

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 73333386	NSW DAN:
vendor's agent	First National Real Estate - Coastside Shellharbour		Phone: 02 4295 5033 Fax: 02 4295 5066 Ref:
co-agent			
vendor	DJKS BRMN Pty Ltd ACN 622 382 683, PO Box 184 Cambewarra NSW 2540		
vendor's solicitor	Melea Mullard Lawyers Pty Ltd 55 Meroo Street Bomaderry NSW 2541 PO Box 456 Nowra NSW 2541 or DX 5324 Nowra		Phone: 02 4423 7011 Fax: Ref: 180572
date for completion	42 days after the contract date	(clause 15)	Email: christine@meleamullard.com.au
land	1 National Avenue SHELL COVE NSW 2529		
(Address, plan details and title reference)	Lot 1 in Deposited Plan 1232347 Folio Identifier 1/1232347		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" 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"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Ref: Email:
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

180572

73333386

vendor agrees to accept a **deposit-bond** (clause 3)

☐ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30)

☐ no ☒ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

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

land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

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

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days* of the contract date.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

BETWEEN DJKS BRMN PTY LTD

(Vendor)

AND

(Purchaser)

The terms of the printed Contract to which these additional conditions are annexed shall be read subject to the following. If there is a conflict between these additional conditions and the printed Contract, then these additional provisions shall prevail.

1. Notice to Complete

In the event of either party failing to complete this Contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a Notice to Complete, requiring the other to complete within 14 days from the date of service of this Notice, and this time period is considered reasonable by both parties. For the purpose of this Contract, such Notice to Complete shall be deemed both at law and in equity sufficient to make time of the essence of this Contract. Should the Vendor issue a Notice to Complete then they shall be entitled to recover the fee of \$110.00 (GST inclusive) from the other party to cover the costs for issuing such Notice.

2. Death or Incapacity

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

3. Purchaser Acknowledgements

The Purchaser acknowledges that they are purchasing the property:

- a) In its present condition and state of repair;
- b) Subject to all defects latent and patent;
- c) Subject to any infestations and dilapidation;
- d) Subject to all existing wear, sewerage, drainage and plumbing services and connections in respect of the property; and
- e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The Purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

4. Late Completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

If the purchaser fails to complete this contract on or before the completion date otherwise than through the fault of the vendor then in addition to the payment of interest the purchaser shall also pay the vendor the sum of \$275.00 inclusive of GST to cover legal costs and other expenses incurred as a consequence of delay as a genuine pre-estimate of those additional expenses to be allowed by the purchaser to the vendor as an adjustment on completion.

5. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

6. Deposit Bond

- a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

7. Building Works

7.1 Notwithstanding any other provision of this Contract, if, as a consequence of any application by the purchaser for a building certificate from the local council:-

- a) A work order under any legislation is made after the date of this Contract; or
- b) The local council informs the purchaser or the vendor of works to be done before it will issue a building certificate;

Then the purchaser must not raise any objection, requisition, claim for compensation, withhold purchase monies, delay completion or seek to rescind or terminate this Contract because of such work order and if this Contract is completed then the purchaser must comply with the work order at his or her own expense.

8. Requisitions

The purchaser acknowledges that the only form of general requisitions on title that the purchaser shall be entitled to raise pursuant to clause 5.1 are those in the form of requisitions on title annexed to this Contract.

9. Swimming Pool

In the event that a swimming pool is situated on the subject property, the vendor does not warrant that such swimming pool complies with the requirements imposed by the related Act and the regulations prescribed therein, and the purchaser agrees that upon completion, he or she shall comply with the requirements of the Act and such regulations relating to access to the swimming pool and the erection of a Warning Notice. It is further agreed that this clause shall not merge on completion.

10. Amendments to the Printed Form

- a) Delete clause 7.1.1;
- b) Clause 16.5 is amended by the deletion of the word "plus another 20% of that fee";
- c) Clause 16.6 is amended by adding after the last word "providing that the uncleared Certificate is received 10 days prior to the date of settlement, otherwise the purchaser must accept an undertaking on settlement that the Land Tax Certificate will be cleared within 14 days after settlement";
- d) Delete clause 16.12;
- e) Clause 18 is amended by adding the following: Clause 18.8 "the purchaser cannot make a claim or requisition or delay settlement after entering possession of the property".
- f) The disclosures made in this clause are made for the purpose of Section 55 of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2010.

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 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy 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 or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. 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.

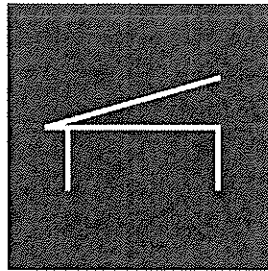
Adjustments

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

Survey and building

13. 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.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the Local Government Act, 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*.
16. 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?
 17. 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?
 18.
 - (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition (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**
19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
 20. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
 21. Has the vendor any notice or knowledge that the property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
 22.
 - (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?
 23. 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**
24. 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**
25. 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.
 26. 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.
 27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
 28. The purchaser reserves the right to make further requisitions prior to completion.
 29. 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.



STILETTO HOMES

1 National Ave Shell Cove

Inclusions List

External/Facade:

- Selected face brick & face of garage rendered
- James Hardie or similar cladding

Windows and Fly screens:

- Aluminium windows and sliding doors
- Aluminium framed fly screens to all opening window

Roofing:

- Colourbond roofing
- Colourbond fascia and gutters
- PVC painted downpipes

Landscaping:

- Standard landscaping as approved landscaping plan
- Coloured Concrete driveways, side paths & Alfresco as approved plans

External Inclusions:

- Colorbond panel lift garage door with motor
- Thermaan 26L Instantaneous hot water system
- Stained hume timber front entry door with clear glass panels
- Gainsborough Tri- lock entry door hardware fitted
- Kordon termite treatment to comply with Australian standards
- TV antenna
- External lighting to alfresco area
- 1 x Gas point to alfresco area
- 1 x external double power point to alfresco area
- 2 x water taps
- Conduits for Telstra or Nbn to dwelling
- Poly Water tank as per BASIX requirements
- Rain switch water pump system to BASIX requirements

Internal Inclusions:

- Large 600x600 gloss porcelain floor tiles throughout ground floor Entry, living, dinning, kitchen areas (Colour Grey)
- Solution Dyed Nylon Carpet to all 1st floor bedrooms, hallways (Colour Grey Charcoal)
- Stained hardwood timer stair treads with painted rises & stringers to stairs going up from entry to dining area & Carpet on stairs going up from ground floor to 1st floor areas. Timber framed gyprock balustrades with timber painted handrails.
- 1x Gas heating point to ground floor living area
- Three coat paint system to all internal walls (no allowance for feature walls) (Colour Elusive white double)
- Mirrored Custom built wardrobes to all bedrooms including top shelf and hanging rail
- Smoke detectors hardwired with battery backup
- LED down lights throughout living areas and bedrooms
- Ceiling fans to 1st floor lounge & bedrooms
- Fluorescent lights in Garage
- Double power points throughout living areas, kitchens, bathrooms and laundry
- 2 x double power points to bedrooms
- 3 x TV points
- 2 x phone/data points
- 70mm bevelled pre-primed pine skirting & architraves throughout (Painted gloss Elusive white double)
- Lockwood Satin chrome door handles, privacy to wet areas and passage to remainder
- Hume redicoate internal doors (Painted gloss Elusive white double)
- Pine Pre hung door jambs to all internal doors (Painted gloss Elusive white double)
- Insulation to basix requirements
- Square set cornice to living areas (90mm cornice to remainder areas)

Kitchen and Appliances:

- Polyurethane finger pull elusive white kitchen with Pantry, bulkheads, allowance for fridge space & dishwasher
- Quartz stone 20mm stone bench tops (Colour Luna white)
- Clark double bowl stainless steel sink
- Nobili goose neck flick mixer tap to sink
- Fisher & 60cm Stainless steel electric built in oven
- Fisher & Paykel 60cm under mount range hood
- Fisher & Paykel 60cm gas on cook top
- Fisher & Paykel 60cm Stainless dishwasher

Bathroom and Ensuite Inclusions:

- Frameless polished edge mirrors
- Semi framed aluminium chrome shower screens
- Hansgrohe multi shower on rail to showers
- Mizu bliss flick mixers to showers & basins
- White polyurethane wall hung vanities
- 60cm Mizu chrome single towel rails and toilet roll holders throughout
- 300x600 Gloss white ceramic wall tiles, tiled to ceiling height (Allowance for 1 feature wall, Colour grey)
- 300x300 Porcelain floor tiles (Colour grey)
- Freestanding Bath in bathroom with spout and flick mixer
- American standard Cygnet back to wall toilet suites with Soft close seats
- Fans and LED down lights to bathroom and ensuite
- Waterproofing to wet areas to comply with Australian standards

Laundry Inclusion:

- 42ltr tub & cabinets
- Base flick mixer tap to tub
- 300x300 Floor tiles and perimeter skirting tile included
- 1 row 300x600 white ceramic tile splashback to laundry tub

Note - All materials, finishes, fitting and fixtures will be builder's choice unless specified on inclusions list and agreed by client/buyer and builder

Note - materials, finishes, fittings and fixtures could slightly vary depending on availability at time of construction but will be replaced with equal quality.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/1232347

SEARCH DATE	TIME	EDITION NO	DATE
9/10/2020	11:22 AM	2	16/7/2018

LAND

LOT 1 IN DEPOSITED PLAN 1232347
AT SHELL COVE
LOCAL GOVERNMENT AREA SHELLHARBOUR
PARISH OF TERRAGONG COUNTY OF CAMDEN
TITLE DIAGRAM DP1232347

FIRST SCHEDULE

DJKS BRMN PTY LTD (T AN504266)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1174570 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 3 DP1174570 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 4 DP1232347 EASEMENT FOR DRAINAGE OF WATER 1.2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

180572

PRINTED ON 9/10/2020

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

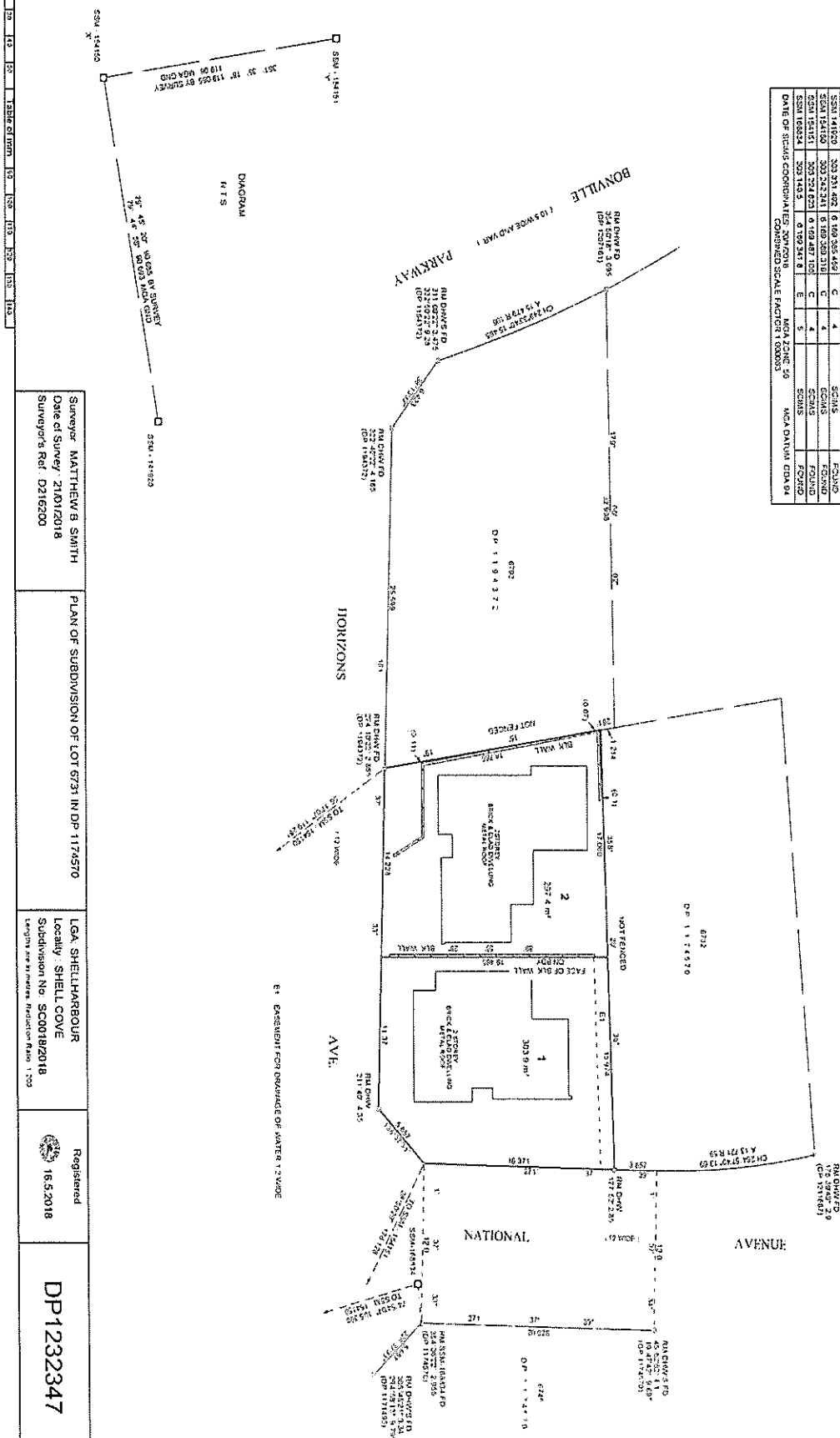
PLAN FORM 2(A2)

DP1232347




WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet 1 of 1





COORDINATE SYSTEM				
NAME	WGA COORDINATES	CLASS	UNIT	METHOD
NAME	EASTING	NORTHING	CLASS	UNIT
SSN 141520	303 271 482	6 189 265 469	C	4
SSN 141520	303 243 241	6 189 265 318	C	4
SSN 154151	303 252 623	6 189 267 108	C	4
SSN 154151	303 143 5	6 189 265 8	E	5
DATE OF SCANS COORDINATES	NORTH AMERICAN DATUM 83			
WGA DATUM	NORTH AMERICAN DATUM 83			



Surveyor: MATTHEW B. SMITH	PLAN OF SUBDIVISION OF LOT 6/31 IN DP 1174570	LGA: SHELL HARBOUR	Registered	DP1232347
Date of Survey: 21/01/2018		Locality: SHELL COVE	16.5.2018	
Surveyor's Ref: D216200		Subdivision No: SC00182018		
		Lengths are in metres. Reduction Ratio: 1:200		

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 sheet(s)
<p>Registered:  16.5.2018</p> <p>Title System: TORRENS</p>		<p>Office Use Only</p> <p>DP1232347</p>	
<p>PLAN OF SUBDIVISION OF LOT 6731 IN DP 1174570</p>		<p>LGA: SHELLHARBOUR</p> <p>Locality: SHELL COVE</p> <p>Parish: TERRAGONG</p> <p>County: CAMDEN</p>	
<p>Survey Certificate</p> <p>I, MATTHEW B. SMITH of CEH CONSULTING PTY LTD a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 21/01/2018....., or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level/Undulating / *Steep/Mountainous.</p> <p>Signature:  Dated: 23/1/2018</p> <p>Surveyor Identification No: 8175</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.</p> <p>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>		<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	
<p>Subdivision Certificate</p> <p>I, <u>Luke Preston</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: SHELLHARBOUR CITY COUNCIL</p> <p>Date of endorsement: <u>20/3/2018</u></p> <p>Subdivision Certificate number: <u>SC0018/2018</u></p> <p>File number:</p> <p>*Strike through if inapplicable.</p>			
<p>Plans used in the preparation of survey/compilation.</p> <p>DP 1194372, DP 1207161, DP 1174570, DP 1211687</p>		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>	
<p>Surveyor's Reference:D216200</p>		<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 2 sheet(s)															
Registered:  16.5.2018	Office Use Only	Office Use Only															
PLAN OF SUBDIVISION OF LOT 6731 IN DP 1174570		DP1232347															
Subdivision Certificate number: <u>SC0019/2018</u> Date of Endorsement: <u>20/3/2018</u>																	
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.																	
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE</p> <p>1. EASEMENT FOR DRAINAGE OF WATER 1.2 WIDE</p>																	
<table border="1"><thead><tr><th>Lot</th><th>Street Number</th><th>Street Name</th><th>Street Type</th><th>Locality</th></tr></thead><tbody><tr><td>2</td><td>3</td><td>Horizons</td><td>Avenue</td><td>Shell Cove</td></tr><tr><td>1</td><td>1</td><td>National</td><td>Avenue</td><td>Shell Cove</td></tr></tbody></table>	Lot	Street Number	Street Name	Street Type	Locality	2	3	Horizons	Avenue	Shell Cove	1	1	National	Avenue	Shell Cove		
Lot	Street Number	Street Name	Street Type	Locality													
2	3	Horizons	Avenue	Shell Cove													
1	1	National	Avenue	Shell Cove													
<p>MORTGAGEE:</p> <p>Attorney's name: <u>Rose Churachoun</u> Solicitor for Mortgage Settlements Australia Signing on behalf of AFSH Nominees Pty Ltd (ACN 143 937 437) Power of Attorney Book <u>4603</u> No: <u>791</u> Witness:  Sign:  Kieren Marquillero Post Settlements Level 5 4 Drake Avenue Macquarie Park NSW 2113</p> <p> JEAN STEWART ABN 311 466 28551 Sole DIRECTOR/ Secretary SHIFT CONSTRUCTIONS P/L</p>																	
<p>If space is insufficient use additional annexure sheet</p>																	
Surveyor's Reference: D216200																	

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS Á PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Sheet 1 of 2 Sheets

Plan:
DP1232347

PLAN OF SUBDIVISION OF LOT 6731 IN
DP 1174570
covered by Council's Certificate No.

Full name and address of

SHIFT CONSTRUCTIONS PTY LTD

the owner of the land:

1 National Ave, Shell Cove,
N.S.W., 2529

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Drainage of Water 1.2 Wide	1	2

Persons who can release or modify the easements numbered 1 in the plan

Shellharbour City Council

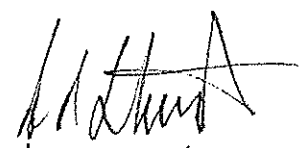

General Manager / Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE INTENDED TO
BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919

Sheet 2 of 2 Sheets

Plan:
DP1232347

PLAN OF SUBDIVISION OF LOT 6731 IN
DP 1174570
covered by Council's Certificate No.


JEAN STEWART sole
DIRECTOR / secretary

ABN 311 466 28551



SHIFT CONSTRUCTIONS P/L

WITNESS Matthew Smith


M/S 13 Parkinson Ave

Sheld Cove NSW 2529

MORTGAGE


Attorney's name 
Solicitor for Mortgage Settlements Australia
Signing on behalf of AFSH Nominees Pty Ltd
(ACN 143 937 437)
Power of Attorney Book: 4603 No: 791
Witness: 

Sign



Kieren Marquillero
Post Settlements

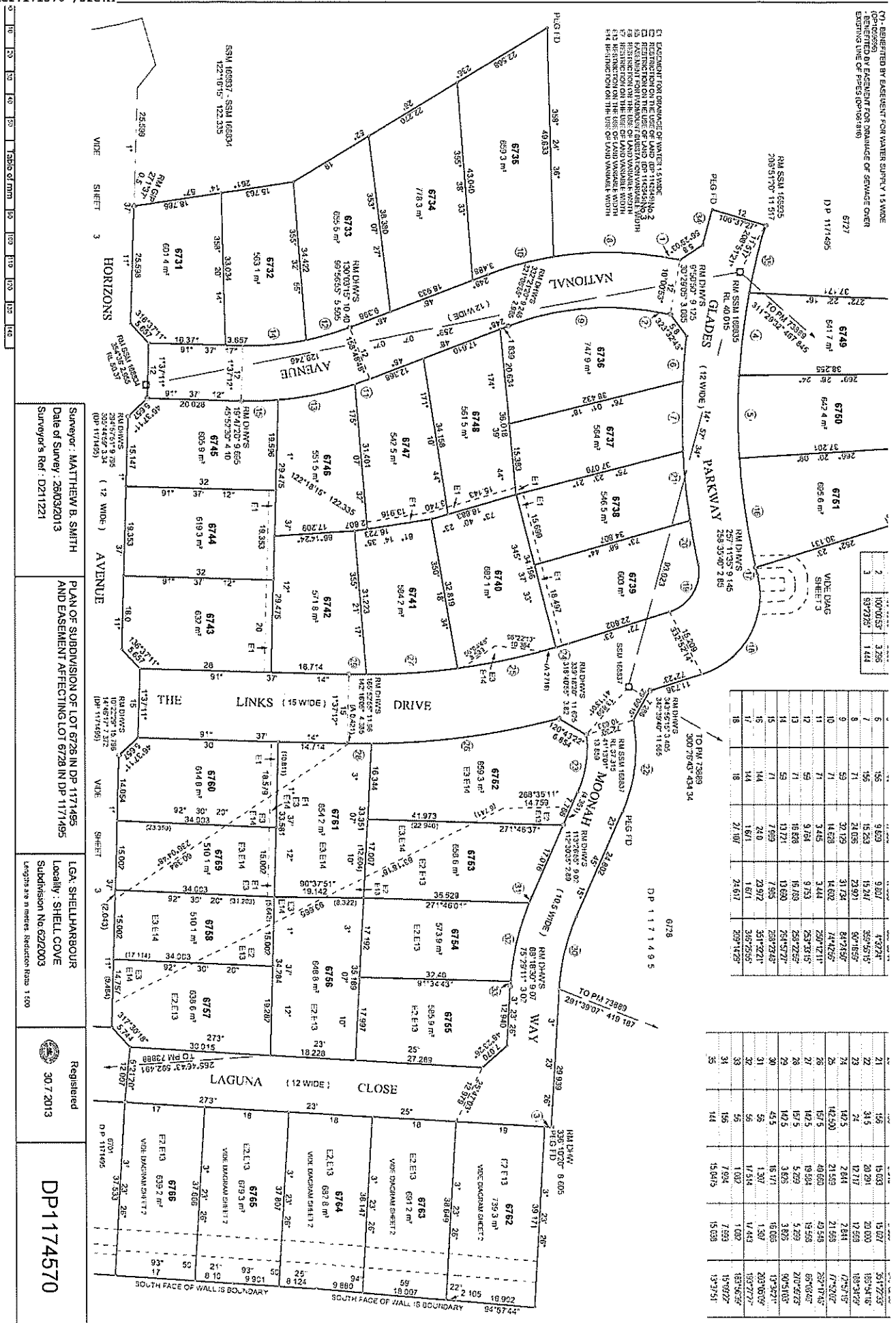
Level 5
4 Drake Avenue
Macquarie Park NSW 2113


General Manager / Authorised Person

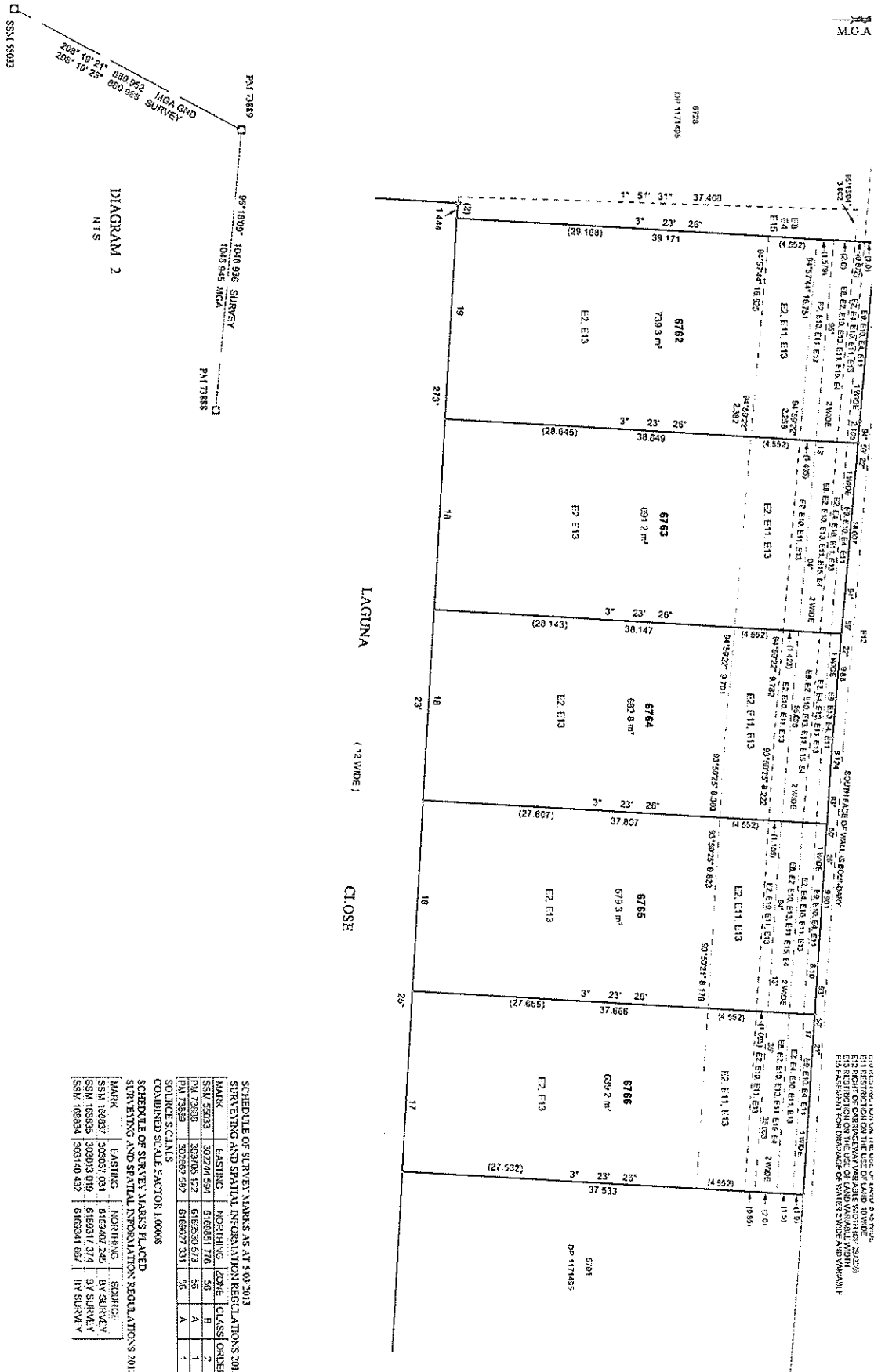
REGISTERED



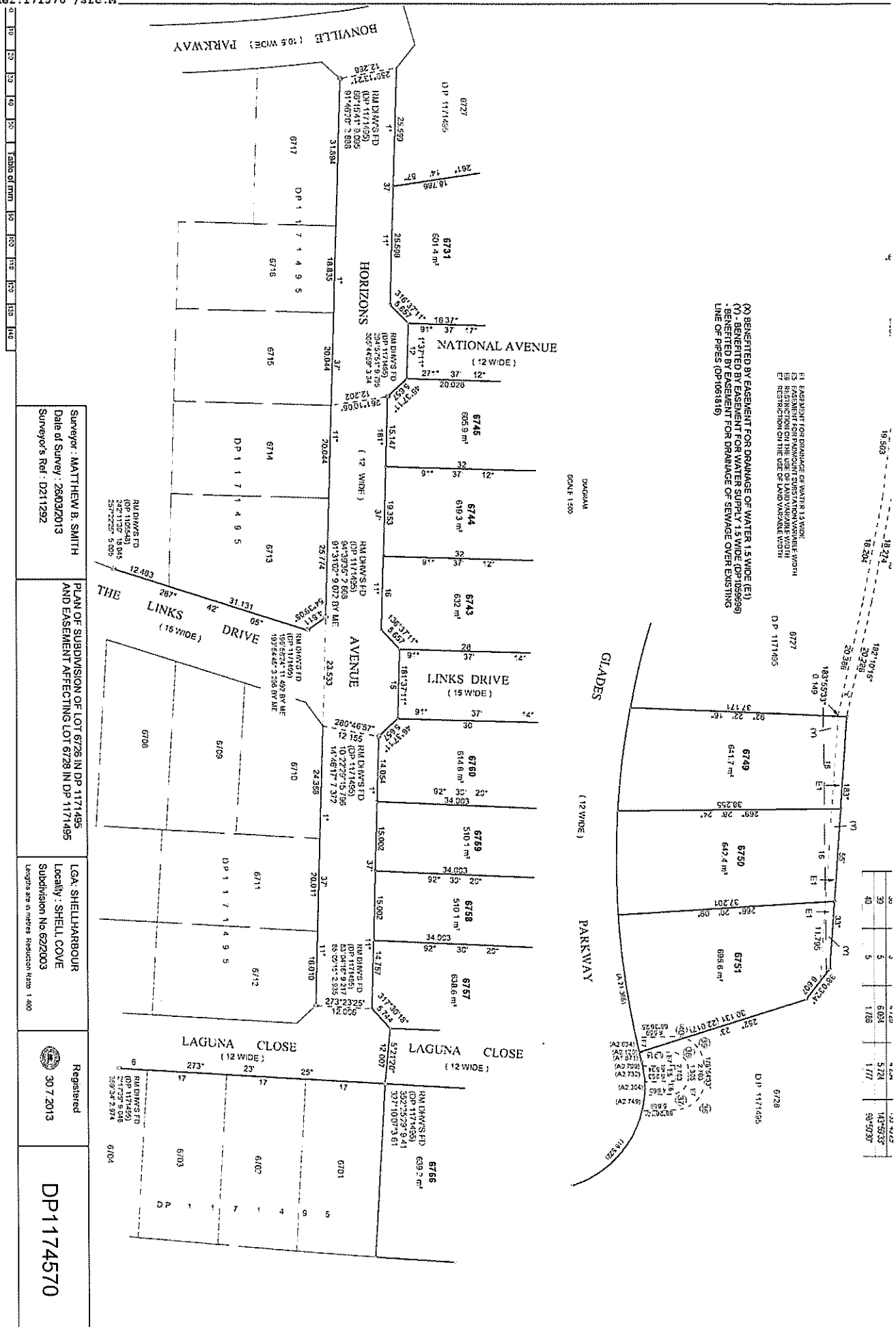
16.5.2018



MGA



Surveyor: MATTHEW B. SMITH Date of Survey: 28/03/2013 Surveyor's Ref: D211292	PLAN OF SUBDIVISION OF LOT 6726 IN DP 117495 AND EASEMENT AFFECTING LOT 6728 IN DP 117495	LGA: SHELLHARBOUR Locality: SHELL COVE Subdivision No 62/2003 Longshore & Meters Reduction Ratio 1:250	Registered 30.7.2013	DP1174570
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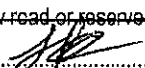
PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheets

<p>Registered:  30.7.2013</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p> <p>PLAN OF SUBDIVISION OF LOT 6726 IN DP 1171495 AND EASEMENTS IN LOTS 6727 AND 6728 IN DP 1171495 AFFECTING LOT</p>	<p>Office Use Only</p> <p>Office Use Only</p> <p>DP1174570</p> <p>LGA: SHELLHABROUR</p> <p>Locality: SHELL COVE</p> <p>Parish: TERRAGONG</p> <p>County: CAMDEN</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p>Survey Certificate</p> <p>I, MATTHEW B. SMITH</p> <p>of CRAVEN, ELLISTON & HAYES (DAPTO) PTY LTD ABN 81 056 544 604</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 26/03/2013</p> <p>*(b) The part of the land shown in the plan being Lot 2236 was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 15/12/2012 the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature: Dated: 26/03/2013</p> <p>Surveyor ID: 1902</p> <p>Datum Line: PM 73889 – PM 73888</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p>Subdivision Certificate</p> <p>I, <u>Luke Preston</u></p> <p>*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: SHELLHARBOUR CITY COUNCIL</p> <p>Date of endorsement: <u>14/5/2013</u></p> <p>Subdivision Certificate number: 62/2003</p> <p>File number: 62/2003</p> <p>*Strike through if inapplicable.</p>	<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD</p> <ol style="list-style-type: none"> 1. THE LINKS DRIVE 15 WIDE 2. NATIONAL AVENUE 12 WIDE 3. MOONAH WAY 10.5 WIDE 4. GLADES PARKWAY 12 WIDE 5. LAGUNA CLOSE 12 WIDE <p>Plans used in the preparation of survey/compilation. DP 1171495</p> <p>If space is insufficient continue on PLAN FORM 6A</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 0211292</p>

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheets

Registered:



30.7.2013

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 6726 IN DP 1171495
AND EASEMENTS IN LOTS 6727 AND 6728 IN
DP 1171495 AFFECTING LOT

DP1174570

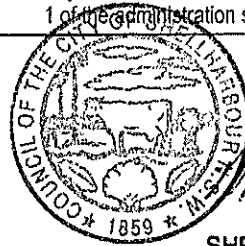
Subdivision Certificate number: 62/2003.....

Date of Endorsement: 14/5/2013

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2
- Statements of intention to create and release affecting interests accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the registration sheets.

The COMMON SEAL of the COUNCIL OF THE
CITY OF SHELLHARBOUR was affixed on the
... 14th ... day of May 2013 ...
Pursuant to a resolution of Council passed on the
7th day of ~~May 2013~~ August 2012



Mayor
SHELLHARBOUR COUNCIL

General Manager / Public Officer
Flora Mastrodomenico
PUBLIC OFFICER

Street addresses are not known at this time.

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

1. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (E1)
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND VAR. WIDTH (E14)
5. RESTRICTION ON THE USE OF LAND VAR. WIDTH (E13)
6. EASEMENT FOR PADMOUNT SUB STATION VAR. WIDTH (E5)
7. RESTRICTION ON THE USE OF LAND (E6)
8. RESTRICTION ON THE USE OF LAND (E7)
9. EASEMENT FOR DRAINAGE OF WATER 2 WIDE AND VAR. (E15)
10. RESTRICTION ON THE USE OF LAND 10 WIDE (E11)
11. RESTRICTION ON THE USE OF LAND 5.45 WIDE (E10)
12. RIGHT OF ACCESS VAR. WIDTH (E4)

If space is insufficient use additional annexure sheet

Surveyor's Reference: D211292

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS Á PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Sheet 1 of 11 Sheets

Plan: **DP1174570**

Plan of Subdivision of Lot 6726 in DP1171495
 and Easement Affecting Lot 6728 in
 DP1171495 covered by Council's Certificate
 No. 62/2003

Full name and address of
 the owner of the land:

The Council of the City of Shellharbour
 Lamerton House
 Lamerton Crescent
 Shellharbour City Centre NSW 2529

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for drainage of water 1.5 wide (E1)	6737 6738 6739 6743 6744 6747 6748 6749 6750 6751 6759 6760	6746 to 6748 inclusive 6737 and 6746 to 6748 inclusive 6737, 6738 and 6746 to 6748 inclusive 6744 and 6745 6745 6746 6746 and 6747 That part of 6727 DP 1171495 designated X 6749 and that part of 6727 DP 1171495 designated X 6749, 6750 and that part of 6727 DP 1171495 designated X 6758 6758 and 6759
2	Restriction on the use of land	6731 to 6766 inclusive	Every other lot

General Manager / Authorised Person



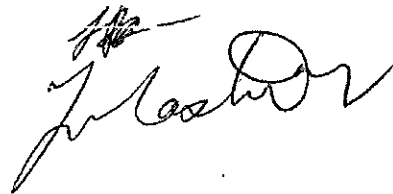
DP1174570

ePlan
 Sheet 2 of 11 Sheets

Plan of Subdivision of Lot 6726 in DP1171495
 and Easement Affecting Lot 6728 in
 DP1171495 covered by Council's Certificate
 No. 62/2003

3	Restriction on the use of land	6731 to 6766 inclusive	Every other lot
4	Restriction on the use of land variable width (E14)	<i>PART LOTS</i> 6740, 6752, 6753, and <i>PART</i> 6756 to 6761 inclusive	The Council of the City of Shellharbour
5	Restriction on the use of land variable width (E13)	<i>PART</i> 6752 to 6758 inclusive, and <i>PART LOTS</i> 6761 to 6766 inclusive	The Council of the City of Shellharbour
6	Easement for padmount substation variable width (E5)	6728 DP 1171495	Endeavour Energy
7	Restriction on the use of land (E6)	<i>PART LOTS</i> 6728 DP 1171495	Endeavour Energy
8	Restriction on the use of land (E7)	<i>PART LOTS</i> 6751 6728 DP 1171495	Endeavour Energy
9	Easement for drainage of water 2 wide and variable width (E15)	6728 DP1171495	6762 to 6766 inclusive, 6701 to 6704 inclusive DP1171495, and 6601 to 6626 inclusive DP1138496
		6762	6763 to 6766 inclusive, 6701 to 6704 inclusive DP1171495, and 6601 to 6626 inclusive DP1138496
		6763	6764 to 6766 inclusive, 6701 to 6704 inclusive DP1171495, and 6601 to 6626 inclusive DP1138496

General Manager / Authorised Person



DP1174570

ePlan
 Sheet 3 of 11 Sheets

Plan of Subdivision of Lot 6726 in DP1171495
 and Easement Affecting Lot 6728 in
 DP1171495 covered by Council's Certificate
 No. 62/2003

		6764	6765, 6766, 6701 to 6704 inclusive DP1171495, and 6601 to 6626 inclusive DP1138496
		6765	6766, 6701 to 6704 inclusive DP1171495, and 6601 to 6626 inclusive DP1138496
		6766	6701 to 6704 inclusive DP1171495, and 6601 to 6626 inclusive DP1138496
10	Restriction on the use of land 10 wide (E11)	6762 to 6766 inclusive	The Council of the City of Shellharbour
11	Restriction on the use of land 5.45 wide (E10)	^{PART LOTS} 6762 to 6766 inclusive	The Council of the City of Shellharbour
12	Right of Access variable width (E4)	6762 to 6766 inclusive	The Council of the City of Shellharbour

Part 2 (Terms)

1. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 2 IN THE PLAN

- (a) For a period of 10 years only following the date of registration of this instrument, no building can be erected or be permitted to remain on any lot burdened unless detailed plans and specifications, including the external building materials and colours, of the building have previously been submitted to and approved in writing by an architect nominated for that purpose by the Council of the City of Shellharbour ("Developer") but that approval cannot be unreasonably withheld.
- (b) Not more than one main building can be erected or be permitted to remain on any lot burdened and that main building must not be used for any purpose other than a single residential dwelling but this restriction does not prevent the erection and use of a building or buildings on any lot burdened strictly in accordance with the conditions of the Shell Cove Development Control Plan ("DCP") if the DCP applies to that lot burdened.

General Manager / Authorised Person



DP1174570

ePlan
Sheet 4 of 11 Sheets

Plan of Subdivision of Lot 6726 in DP1171495
and Easement Affecting Lot 6728 in
DP1171495 covered by Council's Certificate
No. 62/2003

- (c) No main building can be erected or be permitted to remain on any lot burdened unless:
 - (i) where only 1 dwelling is proposed, it has a gross floor area of not more than 50% of the area of that lot; and
 - (ii) it has eaves of minimum 450mm width; and
 - (iii) it has a roof pitch of greater than or equal to 22.5 degrees and less than or equal to 30 degrees (where pitched roof are utilised); and
 - (iv) where less than 3 dwellings are proposed, its garage is located a maximum of 2m forward of the front façade of the building; and
 - (v) its height is 9 metres or less above the natural ground levels.
- (d) Where only 1 dwelling is proposed, on any lot burdened having an area of 450 square metres or greater no main building can be erected or be permitted to remain unless that main building has a gross floor area of 125 square metres or greater.
- (e) No fence can be erected or be permitted to remain on the side boundary facing the street of any corner lot burdened unless it is:
 - (i) approved by the Developer; and
 - (ii) constructed of timber (vertical boarding, 3 rail, lapped and capped) or of masonry (including bricks or blocks or concrete panels) of the same colour and texture as used in the dwelling on the lot.
- (f) No earth, stone, gravel or trees can be excavated or removed from any lot burdened except to the extent necessary for the erection of a building promptly following that excavation or removal.
- (g) No fuel storage tanks (except for heating purposes) or air conditioning units can be placed on or be permitted to remain on any lot burdened unless those tanks or units are not closer to any street than the front building line and are screened from public areas.
- (h) No noxious, noisy or offensive occupation, trade, business or industry can be conducted or carried out on any lot burdened.

~~General Manager~~ / Authorised Person



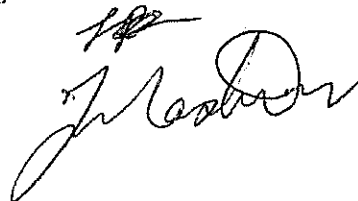
DP1174570

ePlan
Sheet 5 of 11 Sheets

Plan of Subdivision of Lot 6726 in DP1171495
and Easement Affecting Lot 6728 in
DP1171495 covered by Council's Certificate
No. 62/2003

- (i) No advertising hoarding or sign except temporary signs relating to sale of a lot can be erected or displayed or permitted to remain on any lot burdened without the previous written consent of the Developer.
- (j) No building can be erected or be permitted to remain on any lot burdened other than a building constructed with external walls of brick, rendered or bagged cement blocks or bricks or concrete, stone, glass, timber, approved texture coated material, composite cladding or any combination of those materials but the proportion of face brick masonry to the front façade cannot be more than 60% with the balance of the front façade to comprise glazing, weatherboard, corrugated colorbond sheeting, timber, stone, rendered painted finishes or a combination of these finishes.
- (k) No building can be erected or be permitted to remain on any lot burdened unless it has a roof of terracotta or cement tiles or of precast metal.
- (l) No clothes drying facility can be placed on or be permitted to remain on any lot burdened closer to any street than the front building line and any such facility must be screened from public areas.
- (m) No fence can be erected or be permitted to remain on any lot burdened to divide it from any adjoining land owned by the Developer, but only during the ownership of that adjoining land by the Developer its successors and assigns other than purchasers on sale, without the prior written consent of the Developer, but that consent cannot be withheld if that fence is erected without expense to the Developer and that consent is deemed to have been given in respect of every fence for the time being erected.
- (n) No fence can be erected or be permitted to remain on any lot burdened closer to any street than the building line of that street without the prior written consent of the Developer and no other fence can be erected or permitted to remain on any lot burdened unless it is:
 - (i) 1.8 metre in height or less; and
 - (ii) constructed of timber (vertical boarding) or of colorbond in the colours of Summershade or Riversand or Domaine or of masonry (including bricks or blocks or concrete panels) of the same colour and texture as used in the dwelling on the lot.

General Manager / Authorised Person



DP1174570

ePlan
Sheet 6 of 11 Sheets

Plan of Subdivision of Lot 6726 in DP1171495
and Easement Affecting Lot 6728 in
DP1171495 covered by Council's Certificate
No. 62/2003

- (o) For the purpose of restrictions (c) and (d) above, "gross floor area" means the sum of the areas of each floor of a building where the area of each floor is taken to be the area within the outer face of the external enclosing walls as measured at a height of 1400 millimetres above each floor level.

Gross Floor Area excludes:

- (i) balconies, patios and verandahs.
- (ii) garage and carport areas under 45m square in area.
- (iii) outbuildings that are less than 20 metres square in area.

Note: Areas in excess of the above described areas will be included in the Gross Floor Area of the building.

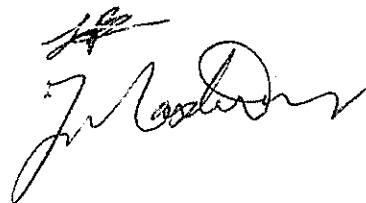
2. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 3 IN THE PLAN

No building on any lot burdened shall be used or permitted to be used as an exhibition home or display home or for the purpose of displaying exhibition homes or display homes to the general public.

3. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 4 IN THE PLAN (E14)

- (a) No dwelling can be erected or permitted to remain on that part of a lot burdened which is affected by this restriction, identified as E14 on the plan, unless that dwelling is designed and constructed with:
- (i) floor levels at or below the First Floor Level AHD stated in the table in clause 4(a) below; and
 - (ii) the Minimum Acoustic Attenuation Measures specified in the table in clause 4(b) below, above the First Floor Level AHD stated in the table in clause 4(a) below
- (b) For the purposes of this restriction "dwelling" has the meaning defined in Shellharbour Local Environmental Plan 2000.

~~General Manager~~ / Authorised Person



DP1174570

ePlan
 Sheet 7 of 11 Sheets

Plan of Subdivision of Lot 6726 in DP1171495
 and Easement Affecting Lot 6728 in
 DP1171495 covered by Council's Certificate
 No. 62/2003

4. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 5 IN THE PLAN (E13)

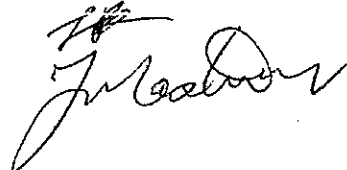
- (a) No dwelling can be erected or permitted to remain on that part of a lot burdened which is affected by this restriction, identified as E13 on the plan, unless that dwelling is designed and constructed with floor levels at or below the First Floor Level AHD specified in the following table:

Lot Number	First Floor Level AHD	Lot Number	First Floor Level AHD
6752	46.55	6760	49.95
6753	47.1	6761	48.67
6754	47.67	6762	46.5
6755	47.6	6763	47.6
6756	48.9	6764	48.56
6757	51.1	6765	49.75
6758	51.02	6766	50.85
6759	50.73		

- (b) No dwelling can be erected or permitted to remain on that part of a lot burdened which is affected by this restriction, identified as E13 on the plan, unless that dwelling is designed and constructed with the Minimum Acoustic Attenuation Measures specified in the following table:

Item	Minimum Acoustic Attenuation Measures
Windows and glazed doors having a view in the direction of any Acoustic Fencing	6mm glazing fitted with acoustic seals (STC29)
Windows and glazed doors having no view in the direction of any Acoustic Fencing	Standard windows and doors
Entrance doors having a view in the direction of any Acoustic Fencing	35mm thick solid core timber doors, acoustically sealed around the full perimeter
Entrance doors having no view in the direction of any Acoustic Fencing	Standard doors

~~General Manager~~ / Authorised Person



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No. 62/2003

(c) For the purposes of this restriction:

- (i) "dwelling" has the meaning defined in Shellharbour Local Environmental Plan 2000; and
- (ii) "Acoustic Fencing" means concrete or acrylic fencing constructed on the land shown as RIGHT OF CARRIAGEWAY VARIABLE WIDTH in Deposited Plan 267330.

5. TERMS OF EASEMENT NUMBERED 6 IN THE PLAN (E5)

The terms of easement for Padmount Substation set out in Memorandum No. 9262886 are incorporated into this document, subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1.

6. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 7 IN THE PLAN (E6)

- (a) No building shall be erected or permitted to remain within the restriction site unless:
 - (i) the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
 - (ii) the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire ratingand the owner provides the authority benefited with an engineer's certificate to this effect.
- (b) The fire ratings mentioned in clause 6(a) must be achieved without the use of fire fighting systems such as automatic sprinklers.
- (c) Definitions:
 - (i) "120/120/120 fire rating" and "60/60/60 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
 - (ii) "building" means a substantial structure with a roof and walls and includes any projections from the external walls.

General Manager / Authorised Person



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- (iii) "erect" includes construct, install, build and maintain.
- (iv) "restriction site" means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

7. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 8 IN THE PLAN (E7)

No swimming pool or spa shall be erected or permitted to remain within the restriction site, where:

- (a) "erect" includes construct, install, build and maintain.
- (b) "restriction site" means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

8. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 10 IN THE PLAN (E11)

No structure can be erected or permitted to remain on that part of a lot burdened which is affected by this restriction unless foundations for that structure are designed and certified by a qualified Structural Engineer based on geotechnical advice.

9. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 11 IN THE PLAN (E10)

- (a) The owner of any lot burdened must not interfere with, damage or alter or permit the interference with, damage to or alteration of any concrete or acrylic acoustic fencing constructed on the boundary of that lot.
- (b) No dwelling can be erected or permitted to remain on that part of a lot burdened
- (c) The owner of any lot burdened must not excavate more than 0.5 metres below the natural ground within that part of the lot burdened unless:
 - (i) a suitably qualified civil or structural engineer certifies that the excavation will not affect the structural stability of that concrete acoustic fencing; and
 - (ii) The Council of the City of Shellharbour approves.

~~General Manager~~ / Authorised Person



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Name of person empowered to release, vary or modify easements and restrictions numbered 1, 2, 3, 4, 5, 9, 10, 11 and 12 in the plan.

The Council of the City of Shellharbour

Name of person empowered to release, vary or modify easements and restrictions numbered 6, 7 and 8 in the plan.

Endeavour Energy

THE COMMON SEAL of

THE COUNCIL OF THE CITY
OF SHELLHARBOUR

was affixed on 14 May 2013

pursuant to a resolution made on ~~14 June 2014~~
7 August 2012



Mayor

SHELLHARBOUR COUNCIL

General Manager / Public Officer
Flora Mastrodomenico
PUBLIC OFFICER

~~General Manager~~ / Authorised Person

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Signed on behalf of Endeavour Energy ABN 59 253 130 878 by its Attorney
pursuant to Power of Attorney Book 4613-4640

No 641 in the presence of:

572

M. Bridgen

Signature of witness

MATTHEW BRIDGEN

Name of witness

c/- Endeavour Energy 51 Huntingwood
Drive Huntingwood 2148

G. Riethmüller

Signature of attorney

Name:

Geoff Riethmüller
Position: Network Property Mgr

Date of execution:

14-3-2013
Reference: URS 12132

REGISTERED



30.7.2013

Applicant:

Info Track Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

ecertificates@infotrack.com.au

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

Applicants Reference: 180572

Certificate No: PL2247/2020

Receipt No:

Print Date: 09 October 2020

LAND DESCRIPTION:

1 National Avenue SHELL COVE NSW 2529

Lot 1 DP 1232347

Land ID: 34457

Disclaimer

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

Title Information

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

Inspection of the land

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

PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)

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

1. Name of Relevant Planning Instruments and DCPs

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

Local Environmental Plan

Shellharbour Local Environmental Plan 2013.
Reference should also be made to NSW Legislation website
www.legislation.nsw.gov.au for full details regarding this LEP.

State Environmental Planning Policies

SEPP No 21 - Caravan Parks.

The policy provides that where caravan parks or camping grounds are permissible under the environmental planning instrument, movable dwellings, as defined under the *Local Government Act, 1919*, are permissible.

SEPP No 33 - Hazardous & Offensive Development.

Provides new definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The policy also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the policy.

SEPP No 36 - Manufactured Home Estates.

The policy -(i) defines where Manufactured Home Estates (MHEs) may be permitted and establishes criteria for the granting of development consent to these estates, - (ii) enables, with development consent, the subdivision of MHEs, provided such subdivision complies with the provisions of the Local Government (Manufactured Home Estates) Regulation 1993.

SEPP No 50 - Canal Estate Developments.

This policy provides that where the policy applies, a person shall not carry out canal estate development as defined in the policy.

SEPP No 55 - Remediation Of Land.

The policy aims to promote the remediation of contaminated land for the purpose of reducing risk of harm to human health or any other aspect of the environment. The policy applies to the whole state to ensure that remediation is permissible development and is always carried out to high standard. It specifies when consent is required for remediation and lists considerations that are relevant when rezoning land and determining development applications.

SEPP No 64 - Advertising And Signage.

The policy aims to improve the amenity of urban and natural settings by managing the impact of outdoor advertising.

SEPP No 65 - Design Quality Of Residential Flat Development.

The policy raises the design quality of residential flat development across the state

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through the application of a series of design principles. Provides for the establishment of Design Review Panels to provide independent expert advice to councils on the merit of residential flat development. The accompanying regulation requires the involvement of a qualified designer throughout the design, approval and construction stages.

SEPP No 70 - Affordable Housing (Revised Schemes).

The policy extends the life of affordable housing provisions relating to: Sydney Regional Environmental Plan No 26 - City West, Willoughby Local Environmental Plan 1995, South Sydney Local Environmental Plan 1998.

SEPP - Building Sustainability Index: Basix 2004.

This policy applies to all new single dwelling houses or dual occupancy development from 1st July 2005, and to all new multi-dwelling development or alterations and additions from 1st October 2005. BASIX is a web based tool designed to assess the potential performance of residential buildings against sustainability criteria. Details are available at www.basix.nsw.gov.au or by contacting NSW Department of Infrastructure Planning and Natural Resources.

SEPP - (State Significant Precincts) 2005.

This policy identifies the criteria for state significant development to be determined by the Minister for Infrastructure and Planning. This will facilitate the development, redevelopment or protection of important urban, coastal and regional sites of economic, environmental or social significance to the state.

SEPP - (Housing for Seniors or People with a Disability) 2004.

The policy aims to encourage the development of high quality accommodation for our ageing population and for people who have disabilities - housing that is in keeping with the local neighbourhood.

SEPP - (Mining, Petroleum Production and Extractive Industries) 2007.

This SEPP aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the purpose of promoting the social and economic welfare of the State. The policy also aims to facilitate the orderly and economic use and development of land containing mineral, petroleum and extractive material resources and to establish appropriate planning controls to encourage ecologically sustainable development through the environmental assessment and sustainable management, of development of mineral, petroleum and extractive material resources.

SEPP - (Infrastructure) 2007.

The aim of this Policy is to facilitate the effective delivery of infrastructure across the State by:

- a) improving regulatory certainty and efficiency through a consistent planning regime for infrastructure and the provision of services, and
- b) providing greater flexibility in the location of infrastructure and service facilities, and
- c) allowing for the efficient development, redevelopment or disposal of surplus government owned land, and
- d) identifying the environmental assessment category into which different types of infrastructure and services development fall (including identifying certain development of minimal environmental impact as exempt development), and
- e) identifying matters to be considered in the assessment of development adjacent

-
- to particular types of infrastructure development, and
 - f) providing for consultation with relevant public authorities about certain development during the assessment process or prior to development commencing.

SEPP - (Exempt & Complying Development Codes) 2008.

This policy aims to provide streamlined assessment processes for development that complies with specified development standards by identifying in the General Exempt Development Code the types of development that may be carried out without the need for development consent and in the Complying Development Codes the types of complying development that may be carried out in accordance with a complying development certificate.

SEPP - State Environmental Planning Policy (Affordable Rental Housing) 2009.

The aims of this Policy are as follows:

- a) to provide a consistent planning regime for the provision of affordable rental housing,
- b) to facilitate the effective delivery of new affordable rental housing by providing incentives by way of expanded zoning permissibility, floor space ratio bonuses and non-discretionary development standards
- c) to facilitate the retention and mitigate the loss of existing affordable rental housing
- d) to employ a balanced approach between obligations for retaining and mitigating the loss of existing affordable rental housing, and incentives for the development of new affordable rental housing,
- e) to facilitate an expanded role for not-for-profit-providers of affordable rental housing
- f) to support local business centres by providing affordable rental housing for workers close to places of work
- g) to facilitate the development of housing for the homeless and other disadvantaged people who may require support services, including group homes and supportive accommodation.

SEPP - State Environmental Planning Policy (State & Regional Development) 2011.

The SEPP aims to:

- a) Identify development that is State significant development,
- b) to identify development that is State significant infrastructure and critical State significant infrastructure,
- c) to confer functions on joint regional planning panels to determine development applications.

SEPP - State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007.

This Policy aims to:

- a) to provide that the erection of temporary structures is permissible with consent across the State,
- b) to ensure that suitable provision is made for ensuring the safety of persons using temporary structures,
- c) to encourage the protection of the environment at the location, and in the vicinity, of temporary structures by specifying relevant matters for consideration,
- d) to provide that development comprising the subdivision of land, the erection of a building or the demolition of a building, to the extent to which it does not

.....
already require development consent under another environmental planning instrument, cannot be carried out except with development consent.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.

The aims of this Policy are to:

- (a) protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and
- (b) preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017.

This Policy aims to facilitate the effective delivery of educational establishments and early education and care facilities across the State.

State Environmental Planning Policy (Primary Production and Rural Development) 2019

The aims of this Policy are to:

- Facilitate the orderly economic use and development of lands for primary production
- Reduce land use conflict
- Identify State significant agricultural land for the purpose of ensuring the ongoing viability of agriculture on that land and
- Simplify the regulatory process for smaller-scale low risk artificial waterbodies.

Deemed SEPP's (Regional Environmental Plans)

No Deemed SEPPs apply to the land.

1.2 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 Plan

Shellharbour LEP 2013 Planning Proposal No 15 - Short term rental accommodation. This Planning Proposal is to consider permitting either with or without consent, subject to compliance with specific criteria, short term rental accommodation in the Shellharbour Local Government Area where a dwelling is legally permitted.

Draft State Environmental Planning Policies

Standard Instrument LEP - introduction of a definition of short term rental accommodation that is not a form of tourist and visitor accommodation and is permissible in all zones in which dwellings are permissible.

State Environmental Planning Policy (Exempt & Complying Development Codes) 2008 - Short Term Rental Accommodation.

.....
The key changes to the State Environmental Planning Policy include specific provisions and required development standards so that Short Term Rental Accommodation is permitted as exempt or complying development and include minimum fire safety and evacuation requirements for individual premises used for Short Term Rental Accommodation.

Full details of the Standard Instrument LEP and State Environmental Planning Policy changes can be found on the website of the NSW Department of Planning & Environment www.planning.nsw.gov.au

The Draft Housing Diversity SEPP proposes to:

1. introduce new definitions for build-to-rent housing, student housing and co-living;
2. amend some state-level provisions, particularly regarding boarding house and seniors housing development;
3. amend the state-level planning provisions used by the NSW Land and Housing Corporation (LAHC) for social housing developments undertaken on Government-owned land; and
4. consolidate three housing-related SEPPs
 - State Environmental Planning Policy (Affordable Rental Housing) 2009
 - State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004
 - State Environmental Planning Policy No 70 - Affordable Housing (Revised Schemes).

It is also proposed to simplify the pathway for major LAHC projects, such as those within the Communities Plus program, to become State Significant Development (SSD) under the State Environmental Planning Policy (State and Regional Development) (2011).

Full details can be found at <https://www.planning.nsw.gov.au/Policy-and-Legislation/Housing/Diverse-and-affordable-housing>

1.3 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 the Major Development State Environmental Planning Policy.

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 79C of the *Environmental Planning and Assessment Act* lists a DCP as a matter for consideration in determining a development application.

.....
Draft Exhibited Development Control Plan

No exhibited draft Development Control Plans apply to the land.

Technical Policies

Shellharbour City Council Stormwater Policy. Council has adopted the Shellharbour City Council Stormwater Policy that would apply to all lots within the Shellharbour City Local Government Area.

Exhibited Technical Policies

There are no Exhibited Technical Policies on this land.

- 1.4 In this clause, proposed environmental planning instrument includes a planning proposal for the LEP or a draft environmental planning instrument.**

2. ZONING AND LAND USE UNDER RELEVANT LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 above (other than a SEPP or proposed SEPP) that applies to the land:

- 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 the need for 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 centres; 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.

Exceptions

Shellharbour LEP 2013 - No.

- 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 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 minimum land dimensions so fixed?

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.

2.6 Does the land include or comprise a critical habitat?

Shellharbour LEP 2013 - No.

2.7 Is the land in a conservation area?

Shellharbour LEP 2013 - No.

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

Shellharbour LEP 2013 - No.

2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

This clause does not apply to the land.

3. COMPLYING DEVELOPMENT

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

3.2 The extent to which 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.

3.3 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.

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.

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.

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

Complying development under the Commercial and Industrial (New Buildings & Additions) 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.

Container Recycling Facilities Code

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

.....
4B ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

Whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

Not applicable.

5. MINE SUBSIDENCE

5.1 Is the land proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*?

No.

6. ROAD WIDENING AND ROAD REALIGNMENT

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

(A) Division 2 of Part 3 of the *Roads Act 1993*?

No.

(B) Any environmental planning instrument?

No.

(C) Any resolution of the Council?

No.

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

Is the land affected by a policy either adopted by Council OR adopted by any other public authority and notified to the Council (for the express purposes of its adoption by that authority being referred to in planning certificates issued by the Council) that restricts the development of the land because of the likelihood of:

7.1 Landslip

No.

7.2 Bushfire

No.

.....
7.3 Tidal Inundation

No.

7.4 Subsidence

No.

7.5 Acid Sulphate Soils

No

7.6 Any other risk

No.

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

7A.1 Is development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) 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.

7A.2 Is development on the land or part of the land for any other purpose 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.

7A.3 Words and expressions in this clause have the same meanings as in the Standard Instrument.

8. LAND RESERVED FOR ACQUISITION

8.1 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.

9. CONTRIBUTIONS PLAN

9.1 Which contributions plan/s apply to the land?

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

.....
9A BIODIVERSITY CERTIFIED LAND

9A.1 Is the land biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*?

No.

10. BIODIVERSITY STEWARDSHIP SITES

10.1 Is the land a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, that council is aware of?

No.

10A NATIVE VEGETATION CLEARING SET ASIDES

10A.1 Does the land contain a set aside area under section 60ZC of the *Local Land Services Act 2013* that council is aware of or is registered in the public register under that section?

No.

11. BUSH FIRE PRONE LAND

11.1 Is any of the land bushfire prone land as defined in the *Environmental Planning & Assessment Act 1979*?

Yes all the land is bushfire prone.

12. PROPERTY VEGETATION PLANS

12.1 Does a property vegetation plan under the *Native Vegetation Act 2003* 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 the Act?

No.

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

13.1 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.

14. DIRECTIONS UNDER PART 3A

14.1 Is there a direction by the Minister in force under section 75P(2)(c1) of the *Environmental Planning & Assessment Act 1979* that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect?

.....
No.

15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

- 15.1** If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies, is there a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land?

No.

- 15.2** If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies, have any terms of a kind referred to in clause 18(2) of that SEPP been imposed as a condition of consent to a development application granted after 11 October in respect of the land?

No.

16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS

- 16.1** Is there a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land?

No.

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

- 17.1** Is there a current site compatibility statement (affordable rental housing), of which the council is aware, in respect of proposed development on the land?

No.

- 17.2** Have any terms of a kind referred to in clause 17(1) or 38(1) of the *State Environmental Planning Policy (Affordable Rental Housing) 2009* been imposed as a condition of consent to a development application in respect of the land?

No.

18. PAPER SUBDIVISION INFORMATION

- 18.1** 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 consent ballot.

Not applicable.

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

Not applicable.

-
- 18.3 Words and expressions used in this clause have the same meaning as they have in Part 16C of the Environmental Planning & Assessment Regulation.

19. **SITE VERIFICATION CERTIFICATES**

- 19.1 Is there a current site verification certificate, of which the Council is aware, in respect of the land?

No.

- 19.2 The certificate ceases to be current on:

Not applicable.

- 19.3 A copy of the certificate may be obtained from the head office of the NSW Department of Planning and Environment.

20. **LOOSE-FILL ASBESTOS INSULATION**

- 20.1 Does the land include any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) 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.

21. **AFFECTED BUILDING NOTICES PRODUCT RECTIFICATION ORDERS**

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

No

- 21.2 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

- 21.3 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

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.

CONTAMINATED INFORMATION - 1a. There are no matters listed under Section 59(2) of the *Contaminated Land Management Act 1997* which should be specified on this certificate.

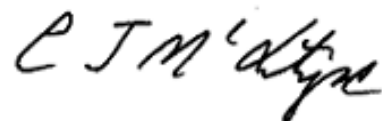
CONTAMINATED INFORMATION - 2a. The land is affected by a policy adopted by Council that restricts development of land if there is likelihood of contamination. Council has not assessed the likelihood of contamination of the land and cannot certify whether or not the policy restricts development of the land.

PART B: NOTATIONS

There are no Part B notations on this property.

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

Carey McIntyre
General Manager





Application: **9960665**
Your Ref: 180572

15 August 2018

Property: 1 NATIONAL AVE, SHELL COVE 2529
LOT 1 DP 1232347

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services
Customer Services

statement of cover	
Mackfield Wyer-Smith Construction Group Pty Ltd	TEAMCARE INSURANCE BROKERS
15/809 Pacific Highway	SUITE 1, 97 SHELLHARBOUR ROAD
CHATSWOOD NSW 2067	WARILLA NSW 2528

Note: This document contains an extract of details kept on the HBCF Certificates Register. To confirm the authenticity of this document as proof of a valid contract of insurance, please visit the Certificates Register at www.hbcfnsw.gov.au. The Register will also list whether any claims have been made on this insurance cover and any other relevant information.

CERTIFICATE IN RESPECT OF INSURANCE RESIDENTIAL BUILDING WORKS BY CONTRACTORS

A contract of insurance complying with sections 92 and 96 of the Home Building Act 1989 (the Act) has been issued by Insurance and Care NSW (icare) which provides services to the NSW Self Insurance Corporation in the management of the Home Building Compensation Fund (HBCF)

In respect of	New Duplex, Dual Occupancy, Triplex &/or Terrace (Attached) Construction
At	
	1 National Avenue
	Shell Cove New South Wales 2529
Site plan No	NA
Site plan type	NA
Homeowner	Shift Constructions Pty Ltd
Carried out by	Mackfield Wyer-Smith Construction Group Pty Ltd
Builder job No	Job 108
Licence number	208044C
Contract sum	\$313,200.00
Contract date	30/05/2017
Premium paid	\$3,383.49

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the Home Building Compensation Fund website at www.hbcf.nsw.gov.au

Certificate No HBCF17032560
Issued on 21/06/2017
Issued by QBE Insurance (Australia) Limited

Issued on behalf of NSW Self Insurance Corporation (ABN 97 369 689 650)



CITY BUILDING APPROVALS

PRINCIPAL CERTIFYING AUTHORITY [PCA]

Unit 1 / 102A Industrial Rd
Oak Flats NSW NSW 2529
(p): Ph:0242 575326 Mob:0413963094
(e): info@citybuildingapprovals.com.au

ABN: 47 155 668 223

FINAL OCCUPATION CERTIFICATE 170166 (RESIDENTIAL)

Issued under Part 4A of the Environmental Planning and Assessment Act 1979 Sections 109C(1)(C) and 109H (Occupation/Use of a New Building)

APPLICANT DETAILS

Applicant:	Mackfield Wyer-Smith Construction Group Pty Ltd
Address:	P.O Box 270 , Warilla NSW 2528
Phone:	
Fax:	

OWNER DETAILS

Name of the person having benefit of the development consent:	Shift Constructions Pty Ltd
Address:	P.O Box 270 , Warilla NSW 2528
Phone:	

RELEVANT CONSENTS

Consent Authority / Local Government Area:	Shellharbour City Council
Development Consent Number:	0523/2016
Date Issued:	19/06/2017
Construction Certificate Number:	170166

PROPOSAL

Address of Development:	1 National Avenue, Shell Cove NSW 2529
Building Classification:	1a, 10a
Scope of Building Works Covered by this Notice:	TWO TOWNHOUSES WITH GARAGES AND TORRENS TITLE SUBDIVISION
Attachments:	Schedule 1
Fire Safety Schedule:	N/A
Exclusions:	

PRINCIPAL CERTIFYING AUTHORITY

Certifying Authority:	Mile Petrovski
Accreditation Body:	BPB 1924

DETERMINATION

Approval Date:	22/03/2018
-----------------------	------------

I, Mile Petrovski, as the certifying authority, certify that:

- I have been appointed as the Principal Certifying Authority under s109E;
- A current Development Consent or Complying Development Certificate is in force with respect to the building;
- A Construction Certificate has been issued with respect to the plans and specifications for the building;
- The building is suitable for occupation or use in accordance with its Classification under the Building Code of Australia;
- Where required, a final Fire Safety Certificate has been issued for the building;
- Where required, a report from the Commissioner of Fire Brigades has been considered.

Mile Petrovski

FOR CONSTRUCTION

BASIX COMMITMENTS:

BASIX Certificate No. : 783761S, issued 12 December 2016 (or as superseded)

BASIX Certificate No. : 783762S, issued 12 December 2016 (or as superseded)

PROPOSED TWO TOWNHOUSES WITH GARAGES AND TORRENS TITLE SUBDIVISION

at
LOT 6731, D.P. 1174570, 1 NATIONAL AVENUE
SHELL COVE 2529 NSW
ISSUE C - FOR CONSTRUCTION

JULY 2017

NOTE:

THE PROPOSED DEVELOPMENT HAS BEEN CLASSIFIED AS BAL - 12.5
Refer to Bushfire Risk Assessment and Protection Measures for details

DRAWING LIST:

- A01 PRELIMINARY TORRENS TITLE SUBDIVISION PLAN 1 : 200
- A02 SITE PLAN 1 : 200
- A03 HOUSE 01 _ GROUND FLOOR PLAN 1 : 100
- A04 HOUSE 01 _ FIRST FLOOR PLAN 1 : 100
- A05 HOUSE 01 _ ROOF PLAN 1 : 100
- A06 HOUSE 01 _ SECTION A - A 1 : 100
- A07 HOUSE 01 _ ELEVATION 1 : 100
- A08 HOUSE 01 _ ELEVATION 2 : 100
- A09 HOUSE 01 _ ELEVATION 3 : 100
- A10 HOUSE 01 _ ELEVATION 4 : 100
- A11 HOUSE 02 _ GROUND FLOOR PLAN 1 : 100
- A12 HOUSE 02 _ FIRST FLOOR PLAN 1 : 100
- A13 HOUSE 02 _ ROOF PLAN 1 : 100
- A14 HOUSE 02 _ SECTION B - B 1 : 100
- A15 HOUSE 02 _ ELEVATION 1 : 100
- A16 HOUSE 02 _ ELEVATION 2 : 100
- A17 HOUSE 02 _ ELEVATION 3 : 100
- A18 HOUSE 02 _ ELEVATION 4 : 100
- A19 HOUSE 01 _ WINDOW & DOOR SCHEDULE 1 : 100
- A20 HOUSE 02 _ WINDOW & DOOR SCHEDULE 1 : 100
- A21 WASTE MANAGEMENT PLAN 1 : 200
- A22 SAFETY PLAN 1 : 200



STILETTO HOMES

LEGEND:

AHD	Australian Height Datum	FRG	Fridge	SB	Steel beam
AS	Australian Standard	FW	Floor waste	SC	Steel column
BCA	Building Code of Australia	GRB	Gas meter board	SHR	Shower
BAL	Balustrade - metal	GL	Ground line	SK	Sink
BO	Building over	X GP	Gas point	SKY	Skylight
BTH	Bath	HR	Handrail	SLD	Sliding door
BU	Building under	+HC	Hose cock	ST	Storage
CBD	Cupboard	HW	Hot water system	SOD	Sectional overhead door
CC	Concrete column	L	Linen	TP	Timber post
D	Door	LDY	Laundry	V	Vanity
DP	Downpipe	PH	Manhole	W	Window
DP&S	Rainwater downpipe & spreader	OG	Obscure glazing	AW	Awning opening - window
DW	Dishwasher	OV/CT	Oven / cooktop	WC	Water closet
EDB	Electrical distribution board	P	Pantry	WR	Walk in robe
ENS	Ensuite	R	Robe	WM	Washing machine
EGL	Existing ground line	RF	Roof flashing	00.00	existing level to AHD
ENS	Ensuite	RO	Roof over	RL 00.00	Proposed structural level to AHD
F	Fixed glazing	RWG	Rainwater gutter	FFL 00.00	Proposed finished level to AHD
GL	Ground line	RWT	Rainwater tank		
GL	Ground line	sls	Sliding door / window		

SCHEDULE FOR BASIX REQUIREMENTS				
LOT 6731, 1 NATIONAL AVENUE, SHELL COVE 2529, NSW / HOUSES 01 & 02 /				
ITEM	REQUIREMENT UNDER BASIX		CERTIFIER CHECK	
	Unit 1	Unit 2		
FIXTURES				
Shower Heads	3 star (>7.5 but <=9 L/min)	3 star (>7.5 but <=9 L/min)	Yes	
Toilet Flushing System	4 Star	4 Star	Yes	
Kitchen Taps	4 Star	4 Star		
Bathroom Taps	4 Star	4 Star		
RAINWATER TANK				
Rainwater Tank	1500 Litre minimum capacity	1500 Litre minimum capacity	Yes	
Roof Area Collection	Rainwater tank to collect roof runoff from at least 75 square metres	Rainwater tank to collect roof runoff from at least 70 square metres	Yes	
Rainwater Tank Connection	Tank to be connected to toilet flushing system	Tank to be connected to Toilet flushing system	Yes	
Rainwater Tank Connection	Minimum one outdoor tap.	Minimum one outdoor tap.	Yes	
THERMAL COMFORT				
	The development is to be constructed with all the thermal performance specifications set out in the Basic Certificate	The development is to be constructed with all the thermal performance specifications set out in the Basic Certificate		
NatHERS Energy Requirement	- R1.36 to external walls - R1.45 (up) to ceiling; foil backed blanket 55mm to roof - U Value 6.44; SHGC 0.75 to all awning windows - U Value 6.44; SHGC 0.75 to all sliding windows/doors	- R1.36 to external walls - R1.45 (up) to ceiling; foil backed blanket 55mm to roof - U Value 6.44; SHGC 0.75 to all awning windows - U Value 6.44; SHGC 0.75 to all sliding windows/doors		
ENERGY COMMITMENTS				
Hot Water	Gas instantaneous 5 star	Gas instantaneous 5 star	Yes	
Cooling System	Living areas and bedrooms, no cooling system or ducting to be installed	Living areas and bedrooms, no cooling system or ducting to be installed	Yes	
Heating System	Living areas and bedrooms, no heating system or ducting to be installed	Living areas and bedrooms, no heating system or ducting to be installed	Yes	
Bathroom Ventilation	Individual fan not ducted Manual on/off switch	Individual fan not ducted Manual on/off switch	Yes	
Kitchen Ventilation	Individual fan ducted to faade or roof. Manual on/off switch	Individual fan ducted to faade or roof. Manual on/off switch	Yes	
Laundry Ventilation	Individual fan not ducted Manual on/off switch	Individual fan not ducted Manual on/off switch	Yes	
Clothes Line	Private outdoor clothes line	Private outdoor clothes line		
Kitchen Appliances	Gas cooktop, electric oven	Gas cooktop, electric oven		

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Verify all dimensions on site and ensure any discrepancies are noted and corrected prior to construction.

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Date	Description	Issue
12/12/2016	FOR DEVELOPMENT APPLICATION	A
21/06/2017	FOR CONSTRUCTION	B
17/07/2017	FOR CONSTRUCTION - minor amendments to house 01	C

Project:		Proposed two townhouses with garages and Torrens Title Subdivision at Lot 6731, D.P. 1174570, 1 National Avenue, Shell Cove 2529 NSW	
Drawing Title:		TITLE PAGE	
Project No.:		AN_2016_01	
Drawing No.:		A00	
Date:	JULY 2017	Scale:	1 : 100
Sheet:	A3	Issue:	C

FOR CONSTRUCTION

NATIONAL AVENUE

CONTOURS AND LEVELS FROM SURVEY PREPARED BY
CRAVEN, ELLISTON & HAYES (CAEPTO) PTY LTD.
CONSULTING LAND ENGINEERING AND MINING SURVEYERS, TOWN PLANNERS

NOTES:

1. CONTOUR INTERVAL 0.20m MINOR AND 1.00m MAJOR
2. ONLY VISIBLE SERVICES HAVE BEEN SURVEYED
3. PRELIMINARY TORRENS TITLE SUBDIVISION PLAN TO BE VERIFIED BY A REGISTERED SURVEYOR

NOTES:

ALL EXISTING SITE (STYLET) TREES WHICH WILL BE PROTECTED MUST BE ENCLOSED WITH TEMPORARY PROTECTIVE FENCING TO PREVENT ANY ACTIVITIES, STORAGE OR DISPOSAL OF MATERIALS WITHIN THE FENCED AREA

• To condition 11. From the DA Consent

THE PROTECTIVE FENCE MUST:

1. BE LOCATED A MINIMUM OF 1.5m OF THE BASE OF THE TREE
2. HAVE A MINIMUM HEIGHT OF 1.5m
3. BE CLEARLY MARKED AT ALL TIMES WITH THE USE OF HIGH VISIBILITY PLASTIC HAZARD TAPES

HOUSE NUMBERING:

• To condition 3. from the DA Consent

PROPOSED HOUSE 1 - 1 NATIONAL AVENUE, SHELL COVE

PROPOSED HOUSE 2 - 3 HORIZONS AVENUE, SHELL COVE

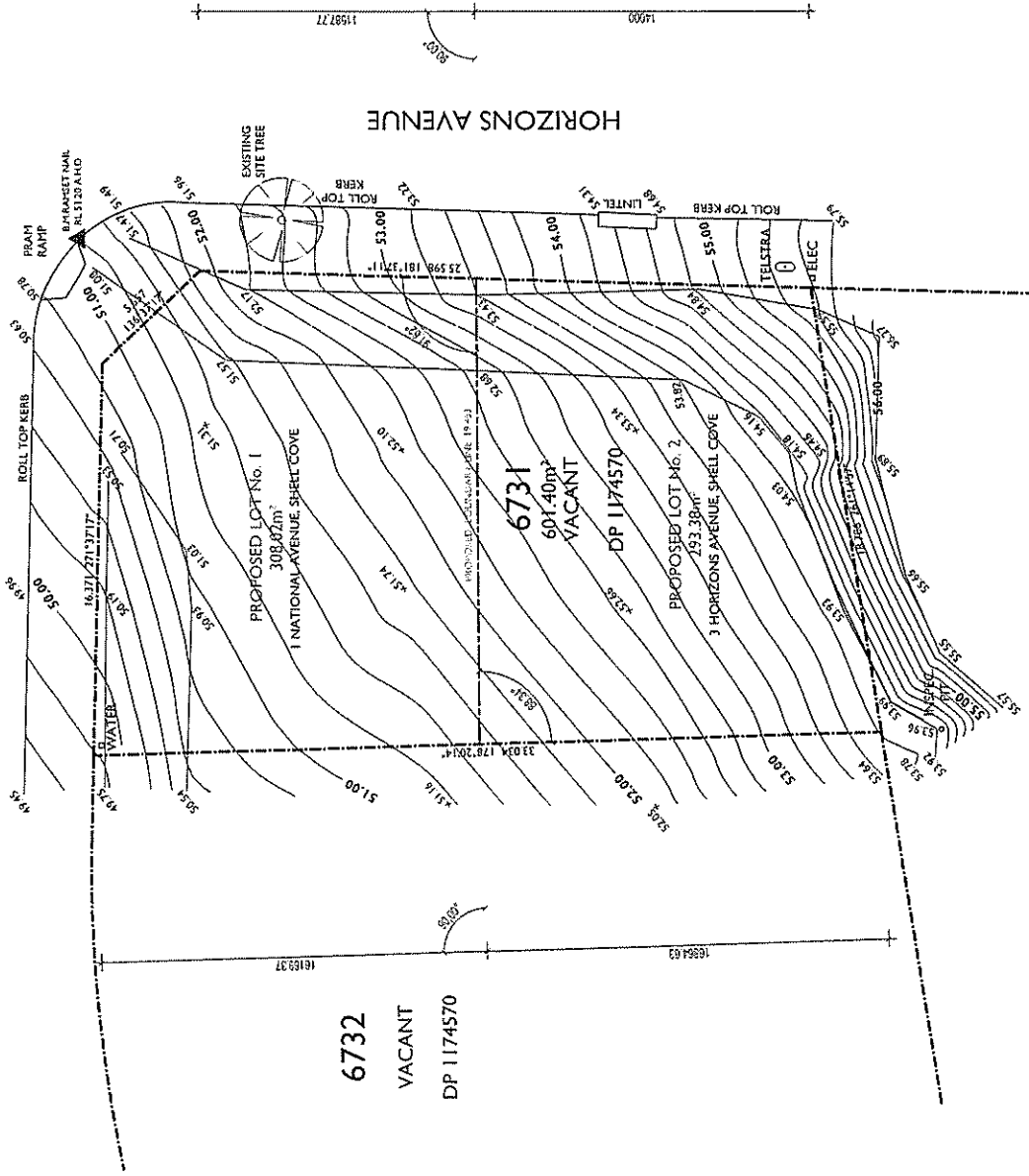
NOTE:

HOUSES 01.02 - BAL - 11.5

Refer to Bushfire Risk Assessment and Protection Measures for details

Areas:	(m ²)
LOT 6731	601.40 m ²
PROPOSED LOT No. 1	308.02 m ²
PROPOSED LOT No. 2	293.38 m ²
Total Area - Proposed Lots	601.40 m ²

Scale 1:200
0 1m 2m 5m 10m 20m



PRELIMINARY TORRENS TITLE SUBDIVISION PLAN SCALE 1:200_A3

Date:	Description:	Issue:
12/12/2016	FOR DEVELOPMENT APPLICATION	A
21/05/2017	FOR CONSTRUCTION	B
17/07/2017	FOR CONSTRUCTION - minor amendments to Issue 01	C

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This drawing is to be used in conjunction with other documentation in the drawing set.

Project:	Proposed two townhouses with garages and Torrens Title Subdivision at Lot 6731, D.P. 1174570, 1 National Avenue, Shell Cove 2523 NSW
Drawing Title:	PRELIMINARY TORRENS TITLE SUBDIVISION PLAN
Project No.:	AN_2016_01
Date:	JULY 2017
Scale:	1:200
Sheet:	A3
Issue:	C

FOR CONSTRUCTION

CONTOURS AND LEVELS FROM SURVEY PREPARED BY
GRAVEN, ELLISTON & HAYES (DAFCO) PTY LTD
CONSULTING LAND, ENGINEERING AND MINING SURVEYORS, TOWN PLANNERS

NOTES:

1. CONTOUR INTERVAL 0.20m PER 5m AND 1.00m MAJOR
2. ONLY VISIBLE SERVICES HAVE BEEN SURVEYED
3. PRELIMINARY TORRENS TITLE SUBDIVISION PLAN TO BE VERIFIED BY A REGISTERED SURVEYOR

NOTES:

1. ARCHITECTURAL DRAWINGS ARE TO BE READ IN CONJUNCTION WITH THE CIVIL ENGINEERS DOCUMENTATION
2. ARCHITECTURAL DRAWINGS ARE TO BE READ IN CONJUNCTION WITH THE LANDSCAPING CONCEPT PLAN
3. REFER TO THE CIVIL ENGINEERS DOCUMENTATION FOR DRAINAGE AND STORM WATER DETAILS AND ALL EXTERNAL SURFACE LEVELS

F.S.R. CALCULATIONS

Areas : (m²)

House 01 - Gross Floor Area 147.64 m²

House 02 - Gross Floor Area 152.22 m²

Gross Floor Area of Proposed Houses 299.86 m²

Site Area 601.40 m²

F.S.R. 0.4986 : 1 or 49.86%

NOTE:

HOUSES 01, 02 - BAL - 12.5

Refer to Bushfire Risk Assessment and Protection Measures for details

Areas : (m²)

LOT 6731 601.40 m²

PROPOSED LOT No. 1 308.02 m²

PROPOSED LOT No. 2 293.38 m²

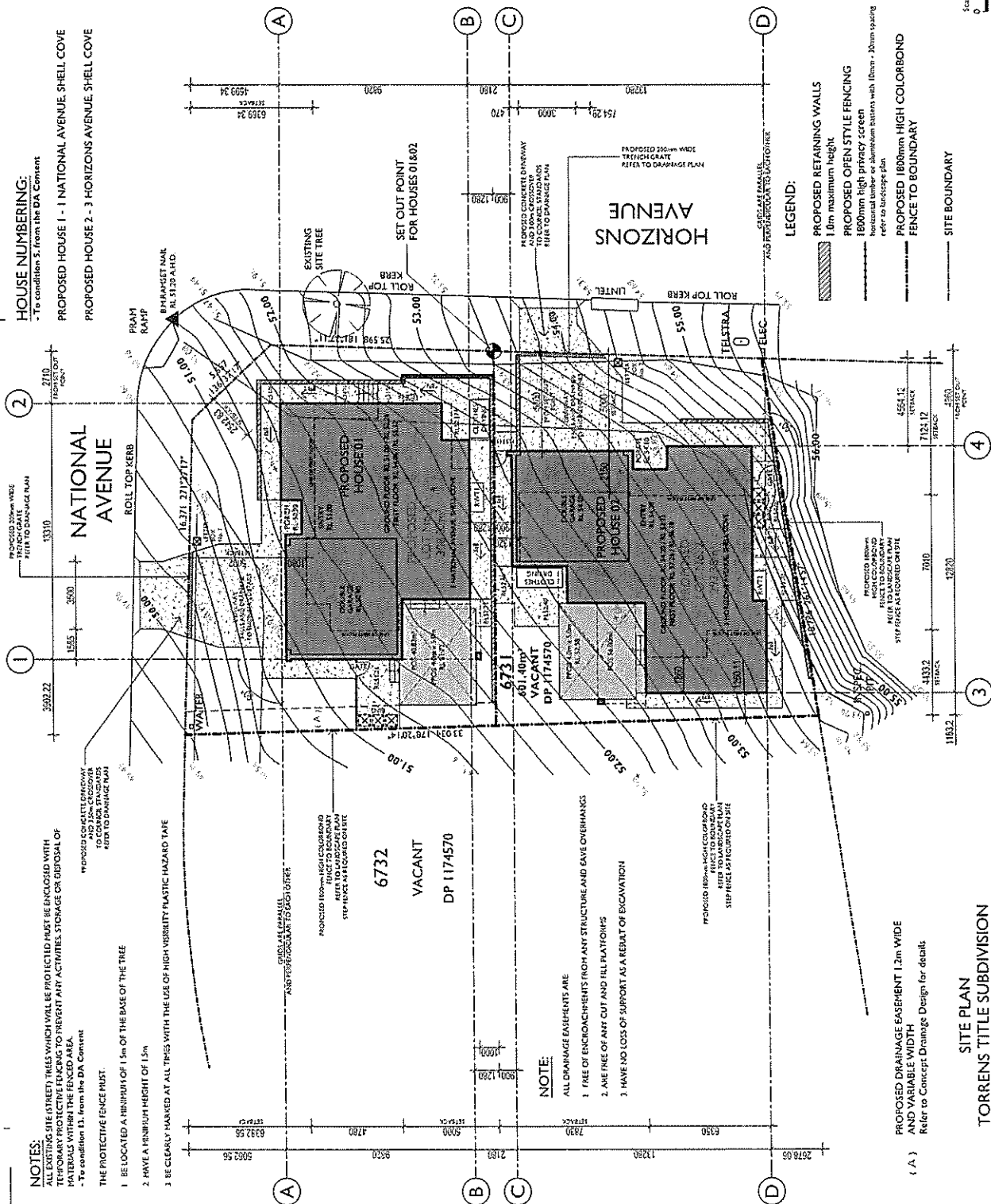
Total Area - Proposed Lots 601.40 m²

Scale 1:200
0 5m 10m 20m

HOUSE NUMBERING:
- To condition 5, from the DA Consent

PROPOSED HOUSE 1 - 1 NATIONAL AVENUE, SHELL COVE

PROPOSED HOUSE 2 - 3 HORIZONS AVENUE, SHELL COVE



SITE PLAN
TORRENS TITLE SUBDIVISION
SCALE 1:200, A3

Date	Description	Issue
12/12/2016	FOR DEVELOPMENT APPLICATION	A
21/04/2017	FOR CONSTRUCTION	B
17/07/2017	FOR CONSTRUCTION - minor amendments to house 01	C

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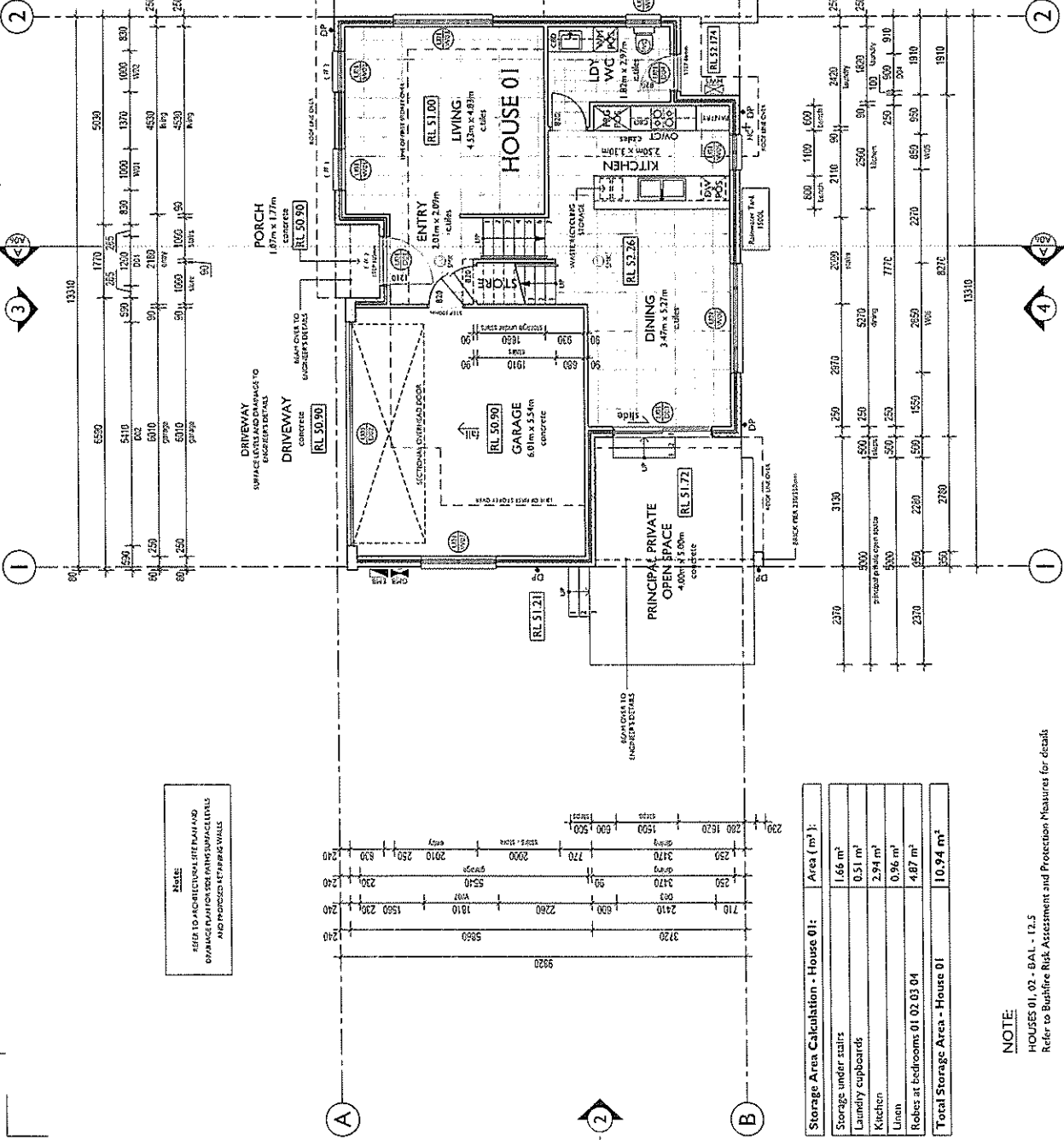
STILETTO HOMES

Project:	Proposed two townhouses with garages and Torrens Title Subdivision at Lot 6731, D.P. 1174570, 1 National Avenue, Shell Cove 2529 NSW
Drawing title:	SITE PLAN
Project No.:	AN_2016_01
Date:	JULY 2017
Scale:	1:200
Sheet	A3
Issue:	C

FOR CONSTRUCTION

NOTES:
THE DRAWINGS MUST BE CONSTRUCTED WITH THE MINIMUM ACOUSTIC ATTENUATION MEASURES SPECIFIED BELOW
- To condition 21, from the DA Consent

- Windows and glazed doors having a view in the direction of any acoustic fencing must have minimum acoustic measure of 10m glassing fixed with acoustic seal (PVC).
- Windows and glazed doors having a view in the direction of any acoustic fencing must have minimum acoustic measure of 10m glassing fixed with acoustic seal (PVC).
- Windows and doors having no view in the direction of any acoustic fencing require only standard windows and doors.
- Entrance doors having a view in the direction of any acoustic fencing must have an acoustic measure of 35mm solid core timber door, acoustically sealed around the full perimeter.
- Entrance doors having no view in the direction of any acoustic fencing require only standard doors.



NOTE:

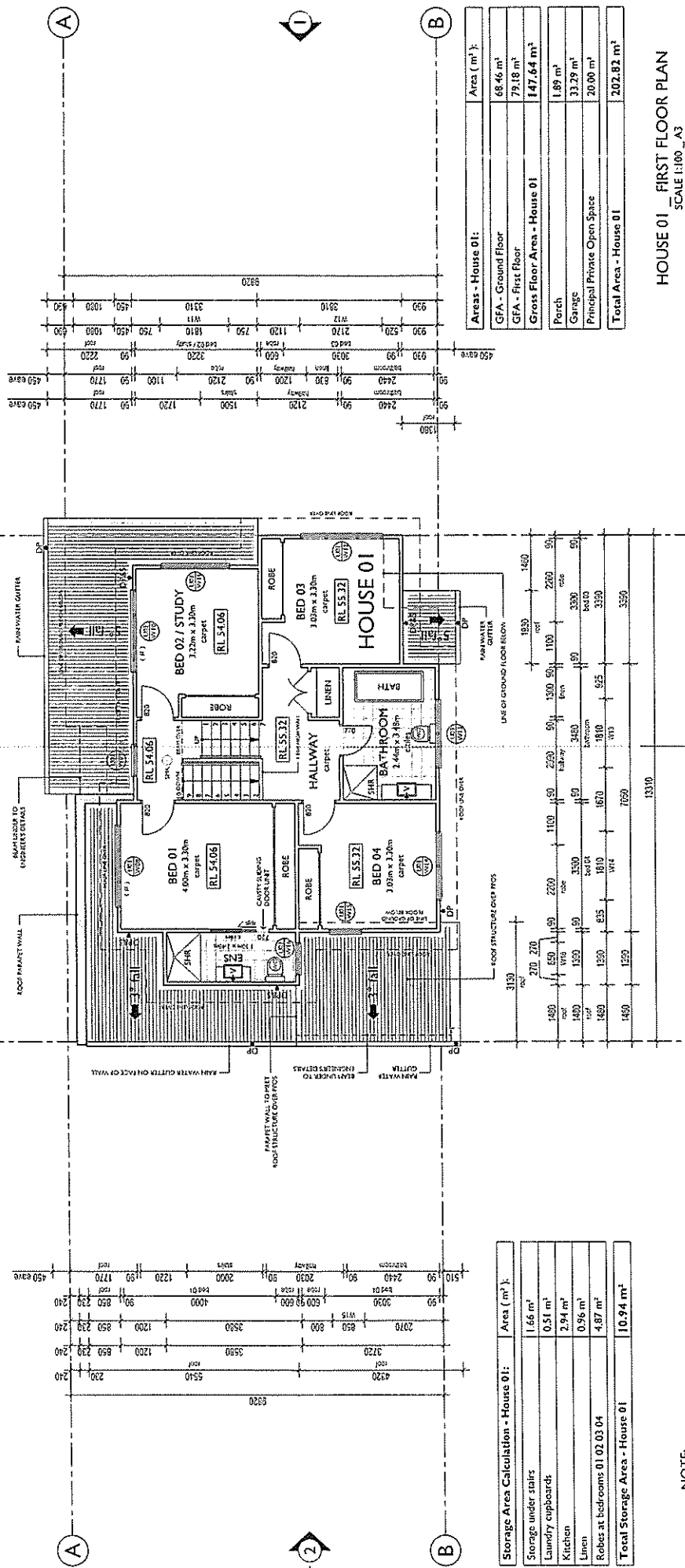
HOUSES 01, 02 - 8A1 - 12.5
Refer to Baseline Risk Assessment and Protection Measures for details

Date:	Discipline:	Issue:
	FOR DEVELOPMENT APPLICATION	A
	FOR CONSTRUCTION	B
	FOR CONSTRUCTION - minor amendments to house 01	C
Project:		
Proposed two townhouses with garages and terraces (the Subdivision at Lot 6731, DP, 1174570, 1 National Avenue, Shell Cove 2559 NSW)		
Drawing Title:		
HOUSE 01 - GROUND FLOOR PLAN		
Project No.:		
AN_2016_01		
Drawing No.:		
A03		
Scale:		
1:100		
Sheet:		
A3		
Issue:		
C		

FOR CONSTRUCTION

NOTES:
THE DWELLINGS MUST BE CONSTRUCTED WITH THE MINIMUM ACOUSTIC ATTENUATION MEASURES SPECIFIED BELOW:
- To condition 31, from the DA Consent

- Windows and glazed doors having a view in the direction of any acoustic fencing must have a minimum acoustic measure of 6mm glazing fitted with acoustic seals (SCTC).
- Windows and glazed doors having a view in the direction of any acoustic fencing must have a minimum acoustic measure of 6mm glazing fitted with acoustic seals (SCTC).
- Windows and doors having no view in the direction of any acoustic fencing requires only standard windows and doors.
- Entrance doors having a view in the direction of any acoustic fencing must have an acoustic measure of 30mm solid solid core timber doors, acoustically sealed around the full perimeter.
- Entrance doors having no view in the direction of any acoustic fencing requires only standard doors.



NOTE:

HOUSES 01, 02 - BAL - 12.5
Refer to Building Risk Assessment and Protection Measures for details

<div> </div>	Project:	Proposed two townhouses with garages and Torrens title Subdivision at Lot 6/31, DP 1174570, 1 National Avenue, Shell Cove 2523 NSW			
	Drawing Title:	HOUSE 01 - FIRST FLOOR PLAN			
	Project No.:	AN - 2016_01	Scale:	1:100	Sheet
	Date:	JULY 2017	Scale:	A3	Issue: C

100%



NOTE:
HOUSES 01, 02 - BAL - 12.5
Refer to Bushfire Risk Assessment and Protection Measures for details

[illegible]

THE DWELLINGS MUST BE CONSTRUCTED WITH THE MINIMUM ACOUSTIC ATTENUATION MEASURES SPECIFIED BELOW:

- [illegible]



HOUSE 01 SECTION A - A
SCALE 1:100 A3

HOUSE 01, 02 - BAL - 12.5
Refer to Bushfire Risk Assessment and Protection Measures for details

Date	Description	Issue	Notes
12.12.2016	FOR DEVELOPMENT APPLICATION	A	These drawings remain the exclusive copyright of Stiletto Homes. Reproduction in any form, whether electronic, digital or otherwise, without the prior written consent of Stiletto Homes is prohibited.
21.09.2017	FOR CONSTRUCTION	B	These drawings are not to be used for any construction prior to the date of issue. Any construction prior to this date is at the owner's risk.
17.07.2017	FOR CONSTRUCTION - minor amendments to house 01	C	This drawing is to be used for construction with other documentation in the drawing set.

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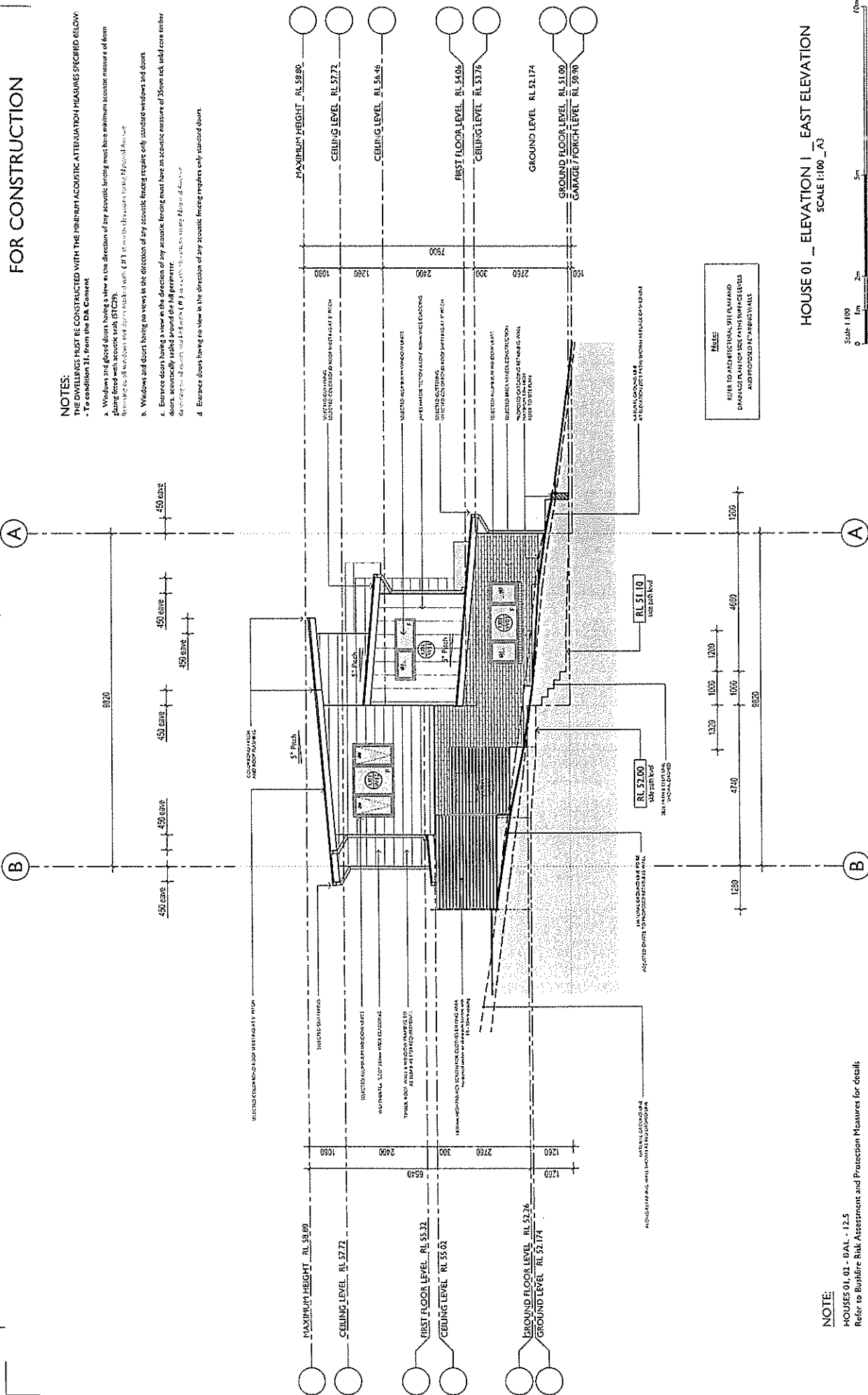
This drawing is to be read in conjunction with other documentation in the drawing set.

FOR CONSTRUCTION

NOTES:

THE DWELLINGS MUST BE CONSTRUCTED WITH THE MINIMUM ACOUSTIC ATTENUATION HEADWATER SPECIFIED BELOW:

- To condition 31, from the DA Consent
- a. Windows and glazed doors having a view in the direction of any acoustic fencing must have a minimum acoustic measure of 20mm glass with acoustic seals (STC20).
- b. Windows and doors having no view in the direction of any acoustic fencing require only standard windows and doors.
- c. Entrance doors having a view in the direction of any acoustic fencing must have an acoustic measure of 30mm rock wool core timber doors, acoustically sealed around the full perimeter.
- d. Entrance doors having no view in the direction of any acoustic fencing require only standard doors.



NOTE:

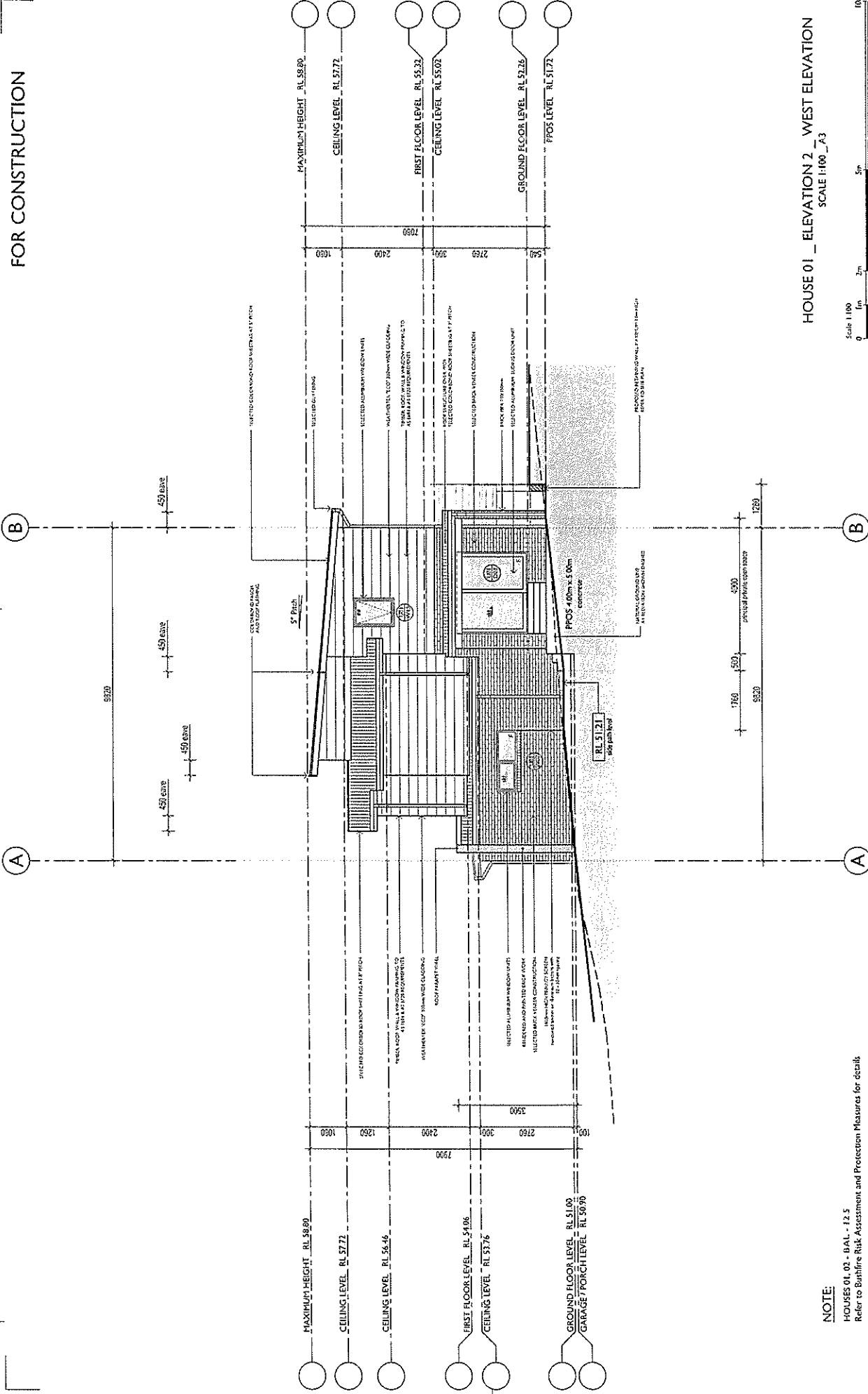
HOUSES 01, 02 - BAL - 12.5
Refer to Bushfire Risk Assessment and Protection Measures for details

Date:	12/12/2016	Description:	FOR DEVELOPMENT APPLICATION	Issue:	A
	31/05/2017		FOR CONSTRUCTION		B
	17/07/2017		FOR CONSTRUCTION - minor amendments to Issue 01		C
Project:	Proposed two townhouses with garages and Torrens Title Subdivision at Lot 67/31, D.P. 1174570, 1 National Avenue, Shell Cove 2553 NSW	Project No.:	AN_2016_01	Scale:	1:100
Drawing Title:	HOUSE 01 - ELEVATION 1	Sheet:	A3	Issue:	C
Date:	JULY 2017				



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FOR CONSTRUCTION



NOTE:

HOUSES 01, 02 - B.A.L. - 12.5
Refer to Bushfire Risk Assessment and Protection Measures for details

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This drawing is to be used in conjunction with other documentation in the drawing set.

Date	Description	Issue
12.12.2016	FOR DEVELOPMENT APPLICATION	A
21.06.2017	FOR CONSTRUCTION	B
17.07.2017	FOR CONSTRUCTION - minor amendments to House 01	C

Project: Proposed two townhouses with garages and Torrens title Subdivision at Lot 6731, D.P. 1174570, 1 National Avenue, Shell Cove 2529 NSW	
Drawing Title: HOUSE 01 - ELEVATION 2	
Project No: AN_2016_01	Drawing No: A08
Date: JULY 2017	Scale: 1:100
Sheet: A3	Issue: C

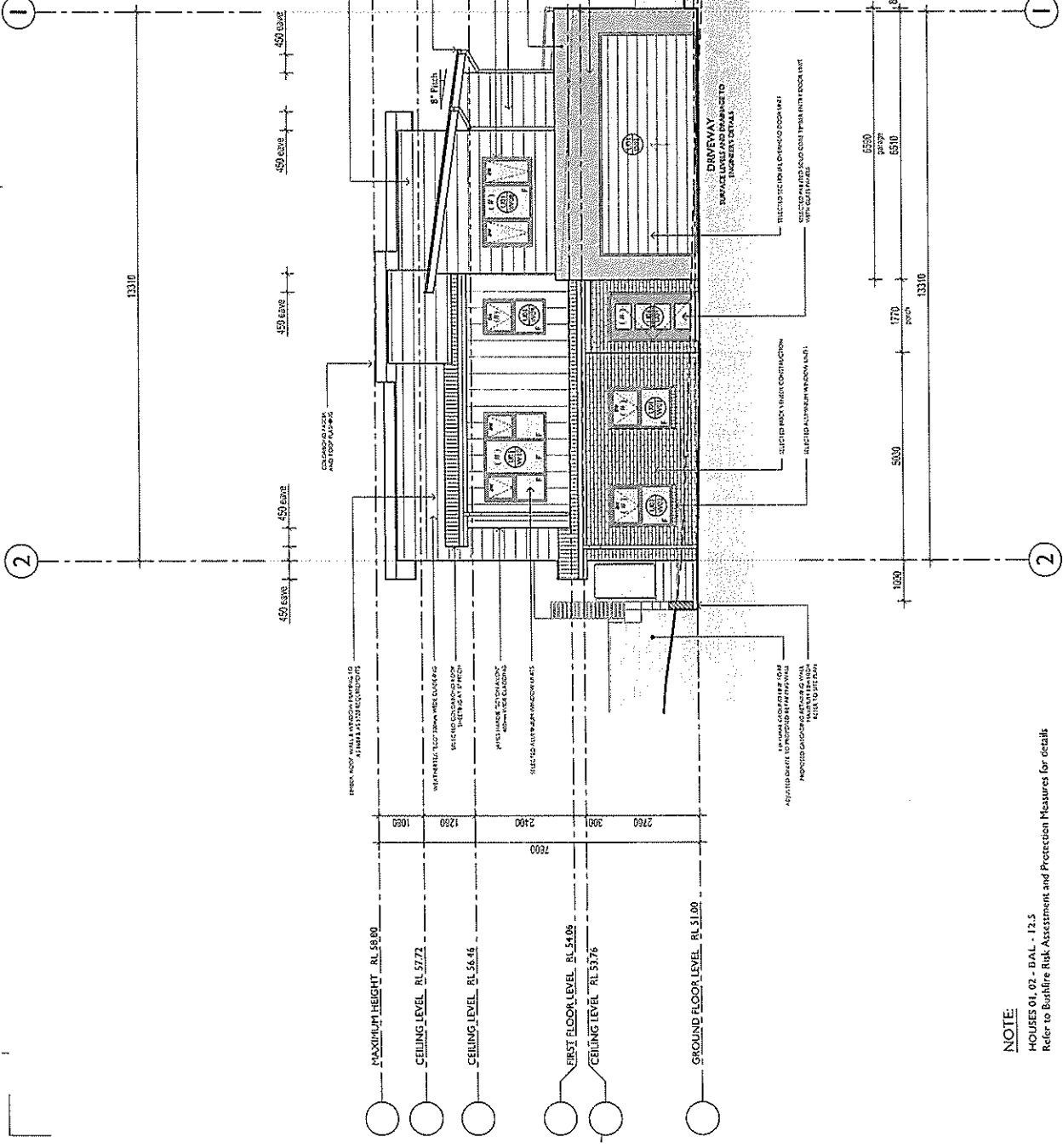


SILETA HOMES

FOR CONSTRUCTION

NOTES:
THE DWELLINGS MUST BE CONSTRUCTED WITH THE MINIMUM ACOUSTIC ATTENUATION MEASURES SPECIFIED BELOW:
• To condition 21, from the DA Consent

- Windows and glazed doors having a view in the direction of any acoustic fencing must have minimum acoustic measure of fence glazing fitted with acoustic seal (STC20).
- Windows and glazed doors having a view in the direction of any acoustic fencing require only standard windows and doors.
- Entrance doors having a view in the direction of any acoustic fencing must have an acoustic measure of 35mm tick solid core under doors, acoustically sealed around the full perimeter.
- Entrance doors having a view in the direction of any acoustic fencing requires only standard doors.



NOTE:
HOUSE 01, 02 - BAL - 12.5
Refer to Bushfire Risk Assessment and Protection Measures for details

Scale 1:100
0 2m 5m 10m

Date:	12/12/2016	Description:	FOR DEVELOPMENT APPLICATION	Issue:	A
Date:	21/06/2017	Description:	FOR CONSTRUCTION	Issue:	B
Date:	17/07/2017	Description:	FOR CONSTRUCTION - minor amendments to House 01	Issue:	C

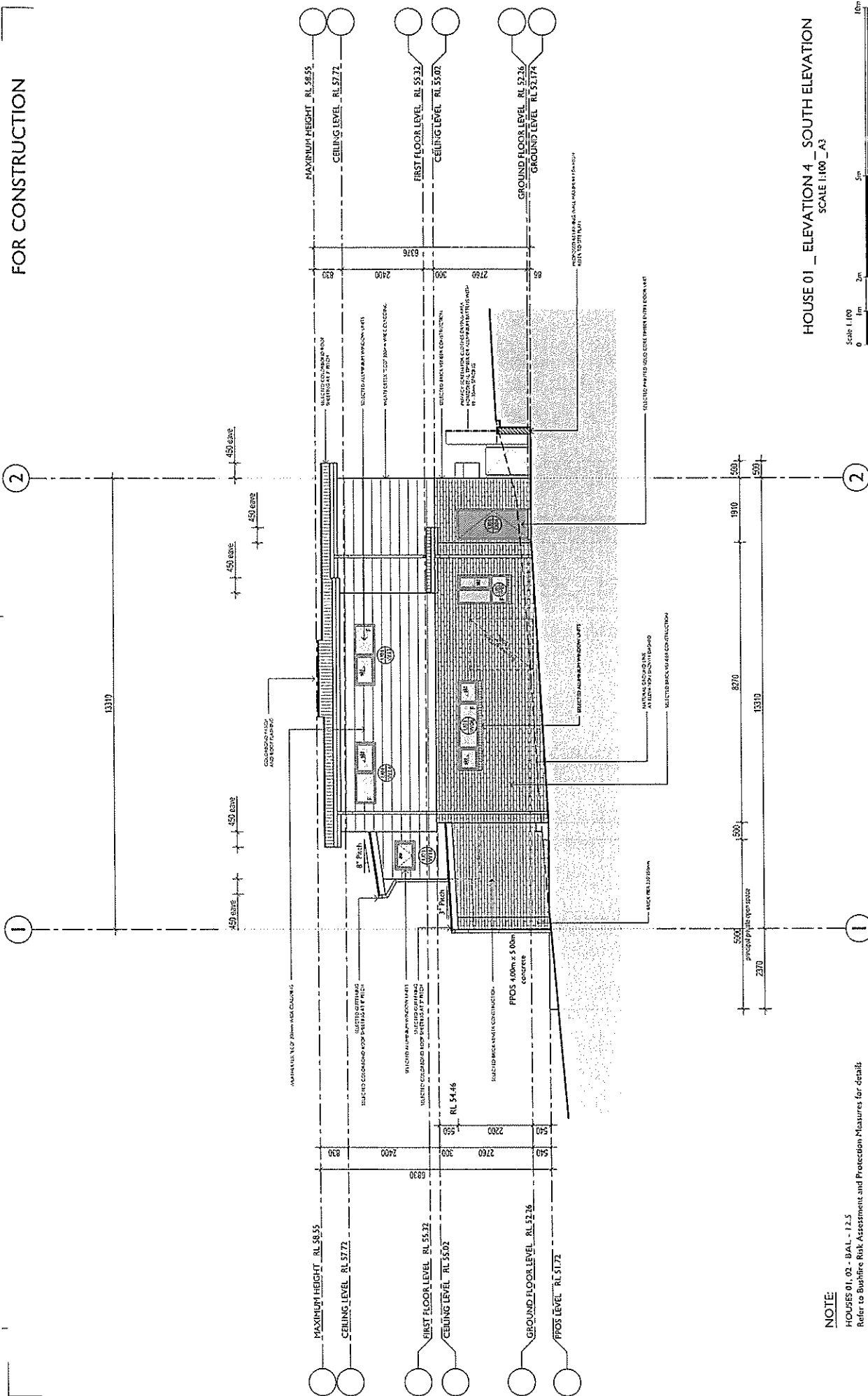
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Project:	Proposed two townhouses with garages and Torrens Title Subdivision at Lot 6731, D.P. 1174570, 1 National Avenue, Shell Cove 2529 NSW
Drawing Title:	HOUSE 01 _ ELEVATION 03
Project No:	AN_2016_01
Date:	JULY 2017
Scale:	1:100
Sheet:	A3
Issue:	C



STREET TO HOMES

FOR CONSTRUCTION



NOTE:

HOUSES 01, 02 - BAL - 12.5
Refer to Bushfire Risk Assessment and Protection Measures for details

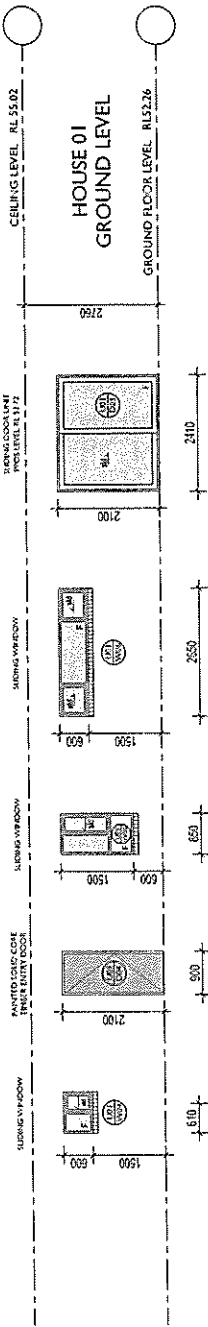
Date:	Description:	Issue:	Project:	Project No.:	Date:	Scale:	Sheet:	Issue:
12/12/2016	FOR DEVELOPMENT APPLICATION	A	Proposed two townhouses with garages and Torrens Title Subdivision at Lot 6731, D.P. 1174570, 1 National Avenue, Shell Cove 2559 NSW	AN_2016_01	JULY 2017	1:100	A3	C
21/06/2017	FOR CONSTRUCTION	B	Drawing Title: HOUSE 01 _ ELEVATION 4					
17/07/2017	FOR CONSTRUCTION - minor amendments to Issue 01	C						

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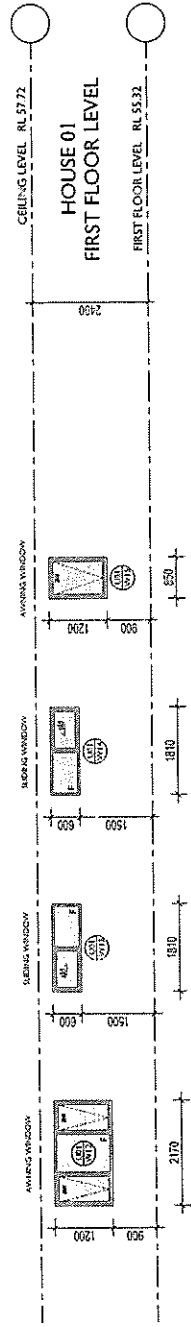
STILETTO HOMES

NOTE



- To condition Z1 - from the DA Consent

4. Windows and glazed doors having a view in the direction of any acoustic fencing must have minimum acoustic measure of 10mm.
5. Windows and glazed doors having a view in the direction of any acoustic fencing must have minimum acoustic measure of 10mm, glazed fitted with acoustic seals (DGF).
6. Windows and doors having a view in the direction of any acoustic fencing must have an acoustic measure of 13mm solid core timber (DGF).
7. Windows and doors having a view in the direction of any acoustic fencing must have an acoustic measure of 13mm solid core timber doors, acoustically sealed around the full perimeter (DGF).
8. Windows and doors having a view in the direction of any acoustic fencing must have an acoustic measure of 13mm solid core timber doors, acoustically sealed around the full perimeter (DGF).



Date:	Description:	Issue:	Notes:
12.12.2016	FOR DEVELOPMENT APPLICATION	A	<p>These drawings remain the exclusive copyright of Seldene Horne Ltd. Reproductions in any form without document digital or otherwise shall not be allowed except by express permission granted in writing by Seldene Horne Ltd.</p> <p>Verily all dimensions on plan and refer any discrepancies before proceeding with the works.</p> <p>These drawings are not to be scaled. Lined dimensions shall be used in all cases.</p> <p>This drawing is to be read in conjunction with other documentation in this cover sheet.</p>
21.06.2017	FOR CONSTRUCTION	B	
17.07.2017	FOR CONSTRUCTION - minor amendments to house 01	C	

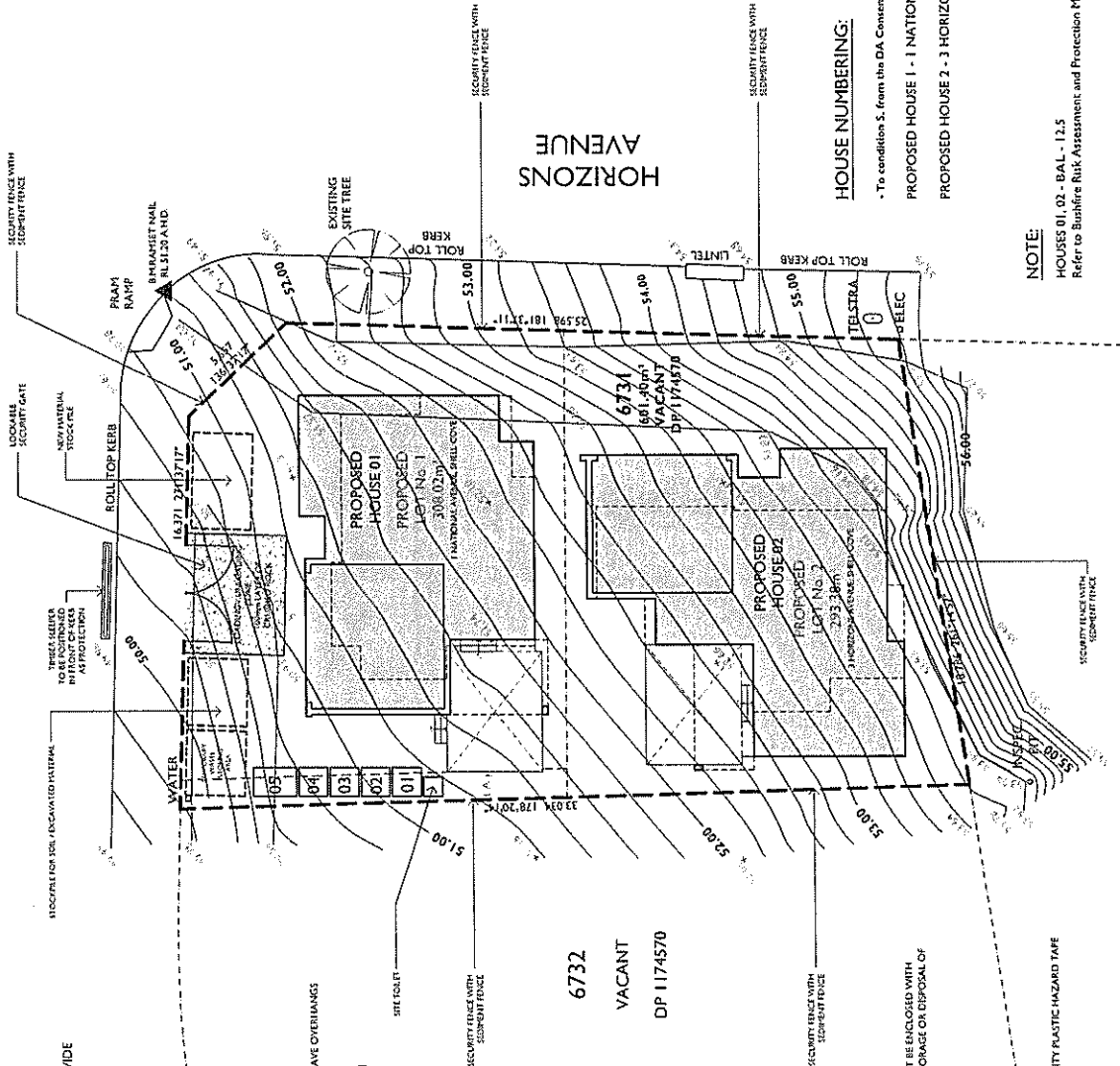
NATIONAL AVENUE

FOR CONSTRUCTION

CONTOURS AND LEVELS FROM SURVEY PREPARED BY

CRAVEN ELLISTON & HAYES (CAPT) PTY LTD
CONSULTING LAND ENGINEERING AND MINING SURVEYS TOWN PLANNERS

(A)
PROPOSED DRAINAGE EASEMENT 1.2m WIDE
AND VARIABLE WIDTH
Refer to Concept Drainage Design for details



NOTE:

- ALL DRAINAGE EASEMENTS ARE
1. FREE OF ENCROACHMENTS FROM ANY STRUCTURE AND GAVE OVERHANGS
 2. ARE FREE OF ANY CUT AND FILL PLATFORMS
 3. HAVE NO LOSS OF SUPPORT AS A RESULT OF EXCAVATION

NOTES:

- ALL EXISTING (STREET) TREES WHICH WILL BE PROTECTED MUST BE ENCLOSED WITH TEMPORARY PROTECTIVE FENCING TO PREVENT ANY ACTIVITIES, STORAGE OR DISPOSAL OF MATERIALS WITHIN THE FENCED AREA.
- To condition 13. from the DA Consent
- THE PROTECTIVE FENCE MUST:
1. BE LOCATED A MINIMUM OF 1.5m OF THE BASE OF THE TREE
 2. HAVE A MINIMUM HEIGHT OF 1.5m
 3. BE CLEARLY MARKED AT ALL TIMES WITH THE USE OF HIGH VISIBILITY PLASTIC HAZARD TAPE

NOTES:

1. CONTOUR INTERVAL 0.2m MINOR AND 1.0m MAJOR
2. ONLY VISIBLE SERVICES HAVE BEEN SURVEYED
3. PRELIMINARY TOWN PLANNING DIVISION PLAN TO BE VERIFIED BY A REGISTERED SURVEYOR

GENERAL NOTES:

CONCRETE PAVING, DELIVERY OF MATERIAL, LOADING AND UNLOADING OF THE MATERIAL TO BE DONE WITHIN THE CORNERS OF THE PROPERTY.

VEHICLES TO BE HOVED DOWN TO PREVENT SON / EXCAVATED MATERIAL BEING DEPOSITED ON ROADWAY.

ANY DAMAGE TO KERB / FOOTPATH TO BE RECTIFIED AT OWNERS EXPENSE

SON, EROSION AND SEDIMENTATION CONTROL PLAN - REFER TO LAND TECH AUSTRALIA PTY LTD

WASTE BAYS:

01. PLASTERBOARD / FIBRE CEMENT WASTE BAY
02. BRICK / TILES WASTE BAY
03. CONCRETE WASTE BAY
04. METAL WASTE BAY
05. GENERAL WASTE BAY

WASTE BAYS 1 - 4:

TO BE CONSTRUCTED USING 300mm CLOTH OR SEDIMENT FENCING. WHERE THE WASTE STRAIGHTS BACK UP OF LIGHT MATERIAL SUCH AS ASPHALT AND CARDBOARD. THE WASTE BAYS MUST CONSIST OF A CONTAINER FOR THE STORAGE OF THIS MATERIAL.

WASTE BAY 5:

A METAL WASTE CONTAINER WITH A MINIMUM CAPACITY OF FOUR AND A HALF CUBIC METERS MUST BE PROVIDED ON SITE FOR THE DISPOSAL OF "GENERAL WASTE DESIGNATED FOR LANDFILL"

HOUSE NUMBERING:

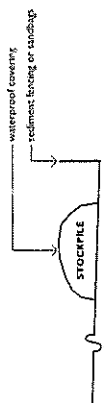
- To condition 5. from the DA Consent

PROPOSED HOUSE 1 - 1 NATIONAL AVENUE SHELL COVE

PROPOSED HOUSE 2 - 3 HORIZONS AVENUE SHELL COVE

NOTE:

HOUSES 01, 02 - BAL - 12.5
Refer to Bushfire Risk Assessment and Protection Measures for details




BUILDING MATERIAL STOCKPILES DETAIL NTS

Scale 1:200
0 1m 2m 5m 10m 20m

WASTE MANAGEMENT PLAN
SCALE 1:200_A3

Project: Proposed two townhouses with garages and Torrens Title Subdivision at Lot 6731, D.P. 1174570, 1 National Avenue, Shell Cove 2529 NSW		Project Title: WASTE MANAGEMENT PLAN	
Drawing No: AN_2016_01		Drawing No: A21	
Date: JULY 2017		Sheet: A3	
Scale: 1:200		Issue: C	



STREET TO HOV-IES

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Any all drawings are to be used in conjunction with the Concept Drainage Design for details.

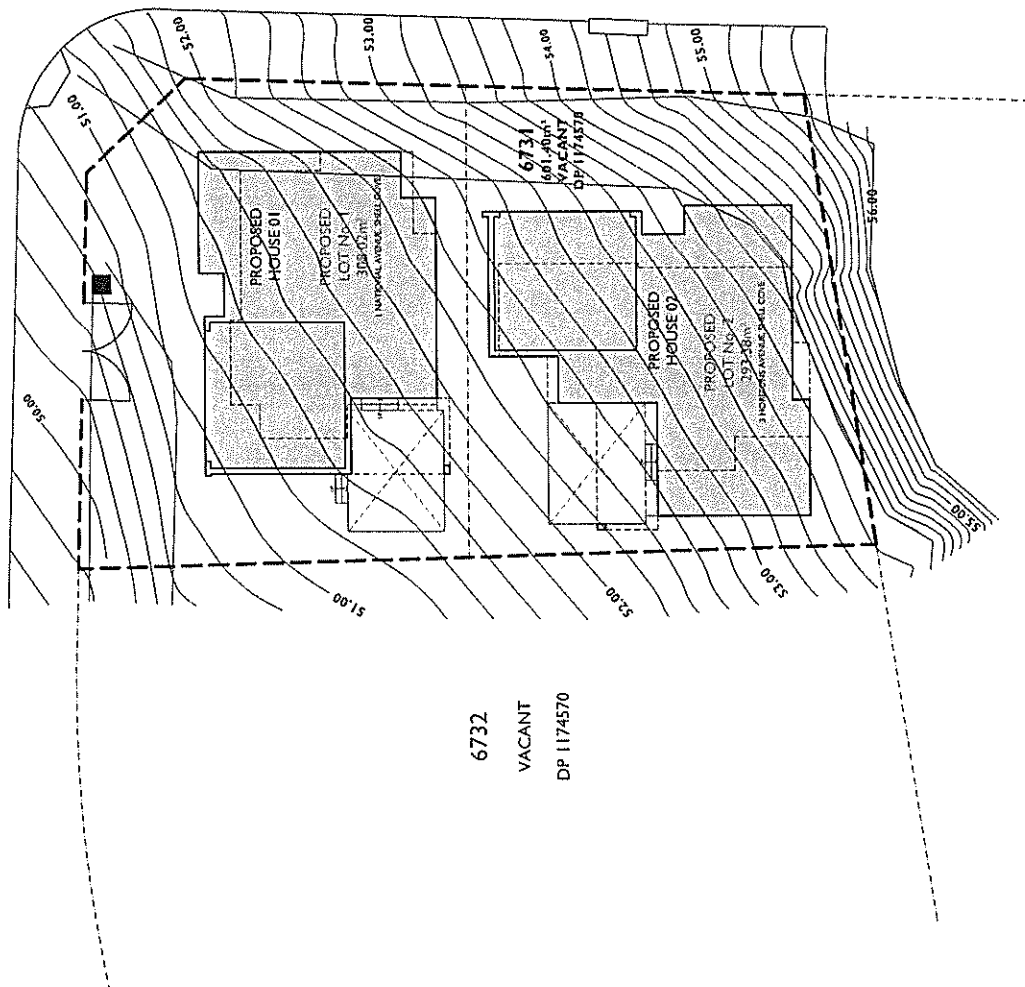
This drawing is to be used in conjunction with other documentation on the drawing set.

Date	Description	Issue
12/12/2016	FOR DEVELOPMENT APPLICATION	A
21/06/2017	FOR CONSTRUCTION	B
17/02/2017	FOR CONSTRUCTION - minor amendments to house 01	C

FOR CONSTRUCTION

NATIONAL AVENUE

X



HORIZONS AVENUE

6732
VACANT
Dp 1174570

LEGEND :

ASSEMBLY POINT IN AN EMERGENCY

SAFETY MANUAL POSITION

X

■

SAFETY PLAN
SCALE 1:200_A3

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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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).

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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
 - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

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 *serving* 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 *serving* 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 *serving* 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 *serving* 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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *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.

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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 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.
- 16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 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; and
 - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 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 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) 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.

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 s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 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 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - 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 form of 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 The vendor must give a proper covenant to produce where relevant.

25.9 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.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.

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 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <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>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <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 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>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>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<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>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<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> .

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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.