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# Contract for the sale and purchase of land 2022 edition

TERM  
vendor's agent

MEANING OF TERM  
First National Real Estate Coastside  
Shellharbour

NSW DAN:  
Matt Hutchinson  
matt@coastsidefn.com.au

co-agent  
vendor  
Carolyn Lucy Mason

vendor's solicitor

Mitchell Reece & Associates  
66A Georges River Road  
PO Box 363 Jannali NSW 2226  
9589 0555  
[mitchell@mitchellreece.com.au](mailto:mitchell@mitchellreece.com.au)

date for completion  
land (address,  
plan details and  
title reference)

42nd  
4A Penrose Street, Blackbutt NSW 2529  
Lot 2 in Deposited Plan 1232548  
2/1232548  
Ref: 2024/972  
day after the contract date (clause 15)

improvements

VACANT POSSESSION  subject to existing tenancies  
 HOUSE  garage  carport  home unit  carspace  storage space  
 none  other:

attached copies

documents in the List of Documents as marked or numbered:  
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

air conditioning  clothes line  fixed floor coverings  range hood  
 blinds  curtains  insect screens  solar panels  
 built-in wardrobes  dishwasher  light fittings  stove  
 ceiling fans  EV charger  pool equipment  TV antenna  
 other:

exclusions

purchaser

purchaser's solicitor

price

\$

deposit

\$

balance

\$

(10% of the price, unless otherwise stated)

contract date

(if not stated, the date this contract was made)

Where there is more than one purchaser  JOINT TENANTS

tenants in common  in unequal shares, specify: \_\_\_\_\_

**GST AMOUNT** (optional) The price includes GST of: \$

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a

**SIGNING PAGE**

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

### Choices

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

**Nominated Electronic Lodgment Network (ELN)** (clause 4): \_\_\_\_\_

**Manual transaction** (clause 30)

NO  YES

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

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

**Land tax** is adjustable

**GST:** Taxable supply

Margin scheme will be used in making the taxable supply

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 a *GSTRW payment*

(GST residential withholding payment)

NO  YES  
 NO  YES in full  YES to an extent  
 NO  YES

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

### GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

**General**

- 1 property certificate for the land
- 2 plan of the land
- 3 unregistered plan of the land
- 4 plan of land to be subdivided
- 5 document to be lodged with a relevant plan
- 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- 7 additional information included in that certificate under section 10.7(5)
- 8 sewerage infrastructure location diagram (service location diagram)
- 9 sewer lines location diagram (sewerage service diagram)
- 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- 11 *planning agreement*
- 12 section 88G certificate (positive covenant)
- 13 survey report
- 14 building information certificate or building certificate given under *legislation*
- 15 occupation certificate
- 16 lease (with every relevant memorandum or variation)
- 17 other document relevant to tenancies
- 18 licence benefiting the land
- 19 old system document
- 20 Crown purchase statement of account
- 21 building management statement
- 22 form of requisitions
- 23 *clearance certificate*
- 24 land tax certificate

**Home Building Act 1989**

- 25 insurance certificate
- 26 brochure or warning
- 27 evidence of alternative indemnity cover

**Swimming Pools Act 1992**

- 28 certificate of compliance
- 29 evidence of registration
- 30 relevant occupation certificate
- 31 certificate of non-compliance
- 32 detailed reasons of non-compliance

**Strata or community title (clause 23 of the contract)**

- 33 property certificate for strata common property
- 34 plan creating strata common property
- 35 strata by-laws
- 36 strata development contract or statement
- 37 strata management statement
- 38 strata renewal proposal
- 39 strata renewal plan
- 40 leasehold strata - lease of lot and common property
- 41 property certificate for neighbourhood property
- 42 plan creating neighbourhood property
- 43 neighbourhood development contract
- 44 neighbourhood management statement
- 45 property certificate for precinct property
- 46 plan creating precinct property
- 47 precinct development contract
- 48 precinct management statement
- 49 property certificate for community property
- 50 plan creating community property
- 51 community development contract
- 52 community management statement
- 53 document disclosing a change of by-laws
- 54 document disclosing a change in a development or management contract or statement
- 55 document disclosing a change in boundaries
- 56 information certificate under Strata Schemes Management Act 2015
- 57 information certificate under Community Land Management Act 2021
- 58 disclosure statement - off the plan contract
- 59 other document relevant to off the plan contract
- Other**
- 60

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

### IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

#### WARNING—SMOKE ALARMS

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

#### WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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



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

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

APA Group	NSW Department of Education
Australian Taxation Office	NSW Fair Trading
Council	Owner of adjoining land
County Council	Privacy
Department of Planning and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land and Housing Corporation	Transport for NSW
Local Land Services	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect

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

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

1.1	In this contract, these terms (in any form) mean –	the earlier of the giving of possession to the purchaser or completion; details of the adjustments to be made to the price under clause 14; a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8; the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; any day except a bank or public holiday throughout NSW or a Saturday or Sunday; a cheque that is not postdated or stale; 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>adjustment date</i>	the time of day at which completion is to occur;
	<i>adjustment figures</i>	the rules made under s12E of the Real Property Act 1900;
	<i>authorised Subscriber</i>	a deposit bond or guarantee with each of the following approved by the vendor –
	<i>bank</i>	<ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
	<i>business day</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>cheque</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>clearance certificate</i>	document relevant to the title or the passing of title;
	<i>completion time</i>	the Electronic Conveyancing National Law (NSW);
	<i>conveyancing rules</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>deposit-bond</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>depositholder</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>discharging mortgagee</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>document of title</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
	<i>ECNL</i>	A New Tax System (Goods and Services Tax) Act 1999;
	<i>electronic document</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>electronic transaction</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>electronic transfer</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, 1/1 <sup>th</sup> if not);
	<i>FRCGW percentage</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>FRCGW remittance</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
	<i>GST Act</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
	<i>GST rate</i>	subject to any other provision of this contract;
	<i>GSTRW payment</i>	the participation rules as determined by the <i>ECNL</i> ;
	<i>GSTRW rate</i>	each of the vendor and the purchaser;
	<i>incoming mortgagee</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
	<i>legislation</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>manual transaction</i>	
	<i>normally</i>	
	<i>participation rules</i>	
	<i>party</i>	
	<i>property</i>	
	<i>planning agreement</i>	



- requisition* an objection, question or requisition (but the term does not include a claim);
- rescind* rescind this contract from the beginning;
- serve* serve in writing on the other *party*;
- settlement cheque* an unendorsed *cheque* made payable to the person to be paid and –
- issued by a *bank* and drawn on itself; or
  - if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
- solicitor* in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice served by the *party*;
- TA Act* Taxation Administration Act 1953;
- terminate* terminate this contract for breach;
- title data* the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
- variation* a variation made under s14-235 of Schedule 1 to the *TA Act*;
- within* in relation to a period, at any time before or during the period; and
- work order* a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).
- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.
- 2** **Deposit and other payments before completion**
- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3** **Deposit-bond**
- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.

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

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by 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 *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
  - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
    - 9.2.1 for 12 months after the *termination*; or
    - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
  - 9.3 sue the purchaser either –
    - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
      - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
      - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
    - 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 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 or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian



## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

16.5 On completion the purchaser must pay to the vendor –

- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

## 17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

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

### 18 Possession before completion

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

### 19 Rescission of contract

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

### 20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
  - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 served at the earliest time it is served, if it is served more than once; and
  - 20.6.8 served if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each party's knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each party consents to –
- 20.16.1 any party signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the parties.
- 20.17 Each party agrees that electronic signing by a party identifies that party and indicates that party's intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract – the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.1 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994

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



## 26 Crown purchase money

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

## 27 Consent to transfer

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

## 28 Unregistered plan

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

## 29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent,

**32 Residential off the plan contract**

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

AA Perriose Street, Blackburn MSN 0197

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## Section 66W Certificate

- I, \_\_\_\_\_ of \_\_\_\_\_, certify as follows:
1. I am a  solicitor OR licensed Conveyancer .
  2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 4A Penrose Street, Blackbutt, from Carolyn Lucy Mason to \_\_\_\_\_ in order that there is no cooling off period in relation to that contract.
  3. I do not act for Carolyn Lucy Mason and am not employed in the legal practice of a solicitor acting for Carolyn Lucy Mason nor am I a member or employee of a firm of which a solicitor acting for Carolyn Lucy Mason is a member or employee.
  4. I have explained to :
    - (a) the effect of the contract for the purchase of that property;
    - (b) the nature of this certificate; and
    - (c) the effect of giving this certificate to the vendor, that is there is no cooling off period in relation to the contract.

Dated: \_\_\_\_\_

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**FURTHER PROVISIONS FOR THE CONTRACT FOR THE SALE OF LAND**

Attached to and forming part of the Contract for the sale of Land at 4A Penrose Street, Blackbutt

**33..** This contract is amended as follows:

- 33.1 By deleting the words “exceeds 5% of the price” and inserting the words “exceeds One Dollar (\$1.00) of the price” in clause 7.1.1;
- 33.2 Clauses 23.13 and 23.14 do not apply if the land forms part of a 2 lot strata scheme.
- 33.3 Clause 5 is deleted and replaced with the following:

“The purchaser waives any right under this contract or at law to make a requisition in relation to anything arising out of this contract or anything served by the vendor, about the property or title or any other thing”.

**34. Death, incapacity, bankruptcy**

Should either party (and if more than one person comprises such party then either one of them) prior to completion:

- 34.1 Die or become a protected person as defined in the *Protected Estates Act* 1983 then either party may rescind this contract by notice in writing and clause 19 shall apply; or
- 34.2 Be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or enter into a scheme or arrangement with its creditors under the Corporations Law or should any liquidator, receiver or official manager be appointed in respect of the party (or should a petition or other Court proceedings be instituted for such appointment), then that party shall be deemed to be in default of an essential condition of this contract.

**35. Entire contract**

The purchaser acknowledges that this document constitutes the entire agreement between the parties AND THE PURCHASER FURTHER ACKNOWLEDGES that where these Further Provisions are inconsistent with the printed form of contract these Further Provisions shall prevail.



**36. Selling agent**

The vendor warrants that he has not engaged any real estate agent in connection with the sale of the property to the purchaser other than the vendor's agent named on page 1 of the contract. The purchaser warrants that it has not been introduced to the sale directly or indirectly through the services of any other commission or real estate agent and the purchaser hereby agrees to indemnify and to keep indemnified the vendor against any claim for commission as may be sought by any other real estate agent other than the agent named on page 1 of the contract resulting from a breach of this warranty. This clause shall not merge on completion.

**37. Notice to Complete**

Not less than fourteen (14) days shall be a reasonable and sufficient time for any Notice under this contract including any Notice to Complete and where a notice to complete is served on the Purchaser by or on behalf of the Vendor, it is an essential term that on actual completion of this Contract the Purchaser must pay the sum of five hundred dollars plus GST (\$550.00) (being a genuine pre-estimate of the damages payable for the breach of this contract which give rise to the service of the notice) to reimburse the Vendor for the additional legal costs and disbursements incurred by the Vendor in connection with the preparation and service of each notice.

**38. Interest**

- (a) If settlement does not occur at the first scheduled time due to the default of the purchaser, or the purchaser's mortgagee, then the purchaser shall pay all fees including agency fees and recertification fees incurred by the Vendor, or the Vendor's mortgagee, in relation to any rearrangement of settlement.
- (b) If the purchaser fails to complete this contract on or before the completion date otherwise than through the fault of the vendor, then in addition to the payment of fees pursuant to clause 36(a) hereof, the purchaser shall also pay interest on the balance of the purchase price at the rate of ten percent (10%) per annum until; the actual completion date.

**39. Section 66W Certificate**

Should the subject property not be sold at auction, or in the event this contract is not made on the same day as the subject property was offered for sale by public auction, but passed in, the vendor requires, on exchange of contracts herein, that the purchaser provide a certificate pursuant to Section 66W of the *Conveyancing Act 1919*, as amended, in the form as annexed hereto.

**40. Release of Deposit**

Notwithstanding the provisions of clause 2 herein the Purchaser hereby agrees to release to the Vendors the whole or part of the deposit monies paid herein for the purpose of use as a deposit on another property within New South Wales or for the payment of a bond or licence fee pursuant to the *Retirement Villages Act NSW* provided that the said deposit or part thereof is held in the trust account of a solicitor or conveyancer licensed to practise in New South Wales or in the trust account of a licensed real estate agent in the said State or by a licensed Retirement or Nursing Home in NSW. In the event that release of the deposit is required, this Further Provision shall not act as authority for such a release so that the Purchaser must authorise the selling agent to release the deposit or part thereof in accordance with this Further Provision. The Purchaser also agrees that the deposit can be released to the vendor's solicitor for use on settlement provided that if settlement does not proceed the deposit so released is returned to the trust account from whence it was released.

**41. Claims**

Notwithstanding the provisions of Clause 7 hereof the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition under Clause 8 hereof.

**42. No Warranty**

The Purchaser acknowledges that he does not rely in this Contract upon any warranty or representation made by the Vendor or any person on behalf of the Vendor except such as are expressly provided herein but has relied entirely upon his own enquiries relating to and inspection of the property AND THE PURCHASER FURTHER ACKNOWLEDGES that he accepts the property and its inclusions in its present state of repair and condition and subject to all faults and defects of quality therein both latent and patent and no objection, requisition or claim for compensation or claim for rescission shall be made in respect thereof.

**43. Swimming Pool and/or Spa**

If applicable, the Purchaser hereby acknowledges that the fencing and signage surrounding the swimming pool and/or spa may not comply with the current swimming pool fencing code of the Local Council and shall make no objection requisition or claim for compensation in that regard. The Purchasers hereby agree to indemnify the Vendors from and against any notice that may issue from the Local Council regarding the pool fencing and/or signage surrounding the pool and/or spa whether such notice issues before or after the date of this agreement.

**44. Deposit Bond**

If applicable, the deposit may be paid by way of deposit bond issued by a financial institution approved by the vendor. The bond must be issued to the vendor for the deposit amount and handed to the vendor's solicitor on exchange of contracts. The following conditions shall apply to the bond:

- (a) subject to paras (b) and (c) below the delivery of the bond to the vendor's solicitors shall, to the extent of the amount guaranteed under the bond, be deemed for the purposes of this contract to be payment of the deposit in accordance with this contract;
- (b) the purchaser must pay the amount stipulated in the bond to the vendor on completion in the same manner as the balance of moneys is to be paid;
- (c) if the vendor serves on the purchaser notice in writing claiming to forfeit the deposit then, to the extent that the amount has not already been paid by the financial institution under the bond, the purchaser must forthwith pay the deposit (or so much thereof as has not been paid) to the vendor's solicitors.

**45. Building Information Certificate**

Notwithstanding the provisions of Clause 11 hereof if, as a consequence of any application by the Purchaser for a Building Information Certificate from the Local Council:

- a) a work order under any Legislation is made after the date of this Contract or;
- b) the Local Council informs the Purchaser of works to be done before it will issue the Building Information Certificate;

then the purchaser is not entitled to make a requisition or claim in respect of such work order or the works required by the Local Council and if this Contract is completed the Purchaser must comply with such work order and pay the expense of compliance or do the works required at his own expense.

**46. Deposit**

The parties agree that the deposit herein is ten percent (10%) of the purchase price. If on exchange of contracts the vendor agrees to accept an amount that is less than ten percent (10%) of the purchase price ("part payment of deposit") THE PURCHASER AGREES that if the purchaser defaults under the contract entitling the vendor to keep the part payment of deposit then the purchaser shall immediately on demand pay to the vendor the difference between the part payment of deposit and the actual deposit (to the intent that a full 10% of the purchase price is the deposit).

**46(a).** The purchaser agrees that the difference between the 10% of the purchase price and the amount actually paid as referred to in Further Provision 45 above is not a penalty but is the amount agreed to be paid to the vendor if the vendor becomes entitled to retain the part payment of deposit actually paid.

**46(b).** The purchaser acknowledges that the payment of the balance of the deposit referred to in sub-clause (a) above upon the termination of default of this contract shall be in addition to and shall not limit any other remedies available to the Vendor contained or implied in this contract notwithstanding any other rule of law or equity. This clause shall not merge on completion.

**47. Foreign Investment Review Board (FIRB)**

The purchaser warrants that s/he either:

- a) has obtained FIRB approval for the purchase of the property herein; or
- b) such approval is not required.

**48. Guarantee & Indemnity (Where the Purchaser is a Company)**

48.1 For the purposes of this Special Condition:

**A.** Guarantor means:

.....of

.....

AND

.....of

(being two of the directors of the corporate purchaser or, if the corporate purchaser is a sole Director/Secretary corporation, the sole Director/Secretary).

**IT IS AGREED**

- a)** In consideration of the Vendor entering into the Contract at the Guarantor's request, the Guarantor guarantees to the Vendor:  
payment of all money payable by the purchaser under the Contract; and  
the performance of all of the purchaser's other obligations under this contract.
- b)** The Guarantor:  
Indemnifies the Vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default by the Purchaser of its obligations under this Contract; and  
must pay on demand any money due to the Vendor under this indemnity.
- c)** The Guarantor is jointly and separately liable with the Purchaser to the Vendor for:  
the performance by the Purchaser of its obligations under this Contract; and  
any damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the Vendor.
- d)** The Guarantor must pay to the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this clause.
- e)** If the Vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor's obligations under this clause.
- f)** The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:  
the granting of any time, waiver, covenant not to sue or other indulgence;  
the release of discharge of any person;  
an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person;  
any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Vendor by this Contract, a statute, a Court or otherwise;

payment to the Vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or the winding up of the Purchaser.

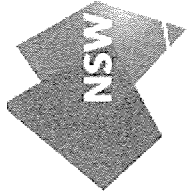
Signed by the Guarantor in the presence of:

.....  
Signature of witness .....  
.....  
Guarantor  
.....  
Name of witness .....  
.....  
Guarantor  
.....  
Address of Witness .....

49. The purchaser acknowledges that prior to entering into this contract it has had the opportunity to make all and any enquiries and to obtain all and any inspections **AND THE PURCHASER AGREES THAT** it takes the property in its current state of repair and condition including all fixtures and fittings and shall not make any requisition objection or claim for compensation or delay settlement in respect of the state of repair and condition of the property.

**50. Christmas period**

- The parties agree that:
- 50.1 if completion falls between 20 December, 2024 and 28 January, 2025 (“the Christmas period”), then the completion date will take place on 29 January, 2025.
  - 50.2 no Notice to Complete shall be served during the Christmas period.
  - 50.3 if contracts were exchanged without a section 66W certificate during the Christmas period, the expiration of the cooling off period shall be 5pm on 29 January, 2025.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/1232548

SEARCH DATE	TIME	EDITION NO	DATE
2/10/2024	1:16 PM	3	5/12/2022

LAND

LOT 2 IN DEPOSITED PLAN 1232548  
 AT BLACKBUTT  
 LOCAL GOVERNMENT AREA SHELLHARBOUR  
 PARISH OF TERRAGONG COUNTY OF CAMDEN  
 TITLE DIAGRAM DP1232548

FIRST SCHEDULE

CAROLYN LUCY MASON

SECOND SCHEDULE (14 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT (S)
- 2 DP805975 RESTRICTION(S) ON THE USE OF LAND
- 3 DP825233 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP825233 RESTRICTION(S) ON THE USE OF LAND
- 5 DP1232548 RIGHT OF ACCESS VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1232548 RIGHT OF ACCESS VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1232548 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1232548 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1232548 EASEMENT FOR DRAINAGE OF WATER 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1232548 EASEMENT FOR DRAINAGE OF WATER 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 DP1232548 EASEMENT FOR SERVICES VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 12 DP1232548 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 13 DP1232548 EASEMENT FOR PARKING VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 14 AS692514 MORTGAGE TO COMMUNITY FIRST CREDIT UNION LIMITED



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FOLIO: 2/1232548  
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PAGE 2

NOTATIONS  
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UNREGISTERED DEALINGS: NIL

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

2024 / 972

PRINTED ON 2/10/2024

- (A) RIGHT OF ACCESS VARIABLE WIDTH
- (B) EASEMENT FOR DRAINAGE OF WATER 2 WID
- (D) EASEMENT FOR DRAINAGE OF WATER 15 WID AND VARIABLE
- (S) EASEMENT FOR SERVICES VARIABLE WIDTH
- (P) EASEMENT FOR PARKING VARIABLE WIDTH
  
- (H) EASEMENT TO DRAIN WATER 2 WID (DP854422)
- (E) EASEMENT TO DRAIN WATER 2 WID (DP825233)

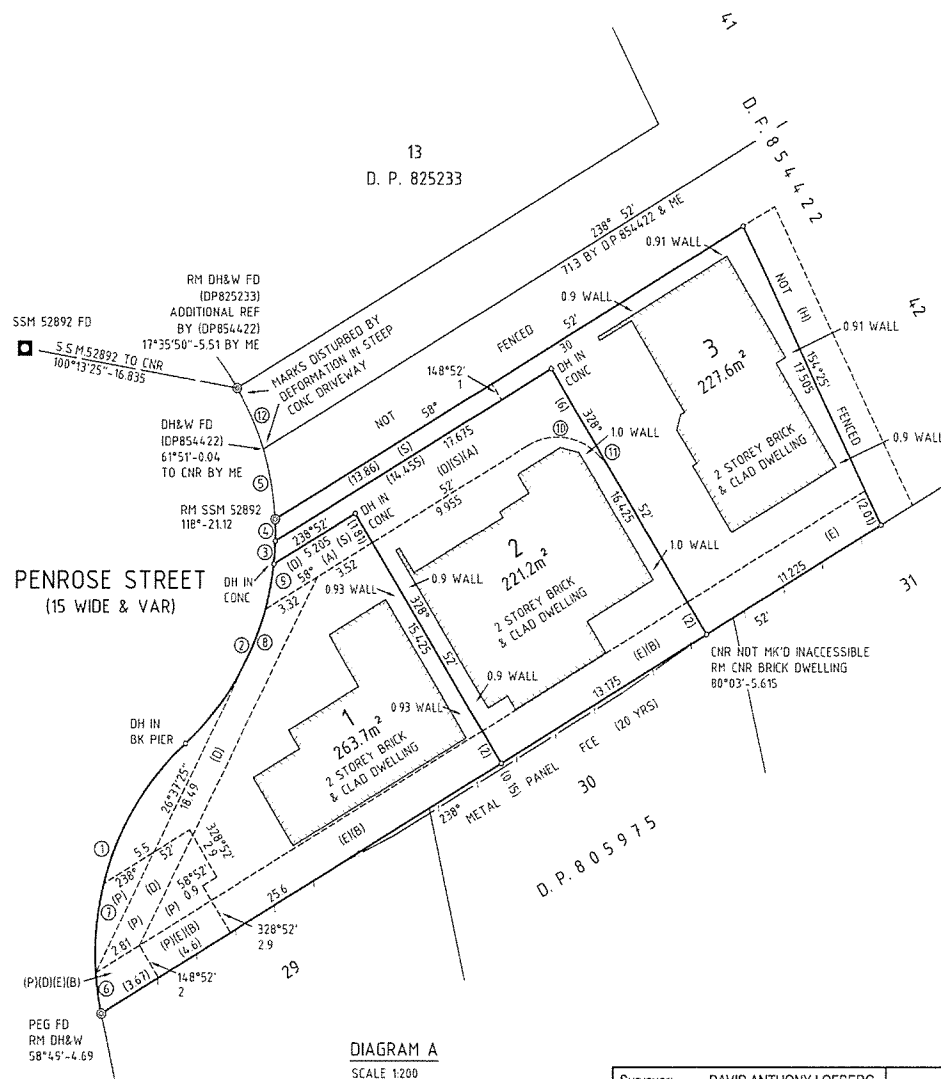
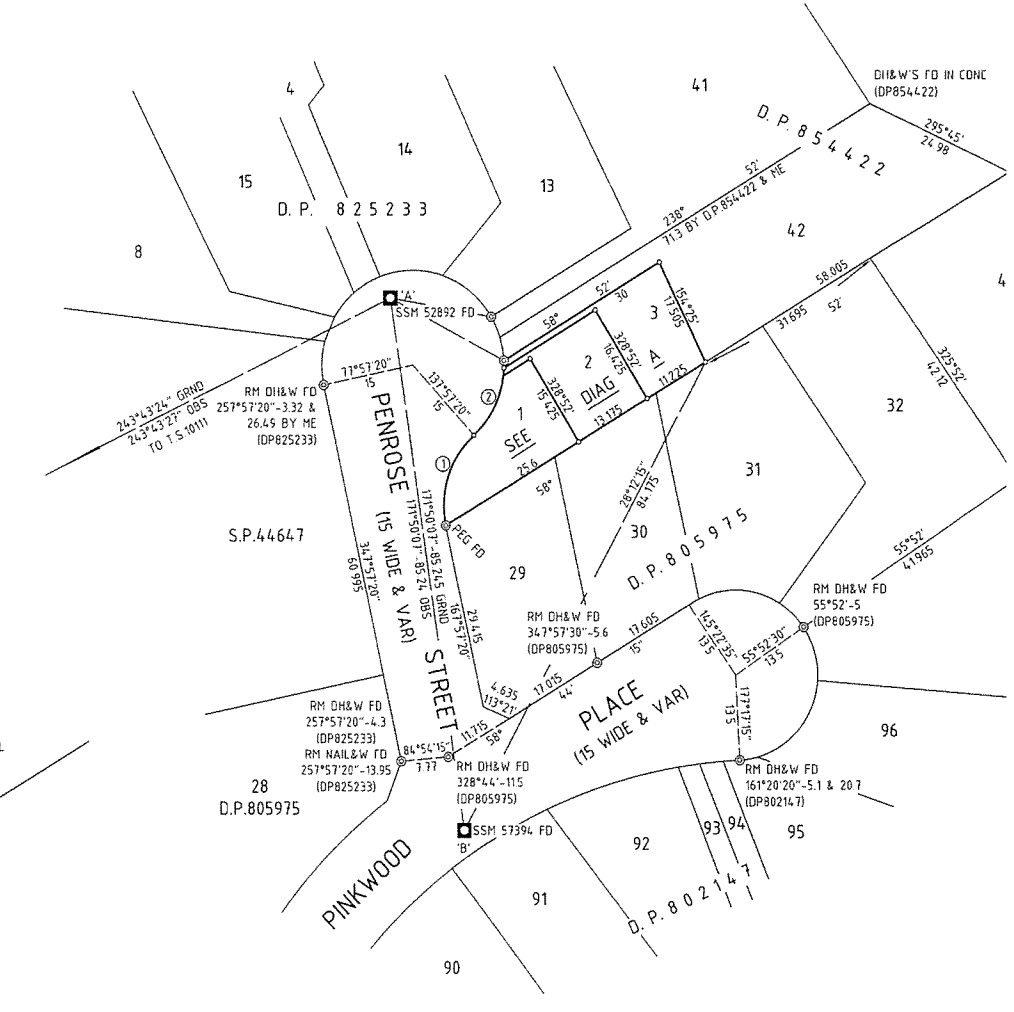


DIAGRAM A  
SCALE 1:200






COORDINATE SCHEDULE						
MARK	MGA COORDINATES		CLASS	ORDER	METHOD	STATE
	EASTING	NORTHING				
SSM 52892	300705.41	6172312.036	B	2	SCIMS	FOUND
SSM 57394	300717.518	6172227.643	B	2	SCIMS	FOUND
TS 10111	288610.043	6166340.591	C	3	SCIMS	FOUND

DATE OF SCIMS COORDINATES: 24-08-2018    MGA ZONE: 56    MGA DATUM: GDA94  
COMBINED SCALE FACTOR: 100008

No	BEARING	DIST	ARC	RAD
1	197°57'20"	15	15.71	15
2	27°09'20"	10.655	10.89	15
3	4°01'	1.225	1.225	15
4	359°28'	1.16	1.16	15
5	170°03'05"	3.755		
6	172°07'	2.175	2.18	15
7	185°20'30"	4.725	4.745	15
8	21°09'35"	2.855	2.86	15
9	11°01'35"	2.445	2.445	15
10	278°09'30"	3.99	4.32	3 15
11	317°27'	0.675		
12	336°06'	3.53		

Surveyor: DAVID ANTHONY LOFBERG of LandTeam 42967055 Date of Survey: 24-08-2018 Surveyor's Ref: 210228	<b>PLAN OF SUBDIVISION OF LOT 12 IN D.P.825233</b>	LGA: SHELLHARBOUR Locality: BLACKBUTT Subdivision No: SC0970/2019 Lengths are in metres    Reduction Ratio 1:600	Registered 24/09/2019	<b>DP123:</b>
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PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 sheet(s)
 Registered: 24/09/2019	<h1 style="margin: 0;">DP1232548</h1>	
Title System: TORRENS	LGA: SHELLHARBOUR Locality: BLACKBUTT Parish: TERRAGONG County: CAMDEN	
PLAN OF SUBDIVISION OF LOT 12 IN DP 825233	Crown Lands NSW/Western Lands Office Approval	
Survey Certificate I, DAVID ANTHONY LOFBERG, of LANDTEAM, PO BOX 353, WARILLA NSW 2528 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 24/8/18, or *(b) The part of the land shown in the plan (*being* excluding ** _____ was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on _____, the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'A' - B' Type: *Urban/*Rural The terrain is *Level/Undulating / *Steep/Mountainous. Signature: _____ Dated: 24/10/18 Surveyor Identification No: 1486 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>	I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: _____ Date: _____ File Number: _____ Office: _____	Luke Preston Subdivision Certificate *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: _____ Accreditation number: _____ Consent Authority: Shellharbour City Council Date of endorsement: 17/7/2019 Subdivision Certificate number: SC0070/2019 File number: _____
*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	*Strike through if inapplicable. Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
Plans used in the preparation of survey/compilation. DP825233 DP805975 DP802147 DP854422		

<b>PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET</b>		Sheet 2 of 2 sheet(s)		
 Registered: <b>24/09/2019</b>		<b>DP1232548</b>		
<b>PLAN OF SUBDIVISION OF LOT 12 IN                  DP 825233</b>		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>• Signatures and seals- see 195D Conveyancing Act 1919</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>		
Subdivision Certificate number: ..... <i>SC0070/2019</i> ..... Date of Endorsement: ..... <i>17/7/2019</i> .....				
<b>CLAUSE 60, SURVEYING &amp; SPATIAL INFORMATION REGULATION 2012</b>				
Lot	Street Number	Street Name	Street Type	Locality
1	4	PENROSE	STREET	BLACKBUTT
2	4A	PENROSE	STREET	BLACKBUTT
3	4B	PENROSE	STREET	BLACKBUTT
Pursuant to Section 88B of the Conveyancing Act 1919, it is intended to create: <ol style="list-style-type: none"> <li>1. Right of Access Variable Width (A);</li> <li>2. Easement for Drainage of Water 1.5 Wide and Variable (D);</li> <li>3. Easement for Drainage of Water 2 Wide (B);</li> <li>4. Easement for Services Variable Width (S);</li> <li>5. Easement for Parking Variable Width (P).</li> </ol> As setout in the accompanying Instrument				
				 CAROLYN LUCY MASON

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 1 of 3 sheets)

Plan: **DP1232548**

Plan of Subdivision of Lot 12 in  
D.P825233  
Covered by Subdivision  
Certificate No. *SC 0070/2019*

Full name and address of the  
Owners of the land:

**CAROLYN LUCY MASON**  
4 PENROSE STREET  
BLACKBUTT NSW 2528

**Part 1 (Creation)**

Number of item shown on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots:	Benefitted lots or Prescribed Authority:
1.	Right of Access Variable Width (A)	1 2	2, 3 1, 3
2.	Easement for Drainage of Water 1.5 Wide and Variable (D)	1 2	2, 3 3
3.	Easement for Drainage of Water 2 Wide (B)	1 2	2, 3 3
4.	Easement for Services Variable Width (S)	1 2 3	2, 3 1, 3 1, 2
5.	Easement for Parking Variable Width (P)	1	2, 3

**Part 2 (Terms)**

**1. TERMS OF THE EASEMENT FOR PARKING VARIABLE WIDTH NUMBERED 5 IN THE PLAN**

The full and free but non-exclusive right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the lot benefited or the visitor or invitee of that person to remain there for any reasonable but short term time for the purpose of visitor parking.

1.1 The registered proprietors of the burdened lots will repair and maintain the visitor parking area.



ePlan  
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 2 of 3 sheets)

Plan: **DP1232548**

Plan of Subdivision of Lot 12 in  
D.P825233  
Covered by Subdivision  
Certificate No. *SC 0070/2019*

**Part 2 (continued)**

- 1.2 The visitor parking area will only be used for the purpose of parking a motor vehicle or motor cycle the weight of which will not exceed 2,500 kilograms and will not be used for the parking of any boat, trailer, caravan or motorhome.
- 1.3 The respective registered proprietors of the lots both burdened and benefited and Shellharbour City Council will together be empowered to release, vary or modify the easement numbered 5 in the plan.

*CA*

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919. ePlan

(Sheet 3 of 3 sheets)

Plan: **DP1232548**

Plan of Subdivision of Lot 12 in  
D.P825233  
Covered by Subdivision  
Certificate No. SC0070/2019

**Execution**

Signed in my presence by CAROLYN LUCY MASON whom is personally known to me:

Stuart Wood  
Signature of witness

Carolyn Lucy Mason  
CAROLYN LUCY MASON

STUART WOOD  
Name of witness (BLOCK LETTERS)

30 CARLWA RD OYSTER BAY 2225.  
Address of witness

REGISTERED  24/09/2019



INSTRUMENT SETTING OUT TERMS OF PAYMENTS AND RESTRICTIONS  
 ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
 SECTION 99B OF THE CONVEYANCING ACT, 1919

PLAN: D.P. 805975

(Sheet 1 of 5 Sheets)

Subdivision covered by  
 Council Clerk's Certificate  
 No: 12/00 of 21-9-1950.

Land shall remain in force and effect only until 31  
 December, 1955 and thereafter shall lapse.

THE COMMON SEAL of PRIORITY )  
 DEVELOPMENTS LTD. LIMITED was )  
 lawfully affixed pursuant to )  
 a resolution of its Board of )  
 Directors in the presence of )



*[Signature]*  
 Director

*[Signature]*  
 Secretary

Printed by the  
 Registrar General  
 at the Registrar General's Office  
 11, Abchurch Lane, London, E.C. 4

*[Signature]*  
 H. G. STONE, J.P.      *[Signature]*  
 WILIAM WILLIAM DUNN

*[Signature]*  
 COUNCIL CLERK

REGISTERED 17-10-1950

This negative is a photograph made as a permanent  
 record of a document in the custody of the  
 Registrar General this day, 10th October, 1950



10018012105 / Doc:DP 0805975 B / Rev:21-Sept-1952 / 56:CK:CK / 56:CK:CK / 16:43 / Pas:ALA / Sec:1 of 3  
 10018012105 / Doc:DP 0805975 B / Rev:21-Sept-1952 / 56:CK:CK / 56:CK:CK / 16:43 / Pas:ALA / Sec:1 of 3

10 20 30 40 50 60 70 Table of min 110 120 130 140

DP 805975 / Doc DP 805975 B / Ferr 31 - 022 - 1599 / Str. No. 05 / Fri: 19-Jan-2016 16:42 / Pg: 1/17 / Seg: 2 of 3  
01:5300 / Sec: 15

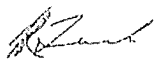

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 38B OF THE CONVEYANCING ACT, 1919**

(Sheet 3 of 5 Sheets)

Plan: **D.P. 805975**  
Subdivision covered by  
Council Clerk's Certificate  
No: 15/50 of 27-9-1990.

- c) No building shall be erected on any lot hereby burdened with a metal roof unless such metal roof material shall be, prior to the erection of the building, pre-coated with durable baked enamel, vinyl or polyester film.
- d) No building including, but not limited to, any main building, any garage, shed, horse stable, cattle yard, coop or pen for animals shall be erected on each lot hereby burdened unless constructed of new materials.
- e) No advertisement, hoarding sign or matter of any description shall be erected or displayed on each lot burdened prior to 30 June, 1991 without the prior written consent of the developer and the developer shall have the right to remove such advertisement.
- f) No existing dwelling house shall be partly or wholly moved to be placed upon, re-erected on or permitted to remain on any lot hereby burdened.
- g) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other building shall be used at any time as a dwelling house on any lot burdened.
- h) No fuel storage tanks, except for oil-burning purposes, shall be placed upon or permitted to remain on any lot burdened.
- i) No noxious, noisome or offensive occupation, trade, business, manufacture shall be conducted or carried out on any lot burdened.
- j) No flat fibre shall be used in the construction of any building except as in fill material.

  
COUNCIL CLERK

REGISTERED  17-10-1990

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 38B OF THE CONVEYANCING ACT, 1919**

(Sheet 4 of 5 Sheets)

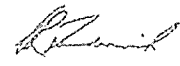

Plan: **D.P. 805975**  
Subdivision covered by  
Council Clerk's Certificate  
No: 15/50 of 27-9-1990.


- k) No fence shall be erected of corrugated iron, concrete block, flat fibre or sheet asbestos.
- l) No fence shall be erected on the land hereby burdened between the street building line imposed by the Council of the Municipality of Shellharbour and the street alignment thereof.
- m) That for the benefit of any adjoining land of PRIORITY DEVELOPMENTS PTY LIMITED but only during the ownership thereof by PRIORITY DEVELOPMENTS PTY LIMITED its assignee other than purchasers on sale, no fence shall be erected on the land hereby burdened to divide it from such adjoining land without the consent of PRIORITY DEVELOPMENTS PTY LIMITED or its assignee as aforesaid but such consent shall not be withheld if any such fence is erected without expense to PRIORITY DEVELOPMENTS PTY LIMITED or its assignee as aforesaid and in favour of any persons dealing with PRIORITY DEVELOPMENTS PTY LIMITED such consent shall be deemed to have been given in respect of every fence for the time being erected.

None of person empowered to release, vary or modify the restriction on use of land secondly referred to in the above-mentioned plan:

For so long as PRIORITY DEVELOPMENTS PTY LIMITED remain the registered proprietors of any lot or part of any lot in this subdivision, the foregoing restrictions on use of land may only be released, varied or modified only by and with the consent of the said PRIORITY DEVELOPMENTS PTY LIMITED and thereafter, the said restrictions on use of land may only be released, varied or modified by the proprietors of all the lots in whose favour this restriction on use of land is created together with the Shellharbour Municipal Council, provided further that the restriction on use of


  
COUNCIL CLERK

REGISTERED  17-10-1990



10	20	30	40	50	60	70	Table of contents	10	20	30	40
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 10th October, 1990 

85:2019183 /Doc:DP 805975 B /REV:31-DEC-1997 /Sta: 66 ON /Crt:10-JAN-2006 16:42 /Pg:111 /Seq:3 of 3  
 02/1990 /GCHH

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
 ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
 SECTION 88B OF THE CONVEYANCING ACT, 1913**

Plan: **D.P.805975**  
 (Sheet 1 of 5 Sheets)  
 Subdivision covered by  
 Council Clerk's Certificate  
 No: 15/90 of 27-9-1990.

**PART 1**

Full Name and Address of  
 Registered Proprietor of  
 the Land: Priority Developments  
 Pty Limited  
 110 Crown Street  
 WOLLONGONG NSW 2500

Full Name and Address of  
 First Mortgagee: Commonwealth Bank of  
 Australia  
 143 Crown Street  
 WOLLONGONG NSW 2500

1. Identity of easement or  
 restriction firstly  
 referred to in the  
 above-mentioned Plan: Restriction on Use of Land

Schedule of Lots, etc. affected

<u>Lots Burdened</u>	<u>Lots, Name of Road or Authority benefited:</u>
32, 33, 34	The Council of the Municipality of Shellharbour

2. Identity of easement or  
 restriction secondly  
 referred to in the  
 above-mentioned Plan: Restriction on Use of Land

Schedule of Lots, etc. affected

<u>Lots Burdened</u>	<u>Lots, Name of Road or Authority benefited:</u>
Each & every lot Except lot 35	Every other lot Except lot 35

*Robert  
Atkins*

  
 .....  
 COUNCIL CLERK

REGISTERED  17-10-1990

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
 ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
 SECTION 88B OF THE CONVEYANCING ACT, 1913**

Plan: **D.P.805975**  
 (Sheet 2 of 5 Sheets)  
 Subdivision covered by  
 Council Clerk's Certificate  
 No: 15/90 of 27-9-1990.

1. Terms of restriction on use of land firstly  
 referred to in  
 the above-mentioned plan:

No fence shall be erected or permitted to remain on the  
 boundary between any lot hereby burdened and lot 35 unless  
 it is in accordance with the adopted fencing code of  
 Shellharbour Municipal Council.

Name of person empowered to release, vary or modify the  
 restriction on use of land firstly referred to in the  
 above-mentioned plan:

The Council of the Municipality of Shellharbour.


2. Terms of restriction secondly referred to in the  
 above-mentioned plan:

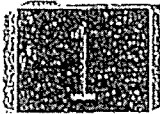
a) No main building erected on any lot hereby burdened  
 shall have a floor area, inclusive of internal  
 walls but exclusive of vehicular accommodation of  
 less than ninety three (93) square metres where  
 such main building is constructed with vehicular  
 accommodation incorporated under the roof of such  
 main building, otherwise, no main building shall  
 have a floor area, inclusive of internal walls, of  
 less than one hundred and fifty (150) square metres.

b) No main building shall be erected on any lot hereby  
 burdened with external walls other than brick,  
 brick veneer, stone, concrete or glass or any  
 combination thereof PROVIDED such feature panelling  
 does not exceed fifty (50) per centum of the total  
 external wall area and PROVIDED further that in the  
 case of two-storied buildings, provided the  
 external walls of the first storey comply in all  
 respects with the terms of this restriction,  
 feature panelling may be used in the external walls  
 of the second storey of such two-storied buildings.


*Robert  
Atkins*

  
 .....  
 COUNCIL CLERK

REGISTERED  17-10-1990



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 10th October, 1990



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PLAN FORM 2

Plan Drawing only to appear in this space

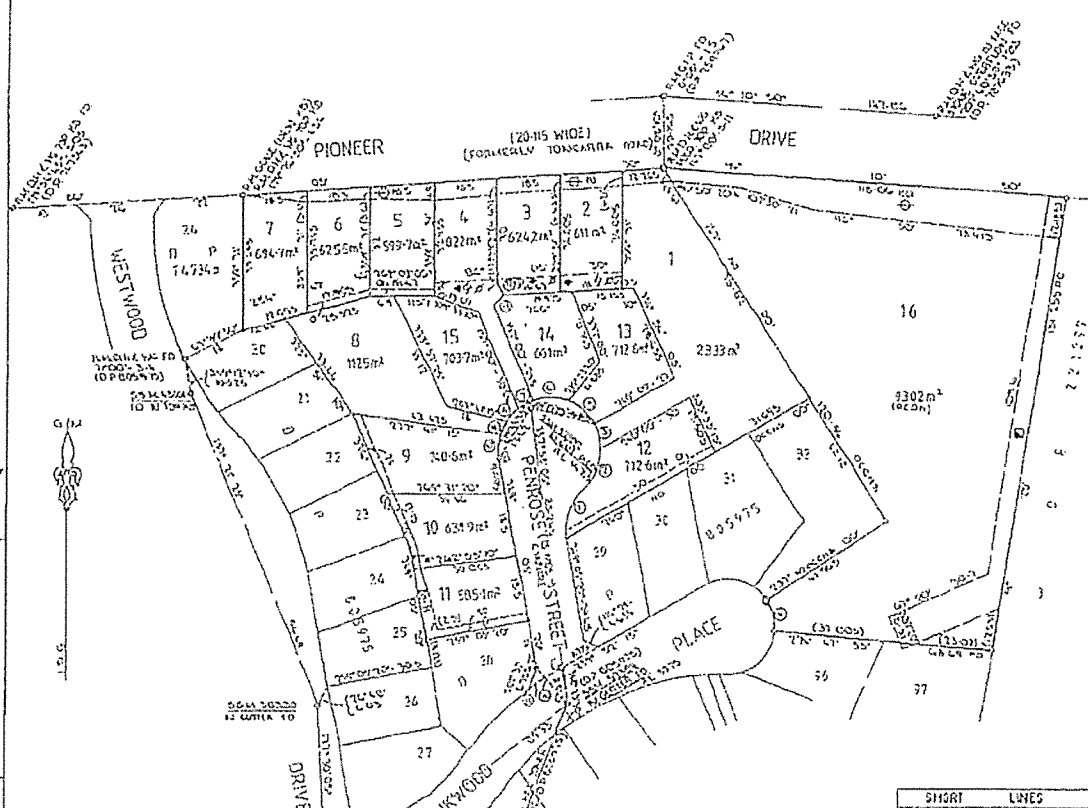
OFFICE USE ONLY

SIGNATURE AND SEALS ONLY.

**DEBREST PTY. LIMITED**  
*(Signature)*  
 Director

**WILSON & CO. ENGINEERS**  
*(Signature)*  
 Surveyor

2. **CONVEYANCE INSTRUMENT**  
 TO BE REGISTERED



**Crown Lands Office Approval**

**Council Clerk's Certificate**  
 All the requirements of the Local Government Act, 1933 have been met and the requirements for this instrument are fulfilled.

**Survey Practice Regulations 1950: Clause 32(2)**

MARK	COORDINATE	EASTING	NORTHING	MARK	COORDINATE
A	703449.45	1171854.43	5241	2	
B	703446.18	1171854.43	5241	2	
C	703446.18	1171854.43	5241	2	
D	703446.18	1171854.43	5241	2	

SOURCE: O.P. 602117 & O.P. 602118 150.00-0.00-0.00

1. EASEMENT TO DRAIN WATER 2 WIDE & VAR.  
 2. EASEMENT FOR BATTER VARIABLE WIDTH  
 3. EASEMENT FOR SEWER AND OVERFLOW 2 WIDE & VAR. (O.P. 521310) - 222602  
 4. EASEMENT FOR GULLWAYS VARIABLE WIDTH  
 5. EASEMENT TO DRAIN WATER 2 WIDE  
 6. EASEMENT TO DRAIN WATER VARIABLE WIDTH

7. EASEMENT TO DRAIN WATER 2 WIDE  
 8. EASEMENT TO DRAIN WATER VARIABLE WIDTH  
 9. RESTRICTION ON USE OF LAND  
 10. RESTRICTION ON USE OF LAND  
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 33. RESTRICTION ON USE OF LAND  
 34. RESTRICTION ON USE OF LAND  
 35. RESTRICTION ON USE OF LAND  
 36. RESTRICTION ON USE OF LAND  
 37. RESTRICTION ON USE OF LAND

**REFERENCE MARKS & PERMANENT MARKS**

MARK	BEARING	DISTANCE
A	204°05'30"	4.5
B	204°05'30"	0.45
C	204°05'30"	0.45
D	204°05'30"	0.45

**SHORT LINES**

N°	BEARING	DISTANCE
1	351°20'30"	4.25
2	351°20'30"	4.25
3	351°20'30"	4.25
4	351°20'30"	4.25

**CURVED LINES**

N°	RADIUS	ARC	BEARING	CHORD	CHORD BEARING
1	10	0.71	110°20'	0.5	110°20'
2	10	0.71	73°14'	0.5	110°20'
3	10	0.71	20°14'	0.5	110°20'
4	10	0.71	330°06'	0.5	110°20'
5	10	0.71	330°06'	0.5	110°20'
6	10	0.71	330°06'	0.5	110°20'
7	10	0.71	330°06'	0.5	110°20'
8	10	0.71	330°06'	0.5	110°20'
9	10	0.71	330°06'	0.5	110°20'
10	10	0.71	330°06'	0.5	110°20'
11	10	0.71	330°06'	0.5	110°20'

**DP 825233**

Registered O.P. 110-1992

C.A. 11/92 O.P. 151992

FILE NO. TORRENS

PLANNING SUBDIVISION

PLAN NO. 1170-4

Lot Plan O.P. 005975

PLAN OF SUBDIVISION OF LOTS 33 34 AND 35 O.P. 805975

SECTION 800

SHELLHARBOUR

OAY FLATS

TERRAGOON

CANBERRA

1. **SECTION 800**  
 THE LOTS IN THIS SECTION ARE TO BE REGISTERED AS SEVERAL LOTS IN THE TORRENS SYSTEM OF TITLE AND THE REGISTERED PLAN IS TO TAKE EFFECT FROM THE DATE OF REGISTRATION OF THIS PLAN.

2. **SECTION 800**  
 THE LOTS IN THIS SECTION ARE TO BE REGISTERED AS SEVERAL LOTS IN THE TORRENS SYSTEM OF TITLE AND THE REGISTERED PLAN IS TO TAKE EFFECT FROM THE DATE OF REGISTRATION OF THIS PLAN.

3. **SECTION 800**  
 THE LOTS IN THIS SECTION ARE TO BE REGISTERED AS SEVERAL LOTS IN THE TORRENS SYSTEM OF TITLE AND THE REGISTERED PLAN IS TO TAKE EFFECT FROM THE DATE OF REGISTRATION OF THIS PLAN.

4. **SECTION 800**  
 THE LOTS IN THIS SECTION ARE TO BE REGISTERED AS SEVERAL LOTS IN THE TORRENS SYSTEM OF TITLE AND THE REGISTERED PLAN IS TO TAKE EFFECT FROM THE DATE OF REGISTRATION OF THIS PLAN.

5. **SECTION 800**  
 THE LOTS IN THIS SECTION ARE TO BE REGISTERED AS SEVERAL LOTS IN THE TORRENS SYSTEM OF TITLE AND THE REGISTERED PLAN IS TO TAKE EFFECT FROM THE DATE OF REGISTRATION OF THIS PLAN.

6. **SECTION 800**  
 THE LOTS IN THIS SECTION ARE TO BE REGISTERED AS SEVERAL LOTS IN THE TORRENS SYSTEM OF TITLE AND THE REGISTERED PLAN IS TO TAKE EFFECT FROM THE DATE OF REGISTRATION OF THIS PLAN.

7. **SECTION 800**  
 THE LOTS IN THIS SECTION ARE TO BE REGISTERED AS SEVERAL LOTS IN THE TORRENS SYSTEM OF TITLE AND THE REGISTERED PLAN IS TO TAKE EFFECT FROM THE DATE OF REGISTRATION OF THIS PLAN.

8. **SECTION 800**  
 THE LOTS IN THIS SECTION ARE TO BE REGISTERED AS SEVERAL LOTS IN THE TORRENS SYSTEM OF TITLE AND THE REGISTERED PLAN IS TO TAKE EFFECT FROM THE DATE OF REGISTRATION OF THIS PLAN.

9. **SECTION 800**  
 THE LOTS IN THIS SECTION ARE TO BE REGISTERED AS SEVERAL LOTS IN THE TORRENS SYSTEM OF TITLE AND THE REGISTERED PLAN IS TO TAKE EFFECT FROM THE DATE OF REGISTRATION OF THIS PLAN.

10. **SECTION 800**  
 THE LOTS IN THIS SECTION ARE TO BE REGISTERED AS SEVERAL LOTS IN THE TORRENS SYSTEM OF TITLE AND THE REGISTERED PLAN IS TO TAKE EFFECT FROM THE DATE OF REGISTRATION OF THIS PLAN.

11. **SECTION 800**  
 THE LOTS IN THIS SECTION ARE TO BE REGISTERED AS SEVERAL LOTS IN THE TORRENS SYSTEM OF TITLE AND THE REGISTERED PLAN IS TO TAKE EFFECT FROM THE DATE OF REGISTRATION OF THIS PLAN.

12. **SECTION 800**  
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0025233 P / Rev: 11-11-1992 / Stat: 03-1993 / Page: 1 of 1  
 0025233 P / Rev: 11-11-1992 / Stat: 03-1993 / Page: 1 of 1

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08225233 9 / Rev:16-Mar-1999 / 516:OK:OK / Pt:115-Jan-2015 16:42 / Pgs:2/1 / Seq:1 of 4  
 08225233 / Doc:DF 08225233 9 / Rev:16-Mar-1999 / 516:OK:OK / Pt:115-Jan-2015 16:42 / Pgs:2/1 / Seq:1 of 4  
 08225233 / Doc:DF 08225233 9 / Rev:16-Mar-1999 / 516:OK:OK / Pt:115-Jan-2015 16:42 / Pgs:2/1 / Seq:1 of 4

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
AS TO LAND INTENDED TO BE CREATED PURSUANT TO SECTION 80A OF  
THE CONVEYANCING ACT, 1982**

(Sheet 1 of 7 Sheets)

PLAN DP825233

Subdivision of Lots 33, 34 & 35 in  
Deposited Plan No. 005975 covered  
by Council Clerk's Certificate No. 1192

Full name and address  
of Grantor

Delbest Pty Ltd & Metuta Pty Ltd  
3 Tannery Street  
Unanderra

Part 1.

1. Identity of easement  
or restriction firstly  
referred to in the above  
mentioned Plan:

Right of carriageway variable  
width.

Schedule of Lots, etc. affected:

<u>Lots Burdened</u>	<u>Lots, Name of Road or Authority Benefited</u>
2	1
3	1, 2
4	1, 2, 3, 5

2. Identity of easement or  
restriction secondly  
referred to in the above-  
mentioned Plan:

Easement for services variable  
width.

Schedule of Lots, etc. affected:

<u>Lots Burdened</u>	<u>Lots, Name of Road or Authority Benefited</u>
2	1
3	1, 2
4	1, 2, 3, 5

3. Identity of easement  
or restriction thirdly  
referred to in the  
above-mentioned Plan:

Easement to drain water 2 wide.

Schedule of Lots, etc. affected:

<u>Lots Burdened</u>	<u>Lots, Name of Road or Authority Benefited</u>
5	6, 7
6	7
12	1

THIS INSTRUMENT IS VALID AND EFFECTIVE FROM THE DATE OF REGISTRATION AND IS NOT VALID UNLESS IT IS REGISTERED IN THE REGISTER OF INSTRUMENTS IN THE OFFICE OF THE REGISTRAR GENERAL.



*[Signature]*  
Council Clerk

REGISTERED 08/10/1992

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS OF LAND  
AS TO LAND INTENDED TO BE CREATED PURSUANT TO SECTION 80A OF  
THE CONVEYANCING ACT, 1982**

(Sheet 2 of 7 Sheets)

4. Identity of easement  
or restriction fourthly  
referred to in the  
above-mentioned Plan:

Easement to drain water variable  
width.

Schedule of Lots, etc. affected:

<u>Lots Burdened</u>	<u>Lots, Name of Road or Authority Benefited</u>
2	1
3	1, 2
4	1, 2, 3, 5.

5. Identity of easement  
or restriction fifthly  
referred to in the  
above-mentioned Plan:

Restriction on use of land.

Schedule of Lots, etc. affected:

<u>Lots Burdened</u>	<u>Lots, Name of Road or Authority Benefited</u>
Each and every lot	Every other lot

6. Identity of easement  
or restriction sixthly  
referred to in the  
above-mentioned Plan:

Restriction on use of land.

Schedule of Lots, etc. affected:

<u>Lots Burdened</u>	<u>Lots, Name of Road or Authority Benefited</u>
1, 2, 3, 4, 5	Shellharbour Municipal Council

7. Identity of easement  
or restriction seventhly  
referred to in the  
above-mentioned Plan:

Easement for factor variable  
width.

Schedule of Lots, etc. affected:

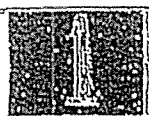
<u>Lots Burdened</u>	<u>Lots, Name of Road or Authority Benefited</u>
1, 2, 3, 4, 5, 6, 7, 16	Shellharbour Municipal Council

THIS INSTRUMENT IS VALID AND EFFECTIVE FROM THE DATE OF REGISTRATION AND IS NOT VALID UNLESS IT IS REGISTERED IN THE REGISTER OF INSTRUMENTS IN THE OFFICE OF THE REGISTRAR GENERAL.



*[Signature]*  
Council Clerk

REGISTERED 08/10/1992



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Registrar General this day, 2nd October 1992



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND REFERRED TO BY CREATOR PURSUANT TO SECTION 84B OF THE CONVEYANCING ACT, 1912**

D.P. 2457-74

(Sheet 3 of 7 Sheets)

8. Identity of easement or restriction firstly referred to in the abovementioned Plan:

Easement to drain water 2 wide and variable.

Schedule of Lots, etc. affected

<u>Lots Burdened</u>	<u>Lots, Name of Road or Authority Benefited</u>
9	8
10	8, 9
11	8, 9, 10

9. Identity of easement or restriction secondly referred to in the abovementioned Plan:

Restriction on use of land.

Schedule of Lots, etc. affected

<u>Lots Burdened</u>	<u>Lots, Name of Road or Authority Benefited</u>
each and every lot	Sheltharbour Municipal Council

10. Identity of easement or restriction thirdly referred to in the abovementioned Plan:

Restriction on use of land.

Schedule of Lots, etc. affected

<u>Lots Burdened</u>	<u>Lots, Name of Road or Authority Benefited</u>
16	Sheltharbour Municipal Council

PSRL 11

1. Terms of easements secondly referred to in the abovementioned Plan:

FULL AND FREE RIGHT for the proprietor or proprietors of the lot in whose favour this easement is created and every person authorised by him from time to time and at all times hereafter jointly and severally with the proprietor or proprietors of the other lot and/or each of the other lots, if any, in whose favour this easement is created to use the surface, under-surface and sub-soil of the land burdened by this easement to construct, install, erect, extend, lay, maintain, repair, control, cleanse, remove, replace, direct, alter, inspect, manage and/or examine any other structure, erection, works or installations whether

*Handwritten notes:*  
 TO BE REPRODUCED IN THE INSTRUMENT AS A CONDITION OF THE EASEMENT.  
 TO BE REPRODUCED IN THE INSTRUMENT AS A CONDITION OF THE EASEMENT.  
 TO BE REPRODUCED IN THE INSTRUMENT AS A CONDITION OF THE EASEMENT.



*Signature*  
 Council Clerk

REGISTERED 10 OCT 1992

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND REFERRED TO BY CREATOR PURSUANT TO SECTION 84B OF THE CONVEYANCING ACT, 1912**

D.P. 2457-74

(Sheet 4 of 7 Sheets)

upon, over, on or under the surface of the said land TOGETHER WITH THE RIGHT to carry, pass, convey and transfer in or by service matter or thing AND FOR THE SAID PURPOSES or any of them by the said proprietor or proprietors and every person authorised by him or them and his or their agents, contractors, servants and workmen with or without motor or other vehicles, horses and other animals, plant, tools, machinery or other equipment or things to come and go and enter into and upon the said land and any part thereof at all reasonable times and to remain there at any reasonable time and to bring, place and leave thereon or remove therefrom all necessary machinery, materials, implements and thing AND to break open the surface of the said land or any part thereof and to deposit soil and other matter on the same and to do any other work necessary or convenient for the full and proper enjoyment of the rights hereby granted PROVIDED THAT the said proprietor or proprietors and every person authorised by him or them will take all reasonable steps and precautions to ensure as little disturbance as possible to the surface of the said land and the enjoyment by the persons entitled thereto of the right of way burdening the said right of way being the right of way above referred to in this instrument and will replace and restore the said surface in a proper and workmanlike manner as nearly as practicable to its original condition, situation and state of repair as soon as any such work as aforesaid is complete.

Name of person empowered to release, vary or modify the restriction on use of land secondly referred to in the abovementioned Plan:

The proprietors of all the lots in whose favour this easement is created and each of them together with the Sheltharbour Municipal Council.

2. Terms of restriction on use of land firstly referred to in the abovementioned Plan:

(a) No main building erected on any lot hereby burdened shall have a floor area, inclusive of internal walls but exclusive of vehicular accommodation of less than ninety three (93) square metres where such main building is constructed with vehicular accommodation incorporated under the roof of such main building, otherwise, no main building shall have floor area, inclusive of internal walls, of less than one hundred and six (106) square metres.

(b) No main building shall be erected on any lot hereby burdened with external walls other than of brick, brick veneer, stone, concrete or glass or any combination thereof to the extent of not less than fifty (50) per centum of the total external wall area.

In the case of two-storied buildings, feature panelling not exceeding fifty (50) per centum of the total external wall area may be used in the external walls of the second storey, PROVIDED the external walls of the first storey comply in all respects with the terms of this restriction.

*Handwritten notes:*  
 TO BE REPRODUCED IN THE INSTRUMENT AS A CONDITION OF THE EASEMENT.  
 TO BE REPRODUCED IN THE INSTRUMENT AS A CONDITION OF THE EASEMENT.  
 TO BE REPRODUCED IN THE INSTRUMENT AS A CONDITION OF THE EASEMENT.



*Signature*  
 Council Clerk

REGISTERED 10 OCT 1992



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REGISTRATION / DECISION 2024733 R / PART 16 - MAY - 1992 / REG. ACT 1912 / REG. ACT 1912 / REG. ACT 1912

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
AS TO HEREINTO TO BE CREATED PURSUANT TO SECTION 86B  
OF THE CONVEYANCE ACT, 1912**

D 19 215 233

(Sheet 5 of 7 Sheets)

- (c) No building shall be erected on any lot hereby burdened with a metal roof unless such metal roof material shall be, prior to the erection of the building, pre-coated with durable based enamel, vinyl or polyester film.
- (d) No building including, but not limited to, any main building, any garage, shed, horse stable, cattleyard, coup or pen for animals shall be erected on each lot hereby burdened unless constructed of new materials.
- (e) No advertisement, hoarding sign or matter of any description shall be erected or displayed on each lot burdened prior to 14th December, 1993 without the prior written consent of the developer and the developer shall have the right to remove such advertisement.
- (f) No existing dwelling house shall be partly or wholly moved to be placed upon, re-erected on or permitted to remain on any lot hereby burdened.
- (g) No partly-completed structure or structure of a temporary character, including but not confined to a basement, tent, shack, garage, trailer, van or caravan shall be used at any time as a dwelling house on the lot burdened.
- (h) No fuel storage tanks, except for oil-heating purposes, or in motor vehicles shall be placed upon or permitted to remain on any lot burdened.
- (i) No noxious, noisome or offensive occupation, trade, or business, shall be conducted or carried out on any lot burdened.
- (j) No flat fibre shall be used in the construction of any building except as in fill material.
- (k) No fence shall be erected of corrugated iron, concrete block, flat fibre or sheet asbestos.
- (l) No fence shall be erected on the land hereby burdened between the strait building line imposed by the Council of the Municipality of Shellharbour and the street alignment.
- (m) That for the benefit of any adjoining land of Dalbeest Pty Ltd & Hefuta Pty Ltd or their assigns other than purchasers on sale, but only during the minority of such adjoining land by Dalbeest Pty Ltd and Hefuta Pty Ltd or their assigns as aforesaid, no fence shall be erected on the land hereby burdened to divide it from such adjoining land without the consent of Dalbeest Pty Ltd & Hefuta Pty Ltd or their assigns as aforesaid but such consent shall not be withheld if any such fence is erected without expense to Dalbeest Pty Ltd & Hefuta Pty Ltd or their assigns as aforesaid and in favour of any persons dealing with Dalbeest Pty Ltd & Hefuta Pty Ltd such consent shall be deemed to have been given in respect of every fence for the time being erected.

*Handwritten notes:*  
This instrument is to be registered in the name of Dalbeest Pty Ltd & Hefuta Pty Ltd as joint tenants.  
The instrument is to be registered in the name of Dalbeest Pty Ltd & Hefuta Pty Ltd as joint tenants.



*Handwritten signature*  
Council Clerk

REGISTERED 10 OCT 1992

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
AS TO HEREINTO TO BE CREATED PURSUANT TO SECTION 86B  
OF THE CONVEYANCE ACT, 1912**

D 19 215 233

(Sheet 5 of 7 Sheets)

Name of person empowered to release, vary or modify the restriction on use of land fifthly referred to in the abovespecified plan:

For so long as Dalbeest Pty Ltd & Hefuta Pty Ltd remain the registered proprietors of any lot or part of any lot in this subdivision, the foregoing restrictions on use of land may only be released, varied or modified by and with the consent of the said Dalbeest Pty Ltd & Hefuta Pty Ltd and thereafter, the said restrictions on use of land may only be released, varied or modified by the proprietors of all the lots in whose favour this restriction on use of land is created together with the Shellharbour Municipal Council, provided further that these restrictions on use of land shall remain in force and effect only until 31 December, 1999 and thereafter shall lapse.

3. Terms of Restriction on use of land sixthly referred to in the abovespecified Plan:

No vehicular access shall be constructed and no ingress or egress shall be taken given or permitted over the lot hereby burdened to or from Pioneer Drive.

Name of person empowered to release, vary or modify the restriction on use of land sixthly referred to in the abovespecified plan:

Shellharbour Municipal Council.

4. Terms of Restriction on use of land seventhly referred to in the abovespecified Plan:

No building shall be erected or permitted to remain on the land and no change shall be made to the formation of the ground levels.

Name of person empowered to release, vary or modify the restriction on use of land seventhly referred to in the abovespecified plan:

Shellharbour Municipal Council.

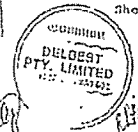
5. Terms of Restriction on use of land eighthly referred to in the abovespecified Plan:

No building shall be erected or permitted to remain on the land unless the foundations of the building have been designed by a suitably qualified civil/structural engineer in accordance with Geotechnical advice and upon approval by Shellharbour Municipal Council.

Name of person empowered to release, vary or modify the restriction on use of land eighthly referred to in the abovespecified plan:

Shellharbour Municipal Council.

*Handwritten notes:*  
This instrument is to be registered in the name of Dalbeest Pty Ltd & Hefuta Pty Ltd as joint tenants.



*Handwritten signature*  
Council Clerk

REGISTERED 10 OCT 1992

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
 AS TO OPEN SPACES TO BE CREATED PURSUANT TO SECTION 88B  
 OF THE CONVEYANCE ACT, 1918

(Sheet 7 of 7 Sheets)

5. Terms of Restriction on use of land tentatively referred to in  
 the above-mentioned Plan:

No building shall be erected or permitted to remain on the land  
 and no change shall be made to the ground levels.

Plans of easements proposed to release, vary or modify the  
 restriction on use of land tentatively referred to in the  
 above-mentioned Plan:

Beechleahour Municipal Council.

THE COMMON SEAL OF DELINEY PTY LTD  
 was hereto affixed pursuant to  
 a resolution of its Board of Directors  
 and in the presence of:

*[Signature]*  
 Director



*[Signature]*  
 Secretary

THE COMMON SEAL OF HESUTA PTY LTD was  
 hereto affixed pursuant to a resolution  
 of its Board of Directors, and in the  
 presence of:

*[Signature]*  
 Director



*[Signature]*  
 Secretary

*[Signature]*  
 Council Clerk

THE MANAGER OF THE LAND OFFICE  
 has received the above-mentioned  
 documents and has caused the same  
 to be registered in the office of the  
 Registrar of Land.

*[Signature]*

REGISTERED ON 2ND OCTOBER 1992

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 record of a document in the custody of the  
 Registrar General this day, 2nd October, 1992



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Address all communication to the Chief Executive Officer  
Shellharbour City Council,  
Locked Bag 155  
Shellharbour City Centre, NSW 2529  
DX 26402 Shellharbour City Centre  
p. 02 4221 6111 f. 02 4221 6016  
council@shellharbour.nsw.gov.au  
www.shellharbour.nsw.gov.au

**Applicant:**

InfoTrack Pty Ltd  
GPO BOX 4029  
SYDNEY

ecertificates@infotrack.com.au

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

Applicants Reference: 2024/972

Certificate No: PL2248/2024

Print Date: 03 October 2024

**LAND DESCRIPTION:**

4A Penrose Street BLACKBUTT NSW 2529

Lot 2 DP 1232548

Land ID: 36256

**Disclaimer**

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

**Title Information**

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

**Inspection of the land**

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

.....  
**PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)**  
.....

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

1. **Name of Relevant Planning Instruments and DCPs**
- 1.1 **Which environmental planning instruments apply to the carrying out of development on the land?**  
**Local Environmental Plan**  
Shellharbour Local Environmental Plan 2013.  
Reference should also be made to NSW Legislation website [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au) for full details regarding this LEP.

**State Environmental Planning Policies**

- SEPP - (Exempt & Complying Development Codes) 2008.
- SEPP (Housing) 2021.
- SEPP (Biodiversity & Conservation) 2021.
- SEPP (Industry & Employment) 2021.
- SEPP (Planning Systems) 2021.
- SEPP (Primary Production) 2021.
- SEPP (Resilience & Hazards) 2021.
- SEPP (Resources & Energy) 2021.
- SEPP (Transport & Infrastructure) 2021.
- SEPP - (Precincts Regional) 2021.
- SEPP - (Sustainable Buildings) 2022

Please see the NSW Department of Planning & Environment website [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au) and the Legislation website [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au) for details on State Environmental Planning Policies.

.....  
**1.2 Which development control plans apply to the carrying out of development on the land?**

The Shellharbour Development Control (DCP) is Council's only DCP and applies to all of the Shellharbour City Council area except for the land at Calderwood covered by State Environmental Planning Policy (Precincts - Regional) 2021 Appendix 5 Calderwood.

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

Section 4.15 of the *Environmental Planning and Assessment Act* lists a DCP as a matter for consideration in determining a development application.

**Technical Policies**

Shellharbour Drainage Design Handbook. Council developed and adopted the Shellharbour Drainage Design Handbook. Refer to the following link:

<https://www.shellharbour.nsw.gov.au/plan-and-build/planning-controls-and-guidelines/shellharbour-engineering-code#:~:text=The%20Shellharbour%20Engineering%20Code%20provides%20guidelines%20for%20the,infrastructure%20within%20the%20Shellharbour%20Local%20Government%20Area%20%28LGA%29>

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

**Planning Proposal – Local Environmental Plans**

No exhibited Draft Local Environmental Plans.

**Draft State Environmental Planning Policies**

**Changes to create Low & Mid Rise Housing**

The Explanation of Intended Effect (EIE) was publicly exhibited by the Department of Planning and Environment until 23/02/2024. It proposes changes to:

- the E2 Commercial Centre zone; and
- E1 Local Centre zones - but only if they contain a wide range of frequently needed goods and services such as full line supermarkets, shops and restaurants.

It also proposes changes to:

- the R2 Low Density Residential Zone and R3 Medium Density Residential Zone where they are located within a certain distance of:

- a railway station;
- the E2 Commercial Centre zone; and
- E1 Local Centre zones - but only if they contain a wide range of frequently needed goods and services such as full line supermarkets, shops and restaurants.

Please refer to the Department of Planning and Environment website for more information by cut and pasting the following for a search:

Diverse and well-located homes | Planning (nsw.gov.au)

### **Improving Planning Processes to Deliver Infrastructure Faster (March 2024)**

The EIE was publicly exhibited by the Department of Planning, Housing and Infrastructure until 16 April 2024.

The proposed changes include amendments to the SEPP Transport and Infrastructure 2021, SEPP Planning Systems 2021 and SEPP Precincts-Western Parkland City 2021 to streamline the planning approval processes for various infrastructure, transport, education, health, emergency services and environmental management related land uses.

Please refer to the Department of Planning, Housing and Infrastructure website for more information:  
<https://www.planningportal.nsw.gov.au/draftplans/exhibition/explanation/intended-effect-improving-planning-processes-deliver-infrastructure-faster>

### **Complying Development for Farm Buildings, Rural Sheds and Earthworks on Rural Lands.**

The Explanation of Intended Effect (EIE) has been prepared by the Department of Planning, Housing and Infrastructure (DPHI).

It proposes changes to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Codes SEPP) for earthworks and farm building provision in the Inland and Rural Housing Codes.

Please refer to the DPHI website for more information:  
<https://www.planningportal.nsw.gov.au/draftplans/exhibition/proposed-changes-complying-development-farm-buildings-rural-sheds-and-earthworks>

### **Exhibited Technical Policies**

There are no Exhibited Technical Policies on this land.

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

No exhibited draft Development Control Plans apply to the land.

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

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

## 2. ZONING AND LAND USE UNDER RELEVANT LEPs

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

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

Shellharbour LEP 2013 - R2 Low Density Residential.

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

Shellharbour LEP 2013 - R2: Home occupations.

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

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

2.4 For what purposes is development prohibited within the zone?

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

2.5 Whether additional permitted uses apply to land?

Shellharbour LEP 2013 - No.

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

Shellharbour LEP 2013 - No.

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

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

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

Shellharbour LEP 2013 - No.

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

Shellharbour LEP 2013 - No.

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

Shellharbour LEP 2013 - No.

**3. CONTRIBUTIONS**

**3.1 The name of each contributions plan under the Act, Division 7.1 that applies to the land, including draft contributions plans?**

Shellharbour Local Infrastructure Contributions Plan 2019 (9<sup>th</sup> Review) (Amendment 1).

**3.2 If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 - the name of the region and the name of the Ministerial planning order in which the region is identified.**

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

**3.3 If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.**

Not applicable.

**4. COMPLYING DEVELOPMENT**

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



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

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

4.4 If the complying development codes are varied, under that Policy, clause 1.12, in the relation to the land.

**Housing Code**

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

**Rural Housing Code**

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

**Agritourism and Farm Stay Accommodation Code**

Complying development under the Agritourism and Farm Stay Accommodation MAY be carried out on the land.

**Low Rise Housing Diversity Code**

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

**Greenfield Housing Code**

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

**Housing Alterations Code**

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

**General Development Code**

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

**Industrial and Business Alterations Code**

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

.....  
**Industrial and Business Buildings Code**

Complying development under the Industrial and Business Buildings Code MAY be carried out on the land.

**Container Recycling Facilities Code**

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

**Subdivisions Code**

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

**Demolition Code**

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

**Fire Safety Code**

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

**5 EXEMPT DEVELOPMENT**

**5.1** If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.16(1) (b1) to (d) or 1.16A.

**5.2** If exempt development may not be carried out on the land because of the provisions of clauses 1.16(1) (b1) to (d) or 1.16A, the reasons why it may not be carried out under those clauses.

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

**5.4** If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Exempt development may only be carried out on the land if it complies with State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

.....  
6. **AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS**

- 6.1 Is an affected building notice, of which council is aware, in force in respect of the land?  
No.
- 6.2 Is there any building product rectification order, of which council is aware, in force in respect of the land that has not been fully complied with?  
No.
- 6.3 Has any notice of intention to make a building product rectification order, of which council is aware, been given in respect of the land and is outstanding?  
No.
- 6.4 In this clause, affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4 and building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

7. **LAND RESERVED FOR ACQUISITION**

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

Shellharbour LEP 2013 - No.

8. **ROAD WIDENING AND ROAD ALIGNMENT**

- 8.1 Is the land affected by any road widening or road realignment under:
  - (a) The Roads Act 1993, Part 3, Division 2?  
No.
  - (b) Any environment planning instrument?  
No.
  - (c) Any resolution of the Council?  
No.

9 **FLOOD RELATED DEVELOPMENT CONTROLS**

9.1 **If the land or part of the land within the flood planning area and subject to flood related development controls.**

Horsley Creek Floodplain Risk Management Study and Plan (2017) - No

Council is in the process of reviewing the Horsley Creek Floodplain Risk Management Study and Plan (2017) and advice related to flooding and flood related development controls may change upon Council's adoption of new flood information.

For further information, please contact Council's Technical Services Department on 4221 6111.

9.2 **If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.**

Horsley Creek Floodplain Risk Management Study and Plan (2017) - No

Council is in the process of reviewing the Horsley Creek Floodplain Risk Management Study and Plan (2017) and advice related to flooding and flood related development controls may change upon Council's adoption of new flood information.

For further information, please contact Council's Technical Services Department on 4221 6111.

9.3 **In this section — flood planning area has the same meaning as in the Flood Risk Management Manual.**

**Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.**

**Probable maximum flood has the same meaning as in the Flood Risk Management Manual.**

10. **COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS**

**Is the land affected by an adopted policy that restricts the development of the land because of the likelihood of:**

10.1  **Landslip**

No.

10.2  **Bushfire**

No.

.....  
10.3 Tidal Inundation

No.

10.4 Subsidence

No.

10.5 Acid Sulphate Soils

No.

10.6 Contamination

No.

10.7 Aircraft Noise

No.

10.8 Salinity

No.

10.9 Coastal Hazards

No.

10.10 Sea Level Rise

No.

10.11 Any Other Risk

No.

10.12 In this clause, adopted policy means a policy adopted by the Council or by another public authority, if the public authority has notified the Council that the policy will be included in a planning certificate issued by the Council.

11. BUSH FIRE PRONE LAND

11.1 Is any of the land bushfire prone land as designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bushfire prone land? If none of the land is bushfire prone land, a statement to that effect.

No.

.....  
12. LOOSE FILL ASBESTOS INSULATION

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

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

13. MINE SUBSIDENCE

13.1 Is the land proclaimed to be a mine subsidence district within the meaning of *Coal Mine Subsidence Compensation Act 2017*?

No.

14. PAPER SUBDIVISION INFORMATION

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

Not applicable.

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

Not applicable.

14.3 Words and expressions used in the clause have the same meaning as in the Environmental Planning & Assessment Regulation, Part 10 and the Act, Schedule 7.

15. PROPERTY VEGETATIONS PLAN

15.1 Does an approval property vegetation plan under the *Native Vegetation Act 2003* Part 4 apply to the land, being a plan to which the council has been notified of its existence by the person or body that approved the plan under that Act?

No.

16. BIODIVERSITY STEWARDSHIP SITES

16.1 Is the land a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016* Part 5, that council has been made aware of by the Biodiversity Conservation Trust?

No.

.....  
**Note: Biodiversity Stewardship agreements including biobanking agreements under the Threatened Species Conservation Act 1995 Part 7A that are taken to be biodiversity stewardship agreements under the Biodiversity Conservation Act 2016, Part 5.**

17. **BIODIVERSITY CERTIFIED LAND**

17.1 Is the land biodiversity certified land under the *Biodiversity Conservation Act 2016 Part 8*?

No.

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

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

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

No.

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

19.1 If the Coastal Management Act 2016 applies to the Council, whether the owner, or any previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works?

Not applicable.

19.2 In this clause, existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

**Note: Existing coastal protection works are works to reduce the impact of coastal hazards on land such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.**

20. **WESTERN SYDNEY AEROTROPOLIS**

20.1 Chapter 4 of the State Environmental Planning Policy (Precincts – Western Parkland City) 2021 does not apply to the Shellharbour Local Government Area

.....  
**21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING**

**21.1** If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, have any conditions of consent been granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, clause 88(2)?

No.

**22. SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

**22.1** Is there a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which council is aware, in relation to proposed development on the land?

No.

**22.2** The period for which the certificate is current is?

Not Applicable.

If there is a certificate, copy of the certificate can be obtained from the Department.

**22.3** If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, have any conditions of development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1)?

No.

**22.4** Are there any conditions of development consent in relation to the land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1)?

No.

**22.5** In this clause, former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

**23. WATER OR SEWERAGE SERVICES**

If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

Note – A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for



.....  
the provision of water or sewerage services under the Water Industry  
Competition Act 2006 is maintained by the Independent Pricing and Regulatory  
Tribunal and provides information about the areas serviced, or to be serviced,  
under that Act. Purchasers should check the register to understand who will  
service the property. Outstanding charges for water or sewerage services  
provided under the Water Industry Competition Act 2006 become the  
responsibility of the purchaser.

No. This clause does not currently apply within 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.

**PART B: NOTATIONS**

There are no Part B notations on this property.

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

Authorised by:  
Mike Archer  
Chief Executive Officer



MS CAROLYN L MASON  
61 BRADMAN AVE  
WARILLA NSW 2528

Our reference: 7148069608590  
Phone: 13 28 66  
22 April 2024

## Your foreign resident capital gains withholding clearance certificate

- > Purchasers are not required to withhold and pay an amount
- > Provide a copy to the purchaser and retain a copy for your records

Hello CAROLYN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410921100176
Vendor name	CAROLYN LUCY MASON
Clearance Certificate Period	19 April 2024 to 22 April 2025

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### NEED HELP

Learn more about foreign  
resident capital gains withholding  
at [ato.gov.au/FRCGW](http://ato.gov.au/FRCGW)

### CONTACT US

In Australia? Phone us on  
**13 28 66**

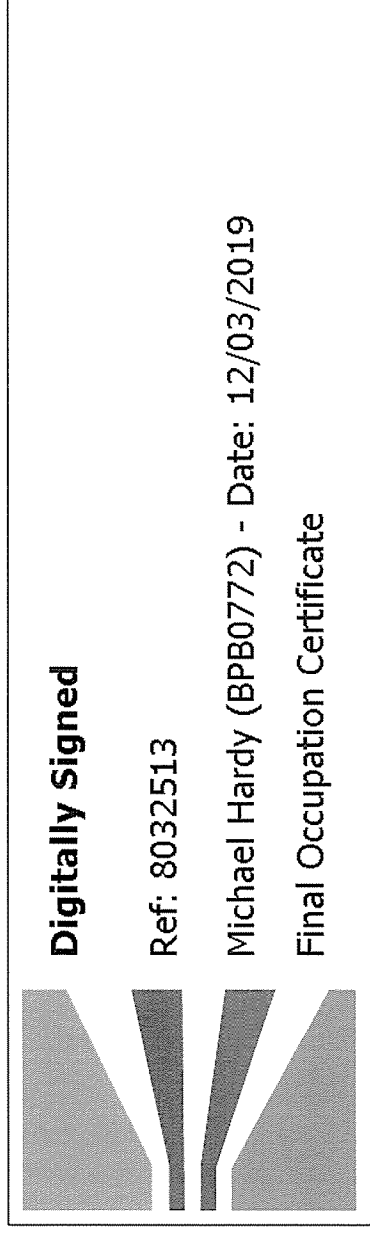
If you're calling from overseas,  
phone **+61 2 6216 1111** and ask  
for **13 28 66** between 8:00am  
and 5:00pm Australian Eastern  
Standard time, Monday to Friday.

# IMPORTANT NOTICE

## This document has been digitally signed

This document has been approved as part of a Development Certificate issued in accordance with the provisions of the Environmental Planning and Assessment Act, 1979 (as amended).

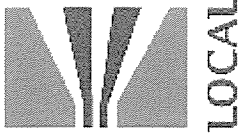
In making this determination the document has been digitally signed.



The following are important facts relating to documents and files that have been digitally signed:

- The use of digitally encrypted signatures has been introduced by Local Certification Services Pty Ltd because they provide greater security in verifying the authenticity of documents and files than conventional means of stamping.
- Digital signatures are issued and validated by an independent and legally recognised Certificate Authority.
- A valid digital signature verifies that the content of the document or file has not been altered since the digital signature was applied.
- The digital signature has been applied by the Accredited Certifier that has approved the subject Development Certificate and verifies that the document or file was signed by the person to whom the digital signature was issued.
- A valid digital signature verifies that the file and the content of the entire document or file is the same as that issued by the Accredited Certifier at the time of the Development Certificate was applied (i.e. not just the page on which it appears).
- Any alteration of the document or file that carries this digital signature will render this document or file invalid and the signatory to this document or file must be contacted personally in order to obtain a replacement copy. The replacement of a digitally signed document may incur an additional fee.
- The digital signature can be validated by most popular PDF document readers. If you have problems verifying signatures please check that in your pdf reader preferences that you allow it to trust root certificates installed in Windows to verify digital signatures. Some pdf readers only trust certificates issued by their own certificate authority as a default setting.

Should you require any additional information in relation to the use of the digital signatures and this Development Certificate or any related documents please contact Local Certification Services Pty Ltd on Ph: 1300 368 534 during regular business hours on weekdays.



# Final Occupation Certificate

CERTIFICATE NUMBER: 8032513

Issued under the Environmental Planning and Assessment Act 1979

**SUBJECT LAND:**

LOT: 12 (PROP. NO. 4A)  
DP: 825233  
4 PENROSE STREET  
BLACKBUTT  
NSW 2529

**DESCRIPTION OF WORK:**

TWO STOREY DWELLING WITH GARAGE (DWELLING 2)

**LIMITATIONS AND/OR EXCLUSIONS:**

EXCLUDING DWELLING 1 & 3

**BUILDING CLASSIFICATION:**

1a, 10a

In accordance with the procedure outlined in Clause 151 of the Environmental Planning and Assessment Regulation 2000, the application for this Final Occupation Certificate has been determined as **approved**.

In making this determination, I hereby certify that:

- Development Consent No: 296/2016 dated 12/05/2017 issued by Shellharbour City Council is in force with respect to the building.
- Construction Certificate No: 8032513 dated 16/08/2017 has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
- Where required, a fire safety certificate has been issued for the building.
- Where required, a report from the Fire Commissioner has been considered.

**DOCUMENTS ACCOMPANYING THE APPLICATION:**

Certificate of Structural Adequacy for Footings & Slab  
Pest Control Certificate - Part A  
Pest Control Certificate - Part B  
Formwork Survey  
Roof Height Check  
Manufacturers Certificate for Glazing (Windows and Doors)  
Certificate of Insulation  
Waterproofing Installation Certificate  
Certificate of Compliance - Plumbing and Drainage work  
Stormwater & sewer Drainage Diagram  
Certificate of Compliance - Electrical Work  
Landscape Compliance Certificate  
Works as Executed Drawings  
Stormwater Works as Executed Report and Diagram  
Waste Management Tipping Dockets

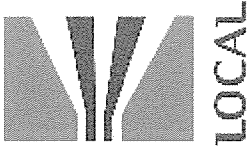
Smoke Alarm Installation Certificate  
Final Identification Survey  
Certificate of Installation of BASIX Requirements  
Manufacturers Certificate for Glazing (Shower Screens)  
Street Tree Inspection Report  
Record of Critical Stage Inspections

Certificate Issued By  
Michael Hardy  
BPB0772

on behalf of Local Certification Services Pty Ltd ABC7

12 Mar 2019

Date of Certificate



# RECORD OF MANDATORY INSPECTIONS

P.O. Box 423  
FAIRY MEADOW NSW 2519  
P: 1300 368 534  
F: 02 4284 4208  
E: info@localgroup.com.au

**Development  
Consent Number:** 296/2016

**Development  
Certificate Number:** 8032513

Our Reference: 8032513

**Subject Land:** Lot: 12 (Prop. No. 4A) D.P.:  
825233  
4 Penrose Street  
BLACKBUTT NSW 2529

In accordance with the requirements of Clause 151(2)(d) of the Environmental Planning and Assessment Regulations 2000, this document is to serve as a record of the "critical stage inspections" carried out in relation to the development. Schedule "A" includes all inspections referred to in Clause 151(2)(d)(i - iii) of the Regulations.

This documentation is to accompany any Occupation Certificate issued in relation to this development but is not to be misconstrued as a Compliance Certificate. Should additional information be required in relation to this matter, please contact the undersigned during normal business hours.

## SCHEDULE "A"

<u>Date of Activity</u>	<u>Type of Activity</u>	<u>Result</u>	<u>Accredited Certifier</u>
27/10/2017	Commencement	Satisfactory	Michael Hardy BPB0772
27/10/2017	Pier Inspection	Satisfactory (Minor issues)	Michael Hardy BPB0772
27/10/2017	Slab Inspection	Satisfactory (Minor issues)	Michael Hardy BPB0772
7/03/2018	Framework Inspection	Satisfactory	Michael Hardy BPB0772
20/07/2018	Wet Area Inspection	Satisfactory (Minor issues)	Michael Hardy BPB0772
11/02/2019	Final (Preliminary) Inspection	Defective ----> Issues Resolved	Michael Hardy BPB0772
11/02/2019	Stormwater Inspection	Satisfactory	Michael Hardy BPB0772
6/03/2019	Final Inspection	Satisfactory	Michael Hardy BPB0772

Certificate Issued By  
Michael Hardy  
BPB0772

on behalf of Local Certification Services Pty Ltd ABC7

Digitally Signed

# Sewer Service Diagram

Application Number: 8003776138

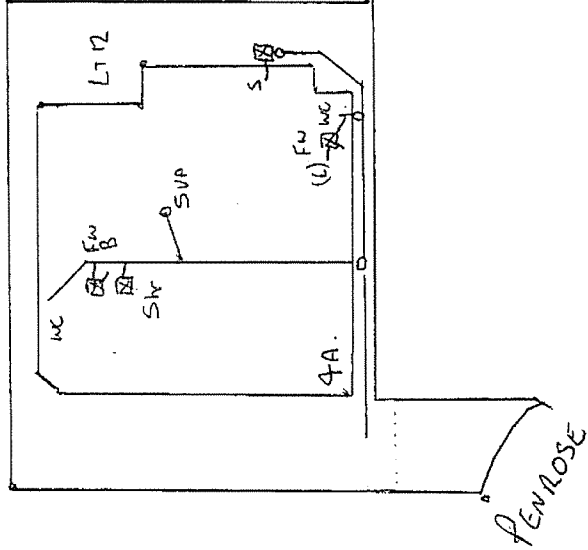
**SEWER SERVICE DIAGRAM**

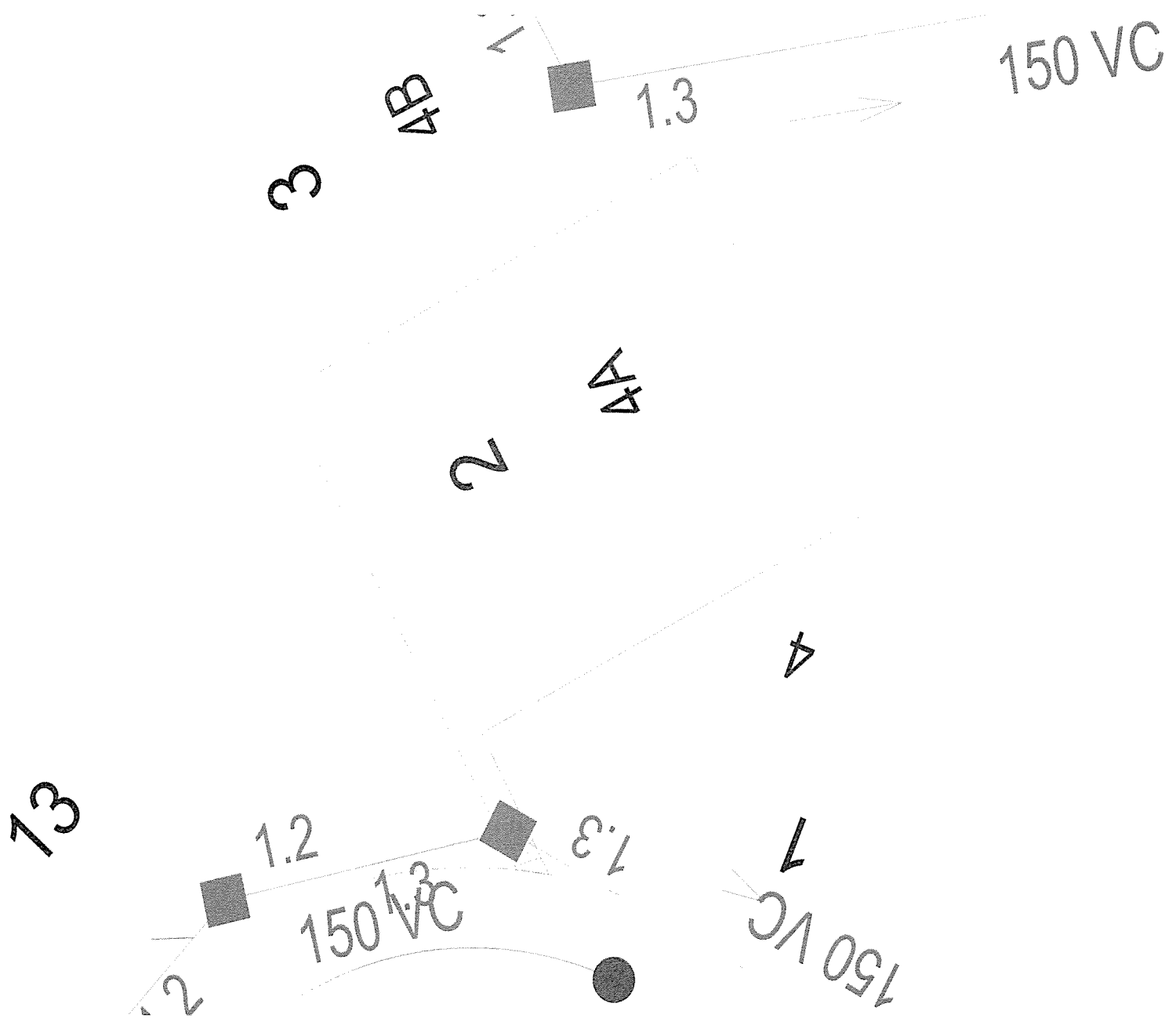
Lot No. 17 DP No. 825233 House No. 9A Street Penrose  
 SUBURB OF Blackburn LGA Shelton Harbour  
 Licence No. 399101C Now / COC No. E145803 SSSD No. \_\_\_\_\_ Date 17-13- 8  
 Signature: \_\_\_\_\_

<input checked="" type="checkbox"/> Boundary Trap	AAV	Air Admittance Valve	BS (L)	Sink (bar)	<input type="checkbox"/> Chy Chamber
<input checked="" type="checkbox"/> Inspection Shaft	B	Basin	WC	Trough (laundry)	<input checked="" type="checkbox"/> Pit
<input type="checkbox"/> Inspection Opening	Bth	Bath Waste	<input type="checkbox"/> V/vert	Water Closet	<input type="checkbox"/> Grease Interceptor
<input checked="" type="checkbox"/> Gully	Bld	Bidet	<input type="checkbox"/> WWS	Vertical Pipe	<input type="checkbox"/> Pump Unit
<input checked="" type="checkbox"/> FW	CO	Clean Out	<input type="checkbox"/> SVP	Waste Stack	<input type="checkbox"/> Onsite Treatment System
<input type="checkbox"/> Vertical Junction	FW	Floor Waste Gully	<input type="checkbox"/> OV	Sewer Vent Pipe	<input type="checkbox"/> Reflux Valve
<input type="checkbox"/> Sloped Junction	Shr	Shower	IPMF	Vent Pipe	<input checked="" type="checkbox"/> Sealed Capped Point
<input type="checkbox"/> On Back Junction	S	Sink (kitchen)		Induct Pipe Mica Flap	<input type="checkbox"/> Provisional (future) drain point

NOTES: . . . This diagram was supplied by the plumber/drainier whose licence number appears above  
 . . . It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate  
 . . . Any broken/dashed lines denote the assumed (not verified) position of private sewerage services.  
 . . . Further acceptable abbreviations may be used as identified in AS/NZS 3500 2 2003 Sanitary Plumbing and Drainage Table 6.1 and Fair Trading's Sewer Service Diagram Requirements document

© State of New South Wales through NSW Fair Trading April 2014





# Asset Information

## Legend

### Sewer

Sewer Main (with flow arrow & size type text)	
Disused Main	
Rising Main	
Maintenance Hole (with upstream depth to invert)	
Sub-surface chamber	
Maintenance Hole with Overflow chamber	
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

Pressure Sewer Main	
Pump Unit (Alarm, Electrical Cable, Pump Unit)	
Property Valve Boundary Assembly	
Stop Valve	
Reducer / Taper	
Flushing Point	

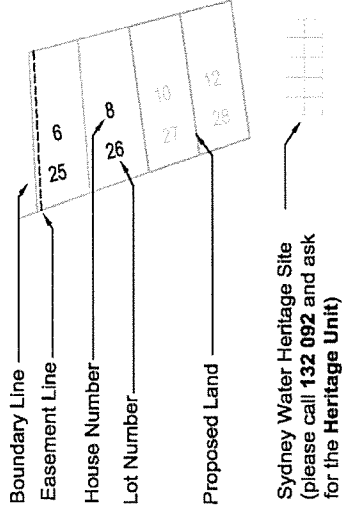
### Vacuum Sewer

Pressure Sewer Main	
Division Valve	
Vacuum Chamber	
Clean Out Point	

### Stormwater

Stormwater Pipe	
Stormwater Channel	
Stormwater Gully	
Stormwater Maintenance Hole	

### Property Details



### Water

WaterMain - Potable (with size type text)	
Disconnected Main - Potable	
Proposed Main - Potable	
Water Main - Recycled	
Special Supply Conditions - Potable	
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	
<b>Private Mains</b>	
Potable Water Main	
Recycled Water Main	
Sewer Main	
Symbols for Private Mains shown grey	



## Pipe Types

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

## Further Information

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

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

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