

Contract for the sale and purchase of land - 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	SG Build Pty Ltd T/as Sian Silk-King Property PO Box 1634 NOWRA NSW 2541 Email: sian.silk-king@smileelite.com	phone 0431578515 Fax Ref Sian Silk-King
co-agent	Smile Elite Real Estate Pty Ltd T/as Smile Real Estate	phone fax ref
vendor	DAVID MCGREGOR SIMPSON and JENNIFER MARY SIMPSON	
vendor's solicitor	FAIRFAX LAWYERS Suite 403, Level 4, 29-31 Solent Circuit, Norwest NSW 2153 PO Box 7847 BC, Baulkham Hills NSW 2153 email: conveyancing@fairfaxlaw.com.au	phone 02 9841 0000 fax 02 8850 2363 ref KJF:2022244
date of completion	42nd day after the contract date (clause 15)	
Land (address, plan details and title reference)	3 CALYMEA STREET, NOWRA HILL NSW 2540 Registered Plan: Lot 13 in Deposited Plan 29970 Folio Identifier 13/29970	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input checked="" 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 checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input checked="" type="checkbox"/> other documents: see items 58 in the List of Documents	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> ceiling fans <input checked="" type="checkbox"/> other: Smoke alarm, wall oven and cook top	<input checked="" type="checkbox"/> clothes line <input type="checkbox"/> curtains <input checked="" type="checkbox"/> dishwasher <input type="checkbox"/> EV charger	<input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> light fittings <input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> range hood <input type="checkbox"/> solar panels <input type="checkbox"/> stove <input checked="" type="checkbox"/> TV antenna
exclusions				
purchaser				
purchaser's				
<input type="checkbox"/> solicitor				
<input type="checkbox"/> conveyancer				
	email:	phone fax ref		
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date		(if not stated, the date this contract was made)		

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares

~~GST AMOUNT (optional) The price includes GST of \$~~

buyer's agent

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

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit bond** ☒ NO ☐ yes

Nominated Electronic Lodgment Network ELN (clause 4) PEXA

Manual transaction (clause 30) ☒ NO ☐ yes

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

Parties agree that the deposit be invested (clause 2.9) ☒ NO ☐ yes

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*: ☒ 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 contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

\$

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

List of Documents

<p>General</p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewerage lines location diagram (sewerage service diagram)</p> <p><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</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input checked="" type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure and warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p>Strata or community title (clause 23 of the contract)</p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata – lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement – off the plan contract</p> <p><input type="checkbox"/> 59 other documents relevant to off the plan contract</p> <p>Other</p> <p><input checked="" type="checkbox"/> 60 Other: Complying Development Certificate Number 220423/01</p>
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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	NSW Department of Education
Australian Taxation Office	NSW Fair Trading
Council	Owner of adjoining land
County Council	Privacy
Department of Planning and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land and Housing Corporation	Transport for NSW
Local Land Services	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the 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 *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.
- 7 Claims by purchaser**
- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

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

3 Calymea Street, Nowra Hill

SPECIAL CONDITIONS

33. The purchaser does not rely in this purchase upon any warranties or representation made by the vendor or any person on behalf of the vendor with or without the vendor's knowledge other than those which are specifically contained in this Contract or are precluded pursuant to any Statute or Regulation or Rule thereunder from being excluded. The purchaser relies entirely on own inspection of the property and inclusions referred to hereunder and accepts the property and the inclusions in their present conditions and state of repair including any defects patent or latent. The purchaser shall not call upon the vendor to carry out any repairs, modifications or alterations. This clause will not merge on completion but will continue thereafter for the benefit of the vendor.
34. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included herein should any party prior to completion die, become bankrupt or have his estate dealt with under the laws relating to mental health then the other party may rescind this Contract by notice in writing to that party or his solicitors named herein whereupon this Contract shall be at an end and the provisions of Clause 19 hereof shall apply.
35. The parties hereto acknowledge and agree that fourteen (14) days from the date of service of a Notice to Complete this Contract, such notice making the time for completion of the essence, shall be reasonable and sufficient period for the party upon whom the notice is served to comply therewith.
36. Notwithstanding Clause 2 above the purchaser acknowledges and hereby authorises the vendor's Agent or Solicitor to release such amount of the deposit as may be required by the vendor for the deposit on the purchase of any property or for the payment of stamp duty in relation thereto subject to such payment of deposit or stamp duty being made accordingly. This clause shall not prejudice the rights of the purchaser in the event of his lawful rescission of this Contract and the vendor shall refund to the purchaser the whole of the deposit within one (1) month after such rescission.
37. The purchaser agrees to pay to the vendor interest in the sum of ten point five percent (10.5%) per annum on all amounts outstanding under this Contract calculated on a daily basis from the date specified for completion in the Contract up to and including the date of settlement provided any delay is not the fault of the vendor and the vendor shall be under no obligation to complete this Contract until such time as the interest incorporated in this clause is paid.
38. Despite clause 2.2 the deposit must be paid as follows:
- (a) as to \$ _____ as provided in clause 2.2; and
 - (b) as to the balance of \$ _____ immediately on service of the notice to complete referred to in clause 15 or, if no such notice has been served, then on completion.
39. Notwithstanding Clause 11 In the event that the property has a pool to which the Swimming Pools Act 1992 applies the purchaser acknowledges that a certificate

is annexed to this contract in accordance with the Conveyancing (Sale of Land) Regulation 2010. In the event that the certificate is a Certificate of Non-Compliance the vendor states that the property is sold in the condition in which it exists at the time of entering the contract and purchaser acknowledges that the vendor shall not be carrying out any work in respect of the non-compliance and the purchaser shall not call on the vendor to carry out any such work and shall not be entitled to delay settlement nor have any right, requisition or claim for compensation in respect of any such non-compliance.

40. Notwithstanding clause 31, and where required at law, no less than 7 days prior to the date stipulated for completion the vendor shall provide to the purchaser a Foreign Resident Capital Gains Withholding Clearance Certificate issued by the Australian Taxation Office (ATO). Providing such certificate is provided by the vendor by such date the purchaser shall not withhold 12.5% of the purchase price (or such other amount as may be required from time to time) in respect of Foreign Resident Capital Gains Withholding and the purchaser shall pay to the vendor, or as the vendor or the vendor's solicitor may direct in writing, on completion the whole of the amount required to be paid by the purchaser under the terms of this contract.
41. The vendor discloses and the purchaser is aware that there is an unregistered Easement for Water Supply on the property along the boundary that adjoins Albatross Road. The Easement is approximately nine meters wide and is for 220mm pipeline – see diagram attached and marked "A".

The purchaser warrants that the purchaser has inspected the property being purchased and relies on his own enquiries.

The purchaser cannot make a claim, objection or requisition or rescind or terminate in respect of anything disclosed in this special condition.

The disclosures made in this clause are made for the purpose of Section 55 of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2010.

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.

FP. 107845
H/14608 Plan 2 of 2 Plans.
Municipality of Shoalhaven

"A"

Shoalhaven PLAN Water Supply

FP. 107845

of
Easement for Pipeline
PARISH OF NOWRA COUNTY OF ST. VINCENT

Scale: 400 feet to an inch

FEET	INCHES	FEET	INCHES	FEET	INCHES	FEET	INCHES	FEET	INCHES
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CONVERSION TABLE ADDED BY DEPARTMENT OF LANDS	FEET INCHES	METERS
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2	0	0.6096
3	0	0.9144
4	0	1.2192
5	0	1.5240
6	0	1.8288
7	0	2.1336
8	0	2.4384
9	0	2.7432
10	0	3.0480
11	0	3.3528
12	0	3.6576
13	0	3.9624
14	0	4.2672
15	0	4.5720
16	0	4.8768
17	0	5.1816
18	0	5.4864
19	0	5.7912
20	0	6.0960
21	0	6.4008
22	0	6.7056
23	0	7.0104
24	0	7.3152
25	0	7.6200
26	0	7.9248
27	0	8.2296
28	0	8.5344
29	0	8.8392
30	0	9.1440
31	0	9.4488
32	0	9.7536
33	0	10.0584
34	0	10.3632
35	0	10.6680
36	0	10.9728
37	0	11.2776
38	0	11.5824
39	0	11.8872
40	0	12.1920
41	0	12.4968
42	0	12.8016
43	0	13.1064
44	0	13.4112
45	0	13.7160
46	0	14.0208
47	0	14.3256
48	0	14.6304
49	0	14.9352
50	0	15.2400
51	0	15.5448
52	0	15.8496
53	0	16.1544
54	0	16.4592
55	0	16.7640
56	0	17.0688
57	0	17.3736
58	0	17.6784
59	0	17.9832
60	0	18.2880
61	0	18.5928
62	0	18.8976
63	0	19.2024
64	0	19.5072
65	0	19.8120
66	0	20.1168
67	0	20.4216
68	0	20.7264
69	0	21.0312
70	0	21.3360
71	0	21.6408
72	0	21.9456
73	0	22.2504
74	0	22.5552
75	0	22.8600
76	0	23.1648
77	0	23.4696
78	0	23.7744
79	0	24.0792
80	0	24.3840
81	0	24.6888
82	0	24.9936
83	0	25.2984
84	0	25.6032
85	0	25.9080
86	0	26.2128
87	0	26.5176
88	0	26.8224
89	0	27.1272
90	0	27.4320
91	0	27.7368
92	0	28.0416
93	0	28.3464
94	0	28.6512
95	0	28.9560
96	0	29.2608
97	0	29.5656
98	0	29.8704
99	0	30.1752
100	0	30.4800

DIAGRAM B
Not to Scale

DIAGRAM C
Not to Scale

This is the ANNEXURE MARKED "B"
RETURN to the TRANSFER OFFICE dated 1/12/1958.

I certify that this plan has been compiled from the information in 50334 (1) and is correct.

Date of Survey 11th Dec. 1954

FP. 107845

107845 MEMORANDUM AND/OR ADDITIONS SENT ON PLAN TO REGISTER GENERAL'S OFFICE. 1. Bruce Richard Davies, Registrar General for New South Wales, certifies that this register is a photograph made as a permanent record of a document in his custody this 3rd day of September, 1960 _____ Registrar General

06 October 2022

Our reference: 220423

Andrew Goodman
88 Walsh Cres
North Nowra NSW 2541

Dear Sir/Madam,

Re: 3 Calymea Street, Nowra Hill NSW 2540

Complying Development Certificate No.: 220423/01

Enclosed is a copy of the approved **Complying Development Certificate** for the subject development, and a copy of the stamped plans. One copy of each has been forwarded directly to Shoalhaven City Council for their records.

The Notice of Appointment of Principal Certifying Authority and Commencement of Building Work form is required to be submitted to the Consent Authority (Council) 48 hours prior to commencement of building work. Bacchus Partners Pty Ltd will attach this information to your project file. You must forward a copy of the "Notice of Commencement" to Council and if the project is "residential" attach the "Home Owner's Warranty or Owner Builder Certificate". The lodgement of the Notice of Commencement form is the responsibility of the owner or applicant to fulfil.

The PCA role to be undertaken by Bacchus Partners Pty Ltd will require inspections and certification. Please have the Owner/Builder liaise with our Accredited Certifier, Paul Bacchus, prior to commencement of the work.

Should you need to discuss any issues, please do not hesitate to contact the undersigned on the above numbers.

Yours sincerely,



Paul Bacchus
Accredited Certifier
Bacchus Partners Pty Ltd

ABN: 28 608 387 748

COMPLYING DEVELOPMENT CERTIFICATE 220423/01
PROJECT REFERENCE 220423

Issued under Part 4 of the Environmental Planning and Assessment Act 1979 Section 4.28

APPLICANT DETAILS

Applicant:	Crescent Home Plan and Design
Address:	88 Walsh Cres, North Nowra NSW 2541
Phone:	44210323

OWNER DETAILS

Name of the person having benefit of the development consent:	David Simpson
Address:	3 Calymea Street, Nowra Hill NSW 2541
Phone:	0418468323

COMPLYING DEVELOPMENT CONSENTS

Consent Authority / Local Government Area:	Shoalhaven City Council
Relevant Planning Instrument Decision Made Under:	SEPP (Exempt & Complying Development Codes) 2008, Part 4
Date of Determination	06/10/2022
Complying Development Certificate Number:	220423/01

Lapse date: Section 4.29 of the Environmental Planning and Assessment Act 1979 stipulates that this certificate will lapse within 5 years if not physically commenced on the stated land to which this certificate applies. Section 4.19 is applicable.

PROPOSAL

Address of Development:	3 Calymea Street, Nowra Hill NSW 2540
Lot/DP:	13 DP29970
Land Use Zone:	RU2
Building Classification/s:	1a
Scope of Building Works Covered by this Certificate:	Internal Alterations
Value of Construction (incl. GST)	\$49,500.00
Plans and Specifications approved:	Refer Schedule 1: Approved Plans and Specifications
Fire Safety Schedule:	N/A
Conditions:	See Conditions attached
Exclusions:	
Critical stage inspections:	See attached Notice

CERTIFYING AUTHORITY

Accredited Certifier:	Paul Bacchus
Accreditation Body and Registration Number:	NSW Fair Trading BDC2046

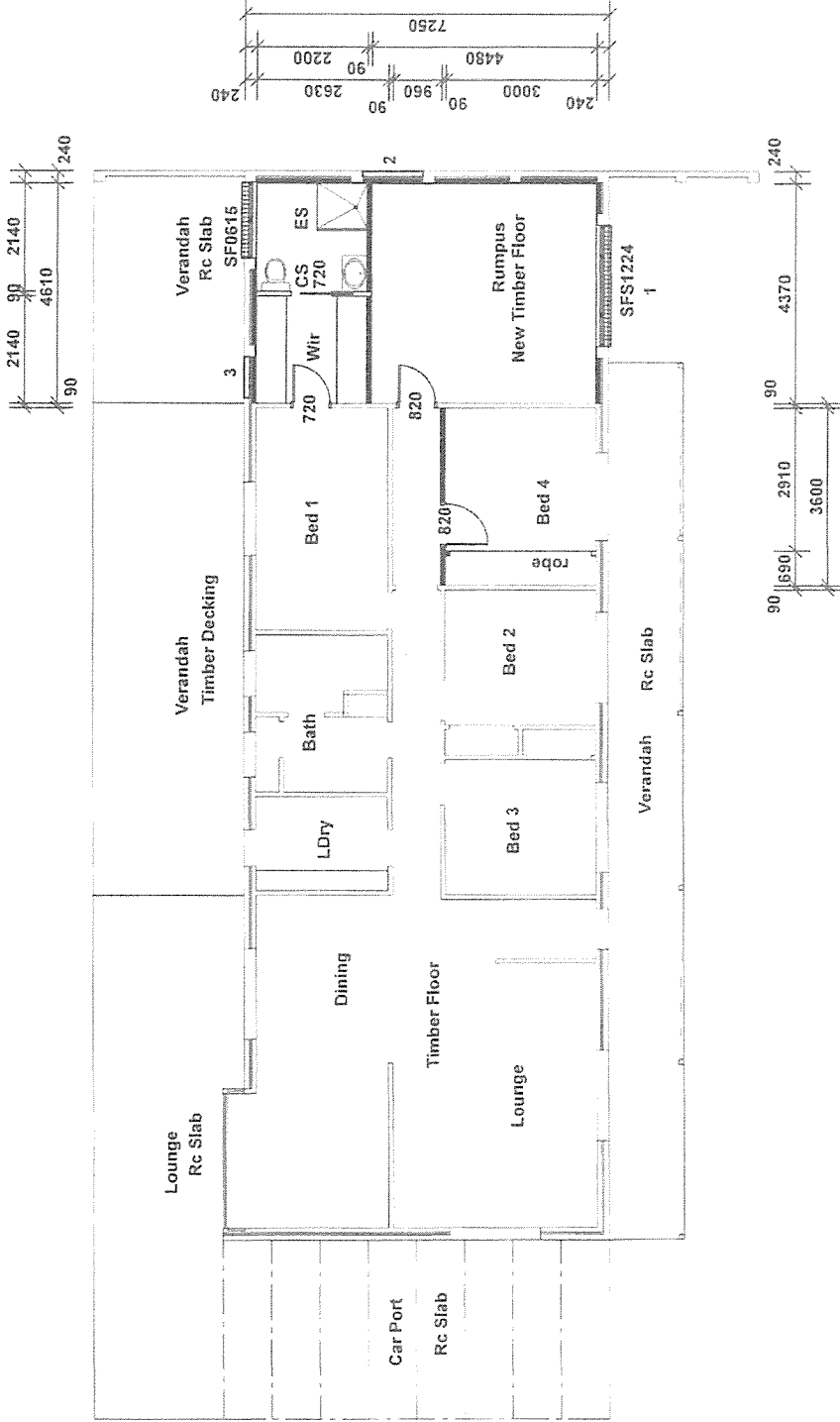
I, Paul Bacchus, as the certifying authority, certify that the work if completed in accordance with the plans and specifications identified in Schedule 1 (with such modifications verified by the certifying authority as may be shown on that documentation) will comply with the requirements of the Environmental Planning & Assessment Regulation 2000 as referred to in section 84A of the Environmental Planning and Assessment Act 1979.

Dated: 06/10/2022



Paul Bacchus

N.B. Prior to the commencement of work CI 136 Environmental Planning and Assessment Regulations 2000 must be satisfied.



FLOOR PLAN

Builders must verify all boundaries, levels, locations of easements & on site services prior to setout
Crescent Home Plans shall not be responsible for any misconstruction or warrant the construction in any way. Unauthorized use of this document in any form is prohibited. All work comply with local authority & all other relevant authorities requirements

PROJECT: INTERNAL ALTERATIONS

Lot 13 Dp 29970
NO 3 Calymea Street
Nowra Hill
SIMPSON

CRESCENT HOME

Plan & Design Service
DESIGN & BUILDING CONSULTANTS
88 Walsh Crescent North Nowra
Ph (02) 44210323
E-Mail crshome@bigpond.net.au
www.crescenthomeplans.com.au

Check all dimensions & windows on site before fabricating any item. All site levels & conditions are to be confirmed on site
Figured Dimensions take preference to Scale DO NOT SCALE
All work to be carried out to the Australian Building Code & Standards.

Scale: 1:100
Date: 15/08/22
Sheet No: No Sheets:
CHP No: 7033 CDC



FOLIO: 13/29970

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
4/11/2022	10:54 AM	4	15/10/2021

LAND

LOT 13 IN DEPOSITED PLAN 29970
LOCAL GOVERNMENT AREA SHOALHAVEN
PARISH OF NOWRA COUNTY OF ST VINCENT
TITLE DIAGRAM DP29970

FIRST SCHEDULE

DAVID MCGREGOR SIMPSON
JENNIFER MARY SIMPSON
AS JOINT TENANTS (T AR525312)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 H706157 COVENANT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2022244

PRINTED ON 4/11/2022

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 29970

FEET INCHES METRES

20 - 6.096

LINKS METRES

1.2	0.241
1.41	0.284
1.5	0.302
2	0.402
2.2	0.443
2.27	0.457
2.28	0.459
2.29	0.461
2.3	0.463
2.36	0.475
2.86	0.575
3	0.604
3.8	0.764
4	0.805
4.5	0.905
9	1.811
9.16	1.843
10	2.012
10.16	2.044
15.15	3.048
17.5	3.520
20	4.023
21.42	4.309
22.8	4.587
25.61	5.152
26.47	5.325
27.65	5.562
30	6.035
30.3	6.095
34.3	6.900
35.3	7.101
37.3	7.504
43.9	8.831
44	8.851
45.45	9.143
46.6	9.374
48.38	9.733
56.24	11.314
58.14	11.696
64.24	12.923
69.94	14.070
70	14.082
71.58	14.400
72.5	14.585
72.6	14.605
73.33	14.752
84.85	17.069
87.4	17.582
89.4	17.984
90.3	18.165
99	19.916
99.2	19.956
100	20.117
100.11	20.139
100.4	20.197
101	20.318
101.2	20.358
101.26	20.370
101.32	20.382
102.4	20.600
102.5	20.620
103.08	20.736
103.8	20.881
105.13	21.149
106	21.324
110	22.128
110.75	22.279
110.84	22.297
111.37	22.404
111.4	22.410
117.65	23.667
118.7	23.879
125.1	25.166



CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 29970	CONTINUED
LINKS	METRES
125.14	25.174
125.96	25.339
126	25.347
126.55	25.458
129.48	26.047
129.56	26.063
131.74	26.502
140	28.164
141.1	28.385
148.4	29.853
150.16	30.207
151.15	30.407
151.86	30.549
155.37	31.255
155.6	31.302
162.8	32.750
163.9	32.971
167.3	33.655
181.5	36.512
184.26	37.067
187.4	37.699
194.4	39.107
200	40.234
200.02	40.238
200.1	40.254
200.22	40.278
201.25	40.485
201.53	40.541
203.34	40.906
203.37	40.912
204	41.038
205.94	41.429
208.25	41.893
208.37	41.917
214.8	43.211
215.8	43.412
220.65	44.388
225.24	45.311
226.73	45.611
227.58	45.782
229.84	46.236
232.8	46.832
236.36	47.548
248.44	49.978
256.07	51.513
257.33	51.767
260	52.304
262.8	52.867
271.6	54.637
277.85	55.895
280	56.327
287.5	57.836
290.4	58.419
300	60.350
301.9	60.733
307.51	61.861
307.8	61.920
311.2	62.603
312.73	62.911
314.7	63.308
322.1	64.796
323.3	65.038
324.7	65.319
325	65.380
329.1	66.204
331.1	66.607
334.9	67.371
342.9	68.981
346.5	69.705
358	72.018
358.1	72.038
369.7	74.372
379.03	76.249
381.3	76.705
384.4	77.329
387.17	77.886
388.7	78.194



CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 29970 CONTINUED

LINKS	METRES
391.1	78.677
392.4	78.938
405.9	81.654
407.51	81.978
414.1	83.304
420	84.491
423.2	85.134
465.8	93.704
477.5	96.058
479.3	96.420
479.6	96.480
485.86	97.739
490.3	98.633
495.7	99.719
506.6	101.912
523.3	105.271
532.6	107.142
539.7	108.570
545.35	109.707
547.1	110.059
550.8	110.803
556.6	111.970
557.1	112.071
557.8	112.212
572.5	115.169
590.6	118.810
594.68	119.631
600.9	120.882
622.45	125.217
624.2	125.569
629.2	126.575
635	127.742
652.1	131.182
690	138.806
701.7	141.160
705	141.823
713.49	143.531
723.8	145.605
725	145.847
730	146.853
734.9	147.838
760.9	153.069
792.9	159.506
823.25	165.612
854.61	171.920
866.42	174.296
879.1	176.847
882.5	177.531
885	178.034
886.65	178.366
900	181.051
921.4	185.356
930	187.086
935.1	188.112
938.8	188.857
940	189.098
960	193.121
975.8	196.300
984.85	198.120
995	200.162
1012.8	203.743
1025	206.197
1043.6	209.979
1049.8	211.186
1050	211.226
1067.5	214.747
1075	216.256
1086.7	218.609
1100	221.285
1123.7	226.052
1125	226.314
1150	231.343
1160.7	233.496
1175	236.372
1197.7	240.939
1200	241.402
1225	246.431



CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 29970 CONTINUED

LINKS	METRES
1227.1	246.853
1231.14	247.666
1234.7	248.382
1235.08	248.459
1239.12	249.271
1243.06	250.064
1247.04	250.865
1250	251.460
1251	251.661
1255.04	252.474
1258.96	253.262
1263	254.075
1271.7	255.825
1275	256.489
1278.04	257.101
1293.28	260.167
1300	261.518
1308.28	263.184
1308.7	263.269
1323.96	266.338
1325	266.546
1340.6	269.686
1341.42	269.851
1342.41	270.050
1345.7	270.712
1350	271.577
1357.24	273.033
1373.88	276.381
1375	276.606
1382.7	278.155
1390.52	279.728
1400	281.635
1419.6	285.578
1425	286.664
1437.32	289.143
1450	291.694
1456.6	293.021
1475	296.723
1493.6	300.465
1500	301.752
1530.6	307.908
1567.6	315.351
1584.4	318.731
1589.2	319.696
1594	320.662
1598.8	321.627
1603.6	322.593
1604.6	322.794
1608.4	323.559
1613.2	324.524
1618	325.490
1622.7	326.435
1627.5	327.401
1632.3	328.367
2516.36	506.211
4082.48	821.264
12311.4	2476.660
16275.5	3274.110

AC RD P SQ M

- - 15	379.4
- - 16	404.7
- - 16 1/2	417.3
- - 19	480.6
- - 21	531.1
- - 22	556.4
- - 25 1/4	638.6
- - 26	657.6
- - 27	682.9
- - 28	708.2
- - 29	733.5
- - 30 1/2	771.4
- - 32	809.4
- - 33 3/4	853.6
- 1 -	1012
- 1 2	1062



CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 29970 CONTINUED

AC	RD	P	SQ	M
-	1	4	1/4	1119
-	1	7		1189
-	1	13	1/4	1347
-	1	16		1416
-	1	18		1467
-	1	37		1948
-	2	35	3/4	2928
-	3	8		3237
-	3	26	3/4	3712
-	3	33		3870
-	3	36	3/4	3965
-	3	39		4022
1	-	-		4047
1	-	1	3/4	4091
1	-	4	1/2	4161
1	-	5		4173
1	-	6		4199
1	-	7	1/4	4230
1	-	9	1/2	4287
1	-	10		4300
1	-	10	1/4	4306
1	-	10	3/4	4319
1	-	12		4350
1	-	13	3/4	4395
1	-	14		4401
1	-	16	3/4	4471
1	-	18		4502
1	-	22		4603
1	-	22	3/4	4622
1	-	26		4704
1	-	28		4755
1	-	28	1/2	4768
1	-	30		4806
1	-	33	3/4	4900
1	-	34		4907
1	-	34	1/2	4919
1	-	35	1/2	4945
1	-	36		4957
1	-	37	1/4	4989
1	-	38		5008
1	-	38	1/2	5021
1	-	39	1/4	5040
1	-	39	3/4	5052
1	1		1/2	5071
1	1	1		5084
1	1	1	3/4	5103
1	1	2		5109
1	1	3		5134
1	1	3	3/4	5153
1	1	5	3/4	5204
1	1	6		5210
1	1	6	22	5216
1	1	6	1/4	5217
1	1	6	1/2	5223
1	1	8	1/4	5267
1	1	10		5311
1	1	12	1/4	5368
1	1	13	1/2	5400
1	1	14		5413
1	1	15	3/4	5457
1	1	18		5514
1	1	18	1/4	5520
1	1	19		5539
1	1	22		5615
1	1	24		5666
1	1	26		5716
1	1	30		5817
1	1	34		5919
1	1	34	1/2	5931
1	1	36		5969
1	1	37	1/2	6007
1	1	38		6020
1	1	39	1/4	6051
1	2	-		6070
1	2		1/2	6083
1	2	1	3/4	6115
1	2	3	1/4	6152



CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 29970 CONTINUED

AC	RD	P	SQ	M
1	2	6 1/4	6228	
1	2	7 3/4	6266	
1	2	10 1/4	6330	
1	2	13 3/4	6418	
1	2	14 1/2	6437	
1	2	15	6450	
1	2	15 1/4	6456	
1	2	16	6475	
1	2	16 3/4	6494	
1	2	17 1/2	6513	
1	2	18 1/4	6532	
1	2	19 1/4	6557	
1	2	20	6576	
1	2	20 3/4	6595	
1	2	22 1/2	6639	
1	2	38 3/4	7050	
1	3	.8	7102	
1	3	8	7284	
1	3	19 1/2	7575	
2	-	3/4	8113	
2	-	28 1/4	8808	
AC	RD	P	HA	
4	1	25 1/4	1.784	
5	3	17	2.37	



FORM FOR SIMPLE TRANSFER. WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED, OR EASEMENTS CREATED, OR WHERE THIS FORM IS OTHERWISE UNUSUALLY FORM R.P. 13A SHOULD BE USED.

11 706157

R.P. 13. No. _____

New South Wales

MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900)



FEES:—
Lodgment 2
Endorsement 2
Certificate 2
Total 6
19/1/61

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

If a less estate, strike out "in fee simple" and interline the required alteration.

State in full, the names of the person who furnished the consideration money.

2.10.60
Show in BLOCK LETTERS the full name, present address, and description of the person taking, and if more than one, whether they hold as joint tenants or tenants in common.

d The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. Where these records are inadequate for the purpose, a reliable plan may be enclosed herewith, furnished as an annexure signed by the parties and their signatures witnessed.

Where the consent of the Local Council to a subdivision is required, the certificate and a notification in the Local Government Act, 1919, should accompany the transfer.

A very short note will suffice.

f. Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

As to instruments executed elsewhere, see Section 107 of the Real Property Act 1900, & the 108 of the Conveyancing Act, 1919-1924 and Section 32A of the Evidence Act 1898-1951.

* Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

I, BUNDILA BEACH PTY. LIMITED

Discharged from Mortgage (to be made) (herein called transferor) being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of Two hundred pounds

(£ 200.0.0.) (the receipt whereof is hereby acknowledged) paid to it by

GORDON PERCY PORTER and LILAMANI PORTER

do hereby transfer to

GORDON PERCY PORTER of Cabramatta Hostel, Alick Street, Cabramatta, Hostel Manager and LILAMANI PORTER of the same place, his wife
(herein called transferees) as joint tenants

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	References to Title			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
ST. VINCENT	NOWRA	Part	4466-4484	24-296	Lot 25 in Deposited Plan lodged under Dealing No. G511582
			7774	157	Lot 13 in D.F. 29870

And the transferees covenant with the transferor as in Annexure "A" hereto

ENCUMBRANCES, &c., REFERRED TO.*

Signed at Sydney the 14th day of July 19 58
THE COMMON SEAL OF BUNDILA BEACH PTY. LIMITED
Signed in my presence by the transferor
who is personally known to me
by authority of the Directors and in the presence of:

*Signed Reppelbaum
Acting Secretary

Signed in my presence by the transferee
WHO IS PERSONALLY KNOWN TO ME
Sydney

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

3 Porter
L Porter
Transferee(s).

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 127 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

H 706157

PARTIAL DISCHARGE OF MORTGAGE^b
 (N.B. Before execution read marginal note.)

LODGED BY KESSELL, BROWNE & CO.,
 Solicitors,
 117 Pitt Street,
 SYDNEY.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

^b This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgage should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at Sydney this 17th day of June 1966
 Signed in my presence by

Wm Acher Thomas

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at _____ the _____ day of _____ 19 ____
 Signed in the presence of—

ⁱ Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS^j

Appeared before me at _____, the _____ day of _____, one thousand nine hundred and _____ the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said _____ is _____ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

^j To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER
<u>✓</u>	<u>Subject to Covenants</u>
Checked by <u>KVO</u>	Particulars entered in Register Book, Volume <u>7774</u> Folio <u>157</u>
Passed (in S.D.B.) by <u>Ar</u>	<u>M.P.D.</u>
Signed by <u>p</u>	the <u>29th</u> day of <u>March</u> 19 <u>66</u> at <u>30</u> minutes past <u>4</u> o'clock in the <u>after</u> noon.
	<u>J. Watson</u> Registrar-General

DOCUMENTS LODGED HEREWITH.	
To be filled in by person lodging dealing.	
1. _____	Received Docs. Nos.
2. _____	
3. _____	Receiving Clerk.

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written ...	<u>Ar</u>	<u>8.2.61</u>
Draft examined ...	<u>F</u>	<u>8/2/61</u>
Diagram prepared ...		
Diagram examined ...		
Draft forwarded ...		
Supt. of Engravers ...		
Cancellation Clerk ...	<u>W</u>	<u>11-4</u>
Vol. <u>8140</u>	Vol. <u>35</u>	

FEEs.

The Fees, which are payable on lodgment, are as follows:—
 (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, of value £2 5s. 0d. Where such instrument is to be entered on more than one folio of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
 (b) A supplementary charge of 10s. is made in each of the following—
 (i) where a restrictive covenant is imposed; or
 (ii) a new easement is created; or
 (iii) a partial discharge of mortgage is entered on the transfer.
 (c) Where a new Certificate of Title must issue the scale charges are—
 (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
 (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
 (iii) as approved where more than one simple diagram, or an extensive diagram will appear.
 Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

"A"
H 706157

This is the annexure marked "A" referred to in the accompanying Transfer from
BUNDILA BEACH PTY. LIMITED to GORDON FERROY PORTER and LILAMANI PORTER dated
the.....*14/11*.....day of*July*..... 19*87*.

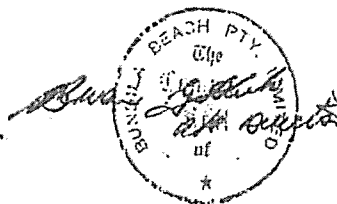
AND the transferees for themselves their executors administrators and assigns
or other the registered proprietor or proprietors for the time being of the
land hereinbefore described hereby covenant with the transferor its successors
and assigns for the benefit of the adjoining land owned by the transferor but
only during the ownership thereof by the transferor its successors and assigns
other than transferees on sale that no fence shall be erected on the land
hereby transferred to divide it from such adjoining land of the transferor
being the Public Garden and Recreation Space and untransferred lots in
Certificates of Title Volume 4462 Folio 54 and Volume 4484 Folio 226 without
the consent of the transferor but such consent shall not be withheld if such
fence is erected without expense to the transferor its successors or assigns
and in favour of any person dealing with the transferees their executors
administrators or assigns such consent shall be deemed to have been given in
respect of every such fence for the time being erected.

AND for the purpose of Section 88 of the Conveyancing Act 1919-1954 it is
hereby agreed and declared that :-

- (a) the benefit of the foregoing covenant shall be appurtenant to the
adjoining land of the transferor being the Public Garden and Recreation
Space and untransferred lots in Certificates of Title Volume 4462 Folio
54 and Volume 4484 Folio 226 but upon transfer of such adjoining land
this covenant shall become absolutely void
- (b) the burden of the foregoing covenant is upon the land transferred by
this instrument
- (c) the above covenant may be released varied or modified with the consent
of the transferor its successors or assigns,

THE COMMON SEAL of BUNDILA BEACH
PTY. LIMITED was hereunto affixed
by authority of the Directors and
in the presence of:-

[Signature]
Acting Secretary



.....
Witness to signatures of Transferees

[Signature]
L. Porter

.....
Transferees

PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979
Certificate No: 2022/04772

Applicant: Fairfax Lawyers
PO Box 7847
Baulkham Hills NSW 2153

Receipt No.: Ext: 148906
Date: 08/11/2022
Fee: \$156
Urgency Fee: \$0.00

Applicant reference: KJF2022244

The land to which this Certificate relates is:

Lot 13 DP 29970, 3 Calymea St, NOWRA HILL
Parish of NOWRA, County of ST. VINCENT

The above information is as recorded by Council.

DISCLAIMER AND CAUTION:

1. The information on zones, controls etc given below relates to the land for which the certificate was sought. If enquirers wish to know what zones, other controls, etc apply or are proposed on nearby land then they should make enquiries in person at Council's offices.
2. The information contained in this certificate is accurate as at the date of this certificate.
3. In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions persons against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its currency without verification from the specified third party and, where appropriate, professional advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties.

The information contained in this certificate is prepared in accordance with the Environmental Planning and Assessment Act 1979 (as amended) and the Environmental Planning Assessment Regulation 2021 (as amended).

**PLANNING CERTIFICATE UNDER SECTION 10.7(2)
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Certificate No: 2022/04772

This is a Planning Certificate issued by Shoalhaven City Council under Section 10.7(2) of the *Environmental Planning and Assessment Act 1979* on the application of the person described above in respect of the land described above.

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:

State Environmental Planning Policies

State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Precincts - Regional) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy No 65 - Design Quality of Residential Apartment Development

Local Environmental Plans

Shoalhaven Local Environmental Plan 2014 (as amended)

Development Control Plans

Shoalhaven Development Control Plan 2014 (as amended)

Note: a copy of Shoalhaven Development Control Plan 2014 is available on the internet at www.dcp2014.shoalhaven.nsw.gov.au or can be inspected at Council's Nowra office during normal business hours.

PLANNING CERTIFICATE UNDER SECTION 10.7(2)
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979
Certificate No: 2022/04772

- (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.

Proposed State Environmental Planning Policies and other Environmental Planning Instruments

Explanation of Intended Effect - The Fun SEPP - Proposed changes to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 to support outdoor dining, artisan food and drink premises, events, and small live music or arts venues - exhibition 29/10/2021 to 30/11/2021.

Explanation of Intended Effect - Infrastructure and Education SEPP amendments - exhibition 15/12/2021 to 11/02/2022.

Explanation of Intended Effect - Infrastructure SEPP amendments - changes to landscape rehydration infrastructure planning rules - exhibition 20/12/2021 to 28/02/2022.

Explanation of Intended Effect - Infrastructure SEPP amendments - electricity generating works or solar energy systems - exhibition 16/08/2021 to 13/09/2021.

Explanation of Intended Effect - Infrastructure SEPP amendments - telecommunications and other communication facilities - 16/08/2021 to 13/09/2021.

Explanation of Intended Effect - Amendment to Infrastructure SEPP - Changes to protect fuel pipelines - exhibition 13/04/2022 to 18/05/2022.

Explanation of Intended Effect - Agritourism and small-scale agriculture development. Includes proposed amendments to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 - exhibition 09/03/2022 to 19/04/2021.

Explanation of Intended Effect - Review of clause 4.6 of the Standard Instrument LEP - exhibition 31/03/2021 to 12/05/2021.

Planning Proposals for Local Environmental Plans

PLANNING PROPOSAL - PP005 TO AMEND SHOALHAVEN LOCAL ENVIRONMENTAL PLAN 2014 - MAP AND CLAUSE AMENDMENTS - WARRAH ROAD BANGALEE - PUBLIC EXHIBITION 15 JUNE 2022 TO 18 JULY 2022 (49462E) (MIN22.170)

The Planning Proposal seeks to resolve the long term development potential of Lots 21-24 DP 714096 at Warrah Road, Bangalee. A previous version of this PP was exhibited in May-June 2021. The PP has been substantially reshaped in response to community and Government agency feedback, and achieves better environmental, bushfire protection and planning outcomes than the previously exhibited version. The subject land is part of the Crams Road Investigation Area (CRIA). The CRIA was identified as one of seven (7) potential Urban Release Areas (URAs) in the Nowra-Bomaderry Structure Plan (NBSP) 2008. The associated Biodiversity Certification Application, submitted by the Applicant to the NSW Government, is also being exhibited concurrently with the Planning Proposal.

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PLANNING PROPOSAL - PP048 TO AMEND SHOALHAVEN LOCAL ENVIRONMENTAL PLAN 2014 - MOSS VALE ROAD NORTH URBAN RELEASE AREA (URA) - PUBLIC EXHIBITION 18 MAY 2022 TO 1 JULY 2022 (55387E) (MIN21.447)

The Planning Proposal (PP) seeks to amend the Shoalhaven Local Environmental Plan 2014 (LEP) to meet the changing housing needs of the wider Nowra-Bomaderry community and facilitate development of the Moss Vale Road North URA. The proposed changes include (not exclusively) modifications to existing zones, heights and minimum lot sizes, as well as the application of Clause 4.1H of the LEP in identified locations close to the retail centre, open space, and main roads to permit subdivision into 300-499m² lots.

PLANNING PROPOSAL - PP064 TO AMEND SHOALHAVEN LOCAL ENVIRONMENTAL PLAN 2014 - ADDITIONAL PERMITTED USE - FUNCTIONS - WILLINGA PARK EQUESTRIAN CENTRE FORSTER DRIVE BAWLEY POINT - PUBLIC EXHIBITION 25 MAY 2022 TO 24 JUNE 2022 (67246E) (MIN21.688)

The Planning Proposal (PP) seeks to amend Shoalhaven Local Environmental Plan (LEP) 2014 to make 'function centre' a site-specific additional permitted use of land zoned RU2 Rural Landscape at Willinga Park Equestrian Centre (Lot 21 DP 1217069 and Lot 33 DP 1259627, 132 and 123 Forster Drive Bawley Point). The PP also seeks to make functions of less than 351 people (excluding staff) development without consent.

Note: In this section - **proposed environmental planning instrument** means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

Draft Development Control Plans

SHOALHAVEN DEVELOPMENT CONTROL PLAN 2014 - DRAFT AMENDMENT NO 40 - MOSS VALE ROAD NORTH URBAN RELEASE AREA (DCP2014.40) - PUBLIC EXHIBITION 18 MAY 2022 to 1 JULY 2022 (61815E) (MIN21.447)

The draft DCP Amendment seeks to introduce a proposed new Chapter into Shoalhaven DCP 2014 - Chapter NB4: Moss Vale Road North Urban Release Area. The Draft DCP Chapter applies specifically to the URA and contains development controls relating to subdivision design, street network and hierarchy, staging, protection of the environment, residential development, the town centre and more. Supporting documents will also include the Integrated Water Cycle Assessment, Landscape Specification, Vegetation Management Plan Requirements and Moss Vale Road North Species List.

PLANNING CERTIFICATE UNDER SECTION 10.7(2)
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2 Zoning and land use under relevant planning instruments

For Shoalhaven Local Environmental Plan 2014 (as amended)

a. The identity of the zone in which the land is included under Shoalhaven Local Environmental Plan 2014:

Zone RU2 Rural Landscape

b. The purposes for which development in the zone

i. may be carried out without development consent:

Extensive agriculture; Forestry; Home occupations

ii. may not be carried out except with development consent:

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Aquaculture; Artisan food and drink industries; Boat building and repair facilities; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Community facilities; Crematoria; Depots; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Environmental facilities; Environmental protection works; Extractive industries; Farm buildings; Flood mitigation works; Food and drink premises; Freight transport facilities; Funeral homes; Group homes; Hazardous industries; Helipads; Home-based child care; Home businesses; Home industries; Information and education facilities; Marinas; Markets; Mooring pens; Moorings; Offensive industries; Places of public worship; Plant nurseries; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Roads; Roadside stalls; Rural industries; Tourist and visitor accommodation; Veterinary hospitals; Water recreation structures; Water supply systems

iii. is prohibited:

Hotel or motel accommodation; Pubs; Serviced apartments; Any other development not specified in item i or ii.

c. Additional permitted uses **DO NOT apply to the land**

d. Development standards applying to the land **DO fix minimum land dimensions for the erection of a dwelling-house on the land and the minimum land dimensions so fixed are:**

3000 sqm

Note: Refer to clause 4.2D in Shoalhaven Local Environmental Plan 2014

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- e. The land **IS NOT** in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.
- f. The land **IS NOT** in a conservation area (however described) under Shoalhaven Local Environmental Plan 2014.

Note: this item relates to "heritage conservation areas" as defined in the LEP.

- g. An item of environmental heritage (however described) under Shoalhaven Local Environmental Plan 2014 **IS NOT** located on the land.

Note: "environmental heritage" relates to matters/items of cultural heritage, for example, items listed on the State Register, items specifically listed in the LEP or matters subject to an "interim heritage order" under the *Heritage Act 1977*.

Other provisions under Shoalhaven Local Environmental Plan 2014 may also apply to the development of this land. You can view the Shoalhaven Local Environmental Plan 2014 at the website www.legislation.nsw.gov.au or at Council's offices.

3 Contributions plans

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

Shoalhaven Contributions Plan 2019 (as amended)

- 2) The land **IS NOT** in a special contributions area under the Act, Division 7.1

4 Complying development

Qualifying Statement on Council Data Affecting this Item

Shoalhaven City Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, however specific land restrictions may not apply to all of the land. The information included in this Planning Certificate is provided in accordance with the Environmental Planning & Assessment Regulation 2021 (as amended). It is strongly suggested that you review the State Environmental Planning Policy (Exempt and Complying Developments Codes) 2008 and supporting information before proceeding with the lodgement of a Complying Development Certificate application to either Council or a private certifier. The NSW Department of Planning, Industry and Environment has provided a series of information sheets on its website

<http://www.planning.nsw.gov.au/exemptandcomplying>

Note: There are other provisions in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 that must be complied with in order for development on the land to be complying development. Refer to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 to identify if a Code applies to your land.

PLANNING CERTIFICATE UNDER SECTION 10.7(2)
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

Certificate No: 2022/04772

Whether the extent to which the land is land on which complying development may be carried out under the following codes for complying development of State Environmental Planning Policy (Exempt Complying Development Codes) 2008 is restricted by the following provisions of clauses 1.17A (1)(c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Housing Code, Rural Housing Code and Greenfield Housing Code: **IS RESTRICTED**

Under the Housing Code and the Rural Housing Code the land is affected by specific land exemptions -

Clause 1.19(1)(e)(i) or Clause 1.19(5)(f)(i) because the land is identified by an environmental planning instrument as being: within a buffer area.

Housing Alterations Code and General Development Code: **IS NOT RESTRICTED**

Industrial and Business Alterations Code and/or Industrial and Business Building Code: **IS RESTRICTED**

Under the Industrial and Business Alterations Code and/or the Industrial and Business Building Code the land is affected by specific land exemptions -

Clause 1.19(1)(e)(i) or Clause 1.19(5)(f)(i) because the land is identified by an environmental planning instrument as being: within a buffer area.

Low Rise Housing Diversity Code: **IS RESTRICTED**

Under the Low Rise Housing Diversity Code the land is affected by specific land exemptions -

Clause 1.19(1)(e)(i) or Clause 1.19(5)(f)(i) because the land is identified by an environmental planning instrument as being: within a buffer area.

The complying development codes **ARE NOT** varied, under that Policy, clause 1.12, in relation to the land.

5 Exempt Development

Qualifying Statement on Council Data Affecting this Item

Shoalhaven City Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, however specific land restrictions may not apply to all of the land. The information included in this Planning Certificate is provided in accordance with the Environmental Planning & Assessment Regulation 2021 (as amended). It is strongly suggested that you review the State Environmental Planning Policy (Exempt and Complying Developments Codes) 2008 and supporting information before proceeding with exempt development. The NSW Department of Planning and Environment has provided a series of information sheets on its website <http://www.planning.nsw.gov.au/exemptandcomplying>

PLANNING CERTIFICATE UNDER SECTION 10.7(2)
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Note: There are other provisions in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 that must be complied with in order for development on the land to be exempt development. Refer to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 to identify if a Code applies to your land.

Whether the extent to which 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 is restricted by the following provisions of that Policy, clause 1.16(1)(b1)–(d) or 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

General Exempt Development Code, Advertising and Signage Exempt Development Code and Temporary Uses and Structures Exempt Development Code: **IS NOT RESTRICTED**

The exempt development codes **ARE NOT** varied, under that Policy, clause 1.12, in relation to the land.

6 Affected building notices and building product rectification orders

- a) Council **IS NOT** aware that an affected building notice is in force in relation to the land.
- b) Council **IS NOT** aware that a building product rectification order is in force in relation to the land that has not been fully complied with.
- c) Council **IS NOT** aware that a notice of intention to make a building product rectification order given in relation to the land is outstanding.

Note: 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*.

7 Land reserved for acquisition

The land **IS NOT** reserved for acquisition by an authority of the State, as referred to in section 3.15 of the Act under any environmental planning instrument, or proposed environmental planning instrument referred to in Section 1.

8 Road widening and road realignment

- a) The land **IS NOT** affected by any road widening or road realignment under the *Roads Act 1993*, Part 3, Division 2.
- b) The land **IS NOT** affected by road widening or road realignment under an environmental planning instrument.
- c) The land **IS NOT** affected by any road widening or road realignment under a resolution of Council.

PLANNING CERTIFICATE UNDER SECTION 10.7(2)
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979
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Note: Information in item 8 relates only to proposed plans by the Council for the widening of a public road that would affect the land and have been submitted to the Minister by the Council and any road widening orders affecting the land that the Council has caused to be published in the NSW Government Gazette under section 25 of the *Roads Act 1993*. Other authorities e.g. Transport for NSW, may have proposals not set out herein.

9 **Flood related development controls**

(1) Council's adopted flood information **DOES NOT** identify the land or part of the land as being within the flood planning area and subject to flood related development controls. Note that not all areas within the Shoalhaven LGA are covered by an adopted flood investigation.

(2) Council's adopted flood information **DOES NOT** identify the land or part of the land as being between the flood planning area and the probable maximum flood and subject to flood related development controls. Note that not all areas within the Shoalhaven LGA are covered by an adopted flood investigation.

Flood Planning Area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual Means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

Probable Maximum Flood has the same meaning as in the Floodplain Development Manual.

Note: In relation to sub clause (1) and (2) above, if the land or part of the land is within 40 metres of a creek; or is within 10 metres of a major drainage system, local overland flow path or drainage easement; or has a history of flooding then a flood assessment report may need to be submitted with any development application under the requirements of the Shoalhaven Development Control Plan 2014. The flood assessment report is to identify whether or not the land or part of the land is flood prone and determine, if flood prone, the probable maximum flood extent and the flood planning level.

For further information or to request a flood certificate, please contact Council's Coast and Floodplains Unit.

10 **Council and other public authority policies on hazard risk restrictions**

The land **IS** affected by the following adopted policy or policies that restrict the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or any other risk (other than flooding).

Shoalhaven Development Control Plan 2014

Shoalhaven City Council - Contaminated Land Policy

Shoalhaven Coastal Zone Management Plan 2018

Planning for Bush Fire Protection 2019

Note: The policies above apply across the City. If certain specific hazards are known to apply to the land, those hazards may be noted below .

**PLANNING CERTIFICATE UNDER SECTION 10.7(2)
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Certificate No: 2022/04772

Note: 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

The land **IS** bushfire prone land, either in whole or in part (as designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3).

12 Loose-fill asbestos insulation

The land **DOES NOT** include any 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.

13 Mine subsidence

The land **IS NOT** declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

14 Paper subdivision information

1) The land **IS NOT** affected by a development plan adopted by a relevant authority that applies to the land or is proposed to be subject to a ballot.

2) The land **IS NOT** affected by a subdivision order.

Note: Words and expressions used in this section have the same meaning as in the Regulation, Part 10 and the Act, Schedule 7.

15 Property vegetation plans

The Council **HAS NOT** been notified that the land is land to which a property vegetation plan is approved and in force under the *Native Vegetation Act 2003*, Part 4.

16 Biobanking stewardship sites

The Council **HAS NOT** been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*, Part 5.

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.

17 Biodiversity certified land

The land **IS NOT** biodiversity certified land under the *Biodiversity Conservation Act 2016*, Part 8.

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

PLANNING CERTIFICATE UNDER SECTION 10.7(2)
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Certificate No: 2022/04772

18 **Orders under Trees (Disputes Between Neighbours) Act 2006**

The Council **HAS NOT** been notified that 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.

19 **Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

The owner (or any previous owner) of the land **HAS NOT** 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.

Note: 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.

20 **Western Sydney Aerotropolis**

State Environmental Planning Policy (Precincts – Western Parkland City) 2021 **DOES NOT** apply to this land.

21 **Development consent conditions for seniors housing**

The Council **IS NOT** aware of any terms of a kind referred to in clause 88(2) of State Environmental Planning Policy (Housing) 2021 that have been imposed as a condition of development consent granted after 11 October 2007 in relation to the land.

22 **Site compatibility certificates and development consent conditions for affordable rental housing**

(1) The Council **IS NOT** aware of a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, in relation to proposed development on the land.

(2) The Council **IS NOT** aware of any conditions of development consent in relation to the land that are of a kind referred to in State Environmental Planning Policy (Housing) 2021, section 21(1) or 40(1).

(3) The Council **IS NOT** aware of any conditions of a development consent in relation to the land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).

Note: in this section -

former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

PLANNING CERTIFICATE UNDER SECTION 10.7(2)
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979
Certificate No: 2022/04772

Note: Contaminated Land Management Act 1997: 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) The Council **HAS NOT** been informed by the Environment Protection Authority that the land is significantly contaminated land within the meaning of the *Contaminated Land Management Act 1997*.

- b) The Council **HAS NOT** been informed by the Environment Protection Authority that the land is subject to a management order within the meaning of the *Contaminated Land Management Act 1997*.

- c) The Council **HAS NOT** been informed by the Environment Protection Authority that the land is subject of an approved voluntary management proposal within the meaning of the *Contaminated Land Management Act 1997*.

- d) The Council **HAS NOT** been informed by the Environment Protection Authority that the land is subject of an ongoing maintenance order within the meaning of the *Contaminated Land Management Act 1997*.

- e) The land **IS NOT** the subject of a site audit statement within the meaning of the *Contaminated Land Management Act 1997* that has been provided to the Council.

Information under Section 10.7(5)

As at the date of this certificate, the abovementioned land is also affected as follows:

(NOTE: SECTION 10.7(6) STATES THAT A COUNCIL SHALL NOT INCUR ANY LIABILITY IN RESPECT OF ANY ADVICE PROVIDED IN GOOD FAITH PURSUANT TO SECTION 10.7(5))

Matters Affecting This Land

HMAS ALBATROSS MILITARY AIRCRAFT OPERATING AREA

Advice to Council on 3 November 2006 confirms information previously provided by The Department of Defence, that the subject land is within HMAS Albatross Military Aircraft Operating Area. Specific heights can be obtained by contacting HMAS Albatross at Nowra.

PLANNING CERTIFICATE UNDER SECTION 10.7(2)
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979
Certificate No: 2022/04772

HMAS ALBATROSS MILITARY AIRCRAFT OPERATING AREA - AIRFIELD CIRCUIT AREA

The Department of Defence advised Council on 3 November 2006 that this land is within HMAS Albatross Military Aircraft Operating Area. Specifically, the subject land is within an area known as HMAS Albatross Airfield Circuit Area and information provided to Council advises:

"HMAS Albatross Airfield Circuit Area"

Military Airfield Operating Heights - Surface to 2000ft, 5 nautical miles diameter

Flying operations for military aircraft and military approved civil aircraft for departures, arrivals and circuit training. Parachuting operations to a drop zone adjacent to south of the airfield. The airfield can be open 24 hours per day, although normally operates from 8.00am to 5.00pm weekdays. Night flying is determined by the operational requirements of the squadrons based at Albatross. This is generally 1 to 2 nights per week, however occasionally during periods of high fleet activity, this can increase to several consecutive nights and can occur at all hours.

Further information is available by contacting HMAS Albatross at Nowra.

NOWRA BOMADERRY STRUCTURE PLAN

This property is located in the area covered by the Nowra Bomaderry Structure Plan (NBSP). The NBSP was adopted by Council in 2006 and endorsed by State Government in 2008. The NBSP is not a legal document but rather one that provides strategic direction and guidance. The NBSP provides the planning framework for growth, development opportunities and conservation measures in the Nowra Bomaderry area for the next 20 years. It identifies potential areas for new living areas and industrial expansion as well as a future western bypass and the preferred road network required to support long-term growth. Landowners and prospective buyers are encouraged to view the Adopted and Endorsed Strategic Direction and Structure Plan Map.

Further information can be found on Council's website [Shoalhaven City Council Planning Register](#) or by contacting Council's City Future on (02) 4429 5377.

Matters Affecting Land In Various Localities

DEFENCE AVIATION AREAS - STRUCTURE HIGHER THAN 90M

The Department of Defence has informed Council that the Defence Aviation Areas (DAA) to limit height of buildings/structures within approximately 15km of the Naval Air Station, Nowra were gazetted on March 26, 2018. This land is in an area where the consent of the Dept of Defence is required for any structure higher than 90m. Contact Land Planning and Regulations Estate Planning Branch, Department of Defence, BP26-1-A053, PO Box 7925, Canberra BC ACT 2610.

Matters Affecting The Whole Of The City

ACID SULFATE SOILS - Large areas of the coastal zone of NSW have the potential to be affected by acid sulfate soils which become problematic if exposed during excavations or similar activities. The Dept of Land & Water Conservation have maps which indicate the potential occurrence of acid sulfate soils. Prior to undertaking work which involves substantial soil disturbance, you should ascertain the possibility of acid sulfate soils existing on your property. Enquiries to NSW Department of Planning and Environment.

INTERIM POLICY - DEVELOPMENT ADJOINING NARROW LANEWAYS

Council resolved on 6 November 2018 to adopt an interim policy position regarding development adjoining narrow laneways. The Interim Policy provides direction regarding access, servicing, design and use of narrow laneways as a primary frontage. Contact Council's - Strategic Planning for further information. (MIN18.891) (57914E)

PLANNING CERTIFICATE UNDER SECTION 10.7(2)
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979
Certificate No: 2022/04772

EMPLOYMENT ZONES REFORM AMENDING SEPP

On 26 April 2023, Business and Industrial zones will be replaced by Employment zones within standard instrument local environmental plans. The Department of Planning and Environment exhibited in May 2022 details of how each Local Environmental Plan that includes a Business or Industrial zone will be amended to include Employment zones. The exhibition detail can be viewed on the [Planning Portal](#).

**POLICY - PROVISION OF WATER AND SEWERAGE INFRASTRUCTURE -
DEVELOPMENT NOT INCLUDED IN DEVELOPMENT SERVICING PLANS**

This Policy shall apply to all lands which have not been included in water supply and/or sewerage services development servicing plans.

**POLICY - COMPANION ANIMALS (IMPACTS ON NATIVE FAUNA) - CONDITIONS OF
DEVELOPMENT CONSENT**

Council resolved on 21 February 2017, in order to protect populations of native fauna, including threatened species, from impacts associated with the keeping of domestic cats and dogs within certain development, that appropriate restrictions on title or conditions of consent for the management of companion animals may be applied in sensitive environmental locations (23139E) (MIN17.95)

INFORMATION REGARDING LOOSE-FILLED ASBESTOS INSULATION

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

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

Contact NSW Fair Trading for further information.

INFORMATION REGARDING FOSSICKING DISTRICT 68.

Pursuant to section 369A of the Mining Act 1992, the NSW Department of Planning and Environment have declared all land within the Shoalhaven City Council Local Government Area to be a Fossicking District (Fossicking District 68). Contact the NSW Department of Planning and Environment for further information.

for the CHIEF EXECUTIVE OFFICER

Drainage Diagram
CONVEYANCING ACT 1919

SEWER SERVICE DIAGRAM					
Lot No. <u>13</u>	DP No. <u>29970</u>	House No. <u>3</u>	Street <u>Calymea St.</u>		
SUBURB OF <u>Nowra Hill</u>	LGA <u>NTS</u>	SCALE <u>NTS</u>	SSD No. <u>9.3.21</u>		
Licence No. <u>I. Criggis</u>	Now / COC No.	Date			

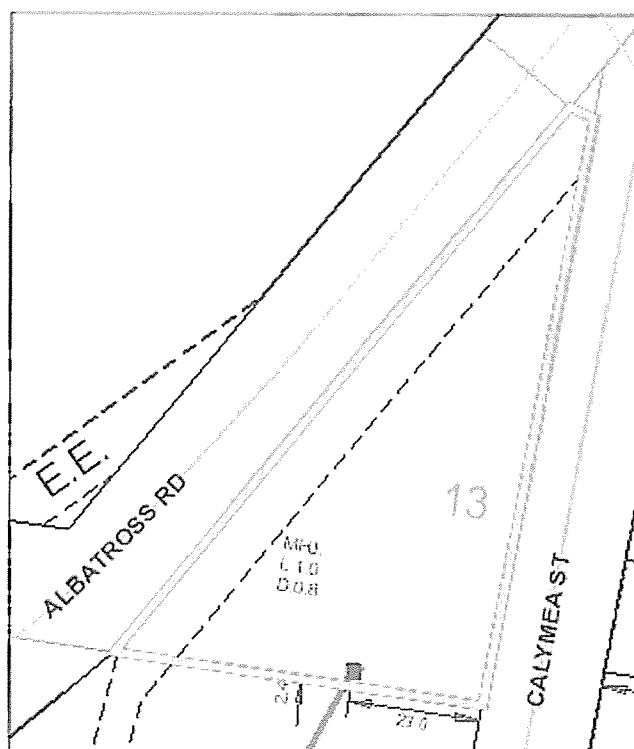
<input type="checkbox"/> Boundary Trap	AAV Air Admittance Valve	BS Sink (bar)	<input type="checkbox"/> Chr Chamber
<input type="checkbox"/> Inspection Shaft	B Basin	(L) Trough (laundry)	<input type="checkbox"/> Pit
<input type="checkbox"/> Inspection Opening	Bth Bath Waste	WC Water Closet	<input type="checkbox"/>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

NOTES:

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

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SEWER MAIN LOCATION INDICATIVE ONLY



InfoTrack
DX 578
SYDNEY

Lot 13 DP 29970 - 3 Calymea St, NOWRA HILL

KEY

D	Depth of Junction	MHJ	Manhole Junction
H	Height of Junction above Sewer Main	RJ	Riley Junction
L	Length Junction	SJ	Slope Junction
LHJ	Lamphole Junction	VJ	Vertical Junction