

Contract for the sale and purchase of land - 2022 edition

| TERM | MEANING OF TERM | NSW DAN: |
|--|--|---|
| vendor's agent | COASTSIDE FIRST NATIONAL 18/23 Addison Street Shellharbour NSW 2529 | phone (02) 4295 5033 fax ref |
| co-agent | Not Applicable | phone fax ref |
| vendor | TRENT JOHN FITZGERALD and JESSICA KAREN HANNAN 34 Loftus Drive, Barrack Heights NSW 2528 | |
| vendor's solicitor | KELLS 12 College Avenue, Shellharbour NSW 2529 PO Box 156, Shellharbour City Centre NSW 2529 email: kduffy@kells.com.au | phone (02) 4295 8400 fax ref KD2:20250163 |
| date of completion | 42nd day after the contract date (clause 15) | |
| Land (address, plan details and title reference) | 34 LOFTUS DRIVE, BARRACK HEIGHTS NSW 2528 Registered Plan: Lot 388 in Deposited Plan 243276 Folio Identifier 388/243276 | |
| improvements | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input checked="" 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: garden shed, pergola, awning | |
| attached copies | <input checked="" type="checkbox"/> documents in the List of Documents as marked or 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.

| | |
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| inclusions | <input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" 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 checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: dryer, smoke alarms |
| exclusions | |
| purchaser | |
| purchaser's | phone |
| <input type="checkbox"/> solicitor | fax |
| <input type="checkbox"/> conveyancer | ref |
| | email: |
| 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

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

Nominated Electronic Lodgement Network ELN (clause 4) PEXA

Manual transaction (clause 30) NO yes

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

Parties agree that the deposit be invested (clause 2.9) NO yes

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

Land tax is adjustable NO yes

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

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

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

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

Purchaser must make an *GSTRW payment*: NO yes (if yes, vendor must provide further 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) – further 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

| | |
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| <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 sewerage 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 checked="" 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 and 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 documents relevant to off the plan contract</p> <p>Other</p> <p><input type="checkbox"/> 60 Other: Not Applicable</p> |
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HOLDER OF STRATA OR COMMUNITY TITLE 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:

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| 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 | 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 |
|---|--|

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)

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| 1.1 | In this contract, these terms (in any form) mean – |
| <i>adjustment date</i> | the earlier of the giving of possession to the purchaser or completion; |
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>authorised Subscriber</i> | a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8; |
| <i>bank</i> | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| <i>business day</i> | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| <i>cheque</i> | a cheque that is not postdated or stale; |
| <i>clearance certificate</i> | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion; |
| <i>completion time</i> | the time of day at which completion is to occur; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>deposit-bond</i> | a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> ● 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</i> by a <i>party</i> ; |
| <i>GST Act</i> | A New Tax System (Goods and Services Tax) Act 1999; |
| <i>GST rate</i> | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| <i>GSTRW payment</i> | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>); |
| <i>GSTRW rate</i> | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 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> ; |

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

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ADDITIONAL CONDITIONS ATTACHED TO THE CONTRACT FOR SALE OF LAND

33. Inconsistencies between clauses

- 33.1 If there is any inconsistency between any of the clauses 1 to 32 inclusive and the following clauses, then the provisions of the following clauses prevail.

34. Amendments to the standard form contract

- 34.1 Clause 7.1.1 is amended by replacing "5%" with "1%".
- 34.2 Clause 14.4.2 is deleted.
- 34.3 Clause 23.6.1 is deleted and replaced with "The vendor is liable for all payments due prior to the contract date."
- 34.4 Clause 23.6.2 is deleted and replaced with "The purchaser is liable for all payments due on and after the contract date."
- 34.5 Clause 23.14 is amended by replacing 7 days with 1 day.
- 34.6 Clause 31.2 is deleted.

35. Notice to complete

- 35.1 If this contract is not completed on the date of completion as specified in this contract:
- 35.1.1 the Vendor can *serve* a notice to require the Purchaser to complete within not less than 14 days after service of the notice and to make the time for doing so essential;
- 35.1.2 the Purchaser can *serve* a notice to require the Vendor to complete within not less than 14 days after service of the notice and to make the time for doing so essential.
- The periods referred to in this clause are deemed reasonable for all purposes.
- 35.2 The *party* serving a notice under this clause can withdraw that notice and subsequently *serve* a further notice instead of that notice.
- 35.3 If the Vendor has issued a notice to complete under clause 35.1.1, an additional sum of \$330.00 (GST inclusive) on account of the Vendor's additional legal expenses incurred is payable by the Purchaser on completion.
- 35.4 The payment of the sum referred to in clause 35.3 is an essential term of this Contract and the Purchaser cannot require the Vendor to complete unless costs payable under this clause are paid to the Vendor on completion.

36. Interest

- 36.1 If completion does not occur on or before the date for completion as a result of the breach or default of the Purchaser, the Purchaser must pay to the Vendor on completion:
- 36.1.1 interest on the balance of the price at the rate of 10% per annum calculated at a daily rate from the completion date to the actual date of completion (*interest period*); and
- 36.1.2 the sum of \$330.00 (GST inclusive) to cover additional legal costs and other expenses incurred as a consequence of the delay.

- 36.2 Clause 36.1 does not apply in respect of any part of the *interest period* during which completion has been delayed due to the fault of the Vendor.
- 36.3 The payment of the sum referred to in clause 36.1 is an essential term of this Contract and the Purchaser cannot require the Vendor to complete unless the costs payable under this clause are paid to the Vendor on completion.

37. Termination and Rescission

- 37.1 If a *party* to this Contract is an individual who before completion:
- 37.1.1 dies; or
- 37.1.2 becomes incapable of managing its own affairs due to unsoundness of mind, then the Vendor may *rescind* this contract and the provisions of clause 19 shall apply.

38. Agent

- 38.1 The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the *property* directly or indirectly by any real estate agent (other than the agent (if any) nominated in this contract) or any other person.
- 38.2 If the Purchaser breaches the warranty in clause 38.1, the Purchaser indemnifies the Vendor against any claims, suits, demands and actions by any agent or any other party entitled to claim commission as a result of this sale, other than the agent (if any) nominated in the contract.
- 38.3 This clause shall not merge on completion.

39. Guarantee

- 39.1 If the Purchaser is a corporation (and not listed on any Australian stock exchange), it must ensure that two natural persons who are:
- 39.1.1 over the age of 18 years; and
- 39.1.2 director(s) and/or substantial shareholders of the Purchaser, execute and deliver to the Vendor's solicitors on the date of this contract the form of guarantee attached to this Contract as Annexure A.

40. Purchaser acknowledgements

- 40.1 The Purchaser acknowledges that the provisions set out in this Contract contain the entire agreement between the parties and the Purchaser shall not be entitled to rely upon any discussion, document or representation which purports to amend the effect of any of the provisions of this Contract.
- 40.2 The Purchaser acknowledges that in entering into this Contract, they are relying on their own inspections, enquires and knowledge of the *property* and do not rely on any warranty, representation or conduct of the Vendor or any person acting on the Vendor's behalf except those expressly provided in this Contract.
- 40.3 The Purchaser acknowledges that they are purchasing the *property* in its present state of repair and condition and will make no objection, requisition or claim for compensation concerning the state of repair or condition of the property or any latent or patent defect(s) in the *property*.

41. Deposit Paid in Cooling Off Period

41.1 Notwithstanding any other provision of this contract, if the cooling off period applies then the vendor agrees to accept the deposit being paid by the purchasers in two instalments as follows:

41.1.1 An amount that is equivalent to 0.25% of the price on or before the making of this contract; and

41.1.2 The balance of the deposit must be paid no later than the date that the cooling off period expires

and both vendor and purchaser acknowledge that this time is an essential term of this contract.

42. Cooling Off Period

42.1 When the purchaser requests the vendor to extend any cooling-off period, it is an essential term that on completion of this contract the purchaser shall pay to the vendor the sum of \$220.00 inclusive of GST for each extension requested, to reimburse the vendor for the additional legal costs incurred by the vendor in connection with the request for the extension of the cooling-off period, whether or not the vendor agrees with the request.

42.2 Where the purchaser rescinds this contract pursuant to the cooling-off period legislation, a certified copy of this special condition submitted to the deposit holder shall be sufficient authority for the deposit holder to release this amount from any deposit held by the deposit holder that is to be refunded to the purchaser.

43. Vendor disclosure

43.1 For the purposes of the Conveyancing (Sale of Land) Regulation 2022 the vendor discloses the following to the purchaser:

43.1.1 the covered outdoor area is not council approved; and

43.1.2 the brick wall at the front of the carport adjoining onto the neighbours fence is not council approved.

43.2 The purchaser acknowledges that he has, prior to entering into this contract, made his own inspection and enquiries in relation to the matters disclosed.

43.3 Notwithstanding anything else contained in this contract, statutory law or regulation, the purchaser shall not be entitled to raise any objection, requisition or claim for compensation, rescind or terminate this contract arising from any matter disclosed in this clause.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Trent John Fitzgerald & Jessicas Karen Hannan
Purchaser:
Property: 34 Loftus Drive, Barrack Heights
Dated: 20 January 2025

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
 - (g) Has the vendor or the tenant of the premises taken any steps to seek any benefit or protection under any law enacted in response to the COVID-19 pandemic? If so, please provide details of the steps taken and of the progress or outcome of any negotiations or hearing.
 - (h) Has there been any application for land tax relief or residential tenancy support payment? If so, please provide details.
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

10. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
12. If any land tax certificate or property tax status certificate under the *Property Tax (First Home Buyer Choice) Act 2022* (NSW) shows a charge for land tax or property tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

13. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a

- copy in advance.
- (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- (f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
- 16.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?
17. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 18(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?
- Affectations/Benefits**
- 19.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
21. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?

- (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
22. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
23. (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 (b) If so, do any of the connections for such services pass through any adjoining land?
 (c) Do any service connections for any other property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 5 business days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
28. If any document created for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. Searches, surveys and enquiries must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

32. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
- (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
- (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.
- (d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?
- (e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.



FOLIO: 388/243276

| SEARCH DATE | TIME | EDITION NO | DATE |
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| 20/1/2025 | 2:06 PM | 8 | 8/12/2017 |

LAND

LOT 388 IN DEPOSITED PLAN 243276
AT BARRACK HEIGHTS
LOCAL GOVERNMENT AREA SHELLHARBOUR
PARISH OF TERRAGONG COUNTY OF CAMDEN
TITLE DIAGRAM DP243276

FIRST SCHEDULE

TRENT JOHN FITZGERALD
JESSICA KAREN HANNAN
AS JOINT TENANTS (T AM955284)

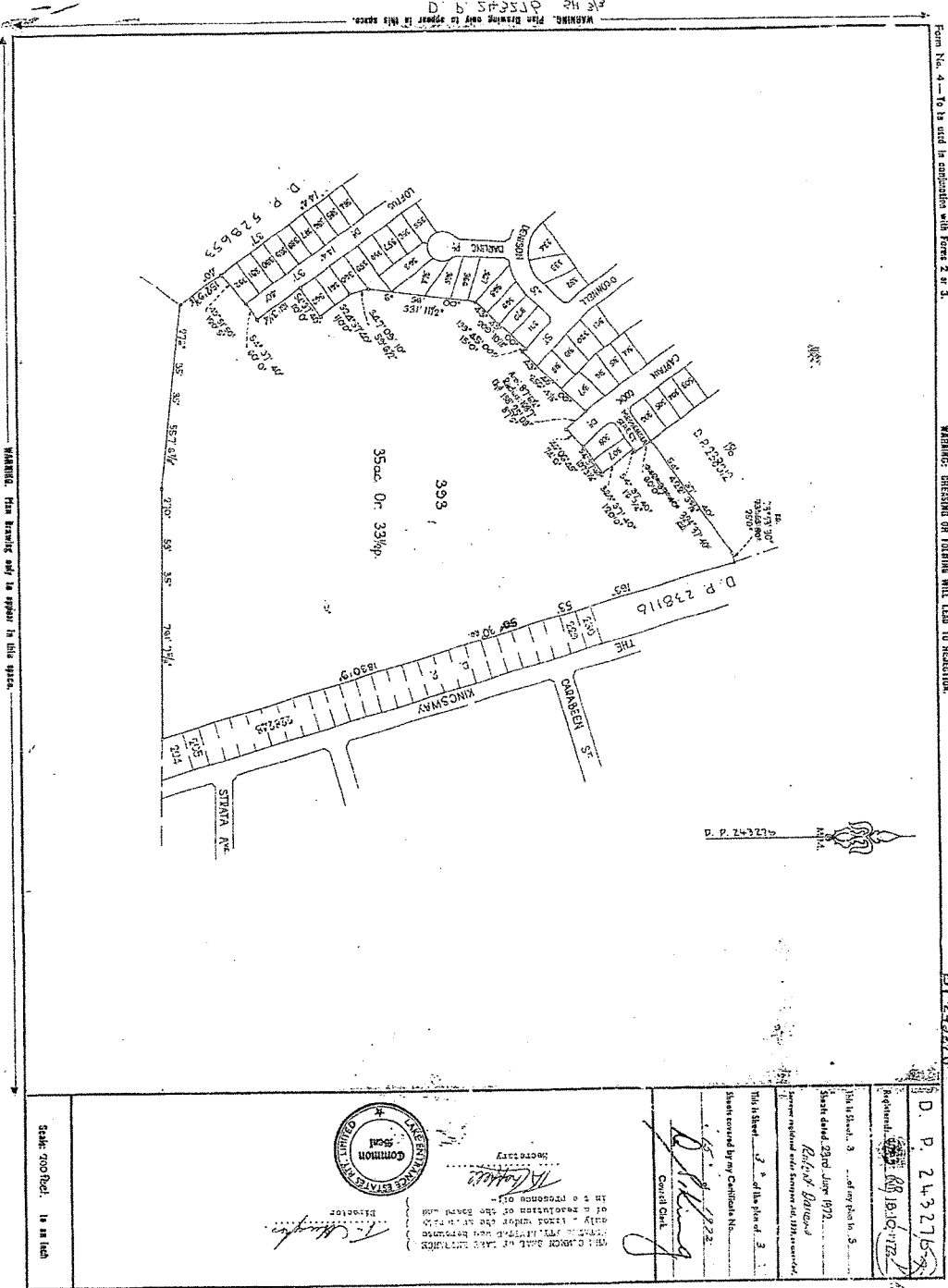
SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 L125571 COVENANT
- 3 DP243276 EASEMENT TO DRAIN WATER AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM
- 4 N285747 COVENANT
- 5 AM955285 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



Form No. 4-1 to be used in conjunction with Form 2 or 3.

WARNING: CROSSING OR COLLING WILL LEAD TO REJECTION.

D.P. 243276

WARNING: Plan drawing only to appear in this issue.
 AMENDMENTS OR ADDITIONS TO BE MADE IN INDICATED GENERAL'S OFFICE.

1. Under Revised Design, Register General for New South Wales, certifies that this report complies with the provisions of the Land Use Management Act 1977.



D. P. 243276

Registered Plan No. 18101722

Plan No. 3 of 3 of the plan No. 3

Registered under the Land Use Management Act 1977

Registered by my Certificate No. 110

Secretary: *[Signature]*

Director: *[Signature]*

Scale: 1:1000 Feet: 1 in 100 feet

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Ref:12047 /Src:M

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M951894

NO FEE
20.10.72

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

(Sheet 1 of 1 sheets)

PART 1

Plan: DP DP243276 -

Subdivision covered by Council
Clark's Certificate No. 15
of 1972.

Full name and address
of the proprietor of
the land.

Lake Entrance Estates Pty.Limited
73 Wentworth Street,
Port Kembla.

1. Identity of easement
or restriction firstly
referred to in above-
mentioned plan:

Easement to drain water 6 feet
wide.

Schedule of Lots, etc. affected

| <u>Lots burdened</u> | <u>Lots, name of road, or Authority, benefited</u> |
|----------------------|--|
| 387 | The Municipality of Shellharbour |
| 388 | The Municipality of Shellharbour |

2. Identity of easement
or restriction secondly
referred to in above-
mentioned plan:

Easement to drain water 12 feet
wide.

Schedule of Lots, etc. affected

| <u>Lots burdened</u> | <u>Lots, name of road, or Authority, benefited</u> |
|----------------------|--|
| 309 | O'Connell Street |
| 326 | O'Connell Street |
| 327 | Denison Street |
| 339 | Denison Street |

PART 2

1. Terms of Easement to drain water 6 feet wide firstly referred to in
abovementioned plan.

Easement to drain water as set out in Part III of Schedule ^{IVA} of the
Conveyancing Act 1919/1964.

2. Terms of Easement to drain water 12 feet wide secondly referred to in
abovementioned plan.


Easement to drain water as set out in Part III of Schedule ^{VIII} of the
Conveyancing Act 1919/1964.

THE COMMON SEAL of LAKE ENTRANCE ESTATES
PTY. LIMITED was hereunto duly affixed
under the authority of a resolution of
the Board and in the presence of:-

T. Hughes
T. Hughes
Director

M. Chappell
Secretary



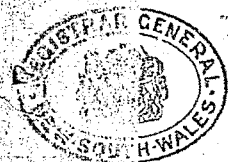
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| <p>AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE.</p> | <p>This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 27th May, 1986</p>  | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; text-align: center;"> <tr> <td>10</td><td>20</td><td>30</td><td>40</td><td>50</td><td>60</td><td>70</td><td>80</td><td>90</td><td>100</td><td>110</td><td>120</td><td>130</td><td>140</td> </tr> <tr> <td colspan="14">Table of mm</td> </tr> </table> | | 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | Table of mm | | | | | | | | | | | | | |
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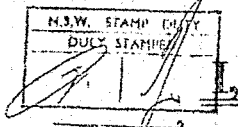


New South Wales

Fees:—
Lodgment
Endorsement

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



GEORGE SINCLAIR BREWSTER of "Lakeholm", Warilla, Farmer,

11200
19/7/68

This form may be used where the provisions of the Real Property Act, 1900, apply to the transfer of land or the creation of a mortgage or other interest in land.

It should be filled in by the transferor or the transferee, as the case may be, and should be filed in the Registrar's Office.

The Registrar's Office will not accept a transfer of land unless the transfer is accompanied by a copy of the title plan of the land to be transferred, and a copy of the title plan of the land to be mortgaged, if the mortgage is to be registered.

All forms should be filled up before the transfer is made.

If a fee is payable, it should be paid to the Registrar's Office before the transfer is made.

_____ (herein called transferor)
being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of ONE HUNDRED AND SEVENTY-TWO THOUSAND DOLLARS (\$172,000.00) (the receipt whereof is hereby acknowledged) paid to me by

LAKE ENTRANCE ESTATES PTY. LIMITED do hereby transfer to

the said LAKE ENTRANCE ESTATES PTY. LIMITED a Company duly incorporated under the provisions of the Companies Act, 1901, and having its registered office at 77 Wentworth Street, Port Kembla, _____ (herein called transferee)

ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

| County | Parish | Reference to Title | | | Description of Land (if part only) |
|---------------|------------------|--------------------|------|------|------------------------------------|
| | | Whole or Part | Vol. | Fol. | |
| <u>CAMDEN</u> | <u>TERRAGONG</u> | <u>WHOLE</u> | 3442 | 71 | |

A Stamp in BLOCK LETTERS the full name, postal address and occupation of the persons to whom the land is transferred, and if more than one, all their names, hold as joint tenants or as tenants in common.

The description may refer to the description of the land in a certificate of title or grant (e.g. "all the residue after mortgage") or may refer to a parcel shown in a Town or Parish Map issued by the Registrar of Lands or shown in a plan filed in the Office of the Registrar General (e.g. "Lot 1 of Section 111").

Under the provisions of Reg. 53, Conveyancing Act (Regulations, 1961), a plan may not be registered unless it is endorsed on the title plan.

2

And the transferee covenant(s) with the transferor

The Transferee for itself and its successors in title covenants with the Transferor his executors administrators and assigns for the benefit of any adjoining land owned by the Transferor namely Lot 2 in Deposited Plan No.518610 but only during the ownership thereof by the Transferor his executors administrators and assigns other than Purchasers on sale that no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the Transferor his executors administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the Transferor his executors administrators or assigns and in favour of any person dealing with the Transferor or its assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. And this restriction may be released varied or modified by the Registered Proprietors for the time being of such adjoining land.

* Strike out if unnecessary, or suitably adjust,

(i) if any easements are to be created or any exceptions to be made or

(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO.

N I L.

e A very short note will suffice

K 1165-7 S: 437-

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 103 (1) (2) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) In any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) In the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) In any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Councillor, or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Consul-General, Consul, Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

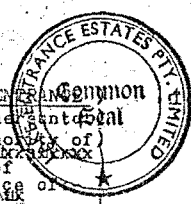
To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

Signed at Wallungah the 15th day of July 1968

Signed in my presence by the transferor
GEORGE SINCLAIR BREWSTER
WHO IS PERSONALLY KNOWN TO ME

G. S. Brewster
Transferor.*

Andrew R. [Signature]
Secretary
Wallungah



THE COMMON SEAL of LAKE ESTATE COMMON ESTATES PTY. LIMITED was hereunto duly affixed under the authority of a Resolution of the Board of Directors and in the presence of

[Signature]
Secretary.

it hereby certifies accepted, and declares that this Transfer to be correct for the purposes of the Real Property Act.

[Signature]
Director Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.*

Signed at the day of 19
Signed in the presence of—

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.*

Appeared before me, at , the day of , one thousand and the attesting witness to this instrument, , the person and declared that he personally knew signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty, also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

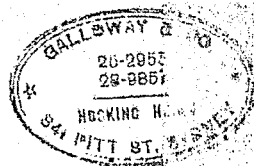
No alterations should be made by erasure. The words rejected should be scored through with the pen, and these substituted written over them, the alteration being verified by signature or initials in the margin, or noted in the attestation.

No. L125571

Lodged by

Address

Phone No.



PARTIAL DISCHARGE OF MORTGAGE.

(N.B.—Before execution read marginal note.)

1.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the mortgage. The mortgage should contain a formal discharge when the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 _____

Signed in my presence by _____

who is personally known to me

Mortgagee.

DOCUMENTS LODGED HEREWITH
To be filled in by person lodging dealing

| | |
|-----------------|---|
| 1. <i>White</i> | } Received Documents Nos. Receiving Clerk |
| 2. _____ | |
| 3. _____ | |
| 4. _____ | |
| 5. _____ | |
| 6. _____ | |
| 7. _____ | |

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

| | |
|-----------------------|---|
| Indexed | MEMORANDUM OF TRANSFER <i>of Covenant</i> |
| Checked by | Particulars entered in Register Book <i>6-8-1968</i> |
| Passed (th S.D.B.) by | at <i>2pm</i> |
| Signed by | <i>Jawatson</i> Registrar General |

PROGRESS RECORD

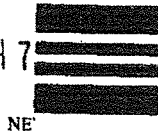
| | Initials | Date |
|-----------------------|----------|------|
| Sent to Survey Branch | | |
| Received from Records | | |
| Draft written | | |
| Draft examined | | |
| Diagram prepared | | |
| Diagram examined | | |
| Draft forwarded | | |
| Supt. of Engrossers | | |
| Cancellation Clerk | | |
| Vol. | Fol. | |

12047 /Src:M

RP 13A



N 285747



11 12 02

MEMORANDUM OF TRANSFER
REAL PROPERTY ACT, 1900

OFFICE USE ONLY
\$ = 0005
\$ 12

This form is for use where the short form of transfer is available. Typewriting and handwriting should be clear, legible and in permanent black non-fading ink. No alterations should be made by eraser; the words rejected must be ruled through and verified by signature or initials in the margin.

(a) Full name, address and occupation of transferor.

(a) LAKE ENTRANCE ESTATE PTY. LIMITED (A Company duly incorporated under the Companies Act 1961 and having its registered office at 73 Wentworth Street, Port Kembla.

hereinafter referred to as the TRANSFEROR

(b) If a fee estate strike out in fee simple and add appropriate estate.

being registered proprietor of an estate in fee simple^(b)

in the land hereinafter described, subject to the following encumbrances and interests

(c) A short note will suffice. If an encumbrance is not yet registered particulars sufficient for identification must be furnished.

(c) Covenant created by Transfer No. L125571
Easement for drainage created in registration of Deposited Plan Number 243276

in consideration of FOUR THOUSAND NINE HUNDRED AND NINETY FIVE DOLLARS 4,995.00

(d) Insert appropriate words. If desired, this space may be used in the case of a transfer by direction.

(the receipt whereof is hereby acknowledged), paid to the transferor by^(d) THOMAS and MARGARET NICOL McNEILAGE

hereby transfers to

(e) Full name, address and occupation of transferee. If more than one transferee state whether joint tenants or tenants in common. Unless otherwise stated tenants in common will be presumed to hold in equal shares.

(e) THOMAS McNEILAGE of 141 Central Avenue, Oak Flats Machinist and MARGARET NICOL McNEILAGE his wife as Joint Tenants

hereinafter referred to as the TRANSFEREE

an estate in fee simple^(b) as Joint Tenants

in the land described in the following schedule

Insert lot and plan number, Section Act. See also sections 327 and 327A of Local Government Act, 1919.

| Reference to title | | Whole or Part | Description of land if part only ^(f) | County | Parish |
|--------------------|-------|---------------|---|--------|-----------|
| Volume | Folio | | | | |
| 11722 | 105 | PART | being Lot 388 in Deposited Plan Number 243276 | CALDEN | TEHRACONG |
| | | | NOW BEING | | |
| 11966 | 238 | WHOLE | | | |

[Handwritten signatures]

K 1100 81 437-8

RULE UP ALL BLANKS

600 A

(a) Here insert any easements, restrictive covenants or exceptions intended to be included. Easements and restrictive covenants must comply with section 83 of the Conveyancing Act, 1919. If the space provided is insufficient, additional sheets of the same size and quality of paper as this form should be used. A binding margin of 1 1/2 inches and outer margins of not less than 1 inch should be preserved. Each additional sheet must be signed by the parties and the attesting witnesses.

And the Transferee/s hereby covenant with the Transferor

- (i) That the Transferee/s will not erect or permit to remain upon the land hereby transferred any private dwelling house of a minimum overall area of less than 800 square feet.
- (ii) That the Transferee/s will not erect or permit to remain upon the land hereby transferred a garage or outbuilding except until after or concurrent with the erection of any main building.
- (iii) That the Transferee/s will not erect or suffer to be erected any building upon the land hereby transferred having a roof of corrugated tin or iron which restriction shall not include pressed metal deck and (in the case of the external walls) of materials other than new brick, stone, steel, glass, timber, brick veneer, concrete, fibro, cement, Ruffex Masonite Plank, or any combination thereof.
- (iv) That the Transferee/s will not erect bring upon or permit to remain upon the land hereby transferred any building previously erected on other land or any caravan, erected tent or living unit of any kind whatsoever other than such as may be permitted hereunder.
- (v) That the Transferee/s will not permit the land hereby transferred to be used for residential purposes until the main building hereinbefore referred to has been completed in accordance with the requirements of the covenants herein contained and with plans and specifications approved by the Local Council and until such land has been enclosed by a proper fence.
- (vi) That the Transferee/s will not permit any building having external walls of steel, fibro cement, concrete or cement rendered bricks or any combination thereof to remain unpainted for two (2) months after the date of completion of such building and shall not permit any building having external walls of timber to remain unpainted or unsealed for two (2) months after the date of completion of such building.
- (vii) No fence shall be erected on the land hereby transferred or along any boundaries thereof so as to divide it from any of the Transferor's adjoining land without the consent in writing of the Transferor first had and obtained but such consent shall not be withheld if such fence is erected without expense to the Transferor and in favour of any person dealing with the Transferee/s such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED that no side fence erected between the building alignment and the street alignment of the lot hereby transferred shall be of a greater height than 2 feet 6 inches.
- (viii) It is hereby agreed and declared that the benefit of the foregoing covenants (other than the fencing covenant) shall be appurtenant to each of the lots comprised in the said Deposited Plan other than, (a) such lots as may be provided for public purposes, and (b) the land hereby transferred; that the benefit of the foregoing fencing covenant shall be appurtenant to the said adjoining land of the Transferor; that the burden of the foregoing covenants shall be attached to the land hereby transferred; and that the foregoing covenants may be released varied or modified so far as any particular lot is concerned by Lake Entrance Estates Pty. Limited (so long as it remains the Registered Proprietor of any lots in the said Deposited Plan) and the person or persons in whom the legal estate in fee simple is for the time being vested of the land (other than roads or public areas) having a common boundary with the land hereby transferred PROVIDED HOWEVER that the Transferor shall not be deemed to have created a building scheme hereunder as to deprive it of the sole right to release vary or modify the within covenants or any of them or any part of them.
- (ix) That the expression 'the land hereby transferred' where herein used shall be deemed to refer separately and severally to each lot in the Deposited Plan hereby transferred and the restrictions contained in the foregoing covenants shall apply to each such lot as if the Transferee/s had given separate covenants in respect of each such lot.
- (x) 'No advertisement hoarding sign or matter of any description shall be erected or displayed on the land hereby sold'.

Dated at Port Kembla this 10th day of May 1913.

- (i) Further proof of execution will not normally be required if signed or acknowledged before any of the following persons, not being a party to the dealing, to whom the transfer is known:
Where executed in New South Wales — bank manager, carpenter, clerk of petty sessions, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, headmaster of a school, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, medical practitioner, member of parliament of the Commonwealth or of a State, member of the police force of the Commonwealth or of a State or a Territory, minister of religion, notary public, postmaster, solicitor, town or shire clerk or other executive officer administering local government;
Where executed in any part of the Commonwealth of Australia or its Territories or in any part of the British Commonwealth — any of the persons referred to above, and in addition, an Australian or British Consular Officer exercising his functions in the part, Governor, Government Resident, Chief Secretary or Registrar of Titles of the part;
Where executed in foreign territory — an Australian or British Consular Officer exercising his functions in the territory, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, officer in charge of a police station, notary public, town or shire clerk or other executive officer administering local government.
- (j) Recite attestation clause &c., if necessary.
- (k) Section 117 Real Property Act, 1900, requires that this certificate be signed by the transferee or, where his signature cannot be obtained without difficulty and delay, by his solicitor or conveyancer by his own name, which should be typewritten or printed below his signature, and not that of his firm. Any person falsely or negligently certifying is liable to the penalties provided by section 117.
- (l) May be witnessed by any responsible person not being a party to this dealing.

(i) Signed in my presence by the transferor who is personally known to me.
 THE COMMON SEAL of LAKE ENTRANCE ESTATES PTY. LIMITED was heronunto duly affixed under the authority of a resolution of the Board and in the presence of

Name of witness (BLOCK LETTERS)
J.A. Chappell
 Qualification of witness

Secretary

T. M. Hughes
 Director Transferor



(i) Accepted and certified correct for the purposes of the Real Property Act, 1900.

(k) Signed in my presence by the transferee who is personally known to me

J.W. Chapman
 Signature of witness
 J.W. CHAPMAN
 Name of witness (BLOCK LETTERS)

Adrian Wellington
 Address of witness

Thomas M. Aulic
M. M. Kellogg
 Transferee

12047 /Src:M

N 285747

| | | | |
|-----------------------|-------------------|----------------------------------|---|
| DEPARTMENTAL USE ONLY | | TO BE COMPLETED BY LODGING PARTY | |
| TRANSFER | | Lodged by | PETER F. DALY |
| | | Address: | SOLICITORS 181 KEIDA ST. WOLLOBEED WA. 2500 PH: 298222 |
| | | Phone No.: | Documents lodged herewith |
| Checked KZ | REGISTERED | 1. _____ | |
| Passed | Covenant | 2. _____ | |
| | 19.6.1973 | 3. _____ | |
| Signed MID | <i>Jawlatson</i> | 4. _____ | |
| | Registrar General | 5. _____ | |
| | | Received Documents | Receiving Clerk |

AUTHORITY FOR USE OF INSTRUMENT OF TITLE

Authority is hereby given for the use of _____
 _____ lodged
 (insert reference to certificates, grants or dealings)
 in connection with _____ for the
 (insert number of plan or dealing)
 registration of this dealing and for delivery to _____
 (BLOCK LETTERS)

 Signature

 Name (BLOCK LETTERS)

(f) Unless the instrument of title has been lodged by the person lodging the dealing, or its use has been authorized previously, the authority must be furnished by the person otherwise entitled to delivery of the certificate of title, grant &c.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY
 (To be signed at the time of executing the within dealing)

The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____
 Miscellaneous Register under the authority of which he has just executed the within dealing.

Signed at _____
 the _____ day of _____ 19 _____

 Signature of attorney

 Signature of witness

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS

I certify that _____
 the attesting witness to this dealing, appeared before me at _____
 the _____ day of _____ 19 _____
 and declared that he personally knew _____

 the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____

 is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.

 Signature

 Name (BLOCK LETTERS)

 Qualification

(m) Not required where dealing attested in accordance with note (b); in other cases to be signed by one of the persons referred to in note (h).

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: 20250163

Certificate No: PL0129/2025

Print Date: 21 January 2025

LAND DESCRIPTION:

34 Loftus Drive BARRACK HEIGHTS NSW 2528

Lot 388 DP 243276

Land ID: 7528

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)

Central Register of Restrictions (CRR) Searches

The CRR is a centralised database where participating organisations (known as authorities) maintain up to date information about possible or actual interests they hold against NSW properties. A CRR interest is not usually noted on title, and therefore will not appear in a standard title search. A specific CRR search is required to identify interests on a particular property. Please see the following link.

Central Register of Restrictions (CRR) - NSW Land Registry Services (nswlrs.com.au)

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>

Explanation of Intended Effect - Cultural State Environmental Planning Policy (SEPP) (November 2024)

The Explanation of Intended Effect (EIE) is being publicly exhibited by the Department of Planning, Housing and Infrastructure until 13 December 2024.

.....

The proposed changes include amendments to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The proposed changes to the planning system build on changes from the government's recent Vibrancy Reforms, and will support more creative, hospitality and cultural uses contributing to the 24-hour economy.

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-cultural-state-environmental-planning-policy-sepp>

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.

Elliott Lake-Little Lake Floodplain Risk Management Study and Plan (2024) - Yes

All or part of the land has been identified by the Elliott Lake-Little Lake Floodplain Risk Management Study and Plan (2024) as being **within** the **Flood Planning Area**. Updated information may have been produced by consultants via the Development Application process and may be different to that outlined in the abovementioned study.

For further information, please contact Council's Technical Services Department on 4221 6111.

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.

Elliott Lake-Little Lake Floodplain Risk Management Study and Plan (2024) - No

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

No.

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.

No.

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: 8004011693

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM

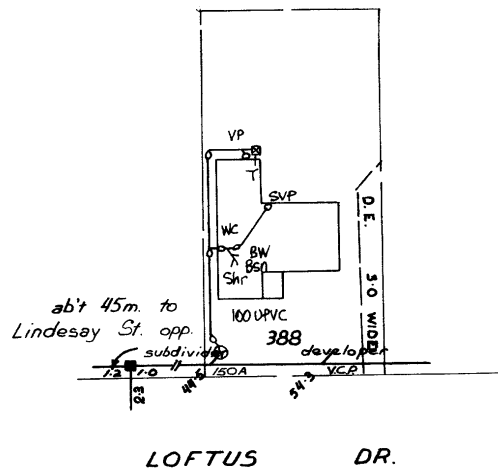
No. 48608

Municipality of Shellharbour
Barrack Hts.

| | | | | | | | | |
|------|--------------------|---|------|----------------|----|--------------|-----|-------------------|
| □ | Boundary Trap | ■ | RV | Reflux Valve | IP | Induct Pipe | Bsn | Basin |
| ⊕ | Inspection Shaft | ○ | CE | Cleaning Eye | MF | Mica Flap | Shr | Shower |
| ■ | Pit | ○ | VERT | Vertical Pipe | T | Tubs | WIP | Wrought Iron Pipe |
| ■ GI | Grease Interceptor | ○ | VP | Vent Pipe | KS | Kitchen Sink | CIP | Cast Iron Pipe |
| ⊗ | Gully | ○ | SVP | Soil Vent Pipe | WC | Water Closet | FW | Floor Waste |
| ⊗ PT | P Trap | ○ | DCC | Down Cast Cowl | BW | Bath Waste | WM | Washing Machine |

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.



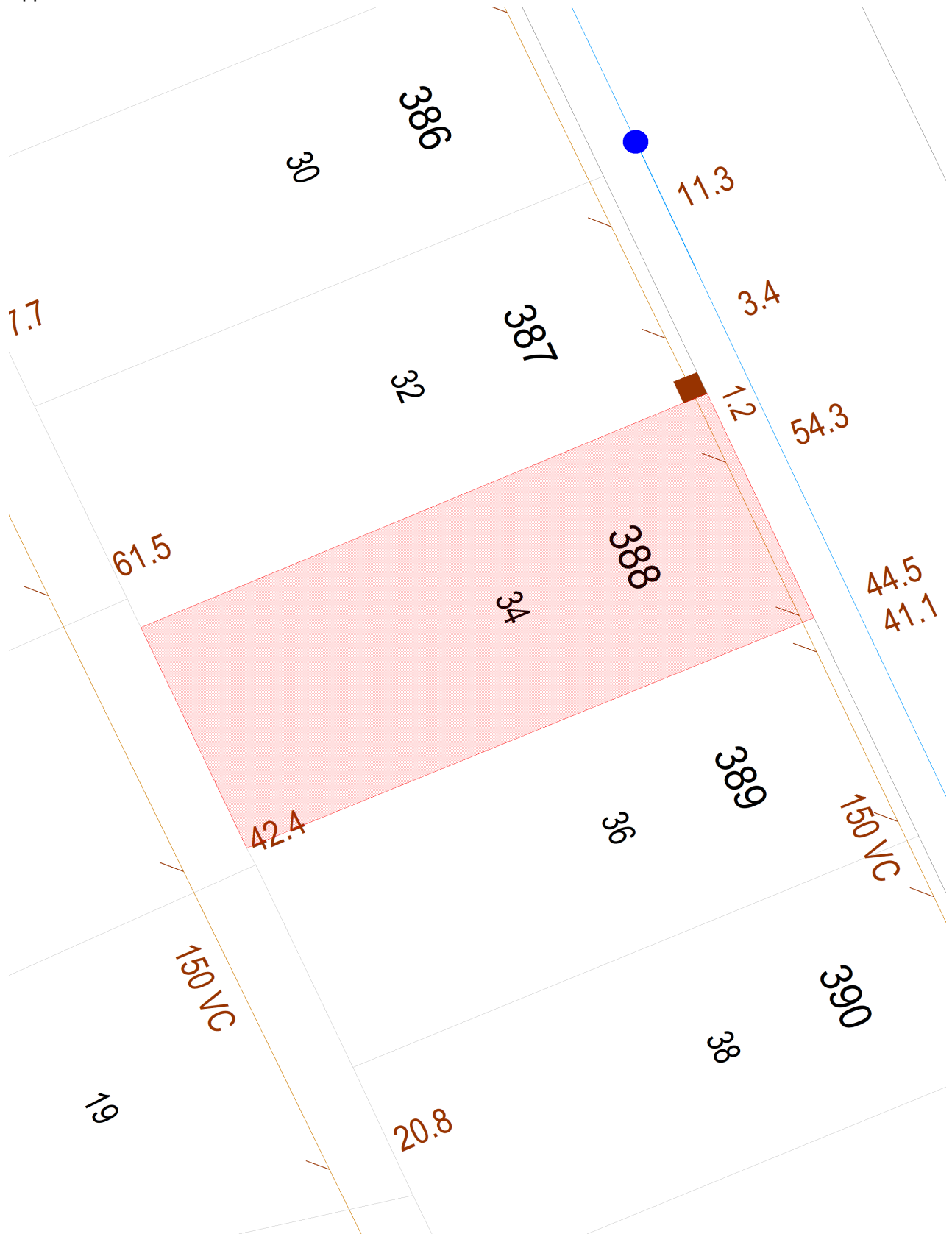
100,046,95/1534.7
RATE No. pt. 72.14084 W.C.s
SHEET No. 11917 U.C.s **Scale 1 : 500** For House Services Engineer

| DRAINAGE | | BRANCH OFFICE | | PLUMBING | |
|-----------|----------------------|---------------|------------------------------------|---------------|--------------|
|W.C. | Supervised by | Date | Date...../...../..... | Supervised by | Date |
|Bth. | Inspector | /...../..... | Outfall <u>Shell</u> LL | Inspector | /...../..... |
|Shr. | | | Drainer..... | | |
|Bsn. | Chief Inspector | /...../..... | Plumber..... | 5092-506 | |
|K.S. | | | Boundary Trap | | |
|T. | Tracing Checked..... | /...../..... | is not required | | |

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: 8004011692



Document generated at 20-01-2025 02:21:19 PM

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) | |
| Ventshaft 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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