

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 82679087	NSW DAN:
vendor's agent	First National Coast Side 18/23 Addison Street, SHELLHARBOUR, NSW 2529		Phone: 02 4295 5033 Fax:
co-agent			Ref: Matt Hutchinson
vendor	PAUL ANTHONY JOHNSON & JILLIAN GAI JOHNSON 3/ 77 Reddall Parade, Lake Illawarra NSW 2528		
vendor's solicitor	Beyond Property Legal Solutions Shop 2, 17 Addison Street SHELLHARBOUR, NSW 2529 PO Box 4032 or DX 26403 SHELLHARBOUR, NSW 2529		Phone: 02 4208 0000 Fax: Ref: 1605/21
date for completion	42 days after the contract date (clause 15)		Email: info@BPLS.com.au
land (Address, plan details and title reference)	3/77 REDDALL PDE LAKE ILLAWARRA NSW 2528 LOT 3 IN STRATA PLAN 91144 3/SP91144 <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 checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input 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 type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: Ducted air conditioning
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Ref: Email:
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

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

☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

PEXA

Electronic transaction (clause 30)

☐ no ☒ YES

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

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

land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input checked="" 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 checked="" 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 checked="" type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input checked="" 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 type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

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

Chris Darby Strata
(02) 4228 0455

Level 1/55 Kembla St, Wollongong NSW 2500
Contact: Jenny White

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.

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
 - 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
 - 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
 - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
 - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
 - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
 - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

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

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

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

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

SPECIAL CONDITIONS

32. HEADINGS

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

33. AMENDMENTS TO STANDARD CONTRACT CLAUSES

- a) The words "exceeds 5% of the price" in the printed condition 7.1.1 shall be deemed replaced by "exceeds 0.5% of the price".
- b) The words "*settlement cheques*" in the printed clause 16.8 shall be deemed replaced by "*bank cheques*".
- c) Clause 18 is amended by adding the following: "Clause 18.8 – The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property."
- d) In Clause 20.6.5, delete the words "or fax".

34. DEATH, INSANITY OR BANKRUPTCY

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

35. RELEASE OF DEPOSIT

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

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

36. LATE COMPLETION

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

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

AND

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

37. NOTICE TO COMPLETE

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

38. REAL ESTATE AGENT

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

39. ENTIRE AGREEMENT

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

40. PURCHASER'S ACKNOWLEDGEMENT

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

41. FIRB APPROVAL AND THIS CONTRACT

- a) Whether the Purchaser is a Foreign Person or not, this Contract is not conditional on the Treasurer's Approval.

- b) However, the Purchaser warrants that, on the Contract Date and each day up to and including the date that Completion takes place, it is an essential term of this Contract, that the Purchaser:
- i. Either - is NOT a Foreign Person OR, if the Purchaser IS a Foreign Person, THEN the Purchaser has obtained the Treasurer's Approval for the purchase of the Lot;
 - ii. The Purchaser indemnifies the Vendor in respect of any Claims or Loss arising out of any breach of this Special Condition by the Purchaser.
 - iii. The provision of this Special Condition will not merge on Completion but will continue to bind the parties after Completion without limitation in time.
 - iv. For the purposes of this Special Condition:

"Act" means the Foreign Acquisitions and Takeovers Act 1975 (Cth);

"Claim" means a claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage or Loss, however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to this Contract;

"Contract Date" means the date of this Contract;

"Foreign Person" means a "foreign person" as defined in section 5 of the Act;

"Loss" means any cost, expense (including any legal and other professional charge and expense), loss, damage or liability, whether direct, indirect or consequential (including pure economic loss), present or future, fixed or unascertained, actual or contingent or any liability under an indemnity;

"Treasurer" includes any officer of the Treasury of the Commonwealth of Australia; and

"Treasurer's Approval" means written advice from the Treasurer under the Act to the effect that the Treasurer has no objection to or does not prohibit the proposed purchase of the Lot by the Purchaser in accordance with this Contract.

42. REQUISITIONS ON TITLE

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

43. ADJUSTMENTS

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

44. FAIR WEAR AND TEAR

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

45. DEPOSIT

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

46. AUTHORITY

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



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 3/SP91144

SEARCH DATE	TIME	EDITION NO	DATE
1/6/2021	3:45 PM	2	3/8/2015

LAND

LOT 3 IN STRATA PLAN 91144
AT LAKE ILLAWARRA
LOCAL GOVERNMENT AREA SHELLHARBOUR

FIRST SCHEDULE

PAUL ANTHONY JOHNSON
JILLIAN GAI JOHNSON
AS JOINT TENANTS

(T AJ701503)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP91144

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP91144

SEARCH DATE	TIME	EDITION NO	DATE
1/6/2021	3:44 PM	3	30/10/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 91144
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT LAKE ILLAWARRA
LOCAL GOVERNMENT AREA SHELLHARBOUR
PARISH OF TERRAGONG COUNTY OF CAMDEN
TITLE DIAGRAM SP91144

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 91144
ADDRESS FOR SERVICE OF DOCUMENTS:
77 REDDALL PARADE, LAKE ILLAWARRA 2529

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN752679 INITIAL PERIOD EXPIRED
- 3 AN815149 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

STRATA PLAN 91144

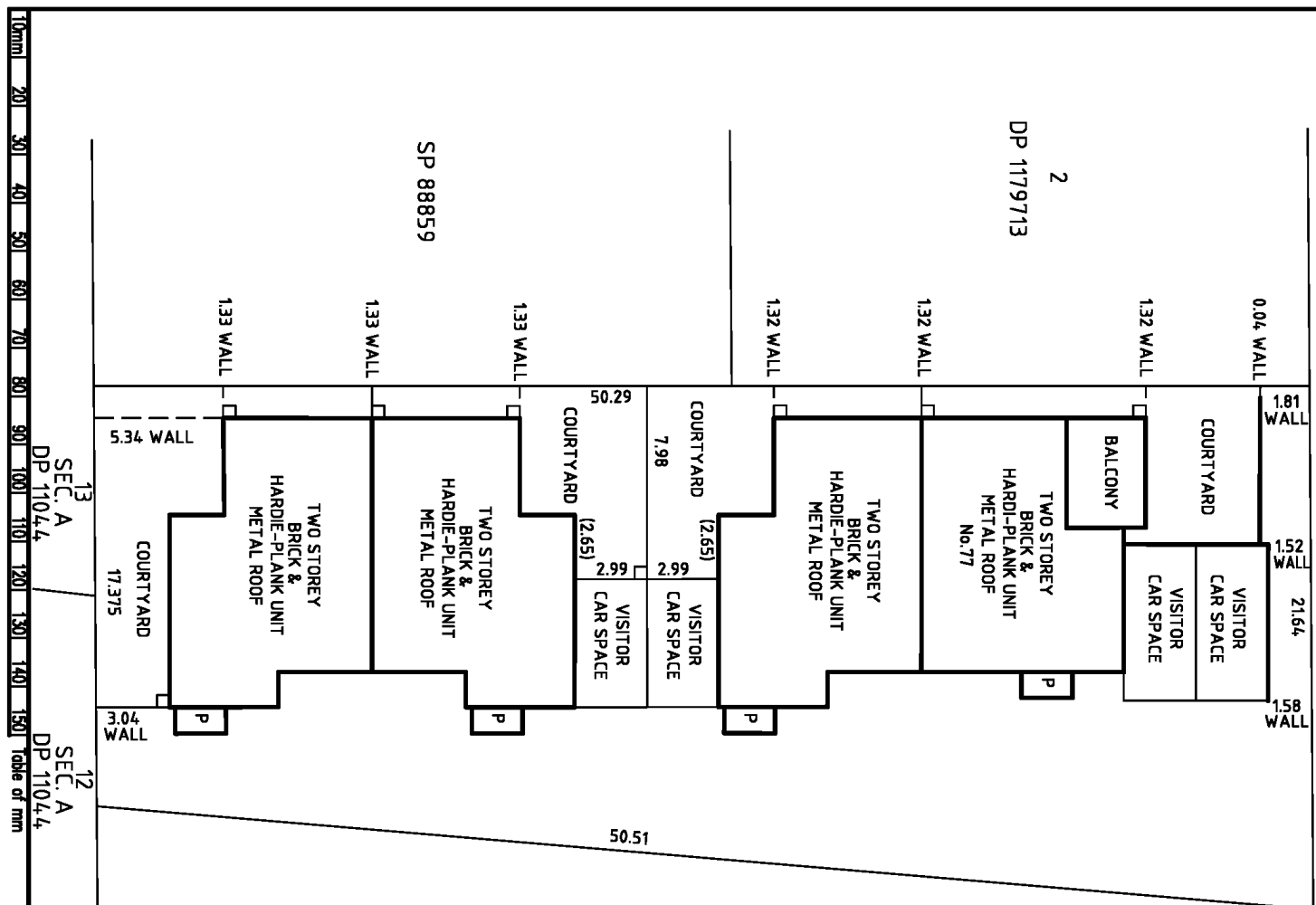
LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 28	2	- 24	3	- 24	4	- 24

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

REDDALL PARADE



4
SEC. A
DP 1104.4

P DENOTES PATIO

LOCATION PLAN

Surveyor: CRAIG ROBSON
Surveyor's Ref: 14434
Subdivision No: 144/2015
Lengths are in metres. Reduction Ratio 1:200



REGISTERED

27.5.2015

SP91144

10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

13
SEC. A
DP 1104.4
12
SEC. A
DP 1104.4

SP91144

27.5.2015



Lengths are in metres. Reduction Ratio 1:200

STRATA PLAN FORM 3 (Part 1) (2012) WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

<p>Registered:  27.5.2015</p> <p>Purpose: STRATA PLAN</p>	<p>Office Use Only</p> <p>SP91144</p>
<p>PLAN OF SUBDIVISION OF LOT 3 DP 1207596</p>	<p>LGA: SHELLHARBOUR</p> <p>Locality: LAKE ILLAWARRA</p> <p>Parish: TERRAGONG</p> <p>County: CAMDEN</p>
<p>Strata Certificate (Approved Form 5)</p> <p>(1) The Council of.....</p> <p>*The Accredited Certifier <u>ANTHONY ALLEN</u></p> <p>Accreditation No. <u>RPB0004</u></p> <p>has made the required inspections and is satisfied that the requirements of;</p> <p>*(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2012,</p> <p>*(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes (Leasehold Development) Regulation 2012,</p> <p>have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.</p> <p>(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</p> <p>*(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.</p> <p>*(4) The building encroaches on a public place and;</p> <p>*(a) The Council does not object to the encroachment of the building beyond the alignment of</p> <p>*(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.</p> <p>*(5) This approval is given on the condition that lot(s) [^]..... are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.</p> <p>Date <u>13/4/15</u></p> <p>Subdivision No. <u>144/2015</u></p> <p>Relevant Development Consent No. <u>450/2015</u></p> <p>Issued by <u>SHELLHARBOUR CITY COUNCIL</u></p> <p></p> <p>_____ Authorised Person/General Manager/Accredited Certifier</p> <p>* Strike through if inapplicable.</p> <p>[^] Insert lot numbers of proposed utility lots.</p>	<p>Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)</p> <p>The Owners - Strata Plan No 91144</p> <p>No.77 REDDALL PARADE LAKE ILLAWARRA 2529</p> <p>The adopted by-laws for the scheme are:</p> <p>*A RESIDENTIAL..... Model By-laws</p> <p>*together with, Keeping of animals: Option *A*B*G-</p> <p>*By laws in sheets filed with plan</p> <p>* strike out whichever is inapplicable</p> <p>[^] Insert the type to be adopted (Schedules 2 - 7 SSM Regulation 2010)</p> <p>Surveyor's Certificate (Approved Form 3)</p> <p>I CRAIG ROBSON</p> <p>of C. ROBSON & ASSOCIATES PTY LTD</p> <p>LEVEL 6 85-87 SMITH STREET WOLLONGONG</p> <p>a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that:</p> <p>(1) each applicable requirement of</p> <p>*Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 has been met</p> <p>*Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986 has been met</p> <p>(2) *(a) the building encroaches on a public place;</p> <p>*(b) the building encroaches on land (other than a public place), and an appropriate easement has been created by [^]..... to permit the encroachment to remain.</p> <p>(3) *The survey information recorded in the accompanying location plan is accurate.</p> <p>Signature: <u>C. Robson</u></p> <p>Date: <u>2-4-2015</u></p> <p>* Strike through if inapplicable</p> <p>[^] Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement.</p>
<p>Use STRATA PLAN FORM 3A for certificates, signatures and seals</p>	<p>SURVEYORS REFERENCE: <u>44299 14434</u></p>

STRATA PLAN FORM 3 (Part 2) (2012) WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only

Registered:



27.5.2015

Office Use Only

SP91144

PLAN OF SUBDIVISION OF LOT 3 DP 1207596

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

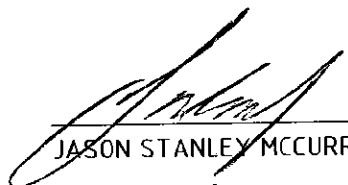
- A Schedule of Unit Entitlements
- Statements of intention to create and release affecting interests in accordance with section 88b of the Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

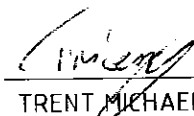
Subdivision Certificate No. 144/2015


Date of Endorsement: 13/4/15

SCHEDULE OF UNIT ENTITLEMENT

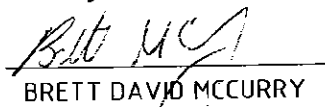
LOT NO.	ENTITLEMENT
1	28
2	24
3	24
4	24
TOTAL	100


JASON STANLEY MCCURRY


TRENT MICHAEL MCCURRY


JO-ANN PRIOR


BRADLEY RAMOND MCCURRY


BRETT DAVID MCCURRY

I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence. [See * below]

Signature of witness:

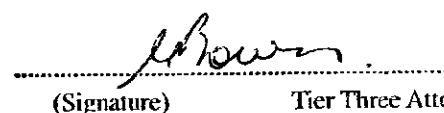
Name of witness: **Sharon Samuels**

Address of witness: 150 Collins Street
Melbourne VIC

*s117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation

Certified correct for the purposes of the Real Property Act 1900 by the

SIGNED by**Mark Bowen**..... as attorney for Westpac Banking Corporation under power of attorney registered Book 4299 no. 332


(Signature) Tier Three Attorney

By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AN815149S

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

(A) TORRENS TITLE

For the common property
CP/SP91144

(B) LODGED BY

Document
Collection
Box

28A

Name, Address or DX, Telephone, and Customer Account Number if any

LLPN: SAI GLOBAL Property
124247U DX 885 SYDNEY
02 9210 0700

Reference:

7367 1766

CODE

CH

- (C) The Owners-Strata Plan No. 91144 certify that a special resolution was passed on 16 August 2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. Special By Laws 2
- Amended by-law No. NOT APPLICABLE
- as fully set out below:

See Annexure "A" attached

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "B"
- (G) The seal of The Owners-Strata Plan No. 91144 was affixed on 18/10/2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: _____

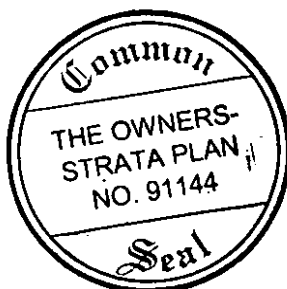
Name: Roy Christopher Darby

Authority: Strata Managing Agent

Signature: _____

Name: _____

Authority: _____



"A"


SPECIAL BY-LAW 2 – LOT 2 RENOVATIONS

1. Lot 2 renovation works

- (1) For the purposes of this by-law:
 - (a) "Lot" means lot 2 in strata plan 91144;
 - (b) "Plans" means the plans prepared by Tasman Design dated 17 April 2018 for job no 20120187;
 - (c) "Works" means the works to be carried out to demolish an existing roof and construct a new timber frame balcony in accordance with the Plans.
- (2) On the conditions set out in this by-law the owner of the Lot shall have a special privilege in respect of the common property to carry out the Works at its own cost and a right of exclusive use and enjoyment of that part of the common property affected by the Works.
- (3) Prior to undertaking the Works the Lot owner must obtain and provide to the owners corporation:
 - (a) any development approval required for the performance of the Works; and
 - (b) any certificate of currency of the insurance policy or policies of the contractors carrying out the works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
 - i. public liability insurance in an amount of not less than \$10 million;
 - ii. any insurance required in respect of the works pursuant to the Home Building Act 1989; and
 - iii. workers' compensation insurance.
- (4) In carrying out the Works the Lot owner must, and require all contractors, employees, servants or agents to:
 - (a) ensure that the Works are carried out:
 - i. in a good and workmanlike manner by licensed contractors in compliance with the Building Code of Australia;
 - ii. in such as way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
 - iii. substantially in accordance with the Plans and, if required, any development approval applying to the completion of the Works.
 - (b) not materially amend or vary the Plans without the approval in writing of the Owners Corporation;
 - (c) take reasonable precautions to protect the remainder of the strata scheme from damage by the Works;
 - (d) transport all construction materials, equipment and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
 - (e) so far as is reasonably practicable, keep all areas of the strata scheme clean and tidy and wherever possible perform the Works within the Lot and remove all debris resulting from the Works as soon as practicable;



- (f) only perform the works at the times approved by the Owners Corporation (acting reasonably); and
 - (g) make good any damage caused in the performance of the Works within a reasonable period after that damage occurs.
- (5) The Lot owner is liable for any damage caused to any part of the common property or any other property of any other owner or occupier as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (6) The Lot owner must, at the cost of the Lot owner, maintain the alterations and additions installed in the course of the Works and any common property directly affected by the Works in a state of good and serviceable repair and must renew or replace them whenever necessary.
- (7) If the Lot Owner fails to comply with any obligation under this by law within 21 days of written notice from the Owners Corporation of default then the Owners Corporation may:
 - (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the Lot as reasonably required to carry out that work; and
 - (c) recover the reasonable costs of carrying out that work from the Lot owner.

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a series of loops and a final flourish.

"B"

STRATA SCHEMES BY LAWS

1. NOISE

An Owner or Occupier must not create any noise on the parcel likely to interfere with the Owner or Occupier of another Lot or of any person lawfully using Common Property.

2. VEHICLES

An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property except with the written approval of the Owners Corporation.

3. OBSTRUCTION OF COMMON PROPERTY

An Owner or Occupier of a Lot must not obstruct the lawful use of Common Property by any person.

4. DAMAGE TO LAWNS & PLANTS ON COMMON PROPERTY

An Owner or Occupier of a Lot must not:

- (a) Damage any lawn, tree, shrub, plant or flower being part of or situated on Common Property; or
- (b) Use for his or her purposes as a garden any portion of the Common Property.

5. DAMAGE TO COMMON PROPERTY

(1) An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into or otherwise damage or deface any structure that forms part of the Common Property without the approval, in writing, of the Owners Corporation.

(2) An approval given to the Owners Corporation under subclause (1) cannot authorise any additions to the Common Property.

(3) This By Law does not prevent an Owner or person authorised by an Owner from installing:

(a) any locking or safety device for protection of the Owner's Lot against intruders;

(b) any screen or other device to prevent entry of animals or insects on the Lot;

(c) any structure or device to prevent harm to children;

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance with the rest of the building.

(5) Despite section 106 of the *Strata Schemes Management Act 2015*, the Owner of a Lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the Common Property and that services the Lot.

6. BEHAVIOUR OF OWNERS & OCCUPANTS

An Owner or Occupier of a Lot when on Common Property must be properly clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property.

7. CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

An Owner or Occupier of a Lot must not permit any child of whom the Owner or Occupier has control to play on Common Property within the building, or unless accompanied by an adult exercising effective control, to be or to remain on

Common Property comprising a laundry, car parking area and other areas of possible danger or hazard to children.

8. BEHAVIOUR OF INVITEES

An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of

the Owner or Occupier of another Lot or any other person lawfully using Common Property.

9. DEPOSITING RUBBISH & OTHER MATERIAL ON COMMON PROPERTY

An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.

10. DRYING OF LAUNDRY ITEMS

An Owner or Occupier of a Lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the Owners Corporation for the purpose and there only for a reasonable period.

11. CLEANING WINDOWS & DOORS

An Owner or Occupier of a Lot must keep clean all glass in windows and all doors on the boundary of the Lot, including so much as is Common Property.

12. STORAGE OF INFLAMMABLE LIQUIDS & OTHER SUBSTANCES & MATERIALS

(1) An Owner or Occupier of a Lot must not, except with the approval in writing of the Owners Corporation, use or store on the Lot or the Common Property any inflammable liquid, chemical, gas or other inflammable material.

(2) This By Law does not apply to chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any other chemical, liquid or gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13. MOVING FURNITURE & OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

An Owner or Occupier of a Lot must not transport any furniture or large object through or on Common Property within the building unless sufficient notice has first been given to the Strata Committee so as to enable the Strata Committee to arrange for its nominee to be present at the time when the Owner or Occupier does so.

14. FLOOR COVERINGS

(1) An Owner of Lot must ensure that all floor space is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of an Owner or Occupier of another Lot.

(2) This By Law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15. GARBAGE DISPOSAL

An Owner or Occupier of a Lot:

(a) Must maintain within the Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, in clean and dry conditions and adequately covered, a receptacle for garbage; and

(b) Must ensure that before refuse is placed in the receptacle it is securely wrapped or in the case of tins and other containers, completely drained; and

(c) For the purpose of having garbage collected, must place receptacle within an area designed for that purpose by the Owners Corporation and at a time not more than 12 hours before the time which garbage is normally collected; and

(d) When garbage has been collected, must promptly return the receptacle to the Lot or other area referred to in paragraph (a); and

(e) Must not place any thing in the receptacle of the Owner or Occupier of any other Lot except with the permission of that Owner or Occupier; and

(f) Must promptly remove any thing which the Owner, Occupier or Garbage Collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

16. KEEPING OF ANIMALS

(1) Subject to Section 157 of the *Strata Schemes Management Act 2015*, an Owner or Occupier of a Lot must not, without the approval, in writing, of the Owners Corporation keep any animal on the Lot or Common Property.

(2) The Owners Corporation must not unreasonably withhold its approval of keeping any animal on a Lot or on the Common Property.

17. APPEARANCE OF LOT

(1) An Owner or Occupier of a Lot must not, without the written consent of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This By Law does not apply to the hanging of any washing, towels, clothing or other articles referred to in By Law 10.

18. NOTICE BOARD

An Owners Corporation must cause a notice board to be affixed to some part of the Common Property.

19. CHANGE IN USE OF LOT TO BE NOTIFIED

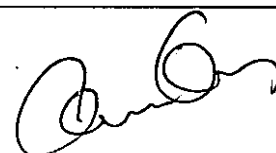
An Occupier of a Lot must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way which may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot or results in the Lot being used for commercial or industrial purposes rather than residential purposes).



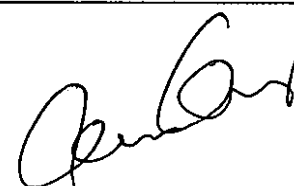
Special By Law 1 - Common Property Memorandum

Owners corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	<ul style="list-style-type: none"> (k) columns and railings (l) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (m) balcony ceilings (including painting) (n) security doors, other than those installed by an owner after registration of the strata plan (o) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (p) common wall fencing, shown as a thick line on the strata plan (q) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (r) awnings within common property outside the cubic space of a balcony or courtyard (s) walls of planter boxes shown by a thick line on the strata plan (t) that part of a tree which exists within common property
2. Ceiling/Roof	<ul style="list-style-type: none"> (e) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (f) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility) (g) guttering (h) membranes
3. Electrical	<ul style="list-style-type: none"> (l) air conditioning systems serving more than one lot (m) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (n) fuses and fuse board in meter room (o) intercom handset and wiring serving more than one lot (p) electrical wiring serving more than one lot (q) light fittings serving more than one lot (r) power point sockets serving more than one lot (s) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>) (t) telephone, television, internet and cable wiring within common property walls (u) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (v) lifts and lift operating systems
4. Entrance door	<ul style="list-style-type: none"> (c) original door lock or its subsequent replacement (d) entrance door to a lot including all door furniture and automatic



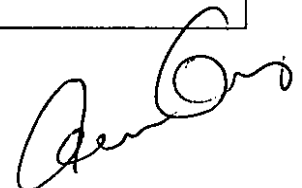
	<p>closer</p> <p>(c) security doors, other than those installed by an owner after registration of the strata plan</p>
5. Floor	<p>(e) original floorboards or parquetry flooring affixed to common property floors</p> <p>(f) mezzanines and stairs within lots, if shown as a separate level in the strata plan</p> <p>(g) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</p> <p>(h) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan</p>
6. General	<p>(m) common property walls</p> <p>(n) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</p> <p>(o) any door in a common property wall (including all original door furniture)</p> <p>(p) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)</p> <p>(q) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</p> <p>(r) ducting cover or structure covering a service that serves more than one lot or the common property</p> <p>(s) ducting for the purposes of carrying pipes servicing more than one lot</p> <p>(t) exhaust fans outside the lot</p> <p>(u) hot water service located outside of the boundary of any lot or where that service serves more than one lot</p> <p>(v) letter boxes within common property</p> <p>(w) swimming pool and associated equipment</p> <p>(x) gym equipment</p>
7. Parking / Garage	<p>(e) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan</p> <p>(f) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</p> <p>(g) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot</p> <p>(h) mesh between parking spaces, if shown by a thick line on the strata plan</p>
8. Plumbing	<p>(d) floor drain or sewer in common property</p> <p>(e) pipes within common property wall, floor or ceiling</p> <p>(f) main stopcock to unit</p>



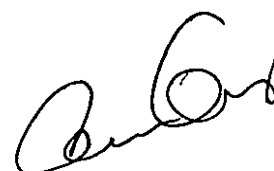
	(d) storm water and on-site detention systems below ground
9. Windows	(d) windows in common property walls, including window furniture, sash cord and window seal (e) insect-screens, other than those installed by an owner after the registration of the strata plan (f) original lock or other lock if subsequently replacement by the owners corporation

Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	(c) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (d) that part of a tree within the cubic space of a lot
2. Ceiling/Roof	(a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	(i) air conditioning systems, whether inside or outside of a lot, which serve only that lot (j) fuses and fuse boards within the lot and serving only that lot (k) in-sink food waste disposal systems and water filtration systems (l) electrical wiring in non-common property walls within a lot and serving only that lot (m) light fittings, light switches and power point sockets within the lot serving only that lot (n) telephone, television, internet and cable wiring within non-common property walls and serving only that lot (o) telephone, television, internet and cable service and connection sockets (p) intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	(c) door locks additional to the original lock (or subsequent replacement of the original lock) (d) keys, security cards and access passes
5. Floor	(e) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (f) lacquer and staining on surface of floorboards or parquetry flooring (g) internal carpeting and floor coverings, unfixed floating floors (h) mezzanines and stairs within lots that are not shown or referred to in the strata plan
6. General	(e) internal (non-common property) walls (f) paintwork inside the lot (including ceiling and entrance door) (g) built-in wardrobes, cupboards, shelving (h) dishwasher



	<ul style="list-style-type: none"> (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot
7. Parking / Garage	<ul style="list-style-type: none"> (a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)
8. Plumbing	<ul style="list-style-type: none"> (a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
9. Windows	<ul style="list-style-type: none"> (a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys



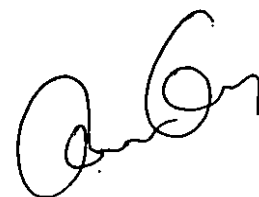
SPECIAL BY-LAW 2 – LOT 2 RENOVATIONS

1. Lot 2 renovation works

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 - (a) "Lot" means lot 2 in strata plan 91144;
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 - (c) "Works" means the works to be carried out to demolish an existing roof and construct a new timber frame balcony in accordance with the Plans.
- (2) On the conditions set out in this by-law the owner of the Lot shall have a special privilege in respect of the common property to carry out the Works at its own cost and a right of exclusive use and enjoyment of that part of the common property affected by the Works.
- (3) Prior to undertaking the Works the Lot owner must obtain and provide to the owners corporation:
 - (a) any development approval required for the performance of the Works; and
 - (b) any certificate of currency of the insurance policy or policies of the contractors carrying out the works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
 - i. public liability insurance in an amount of not less than \$10 million;
 - ii. any insurance required in respect of the works pursuant to the Home Building Act 1989; and
 - iii. workers' compensation insurance.
- (4) In carrying out the Works the Lot owner must, and require all contractors, employees, servants or agents to:
 - (a) ensure that the Works are carried out:
 - i. in a good and workmanlike manner by licensed contractors in compliance with the Building Code of Australia;
 - ii. in such as way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
 - iii. substantially in accordance with the Plans and, if required, any development approval applying to the completion of the Works.
 - (b) not materially amend or vary the Plans without the approval in writing of the Owners Corporation;
 - (c) take reasonable precautions to protect the remainder of the strata scheme from damage by the Works;
 - (d) transport all construction materials, equipment and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
 - (e) so far as is reasonably practicable, keep all areas of the strata scheme clean and tidy and wherever possible perform the Works within the Lot and remove all debris resulting from the Works as soon as practicable;
 - (f) only perform the works at the times approved by the Owners Corporation (acting reasonably); and



- (g) make good any damage caused in the performance of the Works within a reasonable period after that damage occurs.
- (5) The Lot owner is liable for any damage caused to any part of the common property or any other property of any other owner or occupier as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (6) The Lot owner must, at the cost of the Lot owner, maintain the alterations and additions installed in the course of the Works and any common property directly affected by the Works in a state of good and serviceable repair and must renew or replace them whenever necessary.
- (7) If the Lot Owner fails to comply with any obligation under this by law within 21 days of written notice from the Owners Corporation of default then the Owners Corporation may:
 - (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the Lot as reasonably required to carry out that work; and
 - (c) recover the reasonable costs of carrying out that work from the Lot owner.



Applicant:

InfoTrack 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: 1605/21

Certificate No: PL1363/2021

Print Date: 02 June 2021

LAND DESCRIPTION:

3/77 Reddall Parade LAKE ILLAWARRA NSW 2528

Lot 3 SP 91144

Land ID: 32413

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

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

SEPP - (Exempt & Complying Development Codes) 2008.

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

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

The aims of this Policy are as follows:

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

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

The SEPP aims to:

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

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

This Policy aims to:

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

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

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

The aims of this Policy are to:

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

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

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

State Environmental Planning Policy (Coastal Management) 2018.

This SEPP applies to the whole lot. The aim of this SEPP is to promote an integrated and co-ordinated approach to land use planning in the coastal zone in a manner consistent with the objects of the *Coastal Management Act 2016*.

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

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 facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Jetties; Multi dwelling housing; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Water reticulation systems.

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

Yes

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?

.....
Lake Illawarra Floodplain Risk Management Study and Plan - All or part of the land has been identified within the Lake Illawarra Floodplain Risk Management Study and Plan (2012) as BELOW THE FLOOD PLANNING LEVEL. Councils' Floodplain Risk Management Development Control Plan (DCP) will apply. For further information please contact Council's Engineering Services on 4221 6111.

Yes. **Lake Illawarra, Mt Warrigal & Oak Flats Flood Study** - All or part of the land has been identified within the adopted Lake Illawarra, Mt Warrigal & Oak Flats Flood Study (2019) as below the **Preliminary Flood Planning Level**. For further information, please contact Council's Technical Services Department on 4221 6111 (This information has been provided pursuant to section 10.7(5) of the Environmental Planning & Assessment Act, but does not constitute a full section 10.7(5) planning certificate).

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

Lake Illawarra Floodplain Risk Management Study and Plan - All or part of the land has been identified within the Lake Illawarra Floodplain Risk Management Study and Plan 2012 as FLOOD PRONE. Councils' Floodplain Risk Management Development Control Plan (DCP) will apply. For further information please contact Council's Engineering Services on 4221 6111.

Yes. **Lake Illawarra, Mt Warrigal & Oak Flats Flood Study** - All or part of the land has been identified within the adopted Lake Illawarra, Mt Warrigal & Oak Flats Flood Study (2019) as **Flood Prone**. For further information, please contact Council's Technical Services Department on 4221 6111 (This information has been provided pursuant to section 10.7(5) of the Environmental Planning & Assessment Act, but does not constitute a full section 10.7(5) planning certificate).

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.

PART C: - INFORMATION PROVIDED UNDER SECTION 10.7 (5) OF THE ACT

NOTE:

When information under section 10.7(5) is requested the Council is under no obligation to provide any of the information supplied in this part. We draw your attention to section 10.7(6) which states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference to any matter affecting the land does not imply that the land is not affected by any matter referred to in this planning certificate.

Endangered Ecological Community & Threatened Species.

Council has some mapping that identifies where endangered ecological communities & threatened species are known to occur. For further details contact Council's Customer Environmental Services Department.

.....
Other Items

Planning Agreement-Sec 93F EPA.
No Planning Agreement Sec 93F of the EPA Act 1979 apply to the land.

Filling

Council has no records to indicate the land has been filled or partially filled. Uncontrolled fill may be present on this site. If you have any doubt as to whether the land is affected by fill material, the services of a suitably qualified Consulting Engineer should be obtained.

Flooding

Lake Illawarra Floodplain Risk Management Study and Plan - All or part of the land has been identified within the Lake Illawarra Floodplain Risk Management Study and Plan (2012) as FLOOD PRONE. For further information please contact Council's Engineering Services on 4221 6111.

Yes. **Lake Illawarra, Mt Warrigal & Oak Flats Flood Study** - All or part of the land has been identified within the adopted Lake Illawarra, Mt Warrigal & Oak Flats Flood Study (2019) as **Flood Prone**. For further information, please contact Council's Technical Services Department on 4221 6111.

Precinct Development Strategy

The land is not affected by the Wattle Road Precinct Development Strategy.

Development Consents Relating To The Land

Details of current development consents for the land are available on request from the Council.

Constraints

NSW COASTAL POLICY 1997. The NSW Coastal Policy 1997 applies to all land within the Coastal Zone as identified by the maps held by the Department of Planning. This includes the subject property.

FLOOR LEVEL RESTRICTIONS - 2.8m AHD.

There is a floor level restriction of 2.8m Australian Height Datum on this property as a result of potential flooding from Lake Illawarra.

Information regarding loose-fill asbestos insulation

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

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

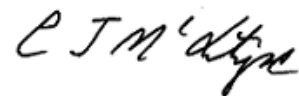
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Contact NSW Fair Trading for further information.

Shellharbour Local Strategic Planning Statement

The Shellharbour Local Strategic Planning Statement (LSPS) provides details on which Council will base land use planning decisions, including future land use planning and management of growth in Shellharbour City. The LSPS applies to all land within Shellharbour City Local Government Area.

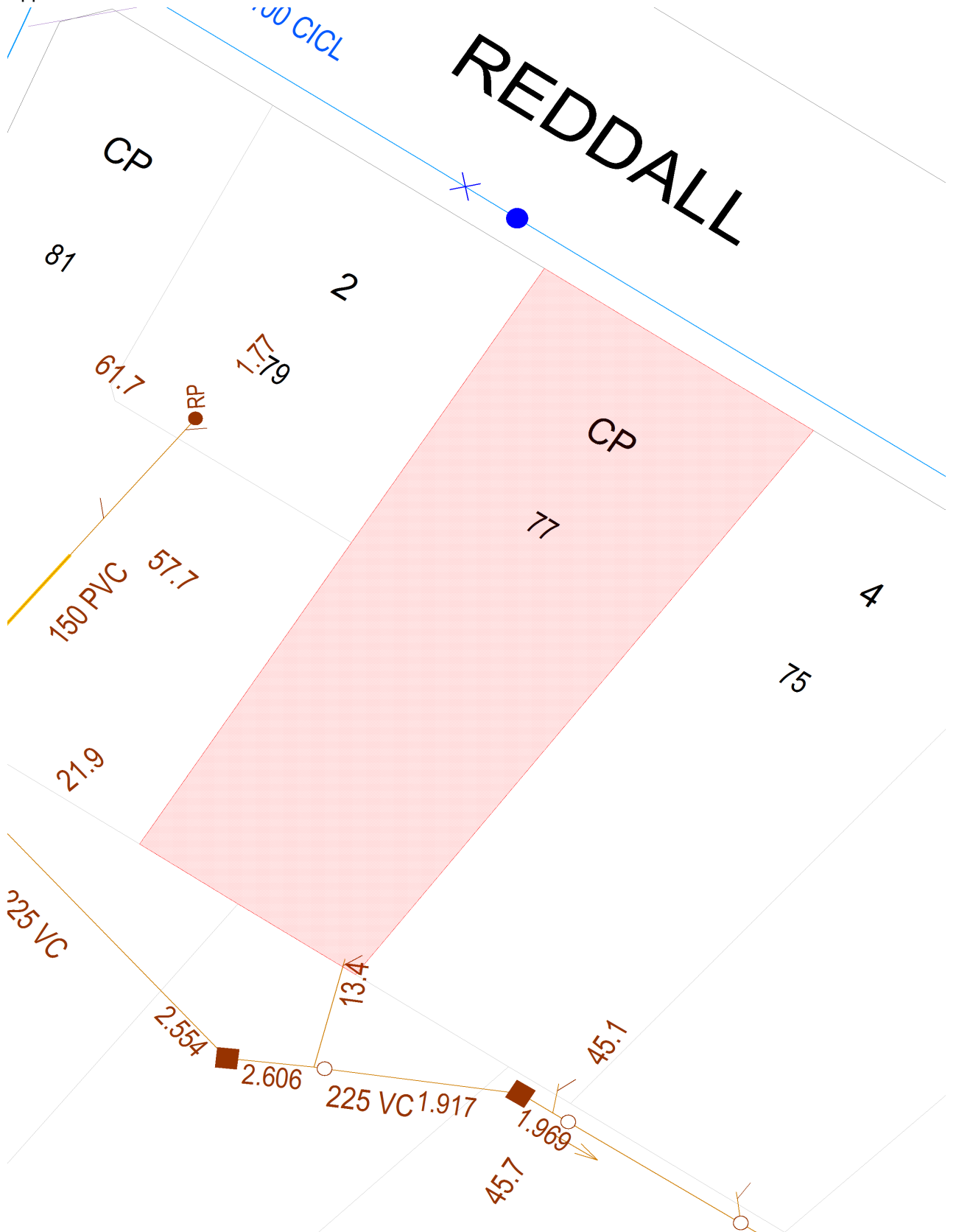
For further information please contact the
Land & Information Services on
(02) 4221 6111

Carey McIntyre
Chief Executive Officer



Service Location Print

Application Number: 8000772849



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Disclaimer

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

Asset Information

Legend

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

Disclaimer

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Pipe Types

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

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

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

Disclaimer

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

Sewer Service Diagram

Application Number: 8000772870

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of Shellharbour
Lake Stn.

No. 15408

WAR SERVICE PLANS

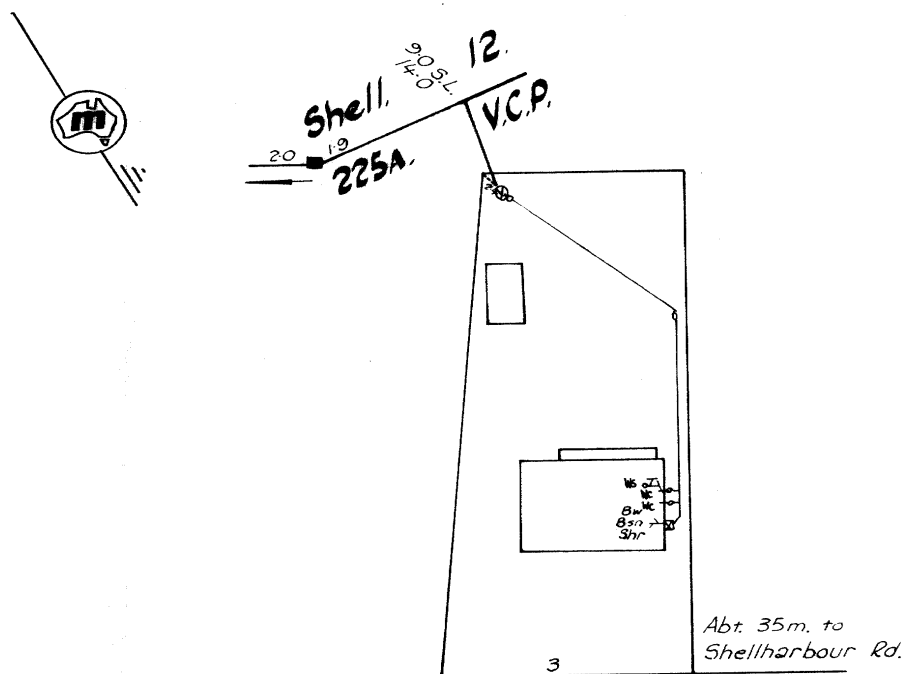
- Boundary Trap
- ⊙ Inspection Shaft
- ⊙ Pit
- GI Grease Interceptor
- Gully
- PT P Trap

- RV Reflux Valve
- Cleaning Eye
- VERT Vertical Pipe
- VP Vent Pipe
- SVP Soil Vent Pipe
- DCC Down Cast Cowl
- IP Induct Pipe
- MF Mica Flap
- T Tubs
- KS Kitchen Sink
- WC Water Closet
- BW Bath Waste

- Bsn Basin
- Shr Shower
- WIP Wrought Iron Pipe
- CIP Cast Iron Pipe
- FW Floor Waste
- WM Washing Machine

SEWER AVAILABLE

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



REDDALL PDE

RATE No. 100.06483.8 W.C.s SHEET No. 11801 U.C.s Scale 1 : 500 For House Services Engineer

DRAINAGE			BRANCH OFFICE		PLUMBING	
W.C.	Supervised by	Date	Date	Supervised by	Date	
Bth.	Inspector	/ /	Outfall	Inspector	/ /	5081 022 7 142
Shr.			Shell			
Bsn.			Drainer			
K.S.			Plumber			
T.	Chief Inspector	/ /	Boundary Trap			
P.Ig.			is not required			
Dge. Int.	Tracing Checked	/ /				
Dge. Ext.		/ /				

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Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a Service location print.

CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 13 of the *Property, Stock and Business Agents Regulation 2014* and Section 68 of the *Property, Stock and Business Agents Act 2002*.

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by sub-clause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid;
 - (b) Subject to sub-clause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces "Vendor Bid".
3. The following conditions, in addition to those prescribed by sub-clauses 1 & 2, are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
 - (a) More than one vendor bid may be made to purchase interest of a co-owner;
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.



Revenue

Enquiry ID	3499068
Agent ID	81429403
Issue Date	02 Jun 2021
Correspondence ID	1727547489
Your reference	1605/21

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S91144/3	Unit 3, 77 REDDALL PDE LAKE ILLAWARRA 2528	\$218 160

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2021 tax year.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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

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

To: Beyond Property Legal Solutions (Vendor's Solicitor)

From: (Purchaser's Solicitor/Conveyancer)

Date:

RE: **JOHNSON & JOHNSON SALE TO**
3/77 REDDALL PARADE, LAKE ILLAWARRA

REQUISITIONS ON TITLE - TORRENS TITLE TOWN LAND

(Throughout these Requisitions, "Vendor" and "Purchaser" means the Vendor and Purchaser referred to in the relevant Contract for Sale and references to "Clause" or "Clauses" relate to those in the standard 2019 Edition of the Contract for Sale.)

1	Unless the Contract states otherwise, vacant possession of the Property must be given on completion.	
2	Is anyone in adverse possession of any part of the Property?	
3	If the Property is sold with a tenant:	
3.1	What is the nature and the terms of that tenancy or occupation?	
3.2	If the terms are in writing, all relevant documents should be provided, shown to be in order and delivered to the Purchaser by or on completion together with a Notice of Attornment.	
3.3	Please provide details of existing breaches, if any.	
3.4	All rent must be paid up to or past the date of completion and adjusted in the settlement figures.	
3.5	Please provide the details of any bond and the Rental Bond Board's reference number.	
3.6	If a bond is held by the Rental Bond Board, transfer documents signed by the Vendor must be delivered to the Purchase by or on completion.	
3.7	Is the Property affected by a protected tenancy (by Parts 2, 3, 4 or 5 of the <i>Landlord & Tenant (Amendment) Act 1948 (NSW)</i>)? If so, please provide details.	
3.8	If the tenancy is subject to the <i>Residential Tenancies Act 2010 (NSW)</i> :-	
3.8.1	Has the Vendor, any predecessor in title or the tenant applied to the NSW Civil & Administrative Tribunal for an order?	
3.8.2	Have orders been made by the NSW Civil & Administrative Tribunal? If yes, please provide details.	
4	Subject to the matters raised in Requisition 5 - on completion, the Vendor must be the registered proprietor (in fee simple) of the Property and be free from all encumbrances and notations. They must also be on record as the owner of the Property on the Strata roll, free from all other interests.	
5	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 priority notice, an executed removal provided on completion together with a notice under Section 22 of the <i>Strata Schemes Management Act 2015 (NSW) (Act)</i> .	
6	Is there any court or tribunal proceedings running or completed that could lead to a writ being registered on the title to the Property or in the General Register of Deeds? If yes, full details must be provided at least 14 days prior to completion.	
7	Are any fixtures or other inclusions subject to a hire or lease agreement or charge or to any security interest under the <i>Personal Properties Securities Act 2009 (Cth)</i> ? If yes, details must be provided and all debt must be cleared so that title is transferred to the Vendor without encumbrance before completion.	
8	All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.	
9	Is the Vendor liable to pay Land Tax or is the Property otherwise charged or liable to be charged with Land Tax up to and including the current year on completion? If yes:	
9.1	When was the last Return lodged and what year was it made to?	
9.2	What is the Land Tax Value of the Property for the year current at date of completion?	

9.3.1	The Vendor must serve on the Purchaser a current Land Tax Clearance Certificate (issued under Section 47 of the <i>Land Tax Management Act 1956 (NSW)</i>), not more than 3 months old , at least 14 days before completion. If it is not clear, then -	
9.3.2	Ensure that a Land Tax Clearance Quote is provided to the Purchaser for payment from the Vendor's funds at completion.	
10	Is the Vendor in possession of a Survey Report? If so, please produce a copy for inspection prior to completion. The original should be provided to the Purchaser's solicitor before or on completion.	
11	Subject to any disclosures in the Contract, a survey of the Property should be satisfactory. It must show that the whole of the Property and the Common Property is available and that there are no encroachments by or upon the Property or the Common Property.	
12	With regard to the Property and the Common Property:	
12.1	Have all of the provisions of the <i>Local Government Act (NSW)</i> , the <i>Environmental Planning & Assessment Act 1979 (NSW)</i> and their respective Regulations been complied with?	
12.2	Is there any matter that could justify the making of an upgrade or demolition order in respect of any building or structure on the Property?	
12.3	Does the Vendor have a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If yes, it should be provided to the Purchaser's solicitor before or on completion. Please provide a copy in advance.	
12.4	Does the Vendor have an Occupation Certificate (as it is referred to in S.6.4 of the <i>Environmental Planning & Assessment Act</i>) or a Final Occupation Certificate (as it was referred to in the former S.109C of that Act, prior to 1 December 2019) for all current buildings and structures? If yes, it should be provided to the Purchaser's solicitor before or on completion. Please provide a copy in advance.	
12.5	With regard to any residential building work carried out in the last 7 years:	
12.5.1	please provide details of the building work carried out;	
12.5.2	when was the building work completed?	
12.5.3	please provide the builder's name and licence number;	
12.5.4	please provide details of the builder's insurance or any alternate indemnity product under the <i>Home Building Act 1989 (NSW)</i> .	
12.6	Has the Vendor any Warranty Certificates relating to inclusions and/or pest treatments? If yes, they are requested to leave these in the Property on completion.	
12.7	Are there any proposals by the Owners' Corporation or any owner of a Lot to make any additions or alterations or to erect any new structures on the Common Property? If yes, please provide details.	
12.8	Has any work been carried out by the Vendor on the Property or the Common Property? If yes:	
12.8.1	has the work been carried out in accordance with the by-laws and all necessary approvals and consents?	
12.8.2	does the Vendor have any continuing obligations in relation to the Common Property affected?	
13	Is the Vendor aware of any proposals to:	
13.1	resume the whole or any part of the Property or the Common Property?	
13.2	carry out building alterations to an adjoining Lot which may affect the boundary of that Lot or the Property?	
13.3	deal with, acquire, transfer, lease or dedicate any of the Common Property?	
13.4	dispose of or otherwise deal with [the Property] any Lot vested in the Owners' Corporation?	
13.5	create, vary or extinguish any easements, restrictions or positive covenants over the Property or the Common Property?	
13.6	subdivide or consolidate any Lots and/or any Common Property or to convert any Lots into Common Property?	
13.7	grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the Common Property?	

14.1	Has the Vendor (or any predecessor) or the Owners' Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the Common Property?	
14.2	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 or the Common Property? If so, please provide details and indicate if there are any proposals for amendment or revocation.	
15	In relation to any swimming pool on the Property or the Common Property:	
15.1	Did its installation or construction commence before or after 1 August 1990?	
15.2	Has the swimming pool been installed or constructed in accordance with approvals under the <i>Local Government Act 1919 (NSW)</i> and <i>Local Government Act 1993 (NSW)</i> ?	
15.3	Does it comply with the provisions of the <i>Swimming Pool Act 1992 (NSW)</i> and Regulations relating to access? If not, please provide details or the exemptions claimed.	
15.4	Have any notices or orders issued or been threatened under the <i>Swimming Pools Act 1992 (NSW)</i> or Regulations?	
15.5	If a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the Contract;	
15.6	Originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.	
16.1	Is the Vendor aware of any dispute regarding boundary or dividing fences in the Strata Scheme[related to the Property]?	
16.2	Is the Vendor aware of any notice, claim or proceedings under the Dividing Fences Act 1991 (NSW) or the Encroachment of Buildings Act 1922 (NSW) affecting the Strata Scheme[affecting the Property]?	
17	In respect of the Property and the Common Property:	
17.1	Is the Vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?	
17.2	Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?	
17.3	Is the Vendor aware of:	
17.3.1	Any road, drain sewer or storm water channel which intersects or runs through them?	
17.3.2	Any dedication to or use by the public of any right of way or other easement over any part of them?	
17.3.3	Any latent defects in them?	
17.4	Has the Vendor any notice or knowledge of them being affected by the following:	
17.4.1	Any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If yes, such notice must be complied with prior to completion.	
17.4.2	Any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the Purchaser?	
17.4.3	Any sum due to any local or public authority recoverable from the Purchaser? If yes, it must be paid prior to completion.	
17.4.4	Any realignment or proposed realignment of any road adjoining them?	
17.4.5	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 such as cladding?	
17.4.6	Solar Panels installed on the Proprety - if yes, who carried out the installation?	
18.1	If a licence benefits the Property please provide a copy and indicate:	
18.1.1	whether there are any existing breaches by any part to it;	
18.1.2	whether there are any matters in dispute; and	
18.1.3	whether the licensor holds any deposit, bond or guarantee.	
18.2	In relation to such licence:	

18.2.1	All licence fees and other moneys payable should be paid up to any beyond the date of completion.	
18.2.2	The Vendor must comply with all requirements to allow the benefit to pass to the Purchaser.	
19	Are there any applications made, proposed or threatened, whether by an owner of a Lot or the Owners' Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the Strata Scheme, the Property or the Common Property (including orders to vary the Strata Scheme consequent upon damage or destruction or to terminate the Strata Scheme) which are yet to be determined? If so, please provide particulars.	
20	Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the Common Property which involve the Vendor or the Owners Corporation? If so, please provide particulars.	
21	Are there any:	
21.1	orders of the Tribunal;	
21.2	notices of or investigations by the Owners' Corporation;[Vendor]	
21.3	notices or orders issued by any Court; or	
21.4	notices or orders issued by the Council or any public authority or water authority affecting the Property or the Common Property not yet complied with? In so far as they impose any obligation on the Vendor they should be complied with by the Vendor before completion.	
22	Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners' Corporation [Vendor] be paid from contributions levied in relation to the Property? If so, please provide particulars.	
23	Has the Vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?	
24	Has any proposal been given by any person or entity to the Owners' Corporation for:	
24.1	a collective sale of the Strata Scheme; or	
24.2	a redevelopment of the Strata Scheme (including a Strata renewal proposal)?	
	If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.	
25	In relation to the Owners' Corporation Management:	
25.1	Has the initial period expired?	
25.2	Are any actions proposed to be taken or have any been taken by the Owners' Corporation in the initial period which would be in breach of its powers without any order authorising them?	
25.3	If the Property includes a utility Lot, please specify the restrictions.	
25.4	Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners' Corporation) exceed 1% of the price?	
25.5	Has an appointment of a Strata managing agent and/or building manager been made? If so:	
25.5.1	who has been appointed to each role;	
25.5.2	when does the term of each appointment expire; and	
25.5.3	what functions have been delegated to the Strata managing agent and /or the building manager.	
25.6	Has the Owners' Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.	
25.7	Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.	
25.8	Have the by-laws adopted a common property memorandum as prescribed by the Regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.	

25.9	Is there a registered building management statement pursuant to Section 108 of the <i>Strata Schemes Development Act 2015 (NSW)</i> ? If so, are there any proposals to amend the registered building management statement?	
25.10	If the Strata Scheme was in existence at 20 November 2016, has the Owners' Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.	
25.11	Are there any pending proposals to amend or repeal the current by-laws or to add to them?	
25.12	Are there any proposals, policies or by-laws in relation to the conferral of Common Property rights or which deal with short term licences and/or holiday lettings?	
25.13	If not attached to the Contract, a Strata Information Certificate under Section 184 of the Act should be served on the Purchaser at least 7 days prior to completion.	
25.14	Has the [Vendor] Owners' Corporation met all of its obligations under the Act relating to:	
25.14.1	insurances;	
25.14.2	fire safety;	
25.14.3	child-safe window locks (where required);	
25.14.4	occupational health and safety;	
25.14.5	building defects and rectification in relation to any applicable warranties under the <i>Home Building Act 1989 (NSW)</i> ;	
25.13.6	the preparation and review of the 10-year plan for the capital works fund; and	
25.13.7	repair and maintenance.	
25.15	Is the secretary of the Owners' Corporation in receipt of a building bond for any building work on a building that is part of the Property or the Common Property?	
25.16	Has an internal dispute resolution process been established? If so, what are its terms?	
25.17	Has the [Vendor] Owners' Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?	
26	If the Contract discloses that the Vendor is a trustee, evidence must be produced to establish the trustee's power to sell.	
27	If not attached to the Contract, unless the transaction is an excluded transaction, the Vendor must serve the Purchaser with the relevant CGT Foreign Resident Clearance Certificate/s under Section 14-220 of Schedule 1 of the <i>Taxation Administration Act 1953 (Cth)</i> at least 7 days prior to completion.	
28	Prior to completion, the Vendor must furnish complete details to enable the Purchaser to make any GST Residential Withholding payment to the ATO and/or any outstanding Land Tax liability to State Revenue at completion.	
29	If the Transfer or any document to be handed over on completion is executed pursuant to a Power of Attorney and a copy of the registered Power of Attorney was not attached to the Contract then, at least 7 days prior to completion, such copy must be provided to the Purchaser's solicitor and found in order.	
30	Searches, surveys and enquiries must prove satisfactory.	
31	The Purchaser reserves the right to make further requisitions prior to completion.	
32	We will assume that your replies to these requisitions remain unchanged as at completion unless we are properly served with an alternate reply prior to that time.	