

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Real Estate Coastside Shellharbour 18/23 Addison Street, Shellharbour NSW 2529 Email: matt@coastsidefn.com.au	Phone: 02 4295 5033 Fax: 02 4295 5066 Ref: Matt Hutchinson
co-agent		
vendor	Hayden Carl Press and Farren Lee Press 9 Wandoo Place, Shellharbour NSW 2529	
vendor's solicitor	Active Property Conveyancing G01/290 Keira Street, Wollongong NSW 2500 Email: amanda@activeconveyancing.com.au	Phone: 4295 4600 Fax: 4295 4033 Ref: AS:RC:246749
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	9 Wandoo Place, Shellharbour NSW 2529 Lot 827 in Deposited Plan 738057 Folio Identifier 827/738057	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Garden Shed	
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 checked="" type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" 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: Roller Shutters			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$ _____	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

NO yes

Nominated Electronic Lodgement Network (ELN) (clause 4):

PEXA

Manual transaction (clause 30)

NO yes

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

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* (GST residential withholding payment)

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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.

9 WANDOO PL SHELLHARBOUR NSW 2529

SECTION 66W CERTIFICATE

I,
of _____,
certify as follows:

1. I am a _____ currently admitted to practise in New South Wales.

2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 9 Wandoo Place, Shellharbour NSW 2529, from **Hayden Carl Press and Farren Lee Press** to _____ in order that there is no cooling off period in relation to that Contract.

3. I do not act for **Hayden Carl Press and Farren Lee Press** and am not employed in the legal practice of a solicitor acting for **Hayden Carl Press and Farren Lee Press** nor am I a member or employee of a firm of which a Solicitor acting for **Hayden Carl Press and Farren Lee Press** is a member or employee.

4. I have explained _____ to _____ :
 - (a) The effect of the Contract for the purchase of that property;
 - (b) The nature of this Certificate; and
 - (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period in relation to the Contract.

Dated: _____

ADDITIONAL CLAUSES

33. AMENDMENTS TO THE PRINTED CLAUSES OF THE CONTRACT

The following clauses in the printed form of the Contract are amended as follows:

- 33.1 Clause 7.1.1 is amended and replaced with “the total amount exceeds 1% of the price.”
- 33.2 Clause 18 is amended to add:
“18.8. Should the Vendor allow and the Purchaser accept access or occupation of the property prior to completion, the Purchaser acknowledges and accepts the property in its present state of repair and condition. The Purchaser cannot make a claim, requisition or delay settlement after entering into possession of the property”.
- 33.3 Clause 23.6.1 is deleted and replaced with “The Vendor will be liable for all payments due prior to the Contract date”.
- 33.4 Clause 23.6.2 is deleted and replaced with “The Purchaser will be liable for all payments due on and after the Contract date”;
- 33.5 Clause 23.14 is amended by replacing 7 days with 2 days;
- 33.6 Clause 31.2 is amended by replacing 5 business days with 2 days;

34. DISCREPANCY

In the event of any difference between these additional clauses and the printed form of this Contract these additional clauses shall prevail.

35. ENTIRE AGREEMENT

The Purchaser acknowledges that the provisions of this Contract constitute the full and complete understanding between the parties and there is no other understanding, agreement, warranty or representation whether express or implied in any way extending, defining or otherwise relating to the provisions of this Contract or binding on the parties with respect to any matters to which this Contract relates.

36. CONTRACT ANNEXURES

- 36.1 The Vendor makes no warranty or representation as to the correctness or completeness of any of the documents annexed to this Contract.
- 36.2 The Purchaser cannot make any requisition, claim, rescind or terminate in respect of anything referred to or disclosed in any of the documents.

37. PROPERTY SOLD IN PRESENT CONDITION

The Purchaser acknowledges and agrees that:

- 37.1 The Purchaser has inspected the property and any improvements and inclusions and the Purchaser is satisfied as to the state and condition thereof prior to the execution of this Contract;
- 37.2 The Purchaser has entered into this Contract relying on the Purchaser's own inspection and not upon any representations or warranties made by or on behalf of the Vendor except as expressly contained herein;
- 37.3 The Purchaser accepts the property and any improvements and inclusions in their present state and condition and subject to any latent or patent defects; and
- 37.4 The Purchaser is not entitled to make any requisition, objection or rescind or terminate or claim for compensation in relation to any defect in or want of repair of the state and condition of the property or any improvements or inclusions.

38. AGENT

The Purchaser warrants that the Purchaser was not introduced to the property or to the Vendor by any Real Estate Agent or other person entitled to claim commission as a result of this sale, other than the Vendor's Agent, if any, specified in the Contract and the Purchaser must indemnify the Vendor, to the extent that this indemnity will not merge or be extinguished on completion of this Contract, against any claim arising out of any such introduction of the Purchaser and against all claims and expenses of and incidental to the defence and determination of any such claim made against the Vendor.

39. LATE COMPLETION

- 39.1 If either party is unable or unwilling to complete by the completion date, the other party is entitled at any time after the completion date to serve a notice to complete making the time for completion essential. Such a notice shall give not less than 14 days' notice after the day immediately following the date on which that notice is received by the recipient of the notice. The notice may nominate a specified hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.
- 39.2 If the Vendor has issued a Notice to Complete, an additional sum of \$330.00 (GST inclusive) on account of legal costs and expenses incurred by the Vendor is payable by the Purchaser, and the Purchaser shall not be entitled to require the Vendor to complete this Contract unless such payment is paid to the Vendor on completion and it is an essential term of the Contract.

40. INTEREST ON LATE COMPLETION

If the Purchaser does not complete this purchase by the completion date, without default by the Vendor, the Purchaser must pay to the Vendor on completion, in addition to the balance of the purchase money, an amount calculated as 10% per annum on the balance of purchase money, computed at a daily rate from the date completion is due to the date on which this sale is completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

41. DEATH OR INCAPACITY

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company goes into liquidation, then either party may rescind this Contract by notice in writing forwarded to the other party and whereupon this Contract shall be at an end and the provisions of Clause 19 shall apply.

42. REQUISITIONS ON TITLE

The Vendor shall not be required to answer requisitions other than the requisitions in the form annexed.

43. RELEASE OF DEPOSIT FOR PAYMENT OF A DEPOSIT

The Purchaser agrees and acknowledges that by their execution of this Contract they irrevocably authorise the Vendor's agent to release such part of the deposit monies as the Vendor shall require for the purposes of a deposit on a purchase of real estate or stamp duty on a purchase on the condition that:

- 43.1 The deposit monies are only released and transferred to a trust account of an agent or solicitor/conveyancer or paid to Revenue NSW; and
- 43.2 The deposit monies are not further released and transferred.

44. PAYMENT OF DEPOSIT

Provided it is agreed by the Vendor, notwithstanding the provisions of clause 2, it is an essential condition of this Contract that the Purchaser must pay a 10 (ten) per cent deposit by the following instalments:

- a) as to the sum of \$ on the making of this Contract; and
- b) as to the balance which shall remain as a loan by the Vendor to the Purchaser repayable to the Vendor:
 - i) on completion; or
 - ii) immediately to the deposit holder upon default by the Purchaser in respect of an essential condition of this Contract;

whichever occurs first.

45. DIRECTOR GUARANTEE

If the Purchaser is a company, and in consideration of the Vendor entering into this Contract with the Purchaser, it is an essential provision of this Contract that the Directors of the Purchaser:

.....of and

Print full name Address

.....of and

Print full name Address

(‘Guarantors’) jointly and severally guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this Contract and indemnify the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor resulting or arising from any failure by the Purchaser to perform or observe any of the obligations and its part to be performed or observed. This Guarantee and Indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter.

Any rescission or termination will not waive the obligations arising under this clause. This guarantee and indemnity is a principal obligation between the guarantor and the Vendor.

SIGNED by

The Guarantor in the presence of:

Signature of witness

Signature of Guarantor

Print Name of Witness

SIGNED by

The Guarantor in the presence of:

Signature of witness

Signature of Guarantor

Print Name of Witness

46. BUILDING AND PEST INSPECTION REPORT

The Purchaser agrees to reimburse the Vendor for the cost of the Pest & Building Report obtained by the Vendor and agrees it will be paid by the Purchaser upon completion.

The Vendor discloses the cost of the report was \$525



FOLIO: 827/738057

SEARCH DATE	TIME	EDITION NO	DATE
2/9/2024	1:04 PM	10	17/6/2024

LAND

LOT 827 IN DEPOSITED PLAN 738057
AT SHELLHAROUR
LOCAL GOVERNMENT AREA SHELLHARBOUR
PARISH OF TERRAGONG COUNTY OF CAMDEN
TITLE DIAGRAM DP738057

FIRST SCHEDULE

HAYDEN CARL PRESS
FARREN LEE PRESS
AS JOINT TENANTS (T AG429276)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP260658 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 3 DP264370 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 4 EASEMENT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM CREATED BY:
DP738057 TO DRAIN WATER 2 WIDE
- 5 DP738057 RESTRICTION(S) ON THE USE OF LAND
- 6 AM387052 MORTGAGE TO AFSH NOMINEES PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending

PRINTED ON 2/9/2024

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

(Sheet 1 of 7 Sheets)

PART 1

PLAN: DP: **DP 738057**

Subdivision covered by Council
Clerks Certificate No. 12/86
of 1986, being Subdivision of Lot
765 in Deposited Plan No. 733140

Full Name and Address of
Proprietor of the Land:

HUGHES ESTATES PTY. LIMITED a
Company duly incorporated within
the State of New South Wales and
having its Registered Office at 168
Shellharbour Road, Port Kembla.

1. Identity of Easement Firstly
Referred to in abovementioned Plan: Easement to drain Water 2 wide.

Schedule of Lots etc. Affected

<u>Lots Burdened</u>	<u>Lots, Name of Authority etc. Benefited</u>
787	788, 789, 90, 791
788	789, 790, 91
789	790, 791
790	791
814	828, 829, 830
828	829, 830
829	830
827	826

2. Identity of Easement Secondly
Referred to in abovementioned Plan: Easement for Water Supply
\ ~~Works~~ 3 wide.
Purposes

Schedule of Lots etc. Affected

<u>Lots Burdened</u>	<u>Lots, Name of Authority etc. Benefited</u>
803	The Metropolitan Water, Sewerage and Drainage Board.

REGISTERED 830.10.1986

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

(Sheet 2 of 7 Sheets)

PLAN: DP:

DP 738057

Subdivision covered by Council
Clerks Certificate No. 12|86
of 1986.

3. Identity of Easement Thirdly
Referred to in abovementioned Plan:

Easement for Electricity
purposes 15.24 wide

Schedule of Lots etc. Affected

Lots Burdened

Lots, Name of Authority
etc. Benefited

807 to 813 inclusive

The Illawarra County Council

4. Identity of Easement Fourthly
Referred to in abovementioned Plan:

Easement to drain Water 3 wide.

Schedule of Lots etc. Affected

Lots Burdened

Lots, Name of Authority
etc. Benefited

793

The Council of the Municipality
of Shellharbour.

5. Identity of Restriction Fifthly
Referred to in abovementioned Plan:

Restriction as to user.

Schedule of Lots etc. Affected

Lots Burdened

Lots, Name of Authority
etc. Benefited

Each Lot except
Lot 807

Every other Lot except
Lot 807

6. Identity of Restriction Sixthly
Referred to in abovementioned Plan:

Restriction as to User.

Schedule of Lots etc. Affected

Lots Burdened

Lots, Name of Authority
etc. Benefited

790 to 797 inclusive
802 to 804 inclusive

The Council of the
Municipality of Shellharbour.



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

(Sheet 3 of 7 Sheets)

PLAN: DP:

DP 738057

Subdivision covered by Council
Clerks Certificate No. 12|86
of 1986.

PART 2

1. Terms of Easement for Water Supply Works 3 Wide
Secondly referred to in abovementioned Plan:

An easement or right to use for the construction and maintenance of water supply works the surface and the subsoil or the under-surface of the servient tenement WITH full and free right and liberty for the body in whose favour this easement is created (hereinafter called "the Board") from time to time at all times hereafter by its officers servants workmen and agents to construct lay down, make control, examine, supervise, manage, relay, renew, cleanse, repair, maintain, operate and use in and through the servient tenement at such depths or levels below the surface thereof as the Board shall think fit such pipe lines, mains, distributory reticulating and other works with fittings and appurtenances thereto (all of which are included in the term "works" wherever hereinafter appearing) as in its opinion may be required and to use such works for water supply purposes and to take up any such works and substitute in lieu thereof any new works AND with the right of support at all times of all such works as shall for the time being be in or upon the servient tenement AND for any of the purposes aforesaid to enter, go, return, pass and repass upon along and over the servient tenement and make and sink excavations, shafts, and cuttings in and through the servient tenement and bring and place thereon and remove therefrom any such materials implements, tools, articles and things as the Board shall think fit AND generally to exercise and perform in and upon the servient tenement any of the rights powers and authorities conferred on or vested in the Board under and by virtue of the Metropolitan Water Sewerage and Drainage Act 1924 (as amended) without liability to pay compensation to any person for any damage sustained by him through the exercise of any of the rights powers and authorities hereby or by virtue of the said Act conferred on or vested in or granted to the Board AND in relation to such easement and rights as are hereinbefore created THE PROPRIETOR DOTH HEREBY COVENANT with the Board:

- (1) THAT the proprietor will not place upon the servient tenement or allow to be placed or remain thereon any timber or any article of plant or any stores filling, rubbish or other materials whatsoever and
- (2) THAT the proprietor will not erect construct or place upon the servient tenement or allow to be erected constructed or placed thereon any building or other structure whatever and that the proprietor will at all times bear all risk of and responsibility in connection with damage to any building or other structure for the time being in existence upon the servient tenement and,

Lee

Chun

Henry

REGISTERED



30.10.1986

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

(Sheet 4 of 7 Sheets)

PLAN: DP: **DP 738057** Subdivision covered by Council
Clerks Certificate No. 12/86
of 1986.

- (3) THAT the proprietor will not without the prior consent and approval in writing of the Board first had and obtained or otherwise than in strict compliance with such conditions as the Board may impose -
- (a) make or allow to be made any alteration to the existing surface levels of the servient tenement by any means whatsoever, or
- (b) park or place upon the servient tenement or allow to be parked or remain thereon any vehicle whatsoever other than vehicles parked or placed thereon temporarily so that they may be removed when necessary without undue delay.

Name of Person empowered to Release, Vary or Modify Easement for
Water Supply Works 3 Wide Secondly referred to in abovementioned
Plan:

The Metropolitan Water Sewerage and Drainage Board

2. Terms of Easement for Electricity Purposes 15.24 Wide
Thirdly referred to in abovementioned Plan:

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

- (1) To make all necessary excavations in or under the land provided that the surface of such land shall be rehabilitated and restored.
- (2) To enter upon the land for the purpose of installing any component in substitution for or in addition to any electrical substation equipment structures cables and fittings installed in and above the land.
- (3) To enter upon the land to inspect and maintain the condition of the electrical substation equipment structures cables and fittings.
- (4) To cut and trim trees branches or other foliage which may either overhang or encroach the land.

Dei *Chur* *Slay*

REGISTERED  30.10.1986

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

DP 738057 (Sheet 5 of 7 Sheets)

PLAN: DP:

Subdivision covered by Council
Clerks Certificate No. 12/86
of 1986.

- (5) The authority in whose favour this easement is created shall not be obliged to construct or maintain any fence on the boundary or any other part of the land except:-
- (a) where in the course of exercising its rights the authority in whose favour this easement is created removes or damages any existing fence (provided that the Registered Proprietor has first permitted reasonable access through such fence by the provision of a suitable gate or demountable fencing panel) or
- (b) where the construction of the fence is by reason of any danger occasioned by the use of the land by the authority in whose favour this easement is created

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

- (1) No fence shall be erected on or across the easement unless such fence contains demountable panels not less than 15 metres wide (together with removable uprights) to permit the passage of vehicles in and along the easement.
- (2) No building, structure or apparatus (including garden sheds, swimming pools and retaining walls) shall be constructed installed or placed upon the easement without the written permission of the authority.
- (3) No trees or shrubs which will impede or inhibit access in and along the easement to be planted in or upon the strip of land without written permission.
- (4) No species of trees or shrub to be grown upon the strip of land in excess of two metres in height.

Name of Person empowered to Release, Vary or Modify Easement
for Electricity Purposes 15.24 wide Thirdly referred to in
abovementioned Plan:

The Illawarra County Council.

REGISTERED  30.10.1986

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

(Sheet 6 of 7 Sheets)

PLAN: DP:

DP 738057

Subdivision covered by Council
Clerks Certificate No.12/86
of 1986.

3. Terms of Restrictions as to User Fifthly referred to
in the abovementioned Plan:

- (1) Only one main building shall be erected on any lot hereby burdened and such main building shall be erected with new materials only and shall have a minimum floor area of not less than 90m².
- (2) No garage or outbuilding shall be erected on any lot hereby burdened other than concurrently with or after the erection of such main building.
- (3) No main external walls of any such main building or garage shall be of any material other than of brick, brick veneer, stone, concrete, glass, timber, fibrolite, asbestos cement or aluminium or any combination thereof provided however that fibrolite, aluminium or asbestos cement shall not be used except as infill panels in conjunction with all or any other materials hereinbefore specified and the proportion of fibrolite, aluminium or asbestos cement so used in relation to the total external wall area shall not exceed 20% thereof.
- (4) There shall not at any time be brought upon or permitted to remain upon any lot hereby burdened, for residential purposes, any caravan, erected tent or other living unit of any kind whatsoever other than such main building hereinbefore specified.
- (5) No main building erected on any lot hereby burdened shall at any time hereafter be used for any purpose other than for private residential purposes.
- (6) No fence shall be erected on any lot hereby burdened without the consent of Hughes Estates Pty. Limited but such consent shall not be withheld if such fence is erected without cost to Hughes Estates Pty. Limited and in favour of any person dealing with the first transferee from Hughes Estates Pty. Limited such consent shall be deemed to have been given in respect of every such fence for the time being erected.
- (7) Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

Name of Person empowered to Release, Vary or Modify Restrictions
as to User Fifthly referred to in abovementioned Plan:

Hughes Estates Pty. Limited



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

(Sheet 7 of 7 Sheets)

PLAN: DP: **DP 738057**

Subdivision covered by Council
Clerks Certificate No. 12/86
of 1986.

4. Terms of Restrictions as to User Sixthly referred to
in abovementioned Plan:

No fence shall be erected on the boundary of any lot and the public reserve Lot 38 in Deposited Plan 255657 adjoining, unless such fence shall be of galvanised rolled top metal mesh, 1.5 metres in height to be of a design approved by the Council of the Municipality of Shellharbour.

Name of Person empowered to Release, Vary or Modify Restrictions
as to User Sixthly referred to in abovementioned Plan:

The Council of the Municipality of Shellharbour.


THE COMMON SEAL of HUGHES ESTATES
PTY. LIMITED was hereunto affixed
pursuant to a Resolution of the Board of Directors and in the
presence of:


Secretary




Director

.....
TOWN CLERK,
MUNICIPALITY OF SHELLHARBOUR

REGISTERED  30.10.1986

PLAN FORM 2

Plan Drawing only to appear in this space

OFFICE USE ONLY

Signatures and seals only.
THE COMMON SEAL
OF HUGHES ESTATES
BY 1992 LIMITED was
placed on this plan
by authority of the
Board in the presence
of:



Robert MacRae
Authorised Director
Director

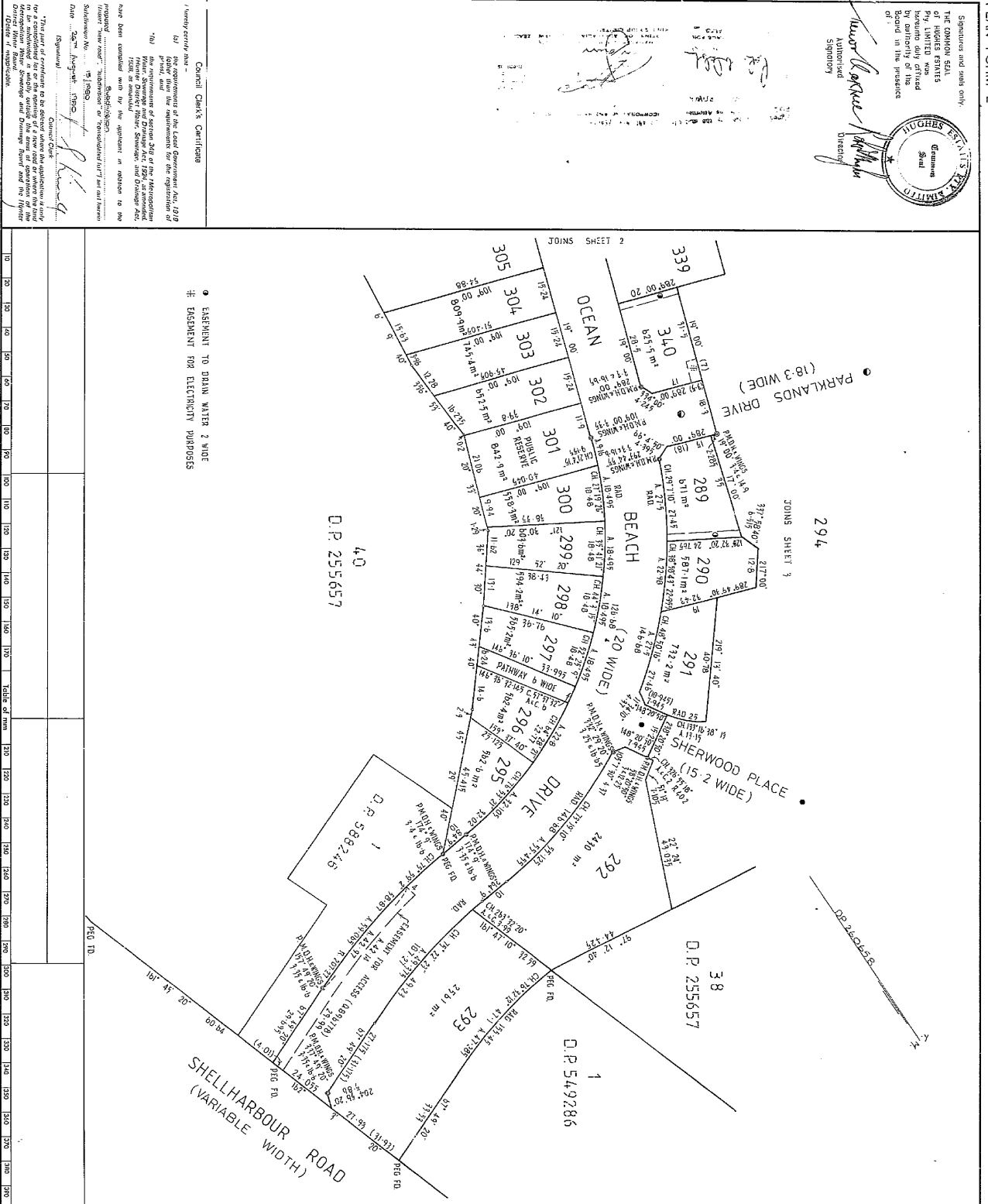
John Spence
Authorised Director
Director

06/150285/13

Council Clerk's Certificate

I hereby certify that -
(a) the documents of the Local Government No. 1919
have been approved for registration by the Registrar-General
(b) the documents of the Local Government No. 1919
have been approved for registration by the Registrar-General
(c) the documents of the Local Government No. 1919
have been approved for registration by the Registrar-General
(d) the documents of the Local Government No. 1919
have been approved for registration by the Registrar-General
(e) the documents of the Local Government No. 1919
have been approved for registration by the Registrar-General
(f) the documents of the Local Government No. 1919
have been approved for registration by the Registrar-General
(g) the documents of the Local Government No. 1919
have been approved for registration by the Registrar-General
(h) the documents of the Local Government No. 1919
have been approved for registration by the Registrar-General
(i) the documents of the Local Government No. 1919
have been approved for registration by the Registrar-General
(j) the documents of the Local Government No. 1919
have been approved for registration by the Registrar-General
(k) the documents of the Local Government No. 1919
have been approved for registration by the Registrar-General
(l) the documents of the Local Government No. 1919
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(m) the documents of the Local Government No. 1919
have been approved for registration by the Registrar-General
(n) the documents of the Local Government No. 1919
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(r) the documents of the Local Government No. 1919
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(w) the documents of the Local Government No. 1919
have been approved for registration by the Registrar-General
(x) the documents of the Local Government No. 1919
have been approved for registration by the Registrar-General
(y) the documents of the Local Government No. 1919
have been approved for registration by the Registrar-General
(z) the documents of the Local Government No. 1919
have been approved for registration by the Registrar-General

MPD



- EASEMENT TO DRAIN WATER 2 MIDE
- EASEMENT FOR ELECTRICITY PURPOSES

40
D.P. 255657

38
D.P. 255657

1
D.P. 549286

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

I, Bruce Richard Davies, Under Secretary for Lands and
Registration General for New South Wales, certify that this
document is a photograph made as a permanent record of a
document in my custody this 28th day of October, 1980

D.P. 260658

Registered: 27/10/1980

C.A. No 15/1980 OF 26-8-1980

The System: TORENS

Purpose: SUBDIVISION

Ref. Map: W8270-53, 54

Last Plan: DP608700

PLAN OF SUBDIVISION OF
LOT 1 D.P. 508700

Relief Plan: 1:500



Municipality: SHELLHARBOUR

Locality: SHELLHARBOUR

Parish: TERRACONG

County: CAMDEN

This is Plan 1 of 3 sheets.

PLANS: TORRES, COLLIER

J. K. WILLIAMS & SONS, 50 ROAD 111, SHELLHARBOUR

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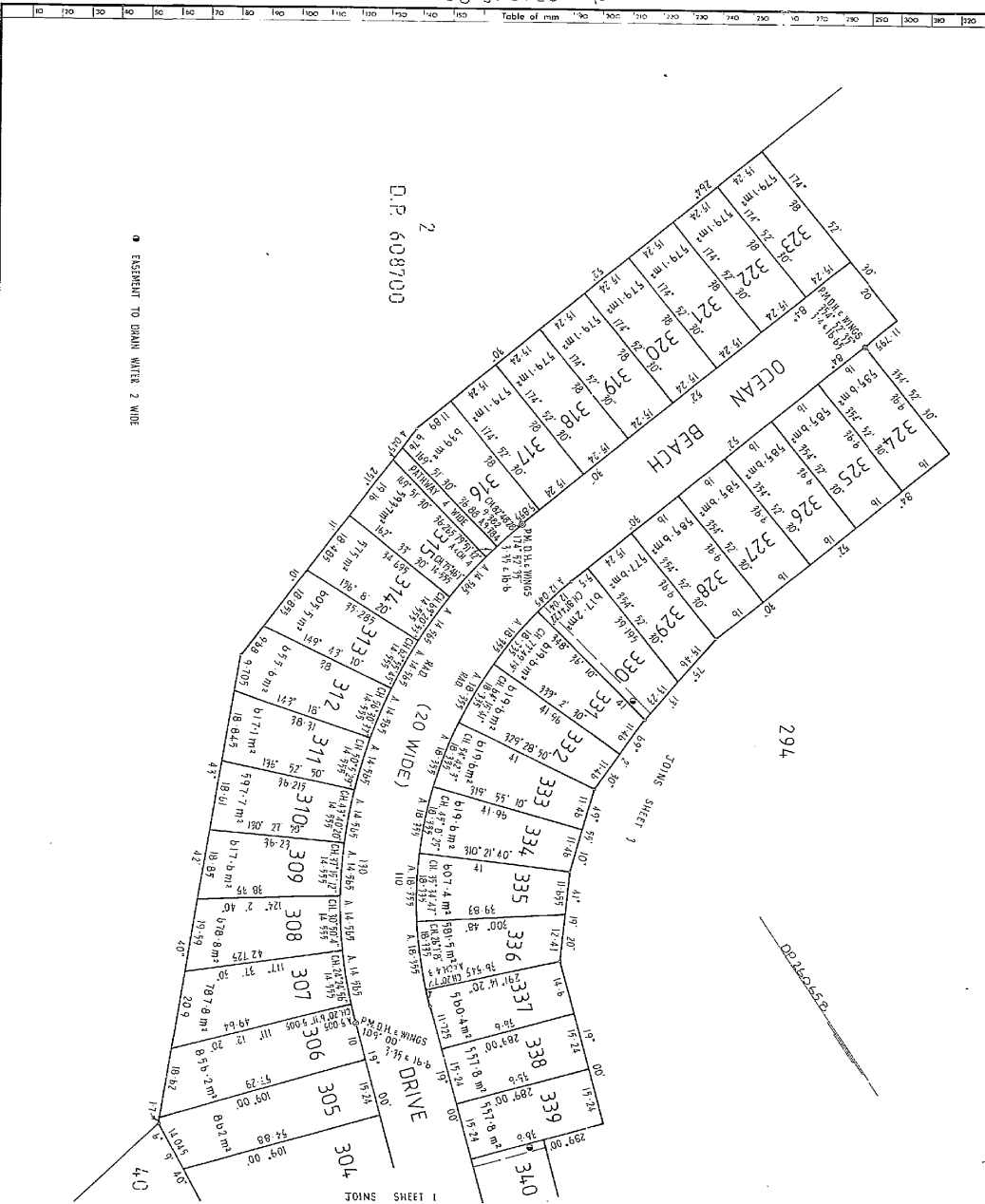
Printed and Published by J. K. WILLIAMS & SONS, 50 ROAD 111, SHELLHARBOUR

06 50928 15

PLAN FORM 3

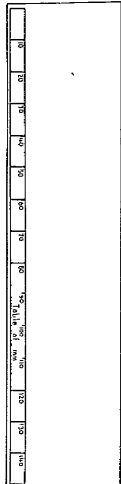
To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION



Plan Drawing only to appear in this space

Scale: 1:500

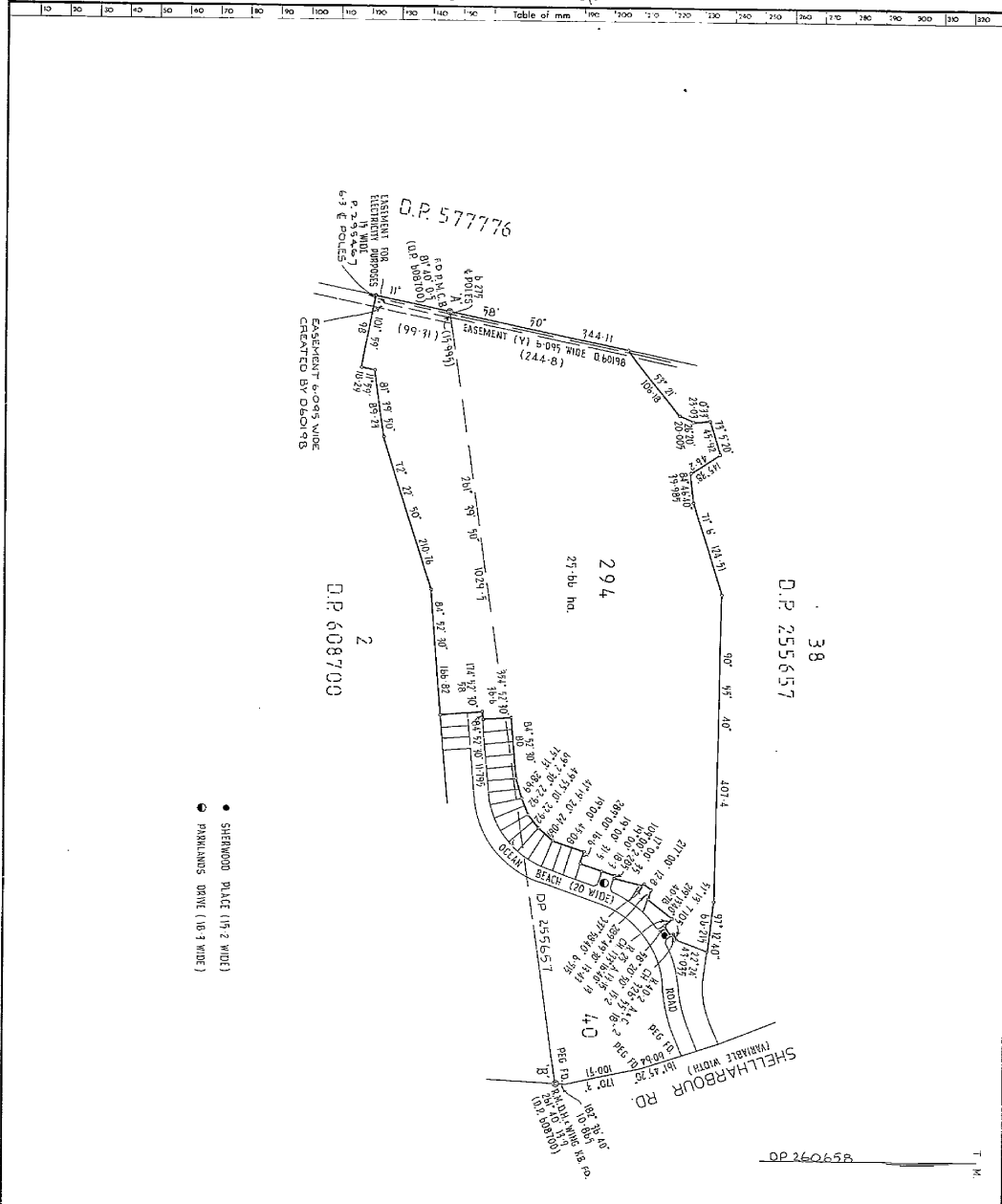


I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this document is a photograph made as a permanent record of a document in my custody this 28th day of October, 1980.

<p>REGISTRATION</p> <p>D.P. 260658</p> <p>Registered: <i>[Signature]</i> 27.10.1980</p> <p>This is sheet 2 of my plan in 3 sheets</p> <p>Sheet</p> <p><i>[Signature]</i></p> <p>Surveyor registered under Surveyors Act 1929</p> <p>This is sheet 2 of the plan of 3 sheets covered by my Certificate No. 15 of 1980</p>	
<p>THE COMMON SEAL OF HUGHES ESTATES Pty. LIMITED was received duly affixed to this document in the presence of</p> <p><i>[Signature]</i> Council Clerk</p> <p><i>[Signature]</i> Authorised Signatory</p>	
<p>Reduction Ratio 1:500</p> <p>Lengths are in meters</p> <p>Surveyor's Reference: 14181/1802</p>	

PLAN AMENDMENT NO. 1

DP 577776



Plan Drawing only to appear in this space

I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 28th day of October, 1990

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

D.P. 260658

Registered 27-10-1980

This is sheet 3 of my plan in 3 sheets (total)

Surveyor registered under Surveyors Act 1928.

This is sheet 3 of the plan of 3 sheets covered by my Certificate No. DP 577776

Signature and seal only
Council Clerk

THE COMMON SEAL OF THE HONOURABLE THE REGISTRAR GENERAL FOR NEW SOUTH WALES
This seal was certified by authority of the Board in the presence of:

Signature of the Registrar General
Authorized Signatory

Production Ratio 1:4000
Length in metres

SURVEYORS REFERENCE 1418/1803

PLAN AMENDED 2.0.00

FRAME 1

INSURANCE SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
 USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919
 Land(s) are in metres
 (Sheet 1 of 3 sheets)

Plan: D.P. DP260558
 Subdivision covered by Council
 Clerk's Certificate No. 12/1980
 of 1980
 Full name and address of
 proprietor of the land:
 Hughes Estates Pty. Limited
 73 Wentworth Street
 Port Moresby

PART 1

1. Identity of easements firstly referred to in abovementioned plan

Schedule of lots etc. affected

Lot burdened	Lot benefited
298	294
330	294
340	294

2. Identity of easement secondly referred to in abovementioned plan

Schedule of lots, etc. affected

Lot burdened	Name of authority benefited
340	Illawarra County Council

3. Identity of restriction likely referred to in abovementioned plan

Lot benefited	Lot(s) benefited
Each lot except Lot 294	Every other lot except Lot 294

4. Name of an easement for electricity secondly referred to in abovementioned plan

Full and free right for the body in whose favour this easement is created and every person authorised by it, from time to time and at all times hereafter to use the surface, underneath or upon of the land herein indicated as the servient tenement for the purpose of conducting, supporting, and carrying

Nevan Langmuir
 Secretary

INSURANCE SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
 USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919
 Land(s) are in metres
 (Sheet 2 of 3 sheets)

Plan: DP260558
 Subdivision covered by Council
 Clerk's Certificate No. 19 of 1980

1. maintenance, controlling and managing works in connection with the supply of electricity and where no such works exist and for the purpose aforesaid to install all necessary equipment (including transformers and underground transmission mains, wires and cables) together with the right to come and go for the purpose of inspecting, maintaining, repairing, replacing, or otherwise dealing with the servient tenement, or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors, workmen, vehicles, things or persons and to bring and place and leave thereon and remove therefrom any necessary materials, machinery, implements and things provided that the Council and the persons authorized by it will take all reasonable steps to prevent and restore the original condition.

2. Terms of restriction as to user likely referred to in abovementioned plan

1. Only one main building shall be erected on any lot hereby burdened and such main building shall be erected with new materials only and shall have a minimum floor area of not less than 50m².

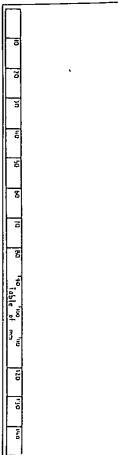
2. No garage or outbuilding shall be erected on any lot hereby burdened other than concurrently with or after the erection of such main building.

3. That no walls of any such main building shall be of any material other than such materials as shall be approved by Hughes Estates Pty. Limited but such approval shall not be withheld if such materials consist of bricks, brick veneer, stone, concrete, glass, timber, fibrolite or building shall be constructed wholly or substantially from fibrolite or aluminium or otherwise from prefabricated or "kit" made materials and provided that asbestos cement shall not be used except as infill panels in conjunction with all or any other materials herein before specified and the proportion of asbestos cement so used in relation to the total external wall area shall not exceed ten (10) per centum thereof without the approval of Hughes Estates Pty. Limited.

4. No roof of any such main building shall be of corrugated tin or iron unless the written consent of Hughes Estates Pty. Limited is obtained beforehand.

5. There shall not be any shop or any other building erected on any lot hereby burdened for residential purposes, any caravan, erected tent or other living unit of any kind whatsoever other than such main building herebybefore specified.

Nevan Langmuir
 Secretary



I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 28th day of October, 1980

Bruce Davies

Signed and Sealed by the said AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Bank at Sydney by its Attorney
ARTHUR EDWARD BOWEN
and I, the said Attorney, have not received
this instrument before me, and I have not
received in the Office of the Registrar-General Sydney
any other instrument which may affect this instrument, by
COLLIN LESLIE WELSH
Attorney at Law, 111 Market Street, Sydney, New South Wales.
Witness my hand and the Seal of the said AUSTRALIA AND NEW ZEALAND
Banking Group this 27th day of 1980.

INSTRUMENT SETTING OUT INSTRUMENT CREATED
Pursuant to SECTION 88A, COMPANIES ACT
1981, LODGED WITH D.P. 260658
27th 10 1980

02280658

FRAME 3

10	20	30	40	50	60	70	80	90	100	110	120
I, Bruce Richard Doviels, Under Secretary for Lands and Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 28th day of October, 1980											

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

Lengths are in metres

(Sheet 3 of 3 sheets)

Plan:
DP260658 Subdivision covered by Coun:11
Class 8 Certificate No. 75
of 1989.

- 6. No main building erected on any lot hereby burdened shall at any time hereafter be used for any purpose other than for private residential purposes.
- 7. The restrictions set forth in the foregoing clause 1, to 6, inclusive shall not apply to any lot or lots which is or are the subject of a plan of subdivision released by virtue of the provisions of the Street Titles Act 1973 (as amended).
- 8. No trees on any lot hereby burdened shall be cut down topped or damaged without the consent of Hughes Estates Pty. Limited.
- 9. No building shall be erected on any lot hereby burdened or any part thereof until the design and location of such building shall have been approved in writing by the said Hughes Estates Pty. Limited.

- 10. No fence shall be erected on any lot hereby burdened without the consent of Hughes Estates Pty. Limited but such consent shall not be withheld if such fence is erected from the boundary of the lot hereby burdened and in favour of any person dealing with the first transferee from Hughes Estates Pty. Limited such consent shall be deemed to have been given in respect of every such fence for the time being erected.
- 11. Any release variation or modification of these restrictions shall be made by the person or persons who shall be named in the instrument or persons requesting the same.

The person having the right to release vary or modify the foregoing restrictions is Hughes Estates Pty. Limited and no person's consent is required thereon.

Name of person empowered to release vary or modify restriction
being referred to in above-mentioned plan

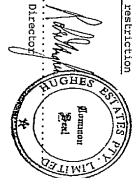
The Council of the Municipality of Shellharbour.

Name of person empowered to release vary or modify restriction
secretly referred to in above-mentioned plan:

Illawarra County Council.

THE COMMON SEAL OF HUGHES ESTATES PTY. LIMITED)
was hereunto duly attested in the presence of:)

Thurs. D. O'Keefe
Secretary



Director

FRAME 2

0	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100
I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 28th day of October, 1980																				

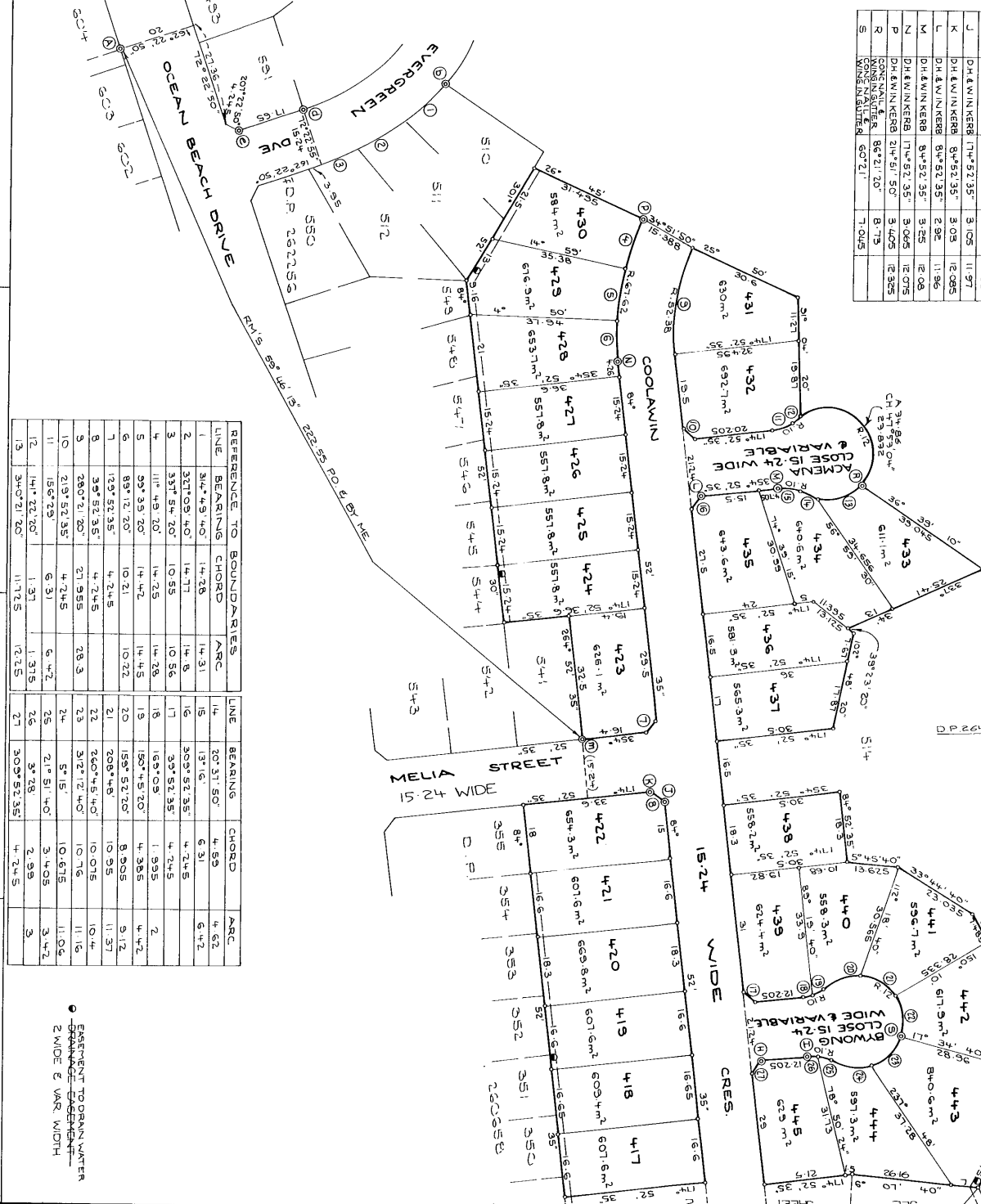
Signatures and seals only.



Richard George At Limes

Signature
 [Handwritten Signature]

Corner	FROM	BEARING	DIST.
M	DHAWINKERB	315°08'40"	7.425
N	DHAWINKERB	283°04'40"	12.615
O	DHAWINKERB	557°22'50"	3.12
P	DHAWINKERB	251°	5.15
Q	DHAWINKERB	33°42'50"	5.55
R	DHAWINKERB	153°22'50"	3.405
S	DHAWINKERB	84°52'35"	3.025
T	DHAWINKERB	84°52'35"	3.025
U	DHAWINKERB	84°52'35"	3.025
V	DHAWINKERB	84°52'35"	3.025
W	DHAWINKERB	84°52'35"	3.025
X	DHAWINKERB	84°52'35"	3.025
Y	DHAWINKERB	84°52'35"	3.025
Z	DHAWINKERB	84°52'35"	3.025
AA	DHAWINKERB	84°52'35"	3.025
AB	DHAWINKERB	84°52'35"	3.025
AC	DHAWINKERB	84°52'35"	3.025
AD	DHAWINKERB	84°52'35"	3.025
AE	DHAWINKERB	84°52'35"	3.025
AF	DHAWINKERB	84°52'35"	3.025
AG	DHAWINKERB	84°52'35"	3.025
AH	DHAWINKERB	84°52'35"	3.025
AI	DHAWINKERB	84°52'35"	3.025
AJ	DHAWINKERB	84°52'35"	3.025
AK	DHAWINKERB	84°52'35"	3.025
AL	DHAWINKERB	84°52'35"	3.025
AM	DHAWINKERB	84°52'35"	3.025
AN	DHAWINKERB	84°52'35"	3.025
AO	DHAWINKERB	84°52'35"	3.025
AP	DHAWINKERB	84°52'35"	3.025
AQ	DHAWINKERB	84°52'35"	3.025
AR	DHAWINKERB	84°52'35"	3.025
AS	DHAWINKERB	84°52'35"	3.025
AT	DHAWINKERB	84°52'35"	3.025
AU	DHAWINKERB	84°52'35"	3.025
AV	DHAWINKERB	84°52'35"	3.025
AW	DHAWINKERB	84°52'35"	3.025
AX	DHAWINKERB	84°52'35"	3.025
AY	DHAWINKERB	84°52'35"	3.025
AZ	DHAWINKERB	84°52'35"	3.025
BA	DHAWINKERB	84°52'35"	3.025
BB	DHAWINKERB	84°52'35"	3.025
BC	DHAWINKERB	84°52'35"	3.025
BD	DHAWINKERB	84°52'35"	3.025
BE	DHAWINKERB	84°52'35"	3.025
BF	DHAWINKERB	84°52'35"	3.025
BG	DHAWINKERB	84°52'35"	3.025
BH	DHAWINKERB	84°52'35"	3.025
BI	DHAWINKERB	84°52'35"	3.025
BJ	DHAWINKERB	84°52'35"	3.025
BK	DHAWINKERB	84°52'35"	3.025
BL	DHAWINKERB	84°52'35"	3.025
BM	DHAWINKERB	84°52'35"	3.025
BN	DHAWINKERB	84°52'35"	3.025
BO	DHAWINKERB	84°52'35"	3.025
BP	DHAWINKERB	84°52'35"	3.025
BQ	DHAWINKERB	84°52'35"	3.025
BR	DHAWINKERB	84°52'35"	3.025
BS	DHAWINKERB	84°52'35"	3.025
BT	DHAWINKERB	84°52'35"	3.025
BU	DHAWINKERB	84°52'35"	3.025
BV	DHAWINKERB	84°52'35"	3.025
BW	DHAWINKERB	84°52'35"	3.025
BX	DHAWINKERB	84°52'35"	3.025
BY	DHAWINKERB	84°52'35"	3.025
BZ	DHAWINKERB	84°52'35"	3.025
CA	DHAWINKERB	84°52'35"	3.025
CB	DHAWINKERB	84°52'35"	3.025
CC	DHAWINKERB	84°52'35"	3.025
CD	DHAWINKERB	84°52'35"	3.025
CE	DHAWINKERB	84°52'35"	3.025
CF	DHAWINKERB	84°52'35"	3.025
CG	DHAWINKERB	84°52'35"	3.025
CH	DHAWINKERB	84°52'35"	3.025
CI	DHAWINKERB	84°52'35"	3.025
CJ	DHAWINKERB	84°52'35"	3.025
CK	DHAWINKERB	84°52'35"	3.025
CL	DHAWINKERB	84°52'35"	3.025
CM	DHAWINKERB	84°52'35"	3.025
CN	DHAWINKERB	84°52'35"	3.025
CO	DHAWINKERB	84°52'35"	3.025
CP	DHAWINKERB	84°52'35"	3.025
CQ	DHAWINKERB	84°52'35"	3.025
CR	DHAWINKERB	84°52'35"	3.025
CS	DHAWINKERB	84°52'35"	3.025
CT	DHAWINKERB	84°52'35"	3.025
CU	DHAWINKERB	84°52'35"	3.025
CV	DHAWINKERB	84°52'35"	3.025
CW	DHAWINKERB	84°52'35"	3.025
CV	DHAWINKERB	84°52'35"	3.025
CA	DHAWINKERB	84°52'35"	3.025
CB	DHAWINKERB	84°52'35"	3.025
CC	DHAWINKERB	84°52'35"	3.025
CD	DHAWINKERB	84°52'35"	3.025
CE	DHAWINKERB	84°52'35"	3.025
CF	DHAWINKERB	84°52'35"	3.025
CG	DHAWINKERB	84°52'35"	3.025
CH	DHAWINKERB	84°52'35"	3.025
CI	DHAWINKERB	84°52'35"	3.025
CJ	DHAWINKERB	84°52'35"	3.025
CK	DHAWINKERB	84°52'35"	3.025
CL	DHAWINKERB	84°52'35"	3.025
CM	DHAWINKERB	84°52'35"	3.025
CN	DHAWINKERB	84°52'35"	3.025
CO	DHAWINKERB	84°52'35"	3.025
CP	DHAWINKERB	84°52'35"	3.025
CQ	DHAWINKERB	84°52'35"	3.025
CR	DHAWINKERB	84°52'35"	3.025
CS	DHAWINKERB	84°52'35"	3.025
CT	DHAWINKERB	84°52'35"	3.025
CU	DHAWINKERB	84°52'35"	3.025
CV	DHAWINKERB	84°52'35"	3.025
CW	DHAWINKERB	84°52'35"	3.025



LINE	BEARING	CHORD	ARC
1	34°49'40"	14.28	14.31
2	331°08'40"	14.71	14.8
3	337°54'20"	10.55	10.56
4	111°49'20"	14.25	14.28
5	89°35'20"	14.42	14.45
6	89°12'20"	10.21	10.22
7	129°52'35"	4.245	4.245
8	39°52'35"	4.245	4.245
9	280°22'20"	21.955	28.3
10	219°52'35"	4.245	4.24
11	156°22'	6.31	6.42
12	144°22'20"	1.375	1.375
13	340°21'20"	11.725	12.25
14	20°31'50"	4.59	4.62
15	13°16'	6.31	6.42
16	309°52'35"	4.245	4.245
17	397°52'35"	4.245	4.245
18	163°05'	1.935	2
19	150°45'20"	4.305	4.42
20	159°52'20"	8.505	9.12
21	208°45'	10.95	11.37
22	260°45'40"	10.075	10.4
23	312°12'40"	10.675	11.16
24	5°15'	10.675	11.04
25	21°51'40"	3.405	3.42
26	3°28'	2.99	2.99
27	309°52'35"	4.245	4.245

Council Clerk's Certificate
 I hereby certify that -
 (a) the requirements of the Local Government Act, 1996
 have been complied with in relation to the proposed
 subdivision of the land shown in the plan and
 the requirements of section 348 of the Metropolitan
 Water, Sewerage and Drainage Act, 1994, as amended
 1998 as amended.
 (b) the requirements of section 349 of the Metropolitan
 Water, Sewerage and Drainage Act, 1994, as amended
 1998 as amended.
 (c) the requirements of section 350 of the Metropolitan
 Water, Sewerage and Drainage Act, 1994, as amended
 1998 as amended.
 Date: 17/09/96
 Subdivision No: 1/1893
 [Signature]

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

* OFFICE USE ONLY

D.P.264370

Registered: 4/8/1989

C.A. No: 1 OF 10-1-1989

The System: **TORRENS**

Purpose: **SUBDIVISION**

Ref. Map: **W8270-54**
W8270-82

Lot Plan: **D.P.263824**

Reduction Ratio: 1:500
 Lengths are in metres.

Localty: **BARRACK HEIGHTS**

Parish: **TERRAGOONG**

County: **CAMDEN**

This is sheet 1 of my plan in 2 sheets.

I, **MICHAEL ALFRED WELLS**, of the firm of **WATKINSON & PARTNERS**, of 58, SHAWHANEN ST, KILMARNOCK, N.S.W., do hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Survey Act, 1994, as amended, and that the survey is in accordance with the Survey Act, 1994, as amended.

Signature: [Handwritten Signature]

Panel for use only for statements of intention to dedicate public roads or to reserve, charge, reserves, easements or restrictions as to use:

IT IS INTENDED TO DEDICATE PUBLIC ROADS TO THE PUBLIC PURSUANT TO SEC 88 OF THE CONVEYANCE ACT 1919-1944. IT IS INTENDED TO CREATE:
1. EASEMENT TO DRAIN WATER FROM THE SUBDIVISION
2. WIDE & VAR WIDTH
2. RESTRICTION AS TO USER

SURVEYOR'S REFERENCE: 5/30/309F

R	CONC NUMBER	86°21'20"	8.75
S	COND. NATL. E	60°21'	7.045
	WING IN GUTTER		



DP 264370 SH 1/2 (E)

LINE	BEARING	CHORD	ARC	LINE	BEARING	CHORD	ARC
1	314° 49' 40"	14.28	14.31	14	20° 37' 50"	4.59	4.62
2	327° 09' 40"	14.17	14.8	15	13° 16'	6.31	6.42
3	331° 54' 20"	10.55	10.56	16	309° 52' 35"	4.245	
4	111° 49' 20"	14.25	14.28	17	39° 52' 35"	4.245	2
5	99° 39' 20"	14.42	14.45	18	169° 09'	1.995	4.42
6	89° 12' 20"	10.21	10.22	19	180° 45' 20"	4.385	9.12
7	129° 52' 35"	4.245		20	159° 52' 20"	8.905	11.37
8	39° 52' 35"	4.245		21	208° 48'	10.95	10.4
9	280° 21' 20"	27.955	28.3	22	260° 45' 40"	10.015	11.16
10	219° 52' 35"	4.245		23	312° 12' 40"	10.76	
11	156° 29'	6.31	6.42	24	5° 15'	10.675	11.06
12	141° 22' 20"	1.37	1.375	25	21° 51' 40"	3.405	3.42
13	340° 21' 20"	11.725	12.25	26	3° 28'	2.99	3
				27	309° 52' 35"	4.245	

● EASEMENT TO DRAIN WATER
 — DRAINAGE EASEMENT—
 2 WIDE & VAR. WIDTH

PLAN OF LOT 51

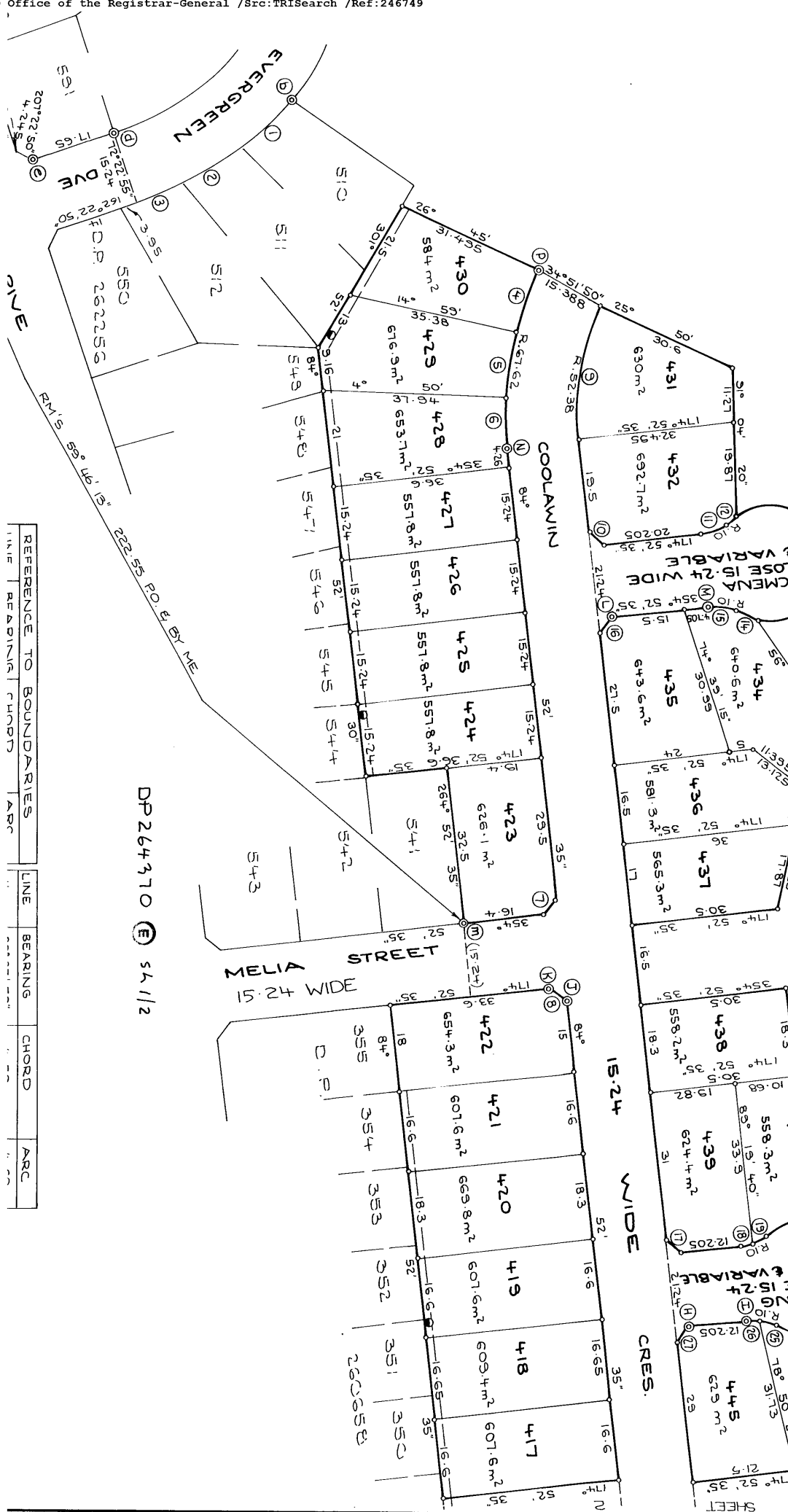
Reduction Re
 Municipality
 Locality: B
 Parish: TE
 County: C

This is sheet:
 MICHAEL
 of 88 SHO
 a surveyor reg
 a certified, habil
 plan. is accurate and
 is accurate and
 Practice Regular
 22ND SEP

Signature:
 Surveyor Registe
 Datum Line
 *Strike out
 Panel for use
 to dedicate
 erves, drain
 as to user.

IT IS IN
 ALL RO
 PURSUAN
 THE CON
 1919-18
 TO CRE
 EASER
 1-DRAIN
 2 WIDE

SCHEDULE OF REFERENCE MARKS	CORNER	FROM	BEARING	DIST.
M		DH & WIN KERB FD	319° 08' 40"	5.435
N		DH & WIN KERB FD	283° 04' 40"	12.615
E		DH & WIN KERB FD	252° 22' 50"	3.12
D		DH & WIN KERB FD	257°	3.15
B		DH & WIN KERB FD	32° 42' 50"	5.55
"A"		DH & WIN KERB FD	162° 22' 50"	3.405
H		DH & WIN KERB	84° 52' 35"	3.03
I		DH & WIN KERB	84° 52' 35"	3.03
J		DH & WIN KERB	174° 52' 35"	3.105
K		DH & WIN KERB	84° 52' 35"	3.03
L		DH & WIN KERB	84° 52' 35"	2.92
M		DH & WIN KERB	174° 52' 35"	3.065
N		DH & WIN KERB	84° 52' 35"	3.065
P		DH & WIN KERB	214° 51' 50"	3.405
R		CONC NAIL & WING NUTTER	86° 21' 20"	8.73
S		CONC NAIL & WING NUTTER	60° 21'	7.045



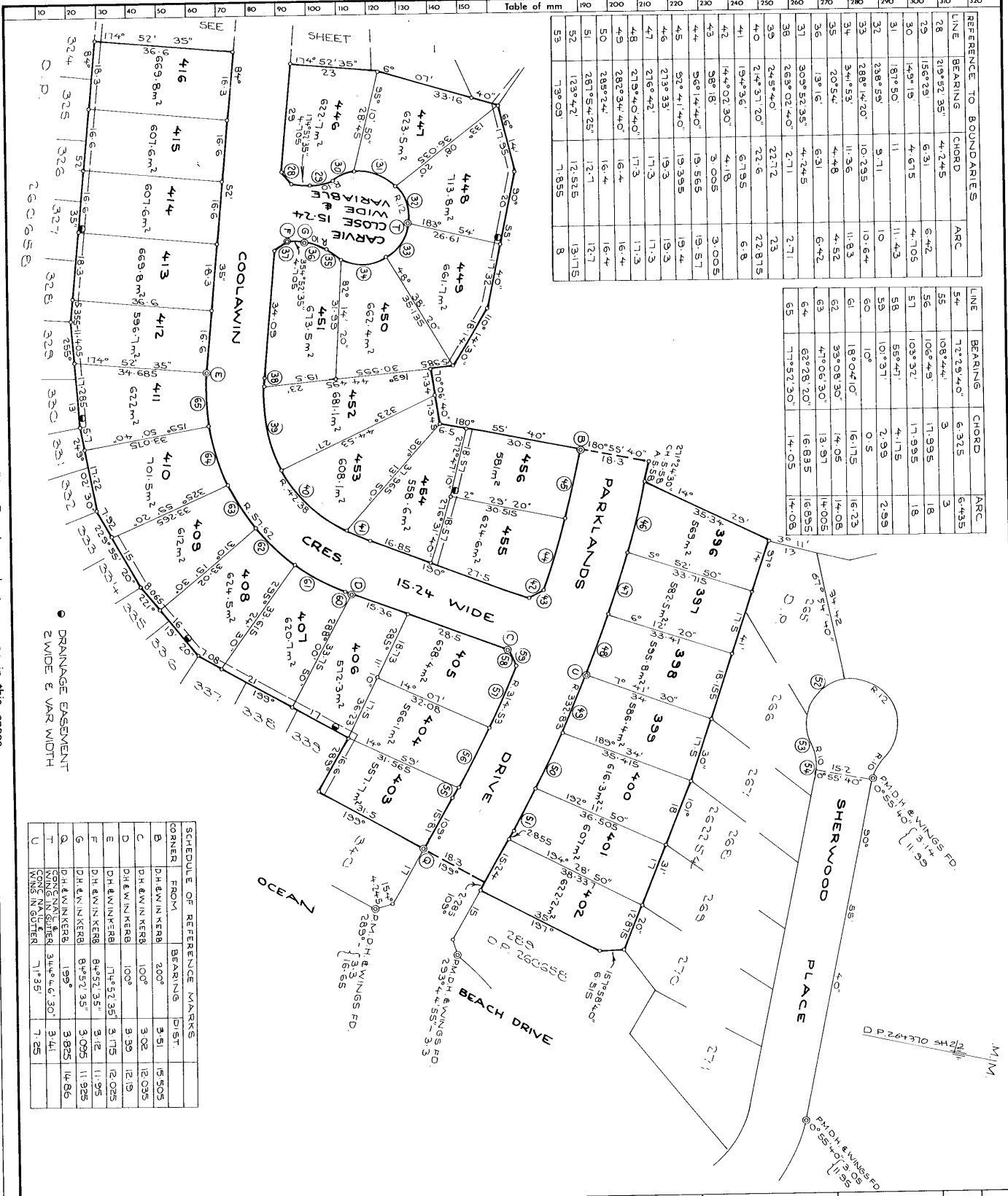
REFERENCE TO BOUNDARIES	LINE	BEARING	CHORD	ARC
1	LINE	BEARING	CHORD	ARC
2	LINE	BEARING	CHORD	ARC
3	LINE	BEARING	CHORD	ARC
4	LINE	BEARING	CHORD	ARC
5	LINE	BEARING	CHORD	ARC
6	LINE	BEARING	CHORD	ARC
7	LINE	BEARING	CHORD	ARC
8	LINE	BEARING	CHORD	ARC
9	LINE	BEARING	CHORD	ARC
10	LINE	BEARING	CHORD	ARC
11	LINE	BEARING	CHORD	ARC
12	LINE	BEARING	CHORD	ARC
13	LINE	BEARING	CHORD	ARC
14	LINE	BEARING	CHORD	ARC
15	LINE	BEARING	CHORD	ARC
16	LINE	BEARING	CHORD	ARC
17	LINE	BEARING	CHORD	ARC
18	LINE	BEARING	CHORD	ARC
19	LINE	BEARING	CHORD	ARC
20	LINE	BEARING	CHORD	ARC
21	LINE	BEARING	CHORD	ARC
22	LINE	BEARING	CHORD	ARC
23	LINE	BEARING	CHORD	ARC
24	LINE	BEARING	CHORD	ARC
25	LINE	BEARING	CHORD	ARC
26	LINE	BEARING	CHORD	ARC
27	LINE	BEARING	CHORD	ARC
28	LINE	BEARING	CHORD	ARC
29	LINE	BEARING	CHORD	ARC
30	LINE	BEARING	CHORD	ARC
31	LINE	BEARING	CHORD	ARC
32	LINE	BEARING	CHORD	ARC
33	LINE	BEARING	CHORD	ARC
34	LINE	BEARING	CHORD	ARC
35	LINE	BEARING	CHORD	ARC
36	LINE	BEARING	CHORD	ARC
37	LINE	BEARING	CHORD	ARC
38	LINE	BEARING	CHORD	ARC
39	LINE	BEARING	CHORD	ARC
40	LINE	BEARING	CHORD	ARC
41	LINE	BEARING	CHORD	ARC
42	LINE	BEARING	CHORD	ARC
43	LINE	BEARING	CHORD	ARC
44	LINE	BEARING	CHORD	ARC
45	LINE	BEARING	CHORD	ARC
46	LINE	BEARING	CHORD	ARC
47	LINE	BEARING	CHORD	ARC
48	LINE	BEARING	CHORD	ARC
49	LINE	BEARING	CHORD	ARC
50	LINE	BEARING	CHORD	ARC
51	LINE	BEARING	CHORD	ARC
52	LINE	BEARING	CHORD	ARC
53	LINE	BEARING	CHORD	ARC
54	LINE	BEARING	CHORD	ARC
55	LINE	BEARING	CHORD	ARC
56	LINE	BEARING	CHORD	ARC
57	LINE	BEARING	CHORD	ARC
58	LINE	BEARING	CHORD	ARC
59	LINE	BEARING	CHORD	ARC
60	LINE	BEARING	CHORD	ARC
61	LINE	BEARING	CHORD	ARC
62	LINE	BEARING	CHORD	ARC
63	LINE	BEARING	CHORD	ARC
64	LINE	BEARING	CHORD	ARC
65	LINE	BEARING	CHORD	ARC
66	LINE	BEARING	CHORD	ARC
67	LINE	BEARING	CHORD	ARC
68	LINE	BEARING	CHORD	ARC
69	LINE	BEARING	CHORD	ARC
70	LINE	BEARING	CHORD	ARC
71	LINE	BEARING	CHORD	ARC
72	LINE	BEARING	CHORD	ARC
73	LINE	BEARING	CHORD	ARC
74	LINE	BEARING	CHORD	ARC
75	LINE	BEARING	CHORD	ARC
76	LINE	BEARING	CHORD	ARC
77	LINE	BEARING	CHORD	ARC
78	LINE	BEARING	CHORD	ARC
79	LINE	BEARING	CHORD	ARC
80	LINE	BEARING	CHORD	ARC
81	LINE	BEARING	CHORD	ARC
82	LINE	BEARING	CHORD	ARC
83	LINE	BEARING	CHORD	ARC
84	LINE	BEARING	CHORD	ARC
85	LINE	BEARING	CHORD	ARC
86	LINE	BEARING	CHORD	ARC
87	LINE	BEARING	CHORD	ARC
88	LINE	BEARING	CHORD	ARC
89	LINE	BEARING	CHORD	ARC
90	LINE	BEARING	CHORD	ARC
91	LINE	BEARING	CHORD	ARC
92	LINE	BEARING	CHORD	ARC
93	LINE	BEARING	CHORD	ARC
94	LINE	BEARING	CHORD	ARC
95	LINE	BEARING	CHORD	ARC
96	LINE	BEARING	CHORD	ARC
97	LINE	BEARING	CHORD	ARC
98	LINE	BEARING	CHORD	ARC
99	LINE	BEARING	CHORD	ARC
100	LINE	BEARING	CHORD	ARC

Registered: _____
 C.A.: No _____
 Title System: _____
 Purpose: _____
 Ref. Map: _____
 Last Plan: _____
 Reduction Ra: _____
 Municipality: _____
 Locality: _____
 Parish: _____
 County: _____
 This is sheet _____ of _____
 I, MICHAEL J. WATERS, of _____ a surveyor registered and practising under the provisions of the Survey Act 1981, do hereby certify that the above is an accurate and correct representation of the land described in the plan and is in accordance with the provisions of the Survey Act 1981.
 Signature: _____
 Date: _____
 Panel for use to dedicate parcels, draining as to user.
 IT IS INT ALL ROA PURSUANT TO THE CONTA 1915-19 TO CRE EASEME I, DRAINA 2 WINDIC

D.P. 264370 2H/5/5

LINE	BEARING	CHORD	ARC
28	219°52'35"	4.7245	6.4435
29	156°29'	6.31	108244
30	149°19'	4.615	4.105
31	87°50'	11	11.43
32	238°59'	9.11	10.64
33	268°14'20"	10.235	11.83
34	344°53'	11.36	4.52
35	205°4'	4.48	19.95
36	139°16'	6.31	6.42
37	369°52'35"	4.245	2.99
38	269°02'40"	2.11	2.71
39	245°40'	22.12	2.3
40	214°31'20"	22.6	22.875
41	194°36'	6.95	6.8
42	144°02'30"	4.15	3.005
43	98°18'	3.005	19.57
44	56°14'40"	19.595	19.44
45	92°4'140"	19.395	19.3
46	219°33'	19.3	17.3
47	216°42'	17.3	17.3
48	213°40'40"	17.3	17.3
49	283°34'40"	16.4	16.4
50	289°24'	16.4	16.4
51	287°54'25"	12.1	13.175
52	129°42'	12.525	12.175
53	130°09'	7.855	8

LINE	BEARING	CHORD	ARC
54	122°29'40"	6.325	6.435
55	108°44'	3	3
56	106°49'	17.955	18
57	103°32'	17.955	18
58	55°47'	4.115	2.99
59	101°31'	2.99	2.99
60	10°	0.5	16.23
61	18°04'10"	16.115	14.08
62	39°08'30"	14.05	14.08
63	47°06'30"	13.97	14.005
64	62°28'20"	16.835	16.835
65	11°57'30"	14.05	14.08

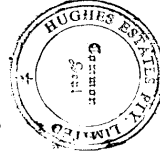


SCHEDULE OF REFERENCE MARKS	FROM	BEARING	DIST.
A	DH & WINKER	200°	3.51
B	DH & WINKER	100°	3.02
C	DH & WINKER	100°	3.39
D	DH & WINKER	100°	3.175
E	DH & WINKER	114°52'35"	3.12
F	DH & WINKER	84°52'35"	3.095
G	DH & WINKER	84°52'35"	3.825
H	DH & WINKER	199°	3.41
T	CONCRETE & WINGS IN GUTTER	314°46'30"	7.25
U	WINGS IN GUTTER	71°35'	7.25

Plan Drawing only to appear in this space

OFFICE USE ONLY
 D.P. 264370
 Registered B 4 B 1983
 This is sheet 2 of my plan in 2 sheets dated 22ND SEPTEMBER 1982
 Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 2 sheets covered by my Certificate No. 1/1983 of John Sandbery, 1983.
 Signature and seal only.
 Council Clerk



Reduction Ratio 1: 900
 Lengths are in metres
 SURVEYOR'S REFERENCE S/30/309 F

D.P. 264370 2H/5/5

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

Lengths are in metres

(Sheet 1 of 4 sheets)

PART 1

Plan: D.P.

DP264370

Subdivision covered by Council
Clerk's Certificate No. 1 of 1983

Full name and address of
proprietor of the land:

Hughes Estates Pty. Limited
168 Shellharbour Road,
Port Kembla

1. Identity of easement firstly
referred to in abovementioned plan

Easement to drain water 2 wide

Schedule of lots etc. affected

Lots burdened

403

404

406

407

408

409

410

411

412

413

414

415

416

417

418

419

420

421

Lots benefited

404, 406, 407, 408, 409, 410, 411, 412,
413, 414, 415, 416, 417, 418, 419, 420,
421, 422.

406, 407, 408, 409, 410, 411, 412, 413,
414, 415, 416, 417, 418, 419, 420, 421,
422.

407, 408, 409, 410, 411, 412, 413, 414,
415, 416, 417, 418, 419, 420, 421, 422.

408, 409, 410, 411, 412, 413, 414, 415,
416, 417, 418, 419, 420, 421, 422.

409, 410, 411, 412, 413, 414, 415, 416,
417, 418, 419, 420, 421, 422.

410, 411, 412, 413, 414, 415, 416, 417,
418, 419, 420, 421, 422.

411, 412, 413, 414, 415, 416, 417, 418,
419, 420, 421, 422.

412, 413, 414, 415, 416, 417, 418, 419,
420, 421, 422.

413, 414, 415, 416, 417, 418, 419, 420,
421, 422.

414, 415, 416, 417, 418, 419, 420, 421,
422.

415, 416, 417, 418, 419, 420, 421, 422.

416, 417, 418, 419, 420, 421, 422.

417, 418, 419, 420, 421, 422.

418, 419, 420, 421, 422.

419, 420, 421, 422.

420, 421, 422.

421, 422.

422.



.....
Secretary.

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

Lengths are in metres

(Sheet 2 of 4 sheets)

Plan: D.P.

Subdivision covered by Council
Clerk's Certificate No. 1 of 1983

DP264370

Lots burdened

424
425
426
427
428
429
430
455
456
449
448
443

Lots benefited

425, 426, 427, 428, 429, 430.
426, 427, 428, 429, 430.
427, 428, 429, 430.
428, 429, 430.
429, 430.
430.
--- Lot 514 D.P. 263824.
456, 449, 448, 443.
449, 448, 443.
448, 443.
443.
--- Lot 514 D.P. 263824.

2. Identity of restriction secondly
referred to in abovementioned plan

Restriction as to user.

Lots burdened

Each Lot

Lots benefited

Every other lot

PART 2

1. Terms of restriction as to user secondly referred to in abovementioned
plan.

1. Only one main building shall be erected on any lot hereby burdened and such main building shall be erected with new materials only and shall have a minimum floor area of not less than 90m².
2. No garage or outbuilding shall be erected on any lot hereby burdened other than concurrently with or after the erection of such main building.
3. That no walls of any such main building shall be of any material other than such materials as shall be approved by Hughes Estates



.....
Secretary.

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

Lengths are in metres

(Sheet 3 of 4 sheets)

Plan: D.P.

Subdivision covered by Council
Clerk's Certificate No. 1 of 1983

DP264370

Pty. Limited but such approval shall not be withheld if such materials consists of brick, brick veneer, stone, concrete, glass, timber, fibrolite or asbestos cement or any combination thereof provided that no building shall be constructed wholly or substantially from fibrolite or aluminium or otherwise from prefabricated or "kit" made materials and provided that asbestos cement shall not be used except as infill panels in conjunction with all or any other materials herein before specified and the proportion of asbestos cement so used in relation to the total external wall area shall not exceed ten (10) per centum thereof without the approval of Hughes Estates Pty. Limited.

4. No roof of any such main building shall be of corrugated tin or iron unless the written consent of Hughes Estates Pty. Limited is obtained beforehand.
5. There shall not at any time be brought upon or permitted to remain upon any lot hereby burdened, for residential purposes, any caravan, erected tent or other living unit of any kind whatsoever other than such main building hereinbefore specified.
6. No main building erected on any lot hereby burdened shall at any time hereafter be used for any purpose other than for private residential purposes.
7. The restrictions set forth in the foregoing clauses 1 to 6 inclusive shall not apply to any lot or lots which is or are the subject of a plan of subdivision registered by virtue of the provisions of the Strata Titles Act, 1973 (as amended).
8. No fence shall be erected on any lot hereby burdened without the consent of Hughes Estates Pty. Limited but such consent shall not be withheld if such fence is erected without cost to Hughes Estates Pty. Limited and in favour of any person dealing with the first transferee from Hughes Estates Pty. Limited such consent shall be deemed to have been given in respect of every such fence for the time being erected.
9. Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.



.....
Secretary

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

Lengths are in metres

(Sheet 4 of 4 sheets)

Plan: D.P. 264370

Subdivision covered by Council
Clerk's Certificate No. 1 of 1983

DP264370

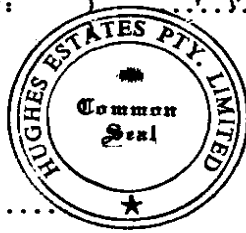
The person having the right to release vary or modify the foregoing
restrictions is Hughes Estates Pty. Limited and no person's consent
is required thereto.

Name of person empowered to release vary or modify easement firstly
referred to in abovementioned plan

The Council of the Municipality of Shellharbour.

THE COMMON SEAL of HUGHES ESTATES PTY. LIMITED
was hereunto duly affixed in the presence of:

R. Hughes
Director.



Chant

Secretary.

Signed and Sealed by the said **AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED**
Bank at Sydney by its Attorney **INCORPORATING ANZ BANK AND ESEA BANK**
by its Attorney

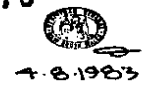
and I, the said Attorney, state that I have not received
any notice of the revocation of the Power of Attorney
who is personally known to me registered in the Office of the Registrar General Sydney
as No. 263 Book 3403 under which this document is
executed.

JUSTICE OF THE PEACE FOR
NEW SOUTH WALES

SENIOR MANAGER CORPORATE ACCOUNTS FOR THE TIME
BEING OF AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED.

INSTRUMENT SETTING OUT INTERESTS CREATED
PURSUANT TO SECTION 88B, CONVEYANCING ACT,
1919, E.L.G. L. WITH

DP264370



7-8-1983

Applicant:

**Active Property Conveyancing Pty Ltd
6/74 Kembla Street
WOLLONGONG NSW 2500**

reception@activeconveyancing.com.au

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

Applicants Reference: 246749

Certificate No: PL1897/2024

Print Date: 03 September 2024

LAND DESCRIPTION:

9 Wandoo Place SHELLHARBOUR NSW 2529

Lot 827 DP 738057

Land ID: 14049

Disclaimer

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

Title Information

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

Inspection of the land

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

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

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

1. Name of Relevant Planning Instruments and DCPs

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

Local Environmental Plan

Shellharbour Local Environmental Plan 2013.

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

State Environmental Planning Policies

SEPP - (Exempt & Complying Development Codes) 2008.

SEPP (Housing) 2021.

SEPP (Biodiversity & Conservation) 2021.

SEPP (Industry & Employment) 2021.

SEPP (Planning Systems) 2021.

SEPP (Primary Production) 2021.

SEPP (Resilience & Hazards) 2021.

SEPP (Resources & Energy) 2021.

SEPP (Transport & Infrastructure) 2021.

SEPP - (Precincts Regional) 2021.

SEPP - (Sustainable Buildings) 2022

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

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

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

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

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

Technical Policies

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

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

Planning Proposal – Local Environmental Plans

No exhibited Draft Local Environmental Plans.

Draft State Environmental Planning Policies

Changes to create Low & Mid Rise Housing

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

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

It also proposes changes to:

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

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

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

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

Improving Planning Processes to Deliver Infrastructure Faster (March 2024)

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

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

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

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

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

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

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

Please refer to the DPHI website for more information:

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

Exhibited Technical Policies

There are no Exhibited Technical Policies on this land.

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

No exhibited draft Development Control Plans apply to the land.

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

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

2. ZONING AND LAND USE UNDER RELEVANT LEPs

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

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

Shellharbour LEP 2013 - R2 Low Density Residential.

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

Shellharbour LEP 2013 - R2: Home occupations.

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

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

2.4 For what purposes is development prohibited within the zone?

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

2.5 Whether additional permitted uses apply to land?

Shellharbour LEP 2013 - No.

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

Shellharbour LEP 2013 - No.

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

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

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

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

Shellharbour LEP 2013 - No.

2.8 Is the land in a conservation area?

Shellharbour LEP 2013 - No.

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

Shellharbour LEP 2013 - No.

3. CONTRIBUTIONS

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

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

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

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

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

Not applicable.

4. COMPLYING DEVELOPMENT

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

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

-
- 4.3 If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- 4.4 If the complying development codes are varied, under that Policy, clause 1.12, in the relation to the land.

Housing Code

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

Rural Housing Code

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

Agritourism and Farm Stay Accommodation Code

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

Low Rise Housing Diversity Code

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

Greenfield Housing Code

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

Housing Alterations Code

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

General Development Code

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

Industrial and Business Alterations Code

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

Industrial and Business Buildings Code

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

.....
Container Recycling Facilities Code

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

Subdivisions Code

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

Demolition Code

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

Fire Safety Code

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

5 EXEMPT DEVELOPMENT

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

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

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

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

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

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

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

No.

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

No.

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

No.

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

7. LAND RESERVED FOR ACQUISITION

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

Shellharbour LEP 2013 - No.

8. ROAD WIDENING AND ROAD ALIGNMENT

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

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

No.

(b) Any environment planning instrument?

No.

(c) Any resolution of the Council?

No.

9 FLOOD RELATED DEVELOPMENT CONTROLS

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

No.

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

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

No.

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

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

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

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

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

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

10.1 Landslip

No.

10.2 Bushfire

No.

10.3 Tidal Inundation

No.

10.4 Subsidence

No.

10.5 Acid Sulphate Soils

No.

10.6 Contamination

No.

10.7 Aircraft Noise

No.

.....
10.8 Salinity

No.

10.9 Coastal Hazards

No.

10.10 Sea Level Rise

No.

10.11 Any Other Risk

No.

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

11. BUSH FIRE PRONE LAND

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

No.

12. LOOSE FILL ASBESTOS INSULATION

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

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

13. MINE SUBSIDENCE

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

No.

.....
14. PAPER SUBDIVISION INFORMATION

- 14.1** The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a ballot.

Not applicable.

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

Not applicable.

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

15. PROPERTY VEGETATIONS PLAN

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

No.

16. BIODIVERSITY STEWARDSHIP SITES

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

No.

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

17. BIODIVERSITY CERTIFIED LAND

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

No.

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

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

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

No.

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

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

Not applicable.

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

Note: Existing coastal protection works are works to reduce the impact of coastal hazards on land such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20. **WESTERN SYDNEY AEROTROPOLIS**

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

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

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

No.

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

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

No.

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

Not Applicable.

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

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

No.

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

No.

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

23. WATER OR SEWERAGE SERVICES

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

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

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

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

- (a) Is the land significantly contaminated land within the meaning of the *CLM Act* at the date of this certificate?
- No.
- (b) Is the land subject to a management order within the meaning of the *CLM Act* at the date of this certificate?
- No.
- (c) Is the land the subject of an approved voluntary management proposal within the meaning of the *CLM Act* at the date of this certificate?
- No.
- (d) Is the land the subject of an ongoing maintenance order within the meaning of the *CLM Act* at the date of this certificate?
- No.
- (e) Is the land the subject of a site audit statement within the meaning of the *CLM Act* (such a statement having been provided to Council at any time)?
- No.

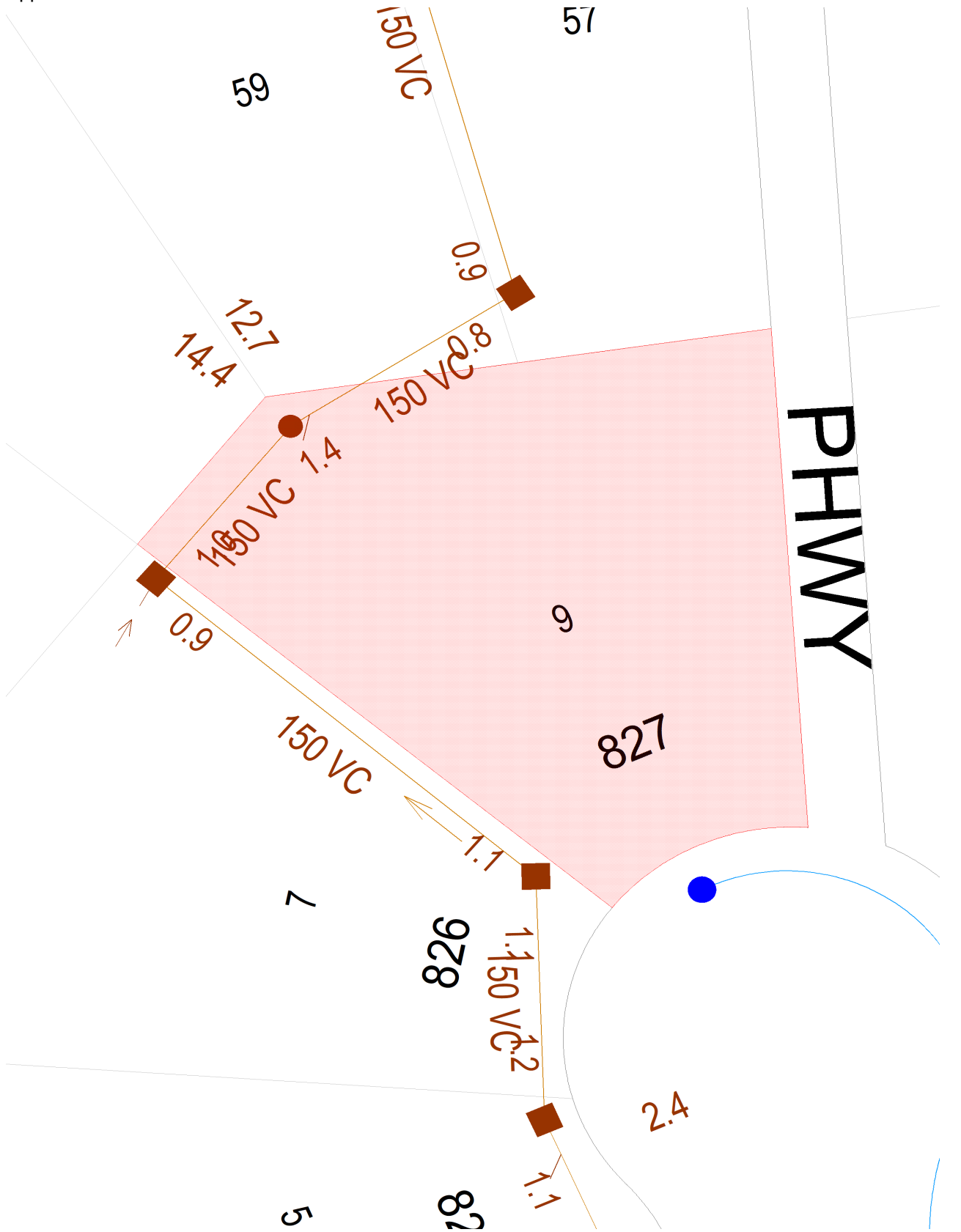
PART B: NOTATIONS

There are no Part B notations on this property.

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

Authorised by:
Mike Archer
Chief Executive Officer

Service Location Print
Application Number: 8003690544



Document generated at 02-09-2024 01:31:43 PM

Disclaimer

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

Asset Information

Legend

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

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**.

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: 8003690553

SEWERAGE SERVICE DIAGRAM

M.W.S. & D.B.

MUNICIPALITY OF SHELL
SUBURB OF B' BUTT

Copy of Diagram No. 80891
LIAW

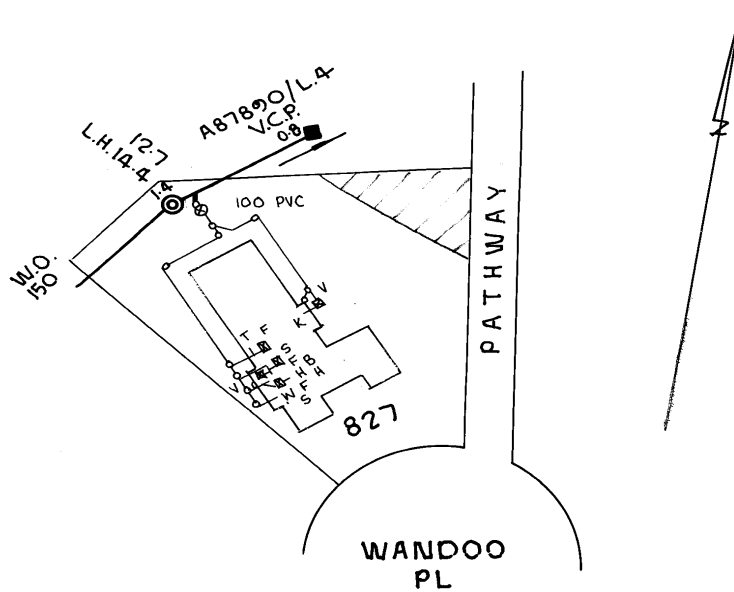
SYMBOLS AND ABBREVIATIONS							
■	Manhole	⊗	Gully	O WS	Waste Stack	H	Handbasin
□ Chr.	Chamber	⊗ P	P Trap	IP	Induct Pipe	S	Shower
● L.H.	Lamphole	■ R	Reflux Valve	MF	Mica Flap	Jn.	Junction
⊗	Boundary Trap	◊	Cleaning Eye	T	Tubs	DW.	Dishwasher
⊗	Inspection Shaft	O Vert	Vertical Pipe	K	Kitchen Sink	F	Floor Waste
■ Pit	Pit	O V	Vent Pipe	W	Water Closet	M	Washing Machine
≡ G	Grease Interceptor	O SV	Soil Vent Pipe	B	Bath Waste	BS	Bar Sink

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer.

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

The existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's Head Office or in the case of South Coast District at Board's Wollongong Office (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only.



100-92306-10		Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres	
	DRAINAGE		PLUMBING
	Supervised by		Supervised by
	Inspector		Date of Issue
	Field Diagram Examined by		Outfall SHELL
W.s	Chief Inspector		Inspector
Ur.s	Tracing Checked by		Plumber
SHEET No.	Boundary Trap <input checked="" type="checkbox"/> is not required		for House Services Engineer

Form 77/546 (July '86) S80

Connection Date:

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**.