

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 109762596	NSW DAN:
vendor's agent	FIRST NATIONAL COASTSIDE SHELLHARBOUR 18/23 Addison Street, Shellharbour NSW 2529		Phone: 02 4295 5033 Fax:
co-agent			Ref: Rachel H
vendor	WADCM PTY LTD ACN 683 774 003 ATF CAMPBELL FAMILY TRUST 208/15 Cormorant Way Shell Cove NSW 2529		
vendor's solicitor	RMB LAWYERS Suite 1, 7-9 Princes Highway, Dapto NSW 2530		Phone: 02 4228 8288 Fax: 02 4229 2164
date for completion	28 days after the contract date	(clause 15)	Email: abbyb@rmblawyers.com.au
land	4 BUSH STREET, FLINDERS NSW 2529 (Address, plan details and title reference)		
	LOT 2 IN STRATA PLAN 83078 2/SP83078		
	<input checked="" type="checkbox"/> VACANT POSSESSION	<input type="checkbox"/> Subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE	<input type="checkbox"/> garage	<input type="checkbox"/> carport
	<input type="checkbox"/> none	<input type="checkbox"/> other:	<input type="checkbox"/> home unit
			<input type="checkbox"/> carspace
			<input type="checkbox"/> storage space
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered:		
	<input type="checkbox"/> other documents:		

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

inclusions	<input checked="" type="checkbox"/> air conditioning	<input 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 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: gas points, smoke alarms, wall oven, cook top, garage remote			
exclusions				
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
Price	\$		Ref:	
deposit	\$		(10% of the price, unless otherwise stated)	
balance	\$			
contract date			(if not stated, the date this contract was made)	

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

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

buyer's agent

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

SIGNING PAGE

<p>VENDOR</p> <hr/> <p>Signed By _____</p> <p>Vendor _____</p> <p>Vendor _____</p>	<p>PURCHASER</p> <hr/> <p>Signed By _____</p> <p>Purchaser _____</p> <p>Purchaser _____</p>												
<p>VENDOR (COMPANY)</p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> </tr> <tr> <td style="width: 50%; border: none;"> _____ Name of authorised person </td> <td style="width: 50%; border: none;"> _____ Name of authorised person </td> </tr> <tr> <td style="width: 50%; border: none;"> _____ Office held </td> <td style="width: 50%; border: none;"> _____ Office held </td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held	<p>PURCHASER (COMPANY)</p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> </tr> <tr> <td style="width: 50%; border: none;"> _____ Name of authorised person </td> <td style="width: 50%; border: none;"> _____ Name of authorised person </td> </tr> <tr> <td style="width: 50%; border: none;"> _____ Office held </td> <td style="width: 50%; border: none;"> _____ Office held </td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held
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_____ Office held	_____ Office held												

vendor agrees to accept a **deposit-bond**

NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

PEXA

Manual transaction (clause 30)

NO yes

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

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

land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment)

NO yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – 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 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 *RW rate* (residential withholding rate): \$

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

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

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

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

List of Documents

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

HOLDER OF STRATA OR COMMUNITY 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:**

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <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> ;

<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 PROVISIONS

33 ADDITIONAL PROVISIONS PREVAIL

These additional provisions prevail over the printed standard clauses 1 to 32.

34 REQUISITIONS

34.1 For the purposes of clause 5.1, the purchaser will only make requisitions or general questions about the property or the title in the form of the Law Society of New South Wales Requisitions on Title attached to this contract and is taken to have made those requisitions on the contract date.

34.2 Clause 34.1 does not limit the purchaser's right to make a requisition under clause 5.2.

35 NOTICE TO COMPLETE

35.1 A notice to complete which calls for completion not less than fourteen (14) days after the date of service of the notice is reasonable as to time for compliance with the notice, both at law and in equity.

35.2 A notice to complete can make time essential.

36 LIQUIDATED DAMAGES

If as a result of the default of the purchaser completion of this contract does not take place by the completion date then:

36.1 Without prejudice and in addition to any other remedies available to the vendor the purchaser will pay liquidated damages to the vendor on completion.

36.2 The liquidated damages must be a sum equivalent to interest on the balance of the purchase price calculated at the rate of 10% per annum from and including the completion date up to and including the actual day of completion, and a further sum of \$330.00 (plus GST) for the vendor's additional legal costs associated with the purchaser's failure to complete on time.

36.3 The liquidated damages payable under 36.2 are agreed by the parties to be a genuine pre-estimate of the vendor's actual damages.

37 SERVICE BY EMAIL OR FACSIMILE

For the purposes of clause 20.6.5 a document under or relating to this contract sent by email or fax to a party's solicitor is taken to be received at the date and at the time noted on the transmitted email or transaction report produced by the fax machine from which the document was transmitted if the transaction report includes an endorsement to the effect that the transmission was successful.

38 VENDOR'S AGENT

38.1 The purchaser promises that the purchaser was not introduced to the vendor or to the property by any agent other than the vendor's agent named in this contract and that no other agent was the cause of the purchaser entering into this contract.

- 38.2 The purchaser must indemnify the vendor against any claim (including the vendor's costs of resisting the claim) by any other agent alleging an introduction or that he was the cause of the purchaser entering into this contract.
- 38.3 Rights under this clause continue after completion, whether or not other rights continue.

39 RESCISSION FOR INSOLVENCY, DEATH OR INCAPACITY

Without any manner negating, limiting or restricting any rights or remedies which would have been available to any person if this clause had not been included, should either party and if a party consists of more than one person any of them prior to completion:

- 39.1 die, or
- 39.2 become a mentally ill person as defined in the Mental Health Act 2007 or lose contractual capacity, or
- 39.3 have their assets brought under the provisions of the Protected Estates Act or other relevant legislation in force at the time of exchange, or
- 39.4 being a Vendor or one of the Vendors becomes bankrupt, or
- 39.5 being a corporation, commence proceedings for liquidation winding up or administration or become liquidated or wound up

then either party (except in the cause of 39.4 then the Purchaser only) may rescind this agreement by serving a notice in writing signed by the Solicitor named herein as the Solicitor for that party and thereupon this agreement shall be at an end and the provisions of clause 19 hereof shall apply.

40 COOLING-OFF PERIOD EXTENSION

- 40.1 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 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.
- 40.2 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.

41 VENDOR NOT REGISTERED PROPRIETOR

- 41.1 The vendor is not yet the registered proprietor of the property.
- 41.2 Completion is subject to the vendor becoming the registered proprietor of the property.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **Matthew Thomas and Amy Elizabeth Campbell**
Purchaser:
Property: **4 Bush Street, Flinders, NSW 2529**
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (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 and recorded as the owner of the Property on the strata roll, free from all other interests.
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 together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties 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

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. 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.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act (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 on the Property? 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 s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4

- of that Act 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) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
- (g) Has any work been carried out by the vendor on the Property or the common property? If so:
- (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property or the common property? If so, please provide details and indicate if there are any proposals for amendment or revocation.
19. In relation to any swimming pool on the Property or the common property:
- (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.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?

- (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
- (iv) any realignment or proposed realignment of any road adjoining them?
- (v) 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 such as cladding?

22.

- (a) 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.

Applications, Orders etc

23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
25. Are there any:
- (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
27. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
28. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme (including a strata renewal proposal)?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

29. Has the initial period expired?
30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
31. If the Property includes a utility lot, please specify the restrictions.
32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term or each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?

41. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the Act relating to:
 - (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
43. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

46. 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

47. 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 7 days prior to completion.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
49. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
50. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. 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.



FOLIO: 2/SP83078

SEARCH DATE	TIME	EDITION NO	DATE
16/12/2022	9:21 AM	6	21/9/2018

LAND

LOT 2 IN STRATA PLAN 83078
AT FLINDERS
LOCAL GOVERNMENT AREA SHELLHARBOUR

FIRST SCHEDULE

AMY ELIZABETH CAMPBELL
MATTHEW THOMAS CAMPBELL
AS JOINT TENANTS

(T AN727765)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP83078

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP83078

SEARCH DATE	TIME	EDITION NO	DATE
16/12/2022	9:30 AM	1	30/11/2009

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 83078
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT FLINDERS
LOCAL GOVERNMENT AREA SHELLHARBOUR
PARISH OF TERRAGONG COUNTY OF CAMDEN
TITLE DIAGRAM SP83078

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 83078
ADDRESS FOR SERVICE OF DOCUMENTS:
2-4 BUSH STREET
FLINDERS
NSW 2529

SECOND SCHEDULE (16 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE
AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION B HAS BEEN ADOPTED
- 3 DP1094767 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (1) IN THE S.88B INSTRUMENT
- 4 DP1134764 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1134764 RIGHT OF CARRIAGEWAY 10 METRE(S) WIDE APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 6 DP1134764 EASEMENT FOR PARKING 2.5 METRE(S) WIDE APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 7 DP1134764 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (8) IN THE S.88B INSTRUMENT
- 8 DP1134764 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (9) IN THE S.88B INSTRUMENT
- 9 DP1145614 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1145614 EASEMENT FOR SERVICES 10 METRE(S) WIDE APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 11 DP1145614 RIGHT OF CARRIAGEWAY 10 METRE(S) WIDE APPURTENANT TO
THE LAND ABOVE DESCRIBED

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (16 NOTIFICATIONS) (CONTINUED)

- 12 DP1145614 EASEMENT FOR PARKING 2.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 13 DP1145614 EASEMENT FOR MAINTENANCE 0.9 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 14 DP1145614 EASEMENT FOR OVERHANG 0.05 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 15 DP1145614 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 16 DP1145614 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 2)

STRATA PLAN 83078

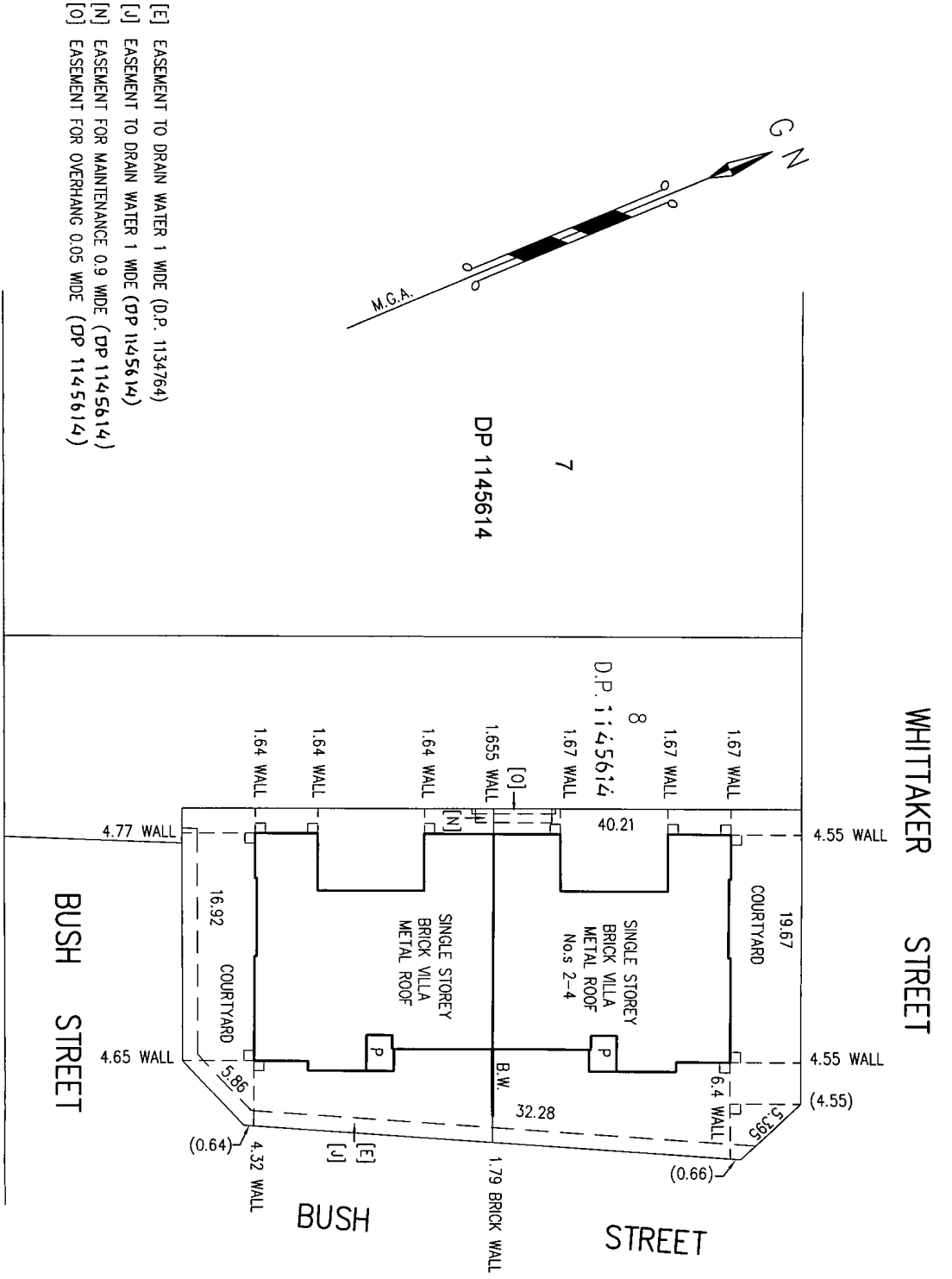
LOT	ENT	LOT	ENT
1	- 1	2	- 1

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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



- [E] EASEMENT TO DRAIN WATER 1 WIDE (D.P. 1134764)
- [J] EASEMENT TO DRAIN WATER 1 WIDE (DP 1145614)
- [N] EASEMENT FOR MAINTENANCE 0.9 WIDE (DP 1145614)
- [O] EASEMENT FOR OVERHANG 0.05 WIDE (DP 1145614)

P DENOTES PATIO
 WALL DENOTES WALL TO BOUNDARY
 B.W. DENOTES BRICK WALL

LOCATION PLAN

0mm	20	30	40	50	60	70	80	90	100	110	120	130	140	150
-----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----

Table of mm

Surveyor: CRAIG ROBSON
 Surveyor's Ref: 80154
 Subdivision No: 150/2009
 Lengths are in metres. Reduction Ratio 1:300

REGISTERED
 30.11.2009

SP83078 P

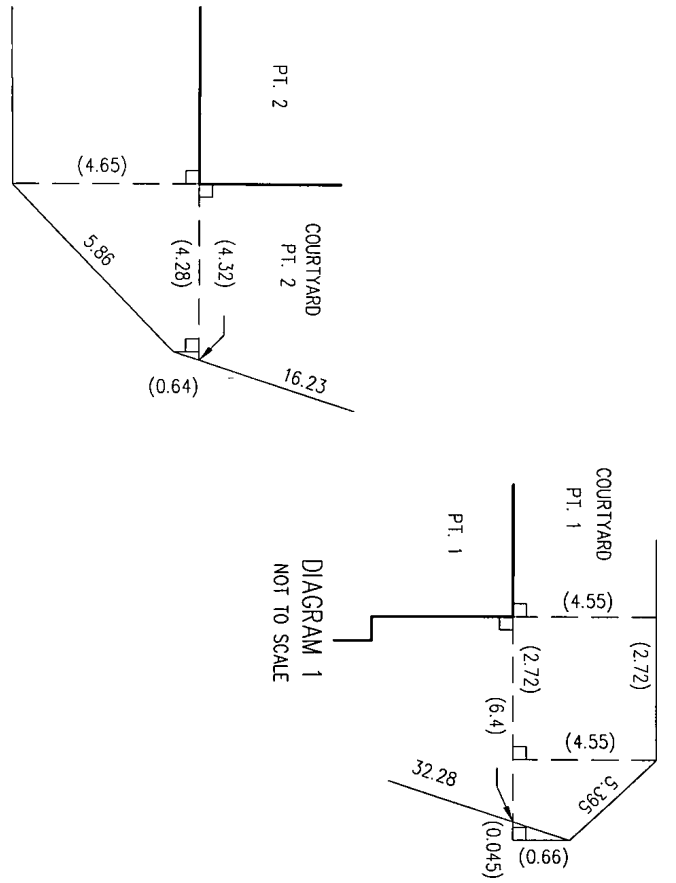


DIAGRAM 1
NOT TO SCALE

DIAGRAM 2
NOT TO SCALE

P DENOTES PATIO

ALL AREAS ARE APPROXIMATE AND ARE MEASURED FOR STRATA PURPOSES ONLY.

THE DEPTH OF THE COURTYARDS EXTENDS TO 3 BELOW THE UPPER SURFACE OF THEIR RESPECTIVE GROUND FLOOR UNIT.

THE HEIGHT OF THE COURTYARD EXTENDS TO 10 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE ADJOINING GROUND FLOOR UNIT EXCEPT WHERE COVERED.

ALL STRUCTURES WITHIN THE COURTYARDS AND PATIOS NOT SHOWN OR REFERRED TO IN THE PLAN FORM PART OF THEIR RESPECTIVE LOT WITH THE EXCEPTION OF COMMON SERVICES.

ALL BRICK TIMBER AND METAL FENCES FORMING COURTYARD BOUNDARIES ARE COMMON PROPERTY.

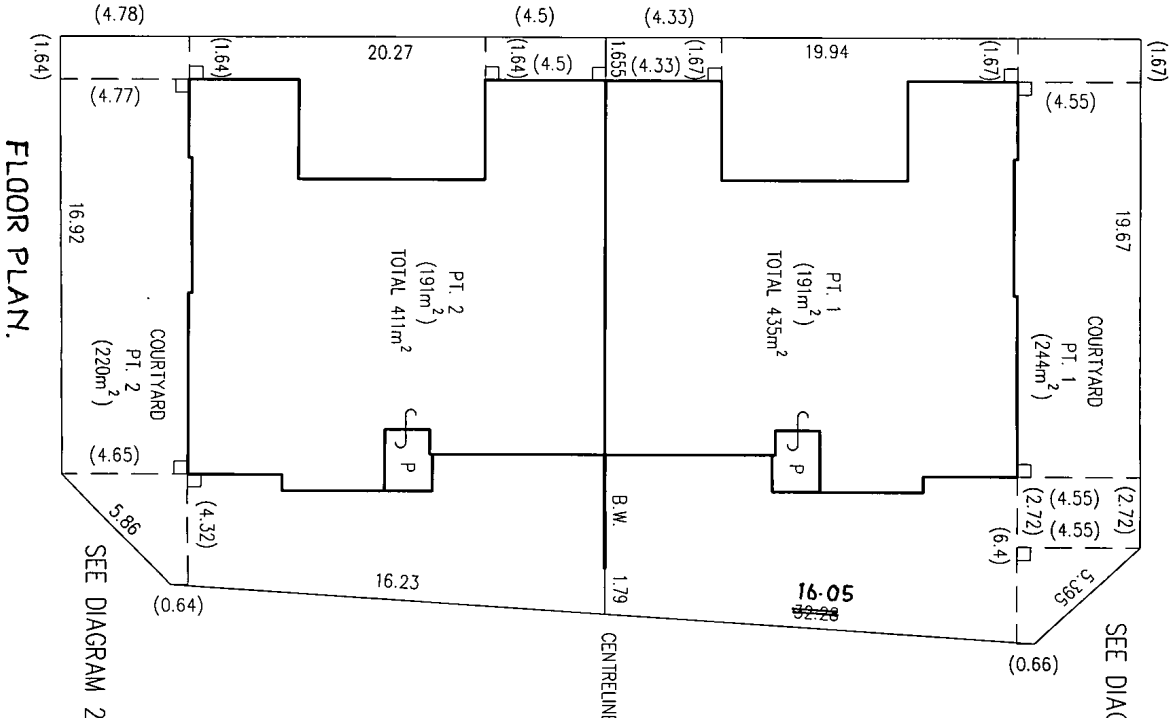
ALL TIMBER RETAINING WALLS IN COURTYARDS ARE COMMON PROPERTY.

ALL EXTERNAL WATER HEATERS AND RAINWATER TANKS IN COURTYARDS ARE PART OF THEIR RESPECTIVE UNITS.

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.

ALL PATIOS COVERED.

B.W. DENOTES BRICK WALL 0.23 WIDE (COMMON PROPERTY)

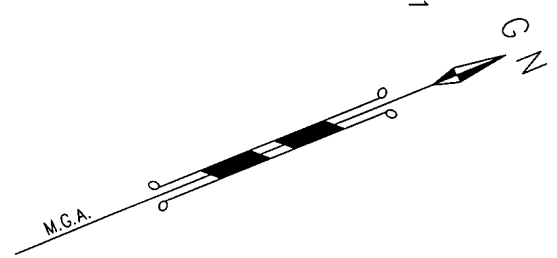


FLOOR PLAN.

SEE DIAGRAM 1

SEE DIAGRAM 2

CENTRELINE OF 0.23 BRICK WALL PRODUCED





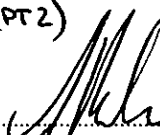

Surveyor: CRAIG ROBSON
 Surveyor's Ref: 80154
 Subdivision No: 50/2009
 Lengths are in metres. Reduction Ratio 1:200

REGISTERED
 30.11.2009

SP83078

mm	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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STRATA PLAN FORM 3 (Part 1) WARNING: Creasing or folding will lead to rejection Sheet 1 of 2 sheets

STRATA PLAN ADMINISTRATION SHEET	
<p>Name of, and addresses for service of notices on, the Owners Corporation. (Address required on original strata plan only)</p> <p>The Owners - Strata Plan No 83078 No.s 2-4 BUSH STREET FLINDERS 2529</p>	<div style="text-align: center;">  SP83078 S </div> <p>Registered:  30.11.2009 Purpose: STRATA PLAN</p>
<p>RESIDENTIAL.</p> <p>Industrial Model by-laws adopted for this scheme *Keeping of animals: Option A/B/G *Schedule of By-laws in _____ sheets filed with plan *No By-laws apply * strike out whichever is inapplicable</p>	<p>PLAN OF SUBDIVISION OF LOT 9 IN D.P.1145614</p>
<p style="text-align: center;">Strata Certificate</p> <p>* Name of Council * Accredited Certifier... ANTHONY ALLEN being satisfied that the requirements of the * Strata Schemes (Freehold Development) Act 1973 or * Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed:</p> <p style="padding-left: 40px;">* strata plan/* strata plan of subdivision illustrated in the annexure to this certificate.</p> <p>* The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</p> <p>* The strata plan/strata plan of subdivision is part of a development scheme. The * council/* accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.</p> <p>* The Council does not object to the encroachment of the building beyond the alignment of </p> <p>* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.</p> <p>* This approval is given on the condition that the use of lot (s)..... (being utility lots designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in * section 39 of the Strata Schemes (Freehold Development) Act 1973 or * section 68 of the Strata Schemes (Leasehold Development) Act 1986.</p> <p>Date..... 23/9/09 Subdivision No..... 150/2009 Accreditation No..... BPB0004 Relevant Development Consent No..... 50/2008 (PT2) Issued by..... SHELLHARBOUR CITY COUNCIL</p> <p style="text-align: right;"></p> <p style="text-align: center;">Authorized Person / General Manager / Accredited Certifier</p> <p>* Complete or delete if applicable.</p>	<p>LGA: SHELLHARBOUR Locality: FLINDERS Parish: TERRAGONG County: CAMDEN</p> <p style="text-align: center;">Surveyor's Certificate</p> <p>I CRAIG ROBSON of C. ROBSON & ASSOCIATES PTY LTD PO BOX 93 CORRIMAL 2518 a surveyor registered under the Surveying Act, 2002, hereby certify that:</p> <p>(1) each applicable requirement of *Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 *Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986 has been met;</p> <p>(2) (a) the building encroaches on a public place; (b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement: _____ *has been created by registered _____ *is to be created under section 88B of the Conveyancing Act 1919</p> <p>(3) *the survey information recorded in the accompanying location plan is accurate.</p> <p>Signature:  Date: 4 SEPTEMBER 2009</p> <p>* Delete if inapplicable + State whether dealing or plan, and quote registered number.</p>
	<p>SURVEYORS REFERENCE: 80154</p>
	<p style="text-align: center;">Use STRATA PLAN FORM 3A for additional certificates, signatures and seals</p>

* OFFICE USE ONLY

AMENDED BY A. BROWNE 18-11-09

STRATA PLAN FORM 3 (Part 2) WARNING: Creasing or folding will lead to rejection Sheet 2 of 2 sheets

STRATA PLAN ADMINISTRATION SHEET

PLAN OF SUBDIVISION OF LOT 9 IN D.P. 1145614

SP83078

Registered:  30.11.2009

* OFFICE USE ONLY

Strata Certificate Details: Subdivision No: 150/2009 Date: 23/9/09


SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

SCHEDULE OF UNIT ENTITLEMENT	
LOT No.	ENTITLEMENT
1	1
2	1
TOTAL	2

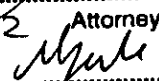
Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

(if insufficient space use additional annexure sheet)


 Massimo Di Fazio
 Sole Director
 C-Hi Constructions Pty Ltd
 ACN 101 682 295

Mortgagee under Mortgage No AD896021
 Signed at Sydney this 30 day of
OCTOBER 2009 for National
 Australia Bank Limited ABN 12 004 044 937
 by AMY CHU
 its duly appointed Attorney under Power of
 Attorney No. 39 Book 4512

Level 2 Attorney


 Witness/Bank Officer BANDRA D. GALE
 255 George Street, Sydney NSW

SURVEYORS REFERENCE: 80154



SIGNED by me CARMEN LORRAINE OSBORNE as DELEGATE of LANDCOM and I hereby declare that I have no notice of revocation of the delegation in the presence of:

LANDCOM by its delegate

SIGNED on behalf of Intercol Energy Australia by its Attorney Pursuant to Power of Attorney Book 448 No 816 in the presence of:

Geoffrey Rietmuller
GEORGEY RIETMULLER
 NETWORK PROPERTY MANAGER
Michele Alickey
Michele Alickey
 Witness

Common Lands Office Approval

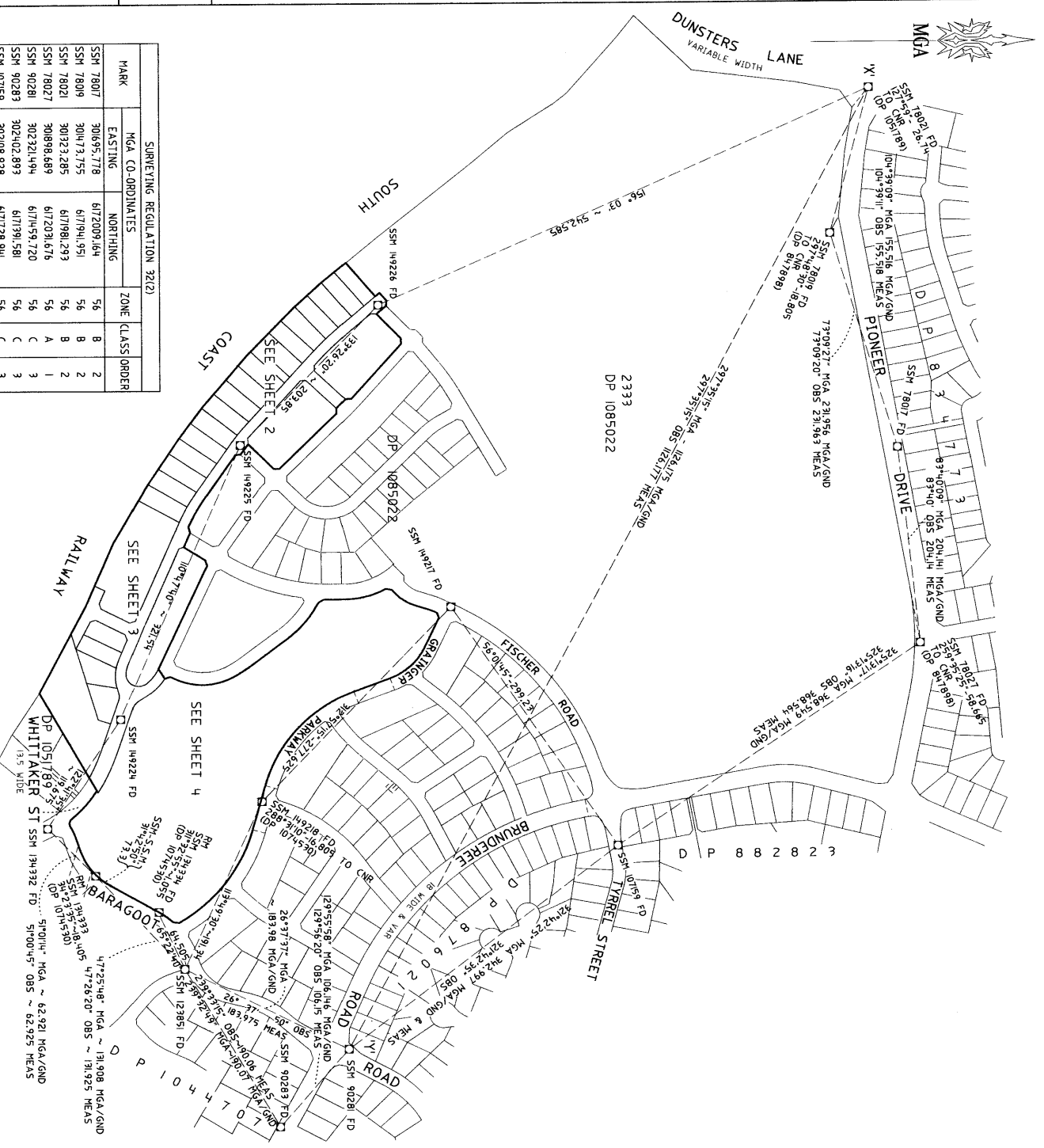
PLAN APPROVED: *[Signature]*
 AUTHORIZED OFFICER

I certify that the provisions of s.104 of the Environment Planning and Assessment Act 1979 have been satisfied in the relation to the proposed:

SUBDIVISION
 SHELLHARBOUR COUNCIL
 SHELLHARBOUR COUNCIL
 Date of assessment: 18/02/2006
 Subdivision Certificate No.: 788/2006(P13)

When the plan is to be lodged electronically in the Land Titles Office, the applicant must provide a separate in an electronic or digital format approved by the Registrar-General. I declare that I am the applicant.

STARTWORKS REFERENCE: 03082-23DP12



MARK	SURVEYING REGULATION 202(2)		ZONE	CLASS ORDER
	NICA CO-ORDINATES EASTING	NORTHING		
SSM 78017	301695.778	6172009.464	56	2
SSM 78019	301643.175	6171941.951	56	2
SSM 78021	301323.285	6171981.973	56	2
SSM 78027	300898.689	6172018.676	56	1
SSM 90281	302321.494	6171459.720	56	3
SSM 90283	302402.893	6171391.581	56	3
SSM 107159	302108.928	6171295.240	56	3
SSM 123851	302229.032	6171295.240	56	3
SSM 134332	302093.964	6171205.999	56	3
SSM 134333	302111.881	6171205.999	56	3

SOURCE: NICA CO-ORDINATES ADOPTED FROM SCHEM AT 15th FEBRUARY 2006
 COMBINED SCALE FACTOR 1.000075

DP1094767

Registered 14/6/2006

C.A. TORRENS
 Title System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: W 8270-X/8*

Plan: DP 1085022
 OF SUBDIVISION OF LOT 2331 IN DP 1085022

L.G.A.: SHELLHARBOUR
 Locality: FLINDERS
 Parish: TERRAGOONG
 County: CAMDEN

This is sheet 1 of my plan in 4 sheets (Delete if inapplicable)

I, PAUL MICHAEL DALY, Surveying Regulation, 2001 of JOHN M. DALY & ASSOC. PTY. LTD. of PO BOX 25 CAMPBELLTOWN, a surveyor registered under the Surveying Act 2002, certify that the survey represented in this plan is accurate, was conducted on 21/02/2006 and was completed on 21/02/2006. (Specify the land actually surveyed or sketch any land shown in the plan that is not the subject of the survey)

Plans used in preparation of Survey/Compilation
 DP 787633 DP 0051789
 DP 847888 DP 0074530
 DP 876021 DP 0074531
 DP 004707 DP 1085022

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:
 1. RESTRICTION ON THE USE OF LAND TO WIDE
 2. RESTRICTION ON THE USE OF LAND.
 AND RELEASE:
 1. EASEMENT FOR ELECTRICAL PURPOSES
 VARIABLE WIDTH (DP 825735).
 IT IS INTENDED TO CREATE LOTS 2364, 2365, 2366, 2367 & 2368 AS PUBLIC RESERVE.

DP1094767

Registered 21/02/2006

This is sheet 2 of 4 sheets

Paul M. Jones

Surveyor registered under Surveying Act 2002
This is sheet 2 of 4 sheets
of the plan of
covered by Subdivision Certificate No. 188/2001(13)
of 16/01/2003

Paul M. Jones
P.M. Jones

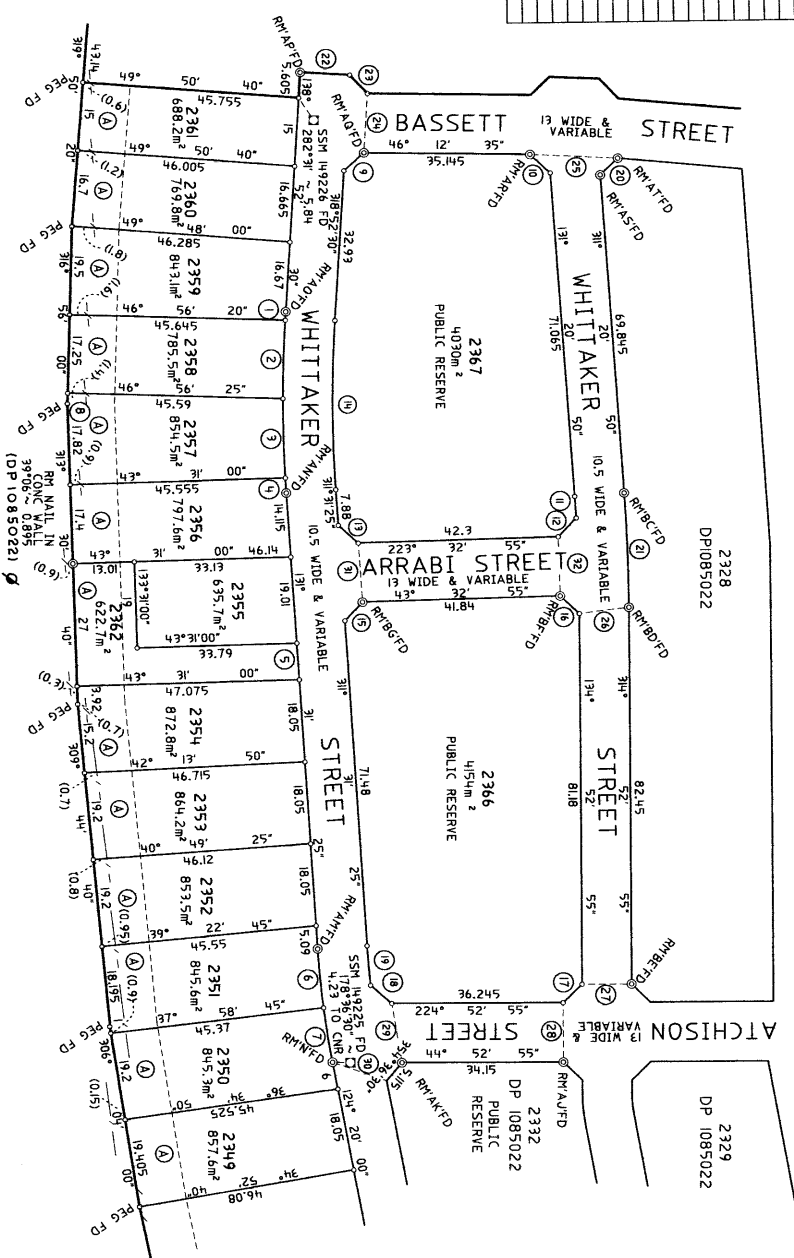
Authorised Person/Competent Authority

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

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	138°49'25"	0.53	0.53	300
2	137°07'30"	17.25	17.25	300
3	131°48'55"	17.41	17.41	300
4	131°50'20"	3.295	3.295	300
5	131°11'25"	9.005	13	200
6	129°31'00"	12.095	12.1	200
7	128°42'30"	2.915		
8	128°42'30"	5.785		
9	127°49'00"	5.89		
10	127°49'00"	4.735	4.74	396.5
11	127°49'00"	5.595		
12	127°49'00"	5.595		
13	126°42'10"	5.755		
14	126°42'10"	37.145	289.5	
15	126°42'10"	37.145		
16	89°08'55"	5.595		
17	179°52'55"	5.855		
18	266°34'50"	5.875		
19	310°21'15"	8.725	8.725	189.5
20	102°00"	5.175		
21	313°06'50"	25.115	25.115	407
22	228°52'30"	10.5		
23	272°32'30"	5.525		
24	188°52'30"	13.05		
25	47°58'40"	10.575		
26	31°59'15"	10.575		
27	44°32'30"	10.5		
28	136°50'20"	13.145		
29	136°50'20"	12.15		
30	131°31'25"	13.01		
31	131°31'25"	13.01		
32	133°32'55"	13		

SEE SHEET 1



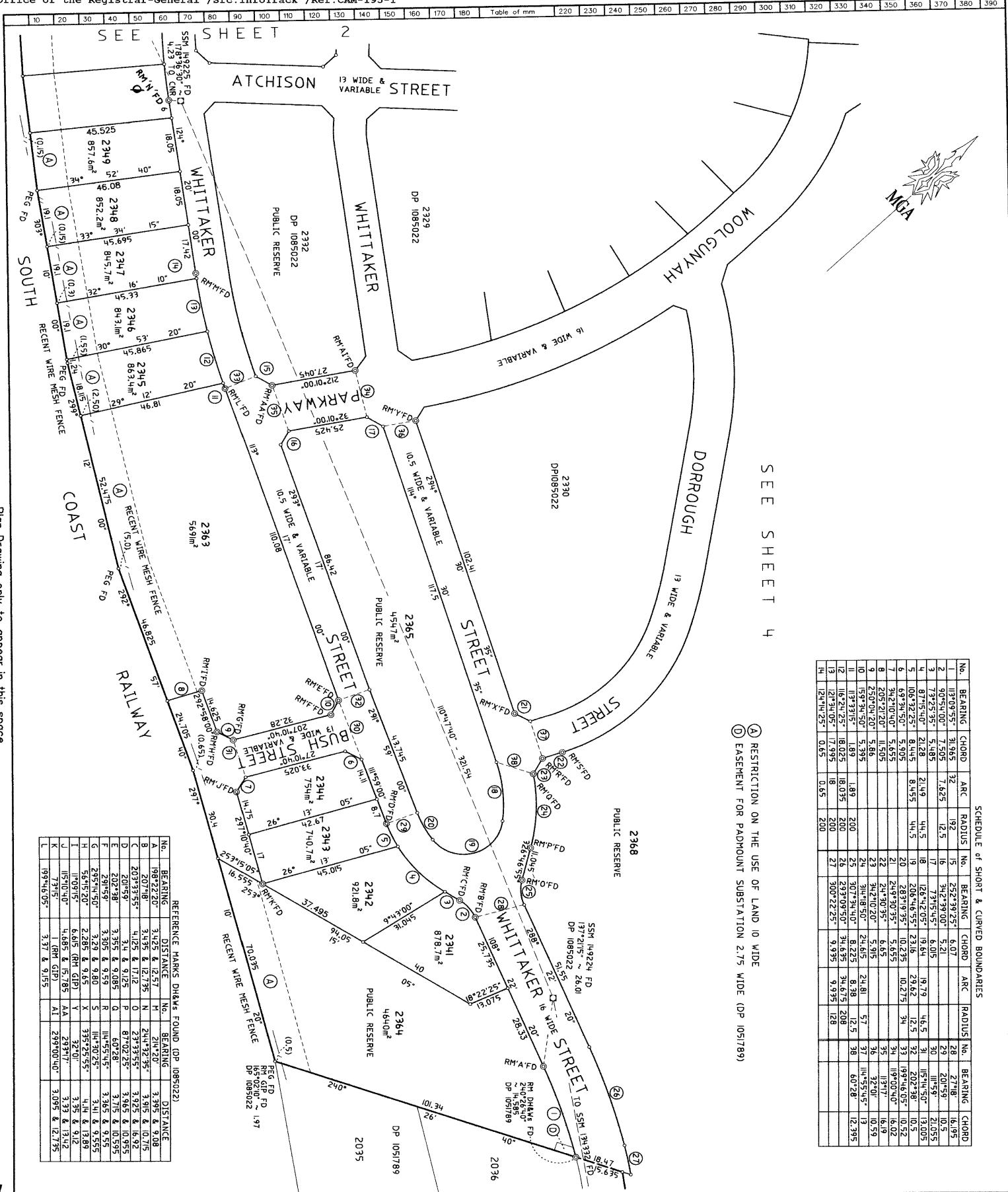
SEE SHEET 3

REFERENCE MARKS FOUND (DP 1085022)

No.	BEARING	DISTANCE
NA	244°32'35"	3.915 & 16.715
AJ	134°42'55"	3.055 & 9.82
AK	125°44'00"	2.62 & 9.775
AL	221°31'25"	3.385 & 9.05
AM	221°31'25"	3.36 & 9.01
AN	221°31'25"	3.365 & 9.055
AO	228°42'30"	5.27 & 19.05
AP	278°08'05"	3.255 & 9.99
AQ	138°52'30"	3.11 & 9.88
AR	136°23'20"	3.345 & 9.915
AS	47°45'84"00"	3.29 & 9.575
AT	136°08'20"	3.41 & 9.045
BC	41°20'50"	3.41 & 9.045
BD	37°59'15"	3.41 & 9.045
BE	44°57'55"	3.41 & 9.045
BF	137°32'55"	2.785 & 9.90
BG	131°31'25"	2.81 & 9.715

RESTRICTION ON THE USE OF LAND 10 WIDE

Plan Drawing only to appear in this space



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	ARC	RADIUS	No.	BEARING	CHORD	
1	113°08'55"	31.965	12	15	252°39'25"	6.07	28	27.18	16.195			
2	90°54'00"	7.505	7.625	12.5	16	344°39'00"	5.21	29	20.159	10.5		
3	73°25'35"	5.448	21.49	44.5	17	73°15'45"	6.05	30	11.075	21.035		
4	87°15'40"	21.28	44.5	18.72	18	126°42'05"	23.84	29.42	31	2022'30"	10.5	
5	106°32'25"	8.445	44.5	44.5	19	208°18'52"	12.295	31	189°04'05"	10.52		
6	67°34'50"	11.828	44.5	44.5	20	258°30'35"	5.655	34	119°00'40"	16.19		
7	54°54'00"	11.828	44.5	44.5	21	214°30'35"	6.65	35	113°17'	16.19		
8	252°04'20"	5.86	44.5	44.5	22	342°20'20"	5.915	36	32°40'	10.59		
9	159°34'50"	5.395	44.5	44.5	23	342°20'20"	5.915	37	114°55'45"	13		
10	159°34'50"	5.395	44.5	44.5	24	314°18'50"	24.615	24.81	57.2	32°40'	10.59	
11	133°31'15"	1.89	1.89	1.89	25	307°34'40"	8.225	8.38	12.5	38	60°28'	12.395
12	116°24'25"	18.025	18.025	18.025	26	293°19'50"	34.675	34.675	208			
13	121°34'05"	17.995	18	200	27	300°22'25"	9.935	9.935	128			
14	124°14'25"	0.65	0.65	200								

Ⓐ RESTRICTION ON THE USE OF LAND 10 WIDE
 Ⓑ EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP 1051789)

REFERENCE MARKS FOUND (DP 1085022)

No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
A	088°22'20"	3.425 & 12.517	M	214°20'	3.195 & 9.018
B	207°18'	3.425 & 12.735	N	214°32'35"	3.125 & 16.92
C	203°33'55"	4.125 & 17.12	O	23°33'55"	3.025 & 16.92
D	201°18'	3.425 & 12.517	P	87°02'25"	3.175 & 10.955
E	202°38'	3.395 & 9.085	Q	60°28'	3.365 & 10.955
F	291°58'	3.395 & 9.085	R	114°35'35"	3.365 & 10.955
G	291°58'	3.395 & 9.085	S	33°32'55"	4.1 & 17.81
H	291°58'	3.395 & 9.085	T	33°32'55"	3.33 & 9.12
I	151°04'40"	4.485 & 15.785	U	239°17'	3.33 & 13.42
J	72°15'	1.181 G.P.	V	239°17'	3.025 & 12.735
K	72°15'	1.181 G.P.	W	239°17'	3.025 & 12.735
L	193°48'05"	3.37 & 9.155	X	239°17'	3.025 & 12.735

DP1094767

Registered: 14/16/2006

This is sheet 3 of my plan in 4 sheets dated 21.02.2006

Paul M Daley

Surveyor registered under Surveying Act 2002
 of the form of
 18.07.2003
 covered by Substitution Certificate No. 768/2001(13)

Authorised Person: *Neil Bennie*

For use where space is insufficient in any position Form 2.

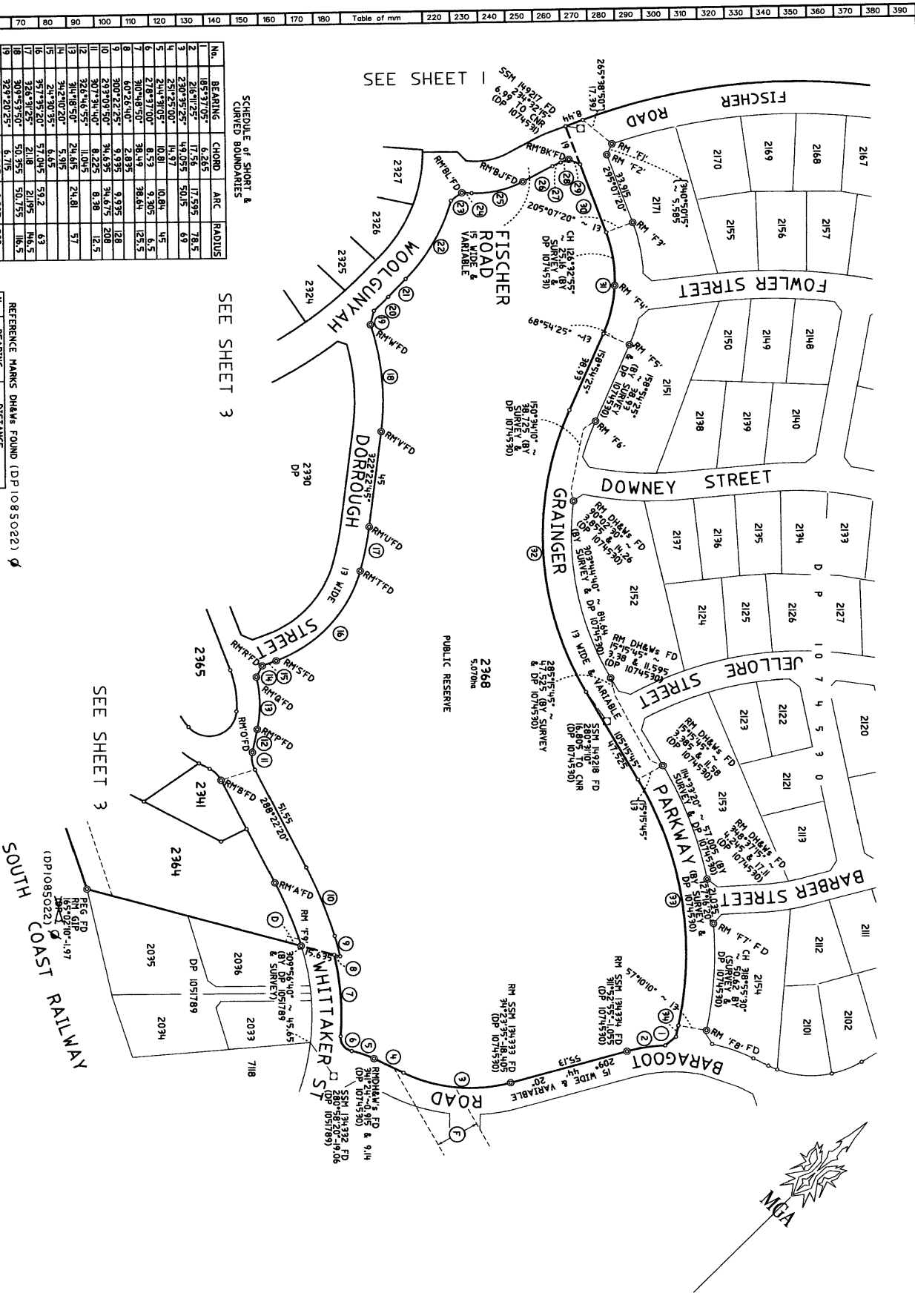
Reduction Ratio: 1:800

SURVEYOR'S REFERENCE: 03082-23DPA2

No.	BEARING	CHORD	ARC	RADIUS
1	185°37'05"	6.265	17.595	78.5
2	216°11'25"	17.56	17.595	78.5
3	230°35'25"	49.055	50.15	63
4	251°25'00"	14.97	10.84	45
5	214°31'05"	10.81	10.84	45
6	278°37'00"	6.53	9.305	6.5
7	310°49'50"	38.149	38.64	125.5
8	60°26'40"	2.835	9.935	128
9	300°22'25"	9.935	9.935	128
10	293°09'50"	34.635	34.675	208
11	307°34'40"	8.225	8.38	12.5
12	326°46'25"	11.43	24.81	57
13	341°30'20"	24.81	24.81	57
14	357°30'55"	6.45	57.045	63
15	324°30'25"	21.8	21.95	116.5
16	309°33'50"	50.355	50.755	116.5
17	326°30'25"	21.8	21.95	116.5
18	309°33'50"	50.355	50.755	116.5
19	329°20'25"	6.715	9.205	209
20	0°46'10"	11.59	9.205	209
21	345°00'30"	42.095	42.53	86
22	345°00'30"	42.095	42.53	86
23	6°49'20"	6.19	24.325	45
24	48°07'55"	4.94	24.325	45
25	32°38'40"	24.403	24.325	45
26	17°09'25"	15.24	14.187	30
27	21°07'20"	4.185	14.187	30
28	320°17'20"	5.65	14.187	30
29	115°07'20"	33.985	48.225	63.5
30	137°00'50"	47.355	48.225	63.5
31	132°05'05"	132.21	137.465	116.5
32	126°12'55"	116.94	119.59	163.3
33	147°10'10"	5.38	163.3	163.3

SCHEDULE OF SHORT & CURVED BOUNDARIES

SEE SHEET 3



No.	BEARING	DISTANCE
A	198°22'20"	3.435 & 12.57
B	207°18'	3.435 & 12.57
C	27°31'55"	3.962 & 16.92
D	82°12'25"	3.962 & 16.92
E	118°30'25"	3.365 & 9.55
F	145°30'25"	3.365 & 9.55
G	145°30'25"	3.365 & 9.55
H	145°30'25"	3.365 & 9.55
I	145°30'25"	3.365 & 9.55
J	145°30'25"	3.365 & 9.55
K	145°30'25"	3.365 & 9.55
L	145°30'25"	3.365 & 9.55
M	145°30'25"	3.365 & 9.55
N	145°30'25"	3.365 & 9.55
O	145°30'25"	3.365 & 9.55
P	145°30'25"	3.365 & 9.55
Q	145°30'25"	3.365 & 9.55
R	145°30'25"	3.365 & 9.55
S	145°30'25"	3.365 & 9.55
T	145°30'25"	3.365 & 9.55
U	145°30'25"	3.365 & 9.55
V	145°30'25"	3.365 & 9.55
W	145°30'25"	3.365 & 9.55
X	145°30'25"	3.365 & 9.55
Y	145°30'25"	3.365 & 9.55
Z	145°30'25"	3.365 & 9.55

REFERENCE MARKS FOUND (DP 1085022) ⌀

SEE SHEET 3

No.	BEARING	DISTANCE
F1	85°38'50"	3.65 & 13.445
F2	25°07'20"	3.22 & 11.55
F3	202°23'40"	1.595 & 10.745
F4	202°23'40"	1.595 & 10.745
F5	68°54'25"	3.375 & 11.575
F6	68°54'25"	3.375 & 11.575
F7	140°	3.375 & 11.575
F8	57°10'10"	3.375 & 11.575
F9	240°28'40"	14.985

REFERENCE MARKS FOUND (DP 1085022) ⌀

- ⊙ D EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP 1051789)
- ⊕ EASEMENT FOR ELECTRICAL PURPOSES VARIABLE WIDTH (DP 8257795)

Plan Drawing only to appear in this space



DP1094767

Registered: 14/6/2006

21.02.2006

Paul M. Kelly
 26/5/06

Authorised Person/Deputy Registrar/Deputy Registrar
 For use where space is insufficient in any position than Form 2.

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919, as amended

Lengths are in metres

(Sheet 1 of 4 Sheets)

DP1094767

Plan of subdivision of
 Lot 2331 in D.P.1085022
 Council Certificate No.768/2001 (pt3)

Full name and address of the owner of the land:

Landcom
 Level 2, 330 Church Street
 PARRAMATTA NSW 2150

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on the use of land 10 wide	2345-2354 2356-2364 2354	Shellharbour City Council
2	Restriction on the use of land	2341-2362	Landcom

PART 1A

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for electrical purposes variable width (D.P.825735)	Lot 2331 in D.P.1085022 Lot 2332 in D.P.1085022 & Lot 2037 in D.P.1051789 Whittaker Street, Woolgunyah Parkway	Integral Energy Australia

PART 2 (Terms)

Terms of restriction numbered 1 in the plan.

No habitable dwelling of part thereof shall be constructed or permitted to be constructed within the site of the restriction on the use of land designated 'A' on the abovementioned plan.

Name of authority whose consent is required to release, vary or modify the terms of the restriction numbered 1 in the plan.

SHELLHARBOUR CITY COUNCIL

Approved by the Council of Shellharbour

.....
 General Manager/Authorised Person

[Handwritten Signature] 26/5/06

[Handwritten Initials]

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919, as amended

Lengths are in metres

(Sheet 2 of 4 Sheets)

Plan of subdivision of
Lot 2331 in D.P.1085022
Council Certificate No.768/2001 (pt3)

DP1094767

PART 2 (Terms)(Continued)

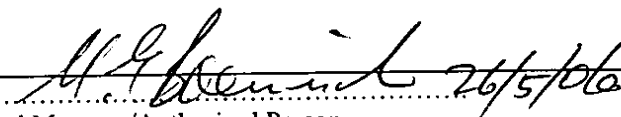
Terms of restriction numbered 2 in the plan.

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

Name of authority whose consent is required to release, vary or modify the terms of the restriction numbered 2 in the plan.

LANDCOM

Approved by the Council of Shellharbour


.....
General Manager/Authorised Person



Instrument setting out terms of Easements or Profits á Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919, as amended

Lengths are in metres

(Sheet 3 of 4 Sheets)

Plan:

Plan of subdivision of
Lot 2331 in D.P.1085022
Council Certificate No.768/2001 (pt3)

DP1094767

PART 2 (Terms)(Continued)

SIGNED by me CARMEN LORRAINE OSBORNE
as DELEGATE of LANDCOM and I hereby
declare that I have no notice of revocation
of the delegation in the presence of:

} *Ch Osborne*
}
}
}

LANDCOM by its delegate

Tim Vye

.....
Signature of witness

Tim VYE

.....
Name of witness

Landcom
Level 2,
330 Church Street
PARRAMATTA NSW 2124

.....
Address of witness

*47 Anastasio Road
Liverpool 2170*

Approved by the Council of Shellharbour

M. Bennett 26/5/06.
.....
General Manager/Authorised Person

CRD

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919, as amended

Lengths are in metres

(Sheet 4 of 4 Sheets)

Plan:

Plan of subdivision of
Lot 2331 in D.P.1085022
Council Certificate No.768/2001 (pt3)

PART 2 (CONTINUED)

DP1094767

Signed on behalf of Integral Energy Australia
by its Attorney pursuant to Power of Attorney
Book 4446 No.816 in the presence of:

.....
Signature of witness

.....
Name of witness

c/- Integral Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

.....
Signature of Attorney
Name: Geoff Rietmiller
Position: Network Property Manager

.....
Date of execution

ARP0608



Approved by the Council of Shellharbour

.....
General Manager/Authorised Person

.....
Handwritten signature

R.M.	MARK	REFERENCE	ORIGIN
RM A	R.M. DH & W.F.D.	244°32'35" - 10.715	D.P. 1094767
RM B	R.M. DH & W.F.D.	214°20' - 9.08	D.P. 1094767
RM C	R.M. DH & W	202°51'30" - 3.355	PLACED
RM D	R.M. DH & W.F.D.	199°48'05" - 3.37 & 9.155	D.P. 1094767
RM E	R.M. DH & W	194°23'30" - 3.405	PLACED
RM F	R.M. DH & W	202°49' - 3.385	PLACED
RM G	R.M. DH & W	208°11' - 3.375	PLACED
RM H	R.M. DH & W	208°06' - 3.375	PLACED
RM I	R.M. DH & W	211°04' - 3.385	PLACED
RM J	R.M. DH & W.F.D.	202°38' - 3.355 & 9.085	D.P. 1094767
RM K	R.M. DH & W.F.D.	291°59' - 3.305 & 9.59	D.P. 1094767
RM L	R.M. DH & W.F.D.	295°14'50" - 3.28 & 9.8	D.P. 1094767
RM M	R.M. DH & W.F.D.	56°19'20" - 2.285 & 9.65	D.P. 1094767
RM N	R.M. GIP F.D.	11°09'15" - 6.615	D.P. 1094767
RM O	R.M. DH & W	280°28' - 15.76	PLACED
RM P	R.M. DH & W.F.D.	201°59' - 3.4 & 9.125	D.P. 1094767

MARK	EASTING	NORTHING	ZONE CLASS	ORDER	ORIGIN
SSM 149224	301 992.235	6 171 231.061	56	C	4
SSM 149225	301 691.613	6 171 346.215	56	C	4
SSM 149226	301 543.677	6 171 485.387	56	C	4

MGA CO-ORDINATES ADOPTED FROM SCIMS AT 31 OCTOBER 2008
 COMBINED SCALE FACTOR 1.000080 ZONE 56

No.	BEARING	DISTANCE	ARC	RADIUS
1	CH 293°33'15"	1.89	1.89	200
2	CH 296°24'25"	18.025	18.035	200
3	CH 301°34'05"	17.955	18	200
4	CH 304°14'25"	0.65	0.65	200

- (A) RESTRICTION ON THE USE OF LAND 10 WIDE (D.P. 1049767)
- (B) EASEMENT TO DRAIN WATER 10 WIDE
- (C) EASEMENT FOR SERVICES 10 WIDE
- (D) RIGHT OF CARRIAGEWAY 10 WIDE

Scale: 1:500

Surveyor: CRAIG ROBSON
 Date of Survey: 31-10-2008
 Surveyor's Ref: 80154

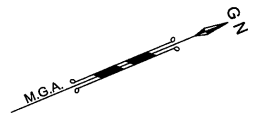
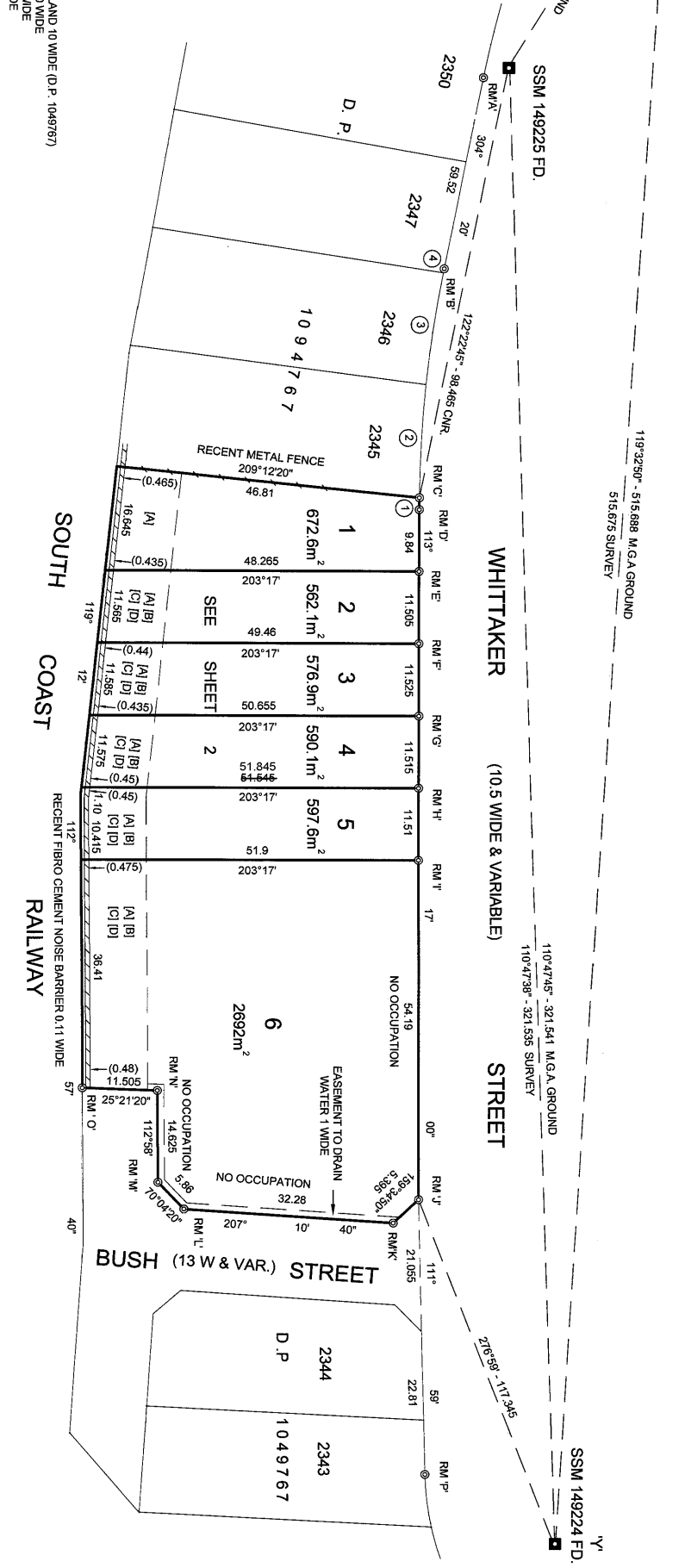
PLAN OF SUBDIVISION OF LOT 2363 IN
 D.P. 1094767

LGA: SHELLHARBOUR
 Locality: FLINDERS
 Subdivision No: 529/2007
 Lengths are in metres. Reduction Ratio: 1:500

REGISTERED
 9.2.2009

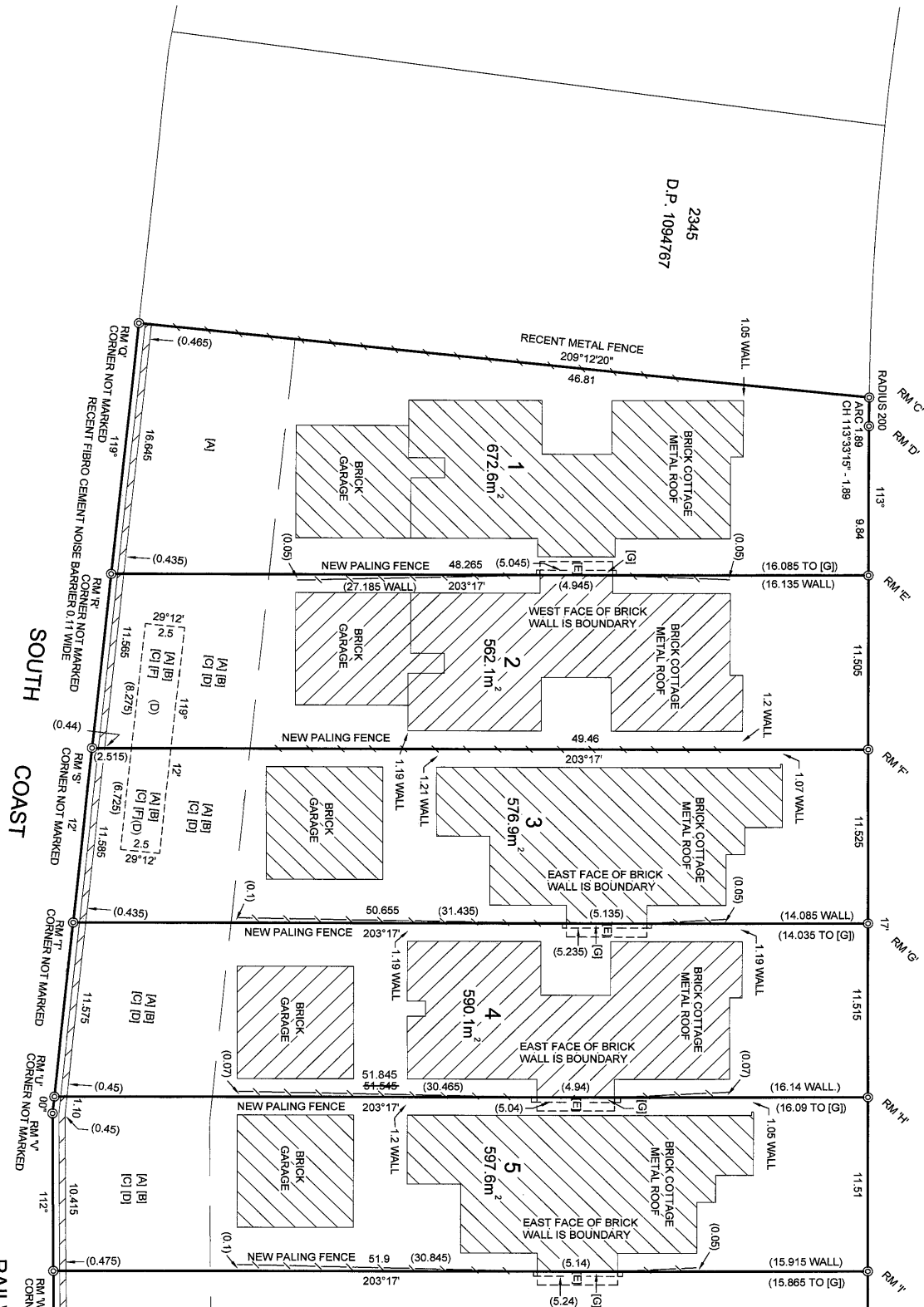
DP1134764 P

DISTANCE OF COMMON BOUNDARY LOTS 4 & 5 AMENDED VIDE 2009/1097



Scale: 1:200
 0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Metres of mm

- [A] RESTRICTION ON THE USE OF LAND 10 WIDE (O.P. 1049767)
- [B] EASEMENT TO DRAIN WATER 10 WIDE
- [C] EASEMENT FOR SERVICES 10 WIDE
- [D] RIGHT OF CARRIAGEWAY 10 WIDE
- [E] EASEMENT FOR MAINTENANCE 0.9 WIDE
- [F] EASEMENT FOR PARKING 2.5 WIDE
- [G] EASEMENT FOR OVERHANG 0.08 WIDE



R.M.	MARK	SCHEDULE OF REFERENCE MARKS	REFERENCE	ORIGIN
R.M. C	R.M. DH & W	207°51'30" - 3.365	PLACED	
R.M. D	R.M. DH & W	199°46'05" - 3.37 & 9.155	D.P. 1094767	
R.M. E	R.M. DH & W	194°23'30" - 3.405	PLACED	
R.M. F	R.M. DH & W	202°49' - 3.365	PLACED	
R.M. G	R.M. DH & W	208°11' - 3.375	PLACED	
R.M. H	R.M. DH & W	208°08' - 3.375	PLACED	
R.M. I	R.M. DH & W	211°04' - 3.395	PLACED	
R.M. Q	R.M. DH & W	234°45' - 5.2	PLACED	
R.M. R	R.M. DH & W	203°17' - 5.395	PLACED	
R.M. S	R.M. DH & W	203°17' - 5.98	PLACED	
R.M. T	R.M. DH & W	203°17' - 6.53	PLACED	
R.M. U	R.M. DH & W	203°17' - 7.095	PLACED	
R.M. V	R.M. DH & W	208°28' - 7.14	PLACED	
R.M. W	R.M. DH & W	203°17' - 6.52	PLACED	

Surveyor: CRAIG ROBSON
 Date of Survey: 31-10-2008
 Surveyor's Ref: 80154

PLAN OF SUBDIVISION OF LOT 2.363
 IN D.P. 1094767

LGA: SHELLHARBOUR
 Locality: FLINDERS
 Subdivision No: 529/2007
 Lengths are in metres. Reduction Ratio: 1:200

REGISTERED
 9.2.2009

DP1134764

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 2 sheets

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE :

1. EASEMENT TO DRAIN WATER 10 WIDE.
2. EASEMENT TO DRAIN WATER 1 WIDE.
3. EASEMENT FOR SERVICES 10 WIDE.
4. RIGHT OF CARRIAGEWAY 10 WIDE.
5. EASEMENT FOR PARKING 2.5 WIDE.
6. EASEMENT FOR MAINTENANCE 0.9 WIDE.
7. EASEMENT FOR OVERHANG 0.05 WIDE.
8. RESTRICTION ON THE USE OF LAND.
9. RESTRICTION ON THE USE OF LAND.

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:.....
Date:.....
File Number:.....
Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed..... SUBDIVISION..... set out herein
(insert 'subdivision' or 'new road')


M.A. Bennett
.....
* Authorised Person/~~General Manager~~/Accredited Certifier

Consent Authority: SHELLHARBOUR CITY COUNCIL
Date of Endorsement: 9/12/08
Accreditation no:
Subdivision Certificate no: 525/2007
File no: 525/2007

*



DP1134764 S

Registered:  9.2.2009 *

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 2363 IN D.P. 1094767

LGA: SHELLHARBOUR
Locality: FLINDERS
Parish: TERRAGONG
County: CAMDEN

Surveying Regulation, 2006

I, CRAIG ROBSON
of C.ROBSON & ASSOCIATES PTY LTD
PO BOX 93 CORRIMAL 2518
.....
a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: 31.OCTOBER.2008.....

The survey relates to LOTS 1-6
.....
(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature *C. Robson* Dated: 31-10-2008
Surveyor registered under the *Surveying Act, 2002*

Datum Line: 'X'-'Y'
Type: Urban/~~Rural~~

Plans used in the preparation of survey/compilation
D.P.1094767

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYORS REFERENCE: 80154

* OFFICE USE ONLY

* Delete whichever is inapplicable.

WARNING: Creating or holding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheets

PLAN OF SUBDIVISION OF LOT 2363 IN D.P. 1094767

DP1134764

Registered:



9.2.2009

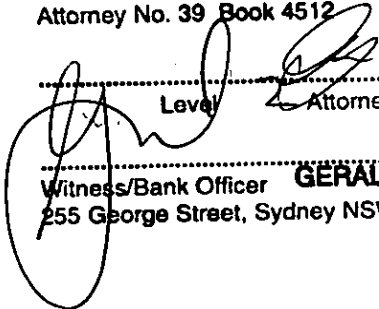
Subdivision Certificate No: 525/2007

Date of Endorsment:

9-12-08

Mortgages under Mortgage No. **AD 896 021**
Signed at Sydney this **11th** day of
December 2008 for National
Australia Bank Limited ABN 12 004 044 937
by **AMY CHU**
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

M F **MAX DI FAZIO**
SOLE DIRECTOR
Sole Director / Secretary
C-HI CONSTRUCTIONS PTY LTD
ACN 101 682 295
COMPANY NAME


Level **2** Attorney
Witness/Bank Officer **GERALDINE MIGUEL**
255 George Street, Sydney NSW

SURVEYORS REFERENCE: **80154**

* OFFICE USE ONLY

AMENDED BY A. BROWNE 5-2-09

Instrument setting out terms of easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88b Conveyancing Act 1919.



(Sheet 1 of 5 Sheets)

DP1134764 B

Plan of Subdivision of Lot 2363 in
 D.P. 1094767 covered by Subdivision
 Certificate No. *525/2007*

**Full name and address
 of the owner of the land:**

C-HI Constructions Pty Ltd
 6 Egret Place
 Blackbutt 2529

Part 1 (Creation)

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 10 Wide	2 3 4 5 6	1 1-2 1-3 1-4 1-5
2	Easement to drain Water 1 Wide	6	1-5
3	Easement for Services 10 Wide	2 3 4 5 6	1 1-2 1-3 1-4 1-5
4	Right of Carriageway 10 Wide	2 3 4 5 6	1,3,4,5 & 6 1,2,4,5 & 6 1,2,3,5 & 6 1,2,3,4 & 6 1-5
5	Easement for Parking 2.5 Wide	2 3 6	1-6 1-6 1-6

Authorised Person
 Shellharbour City Council

M. L. Brown 9/12/08

DP1134764

Plan of Subdivision of Lot 2363 in
 D.P. 1094767 covered by Subdivision
 Certificate No. *525/2007*

(Sheet 2 of 5 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
6	Easement for Maintenance 0.9 Wide	1 4 5 6	2 3 4 5
7	Easement for Overhang 0.05 Wide	1 4 5 6	2 3 4 5
8	Restriction on the Use of Land	1-6	Shellharbour City Council
9	Restriction on the Use of Land	Each Lot	Every other lot

Part 2 (Terms)

Terms of Easement for parking 2.5 Wide Numbered 5 in the plan.

Full and free right for the body in whose favour this easement is created to have visitors and/or service vehicles park for up to a continuous period of 24 hours.

The body having the benefit of this easement must ensure all visitors visiting their respective benefiting lot

- a) Cause as little inconvenience as is practicable to the owner and any occupier of the lots burdened.
- b) Cause as little damage as is practicable to the lots burdened and any improvement on it.
- c) Keep all necessary noise to a level acceptable to the burdened lot owner.

Name of body empowered to release vary or modify the Easement for Parking 2.5 Wide fifthly referred to in the above mentioned plan.

Shellharbour City Council

Authorised Person
 Shellharbour City Council

M. L. Baenil 9/12/08

DP1134764

Plan of Subdivision of Lot 2363 in
D.P. 1094767 covered by Subdivision
Certificate No. *525/2007*

(Sheet 3 of 5 Sheets)

Terms of Easement for Maintenance 0.9 Wide Numbered 6 in the Plan.

1

The owner of the lot benefited may:

- a) At the expiration of at least one week's notice served on the owner or occupier of a lot burdened for the purpose of carrying out necessary work on, or on any structure on, the lot benefited which cannot otherwise reasonably be carried out,
And
- b) Do anything reasonably necessary for that purpose, including:
 - Entering the lot burdened, and
 - Taking anything on the lot burdened.

2

In exercising those powers, the owner of the lot benefited must:

- a) Ensure all work on the lot benefited is done properly and carried out as quickly as practicable, and
- b) Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- c) Cause as little damage as is practicable to the burdened any improvement on it, and
- d) Restore the lot burdened as nearly as is practicable to its former condition, and
- e) Make good any collateral damage.

Name of body empowered to release vary or modify the Terms of Easement for Maintenance 0.9 Wide sixthly referred to in the above mentioned plan.

Shellharbour City Council

Authorised Person

Shellharbour City Council

M. J. Bennett 9/12/08

DP1134764

Plan of Subdivision of Lot 2363 in
D.P. 1094767 covered by Subdivision
Certificate No. 525/2007

(Sheet 4 of 5 Sheets)

Terms of Restriction on the Use of Land Numbered 8 in the Plan.

No fencing extending along the common boundary is permitted within the 'Easement for Maintenance 0.9 Wide'

Name of body empowered to release vary or modify the Terms of Restriction on the Use of Land eighthly referred to in the above mentioned plan.

Shellharbour City Council

Terms of Restriction on the Use of Land Numbered 9 in the Plan.

No fence shall be erected on any Lot to divide it from any adjoining Lot owned by C-HI Constructions Pty Ltd but only during the ownership thereof by the said C-HI Constructions its successors and assigns other than purchasers on sale, without the consent of C-HI Constructions its successors and assigns provided that such consent shall be not be refused if such fence is erected without expenses to C-HI Constructions successors and assigns and provided further that such consent shall be deemed to have been given in respect of any fence for the time being erected.

Name of body empowered to release vary or modify the Terms of Restriction on the Use of Land ninthly referred to in the above mentioned plan.

C-HI Constructions Pty Ltd ACN 101 682 295

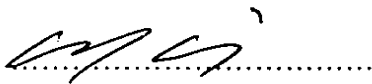
Authorised Person
Shellharbour City Council *M. E. Bennet* 9/12/08

Plan of Subdivision of Lot 2363 in
D.P. 1094767 covered by Subdivision
Certificate No. 525/2007

(Sheet 5 of 5 Sheets)

DP1134764

Executed by its Directors C-HI Constructions Pty Limited.
(A.C.N. 101 682 295) in accordance with
its articles of association in the presence of

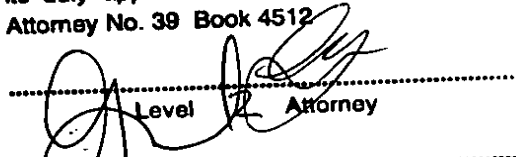


Sole Director/Secretary

.....

Secretary

Mortgagee under Mortgage No. AD 896021
Signed at Sydney this 11th day of
December 2008 for National
Australia Bank Limited ABN 12 004 044 937
by Amy City
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512


.....
Level Attorney

Witness/Bank Officer **GERALDINE MIGUEL**
255 George Street, Sydney NSW

Authorised Person
Shellharbour City Council





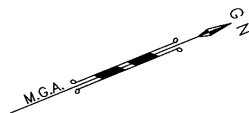
R.M.	MARK	REFERENCE	ORIGIN
RM 'A'	R.M. DH & W FD.	244'32.35" - 10.715	D.P. 1094767
RM 'B'	R.M. DH & W FD.	214'20" - 9.08	D.P. 1094767
RM 'C'	R.M. DH & W FD.	202'51'30" - 3.355	D.P. 1134764
RM 'D'	R.M. DH & W FD.	199'46'05" - 3.37 & 9.155	D.P. 1094767
RM 'E'	R.M. DH & W FD.	194'23'30" - 3.405	D.P. 1134764
RM 'F'	R.M. DH & W FD.	202'49" - 3.365	D.P. 1134764
RM 'G'	R.M. DH & W FD.	208'11" - 3.375	D.P. 1134764
RM 'H'	R.M. DH & W FD.	208'06" - 3.375	D.P. 1134764
RM 'I'	R.M. DH & W FD.	211'04" - 3.395	D.P. 1134764
RM 'J'	R.M. DH & W	208'16" - 3.38	PLACED
RM 'K'	R.M. DH & W	207'37" - 3.465	PLACED
RM 'L'	R.M. DH & W	216'26" - 3.51	PLACED
RM 'M'	R.M. DH & W FD.	202'38" - 3.355 & 9.085	D.P. 1094767
RM 'N'	R.M. DH & W FD.	291'59" - 3.305 & 9.59	D.P. 1094767
RM 'O'	R.M. DH & W FD.	295'14'50" - 3.29 & 9.8	D.P. 1094767
RM 'P'	R.M. DH & W FD.	56'15'20" - 2.285 & 9.65	D.P. 1094767

R.M.	MARK	REFERENCE	ORIGIN
RM 'Q'	R.M. GIP FD.	11'09'15" - 6.615	D.P. 1094767
RM 'R'	R.M. DH & W	280'28" - 15.76	D.P. 1134764
RM 'S'	R.M. DH & W	203'17" - 5.14	PLACED
RM 'T'	R.M. DH & W	203'17" - 5.83	PLACED
RM 'U'	R.M. DH & W FD.	203'17" - 6.52	D.P. 1134764
RM 'V'	R.M. DH & W FD.	208'28" - 7.14	D.P. 1134764
RM 'W'	R.M. DH & W FD.	20'159" - 3.4 & 9.125	D.P. 1094767

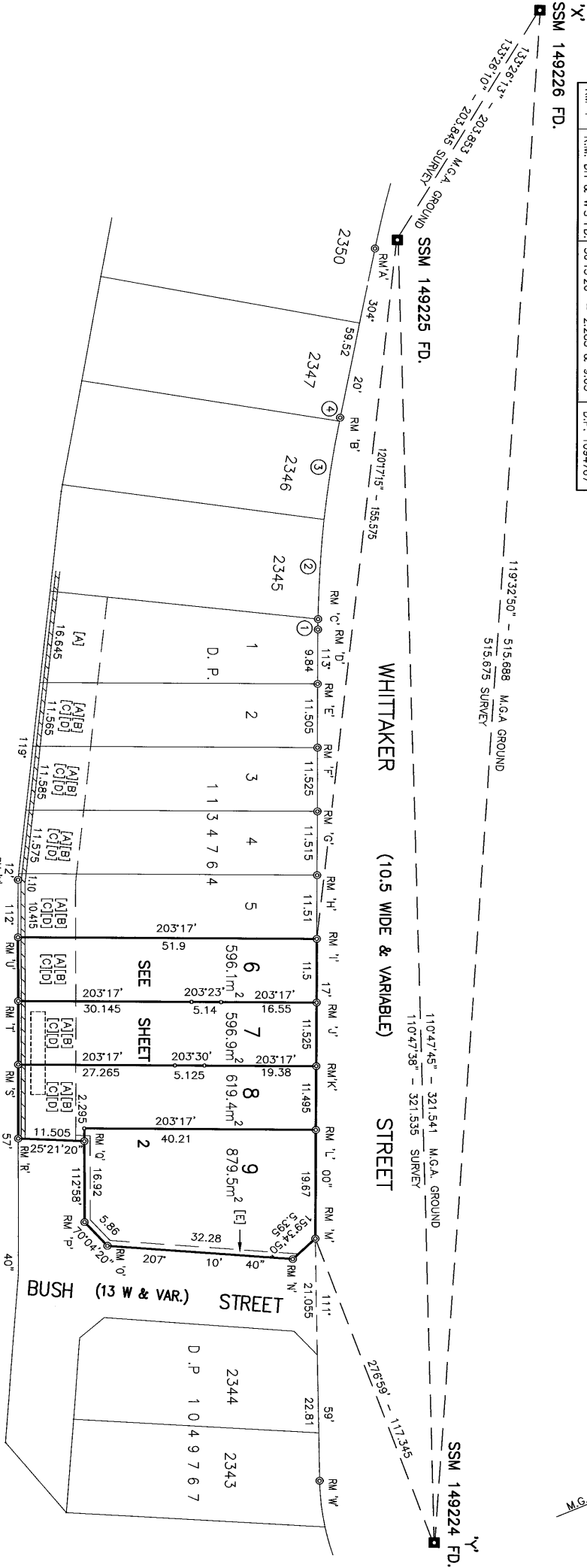
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER	ORIGIN
SSM 149224	301 992.236	6 171 231.061	56	C	4	SCMS
SSM 149225	301 891.613	6 171 345.215	56	C	4	SCMS
SSM 149226	301 543.577	6 171 485.387	56	C	4	SCMS

MGA CO-ORDINATES ADOPTED FROM SCMS AT 31 OCTOBER 2008
 COMBINED SCALE FACTOR 1.000090

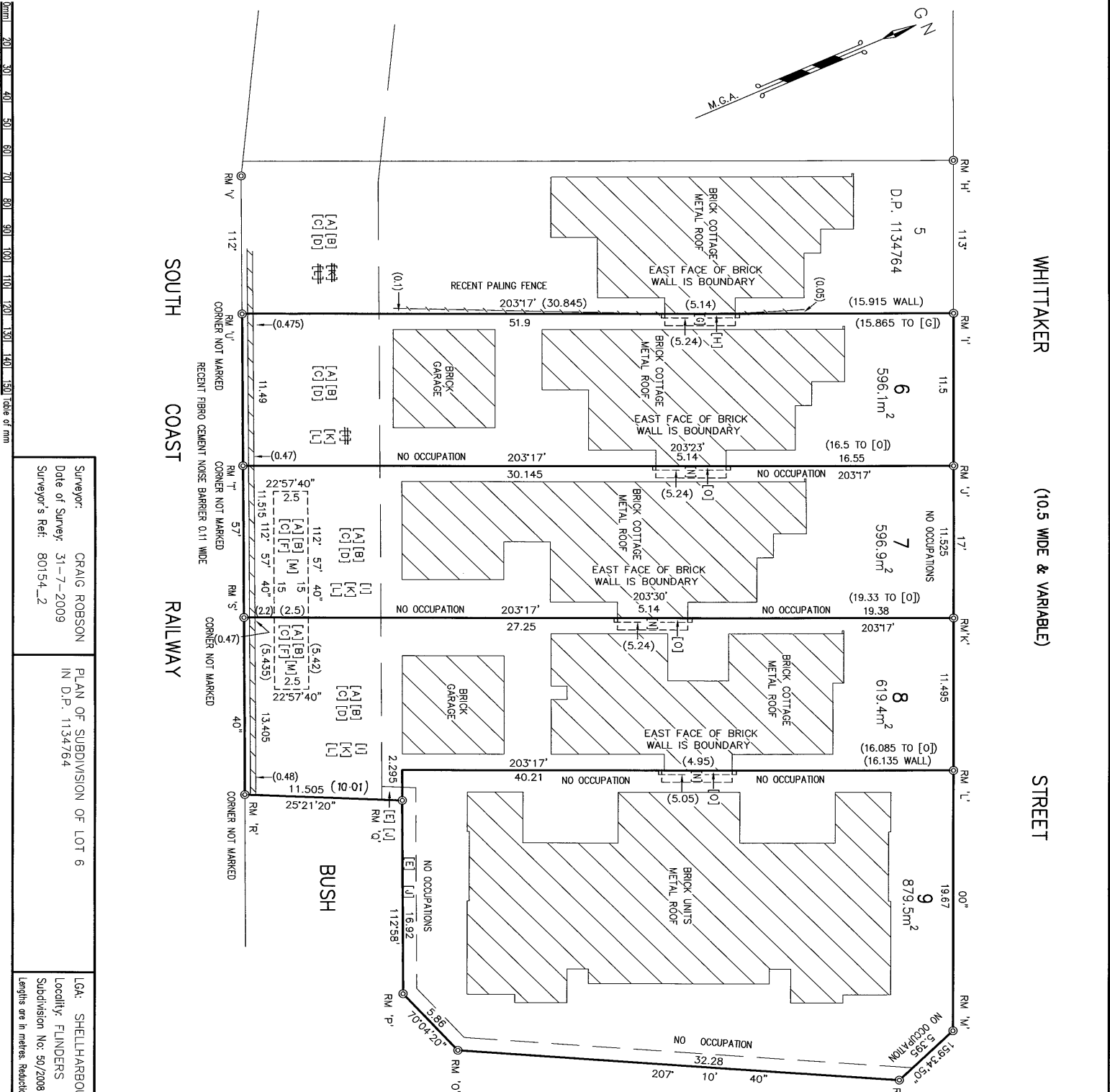
No.	BEARING	DISTANCE	ARC	RADIUS
1	CH 293°33'15"	1.89	1.89	200
2	CH 296°24'25"	18.025	18.035	200
3	CH 301°34'05"	17.995	18	200
4	CH 304°14'25"	0.65	0.65	200



- [A] RESTRICTION ON THE USE OF LAND 10 WIDE (D.P. 1049767)
- [B] EASEMENT TO DRAIN WATER 10 WIDE (D.P. 1134764)
- [C] EASEMENT FOR SERVICES 10 WIDE (D.P. 1134764)
- [D] RIGHT OF CARRIAGEWAY 10 WIDE (D.P. 1134764)
- [E] EASEMENT TO DRAIN WATER 1 WIDE (D.P. 1134764)



Surveyor: CRAIG ROBSON Date of Survey: 31-7-2009 Surveyor's Ref: 80154_2	PLAN OF SUBDIVISION OF LOT 6 IN D.P. 1134764	LGA: SHELLHARBOUR Localty: FLINDERS Subdivision No: 50/2008 (PT 2) Lengths are in metres. Reduction Ratio 1: 500	REGISTERED 30.11.2009	
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(13 WIDE & VARIABLE) STREET

SCHEDULE OF REFERENCE MARKS

R.M.	MARK	REFERENCE	ORIGIN
RM 'H'	R.M. DH & W FD.	208'06" - 3.375	D.P. 1134764
RM 'I'	R.M. DH & W FD.	211'04" - 3.395	D.P. 1134764
RM 'J'	R.M. DH & W	208'16" - 3.38	PLACED
RM 'K'	R.M. DH & W	207'38" - 3.465	PLACED
RM 'L'	R.M. DH & W	216'26" - 3.51	PLACED
RM 'M'	R.M. DH & W.S FD.	202'38" - 3.355 & 9.085	D.P. 1094767
RM 'N'	R.M. DH & W.S FD.	291'59" - 3.305 & 9.59	D.P. 1094767
RM 'O'	R.M. DH & W.S FD.	295'14'50" - 3.29 & 9.8	D.P. 1094767
RM 'P'	R.M. DH & W.S FD.	56'15'20" - 2.285 & 9.85	D.P. 1094767
RM 'Q'	R.M. GIP FD.	11'09'15" - 6.615	D.P. 1094767
RM 'R'	R.M. DH & W FD.	280'28" - 15.76	D.P. 1134764
RM 'S'	R.M. DH & W	186'18" - 6.485	PLACED
RM 'T'	R.M. DH & W	203'17" - 5.14	PLACED
RM 'U'	R.M. DH & W FD.	203'17" - 6.52	D.P. 1134764
RM 'V'	R.M. DH & W FD.	208'28" - 7.14	D.P. 1134764

- [A] RESTRICTION ON THE USE OF LAND 10 WIDE (D.P. 1049767)
- [B] EASEMENT TO DRAIN WATER 10 WIDE (D.P. 1134764)
- [C] EASEMENT FOR SERVICES 10 WIDE (D.P. 1134764)
- [D] RIGHT OF CARRIAGEWAY 10 WIDE (D.P. 1134764)
- [E] EASEMENT TO DRAIN WATER 1 WIDE (D.P. 1134764)
- [F] EASEMENT FOR PARKING 2.5 WIDE (D.P. 1134764)
- [G] EASEMENT FOR MAINTENANCE 0.9 WIDE (D.P. 1134764)
- [H] EASEMENT FOR OVERHANG 0.05 WIDE (D.P. 1134764)
- [I] EASEMENT TO DRAIN WATER 10 WIDE
- [J] EASEMENT TO DRAIN WATER 1 WIDE
- [K] EASEMENT FOR SERVICES 10 WIDE
- [L] RIGHT OF CARRIAGEWAY 10 WIDE
- [M] EASEMENT FOR PARKING 2.5 WIDE
- [N] EASEMENT FOR MAINTENANCE 0.9 WIDE
- [O] EASEMENT FOR OVERHANG 0.05 WIDE

Surveyor: CRAIG ROBSON
 Date of Survey: 31-7-2009
 Surveyor's Ref: 80154-2

PLAN OF SUBDIVISION OF LOT 6
 IN D.P. 1134764

LGA: SHELLHARBOUR
 Locality: FLINDERS
 Subdivision No: 50/2008 (P72)
 Lengths are in metres. Reduction Ratio 1:200

REGISTERED
 30.11.2009
 DP1145614

Scale of 1:2000

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 2 sheets

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.



DP1145614 S

Registered:  30.11.2009

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 6 IN D.P. 1134764

LGA: SHELLHARBOUR

Locality: FLINDERS

Parish: TERRAGONG

County: CAMDEN

Surveying Regulation, 2006

I, CRAIG ROBSON
 of C. ROBSON & ASSOCIATES PTY LTD
PO BOX 93 CORRIMAL 2518

a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: 31 JULY 2009

The survey relates to LOTS 6-9

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature C. Robson Dated: 31.7.2009
 Surveyor registered under the *Surveying Act, 2002*

Datum Line: 'X': 'Y'

Type: Urban/Rural

Plans used in the preparation of survey/compilation

D.P.1094767

D.P.1134764

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYORS REFERENCE: 80154_2

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 10 WIDE.
2. EASEMENT TO DRAIN WATER 1 WIDE.
3. EASEMENT FOR SERVICES 10 WIDE.
4. RIGHT OF CARRIAGEWAY 10 WIDE.
5. EASEMENT FOR PARKING 2.5 WIDE.
6. EASEMENT FOR MAINTENANCE 0.9 WIDE.
7. EASEMENT FOR OVERHANG 0.05 WIDE.
8. RESTRICTION ON THE USE OF LAND.
9. RESTRICTION ON THE USE OF LAND.

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I, in approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:
 Date:
 File Number:
 Office:

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein
 (insert 'subdivision' or 'new road')

C. Robson
 * Authorised Person/General Manager/Accredited Certifier

Consent Authority: SHELLHARBOUR CITY COUNCIL
 Date of Endorsement: 22/10/09
 Accreditation no:
 Subdivision Certificate no: 50/2008 (PT2)
 File no: 50/2008 (PT2)

* Delete whichever is inapplicable.

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheets

PLAN OF SUBDIVISION OF LOT 6 IN D.P. 1134764

DP1145614

Registered:  30.11.2009

Subdivision Certificate No: 525/2007

Date of Endorsment: 22-10-09


Sole DIRECTOR

Massimo Di Fazio

C-HI CONSTRUCTIONS PTY., LIMITED ACN 101 682 295

SECRETARY

Mortgagee under Mortgage No. AD896021
Signed at Sydney this 30 day of
OCTOBER 2009 for National
Australia Bank Limited ABN 12 004 044 937
by AMY CUN
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512


Level 2 Attorney

Witness/Bank Officer SANDRA D. GALE
255 George Street, Sydney NSW

SURVEYORS REFERENCE: 80154_2

* OFFICE USE ONLY

Instrument setting out terms of easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88b Conveyancing Act 1919.



DP1145614 B

(Sheet 1 of 5 Sheets)

Plan of Subdivision of Lot 6 in
D.P. 1134764 covered by Subdivision
Certificate No.50/2008 (Pt 2)

**Full name and address
of the owner of the land:**

C-HI Constructions Pty Ltd
6 Egret Place
Blackbutt 2529

Part 1 (Creation)

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 10 Wide	7 8	6 6-7
2	Easement to drain Water 1 Wide	8 9	6-7 6-7-8
3	Easement for Services 10 Wide	6 7 8	7,8,9 6,8,9 6,7,9
4	Right of Carriageway 10 Wide	6 7 8	7,8,9 6,8,9 6,7,9
5	Easement for Parking 2.5 Wide	7 8	6,8,9 6,7,9

Authorised Person
Shellharbour City Council

DP1145614

(Sheet 2 of 5 Sheets)

Plan of Subdivision of Lot 6 in
 D.P. 1134764 covered by Subdivision
 Certificate No.50/2008 (Pt 2)

Part 1 (Creation)

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
6	Easement for Maintenance 0.9 Wide	6 7 8 9	7 6 7 8
7	Easement for Overhang 0.05 Wide	6 7 8 9	7 6 7 8
8	Restriction on the Use of Land	6-9	Shellharbour City Council
9	Restriction on the Use of Land	Each Lot	Every other lot

Part 2 (Terms)

Terms of Easement for parking 2.5 Wide Numbered 5 in the plan.

Full and free right for the body in whose favour this easement is created to have visitors and/or service vehicles park for up to a continuous period of 24 hours.

The body having the benefit of this easement must ensure all visitors visiting their respective benefiting lot

- a) Cause as little inconvenience as is practicable to the owner and any occupier of the lots burdened.
- b) Cause as little damage as is practicable to the lots burdened and any improvement on it.
- c) Keep all necessary noise to a level acceptable to the burdened lot owner.

Name of body whose consent is required to release vary or modify the Easement for Parking 2.5 Wide fifthly referred to in the above mentioned plan.

Shellharbour City Council

Authorised Person
 Shellharbour City Council 

DP1145614

(Sheet 3 of 5 Sheets)

Plan of Subdivision of Lot 6 in
D.P. 1134764 covered by Subdivision
Certificate No.50/2008 (Pt 2)

Terms of Easement for Maintenance 0.9 Wide Numbered 6 in the Plan.

1

The owner of the lot benefited may:

- a) At the expiration of at least one week's notice served on the owner or occupier of a lot burdened for the purpose of carrying out necessary work on, or on any structure on, the lot benefited which cannot otherwise reasonably be carried out,
And
- b) Do anything reasonably necessary for that purpose, including:
 - Entering the lot burdened, and
 - Taking anything on the lot burdened.

2

In exercising those powers, the owner of the lot benefited must:

- a) Ensure all work on the lot benefited is done properly and carried out as quickly as practicable, and
- b) Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- c) Cause as little damage as is practicable to the burdened any improvement on it, and
- d) Restore the lot burdened as nearly as is practicable to its former condition, and
- e) Make good any collateral damage.

Name of body whose consent is required to release vary or modify the Terms of Easement for Maintenance 0.9 Wide sixthly referred to in the above mentioned plan.

Shellharbour City Council

Authorised Person
Shellharbour City Council 

DP1145614

(Sheet 4 of 5 Sheets)

Plan of Subdivision of Lot 6 in
D.P. 1134764 covered by Subdivision
Certificate No.50/2008 (Pt 2)

Terms of Restriction on the Use of Land Numbered 8 in the Plan.

No fencing extending along the common boundary is permitted within the 'Easement for Maintenance 0.9 Wide'

Name of body empowered to release vary or modify the Terms of Restriction on the Use of Land eighthly referred to in the above mentioned plan.

Shellharbour City Council

Terms of Restriction on the Use of Land Numbered 9 in the Plan.

No fence shall be erected on any Lot to divide it from any adjoining Lot owned by C-HI Constructions Pty Ltd but only during the ownership thereof by the said C-HI Constructions its successors and assigns other than purchasers on sale, without the consent of C-HI Constructions its successors and assigns provided that such consent shall be not be refused if such fence is erected without expenses to C-HI Constructions successors and assigns and provided further that such consent shall be deemed to have been given in respect of any fence for the time being erected.

Name of body whose consent is required to release vary or modify the Terms of Restriction on the Use of Land ninthly referred to in the above mentioned plan.

C-HI Constructions Pty Ltd ACN 101 682 295

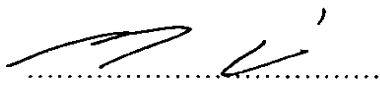
Authorised Person
Shellharbour City Council 

(Sheet 5 of 5 Sheets)

DP1145614


Plan of Subdivision of Lot 6 in
D.P. 1134764 covered by Subdivision
Certificate No.50/2008 (Pt 2)


Executed by its Directors C-HI Constructions Pty Limited.
(A.C.N. 101 682 295) in accordance with
its articles of association in the presence of


.....
Sale Director **Massimo Di Fazio**

.....
Secretary

Mortgagee under Mortgage No. **AD896021**
Signed at Sydney this **30** day of
OCTOBER 200**9** for National
Australia Bank Limited ABN 12 004 044 937
by **AMY CHM**
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512


.....
Level 2 Attorney


.....
Witness/Bank Officer **SANDRA D. GALE**
255 George Street, Sydney NSW

Authorised Person
Shellharbour City Council 



Strata Schemes Management Regulation 2016

Current version for 8 November 2024 to date (accessed 30 January 2025 at 10:40)

Schedule 3

Schedule 3 Model by-laws for residential strata schemes

(Clause 37)

Note—

These by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the strata plan.

1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2 Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation—
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must—
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that

services the lot, and

- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation—

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

4 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

5 Keeping of animals

Note—

Select option A or B. If no option is selected, option A will apply.

Option A

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.

- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—
- (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the [*Disability Discrimination Act 1992*](#) of the Commonwealth.

6 Noise

An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

7 Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier—
- (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

Note—

Select option A or B. If no option is selected, option A will apply.

Option A

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

Option B

- (1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except—
 - (a) in an area designated as a smoking area by the owners corporation, or
 - (b) with the written approval of the owners corporation.
- (2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
- (3) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

11 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

12 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law—
washing includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must—
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.

- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law—
bin includes any receptacle for waste.
waste includes garbage and recyclable material.

16 Disposal of waste—shared bins [applicable where bins are shared by lots]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must—
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law—
bin includes any receptacle for waste.
waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified—
 - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

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: CAM-195-1
Certificate No: PL0211/2025
Print Date: 31 January 2025

LAND DESCRIPTION:

4 Bush Street FLINDERS NSW 2529

Lot 2 SP 83078

Land ID: 29874

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.

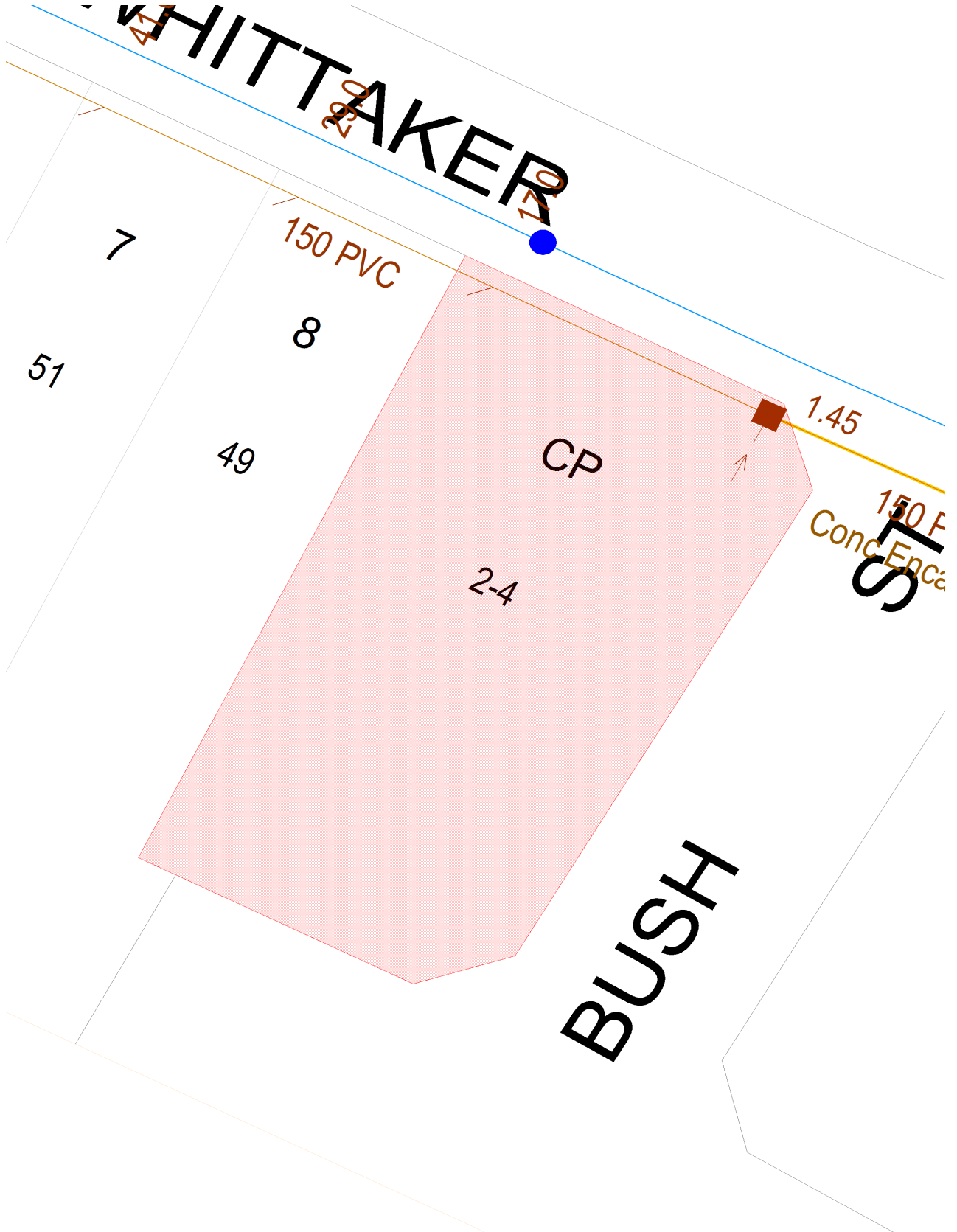
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PART B: NOTATIONS

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

Service Location Print
Application Number: 8002154404



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Disclaimer

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

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
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

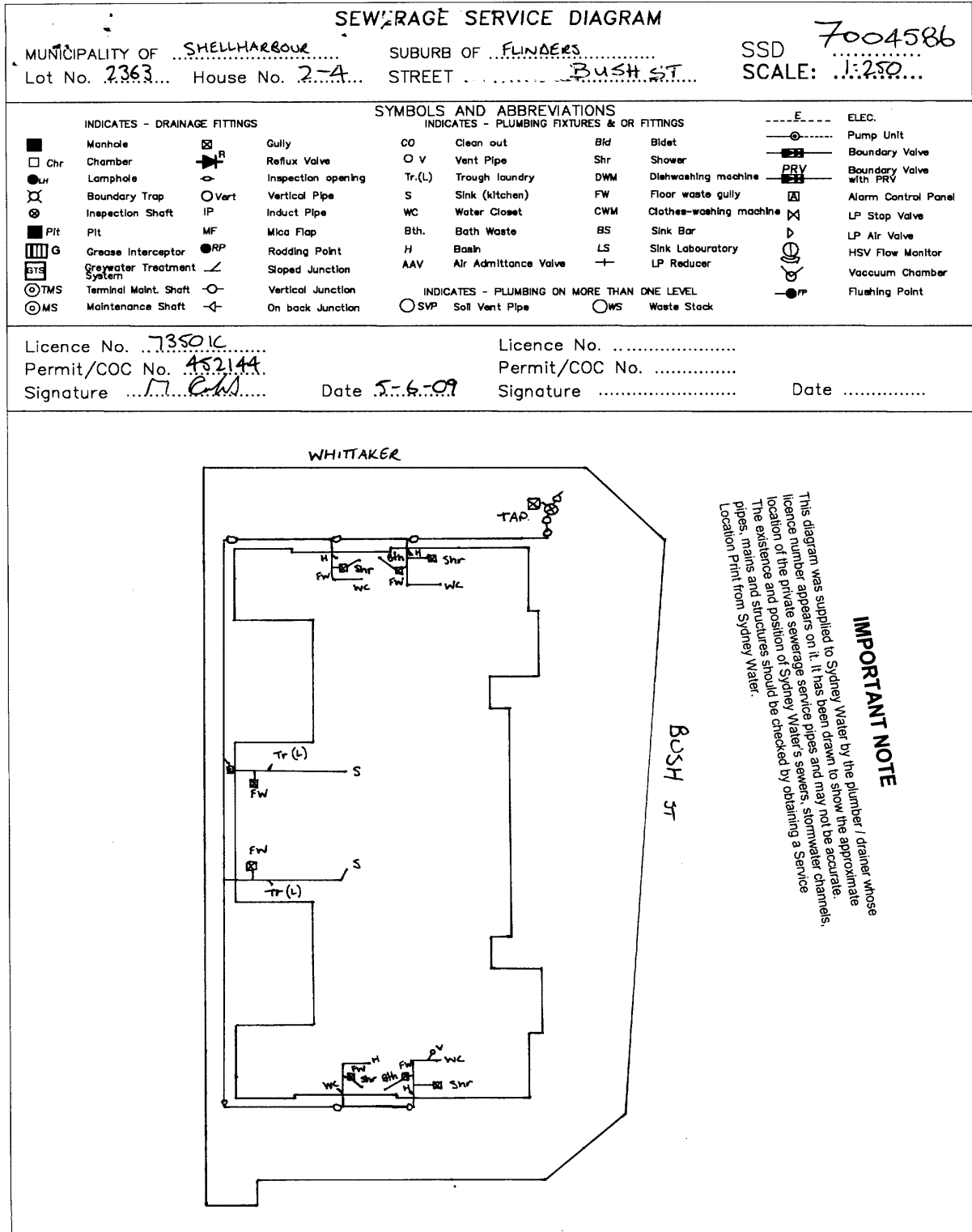
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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**.

Sewer Service Diagram

Application Number: 8002154374



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**.