

# 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	
co-agent		
vendor	<b>LOC THO NGUYEN</b>	
vendor's solicitor	<b>Vo Conveyancing &amp; Associates</b>	<b>Email:</b> <b>VOCONVEYANCING@GMAIL.COM</b>
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	<b>6 Yarle Cres, Flinders 2529</b> <b>7005/882823</b> <b>Folio Identifier Registered Plan: Lot 7005 Plan DP 882823</b>	
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	(10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

**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**

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

**Choices**

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

**Nominated Electronic Lodgment Network (ELN)** (clause 4)

**Manual transaction** (clause 30)

NO  yes

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

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

**Land tax** is adjustable

NO  yes

**GST:** Taxable supply

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

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

Purchaser must make an **GSTRW payment**  
(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 that is 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 type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 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 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 the off the plan contract <b>Other</b> <input type="checkbox"/> 60
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**HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number**

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



**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
	<i>adjustment date</i> the earlier of the giving of possession to the purchaser or completion;
	<i>adjustment figures</i> details of the adjustments to be made to the price under clause 14;
	<i>authorised Subscriber</i> a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
	<i>bank</i> the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
	<i>business day</i> any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
	<i>cheque</i> a cheque that is not postdated or stale;
	<i>clearance certificate</i> a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
	<i>completion time</i> the time of day at which completion is to occur;
	<i>conveyancing rules</i> the rules made under s12E of the Real Property Act 1900;
	<i>deposit-bond</i> a deposit bond or guarantee with each of the following approved by the vendor –
	<ul style="list-style-type: none"> <li>● the issuer;</li> <li>● the expiry date (if any); and</li> <li>● the amount;</li> </ul>
	<i>depositholder</i> vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
	<i>discharging mortgagee</i> any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
	<i>document of title</i> document relevant to the title or the passing of title;
	<i>ECNL</i> the Electronic Conveyancing National Law (NSW);
	<i>electronic document</i> a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
	<i>electronic transaction</i> a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
	<i>electronic transfer</i> a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
	<i>FRCGW percentage</i> the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
	<i>FRCGW remittance</i> a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
	<i>GST Act</i> A New Tax System (Goods and Services Tax) Act 1999;
	<i>GST rate</i> the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
	<i>GSTRW payment</i> a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
	<i>GSTRW rate</i> the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> 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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

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



**13 Goods and services tax (GST)**

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

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

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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



**32 Residential off the plan contract**

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

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## **ADDITIONAL SPECIAL CONDITIONS**

### **Amended to Printed Form**

1. The standard clauses of this contract are herein deemed to be amended as follows:
  - a. Clause 1 – amend the definition of “Settlement Cheque” and replace with “an unendorsed bank cheque made payable to the person to be paid or, if authorised in writing by the vendor or the vendor’s solicitor, some other cheque”;
  - b. Clause 7.1.1 - is replaced by “any amount claimed”;
  - c. Clause 7.2.1 - amend the clause by replacing “10%”;
  - d. Clause 16.5 - delete the words “plus another 20% of that fee”;
  - e. Clause 16.8 - delete entirely;
  - f. Clause 16.12 - delete all words after “NSW”;
  - g. Clause 20.6.5- the following words shall be inserted after the word “received “and any such facsimile transmission may be proved by production of reasonable evidence of such transmission which, without limiting the generality of the foregoing, may be constituted by an electronically generated journal print or entry.
  - h. Clause 23.9 - delete entirely;
  - i. Clause 23.13 - delete entirely;
  - j. Clause 23.14 - delete entirely;
  - k. Clause 23.18 - delete entirely;

### **Vendor’s Agent**

2. The purchaser hereby indemnifies and agrees that all times for the maximum period permitted by law of indemnity and keep indemnified the vendor and against any claim, commission, charge, expense, action, suit, proceeding, cost or demand whatsoever nature by any real estate agent or employee of such real estate agent (other than the Vendor’s agent herein name) who establishes that the purchases was introduced to the vendor or to the property by any agent or employee of him.

### **Present Condition and State of Repair**

3. The property, together with any appurtenances, thereto, is sold in its present condition and state of repair with all defects, if any, whether latent or patent and subject to any infestation and dilapidation, and the purchaser shall not make any objection, requisition, claim or to be entitled to rescind or terminate this contract in relation to any all the matters aforesaid. This clause shall not merge on completion.

The purchaser cannot make any claim, requisitions, and objections nor delay Completion if, at Completion, the Vendor has:

- (a) Not cut the grass or maintained the lawn; and or
  - (b) Left any items or rubbish on the property and which are not a serious impediment to possession
- and this is an essential term of the contract.

### **Purchaser’s Finance:**

4. It is agreed between the parties herein that section 124 (i) of the Consumer Credit Administration (NSW) Act 1995 shall not apply to this contract. The purchaser warrants

that they have obtained finance on reasonable terms for the purchase and agree that they are not entitled to terminate the contract under Section 124 of the said Act.

#### **No Warranty**

5. The purchaser agrees that the Vendor makes no warranty or promise that any improvements, additions or structures upon the subject property comply with the provision of the Local Government Act or the Regulations or any other or Regulations or the swimming Pools Act 1992, or Regulations. The vendor made no warranty or promise that any improvement, structure or addition to or upon the land sold is fit for habitation or for any other purpose.

#### **Building Certificate**

6. In the event that the purchaser applies to the Local Council for a Building Certificate, any work required to be carried out in order to bring the property to a standard acceptable to the said Council shall be carried out by the purchaser at the purchaser's expense. The purchaser cannot required the Vendor to comply with any work any legislation or remedy any season for council's refusal to issue a certificate pursuant to the Purchaser's application for building certificate.

#### **Release of Deposit**

7. The purchaser agrees to release the deposit to the Vendor upon the condition that the vend or will only use the deposit for:
  - a) the Vendor's stamp duty on this property ; or
  - b) the purchase of another property; or
  - c) The stamp duty and/or disbursements related to the purchaser of another property.

No further authority or consent will be required from the purchaser other than as contained in this special condition.

#### **Completion**

8.
  - a) It is expressly agreed between the parties that in circumstances justifying the issue of a Notice to complete fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose. It is further agreed between the parties that in circumstances justifying the issue of a Notice to complete by the Vendor, in addition to the balance of the price, the purchaser shall pay to the Vendor's solicitor/ Conveyancer the sum of three hundred and thirty dollars (\$330.00) as the agreed reasonable Legal expenses incurred by the vendor as a result of having to issue such Notice to Complete.
  - b) In the event that the purchaser cancels or fails to turn up to settlement without giving the Vendor one (1) business day notice, the Purchaser must pay to the Vendor's settlement agent \$ 165.00 plus any expenses in respect of the cancellation and including the Vendor's mortgagee's cancellation fee and interest.
  - c) if the purchaser requires the vendor to settle at a location other than vendor's mortgagee's office or the vendor's solicitor office then the purchaser must pay \$ 165.00 out office settlement fee and extra-legal service fee to the vendor's solicitor on completion .

#### **Interest**

9. If the purchaser fails to complete the purchase by the time and date stipulated for completion of this contract the purchaser must pay to the Vendor on completion; in

addition to the balance of the price, interest on the balance calculated at the rate of twelve per centum (12%) per annum computed from the date stipulated for completion in this contract to the date on which completion takes place. Payment of interest in accordance with this clause is an essential term of this contract. The clause does not apply if the failure of the purchaser to complete on this date stipulated for completion is caused solely by the vendor.

#### **Death, Mental illness, Bankruptcy**

10. If at any time prior to completion the Vendor or purchases (or any of them) dies Or become mentally ill or being a company is wound up or go into liquidation then either party may at any time thereafter rescind by notice in writing served on the party.

SEPP 28

11. The Vendor disclose that SEPP 28 has been repealed that some provision of SEPP 28 and SREP 12 that allowed subdivision of dual occupancies have been repealed, and the attached Section 149 Certificate may be inaccurate in respect of those matters.

#### **Suitability**

12. The purchaser cannot make any claim, objection, requisition, rescind or terminate the contract in respect of the suitability of lack of suitability of the property for any particular purpose.

#### **Particulars on Title**

13. The purchaser acknowledges that particular of title sufficient to enable the purchaser to prepare the Transfer are contained in this Contract and are deemed to be served on the purchaser on the date of making this contract.

#### **Requisition on title**

14. For the purposes of Clause 5.1 of the contract requisition must be in the form of law society copyright requisitions form 2008 or later.

#### **Part Deposit Paid**

15. It is agreed that if circumstances arise under this Contract whereby the purchaser forfeits the deposit. The amount to be forfeited by the purchaser will be ten per cent (10%) of the sale price notwithstanding that the Vendor had agreed to accept an amount less than ten per cent (10%) of the sale price as deposit to be paid by the purchaser on exchange of contracts.

#### **Goods and Services Tax**

16. The Vendor and purchaser acknowledge and agree that the purchase price payable by the purchaser to the Vendor as stated on the front page of this Contract does not include any amount payable pursuant to the New Tax System (Goods Services Tax) Act 1999, the New Tax System (Goods Services Tax) Act 1999, the New Tax system (Goods Services Tax Transition) Act 1999 or any cognate Legislation (the GST Legislation).

(a) If any amount of ours become payable pursuant to the GST Legislation then on completion, the purchaser shall pay the amount of GST Legislation then on

completion, the purchaser shall pay the amount of GST to the Vendor, being the amount of ten percent (10%) of the purchase price.

- (b) The purchaser acknowledges that this Special Condition is an essential term of the Contract.

### **Deed of Guarantee**

17. In the event the purchaser is a company, as a condition of sale on the date of this Contract, the purchaser must provide to the Vendor a sealed Deed of Guarantee in a form satisfactory to the vendor.

### **Survey**

18. If a survey certificate is attached the vendor does not warrant the accuracy and validity of such survey. The purchaser shall make no objection, requisition or claim for compensation or damages in respect to such survey in relation to:

(a) The fact that any building presently erected on the subject land may not comply in any way with the Local Government Act 1919 as amended or the Ordinances there under , or

(b) The fact that the whole or any part of the building may encroach upon any land other than the subject land or the fact that any other building or structure may encroach upon the subject land.

### **Purchaser's Acknowledgement**

19. The purchaser acknowledges that he has not been induced to enter into this Contract by any statement, representation or warranty made or given by or on behalf of the Vendor and has thoroughly inspected the premises being purchased and shall not raise any requisition, objection or claim for compensation in respect thereof .

Serving the Transfer

20. The transfer must be served to the vendor solicitor's office at least (ten) 14 days prior to the completion date, in the event that the transfer is not served within this timeframe the purchaser shall pay to the vendor's solicitors the sum of \$165.00 towards the cost of arranging execution of such Transfer on short notice.

### **Cancelling Settlement Arrangements**

21. If the purchaser cancels settlement after appropriate arrangements have been made, the purchaser will allow paying agents fee \$88.00 incurred on settlement and the vendor's legal costs of \$165.00 for each cancellation.

### **Sewer Diagram**

22. The purchaser acknowledges that the purchaser has inspected the sewer mains diagram attached to the Contract and acknowledges that this all that is available from a recognised sewerage authority. The purchaser must satisfy itself regarding all aspects of the diagram and must make no objection, requisition or claim for compensation or seek to delay completion or rescind terminate this Contract because of anything arising either directly or indirectly from the same. The purchaser acknowledges that no warranty or representation is made by the Vendor as to the Completeness or accuracy of such diagram, and the accuracy or completeness of the same is not a condition of this Agreement.

### **Special Levies**

23. In the event that the subject property is a strata complex, the vendor and purchaser agree that if there are or have been special levies or contributions which are not regular contributions levied, the purchaser acknowledges that the Vendor will be liable for any special levies after the Contract date.

### **F.I.R.B Approval**

24. The purchaser warrants to the Vendor that the purchaser is entitled to purchase the subject property without obtaining an approval from the Foreign Investment Review Board. The purchaser hereby indemnifies and holds indemnified the Vendor against all liability, loss, damage and expenses on an indemnity basis which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warrant.

### **Vacant possession/ Tenancy**

25. (a) In the event that the subject property is sold subject to Vacant Possession and the Vendor/Tenant is currently residing in the subject property and is unable to vacate on the due date, the Purchaser agrees to give the Vendor/ Tenant an extra 21 days after the completion date to vacate the subject property and that a Notice to Complete cannot be served on the Vendor or Vendor's solicitor before the expiring date of the 21 days; and/or

(b) In the event that the subject property is sold subject to vacant Possession and that there is currently a residential tenancy agreement annexed to the Contract, the Purchaser agrees and acknowledges the following.

a. At the Purchase's request, the agent of the Vendor's Solicitor will only give notice to the tenants after the expiry of the cooling off period and that the agreed amount of the deposit money has been paid to the agent or the Vendor's trust account.

b. The tenants will be given at least 35 days to vacate the subject property after the expiry of the cooling off period;

c. The Purchaser or the Purchaser Solicitor cannot serve the Vendor with a Notice to Complete on or before the expiry date of the Notice to the tenants.

(c) If the property is subject to any existing tenancies:

a. The vendor does not warrant that the tenant will continue to remain in the property;

b. if the leave has expired and the purchaser requires vacant possession, the purchaser must inform the vendor's solicitor in writing that he requires vacant possession within three (3) days after the date of the exchange of contract; and

c. The purchaser cannot make any claim, objection, requisition, rescind or terminate the contract, or delay completion if the vendor is unable to provide the purchaser with vacant possession on completion as stipulated in this contract of sale.

### **Caveat**

26. The purchaser acknowledges and agrees that it is not entitled to lodge a caveat on the Land or any part thereof notwithstanding it becoming a party to this contract. This is an essential term

of this contract. Any breach of this condition will entitle the vendor to terminate this contract immediately and provision of the printed condition shall apply.

**Swimming Pool: if applicable**

27. The Vendor discloses and the Purchaser acknowledge that the enclosures for the swimming pool on the property may not comply with the Swimming Pools Act ("the Act") and to that extent may constitute a matter which could justify the making of an upgrading or demolition order. The Purchaser should not be entitled to raise any objection requisition or claim for compensation by reason of such non-compliance. Notwithstanding any other provision contained in this Contract or at any time before completion issues a work order ("the Council") either before the date of this contract or at any time before enclosures ( or lack thereof ) whether or not such work order has any force in law or not, then to comply with the work order or do any work whatsoever in relation to the swimming pool and subject to completion the Purchases should comply with the work order and shall carry out any work required by the Council in relation thereto and shall indemnify and keep indemnified the Vendor in respect thereof.

**Land tax certificate**

28.

a. The Vendor will serve a current Land tax Certificate on the purchaser at least 14 days prior to settlement.

b. Should the vendor fail to serve a current Land tax Certificate on the purchaser within this time frame, the purchaser does not have to complete earlier than 14 days after service of the certificate;

c. The purchaser agrees to pay the cost for the section 47 Land tax Certificate.

**Corporation as Purchaser**

29. If the purchaser ( and, if comprising more than one person, any one or more of them ) is a company, and in consideration of the vendor entering into this contract with the purchaser, it is an essential clause of this contract that the directors of the purchaser-----and punctual performance and observance by the purchaser of its obligation under this contract and indemnify and must keep indemnified the vendor against all loses, damages, liabilities, costs and expenses accruing to the vendor, resulting or arising from any failure by the purchases to perform 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 obligation arising under this clause. This guarantee and indemnity is deemed to constitute a principal obligation between the Guarantor and the vendor.

Signed sealed and delivered by the Guarantor in the presence of:

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Signature of witness

-----

Signature of guarantor

-----

Name of witness

Signed sealed and delivered by the Guarantor in the presence of:

-----

-----

Signature of witness

Signature of guarantor

-----

Name of witness

**Trust Account when there is no intervention of a real estate agent**

30. We do not hold a trust account. If there is no agent involved, the purchasers' legal firm is to hold money in escrow either in their trust account and if there is no trust account, the cheque is to be kept on file ( with the purchasers' legal firm until settlement).

**Early possession/ Early Access**

31. All negotiations must be done via the real estate agent. Buyer's conveyancer must undertake all responsibilities if anything goes wrong with regards to early access or early possession. Any request to amend or delete this special condition will not be entertained.

**Price negotiations are the domain of real estate salespeople**

32. We, as conveyancers do not negotiate or facilitate the sales price. Please get your client/s to negotiate anything regarding price with the sales agent or the vendor/s directly (if there is no agent). We do not entertain any price negotiations or haggling.

**33. Updated Section 10.7(2) Certificate**

The Vendor discloses that the section 10.7(2) certificate is issued within 3 months from the contract date. The Purchaser agrees and accepts to enter into this contract with the attached certificate. The Vendor will provide an updated section 10.7(2) certificate to the purchaser within 2 weeks of the contract date.



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**1. Conditions of sale of land by auction**

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- (a) The Bidders' record means the bidders' record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2014 and section 68 of the Property and Stock Agents Act 2002.
- (b) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.
- (c) A bid for the vendor cannot be made unless the auctioneer has, before the start of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
- (d) The highest bidder is the purchaser, subject to any reserve price.
- (e) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- (f) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
- (g) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- (h) A bid cannot be made or accepted after the fall of the hammer.
- (i) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement for sale.

In addition to the conditions above the following conditions apply to the sale by auction of residential property or rural land:

- (j) All bidders must be registered in the bidders' record and display an identifying number when making a bid.
- (k) The auctioneer may make only one vendor bid at an auction of residential property or rural land.
- (l) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller.

In addition to the conditions set out above the following conditions apply to the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator

- (m) More than one vendor bid may be made to purchase the interest of a co-owner.
  - (n) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
  - (o) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
-

- 
- (p) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
-



## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

---

### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?  
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.  
(c) Please specify any existing breaches.  
(d) All rent should be paid up to or beyond the date of completion.  
(e) Please provide details of any bond together with the Rental Bond Board's reference number.  
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*).
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:  
(a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?  
(b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

10. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:  
(a) to what year has a return been made?  
(b) what is the taxable value of the property for land tax purposes for the current year?

### Survey and building

12. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
13. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
14. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?  
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?  
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.  
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.  
(e) In respect of any residential building work carried out in the last 7 years:  
(i) please identify the building work carried out;  
(ii) when was the building work completed?  
(iii) please state the builder's name and licence number;  
(iv) please provide details of insurance under the *Home Building Act 1989*.
15. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
16. If a swimming pool is included in the property:  
(a) when did construction of the swimming pool commence?  
(b) Is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?  
(c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.  
(d) are there any outstanding notices or orders?



17. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Affectations**

18. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
19. Is the vendor aware of:
  - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the property?
20. Has the vendor any notice or knowledge that the property is affected by the following:
  - (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the property?
  - (f) any contamination?
21. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?
- (c) Do any service connections for any other property pass through the property?
22. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

**Capacity**

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

**Requisitions and transfer**

24. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
25. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
26. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
27. The purchaser reserves the right to make further requisitions prior to completion.
28. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



REPLIES TO REQUISITIONS ON TITLE HEREIN

Vendor:  
Purchaser:  
Property:  
Dated:

---

Possession and tenancies

1. Noted
2. Vendor is not aware
3. (a) – (f) Vendor relies on Contract
4. N/A
5. (a) – (b) N/A

Title

6. Noted
7. Noted
8. By appointment at Vendor's Mortgagee's office
9. No

Adjustments

10. Noted
11. No
- 11 (a) – (b) Purchaser to apply for S.47 Certificate.

Survey and building

12. Vendor does not hold survey.
13. Vendor does not hold survey.
14. (a) Yes, as far as the Vendor is aware, but purchaser should make his/her own enquiries.
14. (b) No, as far as the Vendor is aware
14. (c) No.
14. (d) No.
14. (e) (i)-(iv) N/A.
15. Vendor is not aware
16. (a) – (d) NA
17. (a) Presumably jointly owned with adjoining properties
17. (b) No
17. (c) N/A
17. (d) Vendor is not aware.
17. (e) No

Affectations

18. Vendor is not aware
19. (a) –(c) Vendor is not aware.
20. (a) – (f) Vendor relies on Contract
21. (a) – (c) Vendor relies on Contract. Purchaser should make own enquiries regarding electricity, gas and telephone services.
22. Vendor is not aware

Capacity

23. Noted

Requisition and transfer

24. Noted
25. Noted
26. Noted
27. Noted
28. No.



FOLIO: 7005/882823

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SEARCH DATE	TIME	EDITION NO	DATE
20/11/2023	12:28 PM	10	9/9/2018

LAND

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LOT 7005 IN DEPOSITED PLAN 882823  
AT SHELLHARBOUR  
LOCAL GOVERNMENT AREA SHELLHARBOUR  
PARISH OF TERRAGONG COUNTY OF CAMDEN  
TITLE DIAGRAM DP882823

FIRST SCHEDULE

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LOC THO NGUYEN (T AM350943)

SECOND SCHEDULE (7 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP825735 EASEMENT TO DRAIN WATER 1 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP876021 EASEMENT TO DRAIN WATER 1.5 WIDE (NO.1) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP876021 RESTRICTION(S) ON THE USE OF LAND
- 5 DP882823 RESTRICTION(S) ON THE USE OF LAND
- 6 AM350944 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- \* 7 AN229930 CAVEAT BY NEW SOUTH WALES CRIME COMMISSION

NOTATIONS

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UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*





PLAN FORM 3

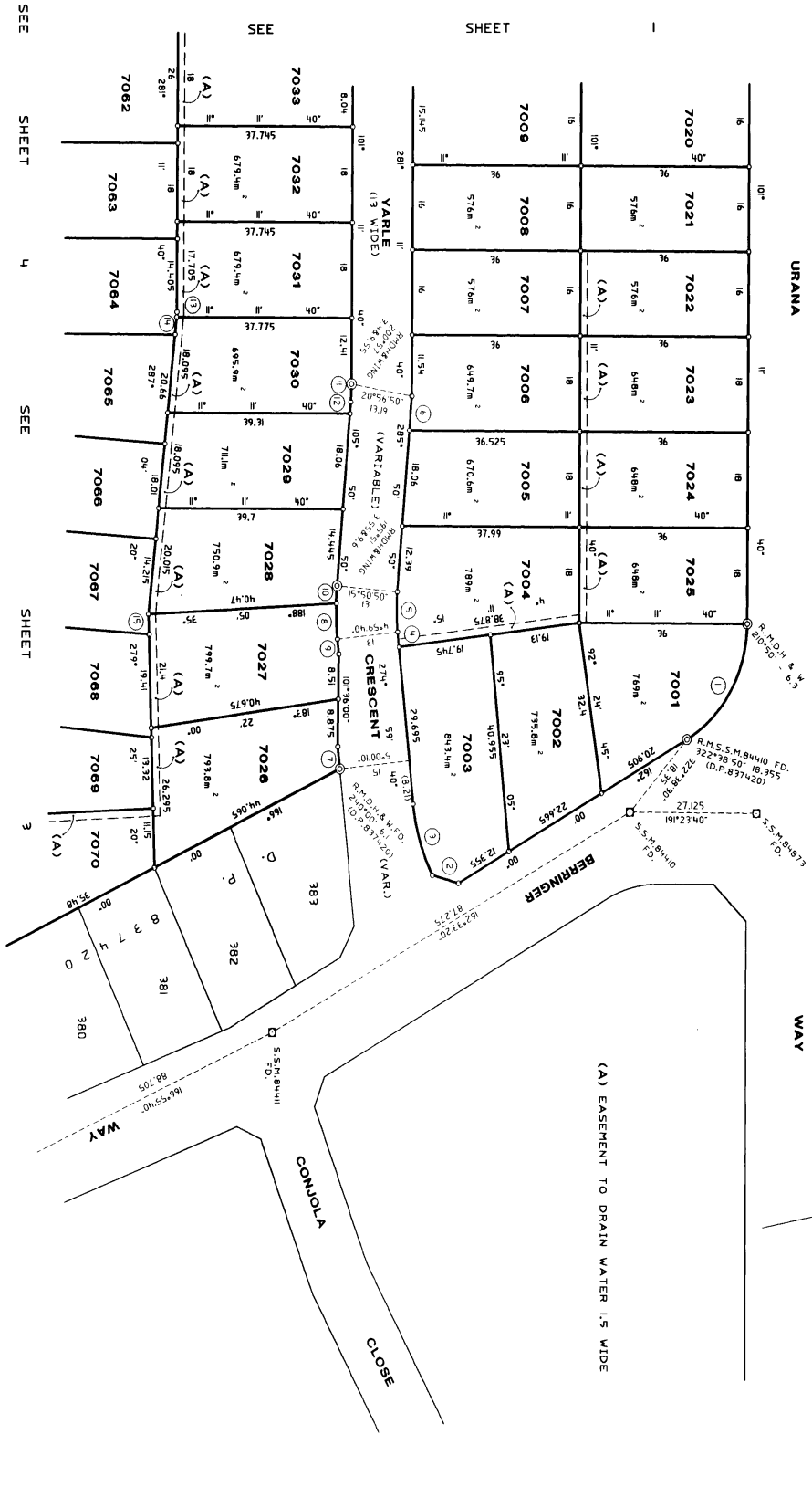
To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

1:5 G.

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	191°55'55"	25.305	26.537	9	94°59'40"	2.845	3.225	5.3
2	205°49'10"	5.77	14.015	10	104°03'00"	3.125	3.41	4.2
3	284°53'30"	14.015	14.1	11	105°45'00"	2.18	2.48	4.2
4	274°54'40"	2.845	14.015	12	105°45'00"	2.18	2.48	4.2
5	284°53'30"	14.015	14.1	13	105°45'00"	2.18	2.48	4.2
6	284°53'30"	14.015	14.1	14	107°00'20"	3.615	3.815	4.2
7	95°00'00"	4.215	4.215	15	94°25'20"	3.815	3.815	4.2
8	95°31'25"	6.71	6.715					



SEE SHEET 3 SEE SHEET 4 SEE SHEET 5

Plan Drawing only to appear in this space

DP 882823

Registered: 7-1-1999

Surveyor registered under the Surveyors Act 1929  
 This is sheet 2 of my plan with sheets dated  
 G Frank  
 Surveyor's Reference No. 281/98  
 sheets covered by my Certificate No. 22-12-1998

General Manager / authorized person  
 For use when stated is insufficient in any plan on Plan Form 2

Reduction Ratio 1:600  
 SURVEYOR'S REFERENCE 21057-S2



To be used in conjunction with Plan Form 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



(A) EASEMENT TO DRAIN WATER 1.5 WIDE  
 (B) EASEMENT TO DRAIN WATER 1.5 WIDE VIDE D.P.876021 (NO 2)

Plan Drawing only to appear in this space

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	287°00'00"	0.296		
2	007°00'00"	3.645	1.82	66.5
3	288°04'00"	1.82	9.225	66.5
4	288°04'00"	3.815	5.33	53.5
5	99°25'20"	5.33	5.33	53.5
6	287°52'20"	5.33	5.33	53.5
7	287°04'20"	5.179	5.179	53.5
8	182°40'35"	4.27	4.27	53.5
9	107°17'15"	2.39	2.395	66.5
10	106°01'50"	4.235	4.235	66.5
11	108°43'10"	1.885	1.885	53.5
12	108°42'05"	6.995		
13	104°56'35"	6.995	7	53.5

DP 882823  
 Registered: 1/1/1999  
 This is sheet 3 of my plan 882823  
 Surveyor/Registered under the Surveyors Act 1929  
 S.F. [Signature]  
 This is sheet 3 of the plan of 882823  
 sheets covered by my Certificate No. 281/98  
 of 25/12/1998

General Enquirer / authorized person  
 For use where space is insufficient in any panel on Plan Form 2

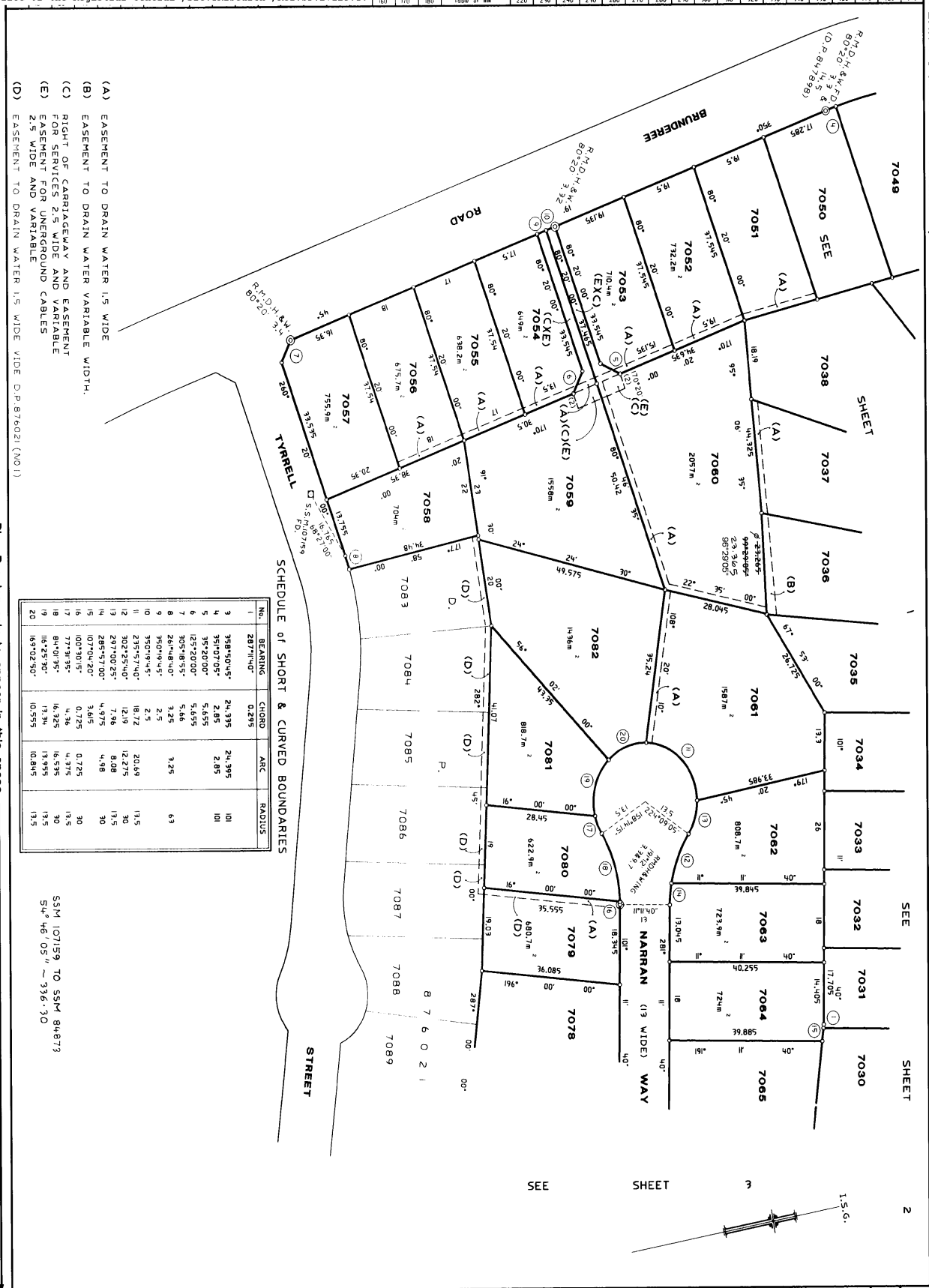
Reduction Ratio 1:600  
 SURVEYOR'S REFERENCE 21057-52

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

OFFICE USE ONLY



SCHEDULE OF SHORT & CURVED BOUNDARIES

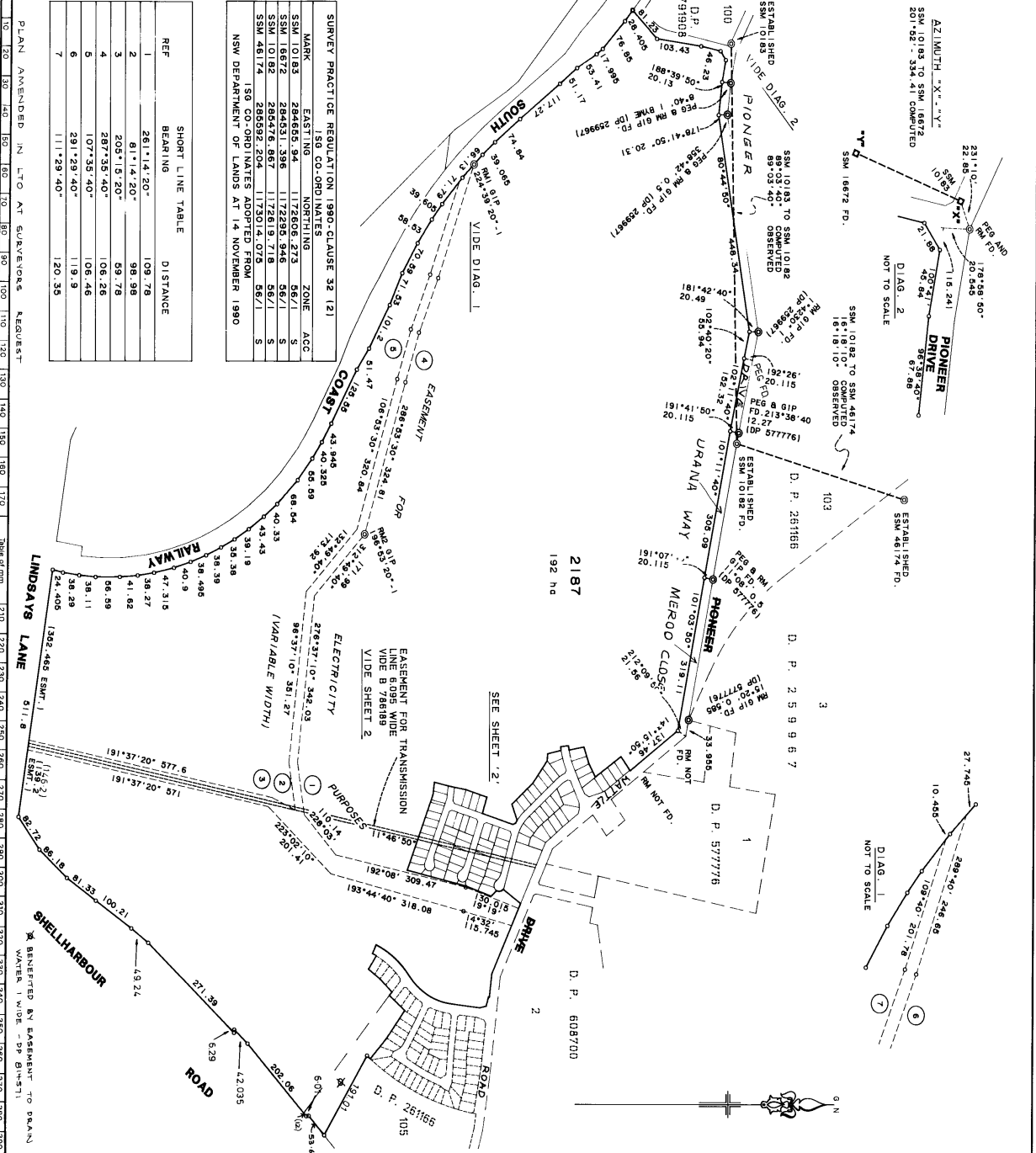
No.	BEARING	CHORD	ARC	RADIUS
1	287°14'00"	0.295		
2	164°02'50"	10.845	13.5	
3	398°45'05"	24.395	24.395	101
4	351°07'05"	2.85	2.85	101
5	35°20'00"	5.655	5.655	
6	125°20'00"	5.655	5.655	
7	305°18'55"	5.66	5.66	
8	261°48'00"	3.25	3.25	63
9	350°19'45"	2.5	2.5	
10	350°19'45"	2.5	2.5	
11	235°57'40"	18.72	20.89	13.5
12	302°25'40"	12.19	12.275	30
13	297°00'25"	4.78	8.08	13.5
14	285°51'00"	3.65	4.18	30
15	107°54'25"	0.725	0.725	30
16	107°54'25"	0.725	0.725	30
17	377°31'35"	4.36	4.375	13.5
18	84°01'35"	6.325	6.535	30
19	164°25'30"	13.34	13.955	13.5
20	164°02'50"	10.845	13.5	

SSM 107159 TO SSM 84873  
 S4°46'05" ~ 336.30

Reduction Ratio 1:500  
 SURVEYOR'S REFERENCE 21057-S2

SIGNATURE, SEAL AND STATEMENTS of intention to dedicate easements, restrictions on the use of land or other rights, conditions and covenants for the SHELLHARBOUR YARD ES, LAND AND HOUSING CORPORATION WHO HEREBY DECLARES THAT HE HAS NO NOTICE IN THE PRESENCE OF

Council Clerk's Certificate  
 I hereby certify that:  
 (a) the requirements for the registration of a plan under the Land and Water Supply Act 1957 have been complied with by the applicant in relation to the proposed 'new road' 'subdivision' or 'consolidation' of land within the boundaries of the Council.  
 (b) the requirements for the registration of a plan under the Land and Water Supply Act 1957 have been complied with by the applicant in relation to the proposed 'new road' 'subdivision' or 'consolidation' of land within the boundaries of the Council.  
 Date: 20/05/1995  
 Signature: [Signature]  
 Council Clerk



REF	SHORT LINE TABLE	BEARING	DISTANCE
1	281°14'20"	108.78	
2	81°14'20"	95.98	
3	203°15'20"	59.78	
4	287°35'40"	108.26	
5	107°35'40"	108.46	
6	291°29'40"	38.39	
7	111°29'40"	120.35	

MARK	EASING	NORTHING	ZONE	ACC
SSM 10183	284451.386	1172292.648	S	
SSM 16872	284451.386	1172292.648	S	
SSM 10182	285592.204	1173014.079	S	
SSM 48174	285592.204	1173014.079	S	

NSW DEPARTMENT OF LANDS AT 14 NOVEMBER 1990

PLAN AMENDED IN LTO AT SURVEYORS REQUEST

WARNING: CREASING ON FOLDING WILL LEAD TO REFLECTION

Plan Drawing only to appear in this space

OFFICE USE ONLY

D P 825735

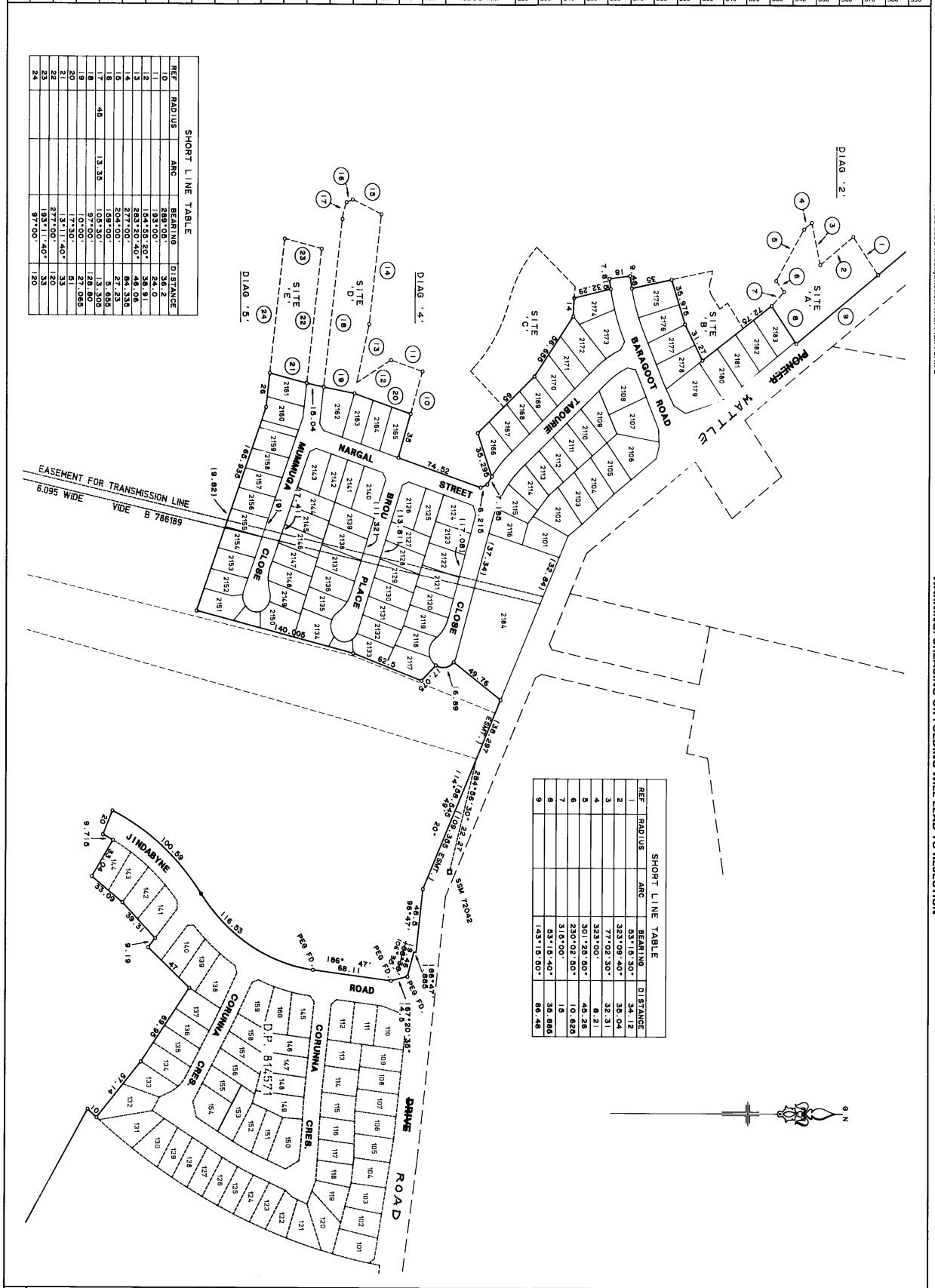
Registered: 22-10-1992  
 CA: TORRENS  
 Title System: TORRENS  
 Purpose: SUBDIVISION  
 Ref. Map: W8270-4-18-53-8Z  
 Last Plan: D P 814571

OF SUBDIVISION OF LOT 161 DP 814571

Lengths are in metres. Reduction Ratio 1:5000  
 Muni./Shire: SHELLHARBOUR  
 City: SHELLHARBOUR  
 Locality: SHELLHARBOUR  
 Parish: TERRAGONG  
 Country: CAMDEN

This is sheet 1 of my plan in 4 sheets.  
 (Leave in if applicable)  
 L. GEORGEY JOHN, BOWLER  
 of WALLUS & MOORE, PTY. LIMITED  
 a 363 BT ST SYDNEY, NSW 2000  
 is the person by whom the survey was conducted  
 and he hereby certifies that the survey was conducted  
 in accordance with the provisions of the Survey Act  
 1957 and the Survey Regulations 1957  
 and that the plan is a true and correct copy of the  
 original survey plan as deposited with the Registrar  
 General of Land and Water Supply at Sydney.  
 D.P. 825735 BEING 352  
 Surveyors Registered under Surveyors Act, 1957 as amended  
 under the name of [Name]  
 Surveyors Registered under Surveyors Act, 1957 as amended  
 under the name of [Name]

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create restrictions on the use of land or positive covenants.  
 PURSUANT TO SEC. 41 OF THE PUBLIC WORKS ACT 1914 IT IS INTENDED TO PROCLAIM AS PUBLIC HIGHWAY:  
 ROAD WIDENING, BARABOOR ROAD,  
 SHELLHARBOUR, SHELLHARBOUR SHIRE COUNCIL DISTRICT.  
 IT IS INTENDED TO CREATE PURSUANT TO SEC. 88B CONVEYANCING ACT 1919:  
 1. EASEMENT TO DRAIN WATER 1 WIDE  
 2. EASEMENT TO DRAIN WATER 1 WIDE  
 3. EASEMENT TO DRAIN WATER 1 WIDE  
 4. EASEMENT TO DRAIN WATER 1 WIDE  
 5. EASEMENT TO DRAIN WATER 1 WIDE  
 6. EASEMENT TO DRAIN WATER 1 WIDE  
 7. EASEMENT FOR ELECTRICITY PURPOSES  
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 97. EASEMENT FOR ELECTRICITY PURPOSES  
 98. EASEMENT FOR ELECTRICITY PURPOSES  
 99. EASEMENT FOR ELECTRICITY PURPOSES  
 100. EASEMENT FOR ELECTRICITY PURPOSES



SHORT LINE TABLE

REF	ROAD USE	ARC	BEARING	DISTANCE
1.1		193.00°	24.0	
1.2		154.55.20°	38.91	
1.3		293.20.40°	48.98	
1.4		504.00°	27.23	
1.5		109.00°	6.658	
1.6		109.30°	13.308	
1.7		109.30°	13.308	
1.8		109.00°	27.23	
1.9		17.30°	51	
2.0		17.30°	51	
2.1		131.40°	33	
2.2		272.00°	120	
2.3		272.00°	120	
2.4		97.00°	120	

SHORT LINE TABLE

REF	ROAD USE	ARC	BEARING	DISTANCE
2		83.18.30°	36.04	
3		323.09.40°	36.04	
4		77.02.30°	32.31	
5		323.00°	6.21	
6		301.20.50°	46.28	
7		230.02.50°	10.625	
8		315.00°	1.0	
9		43.15.40°	30.985	
9		143.15.50°	66.48	

To be used in conjunction with Plan Form 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Plan Drawing only to appear in this space

Surveyor's Reference: 210521/A

Reduction Ratio: 1: 2000

DP 825735

Registered: 22.10.1992

This is sheet 2 of my plan in 4 sheets

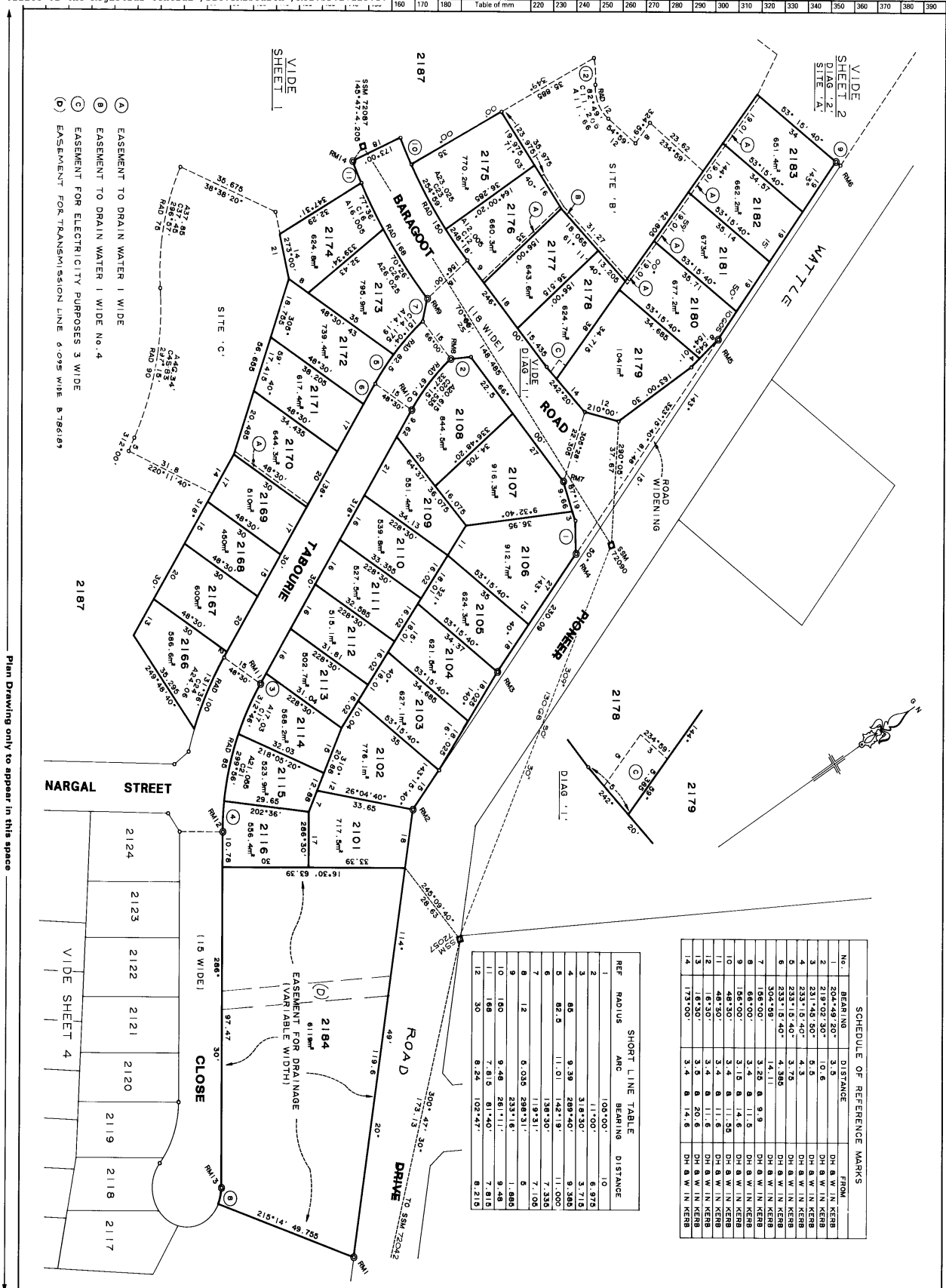
C. Bond

Surveyor registered under Surveyors Act 1929

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

Council Data

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



- (A) EASEMENT TO DRAIN WATER I WIDE
- (B) EASEMENT TO DRAIN WATER I WIDE No. 4
- (C) EASEMENT FOR ELECTRICITY PURPOSES 3 WIDE
- (D) EASEMENT FOR TRANSMISSION LINE 6.075 WIDE B 786189

Plan Drawing only to appear in this space

Reduction Ratio 1:800  
 SURVEYOR'S REFERENCE 210521/A  
 COS. 3

No.	BEARING	DISTANCE	FROM
1	204°48'20"	3.5	DH & W IN KERB
2	219°02'30"	10.6	DH & W IN KERB
3	231°48'50"	5.2	DH & W IN KERB
4	232°12'40"	4.3	DH & W IN KERB
5	232°12'40"	4.3	DH & W IN KERB
6	233°15'40"	4.385	DH & W IN KERB
7	195°00'	14.11	DH & W IN KERB
8	66°00'	3.25	DH & W IN KERB
9	156°00'	3.4	DH & W IN KERB
10	48°30'	3.4	DH & W IN KERB
11	16°30'	3.4	DH & W IN KERB
12	16°30'	3.5	DH & W IN KERB
13	16°30'	3.5	DH & W IN KERB
14	173°00'	3.4	DH & W IN KERB

REF	RADIUS	ARC	BEARING	DISTANCE
1	100.00'	100.00'	10	10
2	11.00'	11.00'	6.972	6.972
3	3.18'30"	3.18'30"	3.713	3.713
4	9.39	289'40"	9.383	9.383
5	92.5	11.01	142'19"	11.000
6	1.98'30"	1.98'30"	7.333	7.333
7	1.9'31"	1.9'31"	7.105	7.105
8	0.035	298'31"	6	6
9	233'16"	1.883	1.883	1.883
10	9.48	281'11"	9.48	9.48
11	188	7.815	81'40"	7.815
12	30	8.24	102'47"	8.215

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

DP 0825735

Registered: 21-0-1992

This is sheet 3 of my plan of 4 sheets

Surveyor registered under Surveyors Act 1928

This is a plan of the land of the Registrar-General of New South Wales

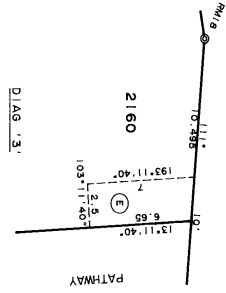
Council Clerk

This drawing is to be used in conjunction with any other plan Form 2 where applicable in any case on Plan

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



No.	BEARING	DISTANCE	FROM
12	16°30'	3.4	W IN KERB
13	16°30'	3.5	W IN KERB
14	287°30'	3.4	W IN KERB
15	17°30'	3.5	W IN KERB
16	18°00'	3.5	W IN KERB
17	287°30'	3.4	W IN KERB
18	17°30'	3.5	W IN KERB
19	18°00'	3.4	W IN KERB
20	201°10'	3.4	W IN KERB

REF	RADIUS	ARC	BEARING	DISTANCE
1	12	8.105	50°39'	8
2	30	2	142°48'	2
3	12	6.62	107°25'	14.54
4	4	0.78	70°47'	6.88
5	4	0.78	33°15'	6.73
6	12	1.625	282°53'	3.63
7	12	6.085	311°15'	6
8	12	13.48	81°32'	12.78
9	12	13.48	121°53'	11.635
10	30	7.012	130°50'	6.92
11	30	8.092	83°15'	6.938
12	30	11.305	280°22'	11.24
13	12	7.81	271°36'	7.675
14	12	11.425	317°32'	11
15	12	9.225	74°47'	9
16	12	3.01	103°59'	7.18
17	12	17.515	7°32'	16
18	12	14.23	18°47'	13.41
19	12	16.89	170°32'	16.53
20	100	7.18	123°39'	7.185
21	100	18.239	181°29'	6.216

- (A) EASEMENT TO DRAIN WATER 1 WIDE No 1
- (B) EASEMENT TO DRAIN WATER 1 WIDE No 2
- (C) EASEMENT TO DRAIN WATER 1 WIDE No 3
- (D) EASEMENT TO DRAIN WATER 1 WIDE
- (E) EASEMENT FOR ELECTRICITY PURPOSES 2.5 WIDE
- (F) EASEMENT FOR ELECTRICITY PURPOSES 5.94 WIDE

VIDE SHEET 1  
 DIAG. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30

VIDE SHEET 2  
 DIAG. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30

VIDE SHEET 3  
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VIDE SHEET 4  
 DIAG. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30

VIDE SHEET 5  
 DIAG. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30

VIDE SHEET 6  
 DIAG. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30

VIDE SHEET 7  
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VIDE SHEET 8  
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VIDE SHEET 9  
 DIAG. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30

VIDE SHEET 10  
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VIDE SHEET 11  
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VIDE SHEET 12  
 DIAG. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30

Plan Drawing only to appear in this space

Reduction Ratio 1: 800  
 SURVEYOR'S REFERENCE 210521/A  
 COS 3

DP 0825735 (E)

Registered: 22-10-1992

This is sheet 4 of my plan in 4 sheets

Surveyor registered under Surveyors Act 1929

This is sheet 4 of the plan of 210521/A

shades covered by my certificate No

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PLAN FORM 2

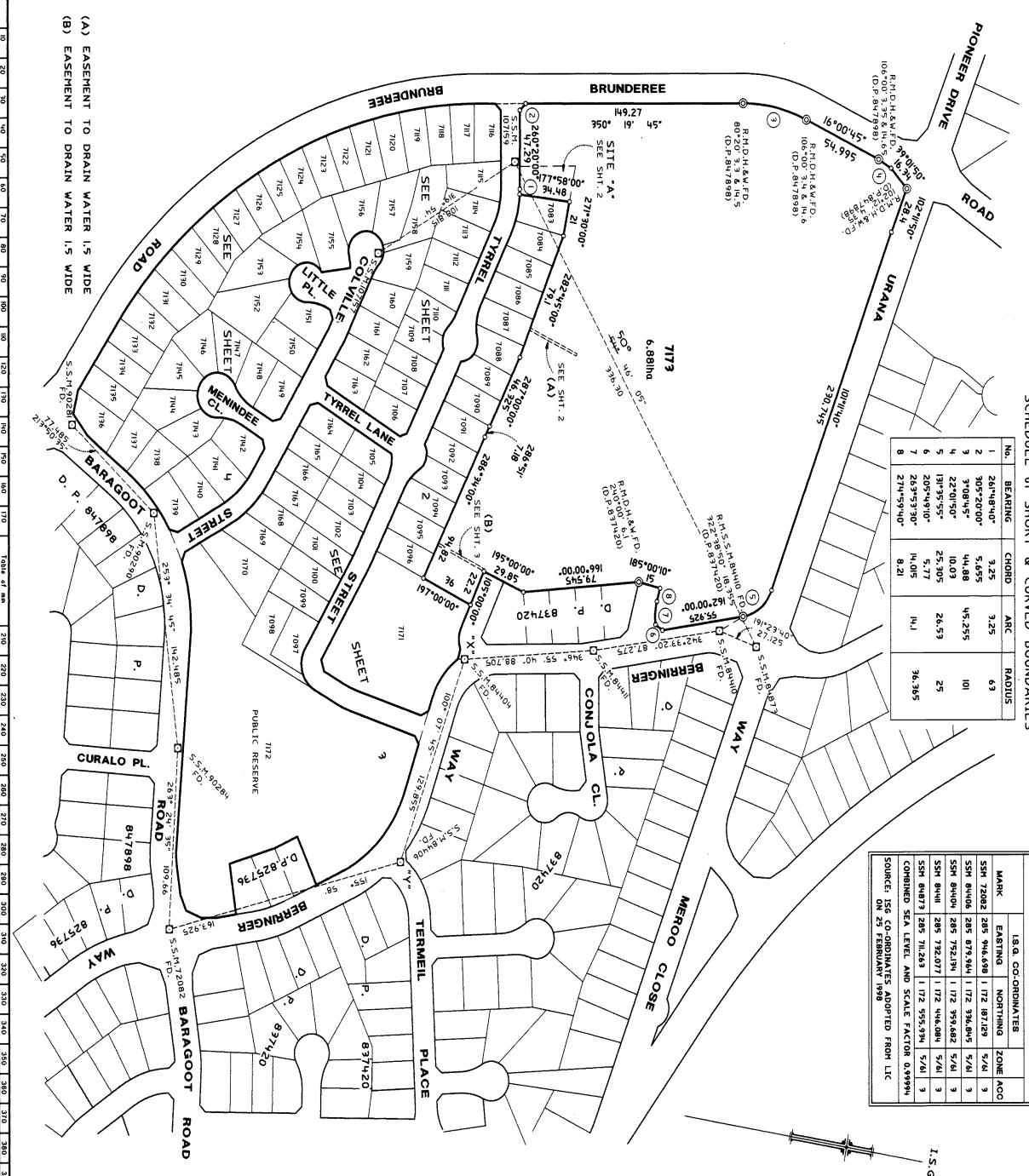
SIGNED BY ME HATHEM WHITE AS  
 DELEGATE OF THE NEW SOUTH WALES  
 LAND AND HEREBY CERTIFY THAT I HAVE NO  
 NOTICE OF THE REVOCATION OF SUCH  
 DELEGATION.

WHERE ANY LOT SHOWS HEREIN ABUTS  
 AN ADJACENT ROAD AND THE ROAD  
 TITLE EXTENDS ONLY TO THE  
 BOUNDARY OF THE STREAM OR ROAD  
 AND NOT TO THE MIDDLE LINE  
 THEREOF.

**Crown Lands Office Approval**  
 Land District: .....  
 Paper No.: .....  
 Field No.: .....  
**Council's Certificate**  
 I hereby certify, in pursuance of the requirements of the Local Government Act 1993 (other than Part 10) and the Local Government (Financial Management) Act 1993, that the requirements for the registration of a plan under the Local Government (Financial Management) Act 1993, Part 5, Division 7 of the Home Water Supply (Consolidation) Act 1991 have been complied with by the applicant in relation to the proposed 'new road', 'subdivision' or 'consolidation' of the land.  
 Date: .....  
 Signature: .....  
 General Manager / authorized person  
 Council File No.: .....  
 \* This part of the certificate is to be deleted when the application is only for a consolidation of or the opening of a new road or when the land is shown as being owned by the State Water Corporation Ltd and the Home Water Corporation Ltd.  
 1. Details of map/schedule  
**SURVEYOR'S REFERENCE: 21057-S1**

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CURVED	ARC	RADIUS
1	261°48'40"	9.25	9.25	6.3
2	305°20'00"	5.655	45.255	101
3	370°01'50"	10.03	26.59	25
4	22°01'50"	25.595	4.11	36.365
5	187°55'55"	5.717		
6	205°44'10"	14.005		
7	253°53'30"	14.005		
8	214°59'40"	8.21		



MARK	EASTING	NORTHING	ZONE AOC
SM 72082	285 946.698	172 887.82	5/61 3
SM 84006	285 979.594	172 396.495	5/61 3
SM 84004	285 792.291	172 596.682	5/61 3
SM 84041	285 792.077	172 596.682	5/61 3
SM 84873	285 716.263	172 595.926	5/61 3

COMBINED SEA LEVEL AND SCALE FACTOR 0.99994  
 SOURCE: ISE CO-ORDINATES ADAPTED FROM LIC ON 25 FEBRUARY 1998

OFFICE USE ONLY

DP 876021 (E) 31-3-1998

Registered: DP 876021 (E) 31-3-1998

Title System: TORRENS

Purpose: SUBDIVISION

Rel. Map: W8270-B

Last Plan: DP847898

PLAN OF SUBDIVISION OF LOT 678 D.P.847898

Lengths are in metres. Reduction Ratio 1:1800

LGA: SHELLHARBOUR

Shire/County: SHELLHARBOUR

Parish: TERRAGONG

County: CAMDEN

This is sheet 1 of my plan in 4 sheets  
 Date if applicable: .....

BRIAN JOHN FRANKLIN  
 L. WALLIS & HOOPER PTY. LIMITED  
 17/205 RILEY STREET, SYDNEY, NSW 2008  
 I hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Act 1981, and was completed on 25 FEBRUARY 1998.

The survey relates to LOTS 7083, 10, 7173.  
 Datum: Lev. "X" - "Y"  
 Zone: Southern/Oceanic (Signature) B. Franklyn  
 Survey registered under the Survey Act 1981  
 D.P.'s: 837420, 847898, 845173

Plans used in preparation of survey operation

PANEL FOR USE ONLY for statements of landowners, public reserves, easements, public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

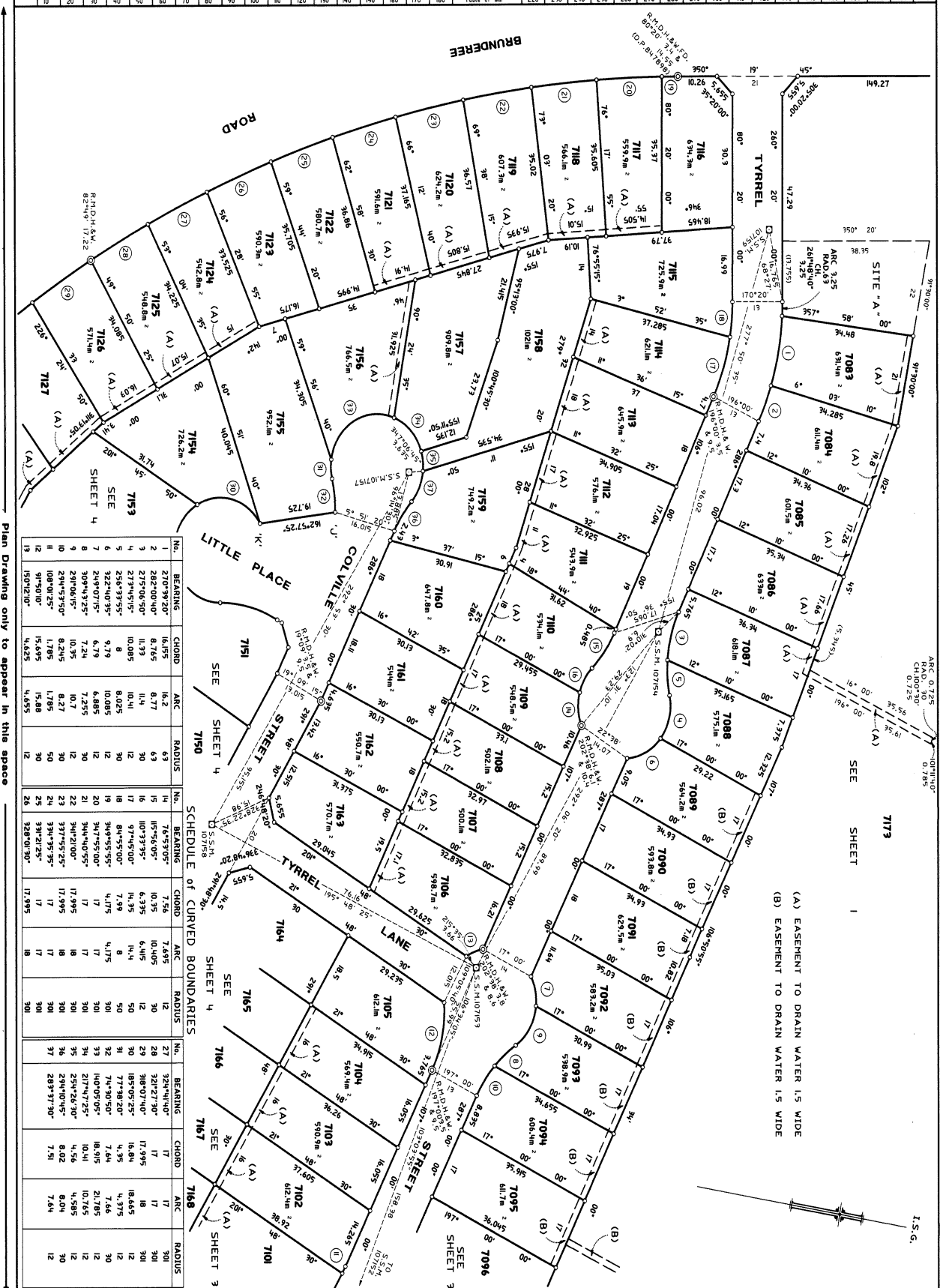
PURSUANT TO SEC. 81 OF THE PUBLIC WORKS ACT 1912 AND SEC. 173 OF THE LOCAL GOVERNMENT ACT 1993, IT IS INTENDED TO PROCLAIM THAT AS PUBLIC HIGHWAY:- TYRREL STREET, TITILE PLACE AND MENINDEE CLOSE

PURSUANT TO SEC. 15(2) OF THE HOUSING ACT 1976, IT IS INTENDED TO PROCLAIM AS PUBLIC RESERVE LOT 7172 TO SEC. 888 OF THE COMPANION ACT 1989 IT IS INTENDED TO CREATE:-  
 (1) EASEMENT TO DRAIN WATER 1.5 WIDE N.O.I.  
 (2) EASEMENT TO DRAIN WATER 1.5 WIDE N.O.Z  
 (3) EASEMENT FOR UNDERGROUND CABLES 4 WIDE  
 (4) RESTRICTION ON THE USE OF LAND  
 (5) RESTRICTION ON THE USE OF LAND

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

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	270°39'20"	16.155	16.2	63	14	178°57'05"	7.356	7.895	12	27	324°14'40"	17	17	300
2	282°00'00"	8.165	8.177	63	15	155°56'05"	10.355	10.405	12	28	324°21'30"	17	17	300
3	270°00'00"	16.155	16.2	63	16	107°33'50"	6.395	6.445	12	29	308°07'40"	17	17	300
4	273°15'15"	10.085	10.14	12	17	91°45'00"	4.455	4.4	12	30	307°38'50"	17	17	300
5	238°33'35"	8.025	8.025	30	18	304°55'55"	7.555	7.555	30	31	107°38'50"	17	17	300
6	234°07'15"	6.79	6.885	12	19	304°55'55"	4.175	4.175	12	32	107°38'50"	17	17	300
7	290°00'00"	16.155	16.2	63	20	304°40'05"	4.175	4.175	12	33	107°38'50"	17	17	300
8	294°33'30"	8.245	8.245	30	21	304°40'05"	17.995	17.995	300	34	271°47'25"	10.41	10.765	12
9	294°33'30"	8.245	8.245	30	22	304°40'05"	17.995	17.995	300	35	254°26'30"	4.56	4.595	12
10	108°00'25"	1.785	1.785	50	23	334°35'35"	17.995	17.995	300	36	294°10'45"	6.02	6.04	12
11	91°50'10"	15.695	15.695	300	24	334°35'35"	17.995	17.995	300	37	283°37'30"	7.51	7.64	12
12	150°12'10"	4.655	4.655	12	25	334°35'35"	17.995	17.995	300					
13	150°12'10"	4.655	4.655	12	26	328°00'30"	17.995	17.995	300					

SCHEDULE OF CURVED BOUNDARIES

Reduction Ratio: 600

SURVEYOR'S REFERENCE: 21057-S1

Registered DP 876021  
 31-3-1998

Surveyor registered under the Surveyors Act 1929  
 This is a plan of the land covered by my Certificate No. 51

General Manager / authorized person  
 For use where space is insufficient in any panel on Plan Form 2

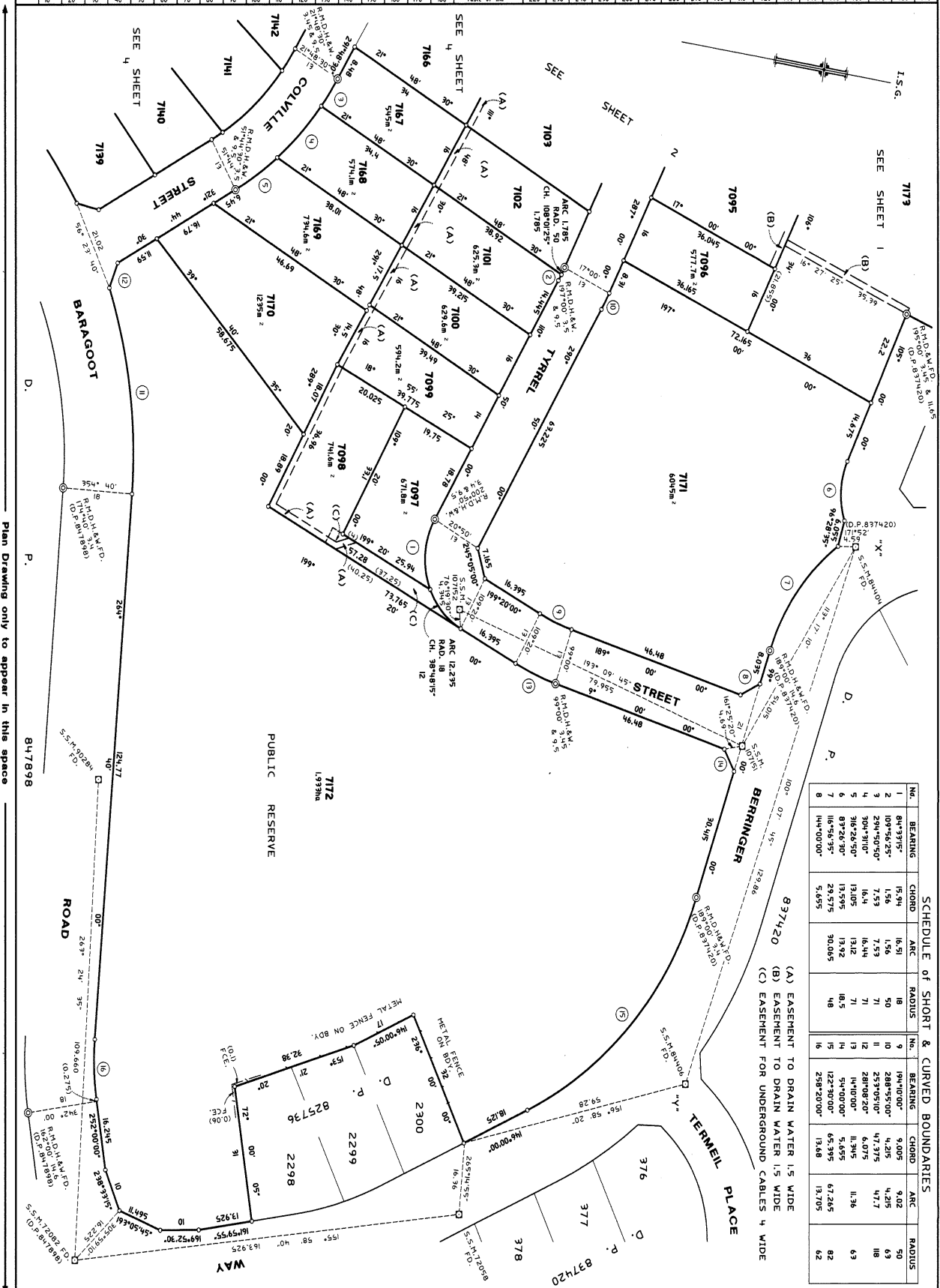
OFFICE USE ONLY



To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	84°39'15"	15.94	16.51	18	9	194°10'00"	9.005	9.02	50
2	109°56'25"	1.56	1.56	50	10	288°55'00"	4.205	4.215	63
3	294°50'50"	7.53	7.53	71	11	257°05'10"	4.7315	4.73	118
4	304°31'10"	16.4	16.44	71	12	281°08'20"	6.075	6.075	63
5	316°26'50"	13.005	13.02	71	13	144°10'00"	11.345	11.36	63
6	87°26'30"	13.595	13.92	145	14	54°00'00"	5.655	5.655	82
7	116°56'35"	29.575	30.005	148	15	122°30'00"	65.395	67.265	82
8	114°00'00"	5.655	5.655	148	16	258°20'00"	13.68	13.705	82

(A) EASEMENT TO DRAIN WATER 1.5 WIDE  
 (B) EASEMENT TO DRAIN WATER 1.5 WIDE  
 (C) EASEMENT FOR UNDERGROUND CABLES 4 WIDE

DP 876021

Registered: 31.3.1998

This is sheet 3 of my plan in 4 sheets dated

B. Frank

Surveyor registered under the Surveyors Act 1929

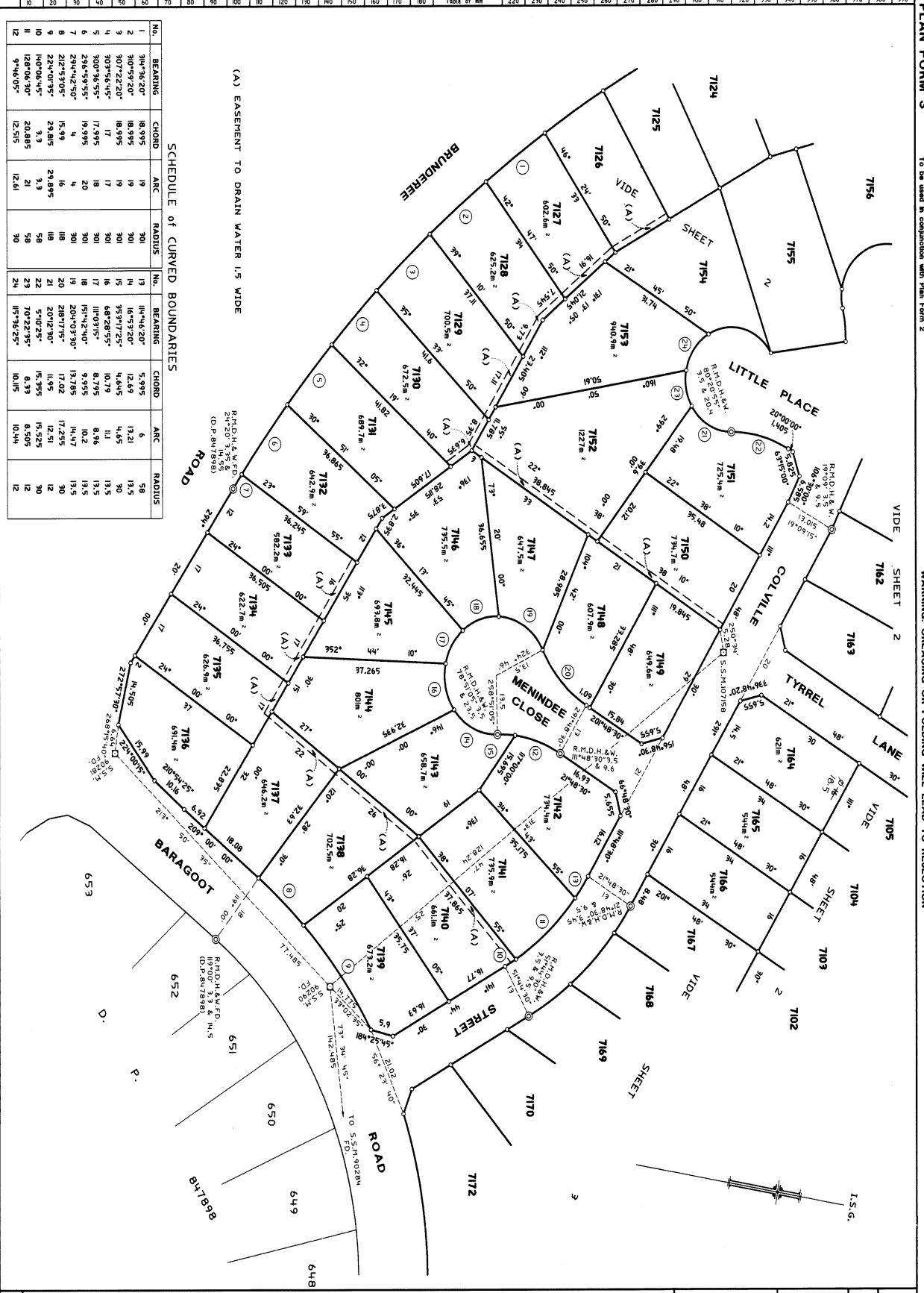
This is sheet of the plan of sheets covered by my Certificate No.

General Manager / authorized person

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

Reduction Ratio: 600

SURVEYOR'S REFERENCE: 21057-S1



(A) EASEMENT TO DRAIN WATER 1.5 WIDE

SCHEDULE of CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	314°36'20"	18.995	19	300	13	114°46'20"	5.995	6	58
2	307°22'20"	18.995	19	300	14	16°53'20"	12.69	13.5	13.5
3	307°22'20"	18.995	19	300	15	35°17'25"	4.645	4.65	30
4	303°56'45"	17	17	300	16	48°28'55"	10.79	13.5	13.5
5	300°36'55"	17.995	18	300	17	111°03'15"	8.795	8.96	13.5
6	298°59'55"	19.995	20	300	18	151°42'40"	9.995	10.2	13.5
7	294°42'50"	4	4	300	19	204°03'30"	13.785	14.47	13.5
8	224°53'05"	15.99	16	188	20	218°17'15"	17.02	12.51	30
9	224°00'35"	29.815	29.815	48	21	201°12'30"	11.95	12.51	30
10	128°06'30"	3.3	3.3	58	22	5°10'25"	15.395	6.33	30
11	128°06'30"	20.885	21	58	23	70°22'35"	8.505	8.505	30
12	9°46'05"	12.515	12.515	90	24	15°36'25"	10.14	12	12

Plan Drawing only to appear in this space

Reduction Ratio 1:600

REGISTRAR'S REFERENCE: 21057-51

DP 876021

Registered Plan 3131998

This is sheet 4 of my plan in 4 sheets dated

Surveyor Registered under the Surveyors Act 1929

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

General Manager / authorized person

For use where space is insufficient in any panel on Plan Form 3

AMENDMENT MADE IN LTO VIDE 4199/99 8.12.1999

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

Lengths are in metres

Page 1 of 6 Pages

Plan: **DP 882823**

Plan of Subdivision of  
Lot 7173 in DP876021  
Covered by Council's Certificate 28/98  
of **22-12-1998**

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PART 1

Full name and address of the  
Proprietor of the land

New South Wales Land and Housing  
Corporation  
Level 2, 1 Fitzwilliam Street  
Parramatta NSW 2150

---

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

Easement to Drain Water 1.5 Wide.

SCHEDULE OF LOTS AFFECTED

Lots Burdened

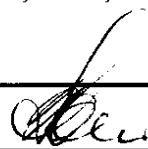
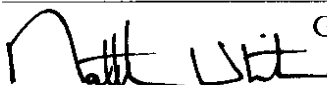
7004  
7022  
7023  
7024  
7025  
7026  
7027  
7028  
7029  
7030  
7031  
7032  
7033  
7037  
7051  
7052  
7053  
7054  
7055

Lots Benefited

7021, 7022, 7023, 7024, 7025  
7021  
7021, 7022  
7021, 7022, 7023  
7021, 7022, 7023, 7024  
7027, 7028, 7029, 7030, 7031, 7032, 7033, 7034  
7028, 7029, 7030, 7031, 7032, 7033, 7034  
7029, 7030, 7031, 7032, 7033, 7034  
7030, 7031, 7032, 7033, 7034  
7031, 7032, 7033, 7034  
7032, 7033, 7034  
7033, 7034  
7034  
7038  
7050  
7050, 7051  
7050, 7051, 7052, 7054, 7055, 7056, 7057  
7055, 7056, 7057  
7056, 7057

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Approved by the Council of Shellharbour

  
  
General Manager

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

Lengths are in metres

Page 2 of 6 Pages

Plan:

**DP 882823**

Plan of Subdivision of  
Lot 7173 in DP876021  
Covered by Council's Certificate 28/98  
of **22-12-1998**

PART 1

7056	7057	<i>SPW.</i>
<del>7059</del>	<del>7054, 7055, 7056, 7057</del>	
7060	7035, 7036, 7037, 7038, 7050, 7051, 7052, 7053, 7054, 7055, 7056, 7057, 7059	
7061	7035, 7036, 7037, 7038, 7050, 7051, 7052, 7053, 7054, 7055, 7056, 7057, 7059, 7060, 7082	
7070	7026, 7027, 7028, 7029, 7030, 7031, 7032, 7033, 7034	
7079	7058	

2. Identity of Easement secondly referred to in abovementioned plan. Easement to Drain Water Variable Width.

SCHEDULE OF LOTS AFFECTED

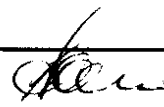

Lot Burdened	Lots Benefited
7036	7035, 7037, 7038

3. Identity of Easement thirdly referred to in abovementioned plan. Right of Carriageway and Easement for Services 2.5 Wide and Variable Width.

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Lots Benefited
7060	7059
7059	7060

Approved by the Council of Shellharbour

  
 General Manager

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

Lengths are in metres

Page 3 of 6 Pages

Plan: **DP 882823** Plan of Subdivision of  
Lot 7173 in DP876021  
Covered by Council's Certificate 28/98  
of **22-12-1998**

PART 1

4. Identity of Restriction fourthly referred to in abovementioned plan. Restriction on the Use of Land.

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Authority Benefited
Each lot	New South Wales Land and Housing Corporation

5. Identity of Restriction fifthly referred to in abovementioned plan. Restriction on the Use of Land.

SCHEDULE OF LOTS AFFECTED

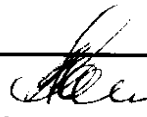
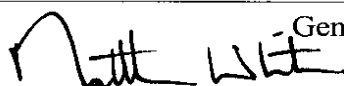
Lot Burdened	Authority Benefited
7044	The Council of Shellharbour

6. Identity of Easement sixthly referred to in abovementioned plan. Easement for Underground Cables 2.5 Wide and Variable Width.

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Authority Benefited
7059, 7060	Integral Energy Australia

Approved by the Council of Shellharbour

  
General Manager  


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

Lengths are in metres

Page 4 of 6 Pages

Plan: **DP 882823** Plan of Subdivision of  
Lot 7173 in DP876021  
Covered by Council's Certificate 28/98  
Of **22-12-1998**

PART 2

4. TERMS OF RESTRICTION ON THE USE OF LAND FOURTHLY REFERRED TO IN THE  
ABOVENTIONED PLAN.

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

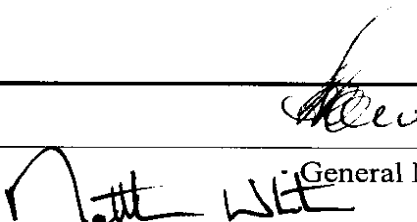
5. TERMS OF RESTRICTION ON THE USE OF LAND FIFTHLY REFERRED TO IN THE  
ABOVENTIONED PLAN.

Vehicular access to Brunderee Road across boundary 'J' to 'K' to 'L' is denied to the lot hereby burdened.

6. TERMS OF EASEMENT FOR UNDERGROUND CABLES 2.5 WIDE AND VARIABLE WIDTH.

Vide Memorandum 3021851.

Approved by the Council of Shellharbour

  
General Manager

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

Lengths are in metres

Page 5 of 6 Pages

Plan: **DP 882823**

Plan of Subdivision of  
Lot 7173 in DP876021  
Covered by Council's Certificate 28/98  
Of **22-12-1998**

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PART 2

NAME OF BODY EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENT TO DRAIN  
WATER 1.5 WIDE FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN, EASEMENT  
TO DRAIN WATER VARIABLE WIDTH SECONLDY REFERRED TO IN THE  
ABOVEMENTIONED PLAN, THE RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES  
2.5 WIDE AND VARIABLE WIDTH THIRDLY REFERRED TO IN THE ABOVEMENTIONED  
PLAN AND THE RESTRICTION ON THE USE OF LAND FIFTHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN.

The Council of Shellharbour.

---

NAME OF BODY EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTION ON THE  
USE OF LAND FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The New South Wales Land and Housing Corporation.

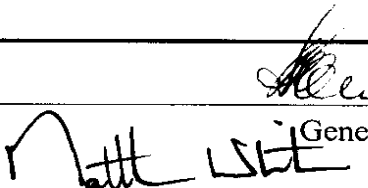
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NAME OF BODY EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENT FOR  
UNDERGROUND CABLES 2.5 WIDE AND VARIABLE WIDTH SIXTHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN.

Integral Energy Australia.

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Approved by the Council of Shellharbour

  
General Manager

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

Lengths are in metres

Page 6 of 6 Pages

Plan: **DP. 882 823**

Plan of Subdivision of  
Lot 7173 in DP876021  
Covered by Council's Certificate 28/98  
Of **22-12-1998**


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PART 2

Signed by me MATTHEW KENNETH WHITE  
as DELEGATE of New South Wales  
Land & Housing Corporation  
and I hereby declare that I have no  
Notice of revocation of the delegation,  
in the presence of:

*Matthew White*

*[Signature]*

REGISTERED  7-1-1999

---

Approved by the Council of Shellharbour

*[Signature]*  
General Manager



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

Lengths are in Metres.

(Sheet 1 of 6 Sheets)

PART 1.

Plan: DP825735

Plan of Subdivision of  
Lot 161 in DP.814571

Full name and address of  
proprietor of the land.

Land and Housing Corporation  
23 - 31 Moore Street  
Liverpool NSW 2170

1. Identity of Easement firstly referred to in abovementioned plan. Easement to Drain Water 1 Wide No.1

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

2187  
2133  
2132  
2131  
2130  
2129  
2128  
2127  
2125

Lots Benefited.

2126, 2125, 2127, 2128, 2129, 2130,  
2131, 2132, 2133  
2125, 2126, 2127, 2128, 2129, 2130,  
2131, 2132  
2125, 2126, 2127, 2128, 2129, 2130,  
2131  
2125, 2126, 2127, 2128, 2129, 2130  
2125, 2126, 2127, 2128, 2129  
2125, 2126, 2127, 2128  
2125, 2126, 2127  
2125, 2126  
2126

2. Identity of Easement secondly referred to in abovementioned plan. Easement to Drain Water 1 Wide No.2

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

2187  
2150  
2149  
2148  
2147  
2146  
2145  
2144  
2142

Lots Benefited.

2141, 2142, 2143, 2144, 2145, 2146,  
2147, 2148, 2149, 2150  
2141, 2142, 2143, 2144, 2145, 2146,  
2147, 2148, 2149  
2141, 2142, 2143, 2144, 2145, 2146,  
2147, 2148  
2141, 2142, 2143, 2144, 2145, 2146,  
2147  
2141, 2142, 2143, 2144, 2145, 2146  
2141, 2142, 2143, 2144, 2145  
2141, 2142, 2143, 2144  
2141, 2142, 2143  
2141, 2143

REGISTERED  22-10-1992

*RJ*

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

Lengths are in Metres.

(Sheet 2 of 6 Sheets)

PART 1.

Plan: **825735**

Plan of Subdivision of  
Lot 161 in DP.814571

3. Identity of Easement  
thirdly referred to  
in abovementioned plan. Easement to Drain Water 1 Wide No.3

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.	Lots Benefited.
2187	2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161,
2151	2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, Part Lot 2187 designated Site " E "
2152	2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, Part Lot 2187 designated Site " E "
2153	2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, Part Lot 2187 designated Site " E "
2154	2155, 2156, 2157, 2158, 2159, 2160, 2161, Part Lot 2187 designated Site " E "
2155	2156, 2157, 2158, 2159, 2160, 2161, Part Lot 2187 designated Site " E "
2156	2157, 2158, 2159, 2160, 2161, Part Lot 2187 designated Site " E "
2157	2158, 2159, 2160, 2161, Part Lot 2187 designated Site " E "
2158	2159, 2160, 2161, Part Lot 2187 designated Site " E "
2159	2160, 2161, Part Lot 2187 designated Site " E "
2160	2161, Part Lot 2187 designated Site " E "
2161	Part Lot 2187 designated Site " E "

4. Identity of Easement  
fourthly referred to  
in abovementioned plan. Easement to Drain Water 1 Wide No.4

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.	Lots Benefited.
2187	2180, 2181, 2182, 2183



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

Lengths are in Metres.

(Sheet 3 of 6 Sheets)

PART 1.

Plan: 825735

Plan of Subdivision of  
Lot 161 in DP.814571

5. Identity of Easement  
fifthly referred to  
in abovementioned plan. Easement to Drain Water 1 Wide

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

2165  
2170  
2176

2180

2181

2182

2183

Lots Benefited.

Part Lot 2187 designated Site " D "  
Part Lot 2187 designated Site " C "  
2180, 2181, 2182, 2183,  
Part Lot 2187 designated Site " A "  
Part Lot 2187 designated Site " B "  
2181, 2182, 2183,  
Part Lot 2187 designated Site " A "  
2182, 2183,  
Part Lot 2187 designated Site " A "  
2183,  
Part Lot 2187 designated Site " A "  
Part Lot 2187 designated Site " A "

6. Identity of Easement  
sixthly referred to  
in abovementioned plan. Easement for Drainage Variable Width

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

2184

Authority Benefited.

The Council of The Municipality of  
Shellharbour

7. Identity of Easement  
seventhly referred to  
in abovementioned plan. Easement for Electricity Purposes 3  
Wide.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

2178

Authority Benefited.

Illawarra County Council

8. Identity of Easement  
eighthly referred to  
in abovementioned plan. Easement for Electricity Purposes 2.5  
Wide.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

2160

Authority Benefited.

Illawarra County Council



SH

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

Lengths are in Metres.

(Sheet 4 of 6 Sheets)

PART 1.

Plan: 825735

Plan of Subdivision of  
Lot 161 in DP.814571

9. Identity of Easement  
ninthly referred to  
in abovementioned plan.

Easement for Electricity Purposes 5.94  
Wide.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

Authority Benefited.

Pathway

Illawarra County Council

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

Easement for Electricity Purposes  
Variable Width.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

Authority Benefited.

2187

Illawarra County Council

11. Identity of Restriction  
eleventhly referred to  
in abovementioned plan.

Restriction on Use.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

Lots Benefited.

Each lot except  
Lots 2185, 2186, 2187

Every other lot except  
Lots 2185, 2186, 2187

REGISTERED  72-10-1992

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

Lengths are in Metres.

(Sheet 5 of 6 Sheets)

PART 2.

Plan: 825735

Plan of Subdivision of  
Lot 161 in DP.814571

7,8, TERMS OF EASEMENT FOR ELECTRICITY PURPOSES 3.0 WIDE SEVENTHLY,  
9,10. 2.5 WIDE EIGHTHLY, 5.94 WIDE NINTHLY AND VARIABLE WIDTH TENTHLY  
REFERRED TO IN THE ABOVEMENTIONED PLAN.

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

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

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



FE

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

Lengths are in Metres. (Sheet 6 of 6 Sheets)

PART 2.

Plan: **825735** Plan of Subdivision of  
Lot 161 in DP.814571

11. TERMS OF RESTRICTION ON USE ELEVENTHLY REFERRED TO IN  
ABOVEMENTIONED PLAN.

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

(b) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the Land and Housing Corporation or its successors.

NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY RESTRICTION SIXTHLY REFERRED  
AND RESTRICTION TENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Land and Housing Corporation.

Signed by me Grahame Richard Yard..... *G. R. Yard*.....  
as DELEGATE of the NEW SOUTH WALES  
LAND AND HOUSING CORPORATION,  
who hereby declares that he has no  
notice of the delegation, in the  
presence of Frank Redmond Shepherd..... *FR. Shepherd*.....



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

Lengths are in metres

Page 1 of 7 Pages

DP 876021

Plan of Subdivision of  
Lot 679 in DP847898

---

PART 1

Full name and address of the  
Proprietor of the land

New South Wales Land and Housing  
Corporation  
Level 2, 1 Fitzwilliam Street  
Parramatta NSW 2150

---

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

Easement to Drain Water 1.5 Wide No.1.

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Lots Benefited
7083	Site 'A' Lot 7173
7084	Site 'A' Lot 7173, 7083
7085	Site 'A' Lot 7173, 7083, 7084
7086	Site 'A' Lot 7173, 7083, 7084, 7085
7087	Site 'A' Lot 7173, 7083, 7084, 7085, 7086
7117	7116
7118	7116, 7117
7119	7116, 7117, 7118
7120	7116, 7117, 7118, 7119
7121	7116, 7117, 7118, 7119, 7120, 7122
7156	7116, 7117, 7118, 7119, 7120, 7121, 7122
7114	7115
7113	7115, 7114
7112	7115, 7114, 7113
7111	7115, 7114, 7113, 7112
7110	7115, 7114, 7113, 7112, 7111

*MW*

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

Lengths are in metres

Page 2 of 7 Pages

Plan: DP 876021

Plan of Subdivision of  
Lot 679 in DP847898

---

PART 1

7109	7115, 7114, 7113, 7112, 7111, 7110
7108	7115, 7114, 7113, 7112, 7111, 7110, 7109
7107	7115, 7114, 7113, 7112, 7111, 7110, 7109, 7108
7106	7115, 7114, 7113, 7112, 7111, 7110, 7109, 7108, 7107
7104	7105
7103	7105, 7104
7102	7105, 7104, 7103
7101	7105, 7104, 7103, 7102, 7168
7100	7105, 7104, 7103, 7102, 7101, 7168, 7169
7099	7105, 7104, 7103, 7102, 7101, 7100, 7168, 7169
7098	7105, 7104, 7103, 7102, 7101, 7100, 7168, 7169, 7170, 7099, 7097
7124	7123
7125	7123, 7124
7126	7123, 7124, 7125
7127	7123, 7124, 7125, 7126
7128	7123, 7124, 7125, 7126, 7127
7129	7123, 7124, 7125, 7126, 7127, 7128
7130	7123, 7124, 7125, 7126, 7127, 7128, 7129, 7131
7133	7132
7134	7132, 7133
7135	7132, 7133, 7134
7137	7132, 7133, 7134, 7135
7138	7132, 7133, 7134, 7135, 7137, 7143
7140	7132, 7133, 7134, 7135, 7137, 7138, 7143
7150	7123, 7124, 7125, 7126, 7127, 7128, 7129, 7130, 7131, 7152
7152	7123, 7124, 7125, 7126, 7127, 7128, 7129, 7130, 7131
7173	7083, 7084, 7085, 7086, 7087

MW



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

Lengths are in metres

Page 3 of 7 Pages

Plan: **OP 876021**

Plan of Subdivision of  
Lot 679 in DP847898

---

PART 1

2. Identity of Easement secondly referred to in abovementioned plan. Easement to Drain Water 1.5 Wide No.2.

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Lots Benefited
7089	7088
7090	7088, 7089
7091	7088, 7089, 7090
7092	7088, 7089, 7090, 7091, 7092
7093	7088, 7089, 7090, 7091, 7092, 7093
7094	7088, 7089, 7090, 7091, 7092, 7093, 7094, 7096
7095	7088, 7089, 7090, 7091, 7092, 7093, 7094, 7095, 7096
7173	7088, 7089, 7090, 7091, 7092, 7093, 7094, 7095, 7096

- 
2. Identity of Easement Thirdly referred to in abovementioned plan. Easement for Underground Cables 4.0 Wide.

SCHEDULE OF LOTS AFFECTED

Lot Burdened	Authority Benefited
7098	Integral Energy Australia

*MW*

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

Lengths are in metres

Page 4 of 7 Pages

Plan: **DP 876021** Plan of Subdivision of  
Lot 679 in DP847898

---

PART 1

4. Identity of Restriction  
fourthly referred to  
in abovementioned plan. Restriction on the Use of Land.

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Lots Benefited
Each lot	Every other lot

---

5. Identity of Restriction  
fifthly referred to  
in abovementioned plan. Restriction on the Use of Land.

SCHEDULE OF LOTS AFFECTED

Lot Burdened	Authority Benefited
7155	Shellharbour City Council

*MW*

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

Lengths are in metres

Page 5 of 7 Pages

Plan: DP876021

Plan of Subdivision of  
Lot 679 in DP847898

---

PART 2

3. TERMS OF EASEMENT FOR UNDERGROUND CABLES 4 WIDE THRIDLY REFERRED TO  
IN THE ABOVEMENTIONED PLAN.

Vide Memorandum Number 3021851.

4. TERMS OF RESTRICTION ON THE USE OF LAND FOURTHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN.

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

5. TERMS OF RESTRICTION ON THE USE OF LAND FIFTHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN.

Vehicular access across boundary 'J' to 'K' is denied to the lot hereby burdened.

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

Lengths are in metres

Page 6 of 7 Pages

Plan: DP 876021

Plan of Subdivision of  
Lot 679 in DP847898

---

PART 2

NAME OF BODY EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENT TO DRAIN  
WATER 1.5 WIDE NO.1 FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN, THE  
EASEMENT TO DRAIN WATER 1.5 WIDE NO.2 SECONDLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN AND THE RESTRICTION ON THE USE OF LAND FIFTHLY  
REFERRED TO IN THE ABOVEMENTIONED PLAN.

Shellharbour City Council.

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NAME OF BODY EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENT FOR  
UNDERGROUND CABLES 4.0 WIDE.

Integral Energy Australia.

---

NAME OF BODY EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTION ON THE  
USE OF LAND FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The New South Wales Land and Housing Corporation.

MW

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

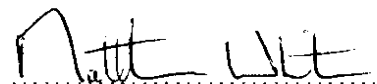
Lengths are in metres

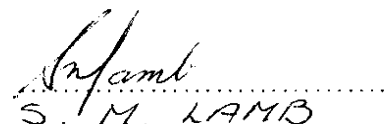
Page 7 of 7 Pages

Plan: DP 876021

Plan of Subdivision of  
Lot 679 in DP847898

Signed by me MATTHEW KENNETH WHITE  
as DELEGATE of New South Wales  
Land & Housing Corporation  
and I hereby declare that I have no  
Notice of revocation of the delegation,  
in the presence of:



  
S. M. LAMB



Form: 08X  
Release: 4.5

# CAVEAT

Prohibiting Recording of a Dealing or Plan  
or Granting of a Possessory Application  
New South Wales  
Section 74F Real Property Act 1900



## AN229930X

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

**STAMP DUTY**

Revenue NSW use only

**(A) TORRENS TITLE**

Folio Identifier 7005/882823

**(B) REGISTERED DEALING**

Number	Torrens Title
--------	---------------

**(C) LODGED BY**

Document Collection Box 335 Q	Name, Address or DX, Telephone, and Customer Account Number if any LLPN 123220W New South Wales Crime Commission 453-463 Kent Street, SYDNEY NSW 2000 Ph: 9269 3888	CODE <b>X</b>
Reference: NGUYEN LT:LV		

**(D) REGISTERED PROPRIETOR**

Loc Tho Nguyen  
6 Yarle Crescent  
FLINDERS NSW  
  
Postcode: 2529

**(E) CAVEATOR**

Insert the full name and address (residential if individual/registered office if body corporate)  
New South Wales Crime Commission  
453-463 Kent Street  
SYDNEY NSW  
  
Postcode: 2000

**(F) NAME AND ADDRESS IN AUSTRALIA SERVICE OF NOTICES ON THE CAVEATOR**

**IMPORTANT NOTE:** The address *must* be a street address. If desired, a Document Exchange box in NSW may be provided *in addition*. If the caveator's name or address for service of notices changes, notification *must* be lodged on form 08CX.

Name: New South Wales Crime Commission  
Street Address: 453-463 Kent Street, SYDNEY NSW  
  
Postcode: 2000

Document Exchange Box in NSW (additional): DX 13018 Market Street Sydney

**(G) ACTION PROHIBITED**

1, 2 and 4

**(H)** The caveator claims to be entitled to the estate or interest in the above land specified in Schedule 1 by virtue of the instrument and facts set out in that schedule and prohibits the Registrar General from taking, with respect to the above land, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

**WARNING:** care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

(I) **SCHEDULE 1 Estate or interest claimed**

Particulars of the estate or interest in the abovementioned land		
Restraining Order granted by his Honour Justice Garling in the Supreme Court of NSW on 28 March 2018 pursuant to Section 10A, Criminal Assets Recovery Act 1990 (NSW).		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Parties
Order 2018/99528	28 March 2018	New South Wales Crime Commission v Jose John Degouveia
By virtue of the facts stated below		
The Caveator is entitled to register its interest pursuant to section 15 (3) of the Criminal Assets Recovery Act 1990 (NSW).		

(J) **SCHEDULE 2 Action prohibited by this caveat**

- The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration of delimitation plan <sup>1</sup> No. \_\_\_\_\_
- The granting of any possessory application <sup>2</sup> with respect to the land in the Torrens Title referred to above.
- The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
- The granting of an application to extinguish the NOT APPLICABLE created by NOT APPLICABLE No. \_\_\_\_\_
- The recording in the Register of a writ affecting the estate or interest claimed by the caveator and set out in Schedule 1.

(K) **STATUTORY DECLARATION <sup>3</sup>**

I, Rindala Katrib

solemnly and sincerely declare that—

- To the best of my knowledge, information and belief
  - the caveator has a good and valid claim to the estate or interest set out in Schedule 1.
  - the address specified at (D) as the address of the registered proprietor is the correct address.
- This caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor ; I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900 and I certify this caveat to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at Sydney in the State of New South Wales on \_\_\_\_\_  
in the presence of Stephen Vorreiter of 453-463 Kent Street, Sydney NSW 2000

Justice of the Peace (J.P. Number: \_\_\_\_\_)     Practising Solicitor  
 Other qualified witness [specify] \_\_\_\_\_

\*\* who certifies the following matters concerning the making of this statutory declaration by the person who made it:

- I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and~~
- I have known the person for at least 12 months ~~-OR- I have confirmed the person's identity using an identification document and the document I relied on was a~~ \_\_\_\_\_ [Omit ID No.]

Signature of witness: Stephen Vorreiter      Signature of declarant: \_\_\_\_\_  
Capacity of declarant if other than the caveator: Authorised Officer and Acting Commission Solicitor

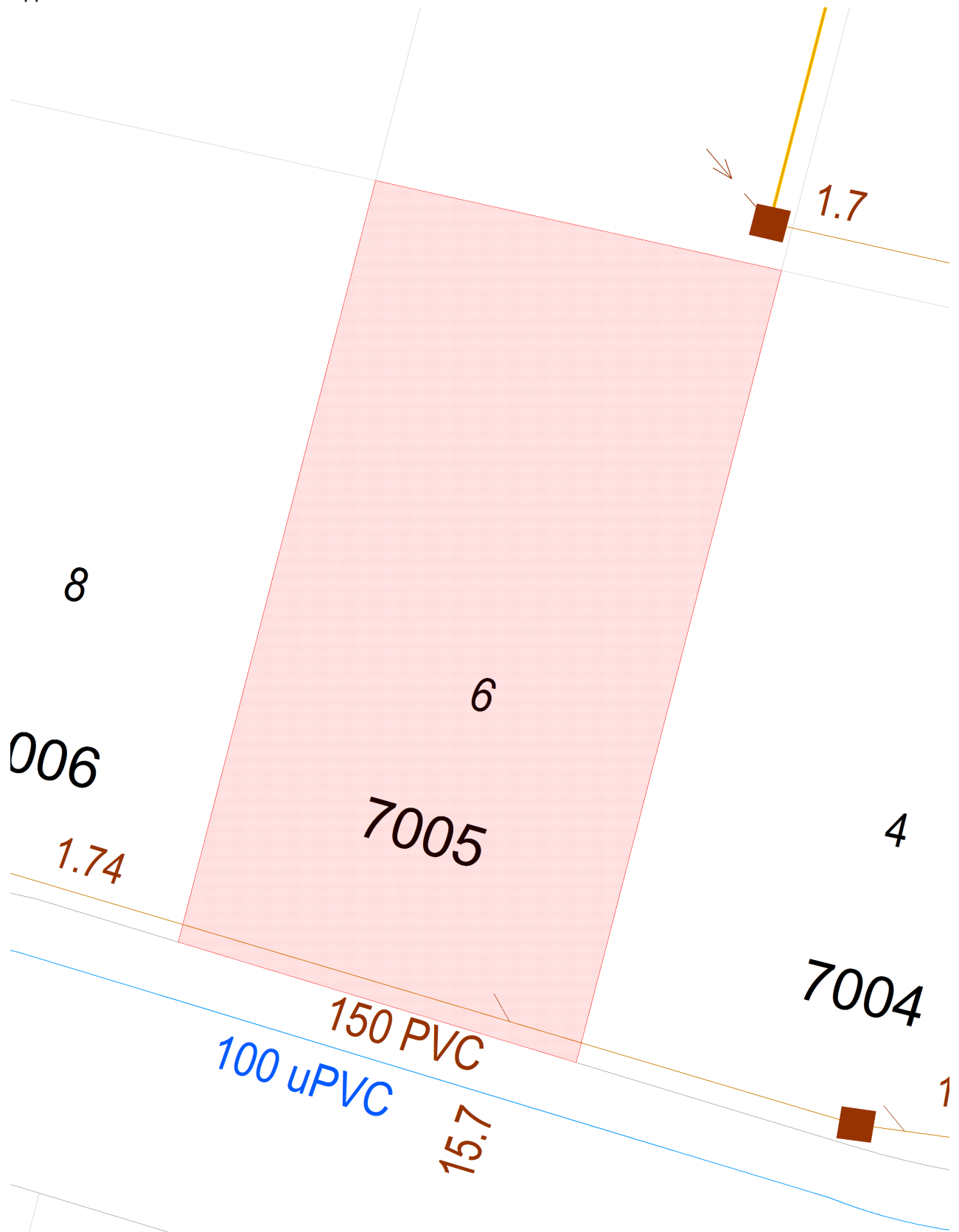
(L) **CONSENT (section 74O Real Property Act 1900)<sup>4</sup>**

I, the registered proprietor named at (D)/possessory applicant, for the purposes of section 74O only, consent to this caveat.

Signature of registered proprietor/possessory applicant \_\_\_\_\_

- A plan defining the boundaries of land in a limited folio of the Register. See Part IVB Real Property Act 1900.
- An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900.
- As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment.\*\* If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.
- Only one capacity can be selected, either registered proprietor or possessory applicant, cross out whichever does not apply.

**Service Location Print**  
Application Number: 8002968885



Document generated at 20-11-2023 12:50:09 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

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

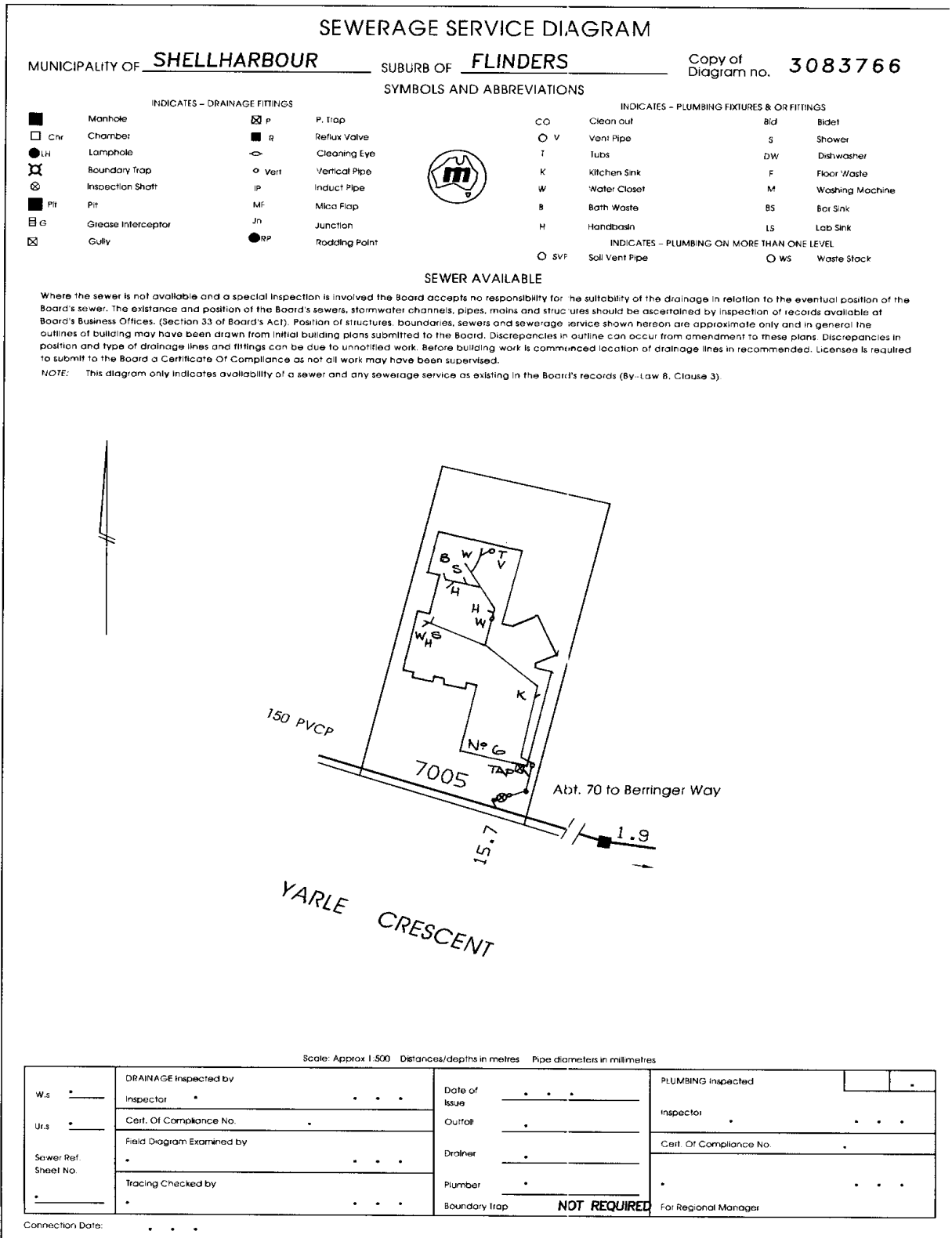
**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### 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: 8002968872



**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**.

**Applicant:**

**InfoTrack Pty Ltd  
GPO BOX 4029  
SYDNEY**

**ecertificates@infotrack.com.au**

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

**Applicants Reference: SP/27123/TV**

**Certificate No: PL2450/2023**

**Print Date: 21 November 2023**

**LAND DESCRIPTION:**

**6 Yarle Crescent FLINDERS NSW 2529**

**Lot 7005 DP 882823**

**Land ID: 22976**

**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](http://www.legislation.nsw.gov.au) for full details regarding this LEP.

**State Environmental Planning Policies**

SEPP No 65 - Design Quality Of Residential Flat Development.

SEPP - Building Sustainability Index: Basix 2004.

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.

Please see the NSW Department of Planning & Environment website  
[www.planning.nsw.gov.au](http://www.planning.nsw.gov.au) and the Legislation website [www.legislation.nsw.gov.au](http://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**

No.

**Exhibited Technical Policies**

There are no Exhibited Technical Policies on this land.

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

No exhibited draft Development Control Plans apply to the land.

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

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

**2. ZONING AND LAND USE UNDER RELEVANT LEPs**

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

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

Shellharbour LEP 2013 - R2 Low Density Residential.

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

Shellharbour LEP 2013 - R2: Home occupations.

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

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

**2.4 For what purposes is development prohibited within the zone?**

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

**2.5 Whether additional permitted uses apply to land?**

Shellharbour LEP 2013 - No.

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

Shellharbour LEP 2013 - No.

Note: A minimum lot size applies to all land shown on the Lot Size Map and/or as outlined in Shellharbour LEP 2013 written instrument.

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

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

Shellharbour LEP 2013 - No.

**2.8 Is the land in a conservation area?**

Shellharbour LEP 2013 - No.

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

Shellharbour LEP 2013 - No.

**3. CONTRIBUTIONS PLAN**

**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 (9<sup>th</sup> Review)  
(Amendment 1).

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

**3.2 If the land is in a special contributions area under the Act, Division 7.1, the name of the area?**

No.

**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 Is the land or part of the land within the flood planning area and subject to flood related development controls?**

Council has no record indicating that the land may be located within a flood hazard 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 Is the land or part of the land between the flood planning area and the probable maximum flood and subject to flood related development controls?**

Council has no record indicating that the land may be located within a flood hazard 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 clause flood planning area has the same meaning as in the Floodplain Development Manual; Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005; and probable maximum flood has the same meaning as in the Floodplain Development 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.**

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

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

No.

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

No.

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

No.

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

No.

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

No.



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<b>PART B: NOTATIONS</b>
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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**