

Contract for the sale and purchase of land 2022 edition

| TERM | MEANING OF TERM | NSW DAN: |
|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| vendor's agent | First National Coastside Shellharbour | Phone: 4295 5033 |
| co-agent | 18/23 Addison Street | Mobile: 0423 507 488 - Matt Hutchinson |
| | Shellharbour NSW 2529 | Email: matt@coastsidefn.com.au |
| vendor | Mark Robert Carmichael and Tracy Alison Carmichael | |
| | 25 The Circuit, Shellharbour, NSW 2529 | |
| vendor's solicitor | Beyond Property Legal Solutions | Phone: 02 4208 0000 |
| | Shellharbour NSW 2529 | Email: info@BPLS.com.au |
| | PO Box 4032, Shellharbour NSW 2529 | Ref: CC:2625/23 |
| date for completion land (address, plan details and title reference) | 42 days after the Contract date | (clause 15) |
| | 2 Borrowdale Close, Albion Park, New South Wales 2527 | |
| | Registered Plan: Lot 854 Plan DP 793743 | |
| | Folio Identifier 854/793743 | |
| improvements | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: swimming pool, garden shed, pergola | |
| attached copies | <input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents: | |

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

| | | | | |
|-----------------------|--------------------------------------------------------|--------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------|
| inclusions | <input checked="" type="checkbox"/> air conditioning | <input checked="" type="checkbox"/> clothes line | <input checked="" type="checkbox"/> fixed floor coverings | <input checked="" type="checkbox"/> range hood |
| | <input checked="" type="checkbox"/> blinds | <input checked="" type="checkbox"/> curtains | <input checked="" type="checkbox"/> insect screens | <input type="checkbox"/> solar panels |
| | <input checked="" type="checkbox"/> built-in wardrobes | <input checked="" type="checkbox"/> dishwasher | <input checked="" type="checkbox"/> light fittings | <input checked="" type="checkbox"/> stove |
| | <input checked="" type="checkbox"/> ceiling fans | <input type="checkbox"/> EV charger | <input checked="" type="checkbox"/> pool equipment | <input checked="" type="checkbox"/> TV antenna |
| | <input checked="" type="checkbox"/> other: BBQ | | | |
| exclusions | | | | |
| purchaser | | | | |
| purchaser's solicitor | | | | |
| price | \$ | | | |
| deposit | \$ | | | (10% of the price, unless otherwise stated) |
| balance | \$ | | | |
| 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 different choice is marked."

SIGNING PAGE

| VENDOR | PURCHASER |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p> | <p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p> |
| VENDOR (COMPANY) | PURCHASER (COMPANY) |
| <p>Signed by _____</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 Signature of authorised person</p> <p>_____</p> <p>Name of authorised person Name of authorised person</p> <p>_____</p> <p>Office held Office held</p> | <p>Signed by _____</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 Signature of authorised person</p> <p>_____</p> <p>Name of authorised person Name of authorised person</p> <p>_____</p> <p>Office held Office held</p> |

ChoicesVendor agrees to accept a **deposit-bond**NO yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4):

PEXA _____

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 adjustableNO yes**GST:** Taxable supplyNO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (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

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>General</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 28 certificate of compliance <input checked="" type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance | <p>Strata or community title (clause 23 of the contract)</p> <ul style="list-style-type: none"> <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes 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:

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

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 amount available to the vendor. More information is available from the ATO.

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

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

| | |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1 | In this contract, these terms (in any form) mean – |
| <i>adjustment date</i> | the earlier of the giving of possession to the purchaser or completion; |
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>authorised Subscriber</i> | a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8; |
| <i>bank</i> | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| <i>business day</i> | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| <i>cheque</i> | a cheque that is not postdated or stale; |
| <i>clearance certificate</i> | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion; |
| <i>completion time</i> | the time of day at which completion is to occur; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>deposit-bond</i> | a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount; |
| <i>depositholder</i> | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent); |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>document of title</i> | document relevant to the title or the passing of title; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>FRCGW percentage</i> | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017); |
| <i>FRCGW remittance</i> | a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ; |
| <i>GST Act</i> | A New Tax System (Goods and Services Tax) Act 1999; |
| <i>GST rate</i> | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| <i>GSTRW payment</i> | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>); |
| <i>GSTRW rate</i> | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not); |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>legislation</i> | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| <i>manual transaction</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>normally</i> | subject to any other provision of this contract; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>party</i> | each of the vendor and the purchaser; |
| <i>property</i> | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| <i>planning agreement</i> | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; |

| | |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>requisition</i> | an objection, question or requisition (but the term does not include a claim); |
| <i>rescind</i> | rescind this contract from the beginning; |
| <i>serve</i> | serve in writing on the other <i>party</i> ; |
| <i>settlement cheque</i> | an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>; |
| <i>solicitor</i> | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ; |
| <i>TA Act</i> | Taxation Administration Act 1953; |
| <i>terminate</i> | terminate this contract for breach; |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ; |
| <i>variation</i> | a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ; |
| <i>within</i> | in relation to a period, at any time before or during the period; and |
| <i>work order</i> | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018). |

- 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.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 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 contract for that reason is not a default under this contract on the part of either *party*.

- 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 *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

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

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

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

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

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

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the 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 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.

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.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

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

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 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 –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 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 attornment 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 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, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by 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.

2 BORROWDALE CL, ALBION PARK 2521

SPECIAL CONDITIONS

32. HEADINGS

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

33. AMENDMENTS TO STANDARD CONTRACT CLAUSES

- a) The words "exceeds 5% of the price" in the printed condition 7.1.1 shall be deemed replaced by "exceeds 0.5% of the price".
- b) Delete Clause 14.4.2.
- c) Clause 18 is amended by adding the following: "Clause 18.8 – The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property."
- d) In Clause 20.6.5, delete the words "or fax".

34. DEATH, INSANITY OR BANKRUPTCY

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

35. RELEASE OF DEPOSIT

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

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

36. REQUISITIONS ON TITLE

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

37. LATE COMPLETION

- a) If completion of this Contract takes place after the completion date, it is an essential condition of this Contract that the Purchaser pay to the Vendor on completion, in addition to the other monies payable under this Contract the amount obtained by applying a simple interest formula of Eight percent (8%) per annum to the balance of the purchase price and calculated on a daily basis from, but not including, the completion date stipulated in the Contract to and including the date upon which this Contract is completed. No interest will be payable in respect of any period during which the Vendor is in default under this Contract.
- b) If the Vendor has agreed, at the Purchaser's request, to a settlement appointment prior to the due date for completion and the Purchaser is then unable to meet that appointed date for any reason other than through the fault of the Vendor or through a chain of conveyances before the sale herein, THEN the Purchaser shall pay to the Vendor on completion:-

- i. The sum of Three hundred and fifty dollars (\$350) including GST for a delay by way of compensation to the Vendor for additional legal costs and disbursements incurred by the Vendor as a genuine pre-estimate of those additional costs;

AND

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

38. NOTICE TO COMPLETE

If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a Notice to Complete making the time for completion essential. Such a Notice shall give not less than 14 days' notice after the date immediately following the day on which that Notice is received by the recipient of the Notice. A Notice to Complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential. In the event that the Vendor issues a Notice to Complete, then the Purchaser must, on completion, allow the Vendor an amount of Four hundred and forty dollars (\$440) including GST by way of compensation for additional legal costs and disbursements incurred as a consequence of being required to issue such a Notice.

39. REAL ESTATE AGENT

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

40. ENTIRE AGREEMENT

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

41. SWIMMING POOL / SPA

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

42. PURCHASER'S ACKNOWLEDGEMENT

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

43. FIRB APPROVAL AND THIS CONTRACT

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

44. ADJUSTMENTS

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

45. FAIR WEAR AND TEAR

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

46. DEPOSIT

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

47. AUTHORITY

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

48. CHRISTMAS - NEW YEAR CLOSURE 2024-2025

The Vendor hereby discloses that its Solicitor's office will be **closed for business from 4.00pm on Monday 16 December 2024, until 11.00am on TUESDAY, 7 JANUARY 2025.**

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

- a) If the **COOL-OFF PERIOD** is not otherwise due to expire before 5.00pm on **FRIDAY, 13 DECEMBER 2024**, IT WILL EXPIRE AT THAT TIME; and
- b) If **COMPLETION** of the Contract would otherwise fall between 5pm **Friday, 13 December 2024**, and 5.00pm **Wednesday, 8 January 2025**, IT IS HEREBY EXTENDED TO THURSDAY 9 JANUARY 2025.



FOLIO: 854/793743

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|-----------|
| ----- | ---- | ----- | ---- |
| 13/11/2023 | 10:36 AM | 12 | 6/11/2023 |

LAND

LOT 854 IN DEPOSITED PLAN 793743
AT ALBION PARK
LOCAL GOVERNMENT AREA SHELLHARBOUR
PARISH OF JAMBEROO COUNTY OF CAMDEN
TITLE DIAGRAM DP793743

FIRST SCHEDULE

MARK ROBERT CARMICHAEL
TRACY ALISON CARMICHAEL
AS JOINT TENANTS (T AR899223)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP793743 RESTRICTION(S) ON THE USE OF LAND
Z947884 VARIATION OF RESTRICTIONS ON THE USE OF LAND
- 3 AS301717 MORTGAGE TO GREATER BANK LIMITED
- 4 AT576988 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



PLAN FORM 3

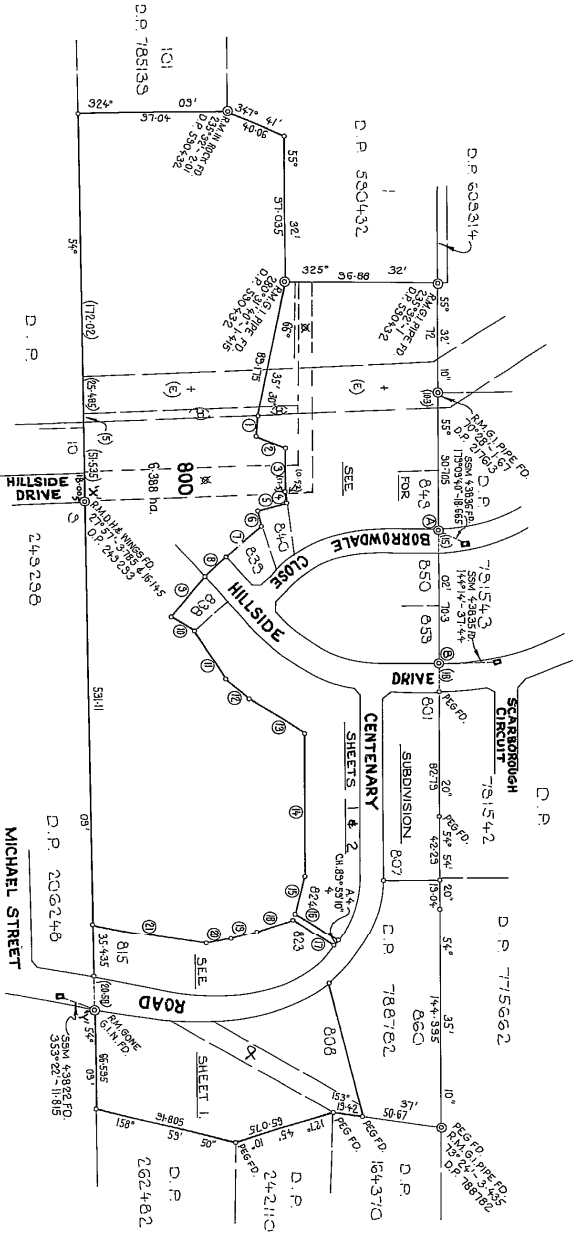
To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

| SCHEDULE | TO | BOUNDARIES | DISTANCE |
|----------|--------------|------------|----------|
| 1 | BEARING | 13.8 | 20.285 |
| 2 | 35° 32' | 2.5 | 7.89 |
| 3 | 57° 50' | 21.835 | 9.1 |
| 4 | 195° 07' 40" | 30.345 | 18 |
| 5 | 38° 15' | 16.9 | 16.9 |
| 6 | 102° 31' 50" | 40.245 | 13.535 |
| 7 | 103° 10' | 16.9 | 16.9 |
| 8 | 32° 15' 20" | 40.245 | 13.535 |
| 9 | 34° 32' 40" | 16.9 | 16.9 |
| 10 | 34° 32' 40" | 40.245 | 13.535 |
| 11 | 21° 14' 40" | 16.9 | 16.9 |
| 12 | 5° 57' 50" | 40.245 | 13.535 |
| 13 | 357° 53' 40" | 54.71 | 24.815 |
| 14 | 55° 02' 40" | 32.155 | 30.71 |
| 15 | 68° 33' 50" | 26.12 | 26.12 |
| 16 | 358° 35' 30" | 18.01 | 18.01 |
| 17 | 178° 21' 20" | 71.84 | 71.84 |
| 18 | 165° 30' | | |
| 19 | 128° 33' 40" | | |
| 20 | 333° 54' 40" | | |
| 21 | 156° 17' | | |

| SCHEDULE | OF | REFERENCE | MARKS |
|----------|--------------|------------------|-------------|
| A | BEARING | 3° 42' 41.1585" | DN P. 11895 |
| B | 235° 02' 20" | 3° 45' 8" 14.65" | DN P. 11895 |



- + EXISTING EASEMENT FOR TRANSMISSION LINE 30'48" WIDE (BK 2665 N° 704*)
- (E) EASEMENT FOR TRANSMISSION LINE 30'48" WIDE
- (C) EXISTING EASEMENT FOR SCOUR & OVERFLOW 5' WIDE (BK 3100 N° 697*)
- (X) EXISTING EASEMENT FOR ACCESS & SERVICES 8' & 18' WIDE (BK 3100 N° 697*)

Plan Drawing only to appear in this space

| | | | | | | | | | | | |
|----|----|----|----|----|----|----|-------------|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | Table of mm | 110 | 120 | 130 | 140 |
|----|----|----|----|----|----|----|-------------|-----|-----|-----|-----|

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 16th JANUARY, 1990



D.P. 793743

Registered of 15.1.1990

Plan Form 3 of Form 3 Series
 Made 4th OCTOBER 1989

Surveyor Registered under Statute No. 1978
[Signature]

Final Edition 3 of Form 3 Series
 issued covered by Statute No. 28189
 21st day of NOVEMBER, 1989

County Clerk
[Signature]

From the under space is reproduction of any plan on Plan Form 2

Reduction Ratio: 2000
 Surveyors Reference: S/109/517

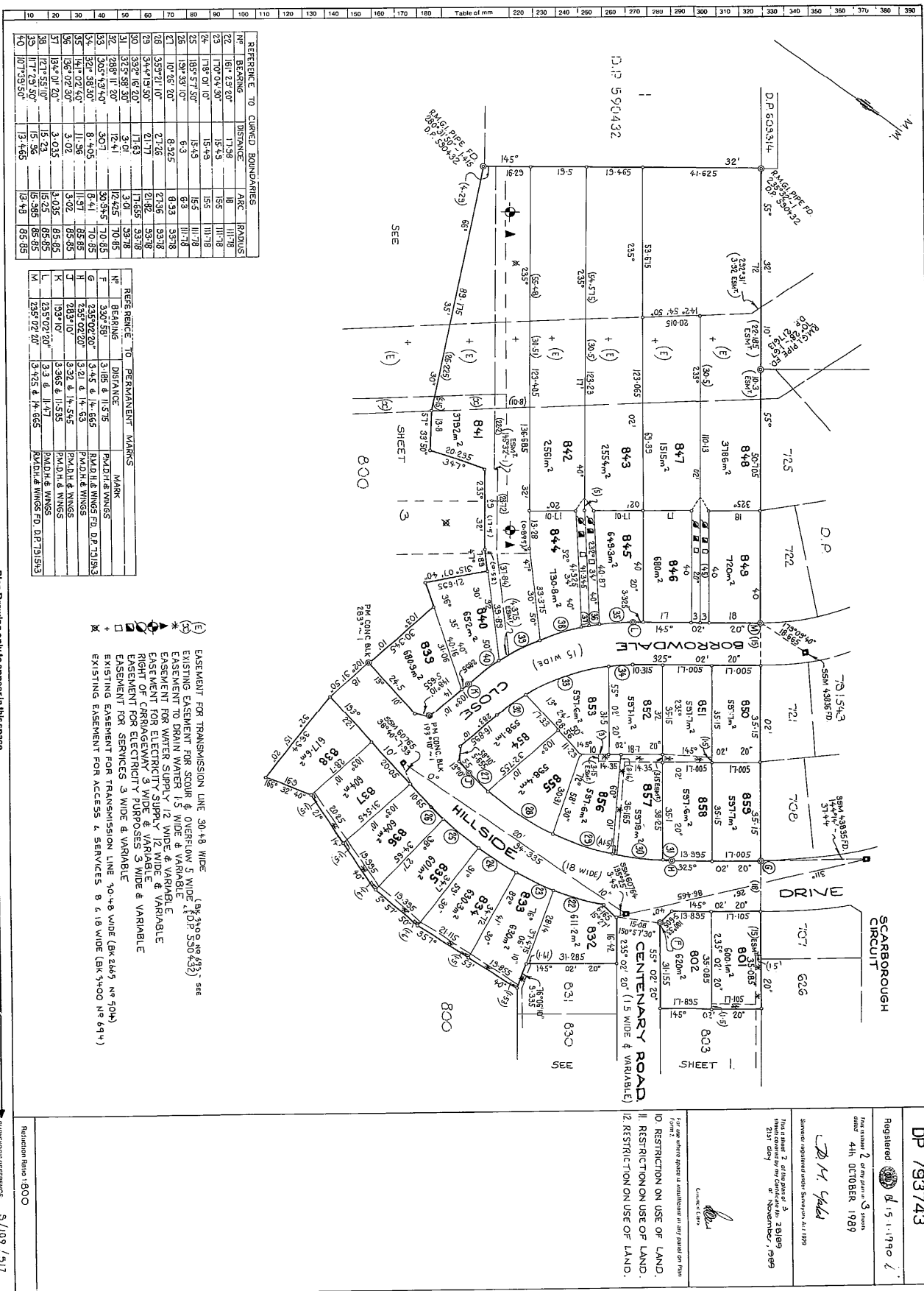


PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

OFFICE USE ONLY



| REFERENCE TO CURVED BOUNDARIES | BEARING | DISTANCE | ARC | RADIUS |
|--------------------------------|--------------|----------|-------|--------|
| 1 | 61° 23' 20" | 11.38 | 18 | 111.78 |
| 2 | 170° 04' 30" | 15.43 | 155 | 111.78 |
| 3 | 178° 01' 00" | 15.43 | 155 | 111.78 |
| 4 | 183° 57' 50" | 15.43 | 155 | 111.78 |
| 5 | 191° 33' 00" | 6.3 | 63 | 111.78 |
| 6 | 10° 56' 20" | 8.225 | 0.33 | 33.78 |
| 7 | 335° 21' 00" | 21.76 | 21.36 | 33.78 |
| 8 | 344° 19' 50" | 21.77 | 21.82 | 33.78 |
| 9 | 344° 19' 50" | 11.63 | 11.65 | 33.78 |
| 10 | 352° 16' 20" | 3.01 | 3.01 | 33.78 |
| 11 | 325° 58' 30" | 12.41 | 12.42 | 10.85 |
| 12 | 288° 11' 20" | 30.7 | 30.7 | 10.85 |
| 13 | 305° 43' 40" | 8.405 | 8.41 | 10.85 |
| 14 | 321° 38' 30" | 11.96 | 11.97 | 10.85 |
| 15 | 341° 02' 40" | 3.02 | 3.02 | 10.85 |
| 16 | 356° 02' 30" | 3.025 | 3.025 | 10.85 |
| 17 | 184° 01' 20" | 15.23 | 15.23 | 85.83 |
| 18 | 171° 29' 50" | 15.36 | 15.36 | 85.83 |
| 19 | 107° 39' 50" | 13.48 | 13.48 | 85.83 |

| REFERENCE TO PERMANENT MARKS | BEARING | DISTANCE | MARK |
|------------------------------|--------------|----------------|--------------|
| F | 320° 58' | 3.085 & 11.575 | PAVING MARKS |
| G | 235° 02' 20" | 3.42 & 14.65 | PAVING MARKS |
| H | 235° 02' 20" | 3.21 & 14.63 | PAVING MARKS |
| J | 205° 10' | 3.92 & 14.545 | PAVING MARKS |
| K | 158° 10' | 3.86 & 11.583 | PAVING MARKS |
| L | 125° 02' 20" | 3.3 & 11.47 | PAVING MARKS |
| M | 235° 02' 20" | 3.745 & 14.65 | PAVING MARKS |

- (E) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE
- (S) EXISTING EASEMENT FOR SCOUR & OVERFLOW 5 WIDE (BK 2495, N° 623) SEE
- (W) EXISTING EASEMENT FOR WATER SUPPLY 1.5 WIDE & VARIABLE
- (E) EASEMENT FOR ELECTRICITY SUPPLY 12 WIDE & VARIABLE
- (R) RIGHT OF CARRIAGEWAY 3 WIDE & VARIABLE
- (E) EASEMENT FOR ELECTRICITY PURPOSES 3 WIDE & VARIABLE
- (S) EASEMENT FOR SERVICES 3 WIDE & VARIABLE
- (E) EXISTING EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (BK 2495, N° 624)
- (E) EXISTING EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (BK 3400, N° 644)
- (E) EXISTING EASEMENT FOR ACCESS & SERVICES 8 & 18 WIDE (BK 3400, N° 644)

Plan Drawing only to appear in this space

submitters reference S/109/517

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 16th JANUARY, 1990



Registered DP 73743 of 15.1.1990
 Plan Form 2 of Plan Form 3
 Made under 4th OCTOBER 1989
 Surveyor General
 This Plan 2 of Plan Form 3
 was submitted to the Registrar
 General on 28/08/89
 and registered on 15/01/1990



INSTRUMENT SETTLING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919

(Sheet 3 of 15 Sheets)

Plan: DP793743

Subdivision covered by Council Clerk's Certificate No: 20/09

5. Identity of easement or restriction jointly referred to in the abovementioned plan:
Easement for Electricity Purposes 3 Wide & Variable

Schedule of Lots, etc affected

848
847
842
843

Illawarra County Council
Illawarra County Council
Illawarra County Council
Illawarra County Council

6. Identity of easement or restriction jointly referred to in the abovementioned plan:
Easement for Transmission Type 30.48 Wide

Schedule of Lots, etc affected

800
841
842
843
847
848

Illawarra County Council
Illawarra County Council
Illawarra County Council
Illawarra County Council
Illawarra County Council
Illawarra County Council

7. Identity of easement or restriction severally referred to in the abovementioned plan:
Easement for Services 3 Wide & Variable

Schedule of Lots, etc affected

848
847
842
843

Illawarra County Council
Illawarra County Council
Illawarra County Council
Illawarra County Council

8. Identity of easement or restriction jointly referred to in the abovementioned plan:
Easement for Electricity Purposes 12 Wide & Variable

Illawarra County Council
Illawarra County Council
Illawarra County Council
Illawarra County Council

[Handwritten signatures and initials]
COUNCIL CLERK



INSTRUMENT SETTLING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919

(Sheet 4 of 15 Sheets)

Plan: DP793743

Subdivision covered by Council Clerk's Certificate No: 20/09

9. Identity of easement or restriction jointly referred to in the abovementioned plan:
Easement for Electricity Purposes Variable Width

Schedule of Lots, etc affected

841

Illawarra County Council

10. Identity of easement or restriction jointly referred to in the abovementioned plan:
Restriction on Use of Land

Schedule of Lots, etc affected

799
810
811
812

Illawarra County Council
Illawarra County Council
Illawarra County Council
Illawarra County Council

11. Identity of easement or restriction jointly referred to in the abovementioned plan:
Restriction on Use of Land

Schedule of Lots, etc affected

808-814 (Inclusive)
820-826 (Inclusive)

Shellharbour Municipal Council
Shellharbour Municipal Council

[Handwritten signatures and initials]
COUNCIL CLERK



| | | | | | | | | | | | |
|----|----|----|----|----|----|----|-------------|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | Table of mm | 110 | 120 | 130 | 140 |
|----|----|----|----|----|----|----|-------------|-----|-----|-----|-----|

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 16th JANUARY, 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, 1919

(Sheet 1 of 15 Sheets)

Plan: DP793743
 Subdivision covered by Council Clerk's Certificate No: 261/99

Full Name and Address of Registered Proprietor of the Land:
 Miltbrook Land Pty Ltd
 Level 3, 310 Crown Street
 MOLLONGONG NSW 2500
 AND
 IMB Land Pty Ltd
 253-259 Crown Street
 MOLLONGONG NSW 2500

PART 1

1. Identity of easement or restriction firstly referred to in the abovementioned plan:
 Easement to Drain Water
 1.5 Wide & Variable

Schedule of Lots, etc affected

| Lots Burdened | Authority Benefitted: | Lot's Name of Road or Authority Benefitted: |
|---------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| 801 | 707 in DP791543, 628 in DP791542 & 802 | 707 in DP791543, 623, 624, 625 & 626 in DP791542, 801, 802 & 803 |
| 803 | 707 in DP791543, 625 & 626 in DP791542, 801 & 802 | 707 in DP791543, 623, 624, 625 & 626 in DP791542, 801, 802 & 803 |
| 804 | 707 in DP791543, 624, 625 & 626 in DP791542, 801, 802 & 803 | 707 in DP791543, 623, 624, 625 & 626 in DP791542, 801, 802 & 803 |
| 805 | 707 in DP791543, 623, 624, 625 & 626 in DP791542, 801, 802, 803 & 804 | 707 in DP791543, 623, 624, 625 & 626 in DP791542, 801, 802, 803 & 804 |
| 806 | 707 in DP791543, 622, 623, 624, 625 & 626 in DP791542, 801, 802, 803, 804 & 805 | 707 in DP791543, 622, 623, 624, 625 & 626 in DP791542, 801, 802, 803, 804 & 805 |
| 807 | 707 in DP791543, 622, 623, 624, 625 & 626 in DP791542, 801, 802, 803, 804, 805 & 806 | 707 in DP791543, 622, 623, 624, 625 & 626 in DP791542, 801, 802, 803, 804, 805 & 806 |
| 809 | 808 & 809 | 808 & 809 |
| 810 | 814 | 814 |
| 813 | 813 & 814 | 813 & 814 |
| 812 | 812, 813 & 814 | 812, 813 & 814 |
| 811 | 801, 813 & 814 | 801, 813 & 814 |
| 817 | 838 | 838 |
| 837 | 837 & 838 | 837 & 838 |
| 836 | 836, 837 & 838 | 836, 837 & 838 |
| 835 | 835, 836, 837 & 838 | 835, 836, 837 & 838 |
| 834 | 834, 835, 836, 837 & 838 | 834, 835, 836, 837 & 838 |
| 833 | 832, 833, 834, 835, 836, 837 & 838 | 832, 833, 834, 835, 836, 837 & 838 |
| 831 | 831 | 831 |

COUNCIL CLERK

REGISTERED 15.1.1990

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
 ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO
 SECTION 88B OF THE CONVEYANCING ACT, 1919

(Sheet 2 of 15 Sheets)

Plan: DP793743
 Subdivision covered by Council Clerk's Certificate No: 261/99

Full Name and Address of Registered Proprietor of the Land:
 Miltbrook Land Pty Ltd
 Level 3, 310 Crown Street
 MOLLONGONG NSW 2500
 AND
 IMB Land Pty Ltd
 253-259 Crown Street
 MOLLONGONG NSW 2500

2. Identity of easement or restriction secondly referred to in the abovementioned plan:
 Easement to Drain Water
 3 Wide & Variable

Schedule of Lots, etc affected

| Lots Burdened | Authority Benefitted: | Lot's Name of Road or Authority Benefitted: |
|---------------|-----------------------|---------------------------------------------|
| 820 | 800 | 800 Municipal & Council Shellharbour |
| 848 | 848 | 848 |
| 847 | 843, 844, 845 | 843, 844, 845 |
| 842 | 842, 844, 845 | 842, 844, 845 |
| 843 | 842, 844, 845 | 842, 844, 845 |

Schedule of Lots, etc affected

| Lots Burdened | Authority Benefitted: | Lot's Name of Road or Authority Benefitted: |
|---------------|----------------------------------------------|----------------------------------------------|
| 841 | Metropolitan Water Sewerage & Drainage Board | Metropolitan Water Sewerage & Drainage Board |

COUNCIL CLERK

REGISTERED 15.1.1990

| | | | | | | | | | | | |
|----|----|----|----|----|----|----|-------------|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | Table of mm | 110 | 120 | 130 | 140 |
|----|----|----|----|----|----|----|-------------|-----|-----|-----|-----|

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 16th JANUARY, 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, 1914

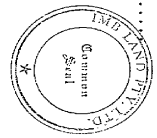
Plan: DP793743

(Sheet 15 of 15 Sheets)
Subdivision covered by
Council Clerk's
Certificate No: 26/89

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

[Signature]
Secretary

[Signature]
Director



THE COMMON SEAL of IWB FINANCIAL
SERVICES LTD was hereto affixed
pursuant to a resolution of its Board
of Directors in the presence of:

[Signature]
Secretary

[Signature]
Director



.....
COUNCIL CLERK

REGISTERED 15.1.1990

| | | | | | | | | | | | |
|----|----|----|----|----|----|----|-------------|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | Table of mm | 110 | 120 | 130 | 140 |
|----|----|----|----|----|----|----|-------------|-----|-----|-----|-----|

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 16th JANUARY, 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, 1919

Plan: DP 793 743

(Sheet 13 of 15 Sheets)
Subdivision covered by
Council Clerk's
Certificate No: 29199

- 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-heating 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 fibro 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 fibro 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 MILTONBROOK LAND PTY LIMITED & IMB LAND PTY LIMITED but only during the ownership thereof by MILTONBROOK LAND PTY LIMITED & IMB LAND PTY LIMITED its assigns 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 MILTONBROOK LAND PTY LIMITED & IMB LAND PTY LIMITED or its assigns as aforesaid and in favour of any persons dealing with MILTONBROOK LAND PTY LIMITED & IMB LAND PTY LIMITED such consent shall be deemed to have been given in respect of every fence for the time being erected.

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

For so long as MILTONBROOK LAND PTY LIMITED & IMB LAND PTY LIMITED remain the registered proprietors of any lot or part of any lot in this subdivision, the foregoing

[Handwritten signatures]
.....
COUNCIL CLERK

REGISTERED 15.1.1990

| | | | | | | | | | | | | | |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919

Plan: DP 793 743

(Sheet 14 of 15 Sheets)
Subdivision covered by
Council Clerk's
Certificate No: 29199

5. Terms of restriction on use of land eventually referred to in the abovementioned plan:
No fence shall be erected on the boundary of any lot hereby burdened and an adjoining Public Reserve unless it is either constructed of welded steel and, or timber lap and cap style fencing having a minimum height 1.3 metres. Such fencing shall not be erected without the written consent of the Council of the Municipality of Shellharbour to the actual material and style of fence required for construction in respect to a particular lot.

Name of person empowered to release, vary or modify the restriction on use of land eventually referred to in the abovementioned plan:
Shellharbour Municipal Council

THE COMMON SEAL OF MILTONBROOK LAND PTY LIMITED was hereto affixed pursuant to a resolution of its Board of Directors in the presence of:
[Signature]
Secretary



[Handwritten signatures]
.....
COUNCIL CLERK

REGISTERED 15.1.1990

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 16th JANUARY, 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, 1919

(Sheet 11 of 15 Sheets)

Plan: DP 793 743

Subdivision covered by Council Clerk's Certificate No: 26169

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS

ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO

SECTION 88b OF THE CONVEYANCING ACT, 1919

(Sheet 12 of 15 Sheets)

Plan: DP 793 743

Subdivision covered by Council Clerk's Certificate No: 26169

5. Terms of restriction tentatively 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 six (106) 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 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.
- 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, cattleyard, 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 31 December 1989 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.

REGISTERED 15.1.1990

REGISTERED 15.1.1990

Name of person empowered to release, vary or modify the easement reverentially referred to in the above-mentioned Plan:
The proprietors of all the lots in whose favour this easement is created and each of them together with the Shellharbour Municipal Council.

COUNCIL CLERK

[Handwritten signatures]

[Handwritten signatures]

COUNCIL CLERK

| | | | | | | | | | | | | | |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 16th JANUARY, 1990



INSTRUMENT SETTLING OUT TERMS OF EASEMENTS AND RESTRICTIONS

ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO

SECTION 88B OF THE CONVEYANCING ACT, 1919

(Sheet 9 of 15 Sheets)

Plan: DP 793743

Subdivision covered by Council Clerk's Certificate No: 28189

of electric current or power through or under, over or along any said lot AND that if any such injury be done or interference be made the owner will forthwith pay the costs to the Illawarra County Council of property and substantially repairing and making good all such injury or damage and restoring the free flow of electric current or power as aforesaid.

Name of person empowered to release, vary or modify the easement twelfthly, sixtiethly, eightiethly and ninethly referred to in the above-mentioned plan:
Illawarra County Council.

3. Terms of easement twelfthly referred to in the above-mentioned plan:

Within the strip of land 30.48 metres wide indicated as burdened by an easement for electricity purposes the following restriction on user shall apply:

- (1) No buildings structure or apparatus (including garden sheds, swimming pools, retaining walls, barbecues, playground equipment or clothes hangers) shall be constructed, installed or placed upon the easement without the written permission of the Authority.
- (2) No vehicle (including cranes) of a height greater than 4 metres may traverse or work within the easement.
- (3) (a) A material of combustible nature is not permitted to be placed within the easement area.
(b) Material of a non-combustible nature not exceeding a height of 3 metres may be placed within the easement provided that such material does not impede vehicular access (including trucks, cranes and excavating plant) at any time to poles and stays within the easement.
- (4) A clear area of 5 metres radius must be provided around each pole and stay.
- (5) No electrically conductive material greater than a length of 3 metres will be permitted to be stored or handled within the easement.

COUNCIL CLERK

REGISTERED 15-1-1990

INSTRUMENT SETTLING OUT TERMS OF EASEMENTS AND RESTRICTIONS

ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO

SECTION 88B OF THE CONVEYANCING ACT, 1919

(Sheet 10 of 15 Sheets)

Plan: DP 793743

Subdivision covered by Council Clerk's Certificate No: 28189

(6) Notwithstanding the provisions of conditions 3b and 5 above, the authority reserves the right to request the temporary removal of materials from an easement in specific cases where underground cables, overhead line maintenance or re-conductoring would be hindered by the presence of such materials. Such removal if requested shall be carried out at no cost to the Authority.

(7) Contours within the easement may not be varied without the written consent of the authority. Variation to levels of lands adjacent to the easement are permitted provided access along the easement and pole and stay footing stability are not likely to be impaired.

(8) No trees and shrubs which will impede or inhibit access in and along the easement will be permitted in or upon the strip of land without the written permission of the Authority.

(9) The Authority will accept no liability for damage to any roads, accessways or other development within the easement arising from the operation of Council's heavy plant or vehicles attending the line.

(10) No fence shall be erected on or across the easement unless such fence contains unlocked gates not less than 3.7 metres wide and are constructed of non electrically conductive material.

In addition to the above restrictions the following restriction on user shall apply to Lot 848.

With regard to Lot 848 that section of the northern boundary of Lot 848 across the easement are to have gates not less than 3.7 metres wide with locking facilities available to the authority in whose favour this restriction is created.

Name of person empowered to release, vary or modify the easement twelfthly referred to in the above-mentioned plan:
Illawarra County Council.

4. Terms of easement seventhly referred to in the above-mentioned plan:

COUNCIL CLERK

REGISTERED 15-1-1990

| | | | | | | | | | | | |
|----|----|----|----|----|----|----|-------------|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | Table of mm | 110 | 120 | 130 | 140 |
|----|----|----|----|----|----|----|-------------|-----|-----|-----|-----|

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 16th JANUARY, 1990



4

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS

ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO

SECTION 88B OF THE CONVEYANCING ACT, 1919

(Sheet 7 of 15 Sheets)

Plan: 793 743
Subdivision covered by Council Clerk's Certificate No: 26/99

e) (1) All weather access road to be provided in the form of bitumen seal along the entire length to a minimum width of 3m and as far as practicable not over the existing water mains. The Board undertakes to maintain the bitumen surface in good condition until such time that access to the reservoir along this easement is not required.

(1i) Construction of a catch drain in channel away water in the event of a main break.

(1ii) No other authorities services are to be laid within the easement with the exception of an 11000 Kv cable (in conduit and concrete encased) laid 1m inside northern boundary.

(iv) Width of easement to be 12m and variable to a minimum width of no less than 11m.

(v) The Board will retain the right of support at all times of all such works as shall for the time being be in or upon the said land and for any other purposes aforesaid to enter, go, return, pass and repass upon, along and over the said land at any hour of the day or night.

(vi) It is required that the easement for the water supply works be created by the developer, at no cost to the Board, pursuant to the provisions of Section 88B of the Conveyancing Act. It should be noted that the easement is to be shown fully dimensioned on the plan.

PROVIDED THAT the Proprietor shall not make any complaint or claim for compensation should any improvements erected on the area of the easement be damaged when any maintenance, repair or cleansing is being carried out by the Water Board.

Name of person empowered to release, vary or modify the easement fourthly referred to in the abovementioned plan:

Metropolitan Water Sewerage & Drainage Board

2. Terms of easement fifthly, sixthly, eighthly and ninthly referred to in the abovementioned plan:

COUNCIL CLERK

[Handwritten signatures]

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS

ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO

SECTION 88B OF THE CONVEYANCING ACT, 1919

(Sheet 8 of 15 Sheets)

Plan: DP 793 743
Subdivision covered by Council Clerk's Certificate No: 26/99

An easement for the transmission of electricity and for that purpose FULL AND FREE RIGHT AND LIBERTY for the Illawarra County Council, its agents, servants and workmen and contractors at all times hereafter to use and maintain for the purpose of transmission of electrical energy the lines of structures, poles, cables, fittings and wires at present constructed, erected, installed and lain in and upon any lot burdened hereby and also for the purpose aforesaid to construct, erect, install, lay, use and maintain in and upon any said lot any structures, poles, cables, fittings or wires in substitution or in duplication of or in addition to the said line of structures, poles, cables, fittings and wires and the necessary guys and appliances and also from time to time to inspect the condition of and amend and repair the said transmission lines and all structures, poles, cables, wires, guys, fittings and appliances herebefore referred to and for the purpose aforesaid or any of them at all times to enter upon, go, return, pass and repass through, along and over any said lot or any part thereof with or without servants, workmen and other persons, horses, carts, waggon, motors, materials and any other vehicles and appliances and to make all necessary excavations in or under any said lot or any part thereof which shall be restored and rehabilitated after such use by the Illawarra County Council, its agents, servants, workmen and contractors AND TOGETHER with full and free right and liberty to cut and trim trees, branches and other growth and foliage which now or at any time hereafter may overhang or encroach in or are now growing or which shall hereafter grow on any said lot PROVIDED ALWAYS AND IT IS HEREBY FURTHER AGREED AND DECLARED THAT the Illawarra County Council shall not knowingly permit or suffer any persons other than its officers, servants, agents, contractors and workmen aforesaid or any other person authorised by them to enter in or upon any said lot AND PROVIDED FURTHER that except where the Illawarra County Council in the course of exercising its rights hereunder removes, damages, breaks down or destroys any existing fences, fences on any said lot or whereby reason of any danger occasioned by the Illawarra County Council of any nature as herein provided it is or may become necessary shall not be under any obligation or in anywise be bound to shall place or fences the Illawarra County Council on the boundaries or any part or parts of any said lot and the fences of owners from time to time of any lot referred to in these covenants with the Illawarra County Council that he will not willfully do or knowingly suffer to be done any act or thing which may injure the said structures, poles, cables, fittings and wires or interfere with the free flow

COUNCIL CLERK

[Handwritten signatures]

REGISTERED 15.1.1990

REGISTERED 15.1.1990

| | | | | | | | | | | | |
|----|----|----|----|----|----|----|-------------|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | Table of mm | 110 | 120 | 130 | 140 |
|----|----|----|----|----|----|----|-------------|-----|-----|-----|-----|

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 16th JANUARY, 1990



3

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919

(Sheet 5 of 15 Sheets)
Subdivision covered by
Council Clerk's
Certificate No: 28189

(Sheet 6 of 15 Sheets)
Subdivision covered by
Council Clerk's
Certificate No: 28189

Plan: DP793743
Restriction on Use of Land
12. Identity of easement or
restriction twofoldly
referred to in the
above-mentioned plan:

Plan: DP 793743
Metropolitan Water Sewerage and Drainage Board as the body
in whose favour this easement is created:

| Lots Burdened | Lots, Name of Road or Authority Benefited: |
|---------------|--------------------------------------------|
| 841 | Illawarra County Council |
| 842 | Illawarra County Council |
| 843 | Illawarra County Council |
| 847 | Illawarra County Council |
| 848 | Illawarra County Council |

PAR 2

Terms of easement fourthly referred to in the above-mentioned plan:

Full and free right for the body in whose favour this easement is created and every other person authorised by it, from time to time and at all times to supply water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through the land herein indicated for the servient tenement, together with the right to use, for the purposes of this easement any line of pipes already laid within the servient tenement for the purpose of supplying water or any pipe or pipes in replacement or in substitution thereof and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement and together with the right for the body in whose favour this easement is created and every person authorised by it, with any tools, implements, or machinery necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing/repairing/maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes as to open the soil of the servient tenement to such extent as may be necessary provided that the body in whose favour this easement is created and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

And in relation to such easement as if hereinbefore granted the proprietor of the servient tenement covenants with the

REGISTERED 15.1.1990

REGISTERED 15.1.1990

[Handwritten signature]

[Handwritten signature]

COUNCIL CLERK

[Handwritten signature]

[Handwritten signature]

COUNCIL CLERK

- a) that the proprietor will not permit or suffer any act, deed matter or thing whereby the said line of pipes will or shall be likely to become injured or damaged or whereby the Metropolitan Water Sewerage and Drainage Board shall be prevented from or hampered in constructing maintaining, mending, repairing or cleansing the said line of pipes or any part or parts thereof;
- b) that the proprietor will not interfere with the free passage and conveyance of water through the said line of pipes;
- c) that if the proprietor shall do, permit or suffer any act, deed matter or thing whereby the said line of pipes shall be injured or damaged or shall interfere with the free flow and passage of water through the same the proprietor shall forthwith, at the expense of the proprietor, properly and substantially repair and make good all such injury or damage and shall restore the free passage and conveyance of water through the said line of pipes and do all such things necessary or expedient for the said purpose of any of them; and
- d) that the proprietor will not, without the prior consent of the Metropolitan Water Sewerage and Drainage Board first had obtained, or otherwise that in strict compliance with such condition as the Metropolitan Water Sewerage and Drainage Board may impose:
 - i) erect, construct or place upon the servient tenement or permit to be erected, constructed or placed thereon any building or other structures whatever or any pavement; or
 - ii) make or permit to be made any alteration to the existing surface levels of the servient tenement by any means whatsoever.

PROVIDED THAT the proprietor shall not make any complaint or claim for compensation should any improvements erected on the area of the easement be damaged when any maintenance/repair or cleansing is being carried out by the Metropolitan Water Sewerage and Drainage Board.

| | | | | | | | | | | | | | |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 16th JANUARY, 1990



RP65
1988



B

OFFICE USE ONLY



Z
947884 W

REQUEST
REAL PROPERTY ACT, 1900

| | | |
|----------|----|----------|
| R | of | R |
| \$ | | / |

| DESCRIPTION OF LAND Note (a) | Torrens Title Reference | If part only, delete Whole and give details | Location |
|---------------------------------|--------------------------------|---------------------------------------------|-------------|
| | Folio Identifier 854/793743 | WHOLE | ALBION PARK |

| REGISTERED DEALING Note (b) | Type of Dealing | Registered Number | Torrens Title Reference |
|--------------------------------|-----------------|-------------------|-------------------------|
| | | | |

REGISTERED PROPRIETOR
Note (c)
MILTONBROOK LAND PTY. LIMITED and IMB LAND PTY. LTD.

(The abovenamed applicant) being the registered proprietor of the land above described above-mentioned-registered dealing hereby requests the Registrar General to

Vary restriction on use of land contained in the Section 88B Instrument relating to Deposited Plan 793743 and being described as Terms of Restriction as to User Tenthly (1) by including the following sentence after the first sentence:

OFFICE USE ONLY
RU

Note (d)
"PROVIDED HOWEVER that this restriction shall not apply to any side fence erected on the boundary between Lot 458 and Borrowdale Close".

The applicant is the party entitled to release, vary or modify the restriction created by Deposited Plan 793743

DATE 12th August 1991



EXECUTION Note (e)
I hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

Signed in my presence by the applicant who is personally known to me. THE COMMON SEAL OF MILTONBROOK LAND PTY LIMITED was hereunto affixed pursuant to

a resolution of its Board of Directors in the presence of:-

M. Clark Secretary
[Signature] Director

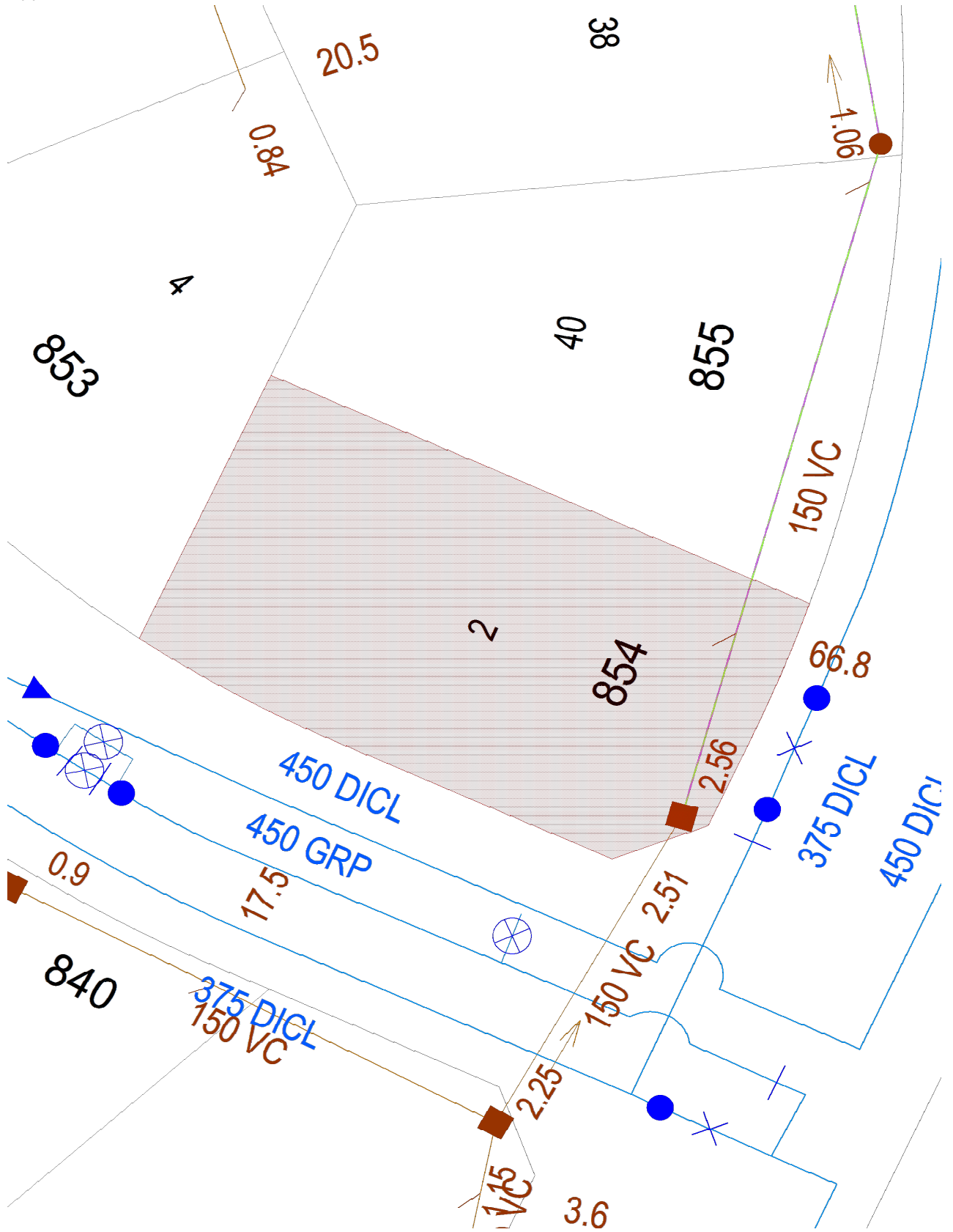
THE COMMON SEAL OF IMB LAND PTY LTD was hereunto affixed pursuant to a resolution

of its board of Directors in the presence of:-

[Signature] Secretary
[Signature] Signature of Applicant
[Signature] Appointee Person

| TO BE COMPLETED BY LODGING PARTY Notes (f) and (g) | LODGED BY | | LOCATION OF DOCUMENTS | | |
|-------------------------------------------------------|-----------|----------------------|-----------------------|-------|--|
| | ANZ | 205 | CT | OTHER | |
| OFFICE USE ONLY | Checked | Passed | REGISTERED -19 | | |
| | Signed | Extra Fee | MILTONBROOK | | |
| Ref No. <u>Smith Shellhbr</u> Delivery Box Number | | Produced by | | | |
| | | Secondary Directions | | | |
| | | Delivery Directions | | | |

Service Location Print
Application Number: 8001225796



Document generated at 11-11-2021 09:31:14 AM

Disclaimer

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

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

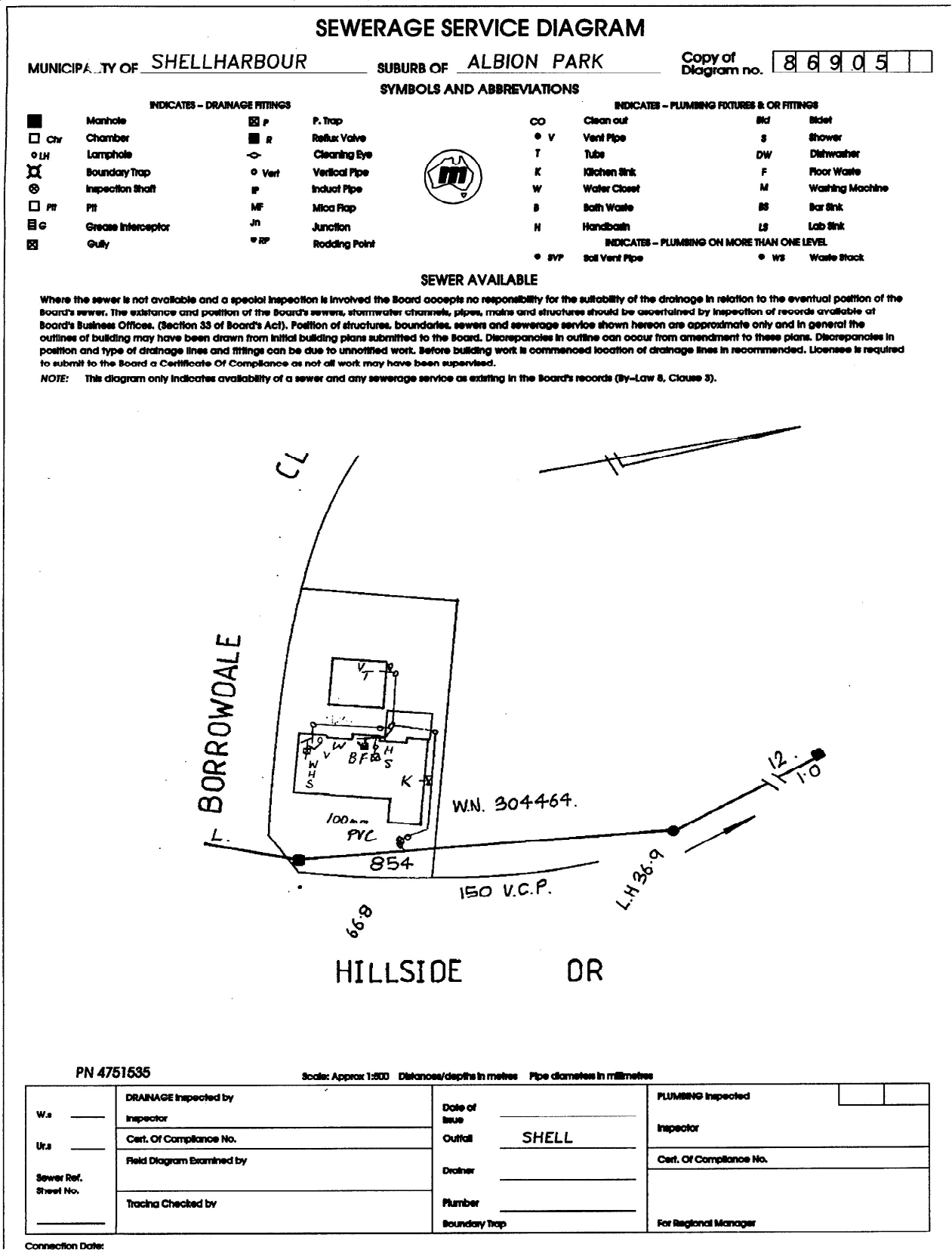
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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

Sewer Service Diagram

Application Number: 8001225795



PN 4751535

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

| | | | |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| W.a _____ Ur.a _____ Sewer Ref. Sheet No. _____ | DRAINAGE Inspected by _____ Inspector _____ Cert. Of Compliance No. _____ Field Diagram Examined by _____ Trachs Checked by _____ | Date of Issue _____ Outfall SHELL Drainer _____ Plumber _____ Boundary Trap _____ | PLUMBING Inspected _____ Inspector _____ Cert. Of Compliance No. _____ For Regional Manager _____ |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|

Connection Date:

Document generated at 11-11-2021 09:31:09 AM

Disclaimer

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

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: 2625/23

Certificate No: PL2393/2023

Print Date: 14 November 2023

LAND DESCRIPTION:

2 Borrowdale Close ALBION PARK NSW 2527

Lot 854 DP 793743

Land ID: 16286

Disclaimer

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

Title Information

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

Inspection of the land

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

PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)

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

1. Name of Relevant Planning Instruments and DCPs

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

Local Environmental Plan

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

State Environmental Planning Policies

SEPP No 65 - Design Quality Of Residential Flat Development.

SEPP - Building Sustainability Index: Basix 2004.

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.

Please see the NSW Department of Planning & Environment website
www.planning.nsw.gov.au and Legislation website 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

No.

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 PLAN

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 (9th Review)
(Amendment 1).

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

3.2 If the land is in a special contributions area under the Act, Division 7.1, the name of the area?

No.

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 Is the land or part of the land within the flood planning area and subject to flood related development controls?

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

9.2 Is the land or part of the land between the flood planning area and the probable maximum flood and subject to flood related development controls?

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

9.3 In this clause flood planning area has the same meaning as in the Floodplain Development Manual; Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005; and probable maximum flood has the same meaning as in the Floodplain Development 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.

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.

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

NOTE:

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

Endangered Ecological Community & Threatened Species.

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

Other Items

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

Filling

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

Flooding

Other than any part of the land which may experience some water inundation as a result of the creation of stormwater detention basins or channels or flow paths in the course of development of the land, Council has no record indicating that the land may be located within a flood hazard area. If you have any doubt as to whether the land is affected by flooding, the services of a suitably qualified Consulting Engineer should be obtained.

Precinct Development Strategy

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

Development Consents Relating To The Land

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

.....
Constraints

OBSTACLE LIMITATION SURFACE: 52M AHD.

The land is subject to a 52M AHD Obstacle Limitation Surface due to operational requirements of Shellharbour Airport. Special consideration should be given to any structure which breaches this level. Contact the Airport Manager for further details.

Information regarding loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for further information.

Shellharbour LEP 2013 includes a Floor Space Ratio Map and this Map applies to this land. See Shellharbour LEP 2013 written instrument and maps for details.

Shellharbour LEP 2013 includes a Maximum Building Height Map and this Map applies to this land. See Shellharbour LEP 2013 written instrument and maps for details.

Shellharbour Local Strategic Planning Statement

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

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

Authorised by:
Mike Archer
Chief Executive Officer

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C - Swimming Pools Act 1992

| | |
|------------------------------|-----------------------------------------------------------|
| Pool No: | 87761638 |
| Property Address: | 2 BORROWDALE CLOSE ALBION PARK |
| Date of Registration: | 16 October 2021 |
| Type of Pool: | An outdoor pool that is not portable or inflatable |
| Description of Pool: | Inground concrete swimming pool |

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

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

Please remember:

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

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

This is NOT a Certificate of Compliance

NSW SWIMMING POOL REGISTER

Certificate of Compliance

Section 22D - Swimming Pools Act 1992

| | |
|---------------------------|----------------------------------------------------|
| Pool No: | 87761638 |
| Property Address: | 2 BORROWDALE CLOSE ALBION PARK |
| Expiry Date: | 30 October 2024 |
| Issuing Authority: | Josh Brook - Registered Certifier - bdc2445 |

Complied with AS1926 (1986).

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

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

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

Please remember:

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

To: Beyond Property Legal Solutions

(Vendor's Solicitor)

From:

(Purchaser's Solicitor/Conveyancer)

Date:

RE: **CARMICHAEL SALE TO**
2 BORROWDALE CLOSE, ALBION PARK NSW 2527

REQUISITIONS ON TITLE - TORRENS TITLE TOWN LAND

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

| | | |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 1 | Unless the Contract states otherwise, vacant possession of the Property must be given on completion. | Agreed. |
| 2 | Is anyone in adverse possession of any part of the Property? | No. |
| 3 | If the Property is sold with a tenant: | |
| 3.1 | What is the nature and the terms of that tenancy or occupation? | Not applicable. |
| 3.2 | If the terms are in writing, all relevant documents should be provided, shown to be in order and delivered to the Purchaser by or on completion together with a Notice of Attornment. | Not applicable. |
| 3.3 | Please provide details of existing breaches, if any. | Not applicable. |
| 3.4 | All rent must be paid up to or past the date of completion and adjusted in the settlement figures. | Not applicable. |
| 3.5 | Please provide the details of any bond and the Rental Bond Board's reference number. | Not applicable. |
| 3.6 | If a bond is held by the Rental Bond Board, transfer documents signed by the Vendor must be delivered to the Purchase by or on completion. | Not applicable. |
| 3.7 | Is the Property affected by a protected tenancy (by Parts 2, 3, 4 or 5 of the <i>Landlord & Tenant (Amendment) Act 1948 (NSW)</i>)? If so, please provide details. | Not applicable. |
| 3.8 | If the tenancy is subject to the <i>Residential Tenancies Act 2010 (NSW)</i> :- | Not applicable. |
| 3.8.1 | Has the Vendor, any predecessor in title or the tenant applied to the NSW Civil & Administrative Tribunal for an order? | Not applicable. |
| 3.8.2 | Have orders been made by the NSW Civil & Administrative Tribunal? If yes, please provide details. | Not applicable. |
| 4 | Subject to the matters raised in Requisition 5 - on completion, the Vendor must be the registered proprietor (in fee simple) of the Property and be free from all encumbrances and notations. | Agreed. |
| 5 | On or before completion, any mortgage, caveat, writ must be discharged, withdrawn, cancelled as the case may be. | Agreed. |
| 6 | Is there any court or tribunal proceedings running or completed that could lead to a writ being registered on the title to the Property or in the General Register of Deeds? If yes, full details must be provided at least 14 days prior to completion. | No. |
| 7 | Are any fixtures or other inclusions subject to a hire or lease agreement or charge or to any security interest under the <i>Personal Properties Securities Act 2009 (Cth)</i> ? If yes, details must be provided and all debt must be cleared so that title is transferred to the Vendor without encumbrance before completion. | No. |
| 8 | All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion. | Agreed. |
| 9 | Is the Vendor liable to pay Land Tax or is the Property otherwise charged or liable to be charged with Land Tax up to and including the current year on completion? If yes: | No. |
| 9.1 | When was the last Return lodged and what year was it made to? | |
| 9.2 | What is the Land Tax Value of the Property for the year current at date of completion? | Not applicable. |
| 9.3.1 | The Vendor must serve on the Purchaser a current Land Tax Clearance Certificate (issued under Section 47 of the <i>Land Tax Management Act 1956 (NSW)</i>), not more than 3 months old , at least 14 days before completion. If it is not clear, then - | |

| | | |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| 9.3.2 | Ensure that a Land Tax Clearance Quote is provided to the Purchaser for payment from the Vendor's funds at completion. | Not applicable. |
| 10 | Is the Vendor in possession of a Survey Report? If so, please produce a copy for inspection prior to completion. The original should be provided to the Purchaser's solicitor before or on completion. | No. |
| 11 | Subject to any disclosures in the Contract, a survey of the Property should be satisfactory. It must show that the whole of the Property is available and that there are no encroachments by or upon the Property. | Noted. |
| 12 | With regard to the Property: | |
| 12.1 | Have all of the provisions of the <i>Local Government Act (NSW)</i> , the <i>Environmental Planning & Assessment Act 1979 (NSW)</i> and their respective Regulations been complied with? | As far as the vendor is aware. |
| 12.2 | Is there any matter that could justify the making of an upgrade or demolition order in respect of any building or structure on the Property? | No. |
| 12.3 | Does the Vendor have a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If yes, it should be provided to the Purchaser's solicitor before or on completion. Please provide a copy in advance. | No. |
| 12.4 | Does the Vendor have an Occupation Certificate (as it is referred to in S.6.4 of the <i>Environmental Planning & Assessment Act</i>) or a Final Occupation Certificate (as it was referred to in the former S.109C of that Act, prior to 1 December 2019) for all current buildings and structures? If yes, it should be provided to the Purchaser's solicitor before or on completion. Please provide a copy in advance. | No. |
| 12.5 | With regard to any residential building work carried out in the last 7 years: | |
| 12.5.1 | please provide details of the building work carried out; | Not applicable. |
| 12.5.2 | when was the building work completed? | Not applicable. |
| 12.5.3 | please provide the builder's name and licence number; | Not applicable. |
| 12.5.4 | please provide details of the builder's insurance or any alternate indemnity product under the <i>Home Building Act 1989 (NSW)</i> . | Not applicable. |
| 12.6 | Has the Vendor any Warranty Certificates relating to inclusions and/or pest treatments? If yes, they are requested to leave these in the Property on completion. | No. |
| 12.7 | Are there any proposals to make any additions or alterations or to erect any new structures on the Property? If yes, please provide details. | No. |
| 12.8 | Has any work been carried out by the Vendor on the Property? If yes: | No. |
| 12.8.1 | has the work been carried out in accordance with all necessary approvals and consents? | Not applicable. |
| 12.8.2 | does the Vendor have any continuing obligations in relation to the Property? | Not applicable. |
| 13 | Is the Vendor aware of any proposals to: | |
| 13.1 | resume the whole or any part of the Property? | No. |
| 13.2 | carry out building alterations to an adjoining Lot which may affect the boundary of the Property? | No. |
| 13.3 | deal with, acquire, transfer, lease or dedicate any of the Property? | No. |
| 13.4 | dispose of or otherwise deal with the Property? | No. |
| 13.5 | create, vary or extinguish any easements, restrictions or positive covenants over the Property? | No. |
| 14.1 | Has the Vendor entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property? | No. |
| 14.2 | Is there any planning agreement or other arrangement referred to in s7.4 of the <i>Environmental Planning and Assessment Act</i> , (registered or unregistered) affecting the Property? If so, please provide details and indicate if there are any proposals for amendment or revocation. | The Vendor relies on the Contract. |
| 15 | In relation to any swimming pool on the Property: | |
| 15.1 | Did its installation or construction commence before or after 1 August 1990? | Yes. |
| 15.2 | Has the swimming pool been installed or constructed in accordance with approvals under the <i>Local Government Act 1919 (NSW)</i> and <i>Local Government Act 1993 (NSW)</i> ? | Yes. |

| | | |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| 15.3 | Does it comply with the provisions of the <i>Swimming Pool Act 1992 (NSW)</i> and Regulations relating to access? If not, please provide details or the exemptions claimed. | Yes. |
| 15.4 | Have any notices or orders issued or been threatened under the <i>Swimming Pools Act 1992 (NSW)</i> or Regulations? | No. |
| 15.5 | If a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the Contract; | Not applicable. |
| 16.1 | Is the Vendor aware of any dispute regarding boundary or dividing fences related to the Property? | No. |
| 16.2 | Is the Vendor aware of any notice, claim or proceedings under the Dividing Fences Act 1991 (NSW) or the Encroachment of Buildings Act 1922 (NSW) affecting the affecting the Property? | No. |
| 17 | In respect of the Property: | |
| 17.1 | Is the Vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract? | The Vendor relies on the Contract. |
| 17.2 | Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them? | No. |
| 17.3 | Is the Vendor aware of: | |
| 17.3.1 | Any road, drain sewer or storm water channel which intersects or runs through them? | The Vendor relies on the Contract. |
| 17.3.2 | Any dedication to or use by the public of any right of way or other easement over any part of them? | The Vendor is not aware. |
| 17.3.3 | Any latent defects in them? | The Vendor is not aware. |
| 17.4 | Has the Vendor any notice or knowledge of them being affected by the following: | |
| 17.4.1 | Any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If yes, such notice must be complied with prior to completion. | The Vendor is not aware. |
| 17.4.2 | Any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the Purchaser? | The Vendor is not aware. |
| 17.4.3 | Any sum due to any local or public authority recoverable from the Purchaser? If yes, it must be paid prior to completion. | No. |
| 17.4.4 | Any realignment or proposed realignment of any road adjoining them? | The Vendor is not aware. |
| 17.4.5 | The existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding? | The Vendor is not aware. |
| 17.4.6 | Solar Panels installed on the Property - if yes, who carried out the installation? | No. |
| 18.1 | If a licence benefits the Property please provide a copy and indicate: | Not applicable. |
| 18.1.1 | whether there are any existing breaches by any part to it; | Not applicable. |
| 18.1.2 | whether there are any matters in dispute; and | Not applicable. |
| 18.1.3 | whether the licensor holds any deposit, bond or guarantee. | Not applicable. |
| 18.2 | In relation to such licence: | |
| 18.2.1 | All licence fees and other moneys payable should be paid up to any beyond the date of completion. | Not applicable. |
| 18.2.2 | The Vendor must comply with all requirements to allow the benefit to pass to the Purchaser. | Not applicable. |
| 19 | Are there any applications made, proposed or threatened, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the Property which are yet to be determined? If so, please provide particulars. | No. |
| 20 | Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property which involve the Vendor? If so, please provide particulars. | No. |

| | | |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| 21 | Are there any: | |
| 21.1 | orders of the Tribunal; | No. |
| 21.2 | notices of or investigations by the Vendor; | No. |
| 21.3 | notices or orders issued by any Court; or | No. |
| 21.4 | notices or orders issued by the Council or any public authority or water authority | No. |
| | affecting the Property not yet complied with? In so far as they impose any obligation on the Vendor they should be complied with by the Vendor before completion. | No. |
| 22 | Have any orders been made by any Court or Tribunal that money (including costs) payable by the Vendor be paid from contributions levied in relation to the Property? If so, please provide particulars. | No. |
| 23 | Has the Vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property? | No. |
| 24 | Has the Vendor met all of its obligations relating to: | |
| 24.1 | fire safety; | Yes. |
| 24.2 | child-safe window locks (where required); | Not applicable. |
| 24.3 | building defects and rectification in relation to any applicable warranties under the <i>Home Building Act 1989 (NSW)</i> ; | As far as the Vendor is aware. |
| 24.4 | Lodgement of tax returns with the Australian Taxation Office and has all tax liability been paid? | As far as the Vendor is aware. |
| 25 | If the Contract discloses that the Vendor is a trustee, evidence must be produced to establish the trustee's power to sell. | Not applicable. |
| 26 | If not attached to the Contract, unless the transaction is an excluded transaction, the Vendor must serve the Purchaser with the relevant CGT Foreign Resident Clearance Certificate/s under Section 14-220 of Schedule 1 of the <i>Taxation Administration Act 1953 (Cth)</i> at least 7 days prior to completion. | Noted. |
| 27 | Prior to completion, the Vendor must furnish complete details to enable the Purchaser to make any GST Residential Withholding payment to the ATO and/or any outstanding Land Tax liability to State Revenue at completion. | Not applicable. |
| 28 | If the Transfer or any document to be handed over on completion is executed pursuant to a Power of Attorney and a copy of the registered Power of Attorney was not attached to the Contract then, at least 7 days prior to completion, such copy must be provided to the Purchaser's solicitor and found in order. | Not applicable. |
| 29 | Searches, surveys and enquiries must prove satisfactory. | Noted. |
| 30 | The Purchaser reserves the right to make further requisitions prior to completion. | Noted. |
| 31 | We will assume that your replies to these requisitions remain unchanged as at completion unless we are properly served with an alternate reply prior to that time. | Agreed. |