

Contract for the sale and purchase of land 2019 edition

| TERM | MEANING OF TERM | eCOS ID: 74029874 | NSW DAN: |
|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------------------------------|
| vendor's agent | First National Real Estate Coastside Shellharbour 18 23 Addison Street SHELLHARBOUR NSW 2529 | | Phone: (02) 4295 5033 Fax: Ref: |
| co-agent | | | |
| vendor | Kane Colin Munro & Pania Maree Wait 3 68 Jane Avenue WARRAWONG NSW 2502 | | |
| vendor's solicitor | Beyond Property Legal Solutions Shop 2, 17 Addison Street, Shellharbour NSW 2529 DX 26403 or PO Box 4032, Shellharbour NSW 2529 | | Phone: (02) 4208 0000 Fax: Ref: 1577/20 |
| date for completion | 42 days after the contract date | (clause 15) | Email: info@BPLS.com.au |
| land | 3/68 Jane Avenue Warrawong NSW 2502 | | |
| (Address, plan details and title reference) | Lot 3 in Strata Plan 15188 3/SP15188 | | |
| | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies | | |
| improvements | <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Villa | | |
| 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 checked="" type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> other: Split-system air conditioning, ceiling fans (4) and plantation shutters |
| 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

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1577/20

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

☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

PEXA

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

Illawarra Strata Management
 reception@illawarrastrata.com.au

PO Box 1209 Wollongong, NSW 2500
 (02) 4226 4144

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:

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| 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 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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 –

| | |
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| <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.

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- 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*.

SPECIAL CONDITIONS

32. HEADINGS

Headings before Special Conditions have been inserted for guidance only and shall not be deemed to form any part of the context.

33. AMENDMENTS TO STANDARD CONTRACT CLAUSES

- a) The words “exceeds 5% of the price” in the printed condition 7.1.1 shall be deemed replaced by “exceeds 0.5% of the price”.
- b) The words “*settlement cheques*” in the printed clause 16.8 shall be deemed replaced by “*bank cheques*”.
- c) Clause 18 is amended by adding the following: “Clause 18.8 – The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property.”

34. SERVICE OF NOTICES UNDER THE CONTRACT

In Clause 20.6.5, delete the words “or fax”.

35. DEATH, INSANITY OR BANKRUPTCY

Notwithstanding any rule of law or equity to the contrary if prior to completion either the Vendor or the Purchaser (or if the Purchaser or the Vendor is more than one person then any one or more of the persons comprising the Vendor or the Purchaser) should die or become mentally ill as defined in the Mental Health Act, commit an act of bankruptcy, or if a company have a provisional liquidator or a receiver or receiver and manager appointed or enter into a scheme of arrangement then the other party may rescind this Contract by notice in writing served on the Solicitor named in this Contract and thereupon this Contract shall be at an end and the provisions of Clause 19 shall apply.

36. RELEASE OF DEPOSIT

If required by the Vendor the Purchaser shall permit part or whole of the deposit paid hereunder to be released to the Vendor prior to completion for the sole purpose of the Vendor applying the amount released as a deposit or stamp duty for the purchase of an alternative property **PROVIDED THAT** any part of the deposit released pursuant hereto is released direct to the trust account of the relevant Solicitor/Conveyancer or Real Estate Agent for that matter or to the Office of State Revenue.

This provision shall of itself constitute sufficient authority for such release of deposit without the need for separate confirmation by the Purchaser. However, the Purchaser's Solicitor/Conveyancer must provide the appropriate written authority for the deposit-holder's trust records regarding such release of funds.

37. LATE COMPLETION

- a) If completion of this Contract takes place after the completion date, it is an essential condition of this Contract that the Purchaser pay to the Vendor on completion, in addition to the other monies payable under this Contract the amount obtained by applying a simple interest formula of eight percent (8%) per annum to the balance of the purchase price and calculated on a daily basis from, but not including, the completion date stipulated in the Contract to and including the date upon which this Contract is completed. No interest will be payable in respect of any period during which the Vendor is in default under this Contract.
- b) If the Purchaser fails to complete this Contract on or before the completion date whether by formal amendment of the completion date in the Contract or not OR the settlement appointment is aborted on the day, otherwise than through the fault of the Vendor or through a chain of conveyances before the sale herein, then in addition to the payment of interest pursuant to Special Condition 37(a) above the Purchaser shall pay to the Vendor on completion:-

- i. The sum of One hundred and ten dollars (\$110.00) including GST for a delay notified between Five (5) business days and up the day the last business day prior to the due settlement appointment date OR Two hundred and fifty dollars (\$250.00) including GST for each settlement appointment date aborted on the day appointed, by way of compensation to the Vendor for additional legal costs and disbursements incurred by the Vendor as a genuine pre-estimate of those additional costs;

AND

- ii. all other expenses incurred by the Vendor as a consequence of the delay or each aborted settlement including but not limited to (if any) the Vendor's additional mortgagee fees and any additional fees consequently incurred by the Vendor in relation to their purchase or the chain of conveyances before or after this sale where simultaneous settlements have been arranged.

38. NOTICE TO COMPLETE

If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a Notice to Complete making the time for completion essential. Such a Notice shall give not less than 14 days' notice after the date immediately following the day on which that Notice is received by the recipient of the Notice. A Notice to Complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential. In the event that the Vendor issues a Notice to Complete, then the Purchaser must, on completion, allow the Vendor an amount of Two hundred and fifty dollars (\$250) including GST by way of compensation for additional legal costs and disbursements incurred as a consequence of being required to issue such a Notice.

39. REAL ESTATE AGENT

The Purchaser warrants that he was not introduced to the property or to the Vendor by any Real Estate Agent or other person entitled to claim commission as a result of this sale other than the Vendor's Agent indicated herein, if any, and the Purchaser shall indemnify the Vendor against any successful claim for commission by any Real Estate Agent or other person arising out of any such introduction of the Purchaser and against all claims and expenses of and incidental to the defence and determination of any such successful claim made against the Vendor and arising as a result of a breach of this warranty by the Purchaser. The Vendor warrants that he has not executed an Agency Agreement with any Estate Agent other than the Agent disclosed in this Contract or an Estate Agent acting in conjunction with such Agent. It is further agreed that the provisions of this Special Condition shall not merge on completion.

40. ENTIRE AGREEMENT

The Purchaser acknowledges that he does not rely upon any warranty or representation made by the Vendor or any person on behalf of the Vendor but has relied entirely upon his own enquiries and inspection of the property. This present Contract comprises all terms of the Contract between the Vendor and the Purchaser on the sale of the property.

41. PURCHASER'S ACKNOWLEDGEMENT

- a) It is agreed by the Purchaser that he has relied entirely on his own enquiries relating to and inspection of the property, all improvements and any items of furnishings and chattels referred to on the front page of this Contract and in relation to the use to which the property may be put.
- b) The Purchaser acknowledges that he is purchasing the property in its present state of repair and condition and will make no objection, requisition or claim for compensation concerning the state of repair or condition of the property or any latent or patent defect in quality in the property.

42. SWIMMING POOL / SPA

If there is a swimming pool or spa, then the Vendor does not warrant that the swimming pool/spa, swimming pool fence/gate on the property complies with the requirements imposed by the Swimming Pools Act 1992 as Amended and the regulations prescribed under that Act. The Purchaser shall make no requisition or claim for compensation against the Vendor in respect of any such non-compliance and the Purchaser shall be responsible for compliance with any notice or Order issued by the Local Council or any other authority under the said Act.

43. REQUISITIONS ON TITLE

The Purchaser agrees that the only form of Requisitions on Title the Purchaser may make pursuant to Clause 5 of the Contract shall be in the form of the Requisitions on Title annexed hereto which are deemed to have been served at the date of this Contract. Nothing in this Clause shall prevent the Purchaser from making any additional requisitions on title not dealt with in the Requisitions on Title annexed hereto.

44. ADJUSTMENTS

The parties agree to adjust the usual outgoings and all amounts under the Contract on settlement but if any amount is incorrectly adjusted or an error is made in such calculation at settlement the parties agree to rectify the error within seven (7) days of receipt of evidence of the error and a request for readjustment. This clause shall not merge on completion.

45. SETTLEMENT VENUE

IF SETTLEMENT IS NOT CONDUCTED ELECTRONICALLY – THEN, settlement of this matter shall take place wherever the Vendor's Solicitor directs. If the Purchaser requires settlement to be carried out at a particular venue, then settlement may be effected at that venue, provided the Vendor's settlement agency fees are paid by the Purchaser.

46. FAIR WEAR AND TEAR

- (a) The property is sold in its present condition and state of repair with all faults latent and patent and subject to any present infestation (if any) and to any fair wear and tear during the period from the date of making this Contract and the date of completion hereof and the Purchaser acknowledges that he is purchasing the same in reliance upon his own inspection, enquiries and knowledge and that he shall make no objection, requisition or claim and shall not be entitled to rescind this Contract in respect of all or any of the matters referred to in or arising from this Clause.
- (b) The Vendor shall be under no obligation on or prior to completion to remove any building waste or debris or to clear or upgrade in any way any of the improvements, grounds or part of the Property.
- (c) The Purchaser is not entitled to make any objection, requisition or claim if it is established that any rainwater downpipe attached to or forming part of the Property is connected to or with any sewer pipe, sewer main or any other pipe, main or connection for or of any relevant authority.

47. DEPOSIT

If the Vendor has agreed to accept a reduced deposit then notwithstanding anything else herein contained, the Vendor shall accept, on exchange of this Contract, payment of \$..... being part of the deposit. The parties expressly agree that if the Purchaser defaults in the observance or performance of any obligation hereunder which is or has become essential the balance of the deposit, namely \$....., shall become immediately due and payable and the Purchaser shall forfeit to the Vendor the whole of the sum of \$..... pursuant to Clause 9 hereof.

48. AUTHORITY

Each party hereby authorises their respective Solicitor/licensed Conveyancer or any employee of that Solicitor/licensed Conveyancer to make alterations to this Contract, including the addition of annexures, after execution and up until the date of making this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised same and any annexures so inserted shall form part of this Contract as if it was annexed prior to execution of the Contract.

49. TRANSFER

IF SETTLEMENT IS NOT CONDUCTED ELECTRONICALLY – THEN, the Purchaser shall serve the Transfer on the Vendor in accordance with the Contract. Should the Purchaser serve a Transfer not in accordance with the Contract at least fourteen (14) days before the completion date under the Contract the Purchaser shall pay, on completion, the sum of \$110.00 (including GST) to cover the additional legal costs of arranging for execution by the Vendor.

50. CHRISTMAS – NEW YEAR CLOSURE

The vendor hereby discloses that it's Solicitor's office will be closed for business from **5:00pm on Wednesday, 23 December 2020**, until **9:00am on Monday, 11 January 2021**.

UNLESS otherwise mutually agreed between the parties **AND** such agreement is confirmed in writing between their respective legal representatives, **BOTH PARTIES TO THIS CONTRACT HEREBY AGREE THAT:**

- a) If the cool-off period is not otherwise due to expire before 5.00pm on **Wednesday, 23 December 2020, IT WILL EXPIRE AT THAT TIME;** and
- b) **UNLESS OTHERWISE AGREED IN WRITING BETWEEN THE VENDOR'S AND PURCHASER'S SOLICITOR/CONVEYANCER** if completion as stated on Page 1 of the Contract is defined by the passage of a number of days, weeks or months, and would fall after Wednesday, 23 December 2020 and before **Monday, 11 January 2021** **THE COMPLETION DATE IS HEREBY EXTENDED TO MONDAY 11 JANUARY 2021.**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 3/SP15188

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|-----------|
| 27/10/2020 | 3:21 PM | 5 | 14/9/2018 |

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY IMB LTD.

LAND

LOT 3 IN STRATA PLAN 15188
AT LAKE HEIGHTS
LOCAL GOVERNMENT AREA WOLLONGONG

FIRST SCHEDULE

KANE COLIN MUNRO
PANIA MAREE WAIT
AS JOINT TENANTS (T AN710331)



SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP15188
- 2 AN710332 MORTGAGE TO IMB LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

| COUNCIL'S CERTIFICATE | | SURVEYOR'S CERTIFICATE | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>The Council of the City of Wollongong, pursuant to the provisions of the Local Government Act, 1922 (which) has the requirements for the registration of plans therefrom duly complied with, and the same have been approved by the Council.</p> <p>Registered Plan No. 408 Date 30-1-80 Surveyor's Name Dennis Smith Council City of Wollongong</p> | | <p>I, DENNIS SMITH, Surveyor General, do hereby certify that a survey registered under the Surveyors Act, 1928, hereto verily that:</p> <ol style="list-style-type: none"> (1) any well, the inner surface or any part of which corresponds substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, exists; (2) any floor or ceiling, the upper or under surface or any part of which forms a boundary of a proposed lot, shown in the accompanying floor plan, exists; (3) any wall, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot shown in the accompanying floor plan is defined, exists; (4) any building containing proposed lots erected on the land shown on the accompanying location plan and each proposed lot shown on the accompanying floor plan are wholly within the limits of the parcel subject to encumbrances (a) and (b). <p><i>No accept to the extent that the building encroaches on a public place.</i></p> <p>(b) save and guttering of the building encroach on land other than a public place, in respect of which easements and granting an appropriate attention has been created by registered plan.</p> <p>(5) the survey information recorded in the accompanying location plan is accurate.</p> <p>Signature: <i>Dennis Smith</i> Date: 9 OCTOBER 1979</p> <p>* Deeds if applicable. * State whether dealing or plan, and quote registered number.</p> <p>This is sheet 1 of my plan in 4 sheets.</p> | |
| <p>PLAN OF SUBDIVISION OF LOT 18 D.P. 218771</p> <p>Municipality: City : WOLLONGONG Locality : LAKE HEIGHTS</p> <p>Parish : WOLLONGONG County : CAMDEN</p> <p>Reduction Ratio 1:1250 Lengths are in metres</p> <p style="text-align: center;"></p> | | <p>STRATA PLAN 15188 (E)</p> <p>Registered:  24-4-1980</p> <p>C.A. : N° 408 OF 31-1-1980</p> <p>Purpose : STRATA PLAN</p> <p>Ref. Map : W8277-61 *</p> <p>Last Plan : D.P. 218771</p> | |
| <p>Name of, and *address for service of notices on, the body corporate</p> <p>THE PROPRIETORS - STRATA PLAN N° 15188 G8 JANE AVENUE, LAKE HIEGHTS 2502</p> <p>*Address required on original strata plan only.</p> | | | |

Signatures, seals and statements of intention to create easements or restrictions as to user



DIRECTOR
H. E. Hartman
SECRETARY
J. J. Randall

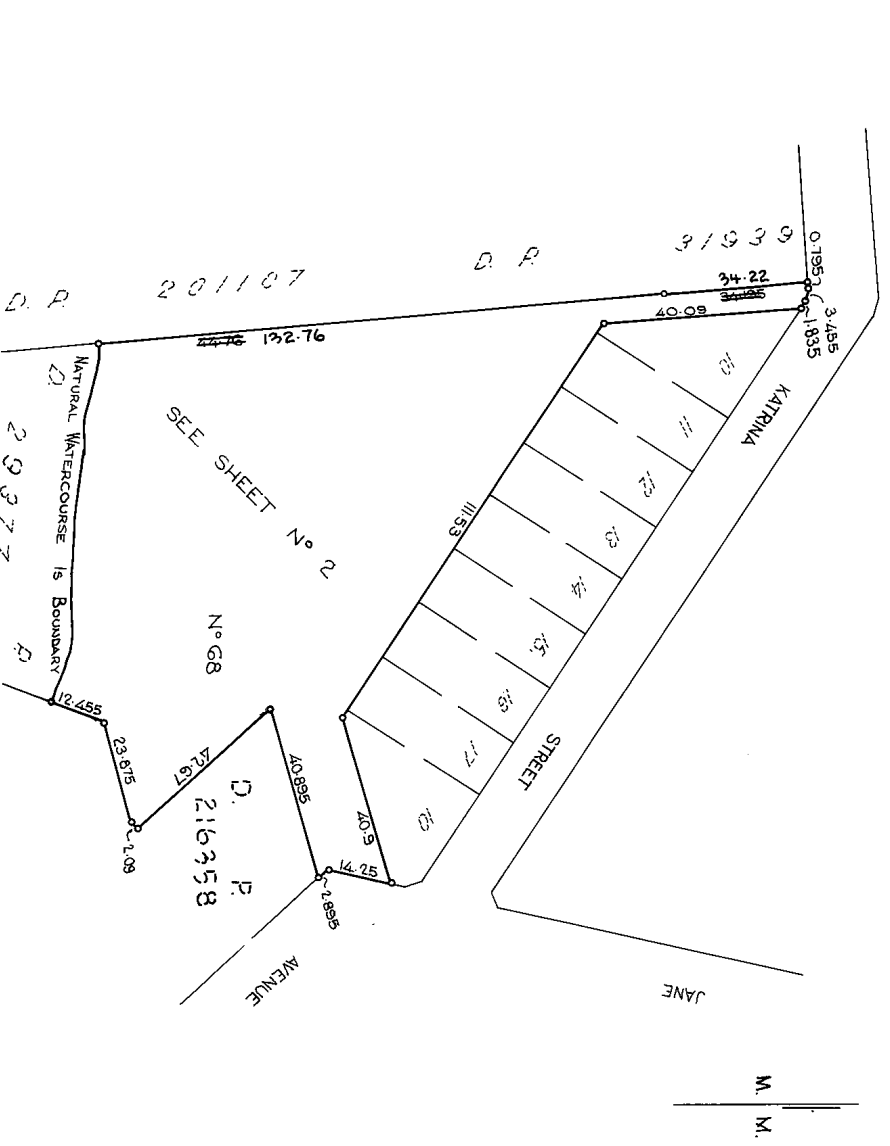
[illegible]

ADVANCES)
BY ITS ATTORNEY

135
Mortgage

Acting Assistant Chief
Security Officer.

As Mortgagee under Mortgage No. R568821 Bank of New South Wales hereby consents to the within Plan of Subdivision.
Dated at Sydney this eleventh day of February, 1980.
For and on behalf of Bank of New South Wales
by NEVILLE STEWART CAMPBELL who is personally known to me. Wales.



Plan Drawing only to appear in this space 88/7/9-2

M.P.D.

SURVEYOR'S REFERENCE: 2973/3

Plan Drawing only to appear in this space

STRATA PLAN 15188



***OFFICE USE ONLY**

#\S.H2 188171 9 2

Lengths are in metres

Denise Smith
Registered Surveyor

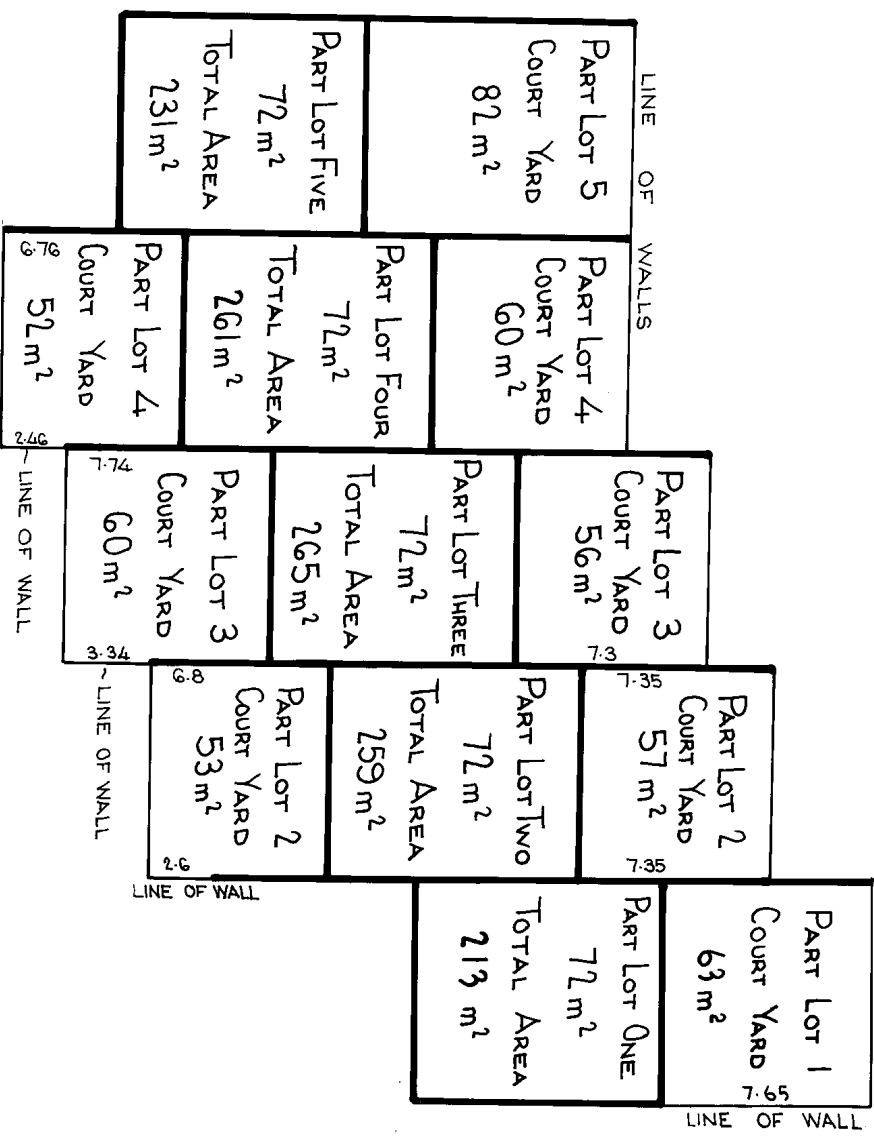
Council Clerk

Surveyor's Reference: 2973/3

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN 15188

| SCHEDULE OF UNIT ENTITLEMENTS | |
|-------------------------------|-------------|
| LOT | ENTITLEMENT |
| 1 | 63 |
| 2 | 57 |
| 3 | 57 |
| 4 | 57 |
| 5 | 60 |
| 6 | 4.23 |
| 7 | 283 |
| AGG. | 1 000 |



THE STRATUM OF THE COURTYARDS IS LIMITED TO 3m ABOVE & 1m BELOW THEIR RESPECTIVE UNITS LEVEL 1, FLOOR, UPPER SURFACE

LEVEL ONE

Reduction Ratio 1:100

Lengths are in metres

Surveyor's Reference: 2973/3

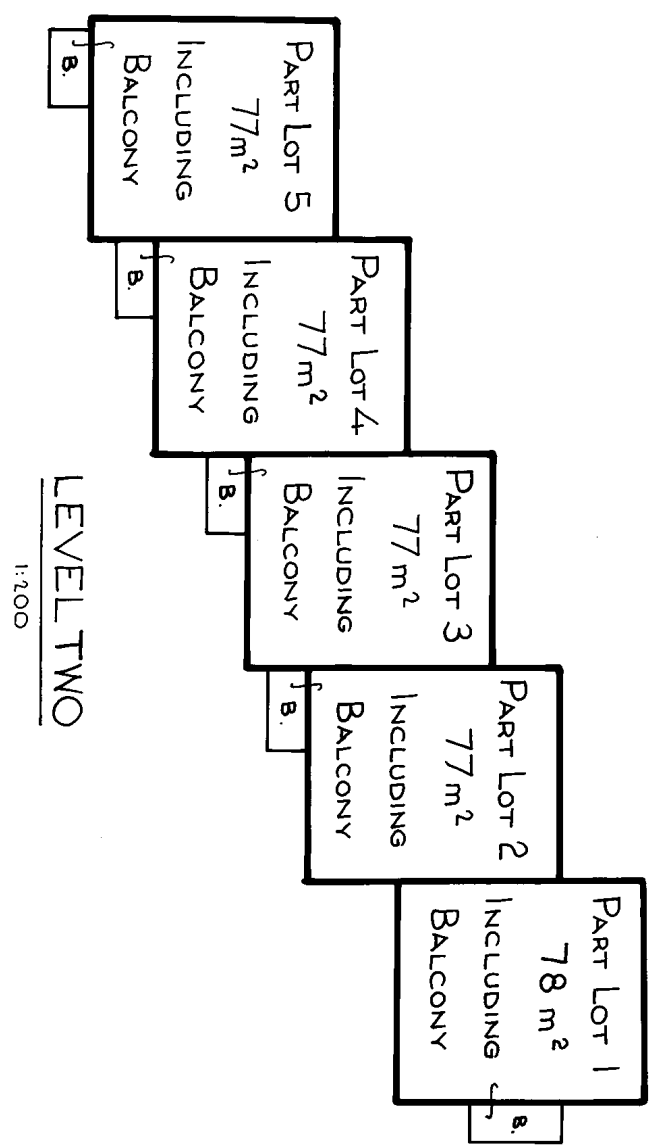
Registered Surveyor: *David Smith*

Council Clerk: *Michael*



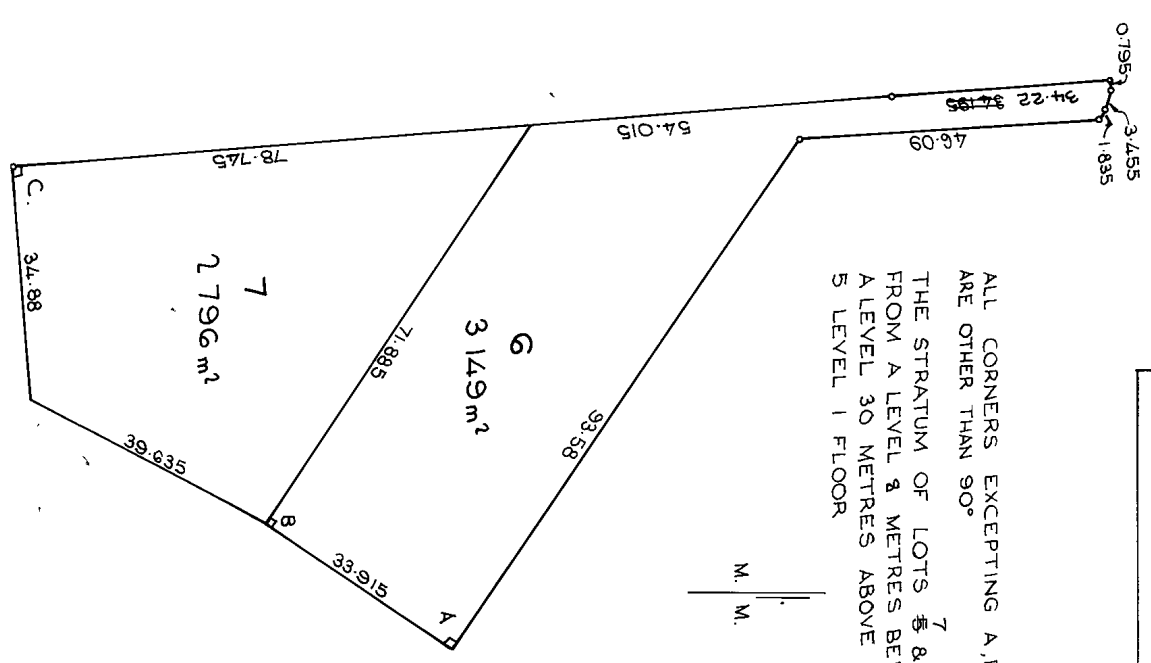
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN 15188



LEVEL TWO
1:200

B. DENOTES BALCONY
THE STRATUM OF THE BALCONY IS RESTRICTED
IN HEIGHT TO THE LEVEL OF THE UNDER SURFACE
OF THE CEILING OF THEIR RESPECTIVE UNIT
ON LEVEL 2



ALL CORNERS EXCEPTING A, B & C.
ARE OTHER THAN 90°
THE STRATUM OF LOTS 6 & 7 EXTENDS
FROM A LEVEL 8 METRES BELOW TO
A LEVEL 30 METRES ABOVE THE UNIT
5 LEVEL 1 FLOOR

LEVEL ONE
1:800

Reduction Ratio 1:200

Lengths are in metres

Dennis Skiff
Registered Surveyor

Patricia
Council Clerk

Surveyor's Reference: 2973/3



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP15188

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|-----------|
| 27/10/2020 | 3:24 PM | 6 | 9/10/2019 |

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 15188
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT LAKE HEIGHTS
LOCAL GOVERNMENT AREA WOLLONGONG
PARISH OF WOLLONGONG COUNTY OF CAMDEN
TITLE DIAGRAM SHEET 1 SP15188

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 15188
ADDRESS FOR SERVICE OF DOCUMENTS:
68 JANE AVENUE
LAKE HEIGHTS 2502

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 L107673 COVENANT
- 3 AP583754 CONSOLIDATION OF REGISTERED BY-LAWS
- 4 AP583754 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 15188

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|-----|------|-----|-----------|-----|-----------|-----|------|
| 1 | - 63 | 2 | - 57 | 3 | - 57 | 4 | - 57 |
| 5 | - 60 | 6 | - SP33072 | 7 | - SP82591 | | |

STRATA PLAN 33072

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|-----|------|-----|------|-----|------|-----|------|
| 8 | - 70 | 9 | - 70 | 10 | - 70 | 11 | - 71 |
| 12 | - 71 | 13 | - 71 | | | | |

STRATA PLAN 82591

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|-----|------|-----|------|-----|------|-----|------|
| 14 | - 40 | 15 | - 36 | 16 | - 38 | 17 | - 42 |
| 18 | - 41 | 19 | - 41 | 20 | - 45 | | |

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP15188

PAGE 2

NOTATIONS

SP33072 NOTE: CERTIFICATE OF EXPIRY OF INITIAL PERIOD FURNISHED WITH
SP33072 PAPERS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

1577/20

PRINTED ON 27/10/2020



016

Infotrack Pty Ltd
GPO BOX 4029
SYDNEY NSW 2001

CERTIFICATE 202005188

| | |
|----------------------------|------------------------|
| Issued | 27 October 2020 |
| Certificate Type | Sections 10.7(2) & (5) |
| Fee | \$133.00 |
| Your Reference | 1577/20:184820 |
| Council Property Reference | 368184 |

PLANNING CERTIFICATE

Issued Under Section 10.7 of the Environmental Planning and Assessment Act 1979

| | | |
|------------------|-------------------|----------------------------------------|
| PROPERTY DETAILS | Legal Description | Lot 3 SP 15188 |
| | Location | 3/68 Jane Avenue WARRAWONG NSW 2502 |

This certificate provides information on how a property (such as land and buildings) may be used and the limits on its development. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government.

SECTION 10.7 (2) DETAILS

As at the date of this certificate, the following prescribed matters under section 10.7(2) of the Act relate to the abovementioned land:

1. NAMES OF RELEVANT PLANNING INSTRUMENTS & DEVELOPMENT CONTROL PLANS

(1) The name of each environmental planning instrument that applies to the carrying out of development on the land

Wollongong Local Environmental Plan 2009

State Environmental Planning Policies

State Environmental Planning Policy (Sydney Drinking Water Catchment) 2011
 State Environmental Planning Policy (State and Regional Development) 2011
 State Environmental Planning Policy (Urban Renewal) 2010
 State Environmental Planning Policy (Affordable Rental Housing) 2009
 State Environmental Planning Policy (Exempt and Complying Codes) 2008
 State Environmental Planning Policy (Infrastructure) 2007
 State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
 State Environmental Planning Policy (State Significant Precincts) 2005
 State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
 State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
 State Environmental Planning Policy No 70 Affordable Housing (Revised Schemes)
 State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

State Environmental Planning Policy No. 64 – Advertising and Signage
 State Environmental Planning Policy No. 55 – Remediation of Land
 State Environmental Planning Policy No. 50 – Canal Estate Development
 State Environmental Planning Policy No. 36 – Manufactured Home Estates
 State Environmental Planning Policy No. 33 – Hazardous and Offensive Development
 State Environmental Planning Policy No. 21 – Caravan Parks
 State Environmental Planning Policy – (Vegetation in Non Rural areas) 2017
 State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
 State Environmental Planning Policy (Primary Production and Rural Development) 2013
 State Environmental Planning Policy (Koala Habitat Protection) 2019
 State Environmental Planning Policy (Housing for Seniors or People with a Disability) Amendment (Heritage Conservation Areas Exemption) 2020
 State Environmental Planning Policy (Infrastructure) Amendment (Energy Storage Technology) (No 2) 2020
 State Environmental Planning Policy (Exempt & Complying Development Codes) Amendment (Low Rise Housing Diversity Code) 2020

(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not yet been approved)

Draft State Environmental Planning Policy - Infrastructure – Amendment (Shooting Ranges) 2013
 Draft State Environmental Planning Policy - Infrastructure – Amendment (Sport and Recreation) 2013
 Explanation of Intended Effect – Proposed Draft Environment SEPP (2017)
 Explanation of Intended Effect – Proposed Repeal of Two Operational SEPPs – SEPP 1 Development Standards and SEPP (Miscellaneous Consent Provisions) 2007 (2017)
 Explanation of Intended Effect – Proposed new Remediation of Land SEPP and the Draft Planning Guidelines
 Explanation of Intended Effect – Proposed Amendment to SEPP (Affordable Rental Housing) 2009
 Explanation of Intended Effect – Proposed Amendment to SEPP Three Ports 2013
 Explanation of Intended Effect - Proposed Amendment to SEPP - Short Term Rental Accommodation

(3) The name of each development control plan that applies to the carrying out of development on the land

Wollongong Development Control Plan 2009

Wollongong Development Control Plan 2009, contains detailed development controls which supplement the provisions of Wollongong Local Environmental Plan 2009.

Note: The Wollongong Development Control Plan 2009 should be consulted to ascertain its full effect on the land.

(4) In this clause, proposed environmental planning instrument includes a planning proposal for a Local Environmental Plan or a draft environmental planning instrument.

2. ZONING AND LAND USE UNDER RELEVANT LEPs

Wollongong Local Environmental Plan 2009.

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a State Environmental Planning Policy or proposed State Environmental Planning Policy) that includes the land in any zone (however described):

- (a) the identity of the zone, whether by reference to a name (such as “Residential Zone” or “Heritage Area”) or by reference to a number (such as “Zone No 2(a)”)**

R2 – Low Density Residential

- (b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent**

Home occupations.

- (c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent**

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home based child care; Hospitals; Hostels; Information and education facilities; Jetties; Manor houses, Multi dwelling housing; Neighbourhood shops; Oyster aquaculture, Places of public worship; Pond-based aquaculture, Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Signage; Tank-based aquaculture, Veterinary hospitals.

- (d) the purposes for which the instrument provides that development is prohibited within the zone.**

Any development not specified in subclause (2) or (3).

Note: For subdivision consent requirements see Clause 2.6, of Wollongong Local Environmental Plan 2009.

Demolition of a building or work requires consent see Clause 2.6AA, of Wollongong Local Environmental Plan 2009.

Development below the mean high water mark requires consent see Clause 5.7, of Wollongong Local Environmental Plan 2009.

Note: Wollongong Local Environmental Plan 2009 should be consulted to ascertain its full effect on the land.

(e) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling- house on the land, and if so, the minimum land dimensions so fixed

See Clauses 4.1, 4.1AA, 4.1A, 4.1B, 4.2 and 4.2A of the Local Environmental Plan.

(f) Whether the land includes or comprises critical habitat

Nil

(g) Whether the land is in a conservation area (however described)

Nil.

(h) Whether an item of environmental heritage (however described) is situated on the land

Nil.

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

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP), or**
- (b) a Precinct Plan (within the meaning of the 2006 SEPP),**
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,**

the particulars referred to in clause 2 (a) – (h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Not Applicable.

3. COMPLYING DEVELOPMENT

(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*.

(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) 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 council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Note: For land to which State Environmental Planning Policy (Three Ports) 2013 applies, Exempt and Complying Development is detailed under clauses 24 and 25 of this SEPP.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

(1) Subject to the terms of each code, and the zoning of the land, complying development **may be** carried out for the following codes to the extent that the land has no affectation.

- Part 2 - Exempt Development Code
- Part 3 - Housing Code (R1, R2, R3, R4, RU5)
- Part 3A - Rural Housing Code (RU1, RU2, RU3, RU4, RU6, R5)
- Part 3B - Low Rise Housing Diversity Code (R1, R2, R3, RU5)
- Part 4 - Housing Alterations Code
- Part 4A - General Development Code
- Part 5 - Commercial and Industrial (Alterations) Code
- Part 5A - Commercial and Industrial (New Buildings and Additions) Code
- Part 5B - Container Recycling Facilities Code
- Part 6 - Subdivisions Code
- Part 7 - Demolition Code
- Part 8 - Fire Safety Code

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

In relation to a coastal council- 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)

Note: “Existing coastal protection works” are works to reduce the impact of coastal hazards on the land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993

Not applicable

5. MINE SUBSIDENCE

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

The land is not proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

6. ROAD WIDENING AND ROAD REALIGNMENT

Whether or not the land is affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993 or**
- (b) Any environmental planning instrument or**
- (c) Any resolution of the council**

Council has no record that the land is affected by any Road Widening or Road Realignment under:

- a) Division 2 of Part 3 of the *Roads Act 1993*, or
- b) any environmental planning instrument, or
- c) any resolution of the Council.

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

Whether or not the land is affected by a policy:

- a) adopted by the council, or**
- b) adopted by any other public authority and notified to the council for the express purpose 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 land slip, bushfire, tidal inundation, subsidence, acid sulfate soils or any other risk (other than flooding).**

Council has adopted “Wollongong Development Control Plan 2009 – Chapter E12 Geotechnical Assessment”.

Council has adopted Acid Sulfate Maps, Wollongong Local Environmental Plan 2009 – Clause 7.5 Acid Sulfate Soils.

Council has adopted “Wollongong Development Control Plan 2009 – Chapter E16 Bushfire Management”. The Rural Fire Service has endorsed the Bush Fire Prone Land map.

Unhealthy Building Land Policy, adopted by the Environmental Protection Authority.

Council has adopted Wollongong City Council Coastal Zone Study (Cardno, Lawson, Treloar 2010).

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) Whether or not development on that 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) is subject to flood related development controls.

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) is subject to flood related development controls as contained in Wollongong Development Control Plan 2009 Chapter E13 Floodplain Management and Wollongong Local Environmental Plan 2009 Clause 7.3 Flood Planning.

(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

Development on the land or part of the land for any other purpose is subject to flood related development controls as contained in Wollongong Development Control Plan 2009 Chapter E13 Floodplain Management and Wollongong Local Environmental Plan 2009 Clause 7.3 Flood Planning.

(3) Words and expressions in this clause have the same meaning as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006

Further flood information relating to this parcel of land is available by application under section 10.7(5) of the Environmental Planning & Assessment Act 1979.

8. LAND RESERVED FOR ACQUISITION

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

Nil.

9. CONTRIBUTION PLANS

The name of each contributions plan applying to the land.

Wollongong City Wide-Development Contributions Plan

This plan levies contributions under Section 7.12 of the *Environmental Planning and Assessment Act 1979 (NSW)*. The Contribution is calculated based on the proposed cost of carrying out development and, where applicable, the requirement to pay contributions will be included in any development consent or complying development certificate issued. Further information is available from Councils website.

9A. BIODIVERSITY CERTIFIED LAND

If the land biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

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

Nil.

10. BIODIVERSITY STEWARDSHIP SITES

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

Note: Biodiversity stewardship agreements include bio-banking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*.

Nil.

10A. NATIVE VEGETATION CLEARING SET ASIDES

If the land contains a set aside are under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside by Local Land Services or it is registered in the public register under that section).

Nil.

11. BUSH FIRE PRONE LAND

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

If none of the land is bush fire prone land, a statement to that effect.

The land is not recorded in Council's records as bushfire prone land.

12. PROPERTY VEGETATION PLANS

If the land is land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force), a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under the Act).

Council has not been notified that the land is affected by a Property Vegetation Plan issued under the Native Vegetation Act 2003.

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

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the council has been notified of the order)

Council has not been notified of an order.

14. STATE SIGNIFICANT DEVELOPMENT

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act 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, a statement to that effect identifying the provision that does not have effect.

Nil

STATE SIGNIFICANT INFRASTRUCTURE

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act 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, a statement to that effect identifying the provision that does not have effect.

Nil

15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies:

- (1) A statement of whether there is a current, site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
 - (a) the period for which the certificate is current, and
 - (b) that a copy may be obtained from the head office of the Department of Planning, and
- (2) A statement setting out any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

Nil.

16. SITE COMPATIBILITY CERTIFICATE FOR INFRASTRUCTURE

A statement of whether there is 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 and, if there is a certificate, the statement is to include:

- (a) the period for which the certificate is valid, and
- (b) that a copy may be obtained from the head office of the Department.

State Environmental Planning Policy (Infrastructure) 2007

Nil.

17. SITE COMPATIBILITY CERTIFICATE AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

- (1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
 - (a) the period for which the certificate is current, and
 - (b) that a copy may be obtained from the head office of the Department.
- (2) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

State Environmental Planning Policy (Affordable Rental Housing) 2009

Nil.

18. PAPER SUBDIVISION INFORMATION

- (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 the consent ballot.

Nil

- (2) The date of any subdivision order that applies to the land.

Not applicable

- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

19. SITE VERIFICATION CERTIFICATES

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:

- (a) the matter certified by the certificate, and

Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land-see Division 3 of Part 4.4A of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries 2007).

- (b) the date on which the certificate ceases to be current (if any), and
- (c) that a copy may be obtained from the head office of the Department.

Nil

20. LOOSE-FILL ASBESTOS INSULATION REGISTER

If the land includes 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, a statement to that effect.

For register information contact www.fairtrading.nsw.gov.au

Nil.

21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

- (1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.
- (2) A statement of:
 - (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
 - (b) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.
- (3) In this clause: affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017. building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

Affected building notice has the same meaning as Part 4 of the [Building Products \(Safety\) Act 2017 No 69](#)

Building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017 No 69](#)

Nil.

CONTAMINATED LAND MANAGEMENT ACT 1997

Note: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

- (a) that the land to which the certificate relates is significantly contaminated within the meaning of that Act- if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
- (b) that the land to which the certificate relates is subject to a management order within the meaning of the Act- if it is subject to such an order at the date when the certificate is issued,

- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,**
- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,**
- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of the Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate**

Council has **not** been advised that:

- a) The land is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997
- b) The land is subject to a management order within the meaning of the Contaminated Land Management Act 1997
- c) The land is subject to an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997
- d) The land is subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997
- e) The land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997.

SECTION 10.7 (5) DETAILS

As at the date of this certificate, the following additional information, provided in good faith pursuant to section 10.7 (5) of the Act, relate to the abovementioned land. Council has selected these matters as those most likely to be of concern but they do not comprise an exhaustive list of matters likely to affect the land.

When information pursuant to section 10.7 (5) is requested the Council is under no obligation to furnish any of the information supplied herein pursuant to that section. Council draws your attention to section 10.7 (6) which states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter referred to in this certificate.

RESOLUTION TO PREPARE PLANNING PROPOSAL

Council on 17 July 2017 resolved to commence the preparation of a draft Planning Proposal to introduce Housing Affordability provisions or SEPP 70 Housing Affordability provisions into the Wollongong Local Environmental Plan 2009. The form of the provisions will be subject to a future report and subsequent community consultation.

Council on the 25 May 2020 resolved to prepare a draft Planning Proposal to update the permissibility of home employment uses in the Wollongong Local Environmental Plan 2009, specifically to:

- a) Include home occupations as permitted without consent in the land use tables for the R3, R4, B2, B3, B4 and B6 zones
- b) Include home businesses as permitted with consent in the land use tables for the RU2, RU4, R1, R2, R3, R4, R5, E3, E4, B2, B3, B4 and B6 zones
- c) Include home industries as permitted with consent in the land use tables for the RU2, RU4, R1, R2, R3, R4, R5, E3 and E4 zones
- d) Amend Clause 5.4 Controls relating to miscellaneous permissible uses, to include a subclause that specifies that home occupation has a maximum floor area of 30 square metres. 2 The draft Planning Proposal be forwarded to the NSW Department of Planning, Industry and Environment for Gateway determination. Ordinary Meeting of Council 25 May 2020 3 Minute No. 3 Following a Gateway determination, the draft Planning Proposal be exhibited for a minimum period of 28 days. 4 The NSW Department of Planning, Industry and Environment be requested to issue authority to the General Manager to exercise Plan Making delegations, in accordance with Council's resolution of 26 November 2012.

PROPOSED DRAFT DEVELOPMENT CONTROL PLANS

The following plans have been placed on exhibition pursuant to the provisions of section 3.43 of the Environmental Planning and Assessment Act 1979:

Draft Development Control Plan 2009 Review

The Wollongong Development Control Plan 2009 came into force on 3 March 2010. The following draft chapters are available for public exhibition.

D16 Draft Neighbourhood Plans for various lots – West Dapto Urban Release Area

LAND STABILITY

Council's land constraint/stability assessment maps do not show that the land is located in an area where landslip and/or subsidence have occurred, or where land instability is suspected. If you have any doubt as to whether the land is affected by landslip and/or subsidence the services of a suitably qualified engineer should be obtained.

Note: the advice provided by Council in respect of the stability of the land is based on information contained in Council's land constraint maps. The maps have been compiled from data received by Council and considered by Council to be reasonably reliable. Council does not warrant that its land constraint maps contain all information ever received by Council relating to the stability of the land.

FLOOD AND DRAINAGE

1 Flood Affected - Classification of flood risk precinct under review

From Council records, Council has determined that this property is located within a **Flood Affected - Flood Risk Precinct Classification under Review** precinct.

Council has recently undertaken a Review of its Flood Study for this area. The Study indicates that the property is affected by flooding or at risk of isolation in the event of a flood. The specific Flood Risk Precinct classification available from the Floodplain Risk Management Study and Plan is under review, however the outcomes from this review are not yet available. You may wish to engage a suitably qualified Civil Engineer, experienced in hydraulics and floodplain management, to

determine the applicable Flood Risk Precinct classification for the property and to ascertain the likely effect, if any, on the land. Further information is available from Council.

Note: Advice given by Council relating to the likelihood of land being flooded or the nature or extent of such flooding is based on information contained in Council's flood maps. The maps are compiled from data received by Council and/or studies prepared by Council and considered by Council to be reasonably reliable. Council does not warrant that its flood maps contain all information ever received by Council relating to the likelihood of land being flooded or the nature or extent of any such flooding.

Council has prepared a development control plan known as Wollongong Development Control Plan 2009 that provides details of flood related development controls that may be applicable.

2 Estimated Flood Levels

Council is aware that it may hold estimated and/or historical flood levels in the vicinity of this property. In order to pursue this matter further, please complete a Flood Level Information Advice form or apply online which are both available on Council website or at Customer Service front counter of the Administration Building. A cost is involved for this service. Payment must be made prior to information being provided.

Please note that flood information may change due to Council's flood study and Floodplain Risk Management Study currently being reviewed. As part of the review, design parameters for these studies are changing, and therefore the flood levels, velocities and flood risks may vary from the current flood study.

ACID SULFATE SOILS

Acid Sulfate Soils Class 5 has been mapped on this land, refer to Clause 7.5 of Wollongong Local Environmental Plan 2009.

CONTAMINATED LAND

No advice provided.

STATE SIGNIFICANT DEVELOPMENT

Nil.

BUILDING LINES

Wollongong Development Control Plan 2009 details the setbacks applicable to the land.

OTHER HERITAGE MATTERS KNOWN TO COUNCIL

Aboriginal Heritage

All development within the Wollongong Local Government Area is subject to the Aboriginal Heritage requirements of the National Parks and Wildlife Act 1974. To determine if your property is affected by an Aboriginal Site, it is recommended that an Aboriginal Heritage Information Management System (AHIMS) search be undertaken by contacting the AHIMS Administrator on (02) 9995 5000. Further detail on Council's Aboriginal Heritage requirements for Development is contained within Chapter E10 of the Wollongong Development Control Plan 2009.

DEVELOPMENT HISTORY

Application may be made for a Building Certificate under section 10.7B of Environmental Planning and Assessment Act 1979 if written certification of existing buildings on the land is required.

The history of development consent approval applicable to the land may be obtained by consulting the Development Consent Register. Enquiries concerning the register may be made at Council's Customer Service Centre, 41 Burelli Street Wollongong during office hours.

LOOSE-FILL ASBESTOS

Council recommends you make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the Council also strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

Contact NSW Fair Trading for further information.

OTHER INFORMATION

Illawarra Shoalhaven Regional Plan

The Department of Planning and Environment released the Illawarra Shoalhaven Regional Plan, November 2015. The strategy is the NSW Government 25 year land use strategy for the Illawarra Region.

Draft Wollongong City-Wide Development Contributions Plan 2020

The Draft Wollongong City-Wide Development Contributions Plan (2020) is on public exhibition from 5 August to 4 September 2020. For more information please visit www.wollongong.nsw.gov.au or call Land Use Planning on 4227 7111.

Bushfire

In accordance with State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 Clause 1.19A any complying development (except under the Housing Alteration Code) may only be carried out on the lot if the development will not be carried out on any part of the lot that is in the bush fire attack level-40 (BAL- 40) or the flame zone (BAL-FZ). In addition, for development specified for the Rural Housing Code any associated access way to the development must be on land that is not in the BAL- 40 or BAL-FZ or grassland.

GENERAL INFORMATION

The following general information is brought to the attention of land owners.

1. Tree Management Policy

The Wollongong Tree Management Policy allows proper assessment to be made of the environmental importance and viability of trees before they are pruned, removed or damaged in any way. This Policy prohibits the ringbarking, cutting down, topping, lopping, removing, injuring or destruction of any tree except with the prior written consent of Council.

The Tree Management Policy applies to any tree that:

- Is 3 metres or more in height,
- Has a trunk diameter of 200mm or more at a height of 1 metre from the ground, or
- Has a branch spread of 3 metres or more

Please note that:

- A dead/dying tree is subject to the Tree Management Policy
- Pruning of major structural or anchor roots is also subject to the Tree Management Policy

Some trees may be exempt and do not require a permit to prune or remove them. Following is a list of the exempt tree species:

| Common Name | Botanical Name |
|----------------------------------------|-----------------------------------------------------------|
| African fern pine, Yellowwood | <i>Afrocarpus falcatus</i> (Syn. <i>Nageia falcatus</i>) |
| African Olive | <i>Olea europaea</i> subsp. <i>cuspidata</i> |
| Alder | <i>Alnus</i> species |
| Black Locust | <i>Robinia pseudoacacia</i> |
| Box Elder | <i>Acer negundo</i> |
| Camphor Laurel | <i>Cinnamomum camphora</i> |
| Canary Island Date Palm | <i>Phoenix canariensis</i> |
| China Doll | <i>Radermachera sinica</i> |
| Chinese Tallow | <i>Triadica sebifera</i> [<i>Sapium sebiferum</i>] |
| Cocos or Queen Palm | <i>Syagrus romanzoffiana</i> |
| Common Hackberry | <i>Celtis occidentalis</i> |
| Coral Tree | <i>Erythrina x sykesii</i> |
| Cotoneaster | <i>Cotoneaster</i> species |
| Domestic Fruit Trees | |
| Golden Cypress Pine | <i>Cupressus macrocarpa</i> 'Brunniana' |
| Goldenrain Tree | <i>Koelreutaria paniculata</i> |
| Honey Locust | <i>Gleditsia triacanthos</i> |
| Kaffir Plum | <i>Harpephyllum caffrum</i> |
| Liquidambar | <i>Liquidambar</i> species |
| Norfolk Island Hibiscus/Itchy Pod Tree | <i>Lagunaria patersonii</i> |
| Oleander | <i>Nerium oleander</i> |
| Peppercorn, Pepper Tree | <i>Schinus areira</i> |
| Poplar | <i>Populus</i> species |
| Privet | <i>Ligustrum</i> species |
| Radiata Pine | <i>Pinus radiata</i> |
| Rubber Tree | <i>Ficus elastica</i> |

| Common Name | Botanical Name |
|---------------|--------------------------------|
| Silky Oak | <i>Grevillea robusta</i> |
| Umbrella Tree | <i>Schefflera actinophylla</i> |
| Willow | <i>Salix</i> species |

For the full list of other exemptions please refer to the Tree Management Policy document available via Council's website.

Any person acting on a permit issued under this Policy must comply with all conditions of that permit.

Any person who contravenes, or causes or permits the contravention of this Policy is guilty of an offence under the Environmental Planning and Assessment Act 1979.

Development Consents may contain restrictions relating to trees.

Further information regarding Council's Tree Management Policy including how to lodge an application can be made by contacting Council's Customer Service on telephone 4227 7111. Alternatively information can be obtained from Council's website via the following link <http://www.wollongong.nsw.gov.au/services/household/trees/Pages/Lodgeatmp.aspx>.

2. Termite Management for Buildings

Australian Standards 3660.1-2000 (New Buildings) AS 3660.2-2000 (Existing Buildings) Termite Management, recommends that buildings be inspected and be maintained in order to achieve termite management of buildings. Licensed Pest Control Contractors should be contacted to achieve necessary termite control.

3. Lead Paint and Building Renovations

Your attention is drawn to the hazards associated with lead-based paints during building renovation. Suitable precautions should be taken when removing flaking paint or sanding painted surfaces suspected to have been treated with lead-based paint to prevent contamination of the immediate environment and associated health risk from lead dust.

AS 4361 – Part 2 – Guide to Lead Paint Management – Residential and Commercial.

4. Sewage Management Systems

Where a property has on-site sewage management system (this includes septic tanks, disposal trenches, aerated waste water treatment systems, composting toilets and pump out systems) the new owner must obtain an "Approval to Operate" from Council within 3 months of land ownership being transferred or otherwise conveyed.

5. Asbestos

Exposure to asbestos is a serious health hazard. In Australia, asbestos was gradually phased out of building materials in the 1980s and the supply and installation of asbestos containing goods has been prohibited since 31 December 2003. However, asbestos legacy materials still exist in many homes, buildings and other assets and infrastructure.

Council on the 27 October 2014 adopted an Asbestos policy which states Council's commitment to and responsibilities for safely managing asbestos, and provides information for Council and the local community on safely managing asbestos. The policy can be viewed on Council's website: www.wollongong.nsw.gov.au.

6. Loose-Fill Asbestos Insulation

Some residential homes located in NSW have been identified as containing loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licenced asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the buildings occupants.

Contact NSW Fair Trading for further information.

7. Building Product Use Ban

On 10 August 2018, the Commissioner of Fair Trading, Department of Finance, Services and Innovation issued, by way of a notice, a Building Product Use Ban under Section 9(1) of the Building Products (Safety) Act 2017. This notice prohibited the use of Aluminium Composite Panels (ACPs) with a core of greater 30 percent Polyethylene (PE) by mass (“the building product”) in any external cladding, external wall, external insulation, faced or rendered finish in certain classes of buildings under the National Construction Code and subject to certain exceptions. The ban commenced operation on Wednesday 15 August 2018.

You should undertake your own inquiries as to whether any of the Panels referenced in the Building Product Use Ban have been utilised in the building.

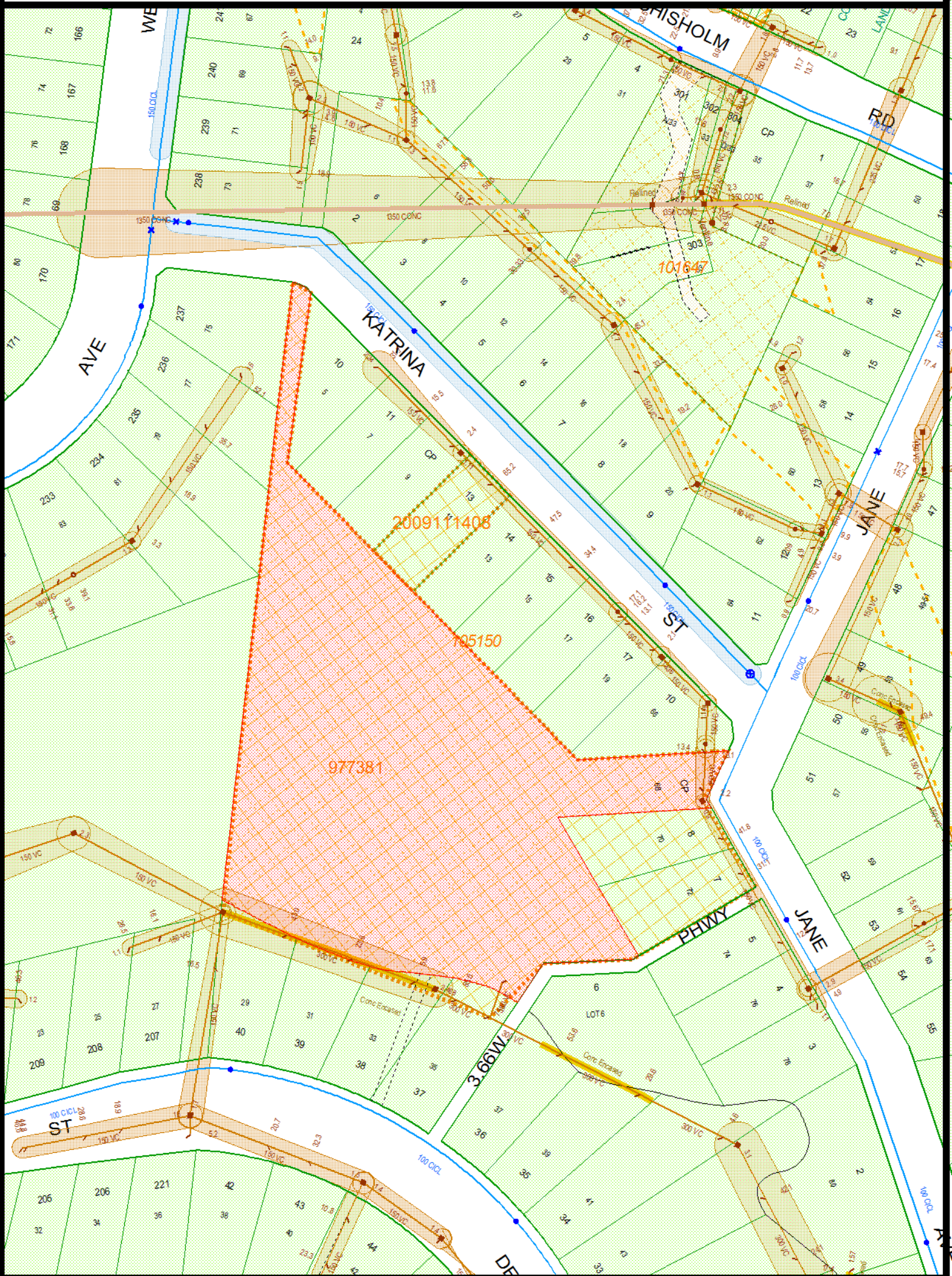
This letter is authorised by:

Jamie Turner

LIS Information Officer Section 10.7 Planning Certificates

Wollongong City Council

Telephone (02) 4227 7111



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

No. 63917

Municipality of C.W.
Lake Heights

- Boundary Trap
- ⊙ Inspection Shaft
- Pit
- ⊠ Grease Interceptor
- ⊗ Gully
- ⊘ P Trap

- SYMBOLS AND ABBREVIATIONS
- RV Reflux Valve
 - IP Induct Pipe
 - CE Cleaning Eye
 - MF Mica Flap
 - OV Vertical Pipe
 - T Tubs
 - OVP Vent Pipe
 - KS Kitchen Sink
 - OSVP Soil Vent Pipe
 - WC Water Closet
 - DCC Down Cast Cowl
 - BW Bath Waste

- SEWER AVAILABLE
- BSN Basin
 - SHR Shower
 - WIP Wrought Iron Pipe
 - CIP Cast Iron Pipe
 - FW Floor Waste
 - WM Washing Machine

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

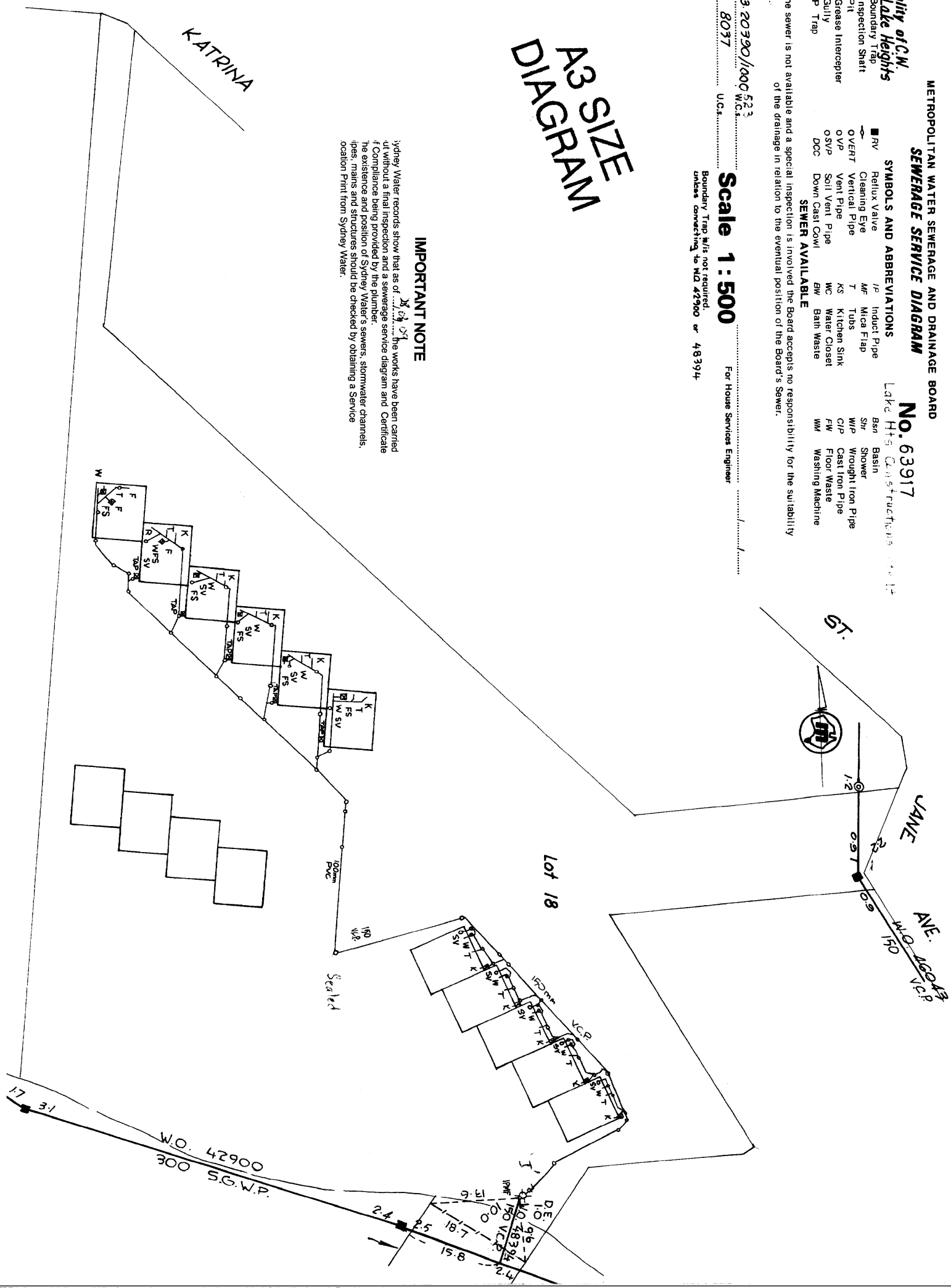
DATE No. 103.20390/1000 523
SHEET No. 8037 U.C.S.

Scale 1 : 500
Boundary Trap w/its not required.
Unless connecting to WD 42900 or 48394
For House Services Engineer

A3 SIZE
DIAGRAM

IMPORTANT NOTE

Sydney Water records show that as of 28/01/21 the works have been carried out without a final inspection and a sewerage service diagram and Certificate of Compliance being provided by the plumber.
The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be checked by obtaining a Service Location Print from Sydney Water.





Revenue

| | |
|-------------------|-------------|
| Enquiry ID | 3352553 |
| Agent ID | 81429403 |
| Issue Date | 03 Nov 2020 |
| Correspondence ID | 1715118715 |
| Your reference | 1577/20 |

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

| Land ID | Land address | Taxable land value |
|----------|------------------------------------|--------------------|
| S15188/3 | Unit 3, 68 JANE AVE WARRAWONG 2502 | \$80 180 |

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2020 tax year.

Yours sincerely,

Scott Johnston
Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.



landtax@revenue.nsw.gov.au

* Overseas customers call +61 2 7808 6906
Help in community languages is available.

FromPurchaser's Solicitor

ToVendor's Solicitor

Date:.....

REQUISITIONS ON TITLE**2008 EDITION**

RE:..... Purchase From

Property

In these Requisitions:-

- (a) the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender.
- (b) "the Act" means the Strata Schemes Management Act 1996.
- (c) "amending Act" means the Strata Schemes Management Amendment Act 2004.
- (d) "common property" and "Lot" have the meanings ascribed to them by Section 5(1) of the Strata Titles (Freehold Developments) Act 1973.
- (e) "parcel" means land, improvements and fixtures.
- (f) "land" means the land only.
- (g) "improvements" means improvements and fixtures.
- (h) "clause" and "clauses" mean a clause or clauses in the 2005 Edition of the Contract for Sale of Land.

| REQUISITIONS | RESPONSE |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1. The Vendor must comply on completion with Clauses 15, 16.1, 16.3, 16.5, 16.12 and 17.1. | |
| 2. The Vendor must comply before completion with any work order in accordance with Clauses 11.1 and 14.8. | |
| 3. The Vendor must comply with Clauses 23.11, 23.13 and 23.18.1. | |
| 4. Is there any pending litigation against the Vendor and/or in respect of the land or common property or lot? If so, please give full details. | |
| 5. Has the Vendor been served with any notice, order or claim arising from any of the following statutes:- (a) Family Provision Act 1982 (NSW Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Law Act 1975 (Commonwealth Statute)? If so, please advise full details. | |
| 6. If the Vendor has any liability in respect of fixtures and/or inclusions within the lot under any credit contract, hire-purchase agreement, security instrument in goods, leasing agreement, lien, charge or otherwise encumbered, the Vendor must satisfy any such liability on or before completion. | |
| 7. The Vendor must ensure all mortgages, writs and caveats are removed from the object title prior to completion or in the alternative the appropriate registrable arms to remove them, properly executed, must be tendered at completion. | |
| 8. If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver over the company's assets and property? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001? | |

| REQUISITIONS | RESPONSE |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <p>9. If the sale of the property is subject to an existing tenancy:-</p> <ul style="list-style-type: none"> (a) (If not already supplied) The Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid. (b) Has there been any breach of the lease in which case such breach must be remedied before completion. (c) Rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2. (d) The lease (stamped) and, if necessary, registered should be handed over to the Purchaser on completion. (e) (If applicable) The Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from completion. (f) The Vendor must comply with Clauses 24.3, 2, 24.4.1, 24.4.3 and 24.4.4 on or before completion. | |
| <p>10. If the lot is sold "off-the-plan":-</p> <ul style="list-style-type: none"> (a) The Vendor must provide the Purchaser before completion with:- <ul style="list-style-type: none"> (i) an Occupation Certificate (or a copy) issued as required by Section 109M(1) of the Environmental Planning and Assessment Act 1979. (ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion. (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979. (iv) evidence that a final Fire Safety Certificate has been issued for the building. (b) Has the Vendor complied fully with the local Council's Conditions of Development Consent in respect of the Strata Scheme Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified. (c) Has the Builder complied with the sound insulation provisions contained in the Building Code of Australia which came into effect on 1 May 2004? (d) Has the owners corporation complied with its obligations relating to its sinking fund which were imposed on it by the amending Act? (e) The Vendor must comply with Clause 28 before completion. | |
| <p>11. If the Vendor is an executor and/or trustee:-</p> <ul style="list-style-type: none"> (a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustee's receipt. (b) Alternatively, do you require payment of the amount payable to the Vendor to be made into an Estate bank account? (c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please produce your written authority before settlement. (d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with. | |
| <p>12. If the Transfer will be signed under Power of Attorney:-</p> <ul style="list-style-type: none"> (a) Please produce before completion a copy of the registered Power of Attorney, and (b) Please provide written evidence of its non-revocation. | |
| <p>13. Is the parcel situated within an aircraft flight path? If so, on what basis and what curfew applies?</p> | |
| <p>14. Rates, taxes and levies must be adjusted in accordance with Clauses 14, 23.3 - 23.7 inclusive and the Vendor must comply with Clause 16.6</p> | |
| <p>15. Is the lot or the building which contains the lot affected by the Rural Fires Act 1997? If so, is the land on which the building is erected a bushfire hazard or bushfire-prone land? If so, please give full details.</p> | |

| REQUISITIONS | RESPONSE |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 16. Is the land on which the building is erected affected by the Contaminated Land Management Act 1997? If so, have any notices or orders been served on the owners corporation and have they been complied with? | |
| 17. Are there any outstanding notices issued under:- (a) Section 121H of the Environmental Planning and Assessment Act 1979, and/or (b) Section 735 of the Local Government Act 1993 in relation to the lot? If so, the Vendor should fully comply with any such notices before completion. If such notices were served on the owners corporation, have they been complied with or when does the owners corporation intend to so comply? | |
| 18. Is the Vendor aware of any notice or order having been served on the owners corporation by the local Council under Section 124 of the Local Government Act 1993, including a notice or order relating to fire safety? If so, does the Vendor know whether such notice or order has been fully complied with. | |
| 19. (a) Has the owners corporation complied with the provisions of the Environmental Planning and Assessment Act 1979 and its 2000 Regulation relating to fire safety measures in the building? Is the assessment and certification of such essential fire safety measures carried out every 12 months as the Regulation requires, to the Vendor's knowledge? (b) Does the owners corporation submit to the local Council an annual fire safety statement and forward a copy to the NSW Fire Brigade, to the Vendor's knowledge? Can the Vendor provide documentary evidence of such compliance? (c) Have any fire safety measures been installed in the lot, for example, smoke detectors? | |
| 20. Has the owners corporation complied with its obligations under the Occupational Health and Safety Act 2000 and Regulations, to the Vendor's knowledge? | |
| 21. Are there any noise problems arising from occupation of the units comprised in the building? Have the proprietors complied with by-laws 1 and 14 of Schedule 1 to the Act? Is there any outstanding notice which relates to noise problems in the lot or in any adjoining lots? | |
| 22. Has the Vendor received any notice from the owners corporation under Section 45 of the Act? If so, please advise details of such notice which should be complied with before completion. | |
| 23. Has the owners corporation or the owner of any lot taken any action in relation to the common property under Section 65A of the amending Act? If so, please advise details. | |
| 24. Has the owners corporation granted any licence under Section 65B of the amending Act? If so, please give details. | |
| 25. Does the Vendor know whether there is any outstanding notice which was issued to the owners corporation under Section 65C of the amending Act? If so, please advise details. | |
| 26. Have any orders been made by an Adjudicator under Division 11 of Chapter 5 of the Act, to the Vendor's knowledge? If so, please provide a copy of any such orders. | |
| 27. If a Swimming Pool is included in the parcel:- (a) Was its construction approved by the local Council? Please furnish a copy of such approval. (b) Have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with? | |
| 28. Has the Vendor or any predecessor in title been bankrupt or are there any pending bankruptcy proceedings against the Vendor? | |

| REQUISITIONS | RESPONSE |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 29. Is the Vendor aware of any building works having been done on the parcel to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide evidence that such legislation has been complied with. | |
| 30. Is the Vendor under a legal obligation to contribute to works already carried out or to be carried out in relation to the lot and/or parcel? (a) In the case of the lot, the Vendor should discharge such liability before completion or make an appropriate cash allowance on completion. (b) In the case of the parcel, the Vendor must comply with Clauses 23.5, 23.6 and 23.7. | |
| 31. Does the Vendor know whether the provisions of the Local Government Act 1919 or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to strata scheme subdivisions, buildings, alterations and additions have been complied with in relation to the parcel and lot? | |
| 32. In relation to the by-laws of the Owners Corporation:- (a) Has the Owners Corporation resolved to make any changes to the statutory by-laws? If so, please advise details or provide a copy of any such changes. (b) Has the Vendor as at date of the contract complied with all by-laws applicable to the strata scheme? If not, Vendor should do so before completion. | |
| 33. Is the "initial period" as defined in Part 1 of the Dictionary to the Act still in existence or has it expired? Has the Owners Corporation made a by-law under Section 56 of the Act? If so, please provide a copy. | |
| 34. Is the Vendor aware of any breach of Section 117 of the Act? If so, please give details and advise whether the Owners Corporation has resolved or is proposing to take any action in respect of such breach. | |
| 35. Is the Vendor aware of any outstanding notice issued by the local Council or any statutory authority to the Owners Corporation which it has not complied with? If so, please advise details or provide a copy of any such notice. | |
| 36. What levies have been determined under Sections 76 and 78 of the Act? Please advise the date to which such levies have been paid. | |
| 37. (If not already provided to the Purchaser). Please provide a copy of the Minutes of the last:- (a) Annual General Meeting of the Owners Corporation. (b) (If applicable) Extraordinary General Meeting of the Owners Corporation. (c) Meeting of the Executive Committee. | |
| 38. The Purchaser reserves his contractual rights given by Clause 23.9 to rescind the contract, if any condition referred to in this clause arises before completion. | |
| 39. The Vendor must provide at settlement a direction in accordance with Clause 20.5. | |

DISCLAIMER

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Solicitor for Vendor