

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 129439910	NSW DAN:
vendor's agent	First National Coastside Shellharbour 18/23 Addison Street, Shellharbour NSW 2529		Phone: 4295 5033 Fax:
co-agent	N/a		Ref: R Hutchinson
vendor	THANH HUNG NGUYEN, THI VAN BICH MY HO		
vendor's solicitor	QAS Lawyers Suite 8 14 Court Rd FAIRFIELD NSW 2165		Phone: 9188 8805 Fax:
date for completion	42 days after the contract date	(clause 15)	Email: office@qaslawyers.com
land	4 FARMHOUSE LANE HAYWARDS BAY NSW 2530 (Address, plan details and title reference) LOT 77 IN DEPOSITED PLAN 1079826 77/1079826		
	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input 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 type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
Price	\$		Ref:	
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

<p>VENDOR</p> <hr/> <p>Signed By _____</p> <p>Vendor _____</p> <p>Vendor _____</p>	<p>PURCHASER</p> <hr/> <p>Signed By _____</p> <p>Purchaser _____</p> <p>Purchaser _____</p>												
<p>VENDOR (COMPANY)</p> <hr/> <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> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Office held</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Office held</td> </tr> </table>	Signature of authorised person	Signature of authorised person	Name of authorised person	Name of authorised person	Office held	Office held	<p>PURCHASER (COMPANY)</p> <hr/> <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> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Office held</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Office held</td> </tr> </table>	Signature of authorised person	Signature of authorised person	Name of authorised person	Name of authorised person	Office held	Office held
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vendor agrees to accept a **deposit-bond**

NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

Manual transaction (clause 30)

NO yes

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

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

land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

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

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

If the 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 number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input type="checkbox"/> 1 property certificate for the land <input 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 type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input 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 type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<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
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	Other <input type="checkbox"/> 60
Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input 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	

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:

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	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. 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 *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 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 *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 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.

4 FARMHOUSE LANE HAYWARDS BAY NSW 2510

SPECIAL CONDITIONS

BETWEEN

Vendor:

AND

Purchaser:

Conditions of sale of land by auction

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the *Property, Stock and Business Agents Regulation 2014* and section 68 of the *Property, Stock and Business Agents Act 2002*:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
 - b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - c) The highest bidder is the purchaser, subject to any reserve price;
 - d) In the event of a disputed bid, the auctioneer is the sole arbitrator, and the auctioneer's decision is final;
 - e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - g) A bid cannot be made or accepted after the fall of the hammer;
 - h) As soon as practicable after the fall of the hammer, the purchaser is to sign the agreement (if any) for sale.

 2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - a) All bidders must be registered in the bidders' record and display an identifying number when making a bid;
 - b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces "vendor bid".

 3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
 - a) More than one vendor bid may be made to purchase interest of a co-owner;
 - b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
-

-
- c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
 - d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor, or administrator.

4. Amendments to the standard contract

- a. Add to the end of clause 2.9 as follows: "Provided that the deposit holder shall only be required to invest the deposit if the parties supply to the deposit holder their tax file numbers."
- b. clause 7.1.1 replace 5% with \$1.
- c. Clause 7.2.1 replace 10% with 1%.
- d. Clause 8.1 delete the words "on reasonable grounds".
- e. Clause 10.1.8 and 10.1.9 replace the word "substance" with the word "existence".
- f. Delete clauses 23.6, 23.7, 23.9, and 23.17.

5. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract. In the case that the vendor issues a notice to complete, the purchaser agrees to pay for the vendor's legal fee in the sum of \$350.00 plus GST.

6. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion, die or become mentally ill, as defined in the *Mental Health Act*, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end, and the provisions of clause 19 hereof shall apply.

7. Purchaser's acknowledgement

The purchaser (s) acknowledges that they are purchasing the property:

- a) In its present condition and state of repair;
- b) Subject to all defects latent and patent;
- c) Subject to any infestations and dilapidation;
- d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- e) Subject to any non-compliance, that is disclosed herein, with the *Local Government Act* or any Ordinance under that Act in respect of any building on the land;
- f) The purchaser agrees not to seek to, terminate, rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause; and
- g) The purchaser acknowledges that he/she has not been induced to enter into this Contract by any statement, representation or warranty made or given by or on behalf of the Vendor and has thoroughly inspected the premises being

purchased and shall not raise any requisition, objection or claim for compensation in respect thereof.

8. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion. The purchaser also agrees to pay for the vendors' legal fee caused by the delay, in the sum of \$400.00 plus GST.

9. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors' agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchaser's breach of this warranty, and it is hereby agreed and declared that this clause should not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

10. Release of Deposit

~~The purchaser (s) agrees to release the deposit to the Vendor upon the condition that the Vendor will only use the deposit for:~~

- ~~a) To the purchase of another property; or~~
- ~~b) To the stamp duty and/or disbursements related to the purchase of another property.~~

11. Requisitions on Title

The purchaser (s) agrees that the only form of general title requisition on title the purchaser (s) may make pursuant to clause fice (5) shall be the Requisitions on Title annexed herein. Nothing in this clause prevents the purchaser (s) from making proper other requisitions on title not dealt with in the Requisitions on Title.

12. Electronic Settlement

- a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement, but each party shall pay their own costs.
- c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
- d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- e) Settlement takes place when the financial settlement takes place.

- f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure, then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
- h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

13. Guarantee for Corporate Purchaser

- (a) If the Purchaser is a Company, it is an essential condition of this Contract that all Directors of the Purchaser execute the Guarantee in this clause.
- (b) In consideration of the Vendor contracting with the corporate Purchaser, and (“the Guarantors”) as evidenced by the Guarantors’ execution hereof, hereby guarantee the performance by the Purchaser of all the Purchaser’s obligations under the Contract and indemnify the Vendor against any cost or loss whatsoever arising as a result of the default by the Purchaser in performing its obligations under this Contract for whatever reason. The Vendor may seek to recover any loss from the Guarantor before seeking recovery from the Purchaser and any settlement or compromise with the Purchaser will not release the Guarantors from the obligation to pay any balance that may be owing to the Vendor. This Guarantee is binding on the Guarantors, their Executors, Administrators and Assigns and the benefit of the Guarantee is available to any Assignee of the benefit of this Contract by the Vendor.

Signed by)
 The Guarantor (s) in the presence of:)

.....
 Signature (s)

.....
 Signature of Witness

.....
 Print full name of Witness

14. Foreign Investment Review Board Requirements

- a) The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* requiring the obtaining of consent to a transaction do not apply to the Purchaser and to this purchase.
- b) In the event of there being a breach of this warranty, whether deliberately or unintentionally, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, time or legal costs which may be incurred by the Vendor as a consequence thereof.

15. Covid-19 (Coronavirus)

This Clause applies whilst ever the Federal, NSW State, or Local Government area in which the dwelling is situated, is managing the Covid-19 outbreak as a Health Emergency or a State Emergency:

-
- a) In the event either party to this Contract is required to undertake self-isolation or quarantine, such party will notify the other party immediately; and
 - b) In the event that completion does not take place by the completion date as provided for in Clause 15 of this Contract due to such self-isolation or quarantine, then the completion date is extended by 21 days; or
 - c) In the event either party is admitted to hospital as a consequence of Covid-19 Coronavirus, such affected party will notify the other party as soon as possible; and
 - d) In the event that completion does not take place by the completion date as provided for in Clause 15 of this Contract due to such hospitalisation, then on and from the date of the that party's discharge from hospital (verified by discharge papers issued by the treating hospital), the completion date is extended by 21 days.

Neither the Purchaser nor the Vendor can make any claim, requisition or objection, rescind or terminate or delay completion in respect of any of these matters referred to herein.



FOLIO: 77/1079826

SEARCH DATE	TIME	EDITION NO	DATE
12/1/2024	5:34 PM	5	8/9/2018

LAND

LOT 77 IN DEPOSITED PLAN 1079826
AT YALLAH
LOCAL GOVERNMENT AREA WOLLONGONG
PARISH OF CALDERWOOD COUNTY OF CAMDEN
TITLE DIAGRAM DP1079826

FIRST SCHEDULE

THANH HUNG NGUYEN
THI VAN BICH MY HO
AS JOINT TENANTS (T AK336712)

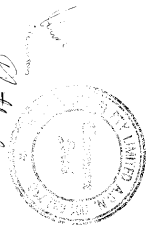
SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1046401 EASEMENT FOR ACCESS AND SERVICES VARIABLE WIDTH
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1079826 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (3) IN THE S. 88B INSTRUMENT
- 4 DP1079826 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (4) IN THE S. 88B INSTRUMENT
- 5 DP1079826 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (14) IN THE S. 88B INSTRUMENT
- 6 AK336713 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

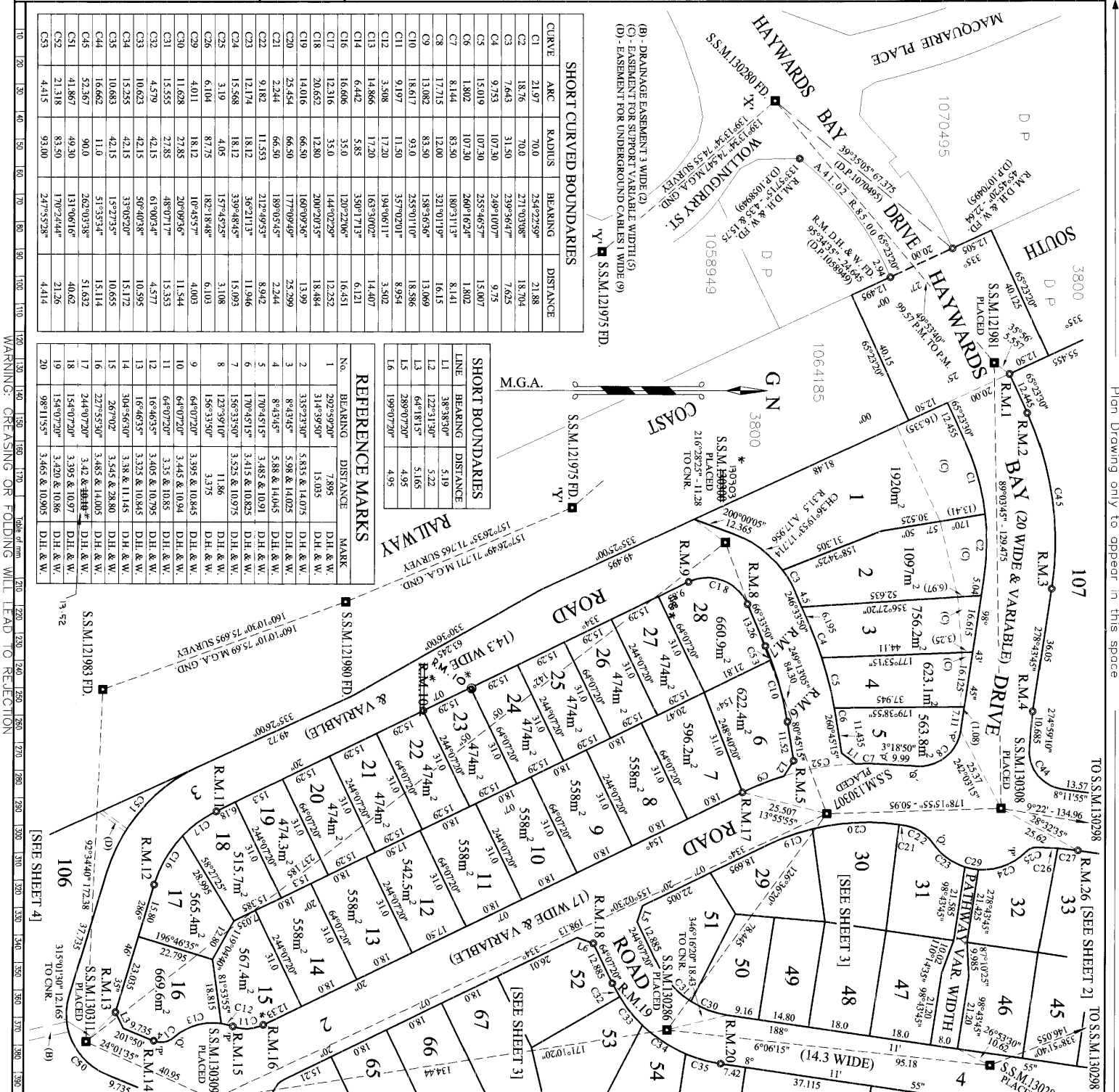


SIGNED, SEALED AND DELIVERED
BY THE ENGINEER
ST GEORGE'S ROAD, WOLLONGONG
A.C.N. 955 513 070 by the
attorneys under power of
attorney registered No. 125
Book 4182

ATTEST:
David Malcolm Madsen
Professional Engineer
Credit Analyst
Position Held:
Audita Quagliata
Credit Analyst
Position Held:
WITNESS
Kelley Cheng
Credit Analyst
Position Held:

THE COMMON SEAL OF THE COUNCIL
OF THE CITY OF WOLLONGONG
WAS HERETOFORE AFFIXED THIS
24TH DAY OF MAY 2005
PURSUANT TO A RESOLUTION OF
THE COUNCIL PASSED ON THE
DAY OF MAY 2004
LORD MAYOR
GENERAL MANAGER

Office of the Registrar-General / Src: TRISearch / Ref: 24003
NEWLY CERTIFIED THAT THE PROVISIONS OF A SUBDIVISION OF THE ENVIRONMENTAL PLANNING
ACT 1979 HAVE BEEN COMPLIED WITH IN RELATION TO THE
SUBDIVISION OF LOT 67 IN
D.P. 1064185
SUBDIVISION OF LOT 67 IN
D.P. 1064185
DATE OF ENDORSEMENT: 16/05/05
CONSENT AUTHORITY: WOLLONGONG CITY COUNCIL
SUBDIVISION OF LOT 67 IN
D.P. 1064185
SUBDIVISION CERTIFICATE NO.: SC-2005/1516
THE PLAN IS TO BE LOGGED ELECTRONICALLY IN THE NEXT THREE (3) DAYS
AFTER THE DATE OF ENDORSEMENT BY THE REGISTRAR GENERAL
A DATE WITHIN 14 DAYS
SURVEYOR'S REFERENCE: 46005/3



SHORT CURVED BOUNDARIES

CURVE	ARC	RADIUS	BEARING	DISTANCE
C1	21.97	70.0	254°22'59"	21.88
C2	18.76	70.0	271°03'08"	18.704
C3	7.643	31.30	239°36'47"	7.625
C4	9.753	107.30	249°10'07"	9.75
C5	15.019	107.30	255°46'57"	15.007
C6	1.802	107.30	260°11'34"	1.802
C7	8.144	83.50	180°31'13"	8.141
C8	17.715	12.00	321°01'19"	16.15
C9	13.082	83.50	158°36'36"	13.069
C10	18.617	91.0	255°01'10"	18.586
C11	9.197	11.50	357°02'01"	8.954
C12	3.508	17.20	194°06'11"	3.502
C13	14.866	17.20	163°30'02"	14.407
C14	6.442	5.85	350°17'13"	6.121
C15	16.606	35.0	120°22'06"	16.451
C16	12.316	35.0	144°02'29"	12.252
C17	20.652	12.80	200°20'55"	18.484
C18	14.016	66.50	160°09'56"	13.99
C19	25.454	66.50	177°09'49"	25.299
C20	2.842	66.50	189°05'45"	2.244
C21	9.284	11.553	212°49'34"	8.942
C22	12.174	18.12	36°21'13"	11.946
C23	15.588	18.12	339°38'45"	15.093
C24	3.19	4.05	157°45'25"	3.108
C25	6.104	87.75	182°18'48"	6.003
C26	4.011	18.12	104°45'57"	4.003
C29	4.011	18.12	104°45'57"	4.003
C30	11.628	27.85	206°09'36"	11.544
C31	15.535	27.85	48°07'17"	15.535
C32	4.579	42.15	61°00'49"	4.577
C33	10.623	42.15	50°40'38"	10.595
C34	15.255	42.15	33°06'20"	15.172
C35	10.683	42.15	51°27'34"	10.655
C44	16.662	11.10	51°33'54"	15.114
C45	52.667	90.0	262°03'38"	51.632
C51	41.867	49.30	131°06'16"	40.62
C52	21.318	83.50	170°24'44"	21.26
C53	4.415	93.00	247°52'38"	4.414

SHORT BOUNDARIES

LINE	BEARING	DISTANCE
L1	38°38'30"	5.19
L2	122°31'30"	5.22
L3	64°18'15"	5.165
L5	289°07'20"	4.95
L6	199°07'20"	4.95

REFERENCE MARKS

No.	BEARING	DISTANCE	MARK
1	202°39'20"	7.895	D.H. & W.
2	314°59'50"	13.035	D.H. & W.

SHORT CURVED BOUNDARIES

No.	BEARING	DISTANCE	MARK
1	202°39'20"	7.895	D.H. & W.
2	314°59'50"	13.035	D.H. & W.
3	335°23'50"	5.813 & 14.075	D.H. & W.
4	8°43'45"	5.88 & 14.045	D.H. & W.
5	170°43'15"	3.485 & 10.81	D.H. & W.
6	170°43'15"	3.415 & 10.825	D.H. & W.
7	156°33'50"	3.525 & 10.975	D.H. & W.
8	123°39'10"	11.86	D.H. & W.
9	166°33'50"	3.375	D.H. & W.
9	66°07'20"	3.395 & 10.845	D.H. & W.
10	66°07'20"	3.445 & 10.94	D.H. & W.
11	66°07'20"	3.35 & 10.85	D.H. & W.
12	16°46'35"	3.405 & 10.795	D.H. & W.
13	16°46'35"	3.325 & 10.845	D.H. & W.
14	304°56'30"	3.38 & 11.145	D.H. & W.
15	267°02'	3.545 & 8.880	D.H. & W.
16	227°55'50"	3.485 & 11.005	D.H. & W.
17	244°07'20"	3.42 & 10.97	D.H. & W.
18	154°07'20"	3.395 & 10.97	D.H. & W.
19	154°07'20"	3.420 & 10.86	D.H. & W.
20	98°11'55"	3.465 & 10.905	D.H. & W.

Registered DP1079826 (E) 11-7-2005
 Title System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: W7370-3, W8270-1
 Last Plan: DP1058949, DP1064185
 PLAN: OF SUBDIVISION OF LOT 67 IN
 D.P. 1064185 AND LOT 3801 IN
 D.P. 1064185.

L.G.A.: WOLLONGONG
 Locality: HANWARDS BAY *
 Parish: CALDERWOOD
 Country: CAMDEN

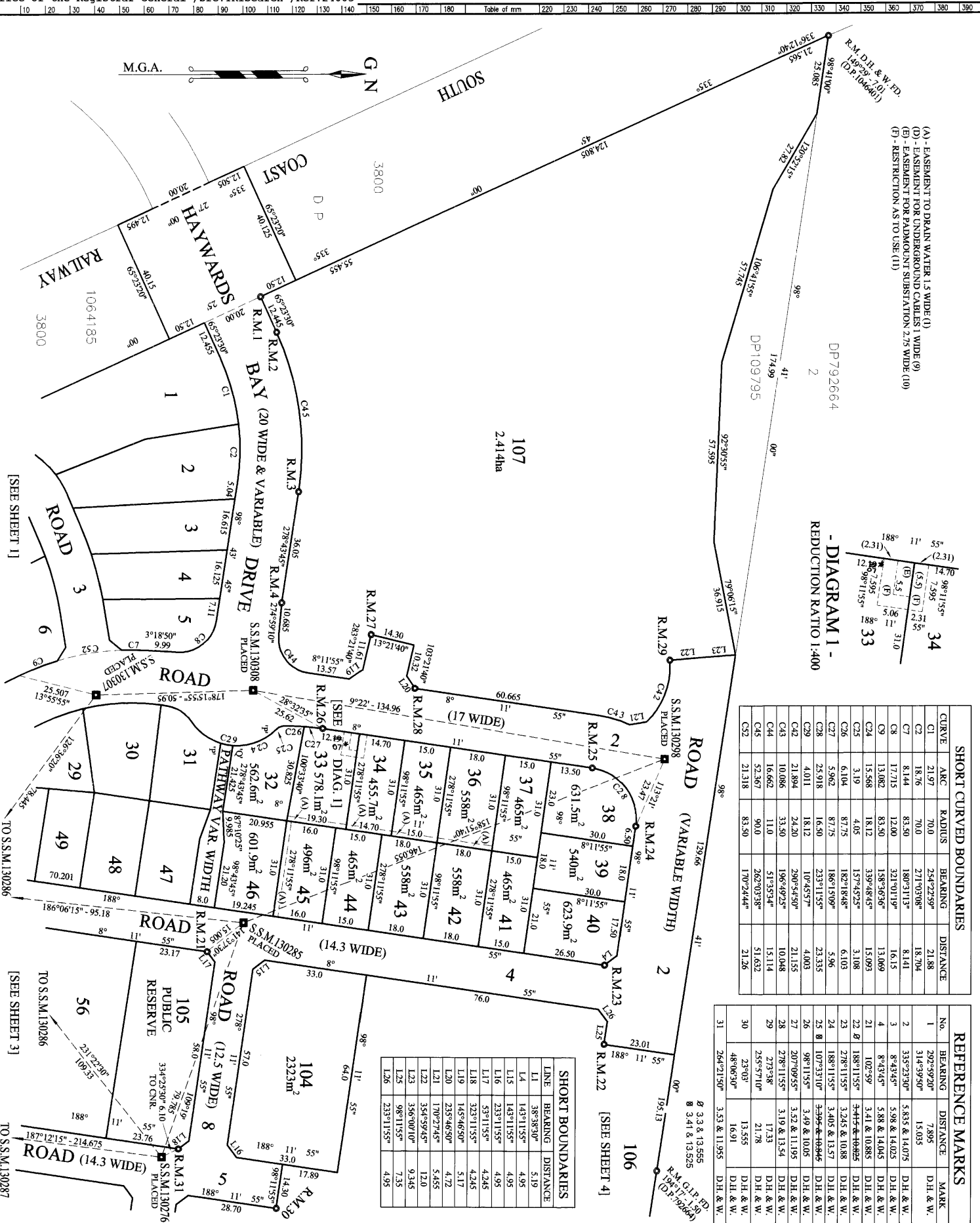
This is sheet 1 of my plan in 4 sheets
 (Order if applicable)
 Surveying Regulation, 2007

I, DAVID ALAN JOLIE
 OF MASTERS & ASSOCIATES PTY LTD
 2/116 CORNHILL STREET, WOLLONGONG, 2500
 DO HEREBY CERTIFY THAT THE SURVEYING ACT 2002 CERTI-
 FICATED UNDER THE SURVEYING ACT 2002 CERTI-
 FICATION HAS BEEN COMPLIED WITH IN RELATION TO THE
 SURVEY AND WAS COMPLETED ON 28 APRIL 2005.
 (When specifying the field actually surveyed, or specify any part
 shown in the plan that is not the subject of the survey)
 Datum: Mean Sea Level
 Type: Subdivision/Transfer
 Date: 28/4/2005

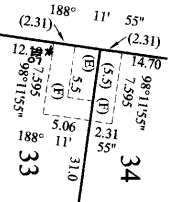
Plans filed in preparation of survey/completion:
 D.P. 24440
 D.P. 792664
 D.P. 244075
 D.P. 803541
 D.P. 262578
 D.P. 688885
 D.P. 1064185
 D.P. 1064185
 D.P. 1064185
 D.P. 1064185
 D.P. 1064185

PANEL TOP USE ONLY for statements of intention
 for the creation of public roads, or for the
 creation of public utility easements, or for the
 use of land for positive covenants.
 PURSUANT TO SECTION 88B OF THE
 CONVEYANCING ACT 1919 IT IS INTENDED
 TO CREATE:
 1. EASEMENT TO DRAIN WATER 1.5 WIDE
 2. DRAINAGE EASEMENT 3 WIDE
 3. RESTRICTION AS TO USE
 4. RESTRICTION AS TO USE
 5. EASEMENT FOR SUPPORT VARIABLE
 WIDTH
 6. RESTRICTION AS TO USE
 7. RESTRICTION AS TO USE
 8. RESTRICTION AS TO USE
 9. EASEMENT FOR UNDERGROUND CABLE
 10. EASEMENT FOR PADMOUNT
 SUBSTITUTION 2.75 WIDE
 11. RESTRICTION AS TO USE
 12. RESTRICTION AS TO USE
 13. RESTRICTION AS TO USE
 14. RESTRICTION AS TO USE
 15. RESTRICTION AS TO USE
 16. RESTRICTION AS TO USE
 17. EASEMENT FOR WATER QUALITY
 5 WIDE AND VARIABLE

(CONTINUED SHEET 2)



- (A) - EASEMENT TO DRAIN WATER 1.5 WIDE (1)
- (B) - EASEMENT FOR UNDERGROUND CABLES 1 WIDE (9)
- (C) - EASEMENT FOR UNDERGROUND CABLES 2.75 WIDE (10)
- (D) - EASEMENT FOR UNDERGROUND CABLES 1 WIDE (9)
- (E) - EASEMENT FOR UNDERGROUND CABLES 2.75 WIDE (10)
- (F) - RESTRICTION AS TO USE (11)



SHORT CURVED BOUNDARIES

CURVE	ARC	RADIUS	BEARING	DISTANCE
C1	21.97	70.0	254°22'59"	21.88
C2	18.76	70.0	271°03'08"	18.704
C7	8.144	83.50	180°11'15"	8.141
C8	17.715	12.00	321°01'19"	16.15
C9	13.082	83.50	158°56'56"	13.093
C24	15.568	18.12	339°48'45"	15.093
C25	3.19	4.05	157°45'25"	3.108
C26	6.104	87.75	182°18'48"	6.103
C27	5.962	87.75	180°15'00"	5.96
C28	2.5918	16.30	233°11'55"	2.335
C29	4.011	18.12	10°45'57"	4.003
C42	21.894	34.50	209°54'50"	21.155
C43	10.068	33.50	196°49'25"	10.048
C44	16.662	11.0	51°35'34"	15.114
C45	52.567	90.0	262°03'58"	51.632
C52	21.318	83.50	170°24'44"	21.26

REFERENCE MARKS

No.	BEARING	DISTANCE	MARK
1	202°59'20"	7.895	D.H. & W.
2	314°39'50"	15.035	D.H. & W.
3	335°23'30"	5.853 & 14.075	D.H. & W.
4	8°43'45"	5.98 & 14.025	D.H. & W.
21	102°59'	3.41 & 10.885	D.H. & W.
22	188°11'55"	3.44 & 10.885	D.H. & W.
23	278°11'55"	3.24 & 10.88	D.H. & W.
24	188°11'55"	3.405 & 13.57	D.H. & W.
25	107°31'10"	3.39 & 14.005	D.H. & W.
26	98°11'55"	3.49 & 10.05	D.H. & W.
27	207°09'55"	3.52 & 11.195	D.H. & W.
28	278°11'55"	3.19 & 13.54	D.H. & W.
29	273°38'	17.33	D.H. & W.
30	255°57'10"	21.78	D.H. & W.
31	264°21'50"	16.91	D.H. & W.

SHORT BOUNDARIES

LINE	BEARING	DISTANCE
L1	383°30"	5.19
L4	143°11'55"	4.95
L15	145°11'55"	4.95
L16	238°11'55"	4.95
L17	53°11'55"	4.245
L18	323°11'55"	4.245
L19	145°46'50"	5.17
L20	235°46'50"	4.72
L21	170°27'45"	5.455
L22	354°59'45"	12.0
L23	356°00'10"	9.345
L25	98°11'55"	7.35
L26	233°11'55"	4.95

DP1079826

Registered 11-7-2005 *

This is sheet 2 of my plan in 4 sheets dated 28 April 2005

[Signature]
 Surveyor registered under Surveying Act 2002

This is sheet 2 of the plan of 4 sheets covered by Subdivision Certificate No. 2005/155 of 6/5/05

[Signature]
 Authorised Registrar/Deputy Registrar/Assistant Registrar
 For use where space is insufficient in my panel on Plan Form 2

IT IS INTENDED TO DEDICATE THE EXTENSION OF HAYWARDS BAY DRIVE, ROAD 7, ROAD 8, ROAD 9, ROAD 10, ROAD 11, ROAD 12, ROAD 13, ROAD 14, ROAD 15, ROAD 16, ROAD 17, ROAD 18, ROAD 19, ROAD 20, ROAD 21, ROAD 22, ROAD 23, ROAD 24, ROAD 25, ROAD 26, ROAD 27, ROAD 28, ROAD 29, ROAD 30, ROAD 31, ROAD 32, ROAD 33, ROAD 34, ROAD 35, ROAD 36, ROAD 37, ROAD 38, ROAD 39, ROAD 40, ROAD 41, ROAD 42, ROAD 43, ROAD 44, ROAD 45, ROAD 46, ROAD 47, ROAD 48, ROAD 49, ROAD 50, ROAD 51, ROAD 52, ROAD 53, ROAD 54, ROAD 55, ROAD 56, ROAD 57, ROAD 58, ROAD 59, ROAD 60, ROAD 61, ROAD 62, ROAD 63, ROAD 64, ROAD 65, ROAD 66, ROAD 67, ROAD 68, ROAD 69, ROAD 70, ROAD 71, ROAD 72, ROAD 73, ROAD 74, ROAD 75, ROAD 76, ROAD 77, ROAD 78, ROAD 79, ROAD 80, ROAD 81, ROAD 82, ROAD 83, ROAD 84, ROAD 85, ROAD 86, ROAD 87, ROAD 88, ROAD 89, ROAD 90, ROAD 91, ROAD 92, ROAD 93, ROAD 94, ROAD 95, ROAD 96, ROAD 97, ROAD 98, ROAD 99, ROAD 100 TO THE PUBLIC AS ROAD.

IT IS INTENDED TO DEDICATE THE PATHWAY TO THE PUBLIC.

IT IS INTENDED TO CREATE LOT 106 AS PUBLIC RESERVE.

Reduction Ratio 1:800

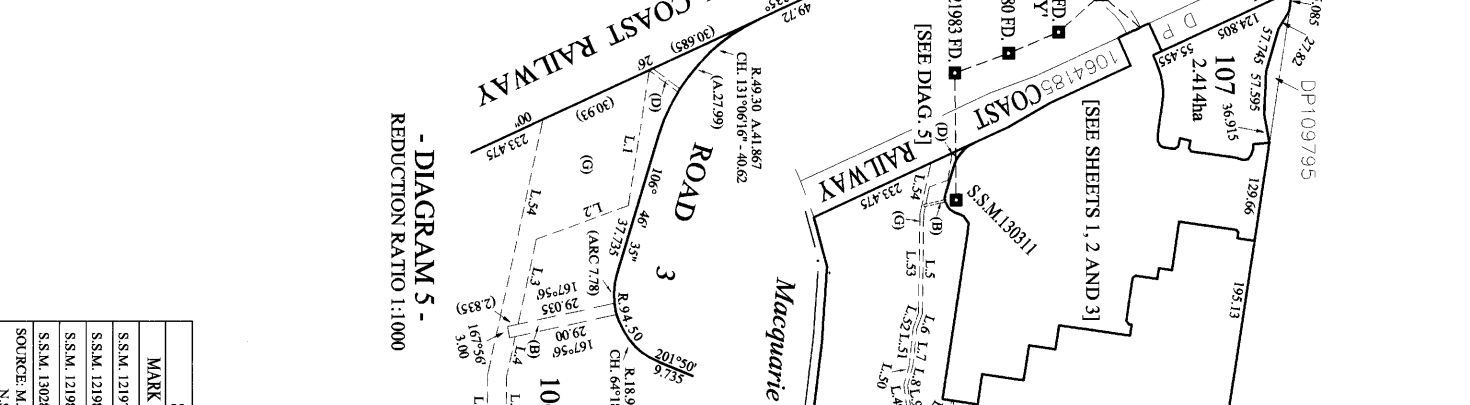
SURVEYOR'S REFERENCE: 46005/3

R.M. NO. 22 & 25 AMENDED IN LPI AT SURVEYOR'S REQUEST VIDE 2007/450 MB 7.6.2007

* AMENDMENTS MADE IN LPI VIDE 2005/1416 14.11.2005

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

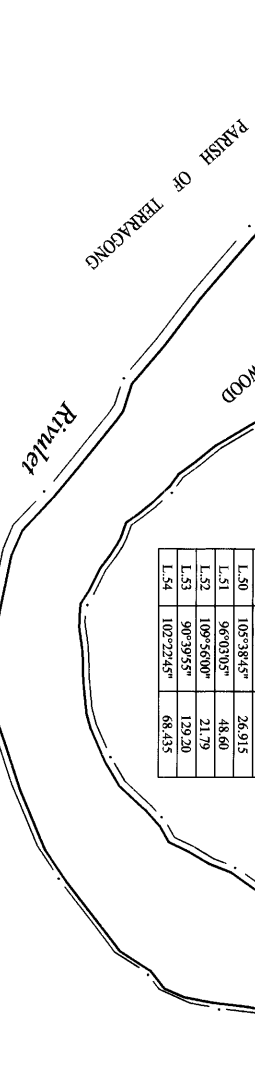
LINE	BEARING	DISTANCE
L.1	278°42'20"	33.97
L.2	160°02'20"	25.92
L.3	102°22'45"	22.765
L.4	102°22'45"	10.685
L.5	90°39'55"	120.535
L.6	100°36'00"	22.03
L.7	96°03'10"	48.41
L.8	105°38'45"	26.265
L.9	261°30'10"	31.44
L.10	117°47'15"	11.895
L.11	68°14'00"	38.10
L.12	100°18'00"	5.73
L.13	100°18'00"	26.28
L.14	142°56'25"	100.74
L.15	356°51'55"	59.45
L.16	62°45'25"	48.735
L.17	91°56'25"	38.755
L.18	62°36'50"	121.255
L.19	143°01'05"	38.485
L.20	62°48'20"	17.76
L.21	185°22'50"	29.085
L.22	64°06'10"	91.54
L.23	145°15'15"	22.79
L.24	211°50'40"	44.145
L.25	51°40'20"	46.97
L.26	69°19'10"	62.915
L.27	339°19'10"	18.74



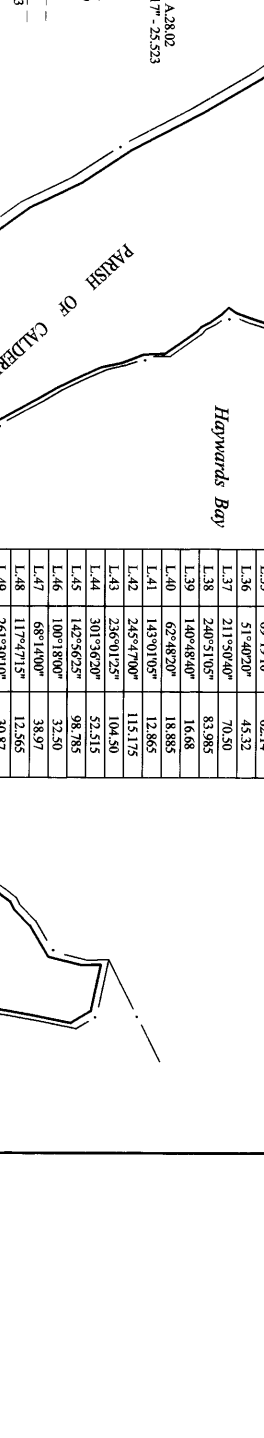
SURVEYING REGULATION 2001, CLAUSE 32(2)					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER EST.
S.S.M. 121975	296 896.230	6 175 537.430	56	D	4
S.S.M. 121980	296 923.760	6 175 471.140	56	D	4
S.S.M. 121983	296 949.440	6 175 399.930	56	D	4
S.S.M. 130280	296 847.540	6 175 593.890	56	D	4

LINE	BEARING	DISTANCE
L.28	101°55'30"	122.605
L.29	117°52'30"	61.73
L.30	336°08'50"	23.13
L.31	66°08'50"	20.00
L.32	336°08'50"	16.19
L.33	117°52'30"	51.99
L.34	101°55'30"	107.01
L.35	69°19'10"	62.14
L.36	51°40'20"	45.32
L.37	211°50'40"	70.50
L.38	240°51'05"	83.985
L.39	140°48'40"	16.68
L.40	62°48'20"	18.885
L.41	143°01'05"	12.865
L.42	245°47'00"	115.175
L.43	236°01'25"	104.50
L.44	301°56'20"	52.515
L.45	142°56'25"	98.785
L.46	100°18'00"	32.50
L.47	68°14'00"	38.97
L.48	117°47'15"	12.565
L.49	261°30'10"	30.87
L.50	105°38'45"	26.915
L.51	96°03'10"	48.60
L.52	109°56'00"	21.79
L.53	90°39'55"	129.20
L.54	102°22'45"	68.435

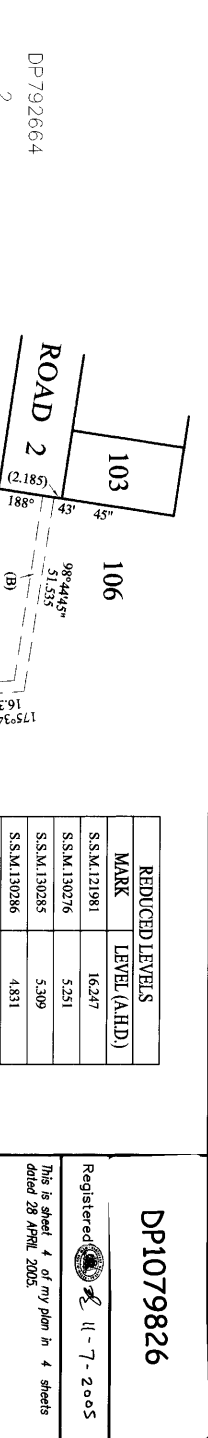
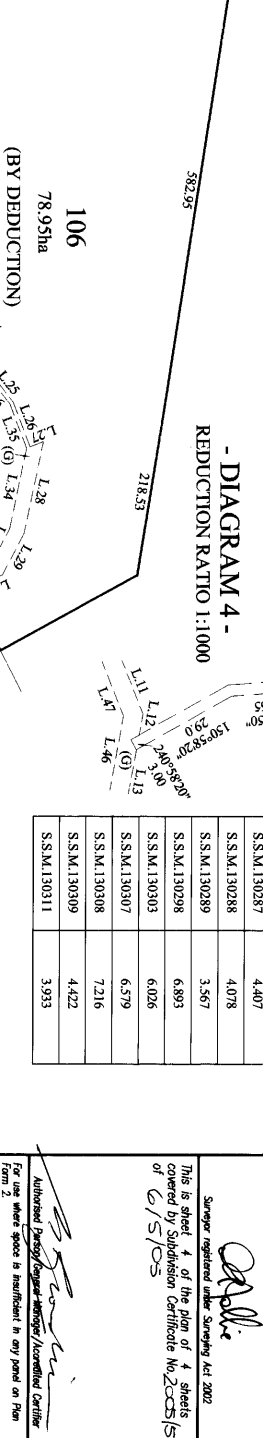
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER EST.
S.S.M. 121975	296 896.230	6 175 537.430	56	D	4
S.S.M. 121980	296 923.760	6 175 471.140	56	D	4
S.S.M. 121983	296 949.440	6 175 399.930	56	D	4
S.S.M. 130280	296 847.540	6 175 593.890	56	D	4



REDUCED LEVELS	MARK	LEVEL (A.H.D.)
16.247	S.S.M.121981	
5.251	S.S.M.130276	
5.309	S.S.M.130285	
4.831	S.S.M.130286	
4.407	S.S.M.130287	
4.078	S.S.M.130288	
3.567	S.S.M.130289	
6.893	S.S.M.130298	
6.026	S.S.M.130303	
6.579	S.S.M.130307	
7.216	S.S.M.130308	
4.422	S.S.M.130309	
3.933	S.S.M.130311	



REDUCED LEVELS	MARK	LEVEL (A.H.D.)
16.247	S.S.M.121981	
5.251	S.S.M.130276	
5.309	S.S.M.130285	
4.831	S.S.M.130286	
4.407	S.S.M.130287	
4.078	S.S.M.130288	
3.567	S.S.M.130289	
6.893	S.S.M.130298	
6.026	S.S.M.130303	
6.579	S.S.M.130307	
7.216	S.S.M.130308	
4.422	S.S.M.130309	
3.933	S.S.M.130311	



DP1079826

Registered 11-7-2005

This is sheet 4 of my plan in 4 sheets dated 28 April 2005

Surveyor registered under Surveying Act 2002

This is sheet 4 of the plan of 4 sheets covered by Subdivision Certificate No. 2005/516 of 6/5/05

Authorised Practising Surveyor/Registered Geomatics Engineer

For use where space is insufficient in my plan on Form 2

Reduction Ratio 1:5000

SURVEYOR'S REFERENCE: 46005/3

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

DP1079826



Plan of Subdivision of Lot 67 DP 1058949
 and Lot 3801 DP 1064185 covered by
 Subdivision Certificate No. *SC - 2005 / 56*

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

Winten No. 9 Pty Ltd
 ABN 70 091 032 718
 Level 10, 61 Lavender Street
 Milsons Point NSW 2061

Part 1 (Creation)

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 Wide	29 30 33 34 35 36 45	30, 31 31 32,34, 35, 36, 37 35, 36, 37 36, 37 37 32,33, 34, 35, 36, 37
2	Drainage Easement 3 Wide	106	Wollongong City Council
3	Restriction as to Use	Each lot except lots 56, 104, 105, 106 and 107	Every other lot except lots 56, 104, 105, 106 and 107
4	Restriction as to Use	Each lot except lots 105, 106 and 107	Wollongong City Council
5	Easement for Support Variable Width	1, 2, 3, 4 and 5	Wollongong City Council
6	Restriction as to Use	1, 2, 3, 4, 5, 15, 16, 31, 32 and 64	Wollongong City Council
7	Restriction as to Use	1, 2, 3, 4, 5, 31, 32, 46 and 47	Wollongong City Council

.....
 Authorised Person
 Wollongong City Council

DP1079826

(Sheet 2 of 15 Sheets)

8	Restriction as to Use	56	Wollongong City Council
9	Easement for Underground Cable 1.0m Wide	92, 101 and 106	Integral Energy Australia
10	Easement for Padmount Substation 2.75 Wide	33, 68 and 101	Integral Energy Australia
11	Restriction as to Use	33, 34, 68, 69, 101 and 106	Integral Energy Australia
12	Restriction as to Use	4 and 5	Wollongong City Council
13	Restriction as to Use	1, 2, 3, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28	Wollongong City Council
14	Restriction as to Use	Each lot except lots 105, 106 and 107	Wollongong City Council
15	Restriction as to Use	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 52, 64, 65, 66 and 67	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 52, 64, 65, 66 and 67
16	Restriction as to Use	5 and 6	Winten No.9 Pty Limited * 1, 2
17	Easement for Water Quality 5 Wide and Variable	106	Wollongong City Council

5.12.2005

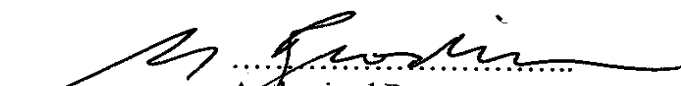


* ITEM 16 AMENDED IN LPI VIDE AB 9336660 & 2005/2279

PART 2

Terms of Drainage Easement 3m wide numbered 2 in the plan

Full and free right for the authority benefited by this easement ("the Council"), and every person authorised by it, from time to time and at all times to drain water (whether rain, storm, spring, soakage or seepage water) in any quantities across and through the site of this easement ("the Site"), together with the right to use, for the purposes of the easement, any line of pipes and/or open channel and/or other drainage structure already laid within



 Authorised Person
 Wollongong City Council



DP1079826


(Sheet 3 of 15 Sheets)

the Site, or any pipe or pipes or other structure in replacement or in substitution therefore and, where no such line of pipes or other structure exists, to lay, place and maintain a line of pipes of sufficient internal diameter or other structure of sufficient dimensions and together with the right for the Council and every person authorised by it, with any tools, implements, or machinery, necessary for the purpose, to enter upon the Site and such other part or parts of the lot or lots burdened by this easement as is necessary for the purpose, to enter upon the Site and such other part or parts of the lot or lots burdened by this easement as is necessary for the purpose and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, renewing or modifying such pipe line or other structure or any part thereof and, for any of the aforesaid purposes, to open the soil of the Site to such extent as may be necessary and to remove and carry away all or any of the clay, sand, gravel, stones, earth and materials which shall be taken out of the site and/or to use all or any part thereof in the making, laying out, construction and maintenance of a drain and/or to leave the same or any part or parts thereof upon the site, and in relation to this easement, the Proprietor of the Site ("the Proprietor") hereby covenants with the Council -

- (a) that the Proprietor will not permit or suffer any act, deed, matter or thing whereby the said drain or line of pipes or other structure will or shall be likely to become injured or damaged or whereby the Council shall be prevented from or hampered in exercising its rights pursuant to this easement;
- (b) that the Proprietor will not interfere with the free passage and conveyance of water through the said drain or line of pipes or other structure;
- (c) that if the Proprietor shall do permit or suffer any act, deed, matter or thing whereby the said drain or line of pipes or other structure shall be injured or damaged or shall interfere with the free passage and conveyance of water through the same the Proprietor shall forthwith at the expense of the Proprietor properly and substantially repair and made good all such injury or damage and shall restore the free passage and conveyance of water through the said line of pipes or other structure and do all things necessary or expedient for the said purposes or any of them; and
- (d) that the Proprietor will not without the prior consent and approval in writing of the Council first had and obtained or otherwise as the Council may impose ;
 - (i) erect, construct or place upon the Site, or permit to be erected constructed or placed thereon, any building or other structure whatever of any pavement; or
 - (ii) make or permit to be made any alteration to the existing surface levels of the Site by any means whatsoever.

Terms of restriction numbered 3 in the plan.

- a) On lots with areas between 450 square metres and 549 square metres no main building may be erected or permitted to remain on any lot burdened which has a minimum floor area (inclusive of garage, roofed verandah and entry) of less than 170 square metres.
- b) On lots with an area greater than 550 square metres, no main building may be erected or permitted to remain on any lot burdened which has a minimum floor area (inclusive of garage, roofed verandah and entry) of less than 200 square metres, although this restriction (b) shall not apply to lot 16, 28, 38, 52, 63, 76, 78 and 102.
- c) No garage can be constructed as a separate structure from the main dwelling constructed on any lot burdened unless it is constructed of the same materials, roof pitch and colours as the main building.



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Authorised Person
Wollongong City Council



DP1079826

(Sheet 4 of 15 Sheets)

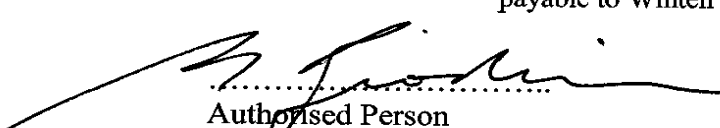
- d) No carport may be erected or permitted to remain forward of the front building façade on any lot burdened.
- e) No carport may be erected or permitted to remain on any lot burdened unless the design and roof pitch match the design roof pitch and colours of the main dwelling.
- f) No motor vehicle or truck weighing over 3.5 tonnes (unladen) may be garaged or stored or permitted to remain on any of lot burdened.
- g) No trailer, boat or caravan is permitted, may be parked or permitted to remain in the area between the front of the building and the street on any lot burdened.
- h) No fencing may be erected on any lot burdened to divide it from any adjoining lot of which Winten No.9 Pty Limited remains registered proprietor without the consent of Winten No.9 Pty Limited. Consent will not be withheld if the fence is erected without expense to Winten No.9 Pty Limited.
- i) No fence will be erected or permitted to remain on the front street alignment of any lot burdened nor between the front street alignment and the front building alignment without the written consent of Winten No.9 Pty Limited. Where any lot burdened has more than one street frontage, no fence may be erected or permitted to remain along the secondary road frontage without the written consent of Winten No.9 Pty Limited.
- j) No fence may be erected or permitted to remain on any lot burdened unless it is constructed of colorbond 'grey ridge' or otherwise complies with guidelines published by Winten No.9 Pty Limited from time to time apart from fencing described in restriction numbered 7.
- k) No retaining wall that is visible from any public road pathway or reserve may be constructed or permitted to remain on any lot burdened unless it is constructed of masonry, rock or stone.
- l) No advertisement, hoarding, sign or advertising material may be displayed, erected or permitted to remain on any lot burdened (other than a sign advertising the land for sale by Haywards Bay Land Sales) without the prior written consent of Winten No.9 Pty Limited.
- m) No main building may be allowed to be occupied or to continue to be occupied after the expiration of three months from the date of practical completion of that building unless the area in front of the building is landscaped, using turf, paths, garden beds and shrubs or trees.
- n) No driveway may be constructed or permitted to remain on any lot burdened unless it is constructed of coloured concrete or clay pavers or coloured stamped concrete, with the exception of lots referred to in r(iv).
- o) No main building on any lot burdened may be occupied unless the driveway has been completed.
- p) No main building constructed on any lot burdened may be used or permitted to be used for the display of any exhibition home or for the promotion or sale of homes without the prior written consent of Winten No.9 Pty Limited.


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Authorised Person
Wollongong City Council

DP1079826

(Sheet 5 of 15 Sheets)

- q) No garden shed, clothesline, satellite dish, TV antenna, solar panel or tank may be erected or permitted to remain on any lot burdened if it is visible from the street or a public place.
- r) i For a period of five years following the date of registration of the Plan no building works, building structure, shed, fence, wall or retaining wall may be erected or commenced nor permitted to remain on any lot burdened unless the plans, elevations and a schedule of materials, colours and finishes (relating only to the external appearances, siting and position of the structure) have been submitted to and approved in writing by Winten No.9 Pty Limited. Approval by Winten No.9 Pty Limited must be obtained before application is made to any other relevant authority.
- ii. Winten No.9 Pty Limited will not unreasonably withhold any approval but a refusal will not be deemed unreasonable if a registered architect nominated by Winten No.9 Pty Limited has certified that the proposed works, materials or finishes would have an undesirable effect on the development, appearance or amenity of the neighborhood or any part of it.
- iii. Winten No.9 Pty Limited will not withhold its consent where plans, elevations, materials or finishes substantially conform with its design guidelines published from time to time.
- iv. Lot numbers 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 52, 63, 64, 65, 66, 67, 68, 87, 88, 89, 95, 96, 97, 98, 102 and 103 are identified as requiring a more controlled choice of finishes, including a grey roof, colourbond or tile, stamped concrete driveways in grey tones and other external controls as per the building and design guidelines published from time to time to ensure that prominent parts of the subdivision present a consistent style and character.
- s) No childminding centre, day care centre, preschool, long day care centre, kindergarten, occasional childminding centre or such other like childminding facility or activity will be conducted or carried out on any lot burdened without the approval of Winten No.9 Pty Limited.
- t) No burdened lot may be resubdivided or have more than 1 dwelling erected on the lot, with the exception of lots 16, 28, 38, 52, 63, 76, 78 and 102 which may have up to a maximum of two dwellings, without the written consent of Winten No.9 Pty Limited and any lot burdened is charged by the proprietor for the time being of that lot with the performance of this restriction. The consent of Winten No.9 Pty Limited will not be unreasonably withheld if:
- (i) the plans, elevations, schedule of materials, colours and finishes for the proposed dwelling/s substantially conform with all other covenants and the design guidelines published by Winten No.9 Pty Limited from time to time; and
- (ii) the registered proprietor of the lot burdened contracts with Winten No.9 Pty Limited to pay \$150,000 to Winten No.9 Pty Limited ("the levy"). The levy will be indexed in accordance with the CPI commencing on the first quarterly figure to be published after the date of registration of the Plan. The levy will become immediately due and payable to Winten No.9 Pty Limited on the physical commencement on


.....
Authorised Person
Wollongong City Council



DP1079826

(Sheet 6 of 15 Sheets)

the lot burdened of any works in connection with the construction of any proposed subsequent dwelling/s or on the registration of any plans subdividing any lot burdened into one or more smaller residential allotments.

Name of body empowered to release, vary or modify restriction numbered 3 in the plan.

Winten No.9 Pty Limited for the later of a period of five years from the date of registration of the Plan or while ever it owns a lot in the Plan or a lot in any subdivision of a residual lot in the Plan.

Terms of restriction numbered 4 in the plan.

No building shall be erected or permitted to remain on the lot hereby burdened which has been filled above its natural or previously excavated level unless the footings and foundations of the building have been erected in accordance with plans and specifications which have been,

- (a) prepared by a suitably qualified Structural and/or Civil Engineer; and
- (b) approved by Wollongong City Council or a Private Certifier as defined in the Environmental Planning and Assessment Act 1979 (as amended).

Terms of easement for support variable width numbered 5 in the plan.


No structure shall be erected or permitted to remain on the land shown as easement for support and no alteration shall be made to the existing reconstructed surface levels of the land shown as easement for support without the prior written approval of the Council of the City of Wollongong or otherwise than in strict compliance with such conditions as that Council may impose.

Terms of restriction numbered 6 in the plan.

Pedestrian and/or vehicular access is denied across the boundary of the lots hereby burdened with Haywards Bay Drive. In respect of lots 5, 15, 16, 31, 32 and 64 vehicular access is denied across the road boundary between the points marked "P-Q" on the plan.

Terms of restriction numbered 7 in the plan.

- (a) No person shall alter, remove or destroy any fence or wall located on any boundary adjoining Haywards Bay Drive, South Coast Railway or Pathway of Variable Width unless such alteration, removal or destruction has the written approval of Wollongong City Council.
- (b) No person shall allow the abovementioned fence or wall to deteriorate to a state of disrepair.


.....
Authorised Person
Wollongong City Council



DP1079826


(Sheet 7 of 15 Sheets)

Terms of restriction numbered 8 in the plan.

No fence may be erected or permitted to remain on the common boundary with lot 105 unless it is a 1.8m high picket fence or 1.0m high opaque or open style fence as approved by Wollongong City Council.

Terms of easement numbered 9 in the plan.

- 1 The authority benefited may:
 - 1.1 install electrical equipment within the easement site,
 - 1.2 excavate the easement site to install the electrical equipment.
 - 1.3 use the electrical equipment for the transmission of electricity,
 - 1.4 enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
 - 1.5 trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
 - 1.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.
- 2 In exercising its rights under this easement the authority benefited will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
- 3 The owner agrees that it will not:
 - 3.1 install or permit to be installed any services or structure within the easement site, or
 - 3.2 alter the surface level of the easement site, or
 - 3.3 do or permit to be done anything that restricts access to the easement site by the authority benefitedwithout the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.
- 4 The authority benefited will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.
- 5
 - 5.1 **authority benefited** means Integral Energy Australia and its successors (who may exercise its rights by any persons authorised by it).
 - 5.2 **easement site** means that part of the lot burdened that is affected by this easement.
 - 5.3 **electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system, and ancillary equipment.
 - 5.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.
 - 5.5 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).


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Authorised Person
Wollongong City Council

DP1079826


(Sheet 8 of 15 Sheets)


- 5.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 5.7 **structure** includes building, wall, retaining wall, carport, swimming pool, driveway, and fixed plant or equipment; but excludes garden furniture and garden ornament.

The terms implied by s 88A(2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded.

Terms of easement numbered 10 in the plan.

- 1 The authority benefited may:
 - 1.1 install electrical equipment within the easement site,
 - 1.2 excavate the easement site to install the electrical equipment.
 - 1.3 use the electrical equipment for the transmission of electricity,
 - 1.4 enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
 - 1.5 trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
 - 1.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.
- 2 In exercising its rights under this easement the authority benefited will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
- 3 The owner agrees that it will not:
 - 3.1 install or permit to be installed any services or structure within the easement site, or
 - 3.2 alter the surface level of the easement site, or
 - 3.3 do or permit to be done anything that restricts access to the easement site by the authority benefitedwithout the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.
- 4 The authority benefited will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.
- 5
 - 5.1 **authority benefited** means Integral Energy Australia and its successors (who may exercise its rights by any persons authorised by it).
 - 5.2 **easement site** means that part of the lot burdened that is affected by this easement.
 - 5.3 **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.
 - 5.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.


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Authorised Person
Wollongong City Council



DP1079826

(Sheet 9 of 15 Sheets)

- 5.5 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
- 5.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 5.7 **structure** includes building, wall, retaining wall, carport, driveway, fence, and swimming pool; but excludes garden furniture and garden ornament.

The terms implied by s 88A(2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded

Terms of restriction numbered 11 in the plan.

1. The owner will not erect or permit to be erected within the restriction site any building with less than a 120/120/120 fire rating without the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.
2. The owner will not erect or permit to be erected any swimming pool within the restriction site.
3. **"120/120/120 fire rating"** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

"authority benefited" means Integral Energy Australia (and its successors).

"erect" includes construct, install, build and maintain.

"owner" means the registered proprietor from time to time of the lot burdened (including those claiming under or through the registered proprietor).

"restricted site" means that part of the lot burdened subject to the restriction on the use of land.

Terms of restriction numbered 12 in the plan.

No building shall be erected or permitted to remain on any lot hereby burdened unless it satisfies the following acoustic requirements unless otherwise approved in writing by Wollongong City Council or an approved private certifier and otherwise in strict compliance with such conditions as that council of certifier may impose.

Walls

Brick Veneer

110 brickwork, internal timber stud frame faced with 13mm set plasterboard and lined with 'Bradford R2.0 Glasswool insulation or approved equivalent.


Roof/Ceiling

Tiled Roof

Roof tiles, timber trusses lined with 10mm plasterboard overlaid with 'Bradford' R2.0 Glasswool insulation.

Window/Door Glazing

In terms of nominal glazing requirements for glazed windows and doors within the residential dwellings in order to satisfy the internal design noise levels


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Authorised Person
Wollongong City Council



DP1079826

presented in AS2107-2000 ground floor windows and doors consisting of 6mm float glass with acoustic construction and first floor windows and doors consisting of 6.38mm laminated glass with acoustic construction are recommended. All windows and doors to be certified by manufacturer.

Table 1. Glazing and Rw Requirements

Lot	Façade	Road Traffic	
		Ground Floor	1 st Floor
4	North	28	30
	East	26	28
	South	n/a	n/a
	West	26	28
5	North	29	31
	East	29	31
	South	27	29
	West	27	29

NOTES

- (i) Individual window/door manufacturers should be consulted for a specific design solution to satisfy the recommended RW ratings in Table 1
- (ii) In the specification and selection of doors and windows, approved Q-Lon acoustic seals or equivalent shall be fitted to all doors/windows.
- (iii) In the installation of all window frames, all gaps around/between the frames and façade openings shall be sealed air-tight with silicon or similar non-hardening mastic prior to fitting any weather strips.

The required Rw ratings for windows/doors can be generally satisfied with the following glazing configurations assuming acoustic rated frames, acoustic perimeter seals and acoustic detailing for the installation. Albeit, manufacturers should be consulted to ensure the selected systems achieve the acoustic requirements.


Rw 18-24	4mm float glass
Rw 24-29	6mm float glass
Rw 29-32	6.38mm laminated glass
Rw 32-35	10.38mm laminated glass

Terms of restriction numbered 13 in the plan.

No building shall be erected or permitted to remain on any lot hereby burdened unless it satisfies the following acoustic requirements unless otherwise approved in writing by Wollongong City Council or an approved private certifier and otherwise in strict compliance with such conditions as that council of certifier may impose.

Walls

External walls of 110mm brickwork (all joints filled 100%) with an internal timber frame lined one (1) layer of 13mm gypsum plasterboard and 45mm thick "Bradford" Rockwool Batts (38kg/m³), or approved equivalent inserted in the wall cavity. Rw50.


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Authorised Person
Wollongong City Council



DP1079826

(Sheet 11 of 15 Sheets)

Roof Ceiling system

The composite roof/ceilings consisting of tiles laid over insulation and one (1) layer of 13mm gypsum plasterboard fixed to the underside of the ceiling joists. Insulation in the form of R 2.5 glass wool batts laid over the ceilings and between ceiling joists. The perimeter of the ceilings should be acoustically sealed to the wall lining. Rw 41.

External Doors

External timber doors not less than (60 kg/m²) 40mm solid core construction, fitted with "Raven" acoustic seals Rw 32.

Window/Door Glazing

The recommendations in Table 2 are for windows and doors installed in the living and bedroom located in the northern, eastern, western and southern facades of the dwellings. Glazing in all other rooms including non-habitable rooms should not be less than 6mm thick.

Additional Acoustic Requirements

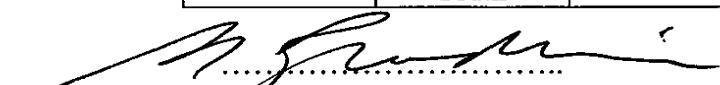
External masonry walls shall extend to the underside of the roof tiles for the purpose of controlling flanking noise via openings over the walls.

All joints and interfaces between elements of construction shall be detailed to reduce flanking (leaking) noise through 'tight' jointing and sealing/caulking with non-hardening mastic materials.

All penetrations through external walls shall be sealed/caulked with non-hardening mastic or equivalent.

Table 2. Glazing and Rw Requirements

Lot	Façade	Road Traffic		Rail Traffic	
		Ground Floor	1 st Floor	Ground Floor	1s Floor
1	North	22	24	22(L) 27(S)	28(L) 33(S)
	East	20	22	14(L) 19(S)	20(L) 25(S)
	South	n/a	n/a	22(L) 27(S)	28(L) 33(S)
	West	22	24	24(L) 29(S)	30(L) 35(S)
2	North	25	27	23(L) 28(S)	26(L) 31(S)
	East	23	25	13(L) 18(S)	16(L) 21(S)
	South	n/a	n/a	23(L) 28(S)	26(L) 31(S)
	West	23	25	23(L) 28(S)	26(L) 31(S)
3	North	27	29	21(L) 25(S)	24(L) 27(S)
	East	25	27	11(L) 15(S)	14(L) 17(S)
	South	n/a	n/a	21(L) 25(S)	24(L) 27(S)
	West	25	27	21(L) 25(S)	24(L) 27(S)
16	North			26(L) 29(S)	28(L) 31(S)
	East			18(L) 19(S)	18(L) 21(S)
	South			26(L) 29(S)	28(L) 31(S)
	West			26(L) 29(S)	28(L) 31(S)
17	North			28(L) 33(S)	30(L) 35(S)
	East			18(L) 23(S)	20(L) 25(S)
	South			28(L) 33(S)	30(L) 35(S)



 Authorised Person
 Wollongong City Council



DP1079826

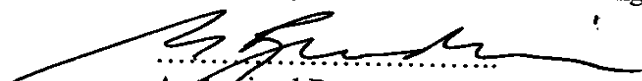
(Sheet 12 of 15 Sheets)

Lot	Façade	Road Traffic		Rail Traffic	
		Ground Floor	1 st Floor	Ground Floor	1s Floor
18	West			28(L) 33(S)	30(L) 35(S)
	North			28(L) 33(S)	30(L) 35(S)
	East			18(L) 23(S)	20(L) 25(S)
	South			28(L) 33(S)	30(L) 35(S)
	West			28(L) 33(S)	30(L) 35(S)
19	North			26(L) 31(S)	28(L) 33(S)
	East			16(L) 21(S)	18(L) 23(S)
	South			26(L) 31(S)	28(L) 33(S)
	West			26(L) 31(S)	28(L) 33(S)
	North			23(L) 28(S)	26(L) 31(S)
20	East			13(L) 18(S)	16(L) 21(S)
	South			23(L) 28(S)	26(L) 31(S)
	West			23(L) 28(S)	26(L) 31(S)
	North			23(L) 28(S)	26(L) 31(S)
	East			13(L) 18(S)	16(L) 21(S)
21	South			23(L) 28(S)	26(L) 31(S)
	West			23(L) 28(S)	26(L) 31(S)
	North			23(L) 28(S)	26(L) 31(S)
	East			13(L) 18(S)	16(L) 21(S)
	South			23(L) 28(S)	26(L) 31(S)
22	West			23(L) 28(S)	26(L) 31(S)
	North			23(L) 28(S)	26(L) 31(S)
	East			13(L) 18(S)	16(L) 21(S)
	South			23(L) 28(S)	26(L) 31(S)
	West			23(L) 28(S)	26(L) 31(S)
23	North			23(L) 28(S)	26(L) 31(S)
	East			13(L) 18(S)	16(L) 21(S)
	South			23(L) 28(S)	26(L) 31(S)
	West			23(L) 28(S)	26(L) 31(S)
	North			23(L) 28(S)	26(L) 31(S)
24	East			13(L) 18(S)	16(L) 21(S)
	South			23(L) 28(S)	26(L) 31(S)
	West			23(L) 28(S)	26(L) 31(S)
	North			23(L) 28(S)	26(L) 31(S)
	East			13(L) 18(S)	16(L) 21(S)
25	South			23(L) 28(S)	26(L) 31(S)
	West			23(L) 28(S)	26(L) 31(S)
	North			23(L) 28(S)	26(L) 31(S)
	East			13(L) 18(S)	16(L) 21(S)
	South			23(L) 28(S)	26(L) 31(S)
26	West			23(L) 28(S)	26(L) 31(S)
	North			23(L) 28(S)	26(L) 31(S)
	East			13(L) 18(S)	16(L) 21(S)
	South			23(L) 28(S)	26(L) 31(S)
	West			23(L) 28(S)	26(L) 31(S)
27	North			23(L) 28(S)	26(L) 31(S)
	East			13(L) 18(S)	16(L) 21(S)
	South			23(L) 28(S)	26(L) 31(S)
	West			23(L) 28(S)	26(L) 31(S)
	North			23(L) 28(S)	26(L) 31(S)
28	East			13(L) 18(S)	16(L) 21(S)
	South			23(L) 28(S)	26(L) 31(S)
	West			23(L) 28(S)	26(L) 31(S)
	North			23(L) 28(S)	26(L) 31(S)
	East			13(L) 18(S)	16(L) 21(S)

(L) living areas
 (S) sleeping areas

NOTES

(iv) Individual window/door manufacturers should be consulted for a specific design solution to satisfy the recommended RW ratings in Table 2



 Authorised Person
 Wollongong City Council



DP1079826

(Sheet 13 of 15 Sheets)

- (v) In the specification and selection of doors and windows, approved Q-Lon acoustic seals or equivalent shall be fitted to all doors/windows.
- (vi) In the installation of all window frames, all gaps around/between the frames and façade openings shall be sealed air-tight with silicon or similar non-hardening mastic prior to fitting any weather strips.

The required Rw ratings for windows/doors can be generally satisfied with the following glazing configurations assuming acoustic rated frames, acoustic perimeter seals and acoustic detailing for the installation. Albeit, manufacturers should be consulted to ensure the selected systems achieve the acoustic requirements.

Rw 18-24	4mm float glass
Rw 24-29	6mm float glass
Rw 29-32	6.38mm laminated glass
Rw 32-35	10.38mm laminated glass

Terms of restriction numbered 14 in the plan.


- a) No dwelling may be erected or permitted to remain on any lot burdened closer than 3.5 metres from the property boundary fronting a street, unless the dwelling fronts Haywards Bay Drive, where the dwelling must not be closer than 4.5m from the property boundary.
- b) No garage may be erected or permitted to remain on any lot burdened closer than 5.5 metres from the property boundary fronting a street.

Terms of restriction numbered 15 in the plan.

- a) No lot burdened shall be used or permitted to be used or occupied for any purpose other than as an Exhibition Display Home.
- b) No lot burdened shall be used or permitted to be used or occupied for the purposes of a private residential dwelling.
- c) No advertising structure, hoarding, sign, banner, flag or display shall be displayed on each Lot burdened, except as approved by Council and by Winten No.9 Pty Limited.
- d) No Lot burdened shall be transferred to any person without that person first having executed an Exhibition Village Management and Promotion Agreement or an Exhibition Village Investors Agreement and as approved by Winten No.9 Pty Limited.
- e) These restrictions shall cease to have effect upon the expiration of the Development Consent for an exhibition village and any extension by the Council to the Development Consent for an exhibition village.

Name of body empowered to release, vary or modify restriction numbered 15 in the plan.

Winten No.9 Pty Limited for the period up to and including the period of the Development Consent.


.....
Authorised Person
Wollongong City Council



DP1079826

(Sheet 14 of 15 Sheets)

Terms of restriction numbered 16 in the plan.

No Lot burdened shall remove, obstruct from public view or damage the entry feature walls and landscaping located within the lots without the written consent of Winten No.9 Pty Limited for the period of the Development consent for the Exhibition Village or any approved extension thereof.

Name of body empowered to release, vary or modify restriction numbered 16 in the plan.

Winten No.9 Pty Limited for the period up to and including the period of the Development Consent.

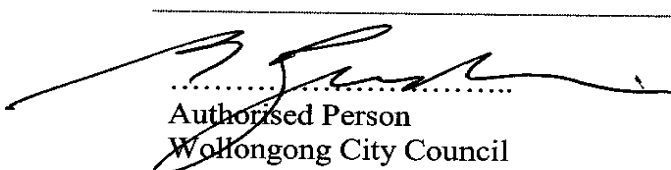
Terms of easement numbered 17 in the plan.

FULL AND FREE right for the proprietor(s) and authority in whose favour this easement is created and every person authorised by them from time to time and at any time to drain and/or retain water (whether rain, storm, spring soakage or seepage water) in any quantity within, across and through the site of the easement ("the site") TOGETHER WITH the right to construct, clean, repair and maintain ponds/basins or channels upon the site with any plant, machinery, vehicles, tools and implements necessary for this purpose AND to enter for the purpose of testing the structure and content of ponds, basins or channels and to carry out such further works as are necessary for the better operation of the ponds, basins or channels or to comply with the requirements of any statutory authority AND taking reasonable precautions to minimise any damage to the lot or disturbance to the proprietor of the lot burdened AND the proprietor will not permit or suffer any act or omission which may damage any of the structures and failing which shall immediately make good and repair such damage and the proprietor covenants with the parties benefited by the easement that the proprietor shall not without the consent of Wollongong City Council ("Council") or strictly in accordance with the terms of Council's approval:

- a) Erect, construct or place upon the site or permit to be erected, constructed or placed thereon any building or other structure or any premises whatsoever;
- b) Make or permit to be made any alteration to the surface levels of the site or interface with the drainage or retention of water.

Interpretation

For the purposes of this instrument, "Winten No.9 Pty Limited" means Winten No.9 Pty Limited, its nominees or assigns (other than purchasers of residential allotments) or any nominated architect or other expert, agent or consultant appointed by Winten No.9 Pty Limited or any member of the Winten Property Group of Companies.



.....
Authorised Person
Wollongong City Council



DP1079826

[Signature] (Sheet 15 of 15 Sheets)
Signature of Attorney
Name: Geoffrey Riethmuller
Position: Network Property Manager

Signed on behalf of Integral Energy Australia
by its Attorney pursuant to Power of Attorney
Book 4446 No 816 in the presence of:

[Signature]
Signature of witness
Name of witness
Michelle Atambay

URS6592
Date of execution 28 April 2005

c/- Integral Energy
51 Huntingwood Drive
Huntingwood 2148



THE COMMON SEAL of WINTEN NO.9 PTY LIMITED was affixed in the presence of:

Secretary/Director
[Signature]

Please print

[Signature]

Director

[Signature]

Please print

SIGNED SEALED AND DELIVERED
For and on behalf of
ST GEORGE BANK LIMITED
(A.C.N. 055 513 070) by its
attorneys under power of
attorney registered No. 125
Book 4182

[Signature]
ATTORNEY
Print Name: David Malcolm Matheson
Position Held: Credit Administration Manager

[Signature]
ATTORNEY
Print Name: Anita Quagliata
Position Held: Credit Analyst

[Signature]
WITNESS
Print Name: Kelley Cheng
Credit Analyst

THE COMMON SEAL OF THE COUNCIL
OF THE CITY OF WOLLONGONG
WAS HEREUNTO AFFIXED THIS
1ST DAY OF JUNE 2005
PURSUANT TO A RESOLUTION OF
THE COUNCIL PASSED ON THE
24TH DAY OF MAY 2004.
[Signature]
LORD MAYOR *[Signature]*
GENERAL MANAGER

[Signature]
Authorised Person
Wollongong City Council

REGISTERED 11-7-2005

SIGNATURES AND SEALS ONLY

The Commr. Seal of the RAIL AUTHORITY OF NEW SOUTH WALES was hereunto affixed in the presence of:-

M. Maasakker
 AUTHORIZED OFFICER
 Margot Christine Maasakker
 Corporate Secretary
C. A. Henderson
 Executive Director
 Safety
 Title

THE CONSENT OF THE STATE RAIL AUTHORITY TO DEFINITION OF RAILWAY BOUNDARY FURNISHED (SRA REF: 13109844)

Crown Lands Office Approval
 PLAN APPROVED
 Land District: _____
 Paper No.: _____
 Field Book: _____ pages

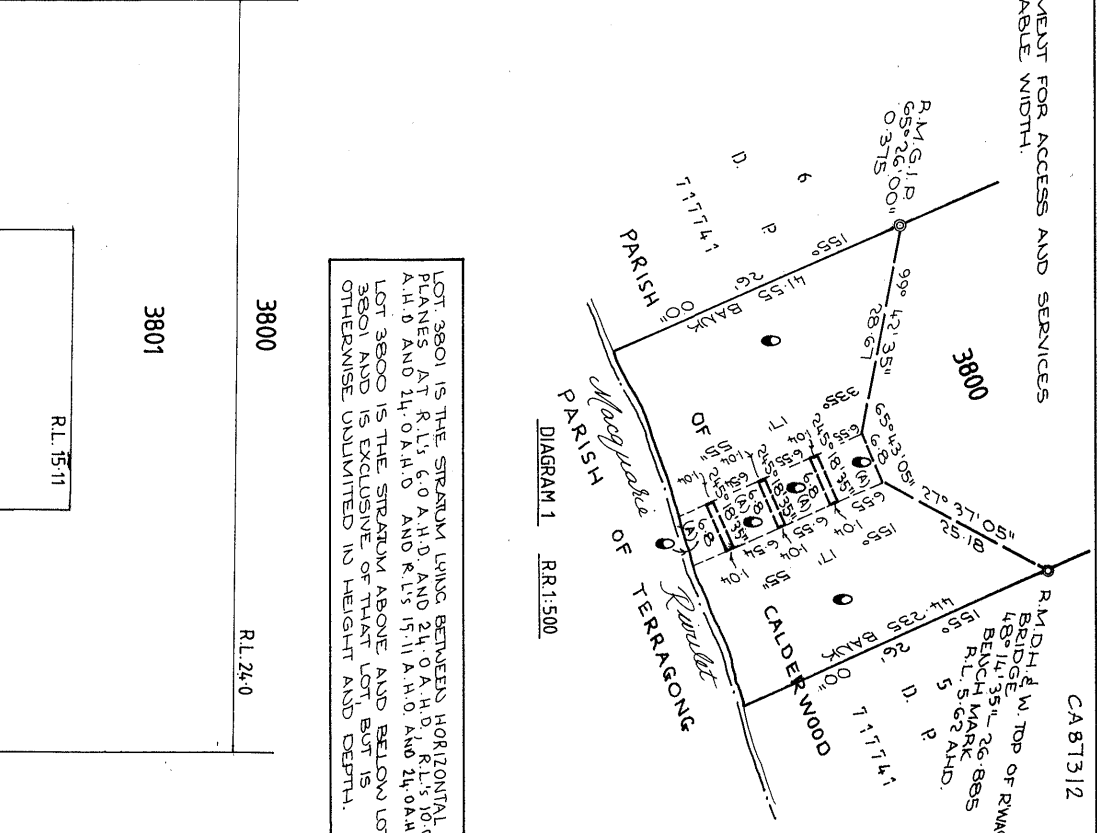
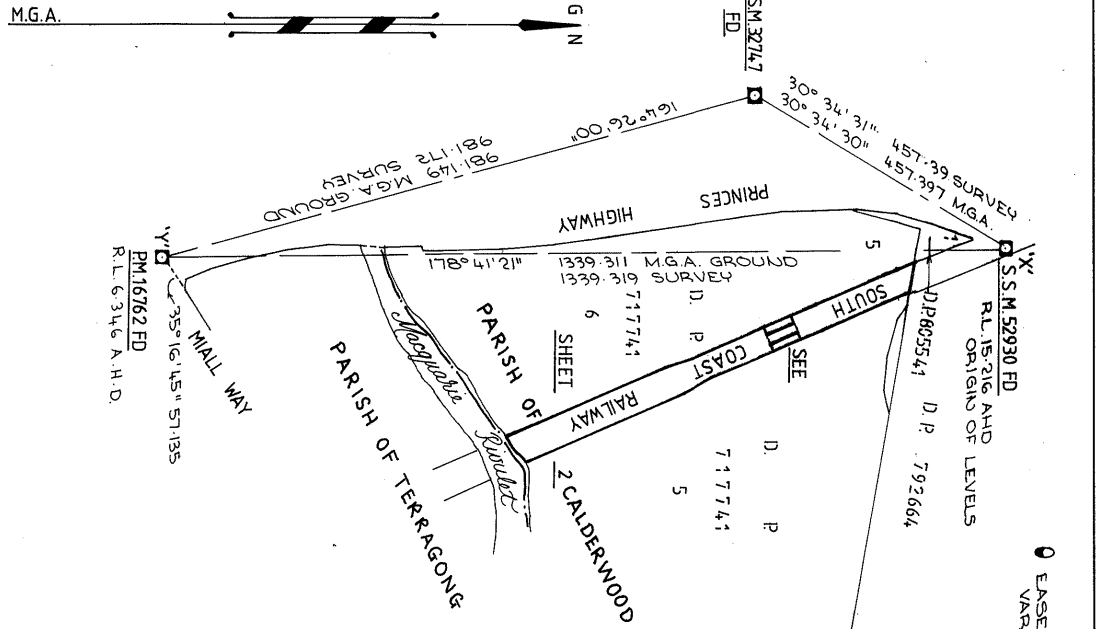
Subdivision Certificate
 I certify that the provisions of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed SUBDIVISION set out herein (insert subdivision number)

Authorised Person/General Manager/Principal Officer
 Consent Authority: WOLLONGONG CITY
 Date of endorsement: 9-11-01

Accreditation No.: 6896
 Subdivision Certificate No.: 6896
 Fee No. PR: 49857 E: 9250

When the plan is to be lodged electronically in the Land Titles Office it should include a signature in an electronic or digital format approved by the Registrar-General.
 *Dates whichever is inapplicable

REGISTRAR GENERAL
 SURVEYORS REFERENCE: 9924711 REPORT



SURVEY MARK	PRACTICE EASTING	REGULATIONS 1996 CLAUSE 32(2) NORTHING	1996 CLAUSE 32(2) TONE CLASS	ORDER	EST.
PM 16762	296 681.004	6 114 640 537	56	B	YES
SSM 52930	296 790.362	6 175 979.640	56	B	YES
SSM 32747	296 551.673	6 175 585.197	56	B	YES

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390
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DP1046401
 Registered: 18.12.2002
 Title System: OLD SYSTEM
 Purpose: SUBDIVISION
 Ref. Map: W7370-3#
 Last Plan: _____

PLAN OF SUBDIVISION OF PART OF THE LAND IN CONVEYANCE No 841 BOOK 311

LGA: WOLLONGONG
 Locality: YALLAH
 Parish: CALDERWOOD TERRAGONG
 County: LAMDEN

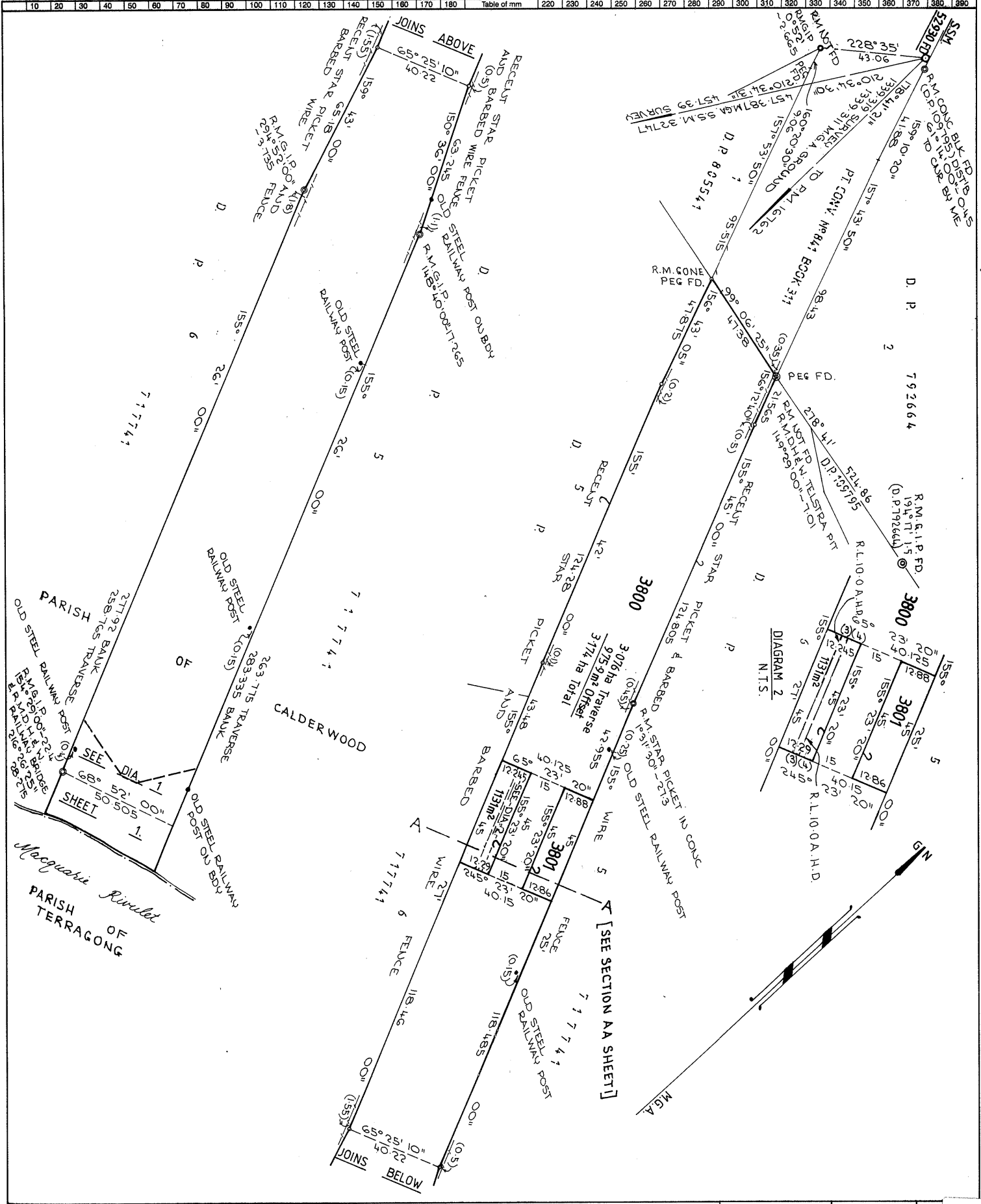
This is sheet 1 of my plan in 3 sheets.
 (Delete if inapplicable)

Surveyor (Practical Registration 1996)
 MASTER'S ASSOCIATES
 116 CARRINGTON STREET WOLLONGONG
 A SURVEY REGISTERED UNDER THE SURVEY ACT 1982
 The survey was made in accordance with the Survey Act 1982 and was completed on 26.10.2001
 The survey relates to LOTS 3800 AND 3801

(Here specify the date actually surveyed or specify any land Drain Line 'X' - 'Y' and the date of the survey)
 Zone: Suburban (General)
 Signature: *Calvin*
 Surveyor registered under the Survey Act 1982

Plans used in preparation of survey/completion
 DP 805541 DP 177741
 DP 792664 DP 109795

PANEL FOR USE ONLY for statements of intention to dedicate public roads to create public reserves, drainage easements, easements, restrictions on the use of land or restrictive covenants.
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:
 1) EASEMENT FOR ACCESS AND SERVICES VARIABLE WIDTH.



Plan Drawing only to appear in this space

DP1046401

Registered: 18/12/2002

This is sheet 2 of my plan in 3 sheets
 dated 26-10-2001

Surveyor registered under the Surveyors Act 1979

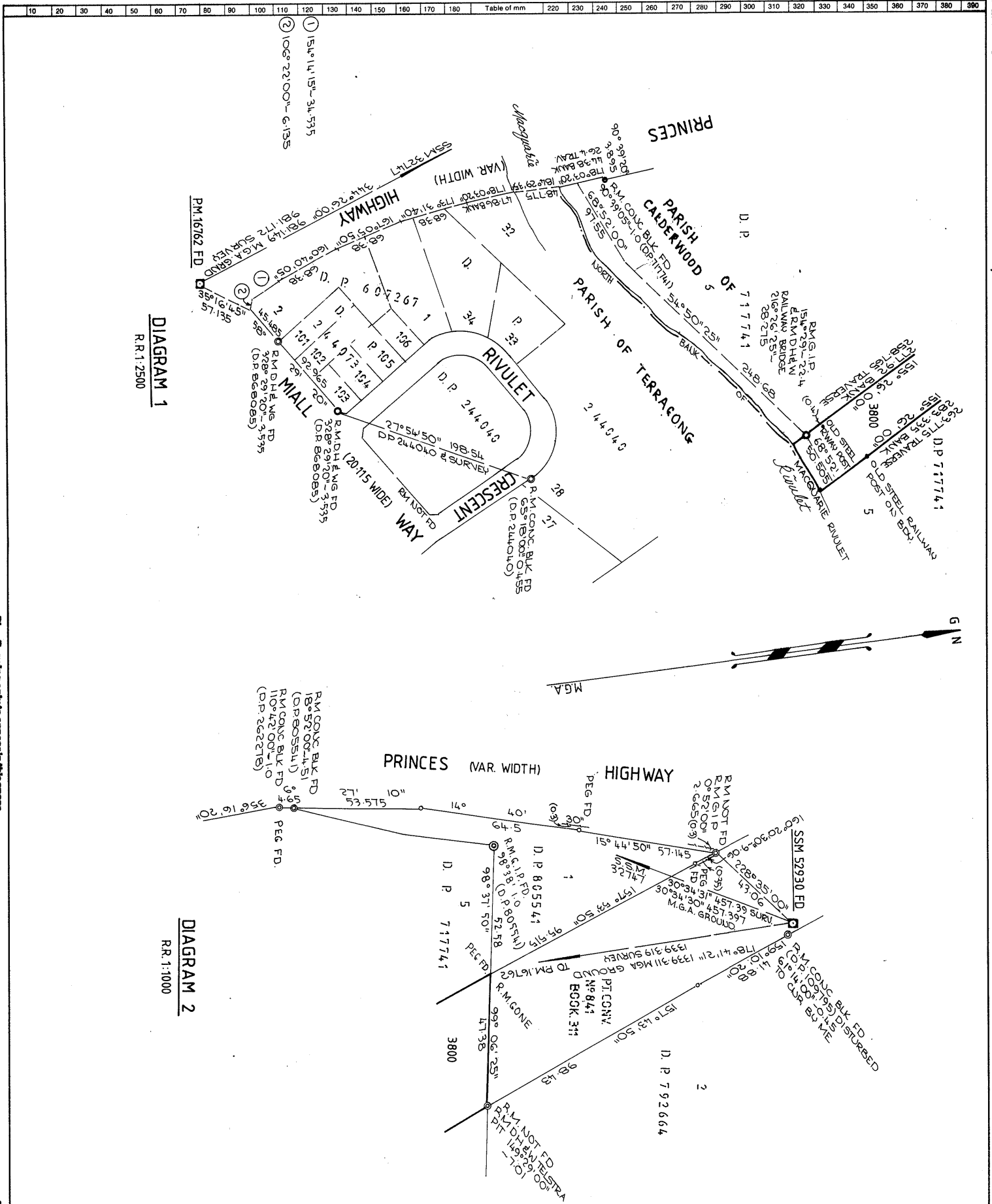
Authorized Person/General Manager/Accepted Certifier
 General Manager

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

The Common Seal of the plat...
 Margot Christine Maeseneke
 Corporate Secretary

C. A. Herminov
 Executive Director
 Safety

Reduction Ratio: 1:1000
 SURVEYOR'S REFERENCE: 3924711



DP1046401

Registered: 18.12.2002

This is sheet 3 of my plan in 3 sheets
 dated 26-10-2001

Surveyor registered from Surveyors Act 1929
G. G. G. G.

This is sheet of the plan of
 covered by subdivision certificate No.
 of
 AMEYDUNESTER
 LOST
 SECTION 1 MANAGER

Authorised Person/General Manager/Controlled Officer
 For use where space is insufficient in any panel on Plan Form 2

The Common Seal of STATE ELLI AUTHORITY
 OF NEW SOUTH WALES was hereunto affixed
 In the presence of
 Margot Christine Measaker
 Authorised officer
 Corporate Secretary

Rebecca
 C.A. Herwin
 Executive
 Director
 Safety

Reduction Ratio 1:

SURVEYORS REFERENCE: 3924711

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

Lengths are in metres

(Sheet 1 of 2 Sheets)

DP1046401

Plan of Subdivision of the land in Conveyance No. 841 Book 311 covered by Council's Certificate No 6896.. of 9-11-01

Full name and address of Registered Proprietor of the land:

State Rail Authority of New South Wales
Level 6, 18 Lee Street,
Sydney NSW 2000

Part 1

1. Identity of easement or restriction to be created firstly referred to in the abovementioned plan:

Easement for Access and Services variable width.

Schedule of Lots etc affected

Lots Burdened

Lots, Name of Road or Authority Benefited

Land described in Conveyance No. 841 Book 311 *β*

Lot 1 in Deposited Plan ⁸⁰⁵⁵⁴¹ ~~805441~~ and Lots 5 and 6 in Deposited Plan 717741 *

Part 2

and Services

1. Terms of Easement for Access, variable width firstly referred to in the abovementioned plan:

- a) a Right of Access within the terms of Part 14 of Schedule 8 of the Conveyancing Act 1919 with the addition that the purposes to pass across the burdened land are restricted to rural and recreational uses.

"Rural Uses" shall mean uses of the land hereby benefited related to or characteristic of the countryside including but not limited to agriculture and farming operations.

"Recreational Uses" shall mean any activity carried out on the land hereby benefited for the purpose of enjoyment and relaxation.

That part of the subject easement designated (A) on the plan is limited in height to Reduced Level 4.5 Australian Height Datum.

Wollongong City Council - General Manager/
Authorised Person

*B SHOULD READ PART BK 311 NO 841
NOW BEING LOT 3800
1/805541
AG.
* AUTO CONVEY. 6826-26
AG.*

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

Lengths are in metres

(Sheet 2 of 2 Sheets)

DP1046401

Plan of Subdivision of the land in
Conveyance No. 841 Book 311
covered by Council's Certificate
No. 6869... of 9.11.01.

- b) The full and free right for the owner of the benefited lands to enter upon the site of the subject easement with or without equipment to carry out works such as constructing, placing, repairing or maintaining pipes, wires, cables and conduits PROVIDED that the owner of the benefited land must ensure all work is done properly so as to cause as little damage as is practicable to the land burdened and any improvements on it and to restore the land as nearly as is practicable to its former condition and to make good any collateral damage.

The Common Seal of
Signed for and on behalf of

State Rail Authority of New South Wales

WAS AFFIXED HERETO.

In the presence of:

[Handwritten Signature]

Witness's Signature

[Handwritten Signature]

Authorised Officer for SRA
Margot Christine Maasackers
Corporate Secretary

CATHERINE A. HERRIMAN

Witness's Name (in block letters)

18 Lee Street Chippendale 2008 NSW

Witness's Address

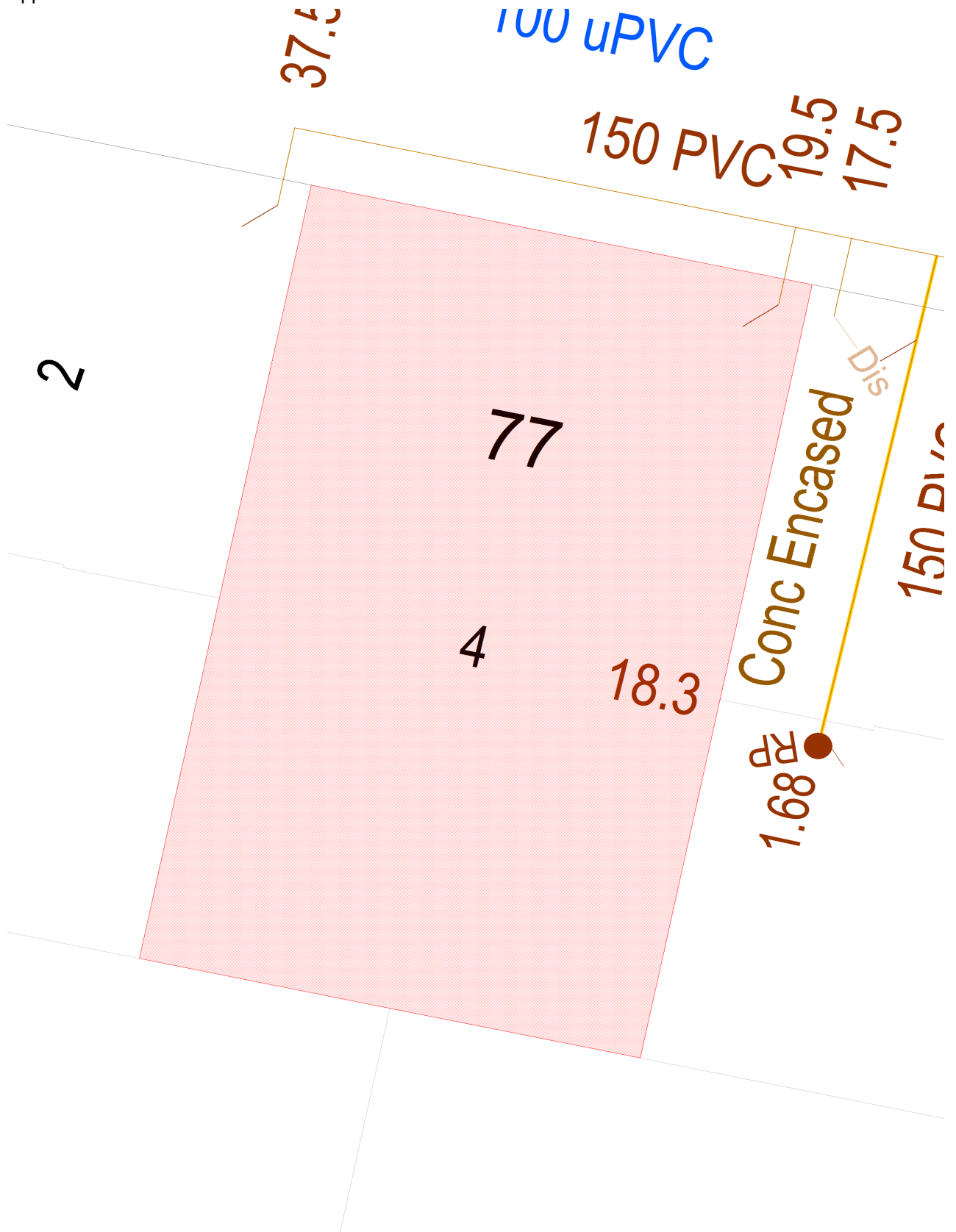
[Handwritten Signature]
Wollongong City Council – General Manager/
Authorised Person

REGISTERED



[Handwritten Signature] 18.12.2002.

Service Location Print
Application Number: 8003073134



Document generated at 16-01-2024 08:00:23 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

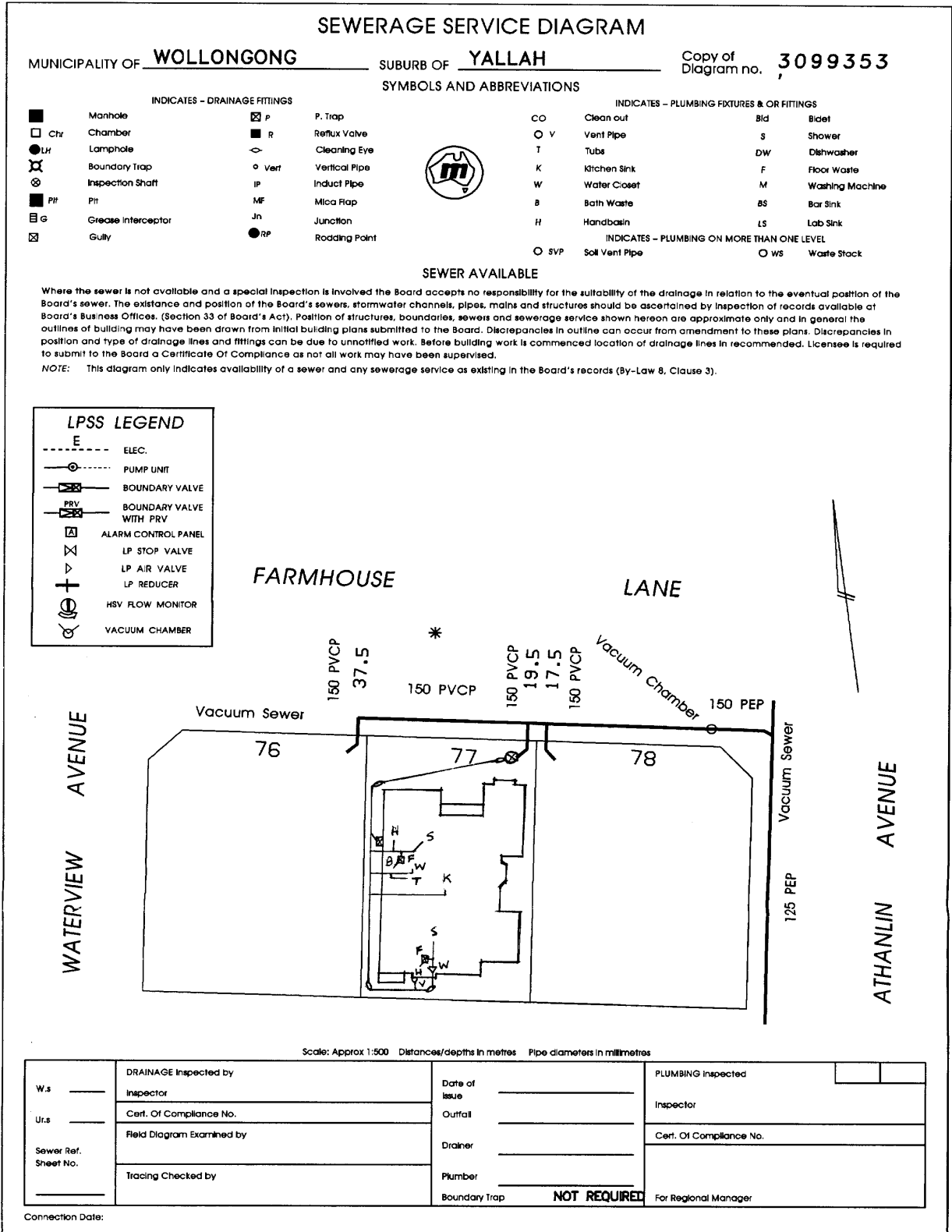
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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: 8003073128



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**.

InfoTrack
Level 8, 135 King Street
Sydney NSW 2000

REFERENCE	CERT-2024/173
Issued	16-Jan-2024
Certificate Type	Section 10.7(2)
Your Reference	24003
Council Property Reference	382100

PLANNING CERTIFICATE

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

PROPERTY DETAILS	Legal	
	Description	Lot 77 DP 1079826
	Location	4 Farmhouse Lane HAYWARDS BAY NSW 2530

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

SECTION 10.7 (2) DETAILS

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

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

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

Wollongong Local Environment Plan 2009

Wollongong Development Control Plan 2009

State Environmental Planning Policies

State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Precincts - Regional) 2021
State Environmental Planning Policy (Exempt and Complying) 2008
State Environmental Planning Policy (Building Sustainability Index BASIX) 2004
State Environmental Planning Policy (Sustainable Buildings) 2023

(2) The name of each proposed environmental planning instrument and draft development control plan which is or has been subject to community consultation or public exhibition under the Act that will apply to the carrying out of development on the land.

Explanation of Intended Effect

Draft Development Control Plan 2009 Review

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

B4 Development in Business Zones – Wilga Street Block Corrimal

C17 Telecommunications and Radio Communication Facilities

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

D16 Draft Neighbourhood Plan – Elm Park

D16 Draft Neighbourhood Plan - Marshall Vale/Duck Ck

D16 Draft Neighbourhood Plan – Iowna

D15 Draft Neighbourhood Plan – BlueScope

E12 Bush Fire Management

(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if –

- (1) It has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
- (2) For a proposed environmental planning instrument, the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

(4) In this section –

***proposed environmental planning instrument* means a draft environmental planning instrument and includes a planning proposal for a Local Environmental Plan.**

2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described -

Wollongong Local Environment Plan 2009

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described –

(a) the identity of the zone (see below)

(b) the purposes for which development in the zone (see below) -

- i. may be carried out without development consent

ii. may not be carried out except with development consent

iii. is prohibited

R2 Low Density Residential

1. Objectives of zone

- To provide for the housing needs of the community within a low density residential environment,
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2. Permitted without consent

Home occupations.

3. Permitted with consent

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

4. Prohibited

Any development not specified in item 2 or 3

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

Demolition of a building or work requires consent see Clause 2.7 of Wollongong Local Environmental Plan 2009.

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

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

(c) Whether additional permitted uses apply to the land -

Nil

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

Refer to State Environmental Planning Policy applying to this land.

(e) Whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016 -

Nil

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

Nil

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

Nil

3. CONTRIBUTION PLANS

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans;

Contributions Plan

Wollongong City-Wide Development Contributions Plan 2023

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

Draft Contributions Plan

Nil

(2) If the land is in a region within the meaning of the Act, Division 7.1 Subdivision 4

(a) the name of the region, and

(b) the name of the Ministerial planning order in which the region is identified.

(a) Illawarra-Shoalhaven region

(b) *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023*

(3) If the land is in special contributions area to which a continued 7.23 determination applies, the name of the area

Nil

(4) In this section –

Continued 7.23 determination mean a 7.23 determination that –

(a) has been continued in force by the Act, Schedule 4, Part 1 and

(b) has not been repealed as provided by that part.

Note – The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4. COMPLYING DEVELOPMENT

(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)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (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) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) 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) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

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

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

(3) The land is identified on an **Acid Sulphate Soils Map as being Acid Class 1 or Acid Class 2 (or both)**. A restriction applies to the land, but may not apply to all of the land. Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

5. EXEMPT DEVELOPMENT

- (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)–(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (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) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) 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.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land

Lot 77 DP 1079826

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

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

Part 2 - Exempt Development Code

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

- (1) Whether the council is aware that -
 - (a) an affected building notice is in force in relation to the land, or
 - (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

(2) In this section -

affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4.

building product rectification order has the same meaning as in the Building Products (Safety) Act 2017

Nil.

7. LAND RESERVED FOR AQUISITION

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

Nil

8. ROAD WIDENING AND ROAD REALIGNMENT

Whether the land is affected by road widening or road realignment under –

(a) the Roads Act 1993, Part 3, Division 2, or

(b) an environmental planning instrument, or

(c) a resolution of the council

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

a. Division 2 of Part 3 of the *Roads Act 1993*, or

b. any environmental planning instrument, or

c. any resolution of the Council.

9. FLOOD RELATED DEVELOPMENT CONTROLS

(1) If the land or part of the land is within the flood planning area and is subject to flood related development controls.

Lot 77 DP 1079826

Council's current flood maps do not show that the land or part of the land is located within a flood planning area. If any aspect of the land, or part of it, includes such matters as the presence of a watercourse or overland flow path, the services of a suitably qualified engineer should be obtained to determine if flood related controls apply. Further flood information relating to this land may be available by application under section 10.7(5) of the Environmental Planning & Assessment Act 1979.

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

Lot 77 DP 1079826

Council's current flood maps do not show that the land or part of the land is between the flood planning area and probable maximum flood area. If any aspect of the land, or part of it, includes such matters as the presence of a watercourse or overland flow path the services of a suitably qualified engineer should be obtained to determine if flood related controls apply. Further flood

information relating to this land may be available by application under section 10.7(5) of the Environmental Planning & Assessment Act 1979.

(3) In this clause -

flood planning area has the same meaning as in the Flood Risk Management Manual.

Floodplain Risk Management Manual means the *Flood Risk Management Manual*, ISBN 978-1-923076-17-4 published by the NSW Government in June 2003.

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

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

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

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

(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding -

- Council has adopted Clause 7.10 of Wollongong Local Environmental Plan 2009 – Development in Areas subject to airport noise.
- Council has adopted Chapter E20 of Wollongong Development Control Plan 2009 – Contaminated Land Management.
- Council has adopted “Wollongong Development Control Plan 2009 – Chapter E12 Geotechnical Assessment”.
- Council has adopted Acid Sulfate Maps.
- Council has adopted “Wollongong Development Control Plan 2009 – Chapter E16 Bushfire Management”. The Rural Fire Service has endorsed the Bush Fire Prone Land map.
- Unhealthy Building Land Policy, adopted by the Environmental Protection Authority.
- Council has adopted Wollongong City Council Coastal Zone Study (Cardno, Lawson, Treloar 2010).

(2) In this section - **adopted policy** means a policy adopted –

- (a) by the council, or
- (b) 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

(1) If any of the land is bush fire prone land, 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 bush fire prone land

(2) If none of the land is bush fire prone land, a statement to that effect

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

12. LOOSE-FILL ASBESTOS INSULATION

If the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect

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

Nil

13. MINE SUBSIDENCE

Whether the land is declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

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

14. PAPER SUBDIVISION INFORMATION

- (1) The name of a development plan adopted by a relevant authority that—
 - (a) applies to the land, or
 - (b) is proposed to be subject to a ballot.

Nil

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

Not Applicable.

- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15. PROPERTY VEGETATION PLANS

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

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

16. BIODIVERSITY STEWARDSHIP SITES

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by Biodiversity Conservation Trust.

Note - Biodiversity stewardship agreements include 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.

Nil

17. BIODIVERSITY CERTIFIED LAND

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

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

Nil

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

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

Council has not been notified of an order.

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

(1) If the *Coastal Management Act 2016* applies to the council, whether the owner, or a 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.

(2) In this section -

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.

Nil

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

Whether under State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 the land is -

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Policy, clause 19, or
- (b) shown on the Lighting Intensity and Wind Shear Map, or
- (c) shown on the Obstacle Limitation Surface Map, or
- (d) in the “public safety area” on the Public Safety Area Map, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

Not Applicable.

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

If *State Environmental Planning Policy (housing) 2021*, chapter 3, Part 5 applied to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that policy, clause 88(2);

Nil

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

- (1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate -
 - a) the period for which the certificate is current, and
 - b) that a copy may be obtained from the Department.
- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1).
- (3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).
- (4) In this section— **former site compatibility certificate** means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*

Nil

CONTAMINATED LAND MANAGEMENT ACT 1997

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

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

Council has **not** been advised that:

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

OTHER INFORMATION

Illawarra Shoalhaven Regional Plan

The Department of Planning, Industry and Environment released the Illawarra Shoalhaven Regional Plan 2041.

Obstacle Limitation

The land is subject to a 52 metre Australian Height Datum Obstacle Limitation Surface due to operational requirements of Illawarra Regional Airport. Special consideration should be given to any structure which breaches this level.

Bushfire

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

GENERAL INFORMATION

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

1. Tree Management Policy

Wollongong DCP Chapter E17 - Tree and Vegetation Management along with Council's Tree Management Policy outline Council's requirements for the preservation and management of trees and other vegetation within the Wollongong Local Government Area. A person must not undertake clearing, pruning or removal of a declared tree or vegetation without development consent through a Development Application, or a Permit granted by Council.

A declared tree is defined as -

- a) Five (5) metres or more in height; or
- b) Have a diameter of 30 cm (300mm) or more measured at ground level.

Please note that:

- A permit is also required for any dead or dying trees.
- Pruning of major structural roots or anchor roots are also subject to a Permit.

Some trees may be exempt and do not require a permit to prune and/or remove them.

Information on permit and development application requirements, including other exemptions please refer to the Wollongong Development Control Plan Chapter E17 – Tree and Vegetation Management.

Further information regarding a tree permit application process and trees and development can be obtained from Council's website: <http://www.wollongong.nsw.gov.au/trees> or by contacting Council's Customer Service on 4227 7111.

2. Termite Management for Buildings

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

3. Lead Paint and Building Renovations

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

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

4. Sewage Management Systems

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

5. Asbestos

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

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

6. Building Product Use Ban

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

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

This document is authorised by:

LIS Information Officer - Section 10.7 Planning Certificates

Wollongong City Council

Telephone (02) 42277111

SECTION 66W CERTIFICATE

I,
of , , certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 4 FARMHOUSE LANE HAYWARDS BAY NSW 2530 from THANH HUNG NGUYEN, THI VAN BICH MY HO to in order that there is no cooling off period in relation to that contract;
3. I do not act for THANH HUNG NGUYEN, THI VAN BICH MY HO and am not employed in the legal practice of a solicitor acting for THANH HUNG NGUYEN, THI VAN BICH MY HO nor am I a member or employee of a firm of which a solicitor acting for THANH HUNG NGUYEN, THI VAN BICH MY HO is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Date:

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;

- (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 22.
- (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.