

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 76690788	NSW DAN:
vendor's agent	FIRST NATIONAL SHELLHARBOUR 18/23 Addison Street, Shellharbour NSW 2529		Phone: 02 4295 5033 Fax:
co-agent			Ref: Matt Hutchinson
vendor	ROBERT WILLIAM ZWOLSMAN, SILVIA MARINA ZWOLSMAN 4 Southern Cross Boulevard Shell Cove NSW 2529		
vendor's solicitor	RMB Lawyers Level 3 110-114 Crown Street Wollongong NSW 2500 PO Box 105, Wollongong 2520, DX 27820 Wollongong Court		Phone: 02 4232 0809 Fax: 02 4229 2164 Ref: AB ZWO-3-4
date for completion	12 weeks after the contract date	(clause 15)	Email: abbyb@rmblawyers.com.au
land	4 SOUTHERN CROSS BVD SHELL COVE NSW 2529 (Address, plan details and title reference) LOT 3021 IN DEPOSITED PLAN 881395 3021/881395		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: outbuilding/workspace, swimming pool		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> other: ceiling fans, smoke alarms, garage remote, gas points pool table, vacuum system	
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

vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30) no YES

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

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

land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment) NO yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *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 *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 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 –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* 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;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties'* *Conveyancing Transaction*;

<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*.

ADDITIONAL PROVISIONS

4 Southern Cross Boulevard, Shell Cove

33 ADDITIONAL PROVISIONS PREVAIL

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

34 REQUISITIONS

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

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

35 A PARTY AFFECTED BY COVID-19

35.1 If, prior to completion, a party to this Contract:

35.1.1 contracts the Covid-19 virus;

35.1.2 is placed in isolation in the property;

35.1.3 is directed to self-isolate in the property; or

35.1.4 needs to care for an immediate member of their household or family in the property,

then the parties agree that the succeeding provisions will apply.

35.2 The other party cannot issue a notice to complete on that party until such time that the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.

35.3 The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.

35.4 Completion shall take place within seven (7) days from the date from which the party is permitted to leave the property.

35.5 If the vendor is the party seeking the benefit of this clause, he shall do all things reasonably possible to vacate the property a minimum of 24-hour's prior to completion.

35.6 It is an essential term of this contract that if the vendor is seeking the benefit of this clause, he shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air-conditioning filters and using disinfectant products to clean doorhandles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.

36 NOTICE TO COMPLETE

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

37 LIQUIDATED DAMAGES

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

- 37.1 Without prejudice and in addition to any other remedies available to the vendor the purchaser will pay liquidated damages to the vendor on completion.
- 37.2 The liquidated damages must be a sum equivalent to interest on the balance of the purchase price calculated at the rate of 10% per annum from and including the completion date up to and including the actual day of completion, and a further sum of \$330.00 (plus GST) for the vendor's additional legal costs associated with the purchaser's failure to complete on time.
- 37.3 The liquidated damages payable under 37.2 are agreed by the parties to be a genuine pre-estimate of the vendor's actual damages.

38 SERVICE BY FACSIMILE

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

39 VENDOR'S AGENT

- 39.1 The purchaser promises that the purchaser was not introduced to the vendor or to the property by any agent other than the vendor's agent named in this contract and that no other agent was the cause of the purchaser entering into this contract.
- 39.2 The purchaser must indemnify the vendor against any claim (including the vendor's costs of resisting the claim) by any other agent alleging an introduction or that he was the cause of the purchaser entering into this contract.
- 39.3 Rights under this clause continue after completion, whether or not other rights continue.

40 RESCISSION FOR INSOLVENCY, DEATH OR INCAPACITY

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

- 40.1 die, or

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

then either party (except in the cause of 40.4 then the Purchaser only) may rescind this agreement by serving a notice in writing signed by the Solicitor named herein as the Solicitor for that party and thereupon this agreement shall be at an end and the provisions of clause 19 hereof shall apply.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Robert William Zwolsman and Silvia Marina Zwolsman**
Purchaser:
Property: **4 Southern Cross Boulevard, Shell Cove, NSW 2529**
Dated: 14 January 2021

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948(NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property? If so, please provide details and indicate if there are any proposals for amendment or revocation.
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
28. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 3021/881395

SEARCH DATE	TIME	EDITION NO	DATE
14/1/2021	9:22 AM	6	9/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 3021 IN DEPOSITED PLAN 881395
AT SHELLHARBOUR
LOCAL GOVERNMENT AREA SHELLHARBOUR
PARISH OF TERRAGONG COUNTY OF CAMDEN
TITLE DIAGRAM DP881395

FIRST SCHEDULE

ROBERT WILLIAM ZWOLSMAN
SILVIA MARINA ZWOLSMAN
AS JOINT TENANTS (T 9198726)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP866484 EASEMENT FOR DRAINAGE OF WATER 1 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP881395 RESTRICTION(S) ON THE USE OF LAND
- 4 AA269451 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

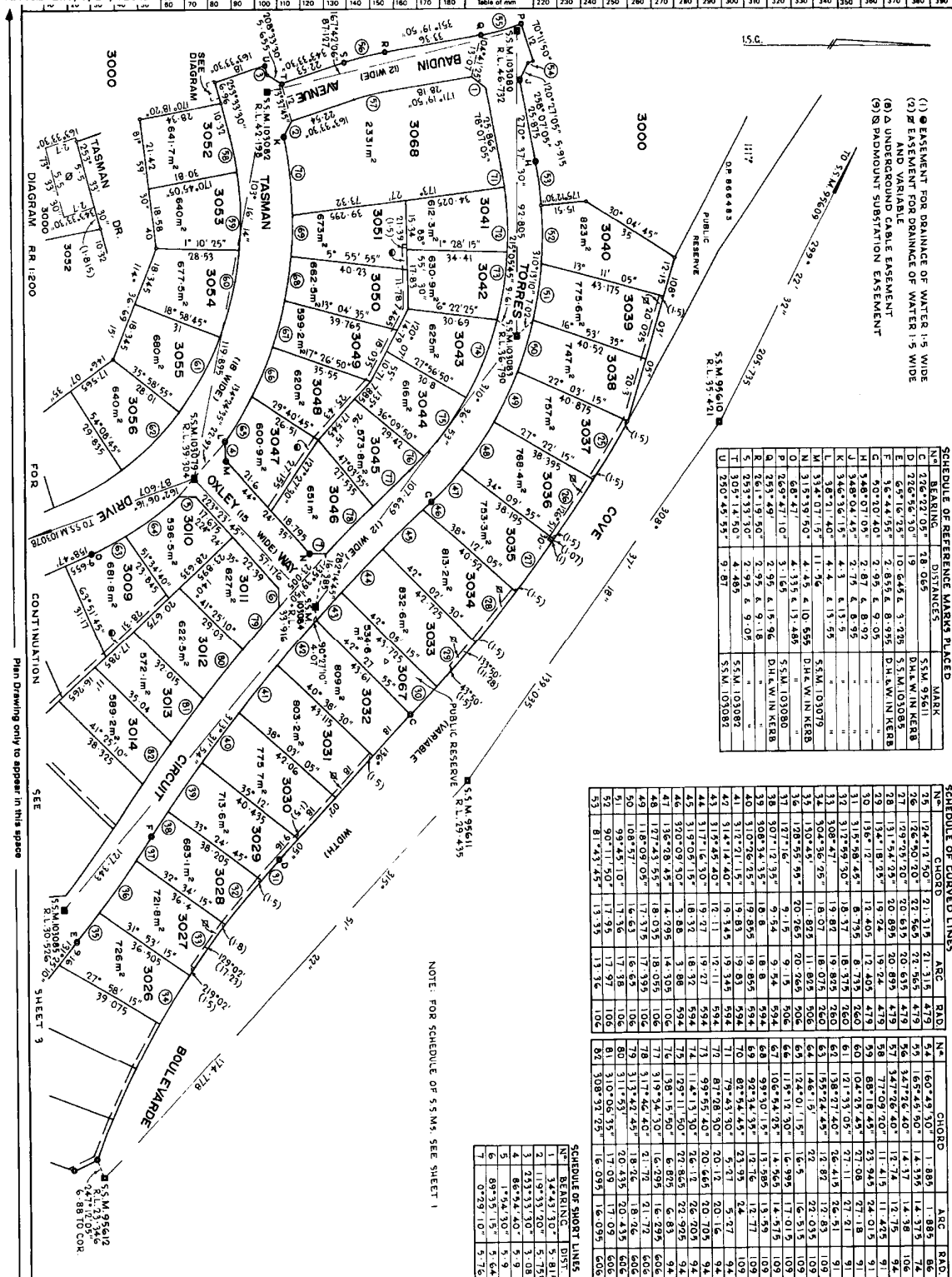
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION



- (1) EASEMENT FOR DRAINAGE OF WATER 1:5 WIDE
 (2) EASEMENT FOR DRAINAGE OF WATER 1:5 WIDE
 AND VARIABLE CABLE EASEMENT
 (3) UNDERGROUND CABLE EASEMENT
 (4) PAVEMENT SUBSTITUTION EASEMENT

SCHEDULE OF REFERENCE MARKS PLACED

MARK	BEARING	DISTANCE
A	S 55° 10' 00" E	10.00
B	S 75° 00' 00" E	15.00
C	N 10° 00' 00" W	20.00
D	S 80° 00' 00" E	25.00
E	N 15° 00' 00" W	30.00
F	S 60° 00' 00" E	35.00
G	N 20° 00' 00" W	40.00
H	S 70° 00' 00" E	45.00
I	N 25° 00' 00" W	50.00
J	S 85° 00' 00" E	55.00
K	N 30° 00' 00" W	60.00
L	S 90° 00' 00" E	65.00
M	N 35° 00' 00" W	70.00
N	S 95° 00' 00" E	75.00
O	N 40° 00' 00" W	80.00
P	S 100° 00' 00" E	85.00
Q	N 45° 00' 00" W	90.00
R	S 105° 00' 00" E	95.00
S	N 50° 00' 00" W	100.00
T	S 110° 00' 00" E	105.00
U	N 55° 00' 00" W	110.00

SCHEDULE OF CURVED LINES

CHORD	ARC	RAD	N°	CHORD	ARC	RAD
26	124.13.70°	21.319	21.315	54	1627.22.05°	8.88
27	126.50.70°	22.269	22.265	55	1642.42.50°	8.57
28	128.87.70°	23.220	23.215	56	1657.63.00°	8.26
29	131.24.70°	24.171	24.165	57	1672.83.50°	7.95
30	133.61.70°	25.122	25.115	58	1688.04.00°	7.64
31	135.98.70°	26.073	26.065	59	1703.24.50°	7.33
32	138.35.70°	27.024	27.015	60	1718.45.00°	7.02
33	140.72.70°	27.975	27.965	61	1733.65.50°	6.71
34	143.09.70°	28.926	28.915	62	1748.86.00°	6.40
35	145.46.70°	29.877	29.865	63	1764.06.50°	6.09
36	147.83.70°	30.828	30.815	64	1779.27.00°	5.78
37	150.20.70°	31.779	31.765	65	1794.47.50°	5.47
38	152.57.70°	32.730	32.715	66	1809.68.00°	5.16
39	154.94.70°	33.681	33.665	67	1824.88.50°	4.85
40	157.31.70°	34.632	34.615	68	1840.09.00°	4.54
41	159.68.70°	35.583	35.565	69	1855.29.50°	4.23
42	162.05.70°	36.534	36.515	70	1870.50.00°	3.92
43	164.42.70°	37.485	37.465	71	1885.70.50°	3.61
44	166.79.70°	38.436	38.415	72	1900.91.00°	3.30
45	169.16.70°	39.387	39.365	73	1916.11.50°	2.99
46	171.53.70°	40.338	40.315	74	1931.32.00°	2.68
47	173.90.70°	41.289	41.265	75	1946.52.50°	2.37
48	176.27.70°	42.240	42.215	76	1961.73.00°	2.06
49	178.64.70°	43.191	43.165	77	1976.93.50°	1.75
50	181.01.70°	44.142	44.115	78	1992.14.00°	1.44
51	183.38.70°	45.093	45.065	79	2007.34.50°	1.13
52	185.75.70°	46.044	46.015	80	2022.55.00°	0.82
53	188.12.70°	47.000	46.965	81	2037.75.50°	0.51
54	190.49.70°	47.951	47.915	82	2052.96.00°	0.20
55	192.86.70°	48.902	48.865	83	2068.16.50°	0.00

SCHEDULE OF SHORT LINES

N°	BEARING	DIST.
1	S 4° 43' 30" E	5.815
2	S 12° 33' 30" E	5.755
3	S 20° 23' 30" E	5.695
4	S 28° 13' 30" E	5.635
5	S 36° 03' 30" E	5.575
6	S 43° 53' 30" E	5.515
7	S 51° 43' 30" E	5.455
8	S 59° 33' 30" E	5.395
9	S 67° 23' 30" E	5.335
10	S 75° 13' 30" E	5.275
11	S 83° 03' 30" E	5.215
12	S 90° 53' 30" E	5.155
13	S 98° 43' 30" E	5.095
14	S 106° 33' 30" E	5.035
15	S 114° 23' 30" E	4.975
16	S 122° 13' 30" E	4.915
17	S 130° 03' 30" E	4.855
18	S 137° 53' 30" E	4.795
19	S 145° 43' 30" E	4.735
20	S 153° 33' 30" E	4.675
21	S 161° 23' 30" E	4.615
22	S 169° 13' 30" E	4.555
23	S 177° 03' 30" E	4.495
24	S 184° 53' 30" E	4.435
25	S 192° 43' 30" E	4.375
26	S 200° 33' 30" E	4.315
27	S 208° 23' 30" E	4.255
28	S 216° 13' 30" E	4.195
29	S 224° 03' 30" E	4.135
30	S 231° 53' 30" E	4.075
31	S 239° 43' 30" E	4.015
32	S 247° 33' 30" E	3.955
33	S 255° 23' 30" E	3.895
34	S 263° 13' 30" E	3.835
35	S 271° 03' 30" E	3.775
36	S 278° 53' 30" E	3.715
37	S 286° 43' 30" E	3.655
38	S 294° 33' 30" E	3.595
39	S 302° 23' 30" E	3.535
40	S 310° 13' 30" E	3.475
41	S 318° 03' 30" E	3.415
42	S 325° 53' 30" E	3.355
43	S 333° 43' 30" E	3.295
44	S 341° 33' 30" E	3.235
45	S 349° 23' 30" E	3.175
46	S 357° 13' 30" E	3.115
47	S 365° 03' 30" E	3.055
48	S 372° 53' 30" E	2.995
49	S 380° 43' 30" E	2.935
50	S 388° 33' 30" E	2.875
51	S 396° 23' 30" E	2.815
52	S 404° 13' 30" E	2.755
53	S 412° 03' 30" E	2.695
54	S 419° 53' 30" E	2.635
55	S 427° 43' 30" E	2.575
56	S 435° 33' 30" E	2.515
57	S 443° 23' 30" E	2.455
58	S 451° 13' 30" E	2.395
59	S 459° 03' 30" E	2.335
60	S 466° 53' 30" E	2.275
61	S 474° 43' 30" E	2.215
62	S 482° 33' 30" E	2.155
63	S 490° 23' 30" E	2.095
64	S 498° 13' 30" E	2.035
65	S 506° 03' 30" E	1.975
66	S 513° 53' 30" E	1.915
67	S 521° 43' 30" E	1.855
68	S 529° 33' 30" E	1.795
69	S 537° 23' 30" E	1.735
70	S 545° 13' 30" E	1.675
71	S 553° 03' 30" E	1.615
72	S 560° 53' 30" E	1.555
73	S 568° 43' 30" E	1.495
74	S 576° 33' 30" E	1.435
75	S 584° 23' 30" E	1.375
76	S 592° 13' 30" E	1.315
77	S 600° 03' 30" E	1.255
78	S 607° 53' 30" E	1.195
79	S 615° 43' 30" E	1.135
80	S 623° 33' 30" E	1.075
81	S 631° 23' 30" E	1.015
82	S 639° 13' 30" E	0.955
83	S 647° 03' 30" E	0.895
84	S 654° 53' 30" E	0.835
85	S 662° 43' 30" E	0.775
86	S 670° 33' 30" E	0.715
87	S 678° 23' 30" E	0.655
88	S 686° 13' 30" E	0.595
89	S 694° 03' 30" E	0.535
90	S 701° 53' 30" E	0.475
91	S 709° 43' 30" E	0.415
92	S 717° 33' 30" E	0.355
93	S 725° 23' 30" E	0.295
94	S 733° 13' 30" E	0.235
95	S 741° 03' 30" E	0.175
96	S 748° 53' 30" E	0.115
97	S 756° 43' 30" E	0.055
98	S 764° 33' 30" E	0.000
99	S 772° 23' 30" E	0.000
100	S 780° 13' 30" E	0.000

Production Date: 1/30/2017

SWANSON'S REFERENCE: D88047P33A

Registered: *[Signature]* 2017/02/17/18

Plan No: 2 of 3

Scale: 1:1000

Sheet: 2 of 3

Project: 139834

Client: JRB

Author: JRB

Checker: JRB

Drawn: JRB

Notes: IT IS INTENDED TO CREATE LOTS 3005, 3006 AND 3067 AS PUBLIC RESERVE.

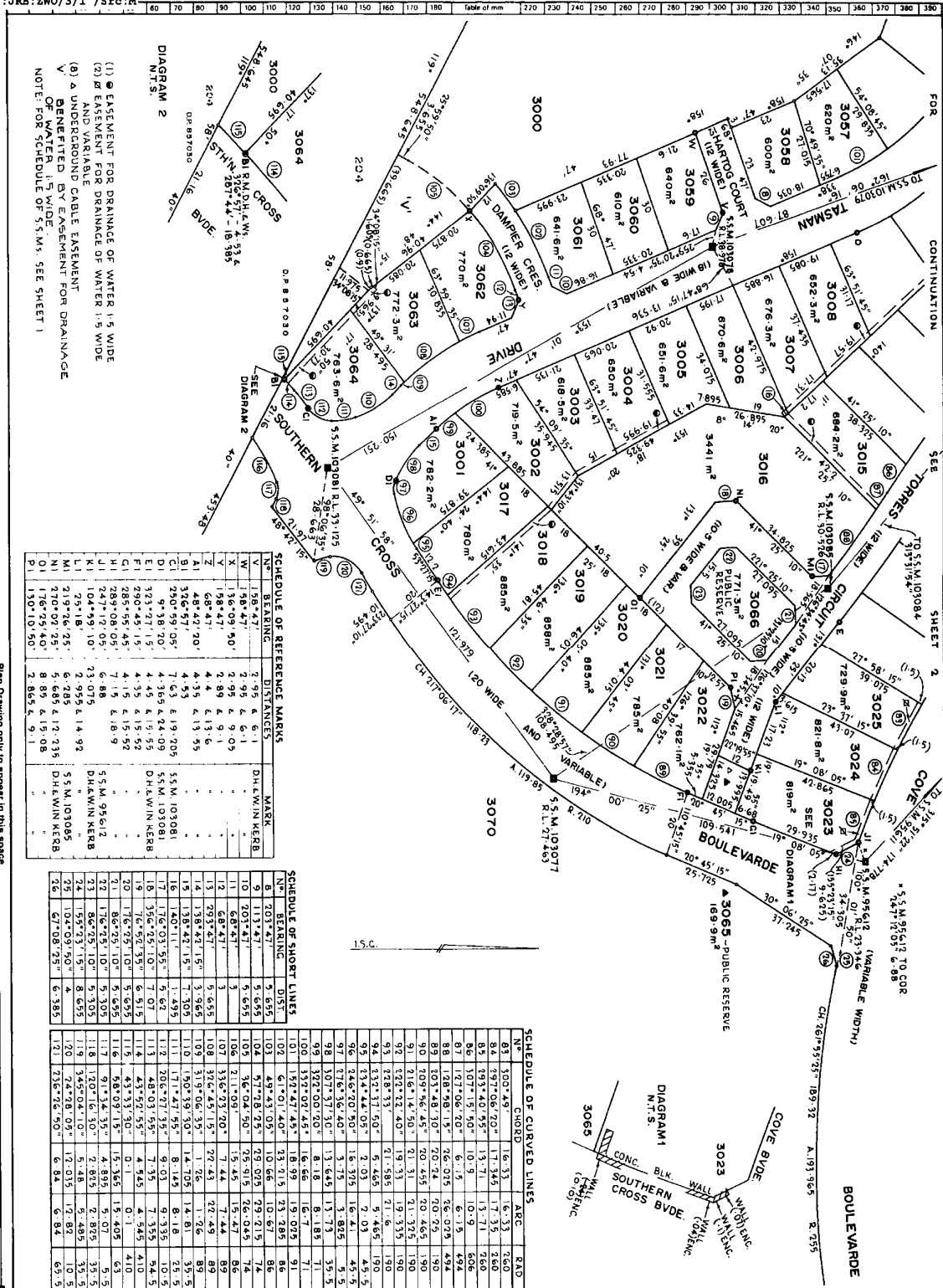


DIAGRAM 2
 N.T.S.
 (1) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
 AND VARIABLE
 (2) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
 UNDERGROUND CABLE EASEMENT
 V BENEFITED BY EASEMENT FOR DRAINAGE
 OF WATER 1.5 WIDE
 NOTE FOR SCHEDULE OF S.M.S. SEE SHEET 1

SCHEDULE OF REFERENCE MARKS

NO	BEARING	DISTANCES	MARK
V	158.47	2.95 & 6.1	D.H.W.I.N. KERB
W	158.09.50	2.99 & 9.03	"
X	68.47	2.89 & 9.16	"
Y	68.47	4.4 & 13.6	"
Z	68.47.20	4.33 & 13.95	"
A1	326.52.70	7.63 & 19.705	S.S.M. 103081
A2	290.59.05	4.45 & 15.55	D.H.W.I.N. KERB
A3	9.38.70	4.45 & 15.55	S.S.M. 103081
A4	323.27.15	4.45 & 15.52	D.H.W.I.N. KERB
F1	290.45.15	4.15 & 15.92	"
H1	287.08.05	7.15 & 18.9	S.S.M. 103081
H2	287.08.05	2.885	"
K1	72.18.10	2.95	D.H.W.I.N. KERB
K2	219.26.25	6.285	S.S.M. 103081
M1	170.02.25	5.685 & 12.735	D.H.W.I.N. KERB
N1	178.25.40	8.89 & 15.08	"
P1	150.10.50	2.885 & 9.1	"

SCHEDULE OF SHORT LINES

NO	BEARING	DIST	MARK
8	103.47	5.655	"
9	113.47	5.655	"
10	201.47	5.655	"
11	68.47	3	"
12	68.47	3.655	"
13	293.47.15	3.655	"
14	138.47.15	7.305	"
15	140.11	1.495	"
16	176.03.55	5.62	"
17	176.03.55	7.07	"
18	356.25.10	4.545	"
19	16.52.35	5.655	"
20	16.52.35	0.11	"
21	86.25.10	1.935	"
22	86.25.10	2.885	"
23	120.16.30	7.885	"
24	155.23.15	8.635	"
25	104.09.50	12.015	"
26	67.08.25	6.385	"

SCHEDULE OF CURVED LINES

NO	CHORD	ARC	R.A.S
81	303.48	16.43	6.33
82	287.06.70	17.345	7.35
83	303.48	17.345	7.35
84	307.15.50	10.9	6.06
85	107.06.70	6.15	6.15
86	107.06.70	6.15	6.15
87	107.06.70	6.15	6.15
88	107.06.70	6.15	6.15
89	107.06.70	6.15	6.15
90	107.06.70	6.15	6.15
91	107.06.70	6.15	6.15
92	107.06.70	6.15	6.15
93	107.06.70	6.15	6.15
94	107.06.70	6.15	6.15
95	107.06.70	6.15	6.15
96	107.06.70	6.15	6.15
97	107.06.70	6.15	6.15
98	107.06.70	6.15	6.15
99	107.06.70	6.15	6.15
100	107.06.70	6.15	6.15

Diagram 1 amended in L.T.O. AT SURVEYORS REVISIONS.

Reaction Ratio: 1:800

REGISTERED PROFESSIONAL ENGINEER
 DP 881395
 Registered Professional Engineer
 No. 2001 of 1995
 13 October 1995

ENGINEER REGISTERED UNDER DIVISION 41, 1928
 No. 2001 of 1995
 13 October 1995

OFFICE USE ONLY

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

(Sheet 1 of 12 Sheets)

DP 881395

Plan of Subdivision covered by Council's
Certificate No 24/98 of

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

the Council of the City of Shellharbour
Lamerton House
Lamerton Crescent
Blackbutt NSW 2529

P A R T 1

- 1. Identity of easements firstly referred to in the Plan** **Easement for drainage of water 1.5 wide**

Schedule of Lots etc affected

Lots Burdened:

3002
3003
3004
3006
3007
3008
3009
3015
3018
3047
3048
3049
3050
3051
3063
3064

Lots Benefited:

3003, 3004, 3005
3004, 3005
3005
3007, 3008, 3009, 3010
3008, 3009, 3010
3009, 3010
3010
3006, 3007, 3008, 3009, 3010
3002, 3003, 3004, 3005, 3017
3041, 3042, 3048, 3049, 3050, 3051
3041, 3042, 3049, 3050, 3051
3041, 3042, 3050, 3051
3041, 3042, 3051
3041
That part of 3000 designated V
3063 and that part of 3000 designated V

..... *K. Bode*
for General Manager

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

(Sheet 2 of 12 Sheets)

DP 881395

Plan of subdivision covered by Council's
Certificate No ~~24/98~~ of

PART 1 (continued)

- | | | |
|-----------|---|---|
| 2. | Identity of easements secondly referred to in the Plan | Easement for drainage of water 1.5 wide and variable |
|-----------|---|---|

Schedule of Lots etc affected

Lots Burdened:

3023
3024
3025
3027
3028
3029
3030
3031
3033
3034
3035
3036
3037
3038
3039

Lots Benefited:

3024, 3025, 3026
3025, 3026
3026
3028, 3029, 3030, 3031, 3032
3029, 3030, 3031, 3032
3030, 3031, 3032
3031, 3032
3032
3034, 3035
3035
3036,3037,3038,3039,3040
3037, 3038, 3039, 3040
3038, 3039, 3040
3039, 3040
3040

- | | |
|-----------|---|
| 3. | Identity of Restriction thirdly referred to in the Plan: |
|-----------|---|

Restriction on the use of land

Schedule of lots etc affected

Lots Burdened:

3001-3064 inclusive

Lots Benefited:

Every other lot

..... *L. Bader*
for General Manager

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

(Sheet 3 of 12 Sheets)

DP 881395

Plan of Subdivision covered by
Council's Certificate No 24/98 of

PART 1 (continued)

**4. Identity of Restriction
fourthly referred to in
the Plan:**

Restriction on the use of land

Schedule of lots etc affected

Lots Burdened:

3023-3040 inclusive

Authority Benefited:

the Council of the City of Shellharbour

**5. Identity of Restriction
fifthly referred to in
the Plan:**

Restriction on the use of land

Schedule of Lots etc affected

Lots Burdened:

3022
3023

Authority Benefited:

the Council of City of Shellharbour
the Council of City of Shellharbour

**6. Identity of Restriction
sixthly referred to in
the Plan:**

Restriction on the use of land

Schedule of lots etc affected

Lots Burdened:

3023-3038 inclusive

Authority Benefited:

the Council of City of Shellharbour

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

(Sheet 4 of 12 sheets)

DP 881395

Plan of subdivision covered by Council's
Certificate No 2499 of

PART 1 (continued)

**7. Identity of Restriction
seventhly referred to in
the Plan:**

Restriction on the use of land

Schedule of lots etc affected

Lots Burdened:

Authority Benefited:

3023

the Council of City of Shellharbour

**8. Identity of Easement
eighthly referred to in
the Plan:**

Underground Cable Easement

Schedule of lots etc affected

Lots Burdened:

Authority Benefited:

3065
3067

Integral Energy Australia
Integral Energy Australia

**9. Identity of Easement
ninthly referred to in
the Plan:**

Padmount Substation Easement:

Schedule of lots etc affected

Lots Burdened:

Authority Benefited:

3000

Integral Energy Australia

..... *Bade*
General Manager

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

(Sheet 5 of 12 sheets)

DP 881395

Plan of Subdivision covered by Council's
Certificate No.24/30f

P A R T 2

**1. TERMS OF RESTRICTION ON THE USE OF LAND THIRDLY REFERRED TO IN THE
PLAN:**

- (a) For a period of 10 years only following the date of registration of this instrument, no building can be erected or be permitted to remain on any lot burdened unless detailed plans and specifications, including the external building materials and colours, of the building have previously been submitted to and approved in writing by an architect nominated for that purpose by the Council of the City of Shellharbour ("Developer") but that approval cannot be unreasonably withheld.
- (b) Not more than one main building can be erected or be permitted to remain on any lot burdened and that main building must not be used for any purpose other than a single residential dwelling but this restriction does not prevent the erection and use of a building or buildings on any lot burdened strictly in accordance with the conditions of the Shell Cove Development Control Plan ("DCP") if the DCP applies to that lot burdened.
- (c) No main building can be erected or be permitted to remain on any lot burdened unless:
 - (i) it has a gross floor area of not more than 50% of the area of that lot; and
 - (ii) it is within a 45 degree building envelope line from a 5 metre height at the boundary at natural ground level; and
 - (iii) its height is 8 metres or less above the lower of the natural or finished ground levels.
- (d) On any lot burdened having an area of 450 square metres or greater no main building can be erected or be permitted to remain unless that main building has a gross floor area of 125 square metres or greater.
- (e) No fence can be erected or be permitted to remain on the side boundary facing the street of any corner lot burdened unless it is:
 - (i) approved by the Developer; and

..... *K. Bader*
for General Manager

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

(Sheet 6 of 12 sheets)

DP 881395

Plan of Subdivision covered by Council's
Certificate No. 24981

P A R T 2 (continued)

- (ii) constructed of timber (vertical boarding, 3 rail, lapped and capped) or brick of the same colour and texture as used in the dwelling on the lot.
- (f) No earth, stone, gravel or trees can be excavated or removed from any lot burdened except to the extent necessary for the erection of a building promptly following that excavation or removal.
- (g) No fuel storage tanks (except for oil heating purposes) or air conditioning units can be placed on or be permitted to remain on any lot burdened unless those tanks or units are not closer to any street than the front building line and are screened from public areas.
- (h) No noxious, noisy or offensive occupation, trade, business or industry can be conducted or carried out on any lot burdened.
- (i) No advertising hoarding or sign except temporary signs relating to sale of a lot can be erected or displayed or permitted to remain on any lot burdened without the previous written consent of the Developer.
- (j) No building can be erected or be permitted to remain on any lot burdened other than a building constructed with external walls of brick, rendered or bagged cement blocks or bricks or concrete, stone, glass, timber, approved texture coated material, composite cladding or any combination of those materials but the proportion of brick, rendered or bagged cement blocks or bricks or concrete, stone, approved texture coated material or any combination of those materials cannot be less than 50% of the total area of the external walls of that building.
- (k) No building can be erected or be permitted to remain on any lot burdened unless it has a roof of terracotta or cement tiles or of precast metal.
- (l) No clothes drying facility can be placed on or be permitted to remain on any lot burdened closer to any street than the front building line and any such facility must be screened from public areas.

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

DP 881395

(Sheet 7 of 12 sheets)

Plan of Subdivision covered by Council's
Certificate No. 24/98 of

P A R T 2 (continued)

- (m) No fence can be erected or be permitted to remain on any lot burdened to divide it from any adjoining land owned by the Developer, but only during the ownership of that adjoining land by the Developer its successors and assigns other than purchasers on sale, without the prior written consent of the Developer, but that consent cannot be withheld if that fence is erected without expense to the Developer and that consent is deemed to have been given in respect of every fence for the time being erected.
- (n) No fence can be erected or be permitted to remain on any lot burdened closer to any street than the building line of that street without the prior written consent of the Developer and no other fence can be erected or permitted to remain on any lot burdened unless it is:
- (i) 1.8 metre in height or less; and
 - (ii) constructed of timber (vertical boarding) or colorbond in the colours of Moss Vale Sand or Beige or Primrose or of brick of the same colour and texture as used in the dwelling on the lot.
- (o) For the purpose of restrictions (c) and (d) above, "gross floor area" means the sum of the areas of each floor of a building where the area of each floor is taken to be the area within the outer face of the external enclosing walls as measured at a height of 1400 millimetres above each floor level.

Gross Floor Area excludes:

- (i) balconies, patios and verandahs
- (ii) garage and carport areas under 45m square in area
- (iii) the combined first floor staircase area and upper level void areas less than 10 metres square in area
- (iv) outbuildings that are less than 20 metres square in area

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

**2. TERMS OF RESTRICTION ON THE USE OF THE LAND FOURTHLY REFERRED TO
IN THE PLAN:**

- (a) The owner of any lot burdened must not interfere with, damage or alter or permit the interference with, damage to or alteration to any acoustic fence constructed wholly or partly on that lot.
- (b) No fence can be erected or permitted to remain on any lot burdened to divide it from any adjoining public reserve or public road without the prior written consent of The Council of the City of Shellharbour or otherwise than in strict compliance with such conditions as that Council may impose.

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

DP 881395

(Sheet 8 of 12 sheets)

Plan of Subdivision covered by Council's
Certificate No. 24/98 of

P A R T 2 (continued)

**3. TERMS OF RESTRICTION ON THE USE OF THE LAND FIFTHLY REFERRED TO IN
THE PLAN:**

- (a) The owner of any lot burdened must not interfere with, damage or alter or permit the interference with, damage to or alteration of any timber vertical boarding, three (3) rail lapped and capped style fence constructed wholly or partly on the boundary of that lot.
- (b) No fence can be erected or permitted to remain on any lot burdened to divide it from any adjoining public reserve without the prior written consent of the Council of the City of Shellharbour or otherwise than in strict compliance with such conditions as that Council may impose.

**4. TERMS OF RESTRICTION ON THE USE OF THE LAND SIXTHLY REFERRED TO IN
THE PLAN:**

The common boundary of any lot burdened and Cove Boulevard must not be used as a means of access to or egress from that lot.

**5. TERMS OF RESTRICTION ON THE USE OF THE LAND SEVENTHLY REFERRED TO
IN THE PLAN:**

- (a) The owner of the lot burdened shall at all times when placing or positioning recepticals for the collection of garbage and rubbish, only utilise that part of Torres Circuit designated "X" adjacent to Lot 3022 for such placement or positioning.
- (b) The common boundary of the lot burdened and Southern Cross Boulevard must not be used as a means of access to or egress from that lot.

6. TERMS OF EASEMENT EIGHTHLY REFERRED TO IN THE PLAN:

Full and free right and licence for the Authority Benefited to erect electricity equipment under the land burdened by this easement for the purpose of transmission of electricity and incidental purposes and to cause or permit electricity to be transmitted through the electricity equipment together with the following rights:

..... Bode
General Manager

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

DP 881395

(Sheet 9 of 12 sheets)

Plan of Subdivision covered by Council's
Certificate No. 24/18 of

P A R T 2 (continued)

- (a) to enter, pass and repass on the land burdened (with or without vehicles) at all reasonable times (and at anytime in the event of an emergency) to gain access to the easement and to remain there for any reasonable time with or without workmen materials or machinery.
- (b) to cut, trim, remove, and lop trees, roots and other vegetation which encroach on the easement or prevent reasonable access to the easement or the electricity equipment.
- (c) to remove any other obstructions of any kind which encroach on the easement or prevent reasonable access to the easement or the electricity equipment, and
- (d) to excavate the land burdened for the purposes of this easement

In exercising its rights under this easement the Authority Benefited will take all reasonable precautions to ensure as little disturbance as possible to the surface of the land burdened and will restore that surface as nearly as practicable to its original condition.

The Owner of the land burdened covenants with the Authority Benefited that the Owner:

- (a) will not erect or permit to be erected any structure on or under the land burdened
- (b) will not alter the surface level of the land burdened or carry out any form of construction affecting its surface, under surface or subsoil, and
- (c) will not do or permit anything to be done whereby access by the Authority Benefited is restricted

without the written permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.

Authority Benefited means Integral Energy Australia and its successors, employees, agents, contractors, and persons authorised by it.

Owner means the registered proprietor of the land burdened (including those claiming under or through the Owner).

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

(Sheet 10 of 12 sheets)

DP 881395

Plan of Subdivision covered by Council's
Certificate No. 24/80f

P A R T 2 (continued)

Electricity Equipment means underground electricity cables, ducts and ancillary electrical equipment.

Erect includes construct, repair, replace, maintain, modify, use and remove.

TERMS OF EASEMENT NINTHLY REFERRED TO IN THE PLAN:

Full and free right and licence for the Authority Benefited to erect a padmounted substation on the land burdened by this easement for the purposes of transmission of electricity and incidental purposes together with the following rights:

- (a) to enter, pass and repass on the land burdened (with or without vehicles) at all reasonable times (and at any time in the event of an emergency) to gain access to the easement and to remain there for any reasonable time with or without workmen materials or machinery.
- (b) to cut, trim, remove, and lop trees, branches, roots and other foliage which encroach on the easement or prevent reasonable access to the easement or the padmounted substation.
- (c) to remove any other obstructions of any kind which encroach on the easement or prevent reasonable access to the easement or the padmounted substation, and
- (d) to excavate the land burdened for the purposes of this easement

In exercising its rights under this easement the Authority Benefited will take all reasonable precautions to ensure as little disturbance as possible to the surface of the land burdened and will restore that surface as nearly as practicable to its original condition.

The Owner of the land burdened covenants with the Authority Benefited that the Owner:

- (a) will not erect or permit to be erected any structure on or under the land burdened;
- (b) will not alter the surface level of the land burdened or carry out any form of construction affecting its surface, undersurface or subsoil, and

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

(Sheet 11 of 12 sheets)

DP 881395

Plan of Subdivision covered by Council's
Certificate No. 249801

P A R T 2 (continued)

- (c) will not do or permit anything to be done whereby access by the Authority Benefited is restricted

without the written permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.

Authority Benefited means Integral Energy Australia and its successors, employees, agents, contractors, and persons authorised by it

Owner means the registered proprietor of the land burdened (including those claiming under or through the Owner)

Padmounted substation means a padmounted electricity substation together with any underground or overhead electricity cables and any ancillary electrical equipment.

Erect includes construct, repair, replace, maintain, modify, use and remove.

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

DP 881395

(Sheet 12 of 12 sheets)

Plan of Subdivision covered by Council's
Certificate No. 24/80f

P A R T 2 (continued)

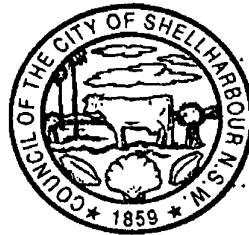
Name of person empowered to release, vary modify the easements firstly and secondly referred to and the restrictions on the use of land thirdly, fourthly, fifthly, sixthly and seventhly referred to in the plan:

the Council of the City of Shellharbour

Name of person empowered to release, vary or modify the easements eighthly and ninthly referred to in the plan:

Integral Energy Australia

THE COMMON SEAL of the COUNCIL
OF THE CITY OF SHELLHARBOUR
was affixed on 22 October 1998
pursuant to a resolution in that behalf:



[Signature]
Mayor
[Signature]
for General Manager

\\UN4\SHHELLCOVE.88B

[Signature]
for General Manager



PLAN FORM 2
SIGNATURE AND SEALS ONLY

THE COMMON SEAL OF THE COUNCIL OF THE CITY OF SHELLHARBOR was affixed on the 18th day of February 1997 in pursuance of a resolution of Council passed on the 17th day of December 1996

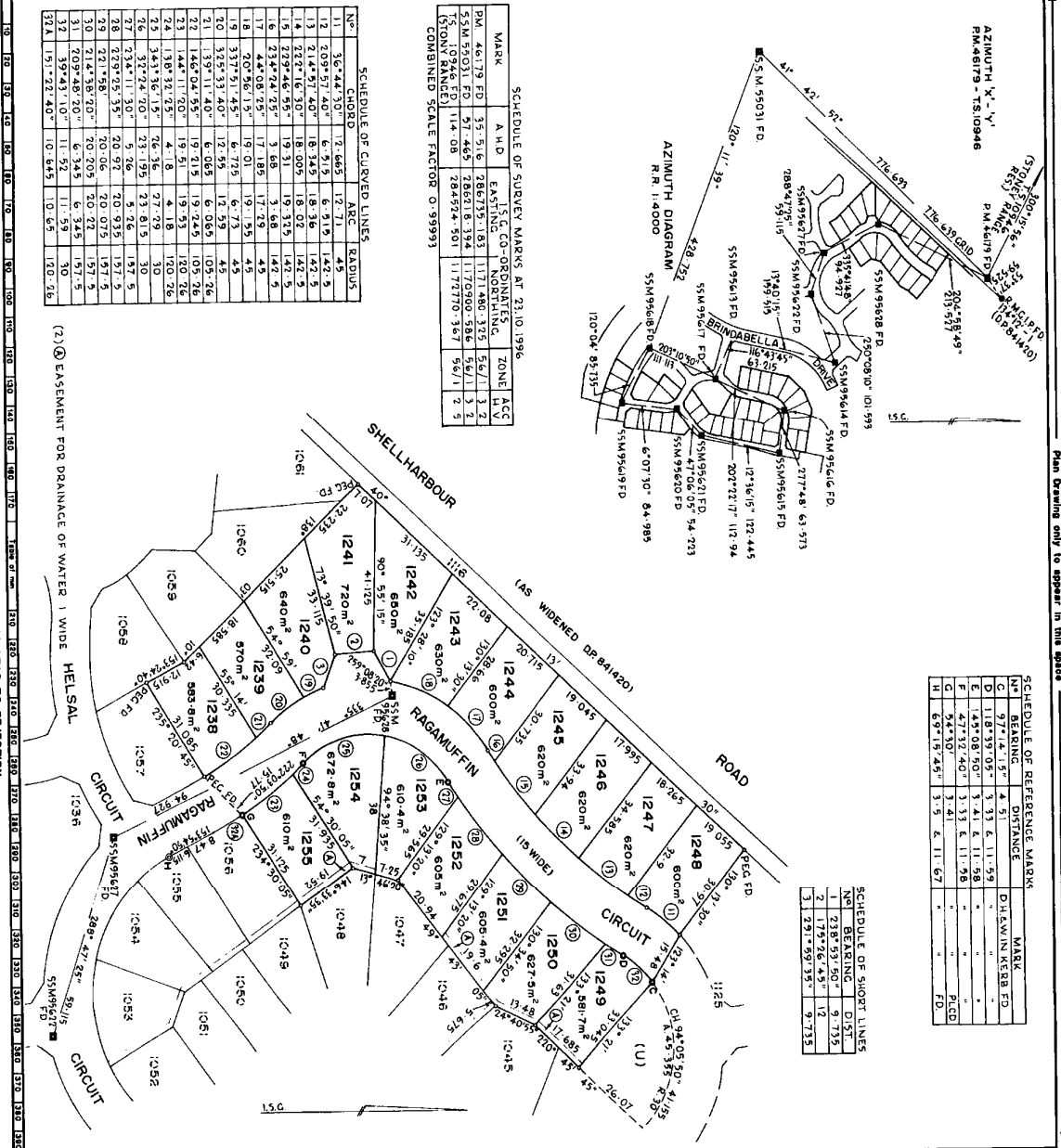
MAYOR

GENERAL MANAGER

Council Certificate
I, Mayor, Mayor Pro Tem, Council Members and the City Clerk of the City of Shellharbour, do hereby certify that the Plan of Subdivision of Lots 1118-1124 Inclusive, as shown on the attached plan, is in accordance with the provisions of the Local Government Act 1989 (New South Wales) and the provisions of the Local Government Act 1996 (New South Wales) and that the same have been approved by the Council of the City of Shellharbour on the 17th day of December 1996.

General Manager
I, General Manager, do hereby certify that the Plan of Subdivision of Lots 1118-1124 Inclusive, as shown on the attached plan, is in accordance with the provisions of the Local Government Act 1989 (New South Wales) and the provisions of the Local Government Act 1996 (New South Wales) and that the same have been approved by the Council of the City of Shellharbour on the 17th day of December 1996.

STATIONERS REFERENCE: D98031/P218



SCHEDULE OF SURVEY MARKS AT 23.10.1996

MARK	AHD	E.A.T.C.	CO-ORDINATES	ZONE	ACC
DM 46.179 ED	35.516	286275.183	1171480.325	56/1	1.2
SSM 57031 FD	97.465	286275.183	1171480.325	56/1	1.2
TS 10346.5D	114.08	284524.501	1172770.367	56/1	2.5

COMBINED SCALE FACTOR 0.99993

SCHEDULE OF CURVED LINES

No	CHORD	ARC	RADIUS	
11	36.444.30°	12.665	12.71	4.5
12	2.09.57.40°	6.515	6.515	142.5
13	21.4.57.40°	18.345	18.315	142.5
14	32.2.16.30°	16.005	16.575	142.5
15	32.4.24.25°	3.68	3.68	142.5
17	44.08.25°	17.185	17.29	4.5
18	20.56.15°	19.01	19.155	4.5
19	33.7.51.45°	6.735	6.73	4.5
20	33.57.33.40°	12.55	12.59	4.5
21	3.39.11.40°	6.085	6.085	105.26
22	14.6.04.55°	19.215	19.245	105.26
23	14.6.32.25°	4.18	4.18	120.26
24	34.1.36.15°	16.36	16.36	3.0
25	32.7.24.20°	23.135	23.135	197.5
26	32.7.24.20°	5.26	5.26	197.5
27	23.4.11.30°	70.97	70.975	197.5
28	22.9.25.35°	70.06	70.075	197.5
29	22.1.58°	70.06	70.075	197.5
30	21.4.35.20°	70.205	70.21	197.5
31	20.9.48.70°	6.245	6.245	3.0
32	15.21.22.40°	10.645	10.65	120.58

SCHEDULE OF REFERENCE MARKS

MARK	Bearing	Distance	D.H.E.W.I.N. KEYS	ED
A	97.2.4.15°	4.51	*	*
B	1.8.59.05°	3.33	6.11.59	*
C	1.45.08.50°	3.41	6.11.58	*
D	4.7.32.40°	3.33	6.11.58	*
E	34.30°	3.41	*	FIELD
F	69.19.45°	3.35	6.11.67	*

SCHEDULE OF SHORT LINES

MARK	Bearing	Dist
1	2.5.27.20°	1.173
2	291.59.73°	9.735

(2) EASEMENT FOR DRAINAGE OF WATER 1 WIDE HELSAL

WARNING: CHEASING OR FOLDING WILL LEAD TO REFLECTION

OFFICE USE ONLY
DP 866484

Registered 12.03.1997
C.A. No 3/97 of 18/02/1997
Torens
SUBDIVISION
Rel. Map: W8270-8, 82
Last Plan: DP 866483

PLAN OF SUBDIVISION OF LOTS 1118-1124 INCLUSIVE
IN D.P. 866483

LOCALITY: SHELLHARBOR
PARISH: TERRAGONG
COUNTY: CAMDEN

THIS IS SHEET 1 OF 1 PLAN IN CONFORMANCE WITH THE LOCAL GOVERNMENT ACT 1996.
I, BRUCE ERNEST SMITH, Surveyor, do hereby certify that this plan is a true and correct copy of the original plan as shown on the attached plan and that the same have been approved by the Council of the City of Shellharbour on the 17th day of December 1996.

LOCAL GOVERNMENT ACT 1996
PLEASE READ IN PREPARATION OF SURVEY/COMPASSION OR MAPPING

NOTES: FOR USE ONLY BY PERSONNEL OF THE LOCAL GOVERNMENT. THIS PLAN IS A PRELIMINARY PLAN. IT IS SUBJECT TO THE LOCAL GOVERNMENT ACT 1996 AND THE LOCAL GOVERNMENT ACT 1989. THE LOCAL GOVERNMENT MAY, AT ANY TIME, VARY THE WIDTH OF ANY EASEMENT OR RESTRICTION ON THE USE OF LAND. THE LOCAL GOVERNMENT MAY, AT ANY TIME, VARY THE WIDTH OF ANY EASEMENT OR RESTRICTION ON THE USE OF LAND.

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



Plan Drawing only to appear in this space

(1) EASEMENT FOR DRAINAGE OF WATER 1 WIDE
 (2) EASEMENT FOR DRAINAGE OF WATER VAR. WIDTH
 OF WATER 1/2 WIDE - DP 0866483

Revision: 1: 800

SWAYTON'S REFERENCE: 08609/PC18

Requestor: **D P 0866484**

Date: **12-03-1997**

This is a copy of the plan as shown and dated **22 NOVEMBER 1986**

Surveyor registered under Swayton Act 1929
 General Manager/Authorised Person
 Dated: 12/03/1997

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

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

(Sheet 1 of 9 Sheets)

DP 866484

Plan of subdivision covered by Council
Clerk's certificate No. **3** of **97**

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

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

PART 1

**1. Identity of easement
firstly referred to in
the plan:**

Easement for drainage of water variable width

Schedule of lots etc affected

Lot burdened:

1204

Lot benefited:

1203

**2. Identity of easement
secondly referred to in
the plan:**

Easement for drainage of water 1 wide


Schedule of lots etc affected

Lots burdened:

1206
1207
1208
1209
1210
1211
1215
1221

Lots benefited:

1205
1205,1206
1205-1207 inclusive
1205-1208 inclusive
1097,1098 in D.P. **866483**
~~1097,1098 in D.P. **866483**~~, 1210
1100, 1101 in D.P. **866483**, 1214
1100, 1101, 1102 in D.P. **866483**, 1214,
1215 & 1224-1227 inclusive


.....
General Manager

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

(Sheet 2 of 9 Sheets)

DP 866484

Plan of subdivision of covered by Council
Clerk's certificate No. **3** of **97**

PART 1 (continued)

Lots burdened

Lots benefited

1224	1100, 1101, 1102 in D.P. 866483 , 1214, 1215 & 1225-1227 inclusive
1225	1100, 1101, 1102 in D.P. 866483 1214, 1215, 1226,1227
1226	1100, 1101, 1102 in D.P. 866483 , 1214, 1215, 1227
1227	1100, 1101, 1102 in D.P. 866483 , 1214, 1215
1233	1232
1234	1232,1233
1235	1232-1234 inclusive
1237	1232-1235 inclusive
1249	Area designated (U) on plan within lot 1125 in D.P. 866483
1250	1249, 1251, 1252 & area designated (U) on plan within lot 1125 in D.P. 866483
1251	1252
1254	1253
1255	1253, 1254

**3. Identity of restriction
thirdly referred to in
the plan:**

Restriction on the use of land


Schedule of lots etc affected

Lots burdened:

Lots benefited:

1201-1255 inclusive

Every other lot


.....
General Manager

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

(Sheet 3 of 9 Sheets)

DP 866484

Plan of subdivision covered by Council
Clerk's certificate No. **3** of **97**

PART 1 (continued)

**4. Identity of restriction
fourthly referred to in
the plan:**

Restriction on the use of land

Schedule of lots etc affected

Lots burdened:

1201-1204 inclusive
1241-1248 inclusive

Authority benefited:

The Council of the City of Shellharbour

**5. Identity of restriction
fifthly referred to in
the plan:**

Restriction on the use of land

Schedule of lots etc affected

Lots burdened:

1204-1209 inclusive
1237

Authority benefited:

The Council of the City of Shellharbour



.....
General Manager

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

(Sheet 4 of 9 Sheets)

DP 866484

Plan of subdivision covered by Council
Clerk's certificate No. 3 of 97

PART 1 (continued)

6. **Identity of restriction
sixthly referred to in
the plan:**

Restriction on the use of land

Schedule of lots etc affected

Lots burdened:

1201-1204 inclusive

Authority benefited:

The Council of the City of Shellharbour

7. **Identity of restriction
seventhly referred to in
the plan:**

Restriction on the use of land

Schedule of lots etc affected

Lots burdened:

1201-1213 inclusive
1249-1254 inclusive

Authority benefited:

The Council of the City of Shellharbour


.....
General Manager

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

(Sheet 5 of 9 Sheets)

DP 866484

Plan of subdivision covered by Council
Clerk's certificate No. 3 of 97

PART 2

1. **Terms of restriction on the use of land thirdly referred to in the plan:**
 - (a) For a period of 10 years only following the date of registration of this instrument, no building can be erected or be permitted to remain on any lot burdened unless detailed plans and specifications, including the external building materials and colours, of the building have previously been submitted to and approved in writing by an architect nominated for that purpose by The Council of the City of Shellharbour ("Developer") but that approval cannot be unreasonably withheld.
 - (b) Not more than one main building can be erected or be permitted to remain on any lot burdened and that main building must not be used for any purpose other than a single residential dwelling but this restriction does not prevent the erection and use of a building or buildings on any lot burdened strictly in accordance with the conditions of the Shell Cove Development Control Plan ("DCP") if the DCP applies to that lot burdened.
 - (c) No main building can be erected or be permitted to remain on any lot burdened unless:
 - (i) it has a gross floor area of not more than 50% of the area of that lot; and
 - (ii) it is within a 45 degree building envelope line from a 5 metre height at the boundary at natural ground level; and
 - (iii) its height is 8 metres or less above the lower of the natural or finished ground levels.
 - (d) On any lot burdened having an area of 450 square metres or greater no main building can be erected or be permitted to remain unless that main building has a gross floor area of 125 square metres or greater.



.....
General Manager

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT 1919**

(Sheet 6 of 9 Sheets)

DP 866484

Plan of subdivision covered by Council
Clerk's certificate No. 3 of 97

PART 2 (continued)

- (e) No fence can be erected or be permitted to remain on the side boundary facing the street of any corner lot burdened unless it is:
 - (i) approved by the Developer; and
 - (ii) constructed of timber (vertical boarding, 3 rail, lapped and capped) or brick of the same colour and texture as used in the dwelling on the lot.
- (f) No earth, stone, gravel or trees can be excavated or removed from any lot burdened except to the extent necessary for the erection of a building promptly following that excavation or removal.
- (g) No fuel storage tanks (except for oil heating purposes) or air conditioning units can be placed on or be permitted to remain on any lot burdened unless those tanks or units are not closer to any street than the front building line and are screened from public areas.
- (h) No noxious, noisy or offensive occupation, trade, business or industry can be conducted or carried out on any lot burdened.
- (i) No advertising hoarding or sign except temporary signs relating to sale of a lot can be erected or displayed or permitted to remain on any lot burdened without the previous written consent of the Developer.
- (j) No building can be erected or be permitted to remain on any lot burdened other than a building constructed with external walls of brick, rendered or bagged cement blocks or bricks or concrete, stone, glass, timber, approved texture coated material, composite cladding or any combination of those materials but the proportion of brick, rendered or bagged cement blocks or bricks or concrete, stone, approved texture coated material or any combination of those materials cannot be less than 50% of the total area of the external walls of that building.



.....
General Manager

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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OF THE CONVEYANCING ACT 1919**

(Sheet 7 of 9 Sheets)

DP 866484

Plan of subdivision covered by Council
Clerk's certificate No. 3 of S7

PART 2 (continued)

- (k) No building can be erected or be permitted to remain on any lot burdened unless it has a roof of terracotta or cement tiles or of precoated metal.
- (l) No clothes drying facility can be placed on or be permitted to remain on any lot burdened closer to any street than the front building line and any such facility must be screened from public areas.
- (m) No fence can be erected or be permitted to remain on any lot burdened to divide it from any adjoining land owned by the Developer, but only during the ownership of that adjoining land by the Developer its successors and assigns other than purchasers on sale, without the prior written consent of the Developer, but that consent cannot be withheld if that fence is erected without expense to the Developer and that consent is deemed to have been given in respect of every fence for the time being erected.
- (n) No fence can be erected or be permitted to remain on any lot burdened closer to any street than the building line of that street without the prior written consent of the Developer and no other fence can be erected or permitted to remain on any lot burdened unless it is:
 - (i) 1.8 metre in height or less; and
 - (ii) constructed of timber (vertical boarding) or colorbond in the colours of Moss Vale Sand or Beige or of brick of the same colour and texture as used in the dwelling on the lot.
- (o) For the purpose of restrictions (c) and (d) above, "gross floor area" means the sum of the areas of each floor of the building where the level of each floor is taken to be the area within the outer face of the external enclosing walls as measured at a height of 1400 millimetres above each floor level, excluding vehicle accommodation, patios, verandahs and balconies.



.....
General Manager

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT 1919**

(Sheet 8 of 9 Sheets)

DP 866484

Plan of subdivision covered by Council
Clerk's certificate No. 3 of 97


PART 2 (continued)

2. **Terms of restriction on the use of land fourthly referred to in the plan:**
 - (a) The owner of any lot burdened must not interfere with, damage or alter or permit the interference with, damage to or alteration of any acoustic fence constructed wholly or partly on that lot.
 - (b) No fence can be erected or permitted to remain on any lot burdened to divide it from any adjoining public reserve without the prior written consent of The Council of the City of Shellharbour or otherwise than in strict compliance with such conditions as that Council may impose.
3. **Terms of restriction on the use of land fifthly referred to in the plan:**
 - (a) The owner of any lot burdened must not interfere with, damage or alter or permit the interference with, damage to or alteration of any "Rod Top" tubular style fence constructed on the boundary of that lot.
 - (b) No fence can be erected or permitted to remain on any lot burdened to divide it from any adjoining public reserve without the prior written consent of The Council of the City of Shellharbour or otherwise than in strict compliance with such conditions as that Council may impose.
4. **Terms of restriction on the use of land sixthly referred to in the plan:**

The common boundary of any lot burdened and Cove Boulevard must not be used as a means of access to or egress from that lot.
5. **Terms of restriction on the use of land seventhly referred to in the plan:**

The registered proprietor of any lot burdened must not erect or permit to remain on any lot burdened which has been filled above its natural or previously excavated level unless the footings and foundations of the building have been erected in accordance with plans and specifications which have been -

 - (a) prepared by a suitably qualified civil or structural engineer; and
 - (b) approved by The Council of the City of Shellharbour.


.....
General Manager

Applicant:

Info Track Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

ecertificates@infotrack.com.au

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

Applicants Reference: ZWO-3-4

Certificate No: PL0068/2021

Print Date: 15 January 2021

LAND DESCRIPTION:

4 Southern Cross Boulevard SHELL COVE NSW 2529

Lot 3021 DP 881395

Land ID: 22872

Disclaimer

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

Title Information

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

Inspection of the land

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

PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)

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

1. Name of Relevant Planning Instruments and DCPs

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

Local Environmental Plan

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

State Environmental Planning Policies

SEPP No 21 - Caravan Parks.

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

SEPP No 33 - Hazardous & Offensive Development.

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

SEPP No 36 - Manufactured Home Estates.

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

SEPP No 50 - Canal Estate Developments.

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

SEPP No 55 - Remediation Of Land.

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

SEPP No 64 - Advertising And Signage.

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

SEPP No 65 - Design Quality Of Residential Flat Development.

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

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

SEPP No 70 - Affordable Housing (Revised Schemes).

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

SEPP - Building Sustainability Index: Basix 2004.

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

SEPP - (State Significant Precincts) 2005.

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

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

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

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

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

SEPP - (Infrastructure) 2007.

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

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

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

SEPP - (Exempt & Complying Development Codes) 2008.

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

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

The aims of this Policy are as follows:

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

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

The SEPP aims to:

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

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

This Policy aims to:

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

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

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

The aims of this Policy are to:

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

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

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

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

The aims of this Policy are to:

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

Deemed SEPP's (Regional Environmental Plans)

No Deemed SEPPs apply to the land.

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

Planning Proposal - Local Environmental Plan

No exhibited Draft Local Environmental Plans.

Draft State Environmental Planning Policies

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

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

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

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

The Draft Housing Diversity SEPP proposes to:

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

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

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

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

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

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

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

Draft Exhibited Development Control Plan

No exhibited draft Development Control Plans apply to the land.

Technical Policies

Shellharbour City Council Stormwater Policy. Council has adopted the Shellharbour

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

Exhibited Technical Policies

There are no Exhibited Technical Policies on this land.

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

2. ZONING AND LAND USE UNDER RELEVANT LEPs

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

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

Shellharbour LEP 2013 - R2 Low Density Residential.

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

Shellharbour LEP 2013 - R2: Home occupations.

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

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

Exceptions

Shellharbour LEP 2013 - No.

2.4 For what purposes is development prohibited within the zone?

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

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

Shellharbour LEP 2013 - No.

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

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

2.6 Does the land include or comprise a critical habitat?

Shellharbour LEP 2013 - No.

2.7 Is the land in a conservation area?

Shellharbour LEP 2013 - No.

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

Shellharbour LEP 2013 - No.

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

This clause does not apply to the land.

3. COMPLYING DEVELOPMENT

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

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

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

Housing Code

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

Rural Housing Code

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

.....
Low Rise Housing Diversity Code

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

Greenfield Housing Code

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

Housing Alterations Code

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

General Development Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

Complying development under the Commercial and Industrial (New Buildings & Additions) Code MAY be carried out on the land.

Subdivisions Code

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

Demolition Code

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

Fire Safety Code

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

Container Recycling Facilities Code

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

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

Whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local*

.....
Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

Not applicable.

5. MINE SUBSIDENCE

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

No.

6. ROAD WIDENING AND ROAD REALIGNMENT

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

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

No.

(B) Any environmental planning instrument?

No.

(C) Any resolution of the Council?

No.

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

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

7.1 Landslip

No.

7.2 Bushfire

No.

7.3 Tidal Inundation

No.

7.4 Subsidence

No.

.....
7.5 Acid Sulphate Soils

No

7.6 Any other risk

No.

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

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

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

7A.2 Is development on the land or part of the land for any other purpose subject to flood related development controls?

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

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

8. LAND RESERVED FOR ACQUISITION

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

Shellharbour LEP 2013 - No.

9. CONTRIBUTIONS PLAN

9.1 Which contributions plan/s apply to the land?

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

9A BIODIVERSITY CERTIFIED LAND

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

No.

.....
10. BIODIVERSITY STEWARDSHIP SITES

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

No.

10A NATIVE VEGETATION CLEARING SET ASIDES

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

No.

11. BUSH FIRE PRONE LAND

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

No.

12. PROPERTY VEGETATION PLANS

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

No.

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

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

No.

14. DIRECTIONS UNDER PART 3A

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

No.

15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

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

No.

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

No.

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

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

No.

17. **SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

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

No.

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

No.

18. **PAPER SUBDIVISION INFORMATION**

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

Not applicable.

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

Not applicable.

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

.....
19. SITE VERIFICATION CERTIFICATES

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

No.

19.2 The certificate ceases to be current on:

Not applicable.

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

20. LOOSE-FILL ASBESTOS INSULATION

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

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

21. AFFECTED BUILDING NOTICES PRODUCT RECTIFICATION ORDERS

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

No

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

No

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

No

22. STATE ENVIRONMENTAL PLANNING POLICY (WESTERN SYDNEY AEROTROPOLIS) 2020

22.1 This Policy does not apply to the Shellharbour Local Government Area.

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

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

.....
No.

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

No.

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

No.

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

No.

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

No.

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

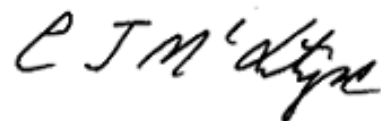
CONTAMINATED INFORMATION - 2a. The land is affected by a policy adopted by Council that restricts development of land if there is likelihood of contamination. Council has not assessed the likelihood of contamination of the land and cannot certify whether or not the policy restricts development of the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

PART B: NOTATIONS

There are no Part B notations on this property.

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

Carey McIntyre
Chief Executive Officer



SEWERAGE SERVICE DIAGRAM

95382 ~~SYDNEY WATER~~

MUNICIPALITY OF Shellharbour

SUBURB OF Shellharbour

Copy of Diagram No. **95382**



INDICATES - DRAINAGE FITTINGS

■ Manhole	□ P. Trap
□ Chr. Chamber	■ R. Reflux Valve
● L.H. Lamphole	◁ R. Cleaning Eye
□ Boundary Trap	○ Vart. Vertical Pipe
⊙ Inspection Shaft	IP Induct Pipe
■ Pit	MF Mica Flap
■ G Grease Interceptor	Jn. Junction
■ Gully	• RP Redding Point

SYMBOLS AND ABBREVIATIONS



INDICATES - PLUMBING FIXTURES & OR FITTINGS

CO Clear Out	Blc Bidet
D V Vant Pipe	S Shower
T Tubs	DW Dishwasher
K Kitchen Sink	F Floor Waste
W Water Closet	M Washing Machine
B Bath Waste	BS Bar Sink
H Handbasin	LS Lab Sink

INDICATES - PLUMBING ON MORE THAN ONE LEVEL

○ SV Soil Vent Pipe	○ WS Waste Stack
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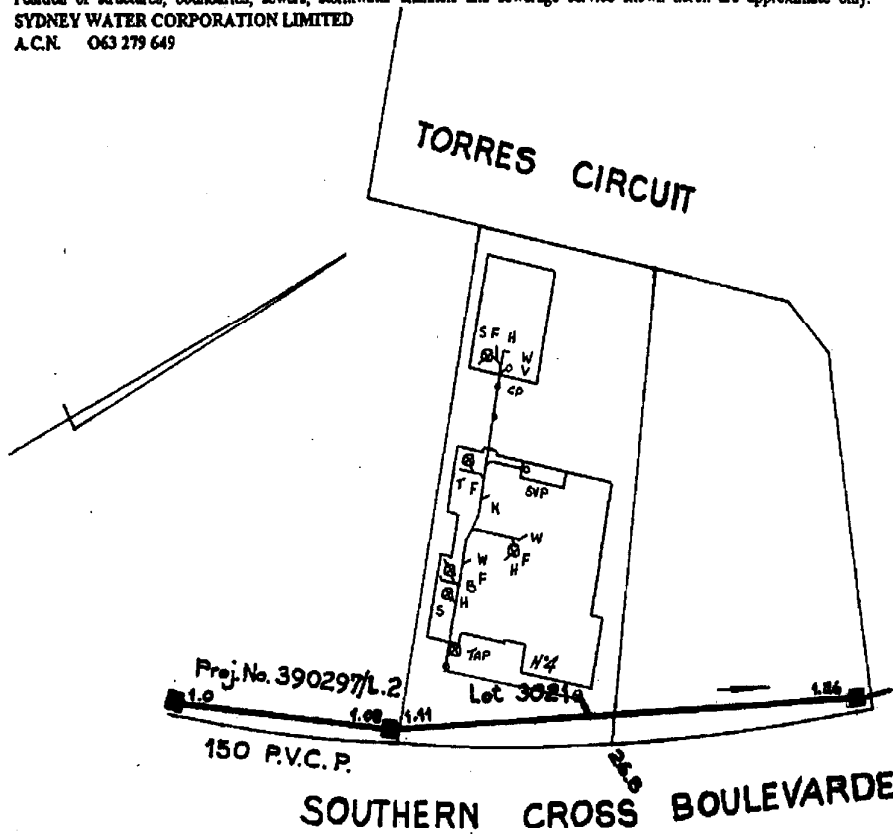
SEWER AVAILABLE

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

NOTE: This diagram only indicates the availability of 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, stormwater channels and sewerage service shown hereon are approximate only.

SYDNEY WATER CORPORATION LIMITED
A.C.N. 063 279 649



P.N. 5007663

Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres

W.s.	DRAINAGE Inspected by	Date of Issue	PLUMBING Inspected	YES	I
	Inspector				
Ur.s.	Cert. Of Compliance No.	Outfall Shellharbour	Cert. Of Compliance No.		
	Field Diagram Examined by				
Sewer Ref.		Plumber			
Sheet No.					

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.

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C - Swimming Pools Act 1992

Pool No:	68b89381
Property Address:	4 SOUTHERN CROSS BOULEVARD SHELL COVE
Date of Registration:	26 October 2013
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	In Ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance

NSW SWIMMING POOL REGISTER

Certificate of Compliance

Section 22D - Swimming Pools Act 1992

Pool No:	68b89381
Property Address:	4 SOUTHERN CROSS BOULEVARD SHELL COVE
Expiry Date:	03 May 2020
Issuing Authority:	Shellharbour City Council

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

Please remember:

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**