
- ▽ DENOTES PAVED PATIO
- ◊ DENOTES COVERED AREA
- ◻ DENOTES YARD AREA

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE.

WHERE NOT COVERED, THE STRATUM OF THE COURTYARD AND THE PATIO IS RESTRICTED TO 5 METRES ABOVE THE UPPER SURFACE OF THE FLOOR HEREOF OF THEIR RESPECTIVE UNIT

WHERE NOT COVERED, THE STRATUM OF THE YARD AREA IS RESTRICTED TO 5 METRES ABOVE AND 4 METRES BELOW THE UPPER SURFACE OF THE FLOOR OF THE UNIT TO WHICH IT PERTAINS.

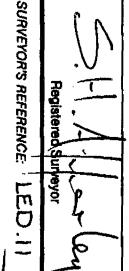
THE COURTYARDS ARE LIMITED IN DEPTH TO 3 METRES BELOW THE UPPER SURFACE OF THEIR RESPECTIVE UNITS

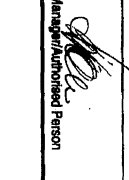


SCHEDULE OF UNIT ENTITLEMENT	
LOT N°	UNIT ENTITLEMENT
1	10
2	10
3	10
AGGREGATE	30

Reduction Ratio 1: 200

Lengths are in metres


 Registered Surveyor
 SURVEYORS REFERENCE: LED.11

 General Manager/Authorised Person


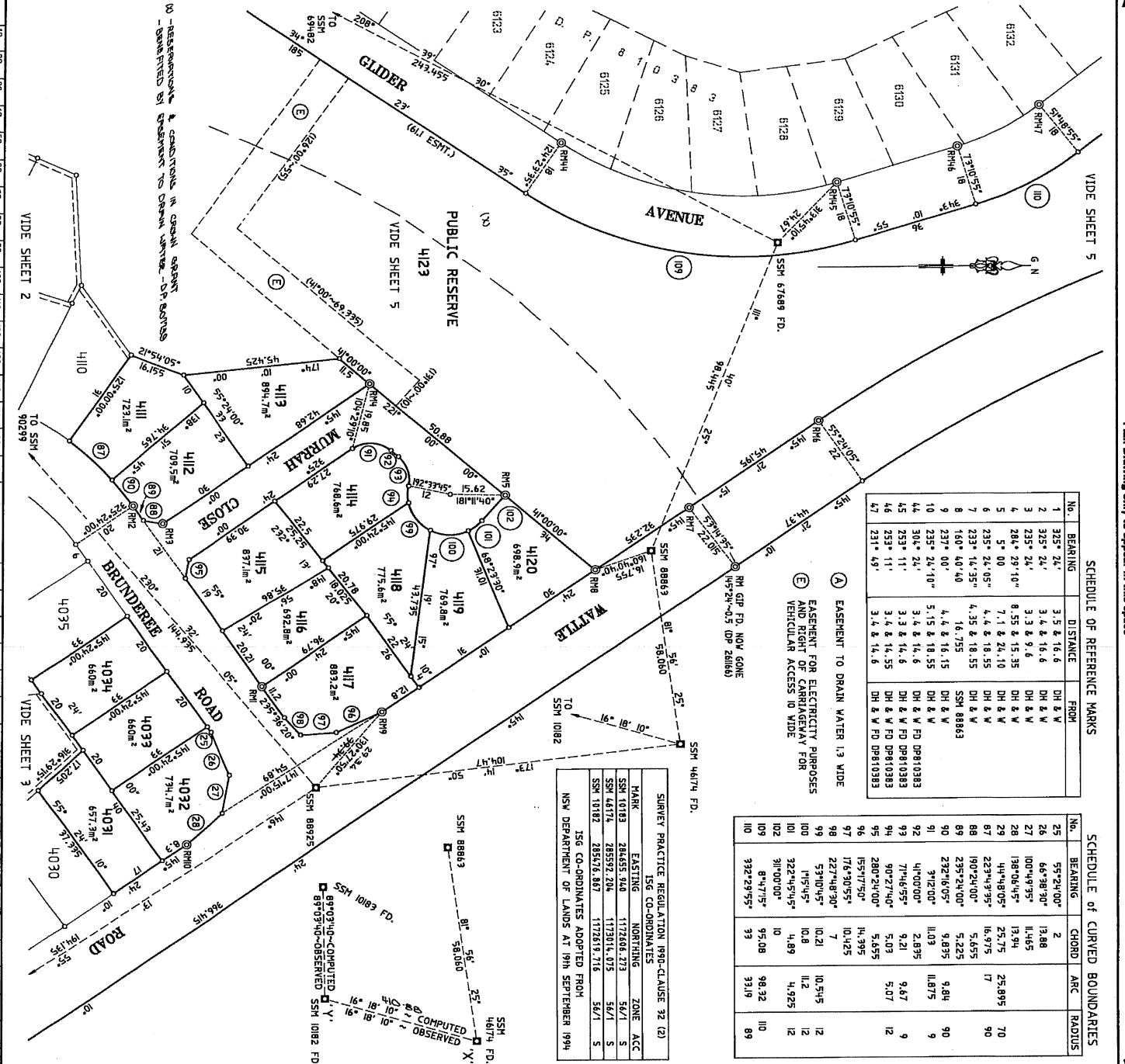
SIGNED BY ME MARK HUBBY ATTORNEYS AS DELEGATE OF THE LAND AND HOUSING CORPORATION AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF THE RESOLUTION OF SUCH DELEGATION

Mark Hubby

HEREBY ANY LOT SHOWN HEREIN ABUTS ON EITHER SIDE OF THE ROAD OR THE TITLE STREAM OR ROAD AND NOT TO THE MIDDLE LINE THEREOF.

Crown Lands Office Approval
 Land District: ...
 Paper No.: ...
 Field Book: ...

1. Every certificate must...
 2. The Registrar-General...
 3. The Registrar-General...
 4. The Registrar-General...
 5. The Registrar-General...
 6. The Registrar-General...
 7. The Registrar-General...
 8. The Registrar-General...
 9. The Registrar-General...
 10. The Registrar-General...



SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	FROM
1	325° 24'	3.5 & 16.6	DH & W
2	325° 24'	3.4 & 16.6	DH & W
3	325° 24'	3.3 & 9.6	DH & W
4	284° 29' 10"	8.55 & 15.35	DH & W
5	5° 00'	4.4 & 18.55	DH & W
6	235° 24' 05"	4.4 & 18.55	DH & W
7	7° 23' 14.35"	4.35 & 18.55	SSM 88843
8	140° 14' 40"	16.755	SSM 88843
9	237° 00'	4.4 & 18.15	DH & W
10	235° 24' 10"	5.15 & 18.55	DH & W
11	304° 24'	3.4 & 14.6	DH & W PD DP810383
12	253° 11'	3.3 & 14.6	DH & W PD DP810383
13	231° 11'	3.4 & 14.55	DH & W PD DP810383
14	231° 49'	3.4 & 14.6	DH & W PD DP810383

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
25	55° 24' 00"	13.88	10.545	12
26	66° 38' 00"	11.465	11.2	12
27	100° 49' 35"	13.94	14.925	12
28	138° 06' 45"	25.75	17	90
29	44° 48' 05"	16.975	17	90
30	223° 49' 35"	5.655	5.07	12
31	190° 24' 00"	5.225	5.07	12
32	235° 24' 00"	9.835	9.88	90
33	312° 00'	11.03	11.875	9
34	4° 00' 00"	2.835	9.67	9
35	71° 46' 55"	9.21	14.89	12
36	90° 27' 40"	5.03	5.07	12
37	280° 24' 00"	5.655	5.07	12
38	151° 17' 50"	14.995	14.995	12
39	174° 30' 55"	10.425	10.545	12
40	227° 48' 30"	7	11.2	12
41	227° 48' 30"	10.8	11.2	12
42	115° 45'	4.89	4.925	12
43	322° 49' 45"	10	98.32	100
44	81° 47' 15"	95.08	98.32	100
45	332° 29' 55"	33.19	98.32	100

SURVEY PRACTICE REGULATION 1986 CLAUSE 32 (2)

MARK	EASTING	NORTHING	ZONE	ACC
SSM 1018	284855.940	1172808.273	56T1	S
SSM 4674	285592.204	1173011.075	56T1	S
SSM 10182	285162.887	1172619.718	56T1	S

156 CO-ORDINATES ADOPTED FROM NSW DEPARTMENT OF LANDS AT 19th SEPTEMBER 1994

DP 845173 (E)

Registered: 12/12/2004

CA: ...

Title System: TORRESIAN

Purpose: SUBDIVISION

Ref. Map: W820-4-53

Last Plan: 562414, 562415

PLAN OF SUBDIVISION OF LOT 103 D.P. 26166 & LOT 7260 D.P. 834773

Lengths are in metres. Reduction Ratio 1:800

LGA: SHELLHARBOUR

Locality: SHELLHARBOUR

Parish: TERRAGONG

County: CAMPDEN

This is sheet 1 of a plan in 5 sheets.

BRIAN JOHN FRANKLIN

of YALLIS & MOORE PTY LIMITED

363 PITT ST., SYDNEY NSW 2002

Surveyor registered under the Survey Practice Regulation 1990 and who is a member of the Surveyors' Institute of Australia (SIA) and the Surveyors' Association of New South Wales (SANSW).

Signed: *B. Franklin*

Surveyor registered under Surveyors Act 1928

ASINUTU LINE X-Y-Y

Plans used in preparation of Survey/Compilation:
 D.P. 259987 D.P. 26165
 D.P. 577776 D.P. 608700
 D.P. 781633 D.P. 791908
 D.P. 814571 D.P. 540344
 D.P. 837420

PANEL FOR USE ONLY for statements of findings to be made by the Registrar-General in relation to the proposed subdivision. This panel is to be completed by the Registrar-General and is not to be used for any other purpose.

PANEL FOR USE ONLY for statements of findings to be made by the Registrar-General in relation to the proposed subdivision. This panel is to be completed by the Registrar-General and is not to be used for any other purpose.

ADDITIONS TO PLAN BY SURVEYORS REQUEST 2-12-2004
 REFERENCE SSM 88925 AMENDED IN LTO AT SURVEYORS REQUEST VIDE 1996 M 666(15) 12.11.04

1.5.1995 - ROAD NAMES AMENDED

Y 1 2 4 A 5 A

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

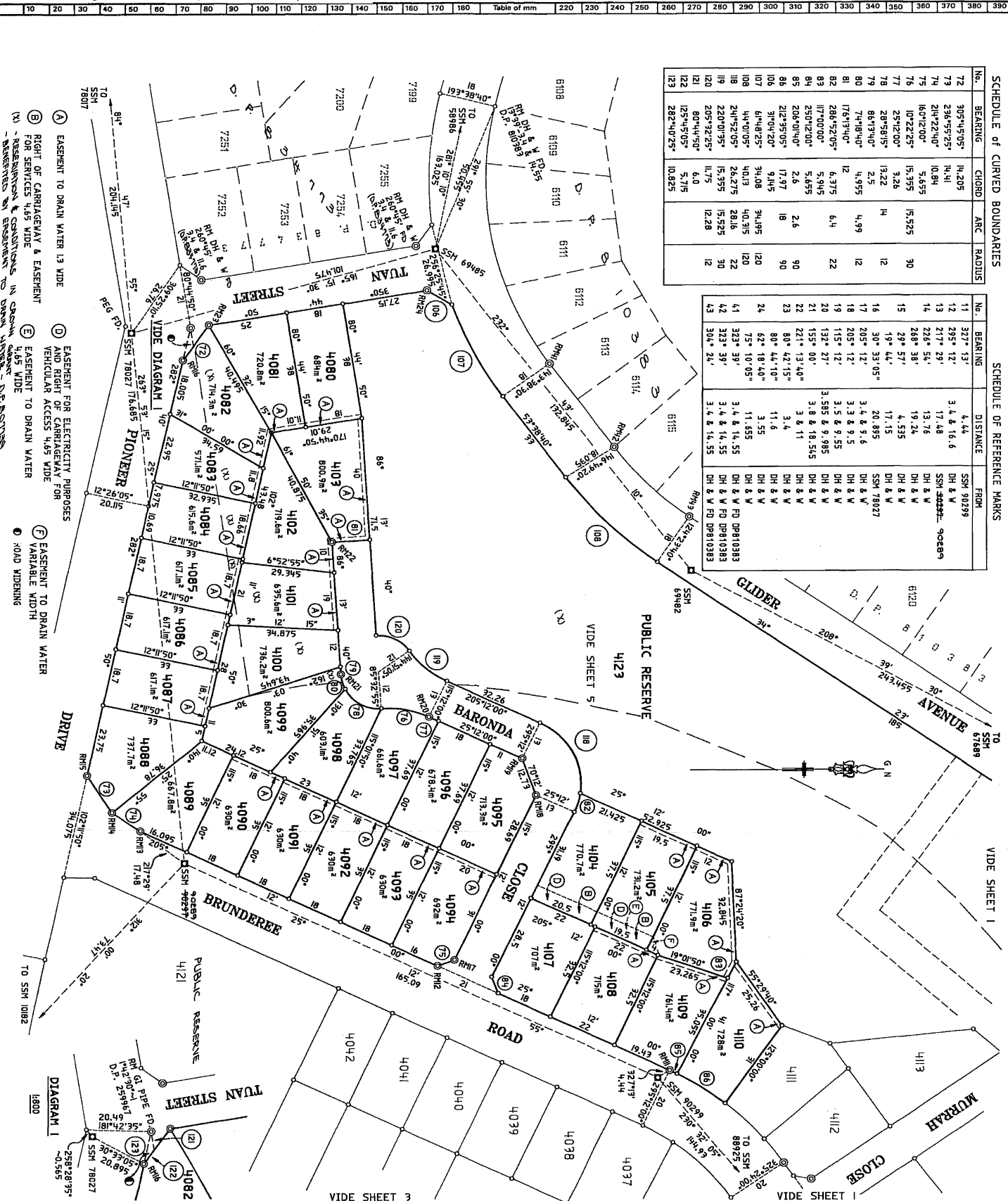
To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

No.	BEARING	CHORD	ARC	RADIUS
72	305°45'05"	14.205		
73	234°55'25"	14.14		
74	210°22'40"	10.84		
75	165°12'00"	5.655		
76	10°22'25"	15.395		
77	25°12'00"	3.26		
78	28°58'15"	13.22		
79	86°13'40"	1.2		
80	176°13'40"	4.99		
81	286°52'05"	6.375		
82	17°00'00"	2.6		
83	250°12'00"	5.655		
84	206°01'40"	2.6		
85	212°35'05"	17.97		
86	31°04'20"	9.145		
106	61°40'05"	34.08		
107	241°52'05"	26.275		
108	220°01'35"	15.395		
120	80°44'50"	11.75		
121	125°45'05"	5.715		
122	282°40'25"	10.825		
123				

No.	BEARING	DISTANCE	FROM
11	327° 13'	4.44	SSM 90239
12	295° 12'	3.4 & 16.6	DH & W
13	217° 29'	17.48	SSM 90289
14	228° 54'	13.76	DH & W
15	268° 38'	19.24	DH & W
16	29° 57'	4.535	DH & W
17	19° 44'	17.15	SSM 78027
18	30° 33' 05"	11.15	DH & W
19	115° 12'	3.4 & 9.6	DH & W
20	115° 12'	3.3 & 9.5	DH & W
21	132° 27'	3.3 & 9.5	DH & W
22	221° 13' 40"	3.8 & 18.565	DH & W
23	155° 00'	3 & 11	DH & W
24	80° 42' 15"	3.4	DH & W
25	80° 44' 10"	11.6	DH & W
26	80° 44' 10"	3.55	DH & W
27	75° 10' 05"	11.655	DH & W
41	323° 39'	3.4 & 14.55	DH & W PD DP810383
42	323° 39'	3.4 & 14.55	DH & W PD DP810383
43	304° 24'	3.4 & 14.55	DH & W PD DP810383



- (A) EASEMENT TO DRAIN WATER 1.3 WIDE
- (B) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 4.65 WIDE
- (X) RESERVATION & EASEMENTS IN COMMON WITH ADJACENT LANDS TO DRAIN WATER, ST SEWER, EASEMENT FOR ELECTRICITY PURPOSES
- (D) AND RIGHT OF CARRIAGEWAY FOR VEHICULAR ACCESS 4.65 WIDE
- (E) EASEMENT TO DRAIN WATER 4.65 WIDE
- (F) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (G) ROAD WIDENING

Plan Drawing only to appear in this space

Reduction Ratio 1:500
 SURVEYOR'S REFERENCE: 21054-13

DP 845173

Registered under the Land Management Act 1924

This is sheet 2 of my plan in 5 sheets

Surveyor registered under Surveyors Act 1929

B.F.W.

This is sheet of the plan of sheets covered by my Certificate No.

General Manager/Authorised Person

For the purpose where shown is manufactured in any part on Plan Form 3.

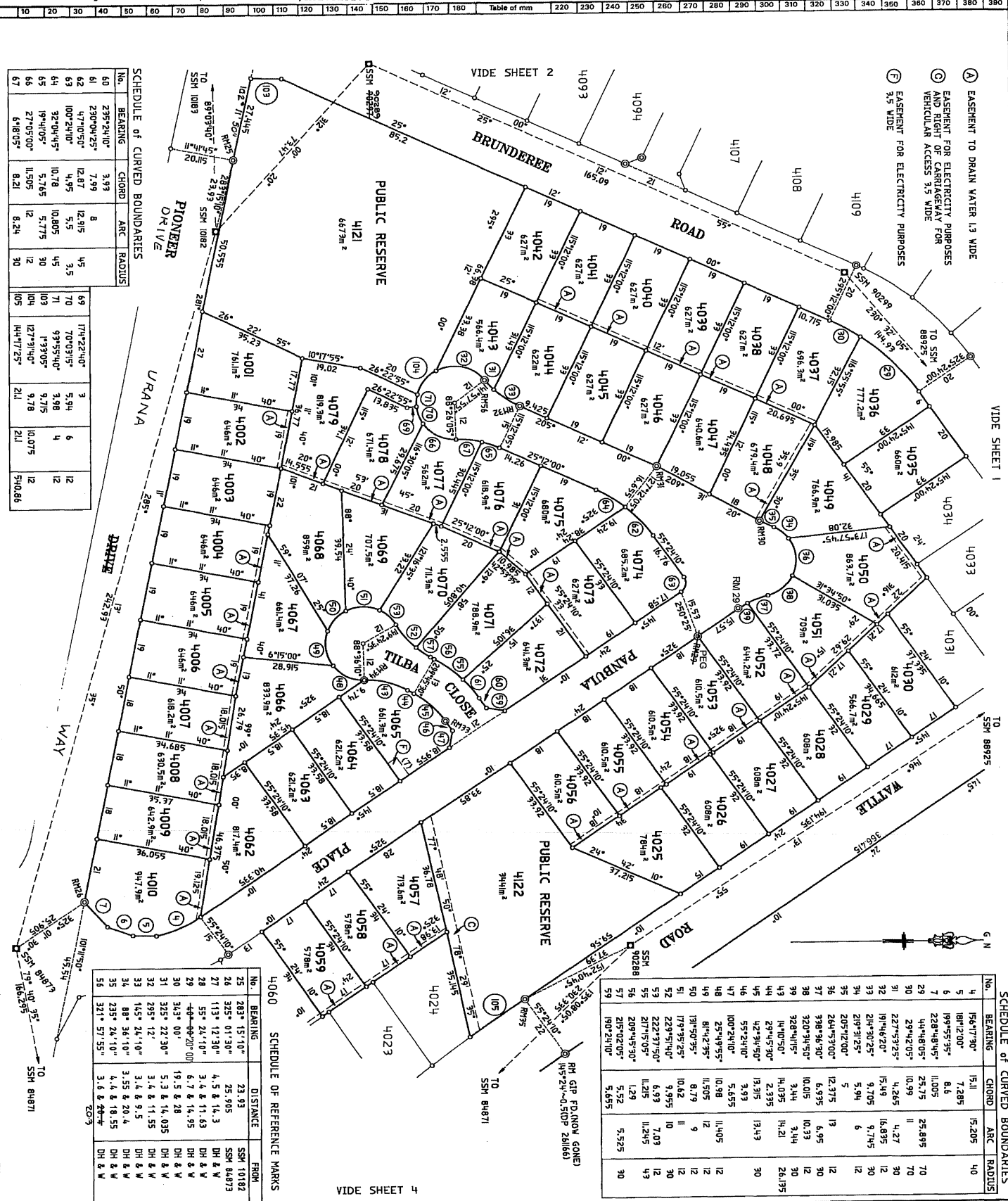
CONTINUED FROM SHEET 1

5. EASEMENT FOR ELECTRICITY PURPOSES AND RIGHT OF CARRIAGEWAY FOR VEHICULAR ACCESS TO WIDE 4.65 WIDE
6. EASEMENT FOR ELECTRICITY PURPOSES 4.65 WIDE
7. RESTRICTION ON USE
8. RESTRICTION ON USE
9. EASEMENT TO DRAIN WATER 4.65 WIDE
10. EASEMENT TO DRAIN WATER VARIABLE WIDTH

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNINGS: CREASING OR FOLDING WILL LEAD TO REJECTION



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
60	235°24'10"	3.99	8	4.5
61	230°04'25"	7.99	12.915	3.5
62	47°10'50"	12.87	5.5	7.0
63	100°24'10"	4.95	10.805	3.5
64	32°04'45"	10.78	5.775	7.0
65	19°41'05"	5.765	12.273	10.5
66	27°05'00"	11.505	12	10.5
67	6°18'05"	8.21	30	105

68	174°22'40"	3	6	12
69	70°03'15"	5.94	4	12
70	93°55'40"	3.98	12	12
71	173°05'	9.715	9.78	12
72	127°31'40"	9.78	10.075	12
73	144°17'25"	2.11	2.11	510.86

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	FROM
25	289° 15' 10"	23.93	SSM 10182
26	325° 01' 30"	25.905	SSM 84873
27	113° 12' 30"	4.5 & 14.3	DH & W
28	55° 24' 10"	3.4 & 11.63	DH & W
29	44° 40' 00"	6.7 & 14.95	DH & W
30	34.3° 00"	19.5 & 28	DH & W
31	325° 22' 30"	5.3 & 14.035	DH & W
32	295° 12' 10"	3.4 & 11.55	DH & W
33	145° 24' 10"	3.55 & 20.4	DH & W
34	88° 26' 10"	4.4 & 18.55	DH & W
35	235° 24' 10"	3.6 & 24.4	DH & W
56	321° 57' 55"	3.6 & 24.4	DH & W

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
4	156°17'30"	15.11	15.205	40
5	181°12'00"	7.285	8.6	70
6	189°55'25"	11.005	25.715	30
7	228°48'45"	10.99	4.27	70
28	227°52'25"	4.265	16.835	10
29	194°46'20"	15.49	9.745	12
32	214°30'25"	9.705	5.94	12
39	219°31'25"	5.94	6	12
39	205°12'00"	12.375	13	12
36	244°12'00"	6.935	6.95	12
37	338°34'30"	10.015	10.33	12
38	320°34'30"	3.44	3.44	12
39	328°41'15"	14.035	14.21	26.135
43	141°10'50"	2.935	13.43	30
44	29°45'30"	13.915	13.93	30
45	42°24'10"	3.93	11.405	12
46	100°24'10"	5.655	11.505	12
47	25°49'55"	8.719	9	12
48	81°42'35"	10.62	10.62	12
49	191°50'35"	10.62	10.62	12
50	179°39'25"	9.955	7.03	12
51	223°12'50"	6.935	11.245	12
52	222°12'50"	6.935	11.245	12
53	217°15'05"	11.245	11.245	12
54	208°45'30"	5.525	5.525	12
55	217°15'05"	11.245	11.245	12
56	208°45'30"	5.525	5.525	12
57	217°15'05"	11.245	11.245	12
58	208°45'30"	5.525	5.525	12
59	217°15'05"	11.245	11.245	12

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	FROM
25	289° 15' 10"	23.93	SSM 10182
26	325° 01' 30"	25.905	SSM 84873
27	113° 12' 30"	4.5 & 14.3	DH & W
28	55° 24' 10"	3.4 & 11.63	DH & W
29	44° 40' 00"	6.7 & 14.95	DH & W
30	34.3° 00"	19.5 & 28	DH & W
31	325° 22' 30"	5.3 & 14.035	DH & W
32	295° 12' 10"	3.4 & 11.55	DH & W
33	145° 24' 10"	3.55 & 20.4	DH & W
34	88° 26' 10"	4.4 & 18.55	DH & W
35	235° 24' 10"	3.6 & 24.4	DH & W
56	321° 57' 55"	3.6 & 24.4	DH & W

Plan Drawing only to appear in this space

Reduction Ratio 1:300

DP 845173



Registered: 10/12/2004

This is sheet 3 of my plan in 5 sheets dated

B Frankel

Surveyor registered under Surveyors Act 1939

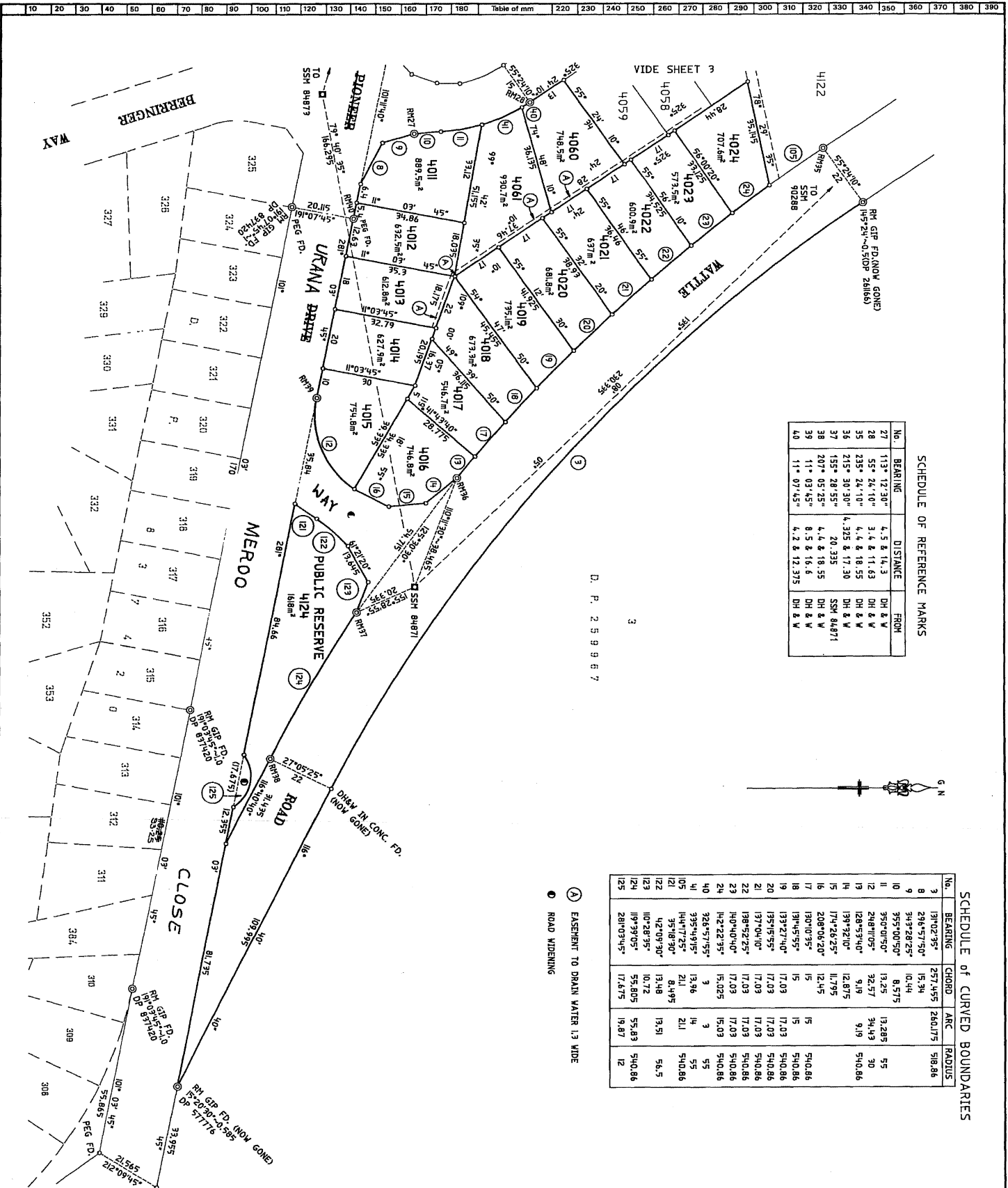
This is a true and correct copy of the plan as shown to me by the owner.

General Manager/Authorized Person

For use where space is insufficient in any panel on Plan Form 2.

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	FROM
27	113° 12' 30"	4.5 & 14.3	DH & W
28	55° 24' 10"	3.4 & 11.43	DH & W
35	235° 24' 10"	6.4 & 18.55	DH & W
36	215° 30' 30"	4.32 & 17.30	DH & W
37	155° 28' 55"	20.335	SSM 84871
38	207° 05' 25"	4.4 & 18.55	DH & W
39	11° 03' 45"	8.5 & 16.6	DH & W
40	11° 07' 45"	4.2 & 12.375	DH & W

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
3	170°2'35"	257.455	260.175	518.86
8	296°57'50"	15.94		
9	343°28'25"	10.44		
10	355°00'50"	8.575		
12	350°01'05"	13.25	13.285	55
13	248°11'05"	32.57	34.43	30
14	128°53'40"	9.19	9.19	510.86
15	139°32'10"	12.875		
16	174°28'25"	11.795		
17	208°06'20"	12.45		
18	130°10'35"	15	15	510.86
19	131°27'40"	15	15	510.86
20	135°55'55"	17.03	17.03	510.86
21	137°04'10"	17.03	17.03	510.86
22	138°52'25"	17.03	17.03	510.86
23	140°40'40"	17.03	17.03	510.86
24	142°22'35"	15.025	15.03	510.86
40	328°57'55"	3	3	55
41	335°49'15"	13.96	14	55
105	144°17'25"	211	211	510.86
121	35°18'30"	8.495		
122	142°09'30"	10.172	13.91	56.5
123	110°28'35"	55.805		
124	119°39'05"	17.675	55.83	510.86
125	281°03'45"	17.675	19.87	12

⊙ EASEMENT TO DRAIN WATER 1.3 WIDE
 ○ ROAD WIDENING



OFFICE USE ONLY

DP 845173

Registered: 12-12-1994

This is sheet 4 of my plan in 5 sheets drawn

B. F. ...
 Surveyor registered under Surveyors Act 1929

This is sheet ... of the plan of ... sheets covered by my Certificate No. ...

General (unregistered) Person

For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio 1:500

SURVEYOR'S REFERENCE: 21054-13

Plan Drawing only to appear in this space

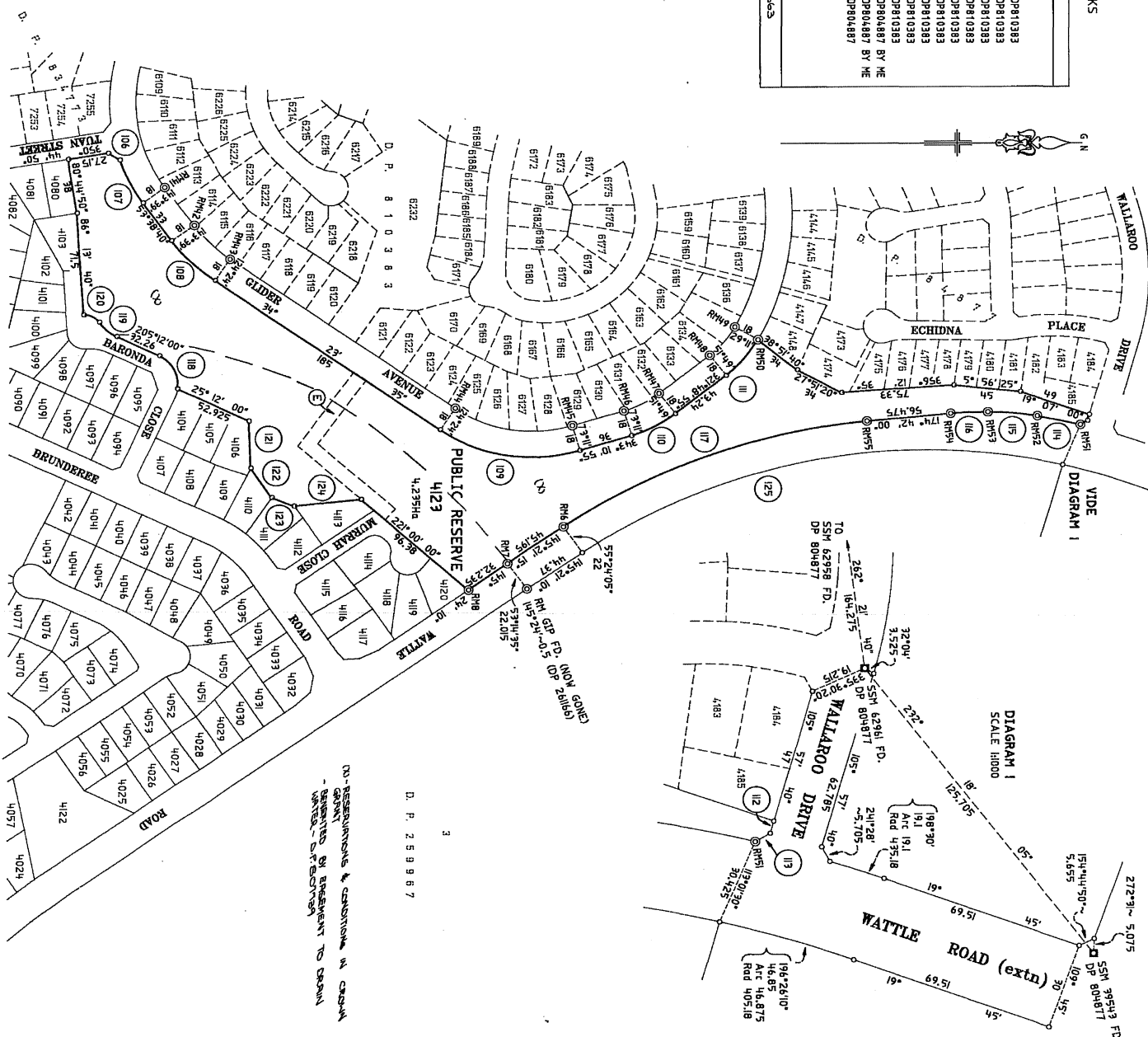
SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	FROM
6	235° 24' 05"	4.4 & 4.8 55	DH & W
7	233° 14' 35"	4.35 & 18.55	DH & W
41	323° 39'	3.4 & 14.55	DH & W FD DP810383
42	323° 39'	3.4 & 14.55	DH & W FD DP810383
43	323° 39'	3.4 & 14.55	DH & W FD DP810383
44	323° 39'	3.4 & 14.55	DH & W FD DP810383
45	323° 39'	3.4 & 14.6	DH & W FD DP810383
46	253° 11'	3.3 & 14.6	DH & W FD DP810383
47	231° 49'	3.4 & 14.55	DH & W FD DP810383
48	231° 49'	3.4 & 14.55	DH & W FD DP810383
49	209° 11'	3.35 & 14.6	DH & W FD DP810383
50	38° 42'	3.385	DH & W FD DP804887 BY ME
51	180° 57'	7.46	DH & W FD DP804887 BY ME
52	259° 53' 20"	3.97 & 25.97	DH & W
53	260° 55' 35"	4.435 & 22.615	DH & W
54	263° 32' 10"	4.435 & 22.615	DH & W
55	263° 55' 10"	4.395 & 18.595	DH & W

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
106	31° 04' 20"	9.145	34.195	120
107	61° 48' 25"	34.08	40.13	120
108	44° 01' 05"	40.13	90.32	110
109	8° 47' 55"	95.08	331.9	89
110	322° 23' 55"	33	331.7	84
111	30° 30' 10"	32.955	331.7	84
112	105° 57' 20"	4.43	29.41	435.18
113	150° 01' 25"	5.75	29.41	435.18
114	191° 51' 50"	29.405	33.63	200
115	185° 06' 20"	33.63	33.67	200
116	177° 23' 30"	24.79	24.8	254.5
117	160° 03' 00"	24.607	28.445	427.18
118	21° 52' 05"	26.275	28.16	22
119	220° 01' 35"	15.355	15.525	30
120	205° 32' 25"	11.75	12.28	12
121	87° 24' 20"	32.845		
122	205° 32' 25"	25.26		
123	219° 00' 05"	16.155		
124	174° 10' 00"	45.425		
125	169° 15' 25"	327.73	397.395	405.18

E EASMENT FOR ELECTRICITY PURPOSES AND RIGHT OF CARTRIDGEWAY FOR VEHICULAR ACCESS 10 MIDE



Plan Drawing only to appear in this space

SWAYCOP'S REFERENCE 21054-13

DP 845173

Registered 19-12-1994

This is sheet 5 of my plan in 5 sheets

B.F. L... Surveyor registered under Surveyors Act 1938

This is sheet of the plan of sheets covered by my Certificate No. of

General Manager/Authorised Person

For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio 1:2000

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS OF THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919.

Lengths are in Metres.

(Sheet 1 of 13 Sheets)

PART 1.

DP 845173

Plan of Subdivision of
Lot 103 in DP.261166
and Lot 7260 in DP. 834773.

Full name and address of
proprietor of the land.

New South Wales Land and Housing
Corporation
23 - 31 Moore Street
Liverpool NSW 2170.

1. Identity of Easement
firstly referred to
in abovementioned plan.

Easement to Drain Water 1.3 Wide.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

4002
4004
4005
4006
4007
4008
4009

4010

4012
4013
4037
4038
4039
4040
4041
4048

4050
4051
4052

Lots Benefited.

4001
4003
4004, 4003
4005, 4004, 4003
4006, 4005, 4004, 4003
4007, 4006, 4005, 4004, 4003
4008, 4007, 4006, 4005, 4004,
4003
4009, 4008, 4007, 4006, 4005,
4004, 4003
4014, 4013
4014
4042, 4041, 4040, 4039, 4038
4042, 4041, 4040, 4039
4042, 4041, 4040
4042, 4041
4042
4042, 4041, 4040, 4039, 4038,
4037
4049
4050, 4049
4051, 4050, 4049

[Signature]

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS OF THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919.

Lengths are in Metres.

(Sheet 2 of 13 Sheets)

PART 1.

Plan: **DP 845173**

Plan of Subdivision of
Lot 103 in DP.261166
and Lot 7260 in DP. 834773.

4053	4052, 4051, 4050, 4049
4054	4053, 4052, 4051, 4050, 4049
4055	4054, 4053, 4052, 4051, 4050, 4049
4056	4055, 4054, 4053, 4052, 4051, 4050, 4049
4057	4061, 4060, 4059, 4058, 4014, 4013, 4012
4058	4061, 4060, 4059, 4014, 4013, 4012
4059	4061, 4060, 4014, 4013, 4012
4060	4061, 4014, 4013, 4012
4061	4014, 4013, 4012
4073	4079, 4078, 4077, 4076, 4075, 4002, 4001
4075	4079, 4078, 4077, 4076, 4002, 4001
4076	4079, 4078, 4077, 4002, 4001
4077	4079, 4078, 4002, 4001
4078	4079, 4002, 4001
4079	4002, 4001
4080	4103, 4102, 4101, 4100, 4088, 4087, 4086, 4085, 4084, 4083, 4082, 4081
4081	4088, 4087, 4086, 4085, 4084, 4083, 4082
4082	4088, 4087, 4086, 4085, 4084, 4083
4083	4088, 4087, 4086, 4085, 4084
4084	4088, 4087, 4086, 4085
4085	4088, 4087, 4086
4086	4088, 4087
4087	4088
4090	4089
4091	4090, 4089
4092	4091, 4090, 4089

Donney

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS OF THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919.

Lengths are in Metres.

(Sheet 3 of 13 Sheets)

PART 1.

Plan: **DP 845173**

Plan of Subdivision of
Lot 103 in DP.261166
and Lot 7260 in DP. 834773.

4093	4092, 4091, 4090, 4089
4094	4093, 4092, 4091, 4090, 4089
4101	4100
4102	4101, 4100
4103	4102, 4101, 4100
4105	4104
4106	4111, 4110, 4109, 4108, 4107, 4105, 4104
4108	4107, 4106, 4105, 4104
4109	4108, 4107, 4106, 4105, 4104
4110	4111

2. Identity of Easement
secondly referred to
in abovementioned plan.

Right of Carriageway and
Easement for Services 4.65 Wide.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

Lots Benefited.

4104
4105

4106, 4105
4106



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS OF THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919.

Lengths are in Metres.

(Sheet 4 of 13 Sheets)

PART 1.

Plan: DP845173

Plan of Subdivision of
Lot 103 in DP.261166
and Lot 7260 in DP. 834773.

3. Identity of Easement
thirdly referred to
in abovementioned plan.

Easement for Electricity Purposes
and Right of Carriageway for
Vehicular Access 3.5 Wide.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

Authority Benefited.

4122

Illawarra Electricity

4. Identity of Easement
fourthly referred to
in abovementioned plan.

Easement for Electricity Purposes
and Right of Carriageway for
Vehicular Access 4.65 Wide.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

Authority Benefited.

4104
4105

Illawarra Electricity
Illawarra Electricity

5. Identity of Easement
fifthly referred to
in abovementioned plan.

Easement for Electricity Purposes
and Right of Carriageway for
Vehicular Access 10.0 Wide.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

Authority Benefited.

4123

Illawarra Electricity

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS OF THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919.

Lengths are in Metres.

(Sheet 5 of 13 Sheets)

PART 1.

Plan: DP 845173

Plan of Subdivision of
Lot 103 in DP.261166
and Lot 7260 in DP. 834773.

-
6. Identity of Easement
sixthly referred to
in abovementioned plan. Easement for Electricity Purposes
3.5 Wide.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

Authority Benefited.

4065

Illawarra Electricity

-
7. Identity of Restriction
seventhly referred to
in abovementioned plan. Restriction on Use.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

Authority Benefited.

Each Lot except
4121, 4122, 4123 and 4124

Every other Lot except
4121, 4122, 4123 and 4124

-
8. Identity of Restriction
eighthly referred to
in abovementioned plan. Restriction on Use.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

Authority Benefited.

4120
4119

The Council of Shellharbour
The Council of Shellharbour

Barry

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS OF THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919.

Lengths are in Metres.

(Sheet 6 of 13 Sheets)

PART 1.

Plan: **DP 845173**

Plan of Subdivision of
Lot 103 in DP.261166
and Lot 7260 in DP. 834773.

-
9. Identity of Easement
ninthly referred to
in abovementioned plan. Easement to Drain Water 4.65 Wide.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

Lots Benefited.

4105

4104

-
10. Identity of Easement
tenthly referred to
in abovementioned plan.

Easement to Drain Water
Variable Width.


SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

Lots Benefited.

4106

4105, 4104



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS OF THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919.

Lengths are in Metres.

(Sheet 7 of 13 Sheets)

PART 2.

Plan: **DP 845173**

Plan of Subdivision of
Lot 103 in DP.261166
and Lot 7260 in DP. 834773.

2. TERMS OF RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES
4.65 WIDE SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN.

Right of Carriageway as set out in PART I of SCHEDULE VIII of the CONVEYANCING
ACT, 1919 with the following addition:-

Full and free right for every person who is at any time entitled to an estate or interest in possession in the lot hereby benefited or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him to make, layout, construct, erect, install, carry, maintain and use through, above, on and under that part of the lot hereby burdened all drains, pipes, conduits, poles, wires or other equipment and materials necessary to provide and carry all or any of water, sewerage, gas, electric light, telephone and/or other domestic services to and from the lot hereby benefited provided that the said drains, pipes, conduits, poles, wire and/or other equipment and materials shall be laid in such position so as to cause as little interference as possible with the Right of Carriageway hereby reserved together with the right for the grantee and every person authorised by him, with any tools, implements or machinery necessary for the purpose to enter upon that part of the lot hereby burdened and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such equipment or any part thereof and for any of the aforesaid purposes to open the soil of that part of the lot hereby burdened to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the lot hereby burdened and/or free access to the lot hereby benefited and will restore without delay that surface as nearly as practicable to its original condition.

Shorey

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS OF THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919.

Lengths are in Metres.

(Sheet 8 of 13 Sheets)

PART 2.

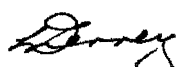
Plan: DP 845173

Plan of Subdivision of
Lot 103 in DP.261166
and Lot 7260 in DP. 834773.

-
- 3 TERMS OF EASEMENT FOR ELECTRICITY PURPOSES AND RIGHT OF CARRIAGEWAY FOR VEHICULAR ACCESS 3.5 WIDE THIRDLY, AND
 4. TERMS OF EASEMENT FOR ELECTRICITY PURPOSES AND RIGHT OF CARRIAGEWAY FOR VEHICULAR ACCESS 4.65 WIDE FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN, AND
 5. TERMS OF EASEMENT FOR ELECTRICITY PURPOSES AND RIGHT OF CARRIAGEWAY FOR VEHICULAR ACCESS 10.0 WIDE FIFTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

FULL AND FREE RIGHT FOR THE AUTHORITY IN WHOSE FAVOUR THIS EASEMENT IS CREATED its employess and contractors together with all necessary plant and vehicles to use and maintain for the purpose of the transmission of electrical energy the electrical substation equipment structures cables and fittings constructed installed and laid in and above the land burdened by this instrument. The authority in whose favour this easement is created shall have the following rights:

- (1) to make all necessary excavations in or under the land provided that the surface of the said land shall be rehabilitated and restored;
- (2) to enter upon the land for the purpose of installing any component in substitution for or in addition to any electrical substation equipment structures cables and fittings installed in and above the ground;
- (3) to enter upon the land to inspect and maintain the condition of the electrical substation equipment structures cables and fittings;
- (4) to cut and trim trees branches of other foliage which may either overhang or encroach the land;
- (5) the authority in whose favour this easement is created shall not be obliged to construct or maintain any fence on the boundary or any other part of the land except;



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS OF THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919.**

Lengths are in Metres.

(Sheet 9 of 13 Sheets)

PART 2.

Plan: **DP 845173**

Plan of Subdivision of
Lot 103 in DP.261166
and Lot 7260 in DP. 834773.

-
- (a) where in the course of exercising its rights the authority in whose favour this easement is created removes or damages any existing fence or;
- (b) where the construction of the fence is by reason of any danger occasioned by the use of the land by the authority in whose favour this easement is created.

AND PROVIDED FURTHER that the Registered Proprietor shall for himself and others the owner or owners from time to time of the land referred to above covenant with the authority in whose favour this easement is created that he will not wilfully do or knowingly suffer to be done any act or thing which may injure or damage the said electrical substation equipment structures cables and fittings or interfere with the free flow of electricity through under over or along the land or impede the exercise of the rights granted herein by constructing installing or placing upon the land any building structure or apparatus (without the written permission thereto) AND if any such injury be done or interference be made the Registered Proprietor will forewith pay the costs of properly repairing all such injury or damage.

6. **TERMS OF EASEMENT FOR ELECTRICITY PURPOSES 3.5 WIDE SIXTHLY
REFERRED TO IN THE ABOVEMENTIONED PLAN.**

FULL AND FREE RIGHT FOR THE AUTHORITY IN WHOSE FAVOUR THIS EASEMENT IS CREATED its employess and contractors together with all necessary plant and vehicles to use and maintain for the purpose of the transmission of electrical energy the electrical substation equipment structures cables and fittings constructed installed and laid in and above the land burdened by this instrument. The authority in whose favour this easement is created shall have the following rights:

- (1) to make all necessary excavations in or under the land provided that the surface of the said land shall be rehabilitated and restored;
- (2) to enter upon the land for the purpose of installing any component in substitution for or in addition to any electrical substation equipment structures cables and fittings installed in and above the ground;

Handwritten signature

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS OF THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919.

Lengths are in Metres.

(Sheet 10 of 13 Sheets)

PART 2.

Plan: **DP 845173**

Plan of Subdivision of
Lot 103 in DP.261166
and Lot 7260 in DP. 834773.

-
- (3) to enter upon the land to inspect and maintain the condition of the electrical substation equipment structures cables and fittings;
 - (4) to cut and trim trees branches of other foliage which may either overhang or encroach the land;
 - (5) the authority in whose favour this easement is created shall not be obliged to construct or maintain any fence on the boundary or any other part of the land except;
 - (a) where in the course of exercising its rights the authority in whose favour this easement is created removes or damages any existing fence or;
 - (b) where the construction of the fence is by reason of any danger occasioned by the use of the land by the authority in whose favour this easement is created.

AND PROVIDED FURTHER that the Registered Proprietor shall for himself and others the owner or owners from time to time of the land referred to above covenant with the authority in whose favour this easement is created that he will not wilfully do or knowingly suffer to be done any act or thing which may injure or damage the said electrical substation equipment structures cables and fittings or interfere with the free flow of electricity through under over or along the land or impede the exercise of the rights granted herein by constructing installing or placing upon the land any building structure or apparatus (without the written permission thereto) AND if any such injury be done or interference be made the Registered Proprietor will forthwith pay the costs of properly repairing all such injury or damage.

Devery

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS OF THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919.**

Lengths are in Metres.

(Sheet 11 of 13 Sheets)

PART 2.

Plan: **DP 845173**

Plan of Subdivision of
Lot 103 in DP.261166
and Lot 7260 in DP. 834773.

**7. TERMS OF RESTRICTION ON USE SEVENTHLY REFERRED TO IN
ABOVEMENTIONED PLAN.**

- (a) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on sale but such consent shall not be withheld if such fencing is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected **PROVIDED HOWEVER** that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the Land and Housing Corporation other than purchases on sale.
- (b) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.

**8. TERMS OF RESTRICTION ON USE EIGHTHLY REFERRED TO IN
ABOVEMENTIONED PLAN.**

No access allowed to Wattle Road by the lots hereby burdened unless consent in writing is obtained from The Council of Shellharbour.

Denvey

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS OF THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919.

Lengths are in Metres.

(Sheet 12 of 13 Sheets)

PART 2.

Plan: **DP 845173**

Plan of Subdivision of
Lot 103 in DP.261166
and Lot 7260 in DP. 834773.

NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY
EASEMENT TO DRAIN WATER 1.3 WIDE FIRSTLY,
RESTRICTION ON USE EIGHTHLY,
EASEMENT TO DRAIN WATER 4.65 WIDE NINTHLY, AND
EASEMENT TO DRAIN WATER VARIABLE WIDTH TENTHLY REFERRED TO
IN ABOVEMENTIONED PLAN.

The Council of Shellharbour.

NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY
RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 4.65 WIDE SECONDLY,
EASEMENT FOR ELECTRICITY PURPOSES AND RIGHT OF CARRIAGEWAY FOR
VEHICULAR ACCESS 3.5 WIDE THIRDLY,
EASEMENT FOR ELECTRICITY PURPOSES AND RIGHT OF CARRIAGEWAY FOR
VEHICULAR ACCESS 4.65 WIDE FOURTHLY,
EASEMENT FOR ELECTRICITY PURPOSES AND RIGHT OF CARRIAGEWAY FOR
VEHICULAR ACCESS 10.0 WIDE FIFTHLY, AND
EASEMENT FOR ELECTRICITY PURPOSES 3.5 WIDE SIXTHLY
REFERRED TO IN ABOVEMENTIONED PLAN.

Illawarra Electricity.

NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY
RESTRICTION ON USE SEVENTHLY REFERRED TO IN
ABOVEMENTIONED PLAN.

New South Wales Land and Housing Corporation.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS OF THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919.

Lengths are in Metres.

(Sheet 13 of 13 Sheets)

PART 2.

Plan: DP 845173

Plan of Subdivision of
Lot 103 in DP.261166
and Lot 7260 in DP. 834773.

Signed by me MARK MURRAY ATTIWILL
as DELEGATE of the NEW SOUTH WALES
LAND AND HOUSING CORPORATION,
I hereby declare that I have no
notice of the revocation of the
delegation, in the presence of

[Handwritten signature]
.....

[Handwritten signature]
..DAVID...PAUL...TERREY....

REGISTERED  R 7-12-1994

[Handwritten signature]

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales

Strata Schemes Management Act 2015
Real Property Act 1900



AN460424W

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE** For the common property
CP/SP52532

(B) **LODGED BY**

Document Collection Box 28A	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: SAI GLOBAL Property 124247U DX 885 SYDNEY 02 9219 0700	CODE CH
Reference:	<u>71855372 DARBY</u>	

(C) The Owners-Strata Plan No. 52532 certify that a special resolution was passed on 14 May 2018

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By Law 1
Amended by-law No. NOT APPLICABLE
as fully set out below:

See Annexure "A" attached

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "B".

(G) The seal of The Owners-Strata Plan No. 52532 was affixed on 30/5/2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name: Roy Christopher Darby

Authority: Strata Managing Agent

Signature: _____

Name: _____

Authority: _____



Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

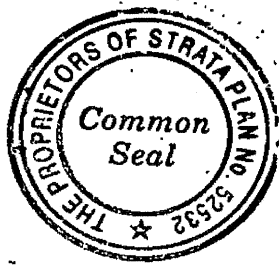
- *that the initial period has expired.
- ~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 52532 was affixed on ^ 30 May 2018 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: Roy Christopher Doherty Authority: Strata Managing Agent

Signature: Name: Authority:

^ Insert appropriate date
* Strike through if inapplicable.



Special By Law 1 - Common Property Memorandum

Owners corporation responsibilities for maintenance, repair or replacement

<p>1. Balcony and courtyards</p>	<ul style="list-style-type: none"> (a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property
<p>2. Ceiling/Roof</p>	<ul style="list-style-type: none"> (a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility) (c) guttering (d) membranes
<p>3. Electrical</p>	<ul style="list-style-type: none"> (a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems
<p>4. Entrance door</p>	<ul style="list-style-type: none"> (a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic

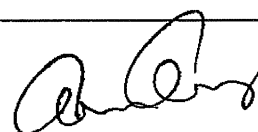


	<p>closer</p> <p>(c) security doors, other than those installed by an owner after registration of the strata plan</p>
5. Floor	<p>(a) original floorboards or parquetry flooring affixed to common property floors</p> <p>(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</p> <p>(c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</p> <p>(d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan</p>
6. General	<p>(a) common property walls</p> <p>(b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</p> <p>(c) any door in a common property wall (including all original door furniture)</p> <p>(d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)</p> <p>(e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</p> <p>(f) ducting cover or structure covering a service that serves more than one lot or the common property</p> <p>(g) ducting for the purposes of carrying pipes servicing more than one lot</p> <p>(h) exhaust fans outside the lot</p> <p>(i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</p> <p>(j) letter boxes within common property</p> <p>(k) swimming pool and associated equipment</p> <p>(l) gym equipment</p>
7. Parking / Garage	<p>(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan</p> <p>(b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</p> <p>(c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot</p> <p>(d) mesh between parking spaces, if shown by a thick line on the strata plan</p>
8. Plumbing	<p>(a) floor drain or sewer in common property</p> <p>(b) pipes within common property wall, floor or ceiling</p> <p>(c) main stopcock to unit</p>

	(d) storm water and on-site detention systems below ground
9. Windows	(a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot
2. Ceiling/Roof	(a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	(a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
5. Floor	(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquet flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
6. General	(a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher



	<ul style="list-style-type: none"> (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot
7. Parking / Garage	<ul style="list-style-type: none"> (a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)
8. Plumbing	<ul style="list-style-type: none"> (a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
9. Windows	<ul style="list-style-type: none"> (a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys



"B"

STRATA SCHEMES BY LAWS

1. NOISE

An Owner or Occupier must not create any noise on the parcel likely to interfere with the Owner or Occupier of another Lot or of any person lawfully using Common Property.

2. VEHICLES

An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property except with the written approval of the Owners Corporation.

3. OBSTRUCTION OF COMMON PROPERTY

An Owner or Occupier of a Lot must not obstruct the lawful use of Common Property by any person.

4. DAMAGE TO LAWNS & PLANTS ON COMMON PROPERTY

An Owner or Occupier of a Lot must not:

- (a) Damage any lawn, tree, shrub, plant or flower being part of or situated on Common Property; or
- (b) Use for his or her purposes as a garden any portion of the Common Property.

5. DAMAGE TO COMMON PROPERTY

(1) An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into or otherwise damage or deface any structure that forms part of the Common Property without the approval, in writing, of the Owners Corporation.

(2) An approval given to the Owners Corporation under subclause (1) cannot authorise any additions to the Common Property.

(3) This By Law does not prevent an Owner or person authorised by an Owner from installing:

- (a) any locking or safety device for protection of the Owner's Lot against intruders;
- (b) any screen or other device to prevent entry of animals or insects on the Lot;
- (c) any structure or device to prevent harm to children;

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance with the rest of the building.

(5) Despite section 106 of the *Strata Schemes Management Act 2015*, the Owner of a Lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the Common Property and that services the Lot.

6. BEHAVIOUR OF OWNERS & OCCUPANTS

An Owner or Occupier of a Lot when on Common Property must be properly clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property.

7. CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

An Owner or Occupier of a Lot must not permit any child of whom the Owner or Occupier has control to play on Common Property within the building, or unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, car parking area and other areas of possible danger or hazard to children.

8. BEHAVIOUR OF INVITEES

An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of

the Owner or Occupier of another Lot or any other person lawfully using Common Property.

9. DEPOSITING RUBBISH & OTHER MATERIAL ON COMMON PROPERTY

An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.

10. DRYING OF LAUNDRY ITEMS

An Owner or Occupier of a Lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the Owners Corporation for the purpose and there only for a reasonable period.

11. CLEANING WINDOWS & DOORS

An Owner or Occupier of a Lot must keep clean all glass in windows and all doors on the boundary of the Lot, including so much as is Common Property.

12. STORAGE OF INFLAMMABLE LIQUIDS & OTHER SUBSTANCES & MATERIALS

(1) An Owner or Occupier of a Lot must not, except with the approval in writing of the Owners Corporation, use or store on the Lot or the Common Property any inflammable liquid, chemical, gas or other inflammable material.

(2) This By Law does not apply to chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any other chemical, liquid or gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13. MOVING FURNITURE & OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

An Owner or Occupier of a Lot must not transport any furniture or large object through or on Common Property within the building unless sufficient notice has first been given to the Strata Committee so as to enable the Strata Committee to arrange for its nominee to be present at the time when the Owner or Occupier does so.

14. FLOOR COVERINGS

(1) An Owner of Lot must ensure that all floor space is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of an Owner or Occupier of another Lot.

(2) This By Law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15. GARBAGE DISPOSAL

An Owner or Occupier of a Lot:

(a) Must maintain within the Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, in clean and dry conditions and adequately covered, a receptacle for garbage; and

(b) Must ensure that before refuse is placed in the receptacle it is securely wrapped or in the case of tins and other containers, completely drained; and

(c) For the purpose of having garbage collected, must place receptacle within an area designed for that purpose by the Owners Corporation and at a time not more than 12 hours before the time which garbage is normally collected; and

(d) When garbage has been collected, must promptly return the receptacle to the Lot or other area referred to in paragraph (a); and

(e) Must not place any thing in the receptacle of the Owner or Occupier of any other Lot except with the permission of that Owner or Occupier; and

(f) Must promptly remove any thing which the Owner, Occupier or Garbage Collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

16. KEEPING OF ANIMALS

(1) Subject to Section 157 of the *Strata Schemes Management Act 2015*, an Owner or Occupier of a Lot must not, without the approval, in writing, of the Owners Corporation keep any animal on the Lot or Common Property.

(2) The Owners Corporation must not unreasonably withhold its approval of keeping any animal on a Lot or on the Common Property.

17. APPEARANCE OF LOT

(1) An Owner or Occupier of a Lot must not, without the written consent of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the lot, is not in keeping with the rest of the building.


(2) This By Law does not apply to the hanging of any washing, towels, clothing or other articles referred to in By Law 10.

18. NOTICE BOARD

An Owners Corporation must cause a notice board to be affixed to some part of the Common Property.

19. CHANGE IN USE OF LOT TO BE NOTIFIED

An Occupier of a Lot must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way which may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot or results in the Lot being used for commercial or industrial purposes rather than residential purposes).

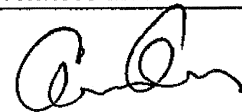


“A”

Special By Law 1 - Common Property Memorandum

Owners corporation responsibilities for maintenance, repair or replacement

<p>1. Balcony and courtyards</p>	<ul style="list-style-type: none"> (a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property
<p>2. Ceiling/Roof</p>	<ul style="list-style-type: none"> (a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner’s responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner’s responsibility) (c) guttering (d) membranes
<p>3. Electrical</p>	<ul style="list-style-type: none"> (a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems
<p>4. Entrance door</p>	<ul style="list-style-type: none"> (a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic



	<p>closer</p> <p>(c) security doors, other than those installed by an owner after registration of the strata plan</p>
5. Floor	<p>(a) original floorboards or parquetry flooring affixed to common property floors</p> <p>(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</p> <p>(c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</p> <p>(d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan</p>
6. General	<p>(a) common property walls</p> <p>(b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</p> <p>(c) any door in a common property wall (including all original door furniture)</p> <p>(d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)</p> <p>(e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</p> <p>(f) ducting cover or structure covering a service that serves more than one lot or the common property</p> <p>(g) ducting for the purposes of carrying pipes servicing more than one lot</p> <p>(h) exhaust fans outside the lot</p> <p>(i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</p> <p>(j) letter boxes within common property</p> <p>(k) swimming pool and associated equipment</p> <p>(l) gym equipment</p>
7. Parking / Garage	<p>(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan</p> <p>(b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</p> <p>(c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot</p> <p>(d) mesh between parking spaces, if shown by a thick line on the strata plan</p>
8. Plumbing	<p>(a) floor drain or sewer in common property</p> <p>(b) pipes within common property wall, floor or ceiling</p> <p>(c) main stopcock to unit</p>



	(d) storm water and on-site detention systems below ground
9. Windows	(a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot
2. Ceiling/Roof	(a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	(a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
5. Floor	(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquet flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
6. General	(a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher



	<ul style="list-style-type: none"> (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot
7. Parking / Garage	<ul style="list-style-type: none"> (a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)
8. Plumbing	<ul style="list-style-type: none"> (a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
9. Windows	<ul style="list-style-type: none"> (a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys





Address all communication to the Chief Executive Officer
Shellharbour City Council,
Locked Bag 155
Shellharbour City Centre, NSW 2529
DX 26402 Shellharbour City Centre
p. 02 4221 6111 f. 02 4221 6016
council@shellharbour.nsw.gov.au
www.shellharbour.nsw.gov.au

Applicant:

InfoTrack Pty Ltd
GPO BOX 4029
SYDNEY

ecertificates@infotrack.com.au

**PLANNING CERTIFICATE PURSUANT TO
SECTION 10.7 ENVIRONMENTAL PLANNING
AND ASSESSMENT ACT, 1979**

Applicants Reference: 325174

Certificate No: PL1908/2024

Print Date: 04 September 2024

LAND DESCRIPTION:

3/4 Murrah Close FLINDERS NSW 2529

Lot 3 SP 52532

Land ID: 21530

Disclaimer

Information contained in this certificate relates only to the land for which this certificate is issued on the day it is issued. This information is provided in good faith and the Council shall not incur any liability in respect of any such advice. Council relies on state agencies for advice and accordingly can only provide that information in accordance with the advice. Verification of the currency of agency advice should occur. For further information, please contact Council's Customer Service Section.

Title Information

Title information shown on this Planning Certificate is provided from Council's records and may not conform to information shown on the current Certificate of Title. Easements, restrictions as to user, rights of way and other similar information shown on the title of the land are not provided on this planning certificate.

Inspection of the land

The Council has made no inspection of the land for the purposes of this Planning Certificate.

.....
PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)

Matters contained in this certificate apply only to the land on the date of issue.

1. Name of Relevant Planning Instruments and DCPs

1.1 Which environmental planning instruments apply to the carrying out of development on the land?

Local Environmental Plan

Shellharbour Local Environmental Plan 2013.

Reference should also be made to NSW Legislation website www.legislation.nsw.gov.au for full details regarding this LEP.

State Environmental Planning Policies

SEPP - (Exempt & Complying Development Codes) 2008.

SEPP (Housing) 2021.

SEPP (Biodiversity & Conservation) 2021.

SEPP (Industry & Employment) 2021.

SEPP (Planning Systems) 2021.

SEPP (Primary Production) 2021.

SEPP (Resilience & Hazards) 2021.

SEPP (Resources & Energy) 2021.

SEPP (Transport & Infrastructure) 2021.

SEPP - (Precincts Regional) 2021.

SEPP - (Sustainable Buildings) 2022

Please see the NSW Department of Planning & Environment website www.planning.nsw.gov.au and the Legislation website www.legislation.nsw.gov.au for details on State Environmental Planning Policies.

.....
1.2 Which development control plans apply to the carrying out of development on the land?

The Shellharbour Development Control (DCP) is Council's only DCP and applies to all of the Shellharbour City Council area except for the land at Calderwood covered by State Environmental Planning Policy (Precincts - Regional) 2021 Appendix 5 Calderwood.

The DCP covers many forms of development including residential, commercial and industrial and will potentially apply to any development within the Shellharbour City Council area that requires development consent.

Section 4.15 of the *Environmental Planning and Assessment Act* lists a DCP as a matter for consideration in determining a development application.

Technical Policies

Shellharbour Drainage Design Handbook. Council developed and adopted the Shellharbour Drainage Design Handbook. Refer to the following link:

<https://www.shellharbour.nsw.gov.au/plan-and-build/planning-controls-and-guidelines/shellharbour-engineering-code#:~:text=The%20Shellharbour%20Engineering%20Code%20provides%20guidelines%20for%20the,infrastructure%20within%20the%20Shellharbour%20Local%20Government%20Area%20%28LGA%29>

1.3 Which proposed environmental planning instruments apply to the carrying out of development on the land that is or has been the subject of community consultation or public exhibition?

Planning Proposal – Local Environmental Plans

No exhibited Draft Local Environmental Plans.

Draft State Environmental Planning Policies

Changes to create Low & Mid Rise Housing

The Explanation of Intended Effect (EIE) was publicly exhibited by the Department of Planning and Environment until 23/02/2024. It proposes changes to:

- the E2 Commercial Centre zone; and
- E1 Local Centre zones - but only if they contain a wide range of frequently needed goods and services such as full line supermarkets, shops and restaurants.

It also proposes changes to:

- the R2 Low Density Residential Zone and R3 Medium Density Residential Zone where they are located within a certain distance of:

-
- a railway station;
 - the E2 Commercial Centre zone; and
 - E1 Local Centre zones - but only if they contain a wide range of frequently needed goods and services such as full line supermarkets, shops and restaurants.

Please refer to the Department of Planning and Environment website for more information by cut and pasting the following for a search:

Diverse and well-located homes | Planning (nsw.gov.au)

Improving Planning Processes to Deliver Infrastructure Faster (March 2024)

The EIE was publicly exhibited by the Department of Planning, Housing and Infrastructure until 16 April 2024.

The proposed changes include amendments to the SEPP Transport and Infrastructure 2021, SEPP Planning Systems 2021 and SEPP Precincts-Western Parkland City 2021 to streamline the planning approval processes for various infrastructure, transport, education, health, emergency services and environmental management related land uses.

Please refer to the Department of Planning, Housing and Infrastructure website for more information:

<https://www.planningportal.nsw.gov.au/draftplans/exhibition/explanation-intended-effect-improving-planning-processes-deliver-infrastructure-faster>

Complying Development for Farm Buildings, Rural Sheds and Earthworks on Rural Lands.

The Explanation of Intended Effect (EIE) has been prepared by the Department of Planning, Housing and Infrastructure (DPHI).

It proposes changes to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Codes SEPP) for earthworks and farm building provision in the Inland and Rural Housing Codes.

Please refer to the DPHI website for more information:

<https://www.planningportal.nsw.gov.au/draftplans/exhibition/proposed-changes-complying-development-farm-buildings-rural-sheds-and-earthworks>

Exhibited Technical Policies

There are no Exhibited Technical Policies on this land.

1.4 Which proposed development control plans apply to the carrying out of development on the land that is or has been the subject of community consultation or public exhibition?

No exhibited draft Development Control Plans apply to the land.

.....
1.5 In this clause 1.3 and 1.4 do not apply in relation to a proposed environmental planning instrument or a draft development control plan if it has been more than 3 years since the end of the public exhibition for the proposed instrument or draft plan, or for a proposed environmental planning instrument, the Planning Secretary has notified Council that the making of the proposed instrument has been deferred indefinitely or has not been approved

1.6 In this clause, proposed environmental planning instrument means a draft environment planning instrument and includes a planning proposal for a LEP.

2. ZONING AND LAND USE UNDER RELEVANT LEPs

For each environmental planning instrument or draft environmental planning instrument referred to in clause 1 above that includes land in a zone:

2.1 What is the identity of the zoning for the land?

Shellharbour LEP 2013 - R2 Low Density Residential.

2.2 For what purposes may development be carried out within the zone without development consent?

Shellharbour LEP 2013 - R2: Home occupations.

2.3 For what purposes may development not be carried out within the zone except with development consent?

Shellharbour LEP 2013 - R2: Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Jetties; Multi dwelling housing; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Water reticulation systems.

2.4 For what purposes is development prohibited within the zone?

Shellharbour LEP 2013 - R2: Any development not specified in clause 2.2 or 2.3.

2.5 Whether additional permitted uses apply to land?

Shellharbour LEP 2013 - No.

2.6 Are there any development standards applying to the land which fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions?

Shellharbour LEP 2013 - No.

Note: A minimum lot size applies to all land shown on the Lot Size Map and/or as

.....
outlined in Shellharbour LEP 2013 written instrument.

Note: A clause for the subdivision of certain split zoned land applies as outlined in the Shellharbour LEP 2013 written instrument.

2.7 Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?

Shellharbour LEP 2013 - No.

2.8 Is the land in a conservation area?

Shellharbour LEP 2013 - No.

2.9 Is an item of environmental heritage situated on the land?

Shellharbour LEP 2013 - No.

3. CONTRIBUTIONS

3.1 The name of each contributions plan under the Act, Division 7.1 that applies to the land, including draft contributions plans?

Shellharbour Local Infrastructure Contributions Plan 2019 (9th Review)
(Amendment 1).

3.2 If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 - the name of the region and the name of the Ministerial planning order in which the region is identified.

Environmental Planning and Assessment (Housing and Productivity Contribution)
Order 2023 - Illawarra-Shoalhaven Region

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

Not applicable.

4. COMPLYING DEVELOPMENT

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

4.2 If complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

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

Housing Code

Complying development under the Housing Code MAY be carried out on the land.

Rural Housing Code

Complying development under the Rural Housing Code MAY be carried out on the land.

Agritourism and Farm Stay Accommodation Code

Complying development under the Agritourism and Farm Stay Accommodation MAY be carried out on the land.

Low Rise Housing Diversity Code

Complying development under the Low Rise Housing Diversity Code MAY be carried out on the land.

Greenfield Housing Code

Complying Development under the Greenfield Housing Code MAY NOT be carried out on the land.

Housing Alterations Code

Complying development under the Housing Alterations Code MAY be carried out on the land.

General Development Code

Complying development under the General Development Code MAY be carried out on the land.

Industrial and Business Alterations Code

Complying development under the Industrial and Business Alterations Code MAY be carried out on the land.

Industrial and Business Buildings Code

Complying development under the Industrial and Business Buildings Code MAY be carried out on the land.

.....
Container Recycling Facilities Code

Complying development under the Container Recycling Facilities Code MAY be carried out on the land.

Subdivisions Code

Complying development under the Subdivision Code MAY be carried out on the land.

Demolition Code

Complying Development under the Demolition Code MAY be carried out on the land.

Fire Safety Code

Complying development under the Fire Safety Code MAY be carried out on the land.

5 EXEMPT DEVELOPMENT

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

5.2 If exempt development may not be carried out on the land because of the provisions of clauses 1.16(1) (b1) to (d) or 1.16A, the reasons why it may not be carried out under those clauses.

5.3 If the council does not have sufficient information to ascertain the extent to which exempt 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, a statement that a restriction applies to the land, but it may not apply to all of the land, and that the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

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

Exempt development **may** only be carried out on the land if it complies with State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

6.1 Is an affected building notice, of which council is aware, in force in respect of the land?

No.

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

No.

6.3 Has any notice of intention to make a building product rectification order, of which council is aware, been given in respect of the land and is outstanding?

No.

6.4 In this clause, affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4 and building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

7. LAND RESERVED FOR ACQUISITION

7.1 Does any environmental planning instrument or proposed environmental planning instrument referred to in item 1 above make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the *Environmental Planning & Assessment Act*?

Shellharbour LEP 2013 - No.

8. ROAD WIDENING AND ROAD ALIGNMENT

8.1 Is the land affected by any road widening or road realignment under:

(a) The Roads Act 1993, Part 3, Division 2?

No.

(b) Any environment planning instrument?

No.

(c) Any resolution of the Council?

No.

9 FLOOD RELATED DEVELOPMENT CONTROLS

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

No.

Council has no record indicating that the land may be located within a flood prone area. If you have any doubt as to whether the land is affected by flooding, the services of a suitably qualified Consulting Engineer should be obtained.

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

No.

Council has no record indicating that the land may be located within a flood prone area. If you have any doubt as to whether the land is affected by flooding, the services of a suitably qualified Consulting Engineer should be obtained.

9.3 In this section — flood planning area has the same meaning as in the Flood Risk Management Manual.

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

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

10. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Is the land affected by an adopted policy that restricts the development of the land because of the likelihood of:

10.1 Landslip

No.

10.2 Bushfire

Yes, Shellharbour DCP

10.3 Tidal Inundation

No.

10.4 Subsidence

No.

10.5 Acid Sulphate Soils

No.

10.6 Contamination

No.

10.7 Aircraft Noise

No.

.....
10.8 Salinity

No.

10.9 Coastal Hazards

No.

10.10 Sea Level Rise

No.

10.11 Any Other Risk

No.

10.12 In this clause, adopted policy means a policy adopted by the Council or by another public authority, if the public authority has notified the Council that the policy will be included in a planning certificate issued by the Council.

11. BUSH FIRE PRONE LAND

11.1 Is any of the land bushfire prone land as designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bushfire prone land? If none of the land is bushfire prone land, a statement to that effect.

Part of the land is bush fire prone.

12. LOOSE FILL ASBESTOS INSULATION

12.1 Does the land include any residential premises within the meaning of the Home Building Act 1989, Part 8, Division 1A that are listed on the Register that is required to be maintained under that Division?

Council is not aware that the land is on the register. You should make your own enquiries with NSW Fair Trading and search the register available on their website to confirm this information.

13. MINE SUBSIDENCE

13.1 Is the land proclaimed to be a mine subsidence district within the meaning of Coal Mine Subsidence Compensation Act 2017?

No.

.....
14. PAPER SUBDIVISION INFORMATION

- 14.1 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 ballot.**

Not applicable.

- 14.2 The date of any subdivision order that applies to the land.**

Not applicable.

- 14.3 Words and expressions used in the clause have the same meaning as in the Environmental Planning & Assessment Regulation, Part 10 and the Act, Schedule 7.**

15. PROPERTY VEGETATIONS PLAN

- 15.1 Does an approval property vegetation plan under the *Native Vegetation Act 2003* Part 4 apply to the land, being a plan to which the council has been notified of its existence by the person or body that approved the plan under that Act?**

No.

16. BIODIVERSITY STEWARDSHIP SITES

- 16.1 Is the land a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016* Part 5, that council has been made aware of by the Biodiversity Conservation Trust?**

No.

Note: Biodiversity Stewardship agreements including biobanking agreements under the Threatened Species Conservation Act 1995 Part 7A that are taken to be biodiversity stewardship agreements under the Biodiversity Conservation Act 2016, Part 5.

17. BIODIVERSITY CERTIFIED LAND

- 17.1 Is the land biodiversity certified land under the *Biodiversity Conservation Act 2016* Part 8?**

No.

Note: Biodiversity certified land includes land certified under the Threatened Species Conservation Act 1995, Part 7AA that is taken the certified under the Biodiversity Conservation Act 2016, Part 8.

.....
18. **ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006**

- 18.1 Has an order been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land, being an order to which the council has been notified of?

No.

19. **ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS**

- 19.1 If the Coastal Management Act 2016 applies to the Council, whether the owner, or any previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works?

Not applicable.

- 19.2 In this clause, existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

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 1 January 2011.

20. **WESTERN SYDNEY AEROTROPOLIS**

- 20.1 Chapter 4 of the State Environmental Planning Policy (Precincts – Western Parkland City) 2021 does not apply to the Shellharbour Local Government Area

21. **DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING**

- 21.1 If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, have any conditions of consent been granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, clause 88(2)?

No.

22. **SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

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

No.

.....
22.2 The period for which the certificate is current is?

Not Applicable.

If there is a certificate, copy of the certificate can be obtained from the Department.

22.3 If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, have any conditions of development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1)?

No.

22.4 Are there any conditions of development consent in relation to the land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1)?

No.

22.5 In this clause, former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

23. WATER OR SEWERAGE SERVICES

If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

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

No. This clause does not currently apply within Shellharbour Local Government Area.

.....
**NOTE: MATTERS PRESCRIBED BY SECTION 59(2) OF THE CONTAMINATED
LAND MANAGEMENT ACT 1997 (CLM Act)**

(a) Is the land significantly contaminated land within the meaning of the
CLM Act at the date of this certificate?

No.

(b) Is the land subject to a management order within the meaning of the
CLM Act at the date of this certificate?

No.

(c) Is the land the subject of an approved voluntary management proposal
within the meaning of the *CLM Act* at the date of this certificate?

No.

(d) Is the land the subject of an ongoing maintenance order within the
meaning of the *CLM Act* at the date of this certificate?

No.

(e) Is the land the subject of a site audit statement within the meaning of the
CLM Act (such a statement having been provided to Council at any
time)?

No.

PART B: NOTATIONS

There are no Part B notations on this property.

For further information please contact the
Land & Information Services on
(02) 4221 6111

Authorised by:
Mike Archer
Chief Executive Officer

Sewer Service Diagram

Application Number: 8003691645

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF SHELL SUBURB OF SHELL Copy of Diagram No. 91566

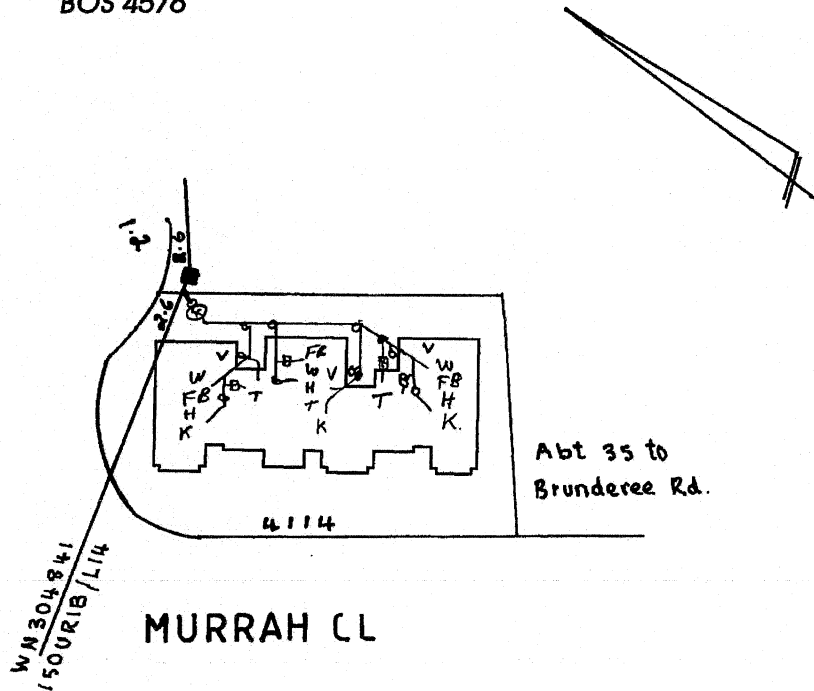
INDICATES - DRAINAGE FITTINGS		SYMBOLS AND ABBREVIATIONS		INDICATES - PLUMBING FIXTURES AND/OR FITTINGS	
■	Manhole	☒ P	P. Trap	CO	Clear Out
□	Chr. Chamber	☒ R	Reflux Valve	OV	Vent Pipe
●	L.H. Lamphole	◊	Cleaning Eye	T	Tube
⊠	Boundary Trap	○	Vert. Vertical Pipe	K	Kitchen Sink
⊙	Inspection Shaft	IP	Induct Pipe	W	Water Closet
●	Pit	MF	Mica Flap	B	Bath Waste
⊠	G Grease Interceptor	Jn.	Junction	H	Handbasin
⊠	Gully	● RP	Rodding Point		

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate of Compliance as not all work may have been supervised.

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-Law 8, Clause 3).

BOS 4576



P.N. 4378930

Scale: Approx. 1:500

Distances/depths in metres

pipe diameters in millimetres

W.s Ur.s Sewer Ref. Sheet No.	DRAINAGE Inspected by	Date of Issue	PLUMBING Inspected	YES	NC
	Inspector	Outfall <u>Shell</u>	Inspector		
	Cert. of Compliance No.	Drainer	Cert. of Compliance No.		
	Field Diagram Examined by	Plumber	For Regional Manager		
	Tracing Checked by	Boundary Trap is not required			

Connection Date:

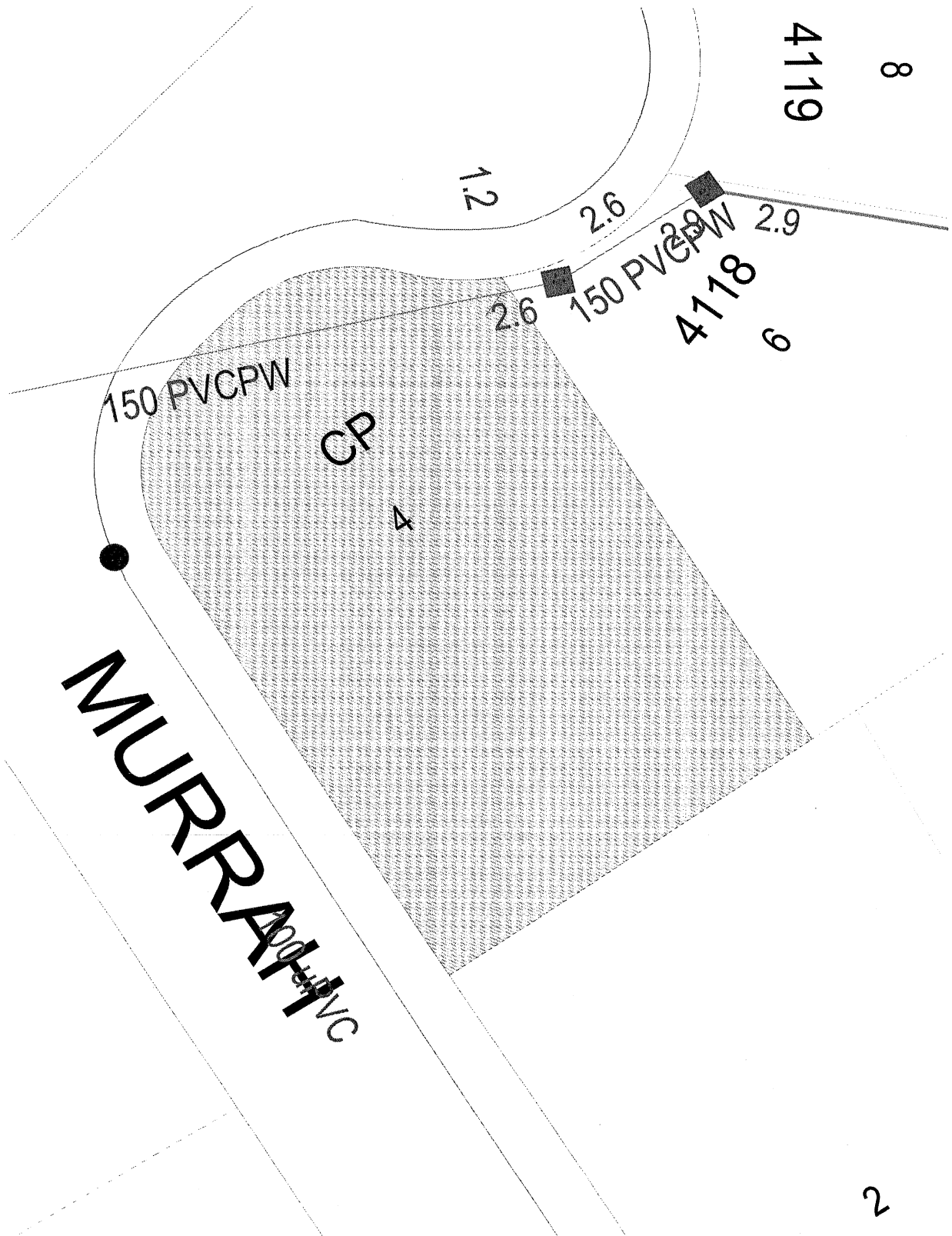
Form 77-644 (A4 No. 1) (May '98) Water Board P

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Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

Service Location Print
Application Number: 8003691644



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Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshalt EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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