

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Coastside 18/23 Addison Street, Shellharbour NSW 2529 Email: matt@coastsidefn.com.au	Ref: Matt Hutchinson

co-agent

vendor **Murray Edward Millar**
21 Mountain View Drive, Woongarah NSW 2259

vendor's solicitor	First State Conveyancing PO Box 1039, Taree NSW 2430 Email: rachel@firststateconveyancing.com.au	Phone: 1800 180 102 Ref: RK:244736
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date for completion **42nd day after the contract date (clause 15)**

land (address, plan details and title reference) **11 North Terrace, Dapto NSW 2530**
Lot 141 in Deposited Plan 1022745
Folio Identifier 141/1022745

VACANT POSSESSION subject to existing tenancies

improvements HOUSE garage carport home unit carspace storage space
 none other:

attached copies documents in the List of Documents as marked or as numbered:
 other documents:

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

inclusions	<input type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			

exclusions

purchaser

purchaser's solicitor

price

\$

deposit

\$ _____

(10% of the price, unless otherwise stated)

balance

\$

contract date

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

Where there is more than one purchaser JOINT TENANTS
 tenants in common in unequal shares, specify: _____

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

Nominated Electronic Lodgement Network (ELN) (clause 4): PEXA

Manual transaction (clause 30) NO yes

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

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

Land tax is 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* (GST residential withholding payment) NO yes (if yes, vendor must provide 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) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input checked="" type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off-the-plan contract <input type="checkbox"/> 59 other document relevant to off-the-plan contract
<p>Home Building Act 1989</p> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	<p>Other</p> <input type="checkbox"/> 60
<p>Swimming Pools Act 1992</p> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

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

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

11 NORTH TCE DAPTO NSW 2530

FIRST STATE CONVEYANCING

ADDITIONAL PROVISIONS TO CONTRACT FOR SALE

BETWEEN: Murray Edward Millar AS VENDOR
AND: AS PURCHASER
PROPERTY: 11 North Terrace, Dapto NSW 2530

ADDITIONAL PROVISIONS

- 33.1 In the event of either parties failure to complete this Contract on or prior to the completion date referred to on the front page herein, the other party shall be entitled to serve on the defaulting party a Notice to Complete making time of the essence. Both the Vendor and the purchaser agree that fourteen (14) days shall be reasonable notice for the purpose of any Notice to Complete.
- 33.2 The Parties further agree that in the event that such notice issues by the Vendor, the Purchaser shall allow on completion to the Vendor the sum of \$385.00 (including GST), the payment of which is an essential term of this Contract.
34. The purchaser acknowledges that they have inspected the property and any and all structures on the property and accepts them in their present condition and state of repair with all defects latent and patent. The Purchaser further acknowledges that they cannot require the Vendor to repair or replace any defect or damage to the property existing as at the date of this Contract. The purchaser agrees and acknowledges that they do not rely on any warranty or representation by the vendor or made on the vendors behalf as to the position, condition or state of repair of the land or the structures or as to the use to be made of the land and structures. The Purchaser will not make any objection, requisition, claim for compensation or delay settlement in relation to the position, condition or state of repair, or legislation relating to the services to the subject property (if any) or in respect of the land and the structures. The Purchaser shall not require the carrying out of any work or expenditure of any money by the vendor on or in respect of the land or the structures.
35. The inclusions listed herein are included in the purchase and the purchase price. The purchaser acknowledges:
- (a) that unless otherwise stated, none of the said inclusions are new;
 - (b) that the Vendor has not made and does not make any representation or warranty as to the state of repair and condition of such items, and
 - (c) they accept all of the said inclusions on the date on which the Purchaser is entitled to possession of the property hereunder in the state of repair and condition that same are now in, with reasonable wear and tear between the date hereof and the date on which the Purchaser is entitled to possession of the property hereunder excepted.

Title to such inclusions shall pass on completion of this agreement and the Vendor shall not be required to give formal delivery in respect thereof. The Vendor shall not be responsible for any mechanical breakdown in respect of any of the inclusions.

(d) they accept the improvements in their present position, condition and state of repair and subject to any defects whether latent or patent (except latent defects in title) and any dilapidation, contamination or infestation.

36. The Purchaser acknowledges that the provisions of this Contract constitute the full and complete agreement between the parties. The Purchaser further acknowledges that they enter into this agreement not relying upon any warranties or representations made to them by or on behalf of the Vendor that are not contained in the Contract.

37. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the parties at Law or in Equity had this Special Condition not been included herein, should either party, prior to completion, being either the purchaser or Vendor or any one or more of them shall:-

(a) die; or

(b) become mentally incapacitated

then either party may, by notice in writing to the other parties Licensed Conveyancer or Solicitor, rescind this Contract whereupon the provisions of Clause 19 hereof shall apply.

38. Should the purchaser be declared a bankrupt, assign their estate for the benefit of creditors, or, being a company, go into liquidation or enter into a creditors petition, then the Vendor may, by notice in writing to the other parties Licensed Conveyancer or Solicitor, rescind this Contract whereupon the provisions of Clause 19 herein shall apply

39. The Purchasers shall not be entitled to make any objection, requisition or claim for compensation or to rescind or terminate this Contract:

(a) If it should be found that the existing fences or any of them, or any parts thereof are off correct boundaries;

(b) In relation to any telephone or electricity lines whether the property of Telstra, Country Energy or any other Public Authority or third party or any posts, fittings or fixtures therefore erected on or passing over or through the property or to any easements in respect thereof or the absence of any such easements;

(c) In relation to access to the subject land the Purchasers hereby warrant that they have satisfied themselves in this regard; and

(d) After they have taken possession in accordance with the provisions of printed clause 18 of the Contract.

40. If the purchaser does not complete this Contract by the completion date, and provided the Vendor is ready, willing and able to complete the Contract, the Purchaser shall pay to the Vendor on completion, in addition to the balance of the purchase money, an amount calculated at 9% per annum interest on the balance of the purchase money computed at a daily rate from the completion date referred to on the front page of this agreement up to and including the actual date of completion. It is agreed between the parties that the amount payable pursuant to this provisions is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and other outgoings.

41. In the event of any inconsistency between Pages 5-22 of the 2022 NSW Contract for Sale of Land herein attached and these additional provisions it is expressly agreed that these additional provisions shall apply in respect of such inconsistency.

42. Pages 5-22 of the 2022 NSW Contract for Sale of Land herein attached are amended as follows:-

(a) Clause 7.1.1 is amended to read:

7.1.1 the total amount claimed exceeds 1% of the price.

(b) In clause 12.2.2 add the words after the words "Contract date" on the second line :-

"PROVIDED THAT if any work order as defined herein or notice is issued as the result of such application, and such work order or notice was not in existence as at the date of this Contract, THEN the purchaser shall be responsible for and shall be liable for the cost of compliance with such work order or notice and shall not be entitled to delay completion of the sale."

(c) Clause 25 is amended by removal of the words 'Qualified Title' and 'Limited Title'.

43. The Purchaser irrevocably authorises the release of the deposit paid by them to pay a deposit to secure the Vendors subsequent purchase, provided that the deposit shall be held in the trust account of a stakeholder, being a Licensed Conveyancer, Solicitor or Real Estate Agent and shall not be further released for any remoter transaction.

44. The parties agree and acknowledge that the deposit payable under this Contract is 10% of the price as shown on the front page hereof. In the event that Vendor agrees in writing for the Purchaser to pay an amount which is less than 10% of the purchase price on the making of this Contract and if the Purchaser commits a breach entitling the vendor to terminate the contract then the purchaser agrees that the whole of the 10% deposit will become due and payable notwithstanding that this contract is not completed.

This clause will not merge on completion and the Vendor will be entitled to sue for recovery of so much of the 10% deposit that remains outstanding.

45. In the event that this contract is exchanged under the provisions of Section 66S (cooling off period), the deposit referred to on the front page shall be paid by the purchaser as follows:

(a) 0.25% of the purchase price on the date this contract was made; and

(b) The remainder of the 10% deposit at any time before 5.00pm on the expiry of the cooling off period.

46. The purchaser agrees that the only form of general Requisitions on the title the purchaser may make pursuant to Clause 5 of the contract shall be in the form annexed to this contract.

47. This contract may be executed:

(a) In any number of counterparts and all the counterparts together shall make one instrument

(b) Electronically by either or both parties or by exchanging electronic copies of original signatures on this contract.

This contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email or facsimile.

The parties acknowledge that the electronic version of this contract signed by either party will be the true and original version of the contract and no other version will be provided unless otherwise agreed between the parties in writing.

The parties agreed to be bound by the electronic version of this contract which has been signed and exchanged in accordance with this provision and the purchaser may not object to or delay the completion date because of anything contained in this provision.

The parties agree that they will be bound by, have complied with and will comply with the Electronic Transactions Act 2000 (NSW) in relation to execution of this contract.

48. It is an essential term of this Contract that in the event that settlement does not take place on the agreed scheduled date due to the default of the purchaser or the purchaser's mortgagee or legal representative and through no fault of the vendor, in addition to any other monies payable by the purchase of completion of this contract, the purchaser must pay an additional \$165.00 (inclusive of GST) on settlement, being legal costs incurred by the vendor as a consequence of the cancelled or re-arranged settlement, which sum is to be allowed by the purchaser in favour of the vendor as an additional adjustment on completion.
- 49.1 The purchaser warrants that the purchaser was not introduced to the Vendor or the property by a Real Estate Agent other than the Real Estate Agent, if any, disclosed on the front page of the contract. The purchaser agrees to indemnify the Vendor against any claim for commission, including the Vendor's costs of defending any such claim, which may be made by any Real Estate Agent who asserts that he introduced the Purchaser to the Vendor or that the sale was otherwise brought about by his intervention;
- 49.2 This warranty and indemnity will not merge on completion;
- 49.3 The Vendor warrants that they have not entered into an exclusive agency agreement as at the date hereto with any agent other than the agent named on the front page of the Contract.
50. Where a cooling-off period applies to this Contract then on request for any extension and each subsequent occasion that the purchaser requests an extension thereof and the request is granted by the vendor, the purchaser must on completion pay a further sum of \$220.00 inclusive of GST for the vendor's additional legal costs associated with dealing with the purchaser's request(s) for each extension granted. These fees are agreed by the parties to be a genuine and reasonable pre-estimate of the vendor's actual costs. The payment of this fee is an essential term of this Contract.

**FIRST STATE CONVEYANCING
RESIDENTIAL PROPERTY REQUISITIONS ON TITLE**

Vendor: **Murray Edward Millar**
Purchaser:
Property: 11 North Terrace, Dapto NSW 2530
Dated: 2 August 2024

Possession and tenancies

1. Where the property is to be subject to a Residential Tenancy on completion, please advise:-
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment to the purchasers managing agent or as otherwise directed.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
 - (g) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (h) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

2. Are any of the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Land Tax

3. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

4. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
 5.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
-

6. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?

Fences and Party Walls

7. (a) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
(b) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

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

Requisitions and transfer

13. The purchaser reserves the right to make further requisitions prior to completion.
14. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



FOLIO: 141/1022745

SEARCH DATE	TIME	EDITION NO	DATE
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1/8/2024	2:14 PM	6	1/9/2018

LAND

LOT 141 IN DEPOSITED PLAN 1022745
AT DAPTO
LOCAL GOVERNMENT AREA WOLLONGONG
PARISH OF CALDERWOOD COUNTY OF CAMDEN
TITLE DIAGRAM DP1022745

FIRST SCHEDULE

MURRAY EDWARD MILLAR
LAKHVIN MILLAR
AS JOINT TENANTS (T AF698159)

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 P416738 COVENANT
- 3 DP1022745 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1022745 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 5 DP1022745 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 6 DP1022745 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 7 DP1022745 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
- 8 DP1041397 EASEMENT FOR SUPPORT 0.26 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1041397
- 9 DP1041397 EASEMENT FOR SUPPORT 0.26 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1064632 EASEMENT FOR DRAINAGE ,SUPPORT AND MAINTENANCE VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1064632
- 11 DP1064632 EASEMENT FOR DRAINAGE ,SUPPORT AND MAINTENANCE VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 AF698160 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

END OF PAGE 1 - CONTINUED OVER

RK:244736

PRINTED ON 1/8/2024

FOLIO: 141/1022745

PAGE 2

NOTATIONS (CONTINUED)

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

RK: 244736

PRINTED ON 1/8/2024

* 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.

SIGNATURES AND SEALS ONLY



Director
 Ian Richards
 Secretary

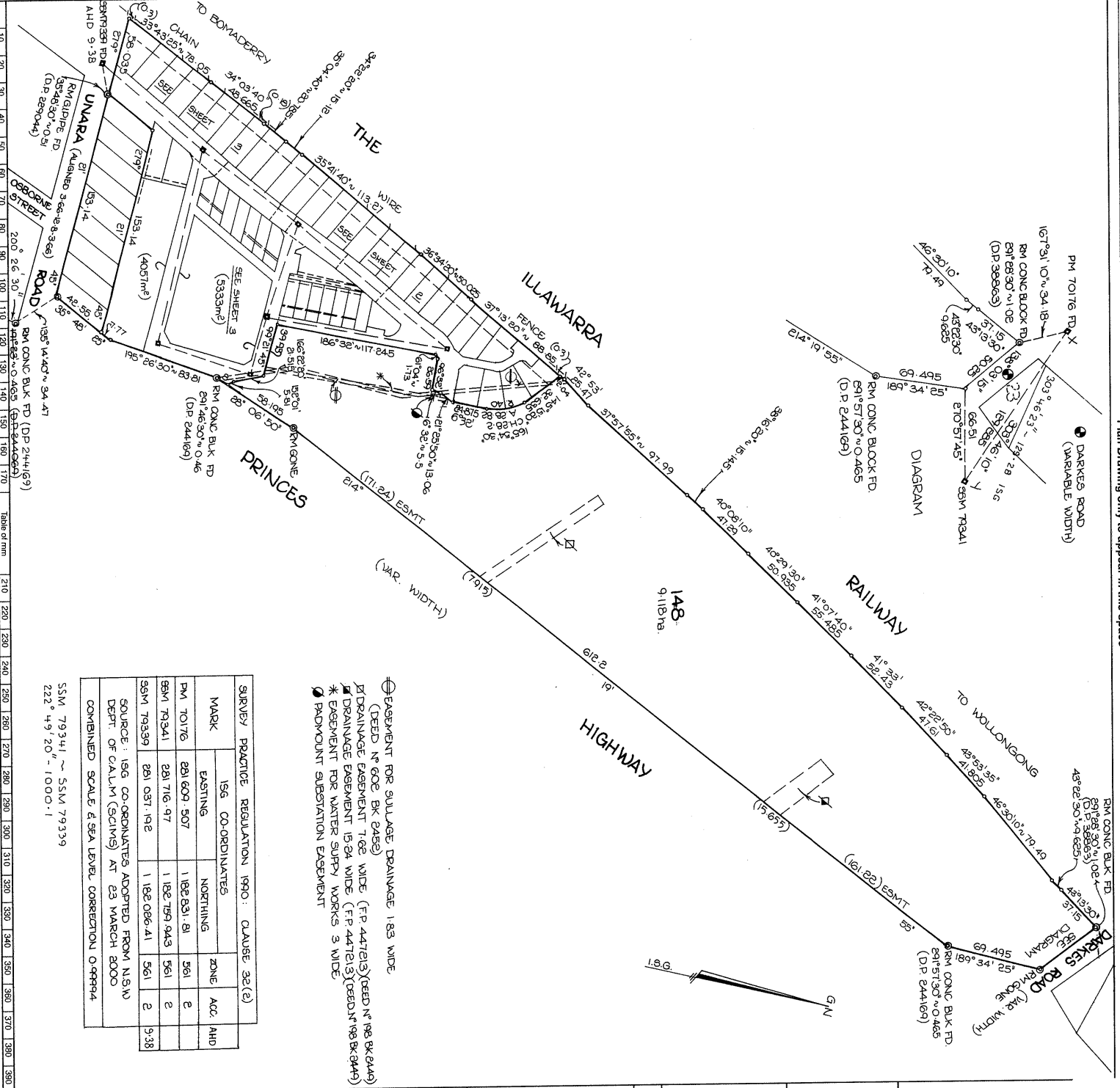


Director M. Richards
 Ian Richards
 Secretary

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

Subdivision Certificate
 I certify that the provisions of s.4, 10A of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed
 SUBDIVISION:
 (insert subdivision or plan number)

*Authorised Person/General Manager/Authorised Officer
 Consent Authority: WOLLONGONG CITY COUNCIL
 Date of endorsement: 10.01.01
 Accreditation No.: 6813
 Subdivision Certificate No.: 6803
 File No.: P13840
 When this plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.
 *Delete whichever is inapplicable



SURVEYOR'S REFERENCE: S/231/503 'CHECKLIST'
 WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION

- ⊕ EASEMENT FOR SEWER DRAINAGE 1.83 WIDE (CEED N° 602 BK 243E)
- ⊕ DRAINAGE EASEMENT 1.02 WIDE (FP 447E13) (CEED N° 198 BK 644)
- ⊕ DRAINAGE EASEMENT 15.24 WIDE (FP 447E13) (CEED N° 198 BK 644)
- * EASEMENT FOR WATER SUPPLY WORKS 3 WIDE
- ⊕ PADMOUNT SUBSTATION EASEMENT

MARK	1960 CO-ORDINATES		ZONE	ACC.	AHD
	EASTING	NORTHING			
PM 70176	281 609.507	1 182 831.81	561	2	
SM 79341	281 716.97	1 182 759 243	561	2	
SM 79339	281 037.192	1 182 086.41	561	2	9.38

SOURCE: 1960 CO-ORDINATES ADOPTED FROM N.S.W. DEPT. OF CALM (SCIMS) AT 23 MARCH 2000
 COMBINED SCALE & SEA LEVEL CORRECTION 0.99994

SSM 79341 ~ SSM 79339
 222° 49' 20" - 1000.1

DP1022745

Registered: 13.2.2001
 C.A.: SEE CERTIFICATE
 Title System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: W7377-3, 62
 Last Plan: DP 244169

PLAN OF SUBDIVISION OF LOTS 3 AND 10 IN DP244169

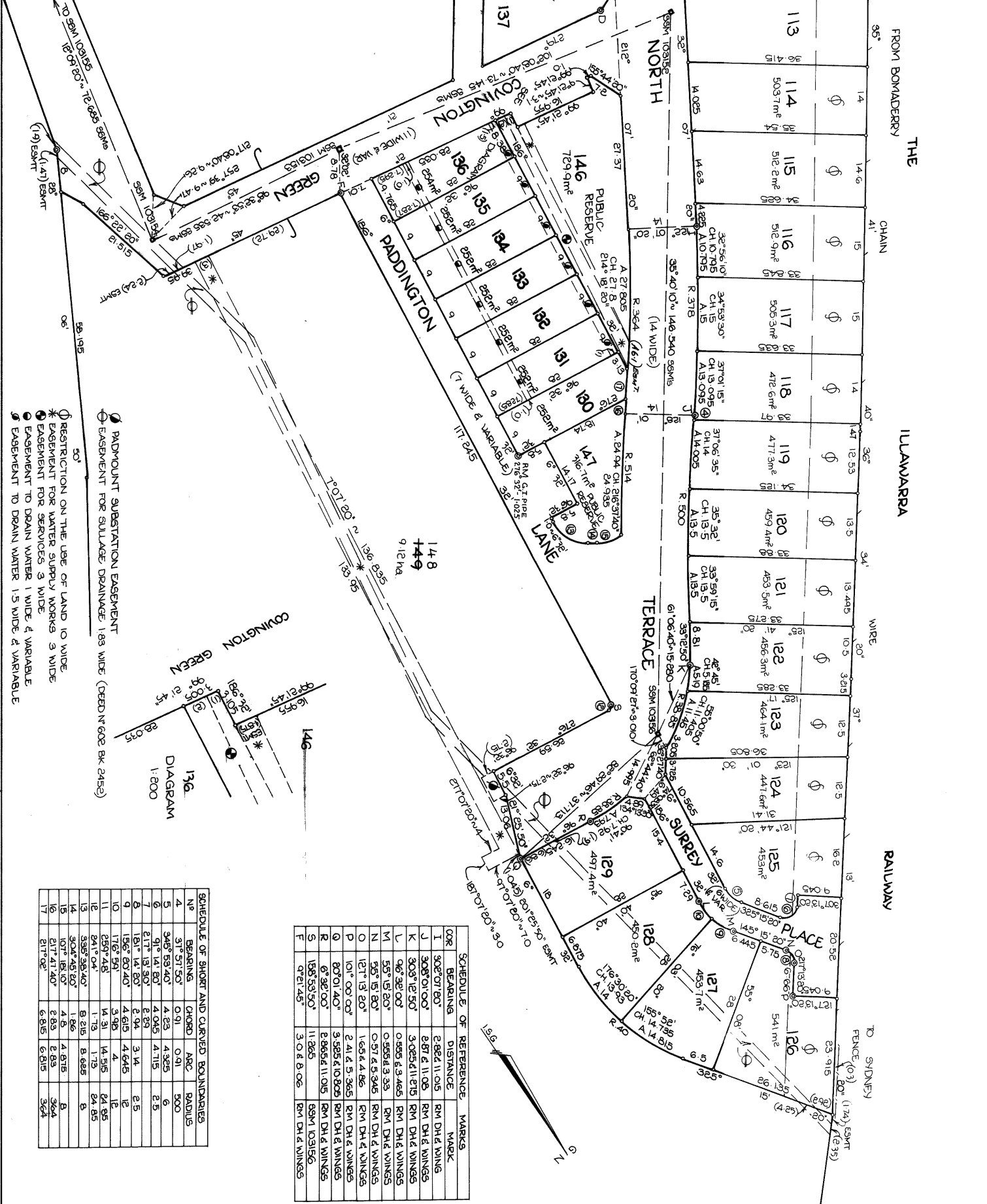
Lengths are in metres. Reduction Ratio 1:2000
 L.A.: WOLLONGONG
 Locality: DAPTO
 Parish: CALDERWOOD
 County: CAMDEN

This is sheet 1 of my plan in 4 sheets.
 (Delete if inapplicable)

Surveyors (Practical) Regulation 1996
 I, DAVID MERVYN SPATES, SURVEYOR, of 15 WAINING STREET, KANAWA, a surveyor registered under the Surveyors Act 1996, do hereby certify that the plan is accurate, has been made in accordance with the Surveyors (Practical) Regulation 1996 and was completed on 30 JUNE 2000. The survey relates to LOTS 101-149 INCL.
 (Here specify the land actually surveyed or specify any land shown in red on the subject of the survey)
 Zone: Surveyors
 Name: David M. Spates
 (Signature)
 Surveyor registered under the Surveyors Act, 1996

Plans used in preparation of survey/compilation
 D.P. 244169
 D.P. 229044
 D.P. 388663

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.
 IT IS INTENDED TO DEDICATE NORTH TERRACE, SURREY PLACE, CONINGTON GREEN, PARK LANE, AND DADDINGTON LANE TO THE PUBLIC AS ROAD.
 IT IS INTENDED TO CREATE LOT 146 AND LOT 147 AS PUBLIC RESERVE.
 PURSUANT TO SEC. 88A OF THE CONVEYANCING ACT 1919-1964 IT IS INTENDED TO CREATE
 1. EASEMENT TO DRAIN WATER
 2. EASEMENT TO DRAIN WATER
 3. EASEMENT FOR WATER SUPPLY WORKS 3 WIDE
 4. EASEMENT FOR SERVICES 3 WIDE
 5. PADMOUNT SUBSTATION EASEMENT
 6. RESTRICTION ON
 7. RESTRICTION ON
 8. USE OF LAND
 9. CONTINUED ON SHEET 2



SCHEDULE OF REFERENCE MARKS

COR	BEARING	DISTANCE	MARKS
I	302°07'20"	2.822 & 11.015	RM DH & WINGS
J	300°01'00"	2.871 & 11.025	RM DH & WINGS
K	305°12'50"	3.025 & 11.215	RM DH & WINGS
L	046°32'00"	0.325 & 6.3465	RM DH & WINGS
M	55°15'20"	0.525 & 4.335	RM DH & WINGS
N	55°15'20"	0.57 & 4.345	RM DH & WINGS
O	121°13'20"	1.65 & 4.185	RM DH & WINGS
P	101°00'00"	2.41 & 5.365	RM DH & WINGS
Q	80°01'40"	3.585 & 10.805	RM DH & WINGS
R	0°32'00"	2.865 & 11.015	RM DH & WINGS
S	135°53'50"	11.265	5.9M 10.3156
F	0°21'45"	3.0 & 6.06	RM DH & WINGS

SCHEDULE OF SHORT AND CURVED BOUNDARIES

Nº	BEARING	CHORD	ARC	RADIUS
4	317°57'50"	0.91	0.91	500
5	345°53'40"	4.23	4.325	6
6	91°14'20"	4.045	4.115	2.5
7	217°13'30"	2.29		
8	151°14'20"	2.94	3.14	2.5
9	156°30'40"	4.615	4.645	12
10	176°59"	3.98	4	12
11	259°48"	14.31	14.515	24.85
12	241°04"	1.73	1.73	24.85
13	335°32'40"	8.215	8.685	8
14	304°45'20"	1.86	4.675	8
15	107°18'10"	4.8	2.83	364
16	217°41'40"	2.83		
17	217°02"	6.815	6.815	364

- ⊙ RESTRICTION ON THE USE OF LAND 10 WIDE
- * EASEMENT FOR WATER SUPPLY WORKS 3 WIDE
- ⊙ EASEMENT FOR SERVICES 3 WIDE
- ⊙ EASEMENT TO DRAIN WATER 1 WIDE & VARIABLE
- ⊙ EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE
- ⊙ PADMOUNT SUBSTATION EASEMENT
- ⊙ EASEMENT FOR SULLAGE DRAINAGE 1.83 WIDE (DEED Nº 602 BK 2453)

Plan Drawing only to be used in this space

Registered: **DP1022745** 13-2-2001

This is sheet 2 of my plan in 4 sheets called *D. M. Yates*

This is sheet 2 of the plan of 4 sheets of covered by subdivision certificate No. 6815 of 10.01.01

Surveyor registered under Surveyors Act 1929

Authorised Person/General Manager/Authorised Certificate

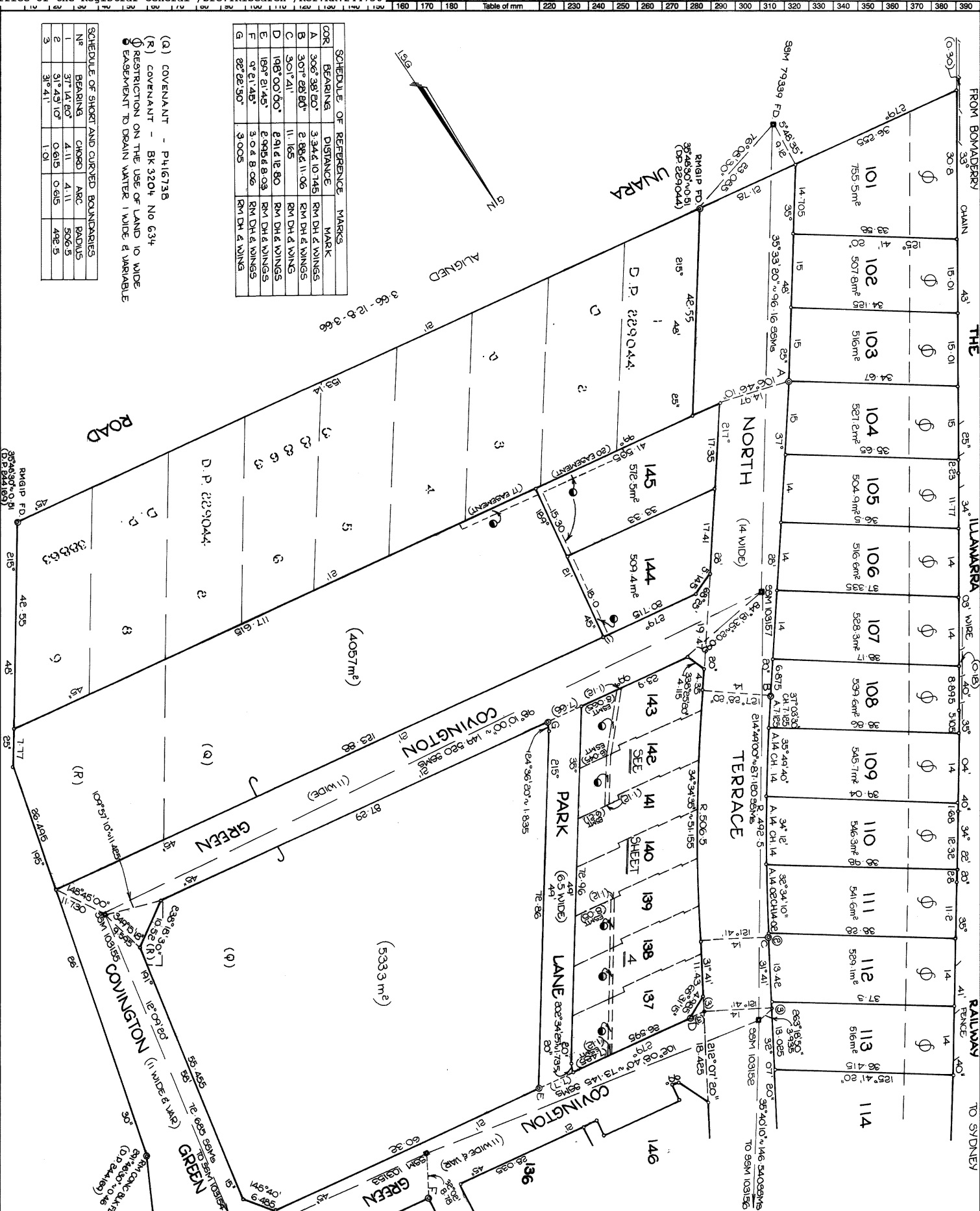
For use when space is insufficient in any panel on Plan Form 2

11. RESTRICTION ON USE OF LAND
 12. RESTRICTION ON USE OF LAND
 10 WIDE
 13. RESTRICTION ON USE OF LAND

DEFINITION OF THE ILLAWARRA RAILWAY CONSSENTED TO BY STATE RAIL AUTHORITY

Reduction Ratio 1:500

SURVEYOR'S REFERENCE: 5/1251/503



COR	BEARING	DISTANCE	MARKS
A	306° 38' 80"	3.344 (10.745)	RM DH & WINGS
B	307° 28' 80"	2.884 (11.06)	RM DH & WINGS
C	301° 41'	11.165	RM DH & WINGS
D	198° 00' 00"	8.914 (12.80)	RM DH & WINGS
E	189° 21' 45"	8.995 (8.09)	RM DH & WINGS
F	97° 21' 45"	5.0 (4.8 0.0)	RM DH & WINGS
G	82° 22' 50"	3.005	RM DH & WINGS

- (Q) COVENANT - P416738
- (R) COVENANT - BK 3204 No 634
- RESTRICTION ON THE USE OF LAND TO WIDE EASEMENT TO DRAIN WATER 1 WIDE & VARIABLE

SCHEDULE OF SHORT AND CURVED BOUNDARIES			
Nº	BEARING	CHORD	ARC RADIUS
1	37° 14' 80"	4.11	506.5
2	57° 45' 10"	0.615	492.5
3	31° 41'	1.01	

DP1022745

Registered: 13.2.2001

This is sheet 3 of my plan in 4 sheets dated

D.M. Yates
Surveyor registered under Surveyors Act 1929

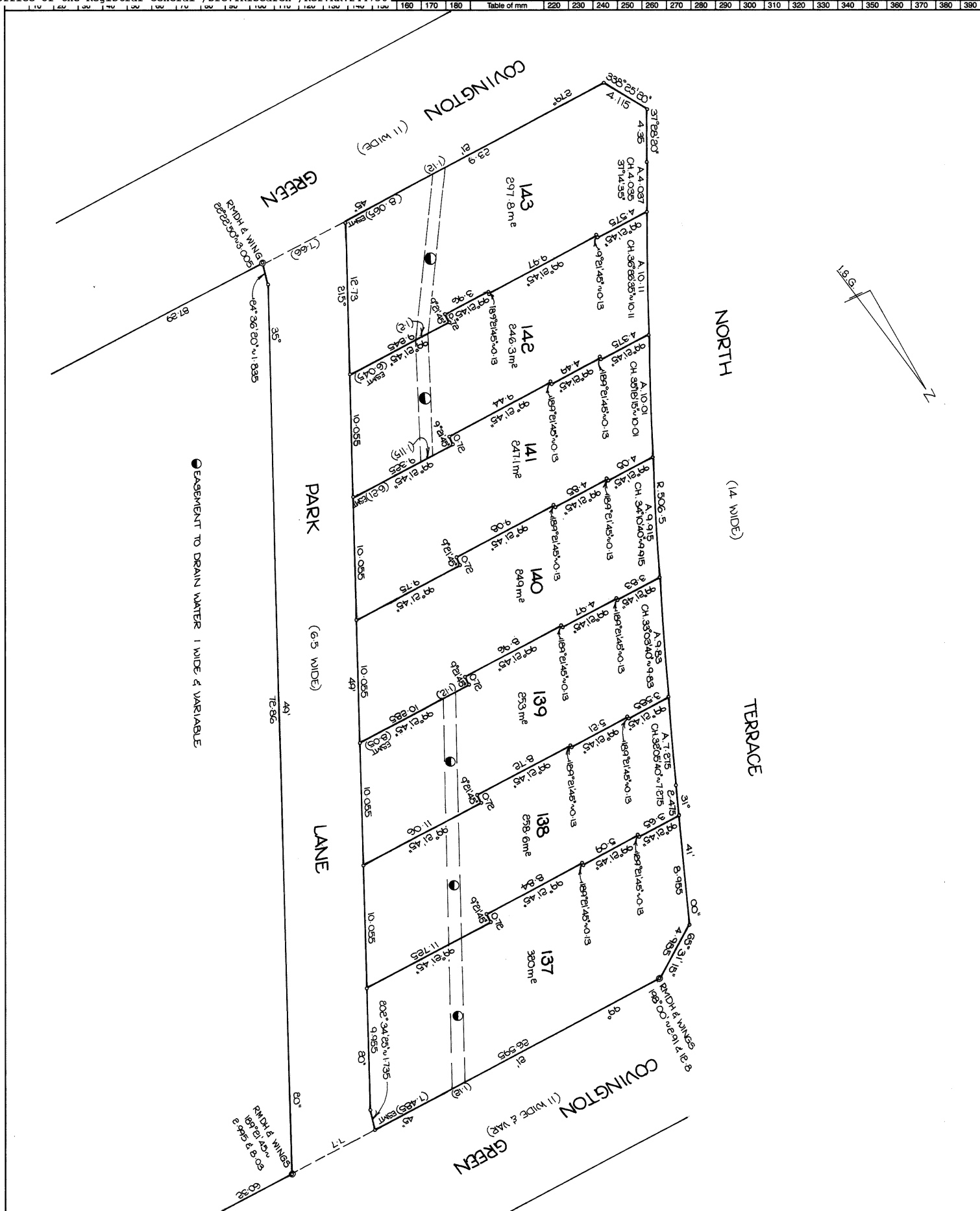
This is sheet 3 of the plan of 4 sheets of covered by subdivision certificate No. 6815 of 10.01.01

Authorised Person/General Manager/Accredited Officer

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

Reduction Ratio: 1:500

SURVEYOR'S REFERENCE: S/231/503



Registered: 13-2-2001 This is sheet 4 of my plan in 4 sheets dated This is sheet 4 of the plan of 4 sheets or covered by subdivision certificate No. 6815 of 10.01.01 Surveyor registered under Surveyors Act 1999 Authorized Person/General Manager/Accredited Compiler For use where space is insufficient in any panel on Plan Form 2	Reduction Ratio 1:200 SURVEYOR'S REFERENCE: S/631/503	
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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 1 of 16 Sheets)

DP1022745

Plan of Subdivision of Lots 3 and 10 in
DP 244169 in Council's Certificate
No: 6815 of 10.01.01

Full name and address of
Proprietor of the land

Miltonbrook Joint Venture Services
Pty Limited
A C N 003 860 286
Level 3, 223 Crown Street, Wollongong 2500

Full name and address of
Mortgagee of the land

Donovan Oates Hannaford Mortgage
Corporation Limited A C N 086 879 307 of
111 William Street, Port Macquarie

PART 1

1. Identity of easement firstly referred
to in the abovementioned plan

Easement to drain water 1 wide and variable

Schedule of lots etc affected

Lots burdened

131
132
133
134
135
136
137
138
139
142
143
144

145

148

Lots name of Road or Authority Benefited

130
131 130
132 131 130
133 132 131 130
134 133 132 131 130
135 134 133 132 131 130
138 139 140
139 140
140
141
142 141
145 and Lot 1 in DP 229044
and lots 2, 3 and 4 in DP 38863
Lot 1 in DP 229044 and
Lots 2, 3 and 4 in DP 38863
Lots 3 and 4 in DP 38863

General Manager/Authorised Person
Wollongong City Council

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

Lengths are in metres

(Sheet 2 of 16 Sheets)

Plan of Subdivision of Lots 3 and 10 in
DP 244169 in Council's Certificate
No: 6815 of 10.01.01

DP1022745

2. Identity of easement secondly
referred to in abovementioned plan

Easement to drain water 1.5 wide and
variable

Schedule of lots etc affected

<u>Lot burdened</u>	<u>Lots name of Road or Authority Benefited</u>
131	130
132	131 130
133	132 131 130
134	133 132 131 130
135	134 133 132 131 130
136	135 134 133 132 131 130

3. Identity of easement thirdly
referred to in abovementioned plan

Easement for water supply works 3 wide

Schedule of lots etc affected


<u>Lots burdened</u>	<u>Lots name of Road or Authority Benefited</u>
146 and 148	Sydney Water Corporation

4. Identity of easement fourthly
referred to in abovementioned plan

Easement for services 3 wide

Schedule of lots etc affected

<u>Lot burdened</u>	<u>Lots name of Road or Authority Benefited</u>
146	130-136 inclusive Integral Energy Australia


.....
General Manager/Authorised Person
Wollongong City Council

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

Lengths are in metres

(Sheet 3 of 16 Sheets)

DP1022745

Plan of Subdivision of Lots 3 and 10 in
DP 244169 in Council's Certificate
No: 6815 of 10.01.01

5. Identity of easement fifthly
referred to in the abovementioned Plan

Easement for Padmount Substation

Schedule of lots etc affected

Lots burdened

Lots name of Road or Authority Benefited

148

INTEGRAL ENERGY AUSTRALIA

6. Identity of easement sixthly
referred to in the abovementioned plan

Restriction on the use of land

Schedule of lots etc affected

Lots burdened

Lots name of Road or Authority Benefited

Each lot except
146 147 148

every other lot except
146 147 148

7. Identity of easement seventhly
referred to in abovementioned plan

Restriction on the use of land

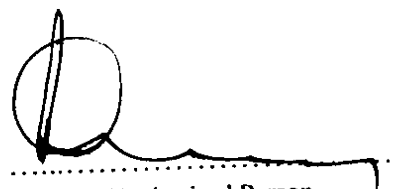
Schedule of lots etc affected

Lots Burdened

Lots name of Road or Authority Benefited

101 - 115 inclusive
120 - 148 inclusive

Wollongong City Council



General Manager/Authorised Person
Wollongong City Council

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

Lengths are in metres

(Sheet 4 of 16 Sheets)

DP1022745

Plan of Subdivision of Lots 3 and 10 in
DP 244169 in Council's Certificate
No: 6815 of 10.01.01

8. Identity of easement eighthly
referred to in abovementioned plan

Restriction on the use of land

Schedule of lots etc affected

Lots burdened

Lots name of Road or Authority Benefited

101 - 129 inclusive
144 - 145

Wollongong City Council

9. Identity of easement ninthly
referred to in abovementioned plan

Restriction on use of land

Schedule of lots etc affected

Lots burdened

Lots name of Road or Authority Benefited

101-145 inclusive

Wollongong City Council

10. Identity of easement tenthly
referred to in abovementioned plan

Restriction of use of land

Schedule of lots etc affected

Lots burdened

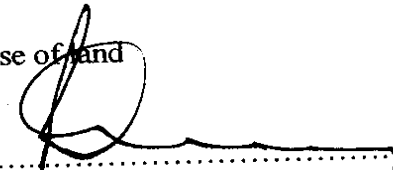
Lots name of Road or Authority Benefited

126 - 136 inclusive

Wollongong City Council

11. Identity of easement eleventhly
referred to in abovementioned plan

Restriction on use of land


.....
General Manager/Authorised Person
Wollongong City Council

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

(Sheet 5 of 16 Sheets)

DP1022745

Plan of Subdivision of Lots 3 and 10 in
DP 244169 in Council's Certificate
No: 6815 of 10.01.01

Schedule of lots etc affected

Lots burdened

Lots name of Road or Authority Benefited

101 – 131 inclusive
137 – 145 inclusive

Wollongong City Council

12. Identity of easement twelfthly
referred to in abovementioned Plan

Restriction on use of land 10 wide

Schedule of lots etc affected

Lots burdened

Lots name of Road or Authority Benefited

101-126

Wollongong City Council

13. Identity of easement thirteenthly
referred to in abovementioned Plan

Restriction on use of land

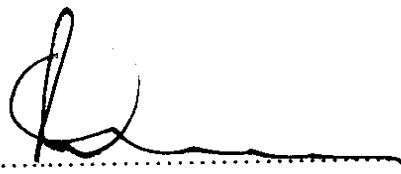
Schedule of lots etc affected

Lots burdened

Lots name of Road or Authority Benefited

101-126

Wollongong City Council


.....
General Manager/Authorised Person
Wollongong City Council

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

Lengths are in metres

(Sheet 6 of 16 Sheets)

DP1022745

Plan of Subdivision of Lots 3 and 10 in
DP 244169 in Council's Certificate
No: 6815 of 10.01.01

PART 2

1. Terms of easement firstly referred to in abovementioned plan

Name of person whose consent is required to release, vary or modify the easement firstly referred to in the abovementioned plan.

WOLLONGONG CITY COUNCIL

2. Terms of easement secondly referred to in the abovementioned plan

Name of person whose consent is required to release, vary or modify the easement secondly referred to in the abovementioned plan.

WOLLONGONG CITY COUNCIL

3. Terms of Easement for Water Supply Works 3 wide thirdly referred to in the abovementioned plan

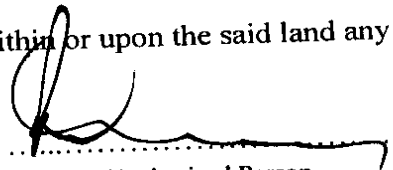
An easement for Water Supply Works in the terms set out in Memorandum 5736746 filed in the Land Titles Office amended for the purposes of this Instrument as follows:-

- (1) Clause 1(b) is amended by the insertion, between the words 'purposes' and 'AND' of the following words:

" , including a right to discharge and drain water, with any associated matter and debris, from the works in any quantities across and through the said land and to utilise for such purpose any drainage system or pipes within the said land;"

- (1) New clauses 1(c)(v) and 1(c)(vi) are inserted in the following terms:

"1(c)(v) plant or allow to be planted in, on, within or upon the said land any trees, shrubs or plants."


General Manager/Authorised Person
Wollongong City Council

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

Lengths are in metres

(Sheet 7 of 16 Sheets)

DP1022745

Plan of Subdivision of Lots 3 and 10 in
DP 244169 in Council's Certificate
No: 6815 of 10.01.01

"1(c)(vi) install or lay or allow to be installed or laid in, over, on or under the said land any services above or below ground including without limitation electrical, telecommunications, gas, water, wastewater and stormwater pipes, conduits, cables, ducts and the like."

For the purposes of this instrument, references within Memorandum 5736746 as amended to "the said land" means the site of the subject easement hereby created and references to "transferred" means the easement or rights created herein in favour of the Authority benefited.

Name of person empowered to release vary or modify the easement thirdly referred to in the abovementioned plan

SYDNEY WATER CORPORATION

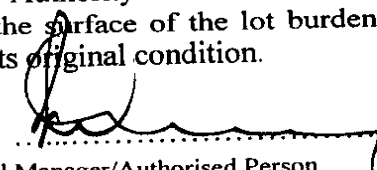
4. Terms of easement fourthly referred to in the abovementioned plan

(I) In so far as Integral Energy Australia has the benefit of this Easement:-

A) Full and free right and licence for the Authority Benefited to erect electricity equipment under the lot burdened for the purpose of transmission of electricity and incidental purposes, together with the following rights:

- (a) to enter pass and repass on the lot burdened (with or without vehicles) at all responsible times (and at any time in the event of an emergency) and to remain there for any reasonable time with or without workmen materials or machinery, and
- (b) to cut, trim, remove and lop trees, branches, roots, foliage and other vegetation on the lot burdened which encroach on or may interfere with or prevent reasonable access to the easement site or the electricity equipment, and the lot to remove any encroachments from the easement site, and
- (c) to excavate the easement site for the purpose of this easement.

B) In exercising its rights under this easement the Authority Benefited will take reasonable precautions to minimise disturbance to the surface of the lot burdened and will restore that surface as nearly as practical to its original condition.


General Manager/Authorised Person
Wollongong City Council

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

Lengths are in metres

(Sheet 8 of 16 Sheets)

DP1022745

Plan of Subdivision of Lots 3 and 10 in
DP 244169 in Council's Certificate
No: 6815 of 10. 01. 01

C) The Owner of the lot burdened covenants with the Authority Benefited that the Owner:

- (a) will not erect or permit to be erected any structure on or under the easement site, and
 - (b) will not alter the surface level of the easement site or carry out any form of construction affecting its surface, under surface or subsoil, and
 - (c) will not do or permit anything to be done or fail to do anything whereby access to the easement site by the Authority Benefited is restricted
- without the written permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.

D) "Authority Benefited" means Integral Energy Australia (and its successors) and its employees, agents, contractors and persons authorised by it.

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

"Electricity equipment" means underground electricity cables, ducts and ancillary electrical equipment.

"Erect" includes construct, repair, replace, maintain, modify, use and remove.

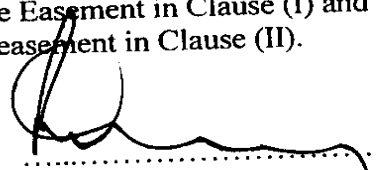
"Easement site" means that part of the lot burdened subject to the easement

The terms implied by s.88A (2A) and Schedule 4A Part 9 of the Conveyancing Act 1919 are excluded.

(II) In so far as Lots 130 – 136 have the benefit of this Easement the terms of this Easement shall be as set out in Schedule 8 Part 11 of the Conveyancing Act 1919.

Name of person empowered to release vary or modify the easement Fourthly referred to in the abovementioned plan

INTEGRAL ENERGY AUSTRALIA in relation to the Easement in Clause (I) and
WOLLONGONG CITY COUNCIL in relation to the easement in Clause (II).


General Manager/Authorised Person
Wollongong City Council

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

Lengths are in metres

(Sheet 9 of 16 Sheets)

DP1022745

Plan of Subdivision of Lots 3 and 10 in
DP 244169 in Council's Certificate
No: 6815 of 10.01.01

5. Terms of padmount station easement fifthly referred to in the abovementioned plan

Full and free right and licence for the Authority Benefited to erect a padmounted substation on the land burdened by this easement for the purposes of transmission of electricity and incidental purposes together with the following rights:

- (a) to enter, pass and repass on the land burdened (with or without vehicles) at all reasonable times (and at any time in the event of an emergency) to gain access to the easement and to remain there for any reasonable time with or without workmen materials or machinery;
- (b) to cut, trim remove, and lop trees, branches, roots and other foliage which encroach on the easement or prevent reasonable access to the easement or the padmounted substation;
- (c) to remove any other obstructions of any kind which encroach on the easement or prevent reasonable access to the easement or the padmounted substation, and
- (d) to excavate the land burdened for the purposes of this easement.

In exercising its rights under this easement the Authority Benefited will take all reasonable precautions to ensure as little disturbance as possible to the surface of the land burdened and will restore that surface as nearly as practicable to its original condition.

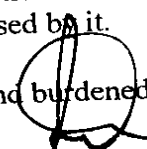
The Owner of the land burdened covenants with the Authority Benefited that the Owner:

- (a) will not erect or permit to be erected any structure on or under the land burdened;
- (b) will not alter the surface level of the land burdened or carry out any form of construction affecting its surface, undersurface or subsoil, and
- (c) will not do or permit anything to be done whereby access by the Authority Benefited is restricted

without the written permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.

"Authority Benefited" means Integral Energy Australia and its successors, employees, agents, contractors, and persons authorised by it.

"Owner" means the registered proprietor of the land burdened (including those


.....
General Manager/Authorised Person
Wollongong City Council

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

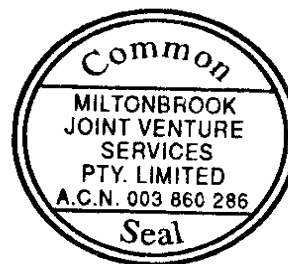
Lengths are in metres

(Sheet 16 of 16 Sheets)

Plan of Subdivision of Lots 3 and 10 in
DP 244169 in Council's Certificate
No: 6815 of 10.01.01

DP1022745

THE COMMON SEAL of MILTONBROOK
JOINT VENTURE SERVICES PTY
LIMITED (ACN 003 860 286)
was hereto affixed pursuant to a
resolution of the Board of Directors
in the presence of:



[Handwritten signature]
.....

[Handwritten signature]
.....

The COMMON SEAL of
DONOVAN OATES HANNAFORD
MORTGAGE CORPORATION
was hereto affixed pursuant to a
resolution of the Board of Directors
in the presence of:



[Handwritten signature]
.....
Director

[Handwritten signature]
.....
Secretary



Miltonbrook - V. 4

[Handwritten signature]
.....

General Manager/Authorised Person
Wollongong City Council

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

Lengths are in metres

(Sheet 15 of 16 Sheets)

DP1022745

Plan of Subdivision of Lots 3 and 10 in
DP 244169 in Council's Certificate
No: 6815 of 10.01.01

- (c) Acoustic insulation shall be required in the roof space.
(d) No ventilation openings shall be incorporated in exposed walls on the western facade

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

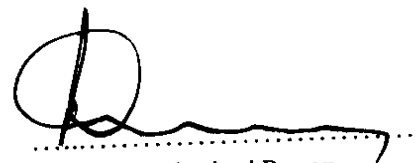
WOLLONGONG CITY COUNCIL

13. Terms of restriction Thirteenthly referred to in the abovementioned plan

No fence shall be erected on the western boundary of any lot hereby burdened unless it is constructed of 1800mm high lapped and capped type timber paling fence and the owner of any lot so burdened must not interfere with, damage or alter or permit interference with, damage to or alteration to any fence constructed partly or wholly on that lot.

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

WOLLONGONG CITY COUNCIL



General Manager/Authorised Person
Wollongong City Council

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

(Sheet 14 of 16 Sheets)

DP1022745

Plan of Subdivision of Lots 3 and 10 in
DP 244169 in Council's Certificate
No: 6815 of 10.01.01

121	8.52
122	8.52
123	8.52
124	8.52
125	8.52
126	8.52
127	8.52
128	8.52
129	8.52
130	8.81
131	8.81
137	9.27
138	9.32
139	9.37
140	9.42
141	9.45
142	9.49
143	9.52
144	9.72
145	9.82

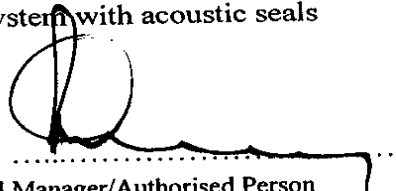
Name of person empowered to release, vary or modify Restriction Eleventhly referred to in the abovementioned plan:

WOLLONGONG CITY COUNCIL

12. Terms of restriction Twelfthly referred to in the abovementioned plan

No habitable room in any building shall be erected or be permitted to remain erected within the 10 metre restricted area as shown in the abovementioned plan unless constructed with the following acoustic treatment:-

- (a) Glazing on the western façade should be minimum 6.38mm laminate in a solid frame system with acoustic seals comprising soft, compressible rubber.
- (b) Doors on the western façade should be in a solid frame system with acoustic seals comprising soft, compressible rubber.
- (c) Acoustic insulation shall be required in the roof space.


General Manager/Authorised Person
Wollongong City Council

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

Lengths are in metres

(Sheet 13 of 16 Sheets)

DP1022745

Plan of Subdivision of Lots 3 and 10 in
DP 244169 in Council's Certificate
No: 6815 of 10.01.01

(b) With regard to lots 130 –136 which front a reserve, no front fence shall be erected unless it is "Federation style picket" fencing not exceeding 1000mm in height

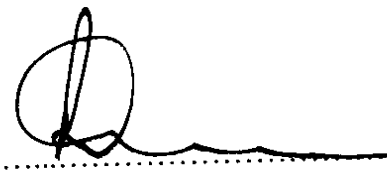
Name of person empowered to release, vary or modify Restriction Tenthly referred to in the abovementioned plan:

WOLLONGONG CITY COUNCIL

11. Terms of Restriction on use Eleventhly referred to in the abovementioned plan

No building shall be erected or permitted to remain on any lot burdened unless the minimum floor level of such building shall be that shown beside the lot in the schedule hereunder or such lower level as may be approved in writing by Wollongong City Council.

Lot No.	Level (metres AHD)
101	9.97
102	9.93
103	9.90
104	9.82
105	9.72
106	9.65
107	9.62
108	9.52
109	9.47
110	9.42
111	9.32
112	9.27
113	9.17
114	9.12
115	9.02
116	8.97
117	8.92
118	8.81
119	8.74
120	8.67



General Manager/Authorised Person
Wollongong City Council

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

Lengths are in metres

(Sheet 12 of 16 Sheets)

DP1022745

Plan of Subdivision of Lots 3 and 10 in
DP 244169 in Council's Certificate
No: 6815 of 10.01.01

WOLLONGONG CITY COUNCIL

8. Terms of restriction on use of land Eighthly referred to in the abovementioned plan

No building or other structure including but not limited to vehicle accommodation including carports shall be erected or remain erected within 4.5 metres of the front street alignment as imposed by Wollongong City Council

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

WOLLONGONG CITY COUNCIL

9. Terms of Restrictions as to Use of land Ninthly referred to the abovementioned Plan

No building shall be erected or remain erected on any lot hereby burdened unless the plans and specifications of such buildings have been approved by Wollongong

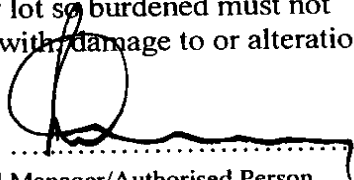
City Council and prepared in accordance with "Design Guidelines and Site Constraints North Terrace, Dapto, Stage 1" on Wollongong Council file.

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

WOLLONGONG CITY COUNCIL

10. Terms of Restriction on use Tenthly referred to in the abovementioned plan

(a) No fence shall be erected on the boundary of any lot hereby burdened and an adjoining Public Reserve unless it is constructed of 1500mm high lapped and capped type timber paling fence and the owner of any lot so burdened must not interfere with, damage or alter or permit interference with damage to or alteration to any fence constructed wholly or partly on that lot.


.....
General Manager/Authorised Person
Wollongong City Council

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

Lengths are in metres

(Sheet 11 of 16 Sheets)

DP1022745

Plan of Subdivision of Lots 3 and 10 in
DP 244169 in Council's Certificate
No: 6815 of 10.01.01

- (h) No flat fibro shall be used in the construction of any building except as a fill in material.
- (i) No fence shall be erected of corrugated iron, concrete block, flat fibro or sheet asbestos.
- (j) That for the benefit of any adjoining land of Miltonbrook Joint Venture Services Pty Ltd but only during the ownership thereof by Miltonbrook Joint Venture Services Pty Ltd its assigns other than purchasers on sale, no fence shall be erected on the land hereby burdened to divide it from such adjoining land without the consent of Miltonbrook Joint Services Pty Ltd or its assigns as aforesaid but such consent shall not be withheld if any such fence is erected without expense to Miltonbrook Joint Services Pty Ltd or its assigns as aforesaid and in favour of any persons dealing with Miltonbrook Joint Services such consent shall be deemed to have been given in respect of every fence for the time being erected.

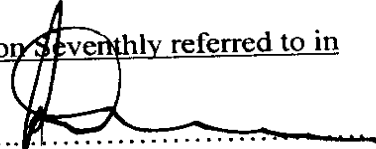
**Name of person empowered to release vary or modify the restrictions on use of land
Sixthly referred to in the abovementioned plan**

For so long as Miltonbrook Joint Venture Services Pty Limited remains the registered proprietor of any lot or part of any lot of this subdivision the foregoing restrictions on use of land may only be released, varied or modified only by and with the consent of the said Miltonbrook Joint Venture Services Pty Limited and hereafter, the said restrictions on us of land may only be released, varied or modified by the proprietors of all lots in whose favour this restriction on use of land is created, provided further that the restriction on use of land shall remain in force and effect only until 31st December 2008 and thereafter shall lapse.

7. Terms of restrictions on use Seventhly referred to in the abovementioned plan

No lot hereby burdened shall be used for residential purposes UNLESS the Transferor shall have advised the Transferee that the land has been filled and further that no building shall be constructed on that part of the land that has been filled unless the foundations have been designed by a qualified structural and/or civil engineer and approved by Wollongong City Council.

**Name of person empowered to release, vary or modify Restriction Seventhly referred to in
the abovementioned plan:**


.....
General Manager/Authorised Person
Wollongong City Council

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

Lengths are in metres

(Sheet 10 of 16 Sheets)

DP1022745

Plan of Subdivision of Lots 3 and 10 in
DP 244169 in Council's Certificate
No: 6815 of 10.01.01

claiming under or through the Owner).

"Padmounted substation" means a padmounted electricity substation together with any underground or overhead electricity cables and any ancillary electrical equipment.

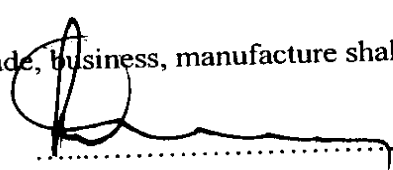
"Erect" includes construct, repair, replace, maintain, modify, use and remove.

Name of person empowered to release vary or modify the easement Fifthly referred to in the abovementioned plan

INTEGRAL ENERGY AUSTRALIA

6. Terms of restriction on use of land Sixthly referred to in the abovementioned plan:

- (a) No building shall be erected on any lot hereby burdened with a metal roof unless such metal roof material shall be, prior to the erection of the building, pre-coated with durable baked enamel, vinyl or polyester film.
- (b) No building including any main building or garage shall be erected on each lot hereby burdened unless constructed of new materials.
- (c) No advertisement, hoarding sign or matter of any description shall be erected or displayed on each lot burdened prior to 31 December 2001 without the prior written consent of the developer and the developer shall have the right to remove such advertisement.
- (d) No existing dwelling house shall be partly or wholly moved to be placed upon, re-erected on or permitted to remain on any lot hereby burdened.
- (e) No structure of a temporary character including but not confined to basement, tent, shack, garage, trailer, camper, caravan shall be used at any time as a dwelling house on the lot burdened.
- (f) No fuel storage tanks shall be placed upon or permitted to remain on any lot burdened.
- (g) No noxious, noisome or offensive occupation, trade, business, manufacture shall be conducted or carried out on any lot burdened.


.....
General Manager/Authorised Person
Wollongong City Council

RP 13A



'75 SEP 10 PH 2



SOUTH WALES

P.416738

OFFICE USE ONLY

B-X
\$ 18

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

This form is for use where the short form of transfer is suitable.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink. No alterations should be made by erasure; the words rejected must be ruled through and verified by signature or initials in the margin.

(a) Full name, address and occupation of transferor.

(a) FAZAL MOHAMAD KHAN of Dapto, Farmer and HUKOOMAT BIBI KHAN, his wife

hereinafter referred to as the TRANSFEROR

(b) If a less estate strike out in fee simple and add appropriate estate.

being registered proprietor of an estate in fee simple^(b) in the land hereinafter described, subject to the following encumbrances and interests

(c) A short note will suffice. If no encumbrance is not yet registered particulars sufficient for identification must be furnished.

(c) Resumption N896173 of an Easement for Drainage
 Easement for Drainage created by Deed Book 2449 No. 198
 Easement for Sullage and Drainage created by Deed Book 2452 No. 602

in consideration of EIGHTY THOUSAND DOLLARS (\$80,000.00)

(d) Insert appropriate words. If desired, this space may be used in the case of a transfer by direction.

(the receipt whereof is hereby acknowledged), paid to the transferor by^(d) THE COMMISSIONER FOR MAIN ROADS hereby transfers to

(e) Full name, address and occupation of transferee. If more than one transferee state whether joint tenants or tenants in common. Unless otherwise stated tenants in common will be presumed to hold in equal shares.

(e) THE COMMISSIONER FOR MAIN ROADS,
309 CASTLEREAGH STREET,
SYDNEY

hereinafter referred to as the TRANSFEEE

an estate in fee simple^(b) in the land described in the following schedule

Insert lot and plan number, portion, etc. See also sections 227 and 227AA Local Government Act, 1919.

Reference to title		Whole or Part	Description of land if part only ^(f)	County	Parish
Volume	Folio				
10861	111	Part	Being Lots 7, 16 and 23 in Deposited Plan 244169	Carden	Calderwood
10861	107	Part	Being Lot 15 in Deposited Plan 244169	Carden	Calderwood

K 1100 BT 437-3

RULE UP ALL BLANKS

10861-111
198

AND the transferor doth for the benefit of the land hereby transferred (hereinafter called "the dominant tenement") covenant with the transferee (in this covenant called "the Commissioner") and with the Council of the City of Wollongong and so as to bind the residue of the land in the abovementioned Certificate of Title (hereinafter called "the servient tenement") that the transferor will not, without the written consent of the Commissioner (which consent may be revoked at any time by the Commissioner at his discretion and without compensation) construct, or allow to be constructed, on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement, having been proclaimed a motorway under Part VAA of the Main Roads Act, 1924, thereafter ceases to be such a motorway.

(g) Here insert any easement restrictive covenants or exceptions intended to be included. Easements or restrictive covenants must comply with section 88 of the Conveyancing Act, 1919. If the space provided is insufficient, additional sheets of the same size and quality of paper as this form should be used. A binding margin of 1 1/2 inches and side margins of not less than 1/2 inch should be preserved. Each additional sheet must be signed by the parties and the attesting witnesses.

STATUTORY DECLARATION

I, HUKOOMAT BIBI KHAN of 54-56 Prince Edward Drive, Dapto
in the State of New South Wales, Married Woman, do solemnly and
sincerely declare as follows:-

1. I am the person referred to in memorandum of transfer
made between Fazal Mohamad Khan and myself of the
one part and the Commissioner for Main Roads of the
other part in respect of part of the land comprised
in Certificate of Title Volume 10861 Folio 111
being Lots 7, 16 and 23 in Deposited Plan 244169
and 10861 Folio 107 being Lot 15 in Deposited Plan
244169.


2. The signature "H. B. Khan" appearing on the transfer
is my usual signature.

AND I MAKE this solemn declaration conscientiously believing
the same to be true and by virtue of the provisions of the
Oaths Act, 1900.

SUBSCRIBED AND DECLARED

at Dapto
this 4th day of July.
July, 1975,
before me:

HUKOOMAT BIBI KHAN



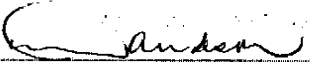
A Justice of the Peace

Dated at Sydney this 29th day of August 1975

at proof of execution of normally be required...
Where executed in New South Wales...
Where executed in any part of the Commonwealth of Australia...
Where executed in foreign country...
Repeat attestation clause...
Section 117 Real Property Act, 1900...
May be witnessed by any responsible person not being a party to this dealing.

Signed in my presence by the transferor/who is personally known to me

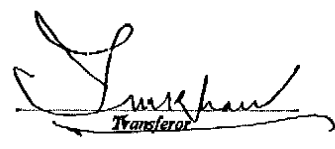
FAZAL MOHAMAD KHAN



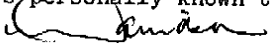
Signature of witness
HAROLD ARCHDALE DAVIDSON

Name of witness (BLOCK LETTERS)
SOLICITOR

Qualification of witness


Transferor

Signed in my presence by the transferor HUKOOMAT BIBI KHAN who is personally known to me:



Signed by HARRY MEEHAN Chief Legal Officer Department of Main Roads in the presence of:

HUKOOMAT BIBI KHAN
Transferor

Signed in my presence by the transferor who is personally known to me



Name of witness (BLOCK LETTERS)
GEORGE GIBARA

Address of witness
309 CASTLEREACH STREET, SYDNEY


Transferor

Accepted and certified correct for the purposes of the Real Property Act, 1900.

DEPARTMENTAL USE ONLY

TRANSFER


Subject to transfer last

Checked A.K.
 Packed 1/10/75
 Signed 7/5

REGISTERED

29-10-1975

Jarataon
 Registrar General



TO BE COMPLETED BY LODGING PARTY

Lodged by Department of Main Roads

Address: 309 Castlereagh Street, Sydney
 Papers No. L.1/497.11048 HG:FF
 Phone No.: 2-0933 Ext: 644

Documents lodged herewith

1. 267 PRO
 2. _____
 3. _____
 4. _____
 5. _____

Received Documents _____
 Receiving Clerk *[Signature]*

J.W.

AUTHORITY FOR USE OF INSTRUMENT OF TITLE⁽¹⁾

Authority is hereby given for the use of _____
 _____ lodged
 (insert reference to certificates, grants or dealings.)
 in connection with _____ for the
 (insert number of plan or dealing)
 registration of this dealing and for delivery to _____

(BLOCK LETTERS)

 Signature

 Name (BLOCK LETTERS)

(1) Unless the instrument of title has been lodged by the person lodging the dealing, or its use has been authorized previously, the authority must be furnished by the person otherwise entitled to delivery of the certificate of title, grant &c.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY

(To be signed at the time of executing the within dealing)

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 dealing.

Signed at _____
 the _____ day of _____ 19 _____

 Signature of attorney

 Signature of witness

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS^(m)

I certify that _____,
 the attesting witness to this dealing, appeared before me at _____
 the _____ day of _____ 19 _____

and declared that he personally knew _____

 the person signing the same, and whose signature he vto he has attested, and that the name purporting to be such signature of the said _____

 is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.

 Signature

 Name (BLOCK LETTERS)

 Qualification

(m) Not required where dealing attested in accordance with note (b); in other cases to be signed by one of the persons referred to in note (b).

D

M.P.D.

SIGNATURES AND SEALS ONLY



M. J. Freeman
Director
MCA Co-Ordinates
Secretary



G. R. H. Seal
Director
Donohoe Civil Engineering Services Pty Limited
Secretary

PLAN APPROVED: *[Signature]*
Authorised Officer
Land District: *[Blank]*
Paper No.: *[Blank]*
Field Book: *[Blank]* pages: *[Blank]*

Crown Lands Office Approval

Subdivision Certificate

I certify that the provisions of s. 198A of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed: *[Blank]* set out herein (best subdivision or new road)

*Authorised Professional Management/Accredited Officer

Consent Authority: *[Blank]*
Date of endorsement: *[Blank]*
Accreditation No.: *[Blank]*
Subdivision Certificate No.: *[Blank]*

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

*Dates which are inapplicable

Plan Drawing only to appear in this space

- Ⓐ EASEMENT FOR SUPPORT 0.26 WIDE
- Ⓑ EXISTING EASEMENT TO DRAIN WATER 1 WIDE & VARIABLE (D.P. 1022745)

LINE	BEARING	DISTANCE	ARC	RADIUS
1	36° 06' 40"	4.035	4.037	506.15
2	35° 18' 40"	10.11	10.11	"
3	34° 10' 20"	10.01	10.01	"
4	33° 02' 45"	9.915	9.915	"
5	31° 55' 45"	9.83	9.83	"
6	30° 57' 45"	7.275	7.275	"
7-14	8° 13' 50"	0.13 (EACH)		

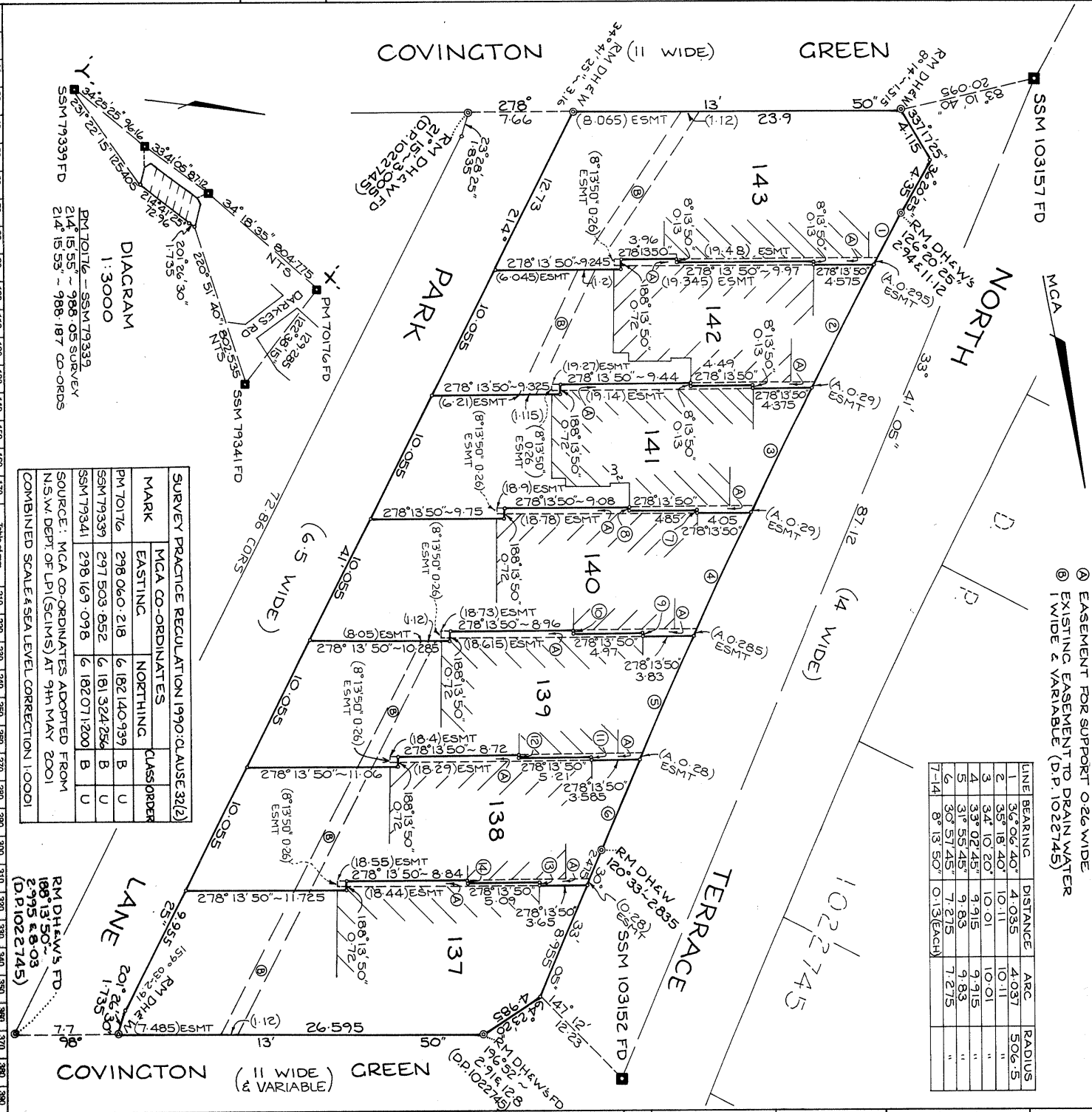


DIAGRAM
1:3000

PM TOLITE - SSM 1793339
214° 15' 55" - 986.05 SURVEY
214° 15' 55" - 988.187 CO-ORDS

SURVEY PRACTICE	REGULATION	1990:CLAUSE 32(2)
MARK	MCA CO-ORDINATES	CLASS ORDER
PM TOLITE	298 06.0 218	6 182 140 939 B
SSM 179337	297 503.8 852	6 181 324 256 B
SSM 179341	298 169.0 978	6 182 071 200 B

SOURCE: MCA CO-ORDINATES ADOPTED FROM N.S.W. DEPT OF LPI (SCINS) AT 9th MAY 2001
COMBINED SCALE & SEA LEVEL CORRECTION 1:0001

WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION

DP1041397

Registered: 31-5-2002
Title System: TORRENS
Purpose: EASEMENT
Ref Map: W/377-62 #
Last Plan: DP1022745

PLAN FOR EASEMENT PURPOSES OVER LOTS 137 TO 143 IN DP.1022745

Lengths are in metres. Reduction Ratio 1:200

L.O.A.: WOLLONCONG

Locality: DAPTO

Parish: CALDERWOOD

County: CAMDEN

This is sheet 1 of my plan. (Please fill in applicable sheets.)

Surveyors (Practice) Regulation 1986
I, DAVID MERVYN YATES
of B MANNING STREET, KIAMA
a surveyor registered under the Surveyors Act 1988, hereby certify that the above is a true and correct copy of the plan being made in accordance with the Surveyors (Practice) Regulation 1986 and was completed on 20th Feb 2002
The survey relates to LOTS 137 - 143
(Here specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)
Date: 20th Feb 2002
Name: David Mervyn Yates
Signature: *[Signature]*
Surveyor registered under the Surveyors Act 1988

Plans used in preparation of survey/compilation
D.P. 1022745

PANEL FOR USE ONLY for statements of intention to dedicate public roads to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:
1. EASEMENT FOR SUPPORT 0.26 WIDE.

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

Sheet 1 of 2 sheets

PLAN

DP1041397

Easement of Support over Lots 137-143
In Deposited Plan 1022745

Full name and address
of the owner of the land:

Miltonbrook Joint Venture Services
Pty Ltd A C N 003 860 286
Level 3, 223 Crown Street,
Wollongong

Full name and address
of the Mortgagee of the land:

Donovan Oates Hannaford Mortgage
Corporation Ltd A C N 086 879 307
111 William Street, Port Macquarie

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened Lot(s) or Parcel(s):	Benefited lot(s), road(s), Bodies or Prescribed Authorities
1.	Easement of support 0.26 wide	142	143
		143	142
		142	141
		141	142
		141	140
		140	141
		139	140
		140	139
		138	139
		139	138
		137	138
		138	137

PART 2 (Terms)

1. Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan:

An easement of support 0.26 wide to permit and suffer the building situated on the Dominant Tenement to be supported laterally by the wall of the Servient Tenement, shown as "wall" on the annexed plan marked "A"

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

Sheet 2 of 2 sheets

DP1041397

Easement of Support over Lots 137-143
In Deposited Plan 1022745

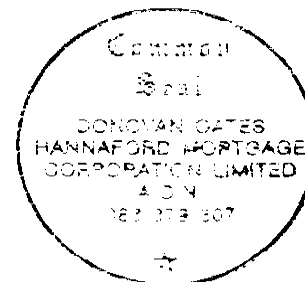
THE COMMON SEAL of MILTONBROOK
JOINT VENTURE SERVICES PTY
LIMITED (ACN 003 860 286)
was hereto affixed pursuant to a
resolution of the Board of Directors
in the presence of:



M.A. Fredericks
.....
DIRECTOR

[Handwritten Signature]
.....

The COMMON SEAL of
DONOVAN OATES HANNAFORD
MORTGAGE CORPORATION
was hereto affixed pursuant to a
resolution of the Board of Directors
in the presence of:



[Handwritten Signature]
.....

[Handwritten Signature]
.....
SECRETARY

PLAN FORM 2

SIGNATURES AND SEALS ONLY

H N T Rankin
 Bay Road, Rydges, Lot 375

VACUING RIGHTS ATTACHED
 Rodella Dupont
 Rodella Dupont
 Rodella Dupont



Signed at Sydney this 25th day of
 June 2006 by the Registrar-General
 in the presence of the Secretary
 of the Registrar-General under Power of
 Attorney Book 4287 No. 251

Witness
 TARA COATES
 JUDGE Street, Parramatta
 Bundo Wimmer
 Director

Crown Lands Office Approval

PLAN APPROVED
 Land District: ...
 Paper No.: ...
 Field Book: ...

Subdivision Certificate
 I certify that the provisions of s. 108A of the Environmental Planning
 and Assessment Act 1979 have been satisfied in relation to the
 proposed: ...
 (insert subdivision or new road)

When the plan is to be lodged electronically in the Land Titles
 Office, the original paper plan must be submitted to the Registrar-General
 for approval by the Registrar-General.
 Plans where s. 108A is applicable

Plan Drawing only to appear in this space

- (A) EXISTING EASEMENT FOR SUPPORT 0.26 WIDE (DP 1041397)
- (B) EXISTING EASEMENT TO DRAIN WATER 1 WIDE & VAR (DP 1022745)
- (C) EASEMENT FOR DRAINAGE, SUPPORT & MAINTENANCE VARIABLE WIDTH

LINE	BEARING	DISTANCE	ARC	RADIUS
1	34° 06' 40"	4.035	4.037	506.5
2	35° 18' 40"	10.11	10.11	"
3	34° 10' 20"	10.01	10.01	"
4	33° 02' 45"	9.915	9.915	"
5	31° 55' 45"	9.83	9.83	"
6	30° 57' 45"	7.275	7.275	"
7-15	8° 13' 50"	0.13 (EACH)		
16-24	188° 13' 50"	0.712 (EACH)		

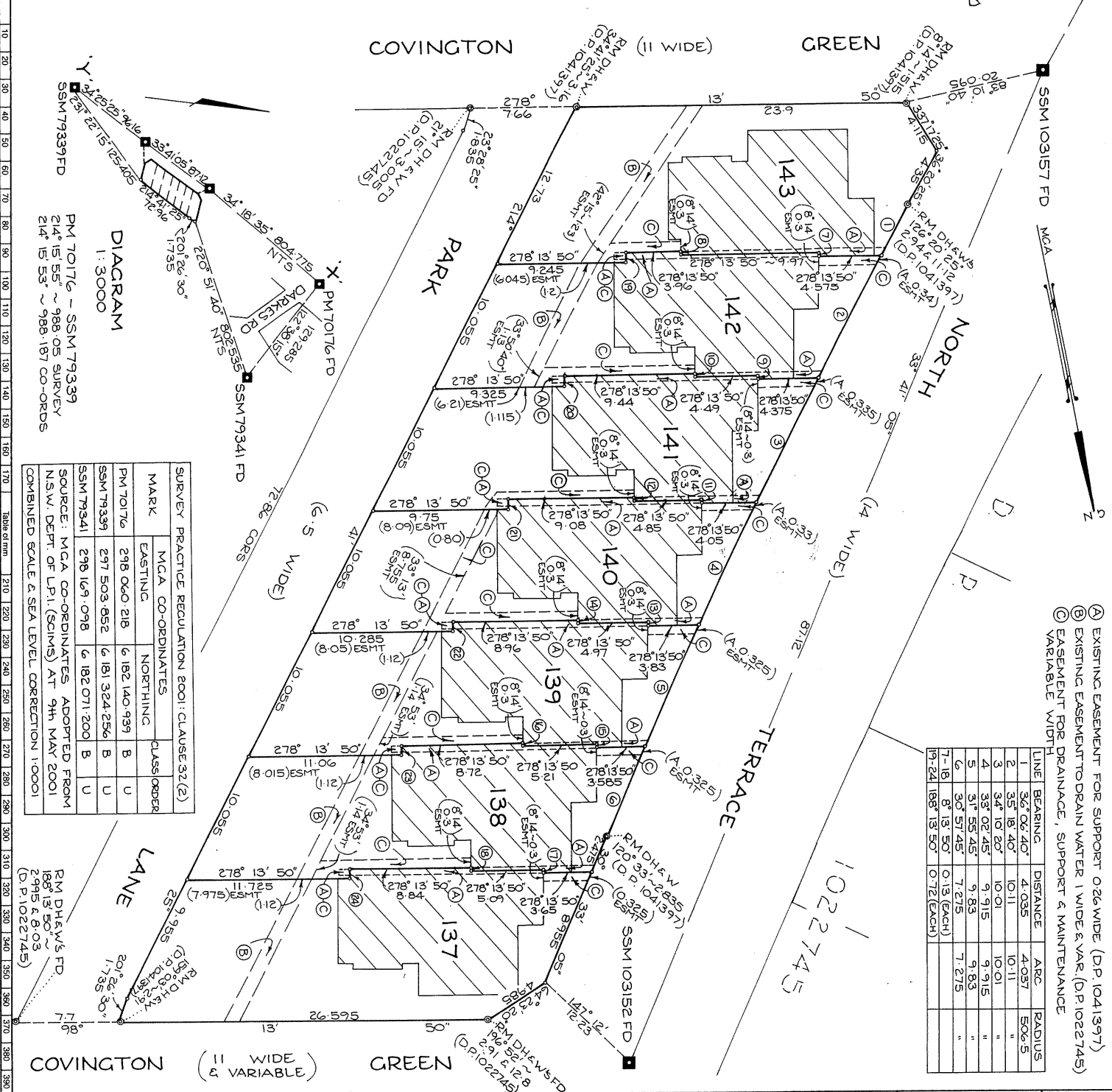


DIAGRAM
 1:3000

PM 7017G - SSM 79339
 214° 15' 55" ~ 988.05 SURVEY
 214° 15' 53" ~ 988.187 CO-ORDS

MARK	SURVEY PRACTICE REGULATION 2001: CLAUSE 32(2)	
	EASTING	NORTHING
PM 7017G	298 060 218	6 182 140 939
SSM 79339	297 503 852	6 181 324 256
SSM 79341	298 169 098	6 182 071 200

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1064632

Registered: 24.02.2004

Title System: TORRENS
 Purpose: EASEMENT
 Ref Map: W7377-62#
 Last Plan: DP1022745
 DP1041397

PLAN FOR EASEMENT
 PURPOSES OVER LOTS
 137 TO 143 IN DP 1022745.

L.G.A.: WOLLONGONG
 Locality: DAPTO
 Parish: CALDERWOOD
 County: CAMDEN

Surveyors (Practice) Regulation 1996
 1. DAVID MERVYN YATES
 2. J.B. MANNING, ST. KIAMA 2533
 A surveyor registered under the Surveyors Act, 1929, hereby
 certifies that the survey represented in this plan is accurate, has
 been made in accordance with the provisions of the Surveyors
 Regulation 1996 and is completed on 27th AUGUST 2002.
 The survey relates to: LOTS 137 - 143

Plans used in preparation of survey/compilation
 DP 1041397

PANEL FOR USE ONLY for statements of intention to
 dedicate public roads, to create public reserves, drainage
 reserves, easements, restrictions on the use of land or
 positive covenants
 PURSUANT TO SEC 88B OF
 THE CONVEYANCING ACT,
 1919, IT IS INTENDED TO
 CREATE:
 1. EASEMENT FOR DRAINAGE,
 SUPPORT & MAINTENANCE
 VARIABLE WIDTH.

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

(Page 1 of 6)

Easement for Drainage, Support
and Maintenance over Lots 137 - 143
in Deposited Plan 1022745

DP1064632

Full name and address
of the owner of the land:

Owner Lot 137: ROCHELLE ENGLAND
PO Box 161, Wickham

Owner Lot 138: VALUING PEOPLE PTY LIMITED
PO Box 161, Wickham

Owner Lot 139: MINNIE NAOMI HAMPSON
15 North Terrace, Dapto

Owner Lot 140: STEVEN THOMAS BROWN
113 Bong Bong Road, Dapto

Owner Lot 141: TONY JOHN ROBINSON & LYNETTE RUTH
ROBINSON
3 Nyrang Street, Keiraville

Owner Lot 142: MENG-SAN WONG
8 Jacaranda Avenue, Figtree

Owner Lot 143: STEVE STAN KOLMAN & BRUNO TONY
KOLMAN & DUBRAVKA ANKICA FROST
24 Station Street, Dapto

Full name and address
of the Mortgagee of the land:

Mortgagee Lot 140: LYSAGHT CREDIT UNION LIMITED
ABN 79 087 650 226
13 Auburn Street, Wollongong

Mortgagee Lot 141: COMMONWEALTH BANK OF AUSTRALIA
243-249 Crown Street, Wollongong

M. P. Long *Rochelle England*
John *Rochelle England*
Georgina *Bar*
Steve Thomas *M. N. Hampson*
Bruno Kolman
DK

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

(Page 2 of 6)

DP1064632

Easement for Drainage, Support and Maintenance over Lots 137 - 143 in Deposited Plan 1022745

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened Lot(s) or Parcel(s):	Benefited lot(s), road(s), Bodies or Prescribed Authorities
1.	Easement for Drainage, Support and Maintenance – Variable width	137	138
		138	137 & 139
		139	138 & 140
		140	139 & 141
		141	140 & 142
		142	141 & 143
		143	142

PART 2 (Terms)

- Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan:
 The owner of the lot benefited:

 - (a) may drain water from any natural source through each lot burdened but only within the site of this easement via the existing gutters, downpipes and other structures ("the structures") which, when this easement was created overhung the lot burdened; and
 - (b) must keep the structures in good repair and safe condition; and
 - (c) may do anything reasonably necessary for these purposes, including:
 - (i) entering the lot burdened; and
 - (ii) taking anything onto the lot burdened; and
 - (iii) carrying out work.
- For the purpose of giving effect to (1) above, an easement of support of variable width is hereby granted to permit and suffer "the structures" situated on the lot benefited to be supported by the "wall" of the lot burdened but only within the site of this easement.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 1 in the abovementioned plan:

Each of the registered proprietors having the benefit of this easement but only in respect of the burdened lot,

Miltonbrook V2 – 5/12/02 kd
 Lots 137-143

M.P. Wong
Rachelle England
Rachelle England
Barry
Barry
Barry

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

(Page 3 of 6)

DP1064632

Easement for Drainage, Support
and Maintenance over Lots 137 - 143
in Deposited Plan 1022745

SIGNED SEALED AND DELIVERED
by the said Rochelle England
in the presence of:

Rochelle England

Signature of Witness
IAN WILLIAM SHERIFF
SOLICITOR NEWCASTLE

Name of Witness (please print)

Address of Witness (please print)

Executed by
THE COMMON SEAL of VALUING PEOPLE PTY
LIMITED (ABN 87694291829)
was hereto affixed pursuant to a
resolution of the Board of Directors
in the presence of:

Rochelle England
Gene J. Greider

invaluable and worth
5127 W. Woodlands Lane

SIGNED SEALED AND DELIVERED
by the said Minnie Naomi Hampson
in the presence of:

M. N. Hampson

Signature of Witness
JAMES ISABELLA
SOLICITOR

Name of Witness (please print)

DARTO
Address of Witness (please print)

3/6/02
Gyrette Hester
M. P. King

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

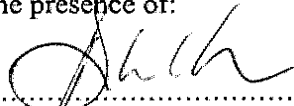
(Page 4 of 6)

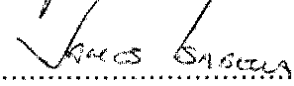
DP1064632

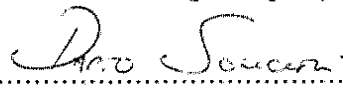
Easement for Drainage, Support
and Maintenance over Lots 137 - 143
in Deposited Plan 1022745


SIGNED SEALED AND DELIVERED
by the said Steven Thomas Brown
in the presence of:

110


.....
Signature of Witness

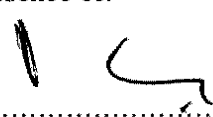

.....
Name of Witness (please print)

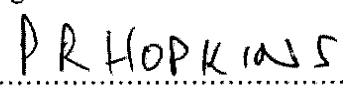

.....
Address of Witness (please print)

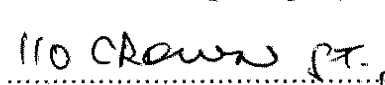

.....

SIGNED SEALED AND DELIVERED
by the said Tony John Robinson
& Lynette Robinson
in the presence of:

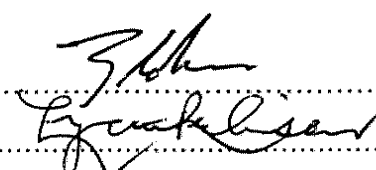
111


.....
Signature of Witness


.....
Name of Witness (please print)


.....
Address of Witness (please print)




.....
.....

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

(Page 5 of 6)

DP1064632

Easement for Drainage, Support and Maintenance over Lots 137 - 143 in Deposited Plan 1022745

SIGNED SEALED AND DELIVERED
by the said Meng-San Wong
in the presence of:

Meng San Wong
.....

[Signature]
.....
Signature of Witness

Isabel Bentabad
.....
Name of Witness (please print)

*Cl 27-29 Princess Highway
Fremont (Madra) 2579*
.....
Address of Witness (please print)

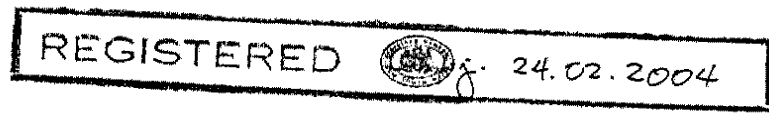
SIGNED SEALED AND DELIVERED
by the said Steve Stan Kolman & Bruno Tony
Kolman & Dubravka Ankica Frost in the presence of:

[Signature]
.....
Bruno Kolman
.....
[Signature]
.....

Ruza Kolman
.....
Signature of Witness

Ruza Kolman
.....
Name of Witness (please print)

7 North tce Dapto
.....
Address of Witness (please print)



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

(Page 6 of 6)

DP1064632

Easement for Drainage, Support
and Maintenance over Lots 137 - 143
in Deposited Plan 1022745

THE COMMON SEAL of LYSAGHT CREDIT
UNION LIMITED (ABN 79 087 650 226)
was hereto affixed pursuant to a
resolution of the Board of Directors
in the presence of:



[Signature]
.....
DIRECTOR

[Signature]
.....
DIRECTOR

THE COMMONWEALTH BANK OF
AUSTRALIA A C N 123 123 124
By its Attorney GRAHAM TETSTALL
Pursuant to Power of Attorney registered
No. 297 Book 4297

[Signature]
TARA COATES
150 George Street, Parramatta

[Signature]
GRAHAM TETSTALL

First State Conveyancing
230 Victoria Street
Taree NSW 2430

REFERENCE	CERT-2024/4901
Issued	01-Aug-2024
Certificate Type	Section 10.7(2)
Your Reference	244736
Council Property Reference	362165

PLANNING CERTIFICATE

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

PROPERTY DETAILS	Legal	
	Description	Lot 141 DP 1022745
	Location	11 North Terrace DAPTO NSW 2530

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

SECTION 10.7 (2) DETAILS

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

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

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

Wollongong Local Environment Plan 2009

Wollongong Development Control Plan 2009

State Environmental Planning Policies

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

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

Draft Development Control Plan 2009 Review

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

B4 Development in Business Zones – Wilga Street Block Corrimal

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

D16 Draft Neighbourhood Plan - Marshall Vale/Duck Ck

D16 Draft Neighbourhood Plan – Iowna

D16 Draft Neighbourhood Plan – BlueScope Holdings

E12 Bush Fire Management

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

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

(4) In this section –

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

2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

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

Wollongong Local Environment Plan 2009

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

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

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

- i. may be carried out without development consent
- ii. may not be carried out except with development consent
- iii. is prohibited

R2 Low Density Residential

1. Objectives of zone

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

2. Permitted without consent

Home occupations.

3. Permitted with consent

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

4. Prohibited

Any development not specified in item 2 or 3

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

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

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

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

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

Nil

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

Refer to State Environmental Planning Policy applying to this land.

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

Nil

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

Nil

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

Nil

3. CONTRIBUTION PLANS

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

Contributions Plan

Wollongong City-Wide Development Contributions Plan 2023

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

Draft Contributions Plan

The Draft Wollongong City-Wide Development Contributions Plan 2024 is on exhibition from Monday 1 July to Monday 29 July 2024. Further information is available on www.our.wollongong.nsw.gov.au or call Land Use Planning on 4227 7111.

- (2) If the land is in a region within the meaning of the Act, Division 7.1 Subdivision 4
- (a) the name of the region, and
 - (b) the name of the Ministerial planning order in which the region is identified.
- (a) Illawarra-Shoalhaven region
- (b) *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023*
- (3) If the land is in special contributions area to which a continued 7.23 determination applies, the name of the area

Nil

- (4) In this section –

Continued 7.23 determination mean a 7.23 determination that –

- (a) has been continued in force by the Act, Schedule 4, Part 1 and
- (b) has not been repealed as provided by that part.

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

4. COMPLYING DEVELOPMENT

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which complying Development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

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

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

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

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

- Part 3 Housing Code
- Part 3A - Rural Housing Code (RU1, RU2, RU3, RU4, RU6, R5)
- Part 3B - Low Rise Housing Diversity Code (R1, R2, R3, RU5)
- Part 4 - Housing Alterations Code
- Part 4A - General Development Code
- Part 5 - Industrial and Business Alterations Code
- Part 5A - Industrial and Business Buildings Code
- Part 5B - Container Recycling Facilities Code
- Part 6 - Subdivisions Code
- Part 7 - Demolition Code
- Part 8 - Fire Safety Code
- Part 9 – Agritourism and Farm Stay Accommodation Code

5. EXEMPT DEVELOPMENT

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

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that -

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land

Lot 141 DP 1022745

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

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

Part 2 - Exempt Development Code

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether the council is aware that -

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

(2) In this section -

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

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

Nil.

7. LAND RESERVED FOR ACQUISITION

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

Nil

8. ROAD WIDENING AND ROAD REALIGNMENT

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

- (a) the Roads Act 1993, Part 3, Division 2, or**
- (b) an environmental planning instrument, or**
- (c) a resolution of the council**

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

- a. Part 3 of Division 2 of the *Roads Act 1993*, or
- b. any environmental planning instrument, or
- c. any resolution of the Council.

9. FLOOD RELATED DEVELOPMENT CONTROLS

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

Lot 141 DP 1022745

The land or part of the land is within the flood planning area and is subject to flood related controls. Please refer to Council's Wollongong LEP 2009 and Wollongong DCP 2009 – Chapters E13, NSW State Government's Floodplain Development Manual (2005) and any relevant Flood Studies or Floodplain Risk Management Studies and Plans. Further flood information relating to this land may be available by application under section 10.7(5) of the Environmental Planning & Assessment Act 1979.

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

Lot 141 DP 1022745

Not Applicable.

(3) In this clause -

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

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

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

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

Please note that flood information may change following a review of Council's flood study and Floodplain Risk Management Study. As part of the review, design parameters for these studies may change, and therefore the flood levels, velocities and flood risks may vary from the current studies.

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

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

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

- Council has adopted Chapter E20 of Wollongong Development Control Plan 2009 – Contaminated Land Management.

Note: Further information relating to potential contamination of this parcel of land is available under the section of this certificate titled CONTAMINATED LAND MANAGEMENT ACT 1997. Advice on other relevant matters affecting the land that Council is aware of (including contamination) may be available by application for a separate Planning Certificate issued under section 10.7(5) of the Environmental Planning & Assessment Act 1979.

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

- by the council, or
- by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11. BUSH FIRE PRONE LAND

- (1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land
- (2) If none of the land is bush fire prone land, a statement to that effect

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

12. LOOSE-FILL ASBESTOS INSULATION

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

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

Nil

13. MINE SUBSIDENCE

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

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

14. PAPER SUBDIVISION INFORMATION

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

Nil

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

Not Applicable.

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

15. PROPERTY VEGETATION PLANS

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

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

16. BIODIVERSITY STEWARDSHIP SITES

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

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

Nil

17. BIODIVERSITY CERTIFIED LAND

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

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

Nil

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

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

Council has not been notified of an order.

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

(1) If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

(2) In this section -

existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.

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

Nil

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

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

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

Not Applicable.

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

Nil

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

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

Nil

23. WATER OR SEWERAGE SERVICES

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

Nil

Note – A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

CONTAMINATED LAND MANAGEMENT ACT 1997

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

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

Council has **not** been advised that:

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

OTHER INFORMATION

Illawarra Shoalhaven Regional Plan

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

Bushfire

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

GENERAL INFORMATION

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

1. Tree Management Policy

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

A declared tree is defined as -

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

Please note that:

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

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

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

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

2. Termite Management for Buildings

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

3. Lead Paint and Building Renovations

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

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

4. Sewage Management Systems

Where a property has on-site sewage management system (this includes septic tanks, disposal trenches, aerated waste water treatment systems, composting toilets and pump out systems) the new

owner must obtain an “Approval to Operate” from Council within 3 months of land ownership being transferred or otherwise conveyed.

5. Asbestos

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

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

6. Building Product Use Ban

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

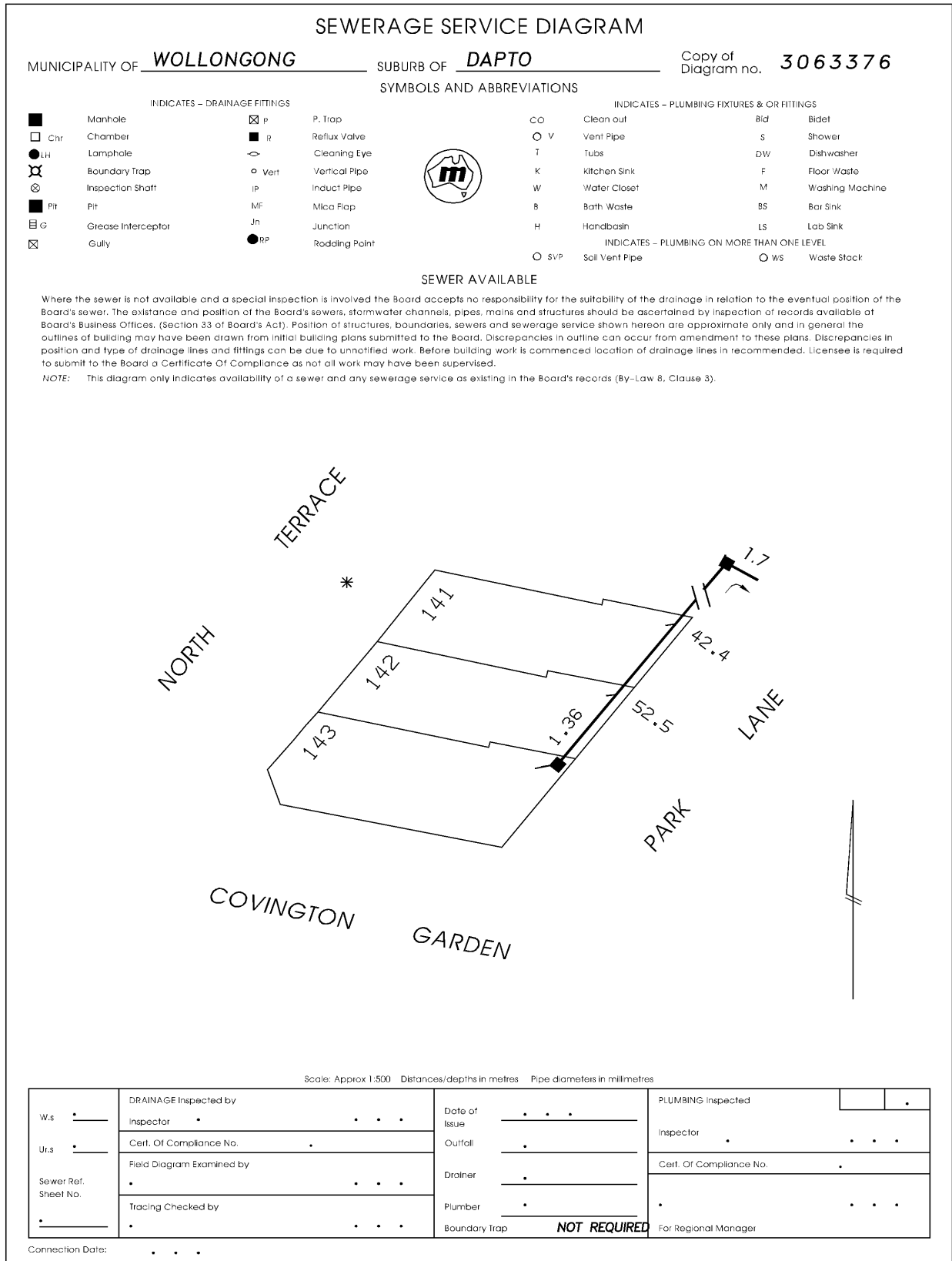
You should undertake your own inquiries as to whether any of the Panels referenced in the Building Product Use Ban have been utilised in the building.

This document is authorised by:

LIS Information Officer - Section 10.7 Planning Certificates
Wollongong City Council
Telephone (02) 42277111

Sewer Service Diagram

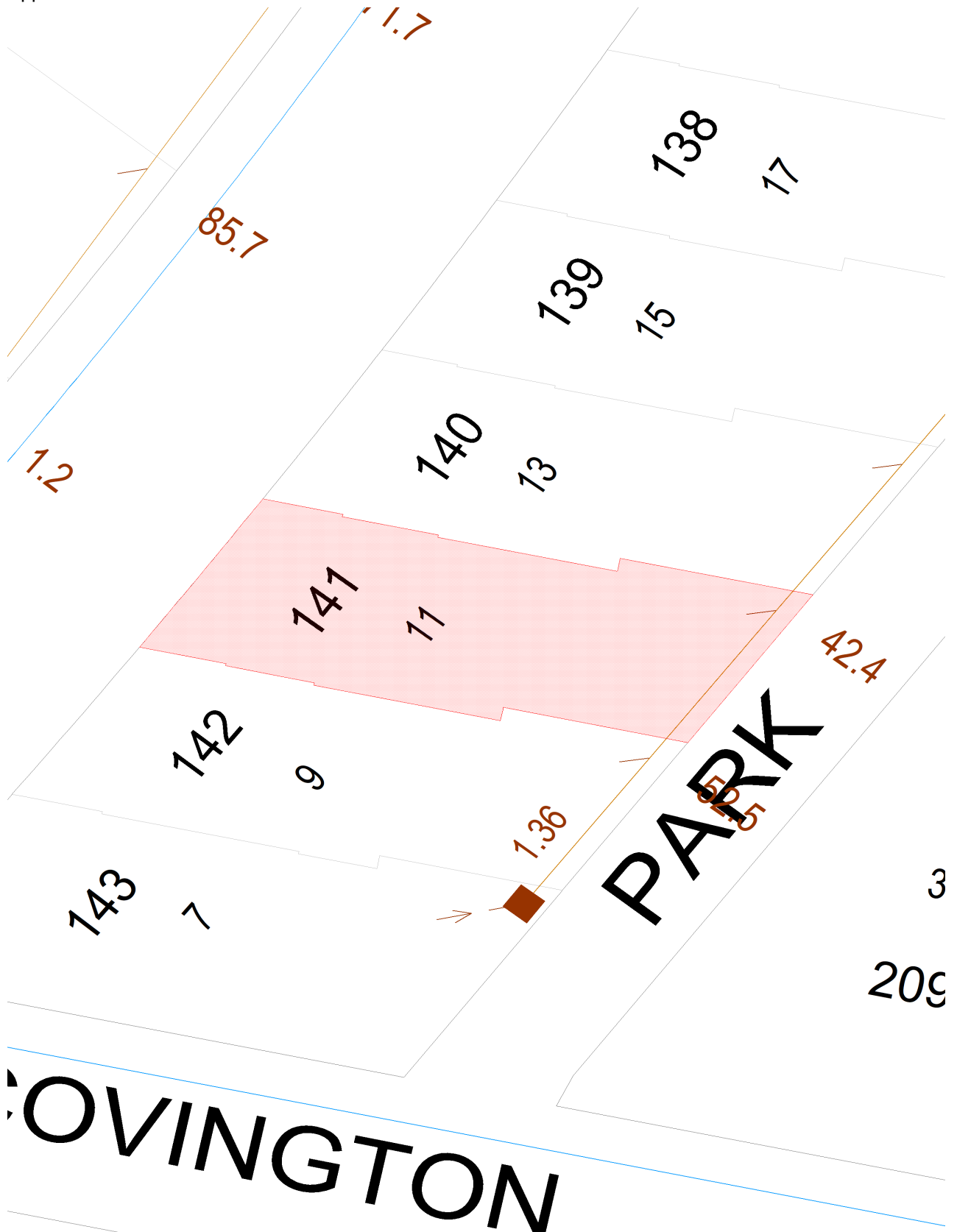
Application Number: 8003603652



Disclaimer

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

Service Location Print
Application Number: 8003603653



Document generated at 01-08-2024 02:30:37 PM

Disclaimer

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

Asset Information

Legend

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

Disclaimer

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Pipe Types

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

Further Information

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

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

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

Disclaimer

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



Standard form from 28 September 2020 Residential tenancy agreement

Residential Tenancies Regulation 2019 Schedule 1 Standard Form Agreement (Clause 4(1))

IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the **Agreement**).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent **must give the tenant** a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of the Tenant Information Statement published by NSW Fair Trading.

THIS AGREEMENT IS MADE ON AT

BETWEEN

Landlord Name (1):

Landlord Name (2):

Landlord telephone number or other contact details:

If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:

*Note: The above information **must** be provided for landlord(s), whether or not there is a landlord's agent*

Address for service of notices (can be an agent's address):

Suburb:

State:

Postcode:

*Note: The landlord(s) business address or residential address **must** be provided for landlord(s) if there is **no** landlord's agent*

Tenant Name (1):

Tenant Name (2):

Tenant Name (3):

Add all other tenants here:

Address for service of notices (if different to address of residential premises):

Suburb:

State:

Postcode:

Contact details:

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

Landlord's agent details: [If applicable]

Agent name:

Dapto First National Pty Ltd

Business address for service of notices:

18/23 Addison Street

Suburb:

Shellharbour

State:

NSW

Postcode:

2529

Contact details: [This must include a telephone number]

02 4295 5033

Tenant's agent details: [If applicable]

Agent name:

Address for service of notices:

Suburb:

State:

Postcode:

Contact details:

Term of agreement:

The term of this agreement is -

- 6 months 12 months 2 years 3 years
 5 years Other (please specify): Periodic (no end date)

starting on and ending on [Cross out if not applicable]

Note: For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900

Residential premises:

The residential premises are [Insert address]:

11 North Terrace, DAPTO, NSW, 2530

The residential premises include:

garage

[Insert any inclusions, for example a parking space or furniture provided. Attach additional pages if necessary.]

Rent:

The rent is \$ per payable in advance starting on

Note: Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

The method by which the rent must be paid:

(a) Electronic Funds Transfer (EFT) into the following account, or any other account nominated by the landlord:

BSB number:

account number:

account name:

payment reference: , or

(b) to at ~~by cash, or~~

(c) as follows:

Note: The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

RENTAL BOND [Cross out if there is not going to be a bond]:

A rental bond of \$ 1520 must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

- the landlord or another person, or
- the landlord's agent, or
- NSW Fair Trading through Rental Bond Online.

Note. All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

IMPORTANT INFORMATION

Maximum number of occupants

No more than 1 persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs: Just Sharp Electrical Telephone: 0431 605 746

Plumbing repairs: M & W Plumbing Telephone: 0414 578 103

Other repairs: Rachel Hutchinson Telephone: 0401 850 581

Water usage

Will the tenant be required to pay separately for water usage? Yes No

If yes, see clauses 12 and 13.

Utilities

Is **electricity** supplied to the premises from an embedded network? Yes No

Is **gas** supplied to the premises from an embedded network? Yes No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

- Hardwired smoke alarms
 Battery operated smoke alarms

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? Yes No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? Yes No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? Yes No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises? Yes No

If yes, see clauses 38 and 39.

Giving notices and other documents electronically [Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

Note. You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.

Landlord

Does the landlord give express consent to the electronic service of notices and documents? Yes No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Tenant

Does the tenant give express consent to the electronic service of notices and documents? Yes No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is given to the tenant for signing.

Tenancy laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this agreement. Both the landlord and the tenant must comply with these laws.

The Agreement

RIGHT TO OCCUPY THE PREMISES

- 1. The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under **'Residential premises'** on page 2 of this agreement.

COPY OF AGREEMENT

- 2. The landlord agrees** to give the tenant:
 - 2.1** a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
 - 2.2** a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

3. The tenant agrees:

- 3.1** to pay rent on time, and
- 3.2** to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 3.3** to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

4. The landlord agrees:

- 4.1** to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2** not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3** not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4** to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5** not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and

- 4.6** to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
- 4.7** to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- 4.8** to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note. The landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement.

RENT INCREASES

- 5. The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note: Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

- 6. The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
- 7. The landlord and the tenant agree:**
 - 7.1** that the increased rent is payable from the day specified in the notice, and
 - 7.2** that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
 - 7.3** that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

- 8. The landlord and the tenant agree** that the rent abates if the residential premises:
 - 8.1** are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or

-
- 8.2 cease to be lawfully usable as a residence, or
 - 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. The landlord agrees to pay:

- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.

Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

- 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advance meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. The tenant agrees to pay:

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
 - 11.6.1 are separately metered, or
 - 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. Separately metered is defined in section 3 of the Residential Tenancies Act 2010.

12. The landlord agrees that the tenant is not required to pay water usage charges unless:

- 12.1** the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2** the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3** the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4** the residential premises have the following water efficiency measures:
 - 12.4.1** all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
 - 12.4.2** on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
 - 12.4.3** all showerheads have a maximum flow rate of 9 litres a minute,
 - 12.4.4** at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES

14. The landlord agrees:

- 14.1** to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2** to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

- 15.1** that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2** that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3** that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

- 16.1** not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2** not to cause or permit a nuisance, and
- 16.3** not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4** not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5** not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17. The tenant agrees:

- 17.1** to keep the residential premises reasonably clean, and
- 17.2** to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3** that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

18.1 to remove all the tenant's goods from the residential premises, and

18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

18.3 to leave the residential premises reasonably clean, having regard to its condition at the commencement of the tenancy, and

18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

18.5 to make sure that all light fittings on the premises have working globes, and

18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note. Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1. Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for the residential premises to be fit to live in. These include that the residential premises:

- a) are structurally sound, and
- b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- c) have adequate ventilation, and
- d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and

- e) have adequate plumbing and drainage, and
- f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

- a) are in a reasonable state of repair, and
- b) with respect to the floors, ceilings, walls and supporting structures – are not subject to significant dampness, and
- c) with respect to the roof, ceilings and windows – do not allow water penetration into the premises, and
- d) are not liable to collapse because they are rotted or otherwise defective.

19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and

19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and

19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence

but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

- 20.1** the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2** the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3** the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4** the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6** the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note. The type of repairs that are **urgent repairs** are defined in the Residential Tenancies Act 2010 and are defined as follows:

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,

- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

21. The landlord agrees:

- 21.1** to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2** to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

22. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

23. The landlord and tenant agree:

- 23.1** that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2** that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

24. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

- 24.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2** if the Civil and Administrative Tribunal so orders,
- 24.3** if there is good reason for the landlord to believe the premises are abandoned,
- 24.4** if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

- 24.5** to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6** to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10** to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11** if the tenant agrees.
- 25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3** must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4** must, if practicable, notify the tenant of the proposed day and time of entry.
- 26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the

landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

- 27. The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

- 28.** The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is 'published'.

- 29. The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

- 30. The tenant agrees:**

- 30.1** not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2** that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and
- 30.3** to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4** not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

31. The landlord agrees not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

LOCKS AND SECURITY DEVICES

32. The landlord agrees:

- 32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33. The tenant agrees:

- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative

Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

- 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

34. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and the tenant agree that:

- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note: Clauses 35.3 and 35.4 do not apply to social tenancy housing agreements.

36. The landlord agrees not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED [Cross out clauses if not applicable]

- 38. The landlord agrees to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.
- 39. The landlord agrees to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

MITIGATION OF LOSS

- 40. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

RENTAL BOND

[Cross out clauses if no rental bond is payable]

- 41. The landlord agrees that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative

Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

- 41.1 details of the amount claimed, and
- 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

42. The landlord agrees to:

- 42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace, a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working, unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

Note 1. Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm (which includes a heat alarm) includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note 2. Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.

Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. The tenant agrees:

43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the Residential Tenancies Regulation 2019.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44. The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

SWIMMING POOLS

[Cross out the following clause if there is no swimming pool]

45. The landlord agrees to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

46. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:

- 46.1** the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
- 46.2** a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Note. A swimming pool certificate of compliance is valid for 3 years from its date of issue.

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

- 47.1** if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 47.2** if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

- 48.1** that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.2** that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.3** that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

SIGNIFICANT HEALTH OR SAFETY RISKS

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

- 50.1** to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and
- 50.2** to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3** that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4** if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

- 51. The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:
- 51.1** 4 weeks rent if less than 25% of the fixed term has expired,
 - 51.2** 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
 - 51.3** 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
 - 51.4** 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

52. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

Note. Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

Any additional terms are not required by law and are **negotiable**.]

ADDITIONAL TERM—PETS

[Cross out clauses if not applicable]

53. The landlord agrees that the tenant may keep the following animal on the residential premises [specify the breed, size etc]:

NO PETS

54. The tenant agrees:

- 54.1** to supervise and keep the animal within the premises, and
- 54.2** to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 54.3** to ensure that the animal is registered and micro-chipped if required under law, and
- 54.4** to comply with any council requirements.

55. The tenant agrees to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy ~~if cleaning is required~~ because an animal has been kept on the residential premises during the tenancy.

Insert any other agreed additional terms here.
Attach a separate page if necessary.

The tenant/s agree to have the property internally and externally professionally fumigated and any carpet professionally washed upon vacating.

NOTES

1. Definitions

In this agreement:

- **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
 - (a) the letting of residential premises, or
 - (b) the collection of rents payable for any tenancy of residential premises.
- **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- **rental bond** means money paid by the tenant as security to carry out this agreement.
- **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- **tenancy** means the right to occupy residential premises under this agreement.
- **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the

agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. Ending a fixed term agreement

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. Ending a periodic agreement

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process. The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgement or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

SIGNED BY THE LANDLORD/AGENT

Name of landlord/agent

Stephanie Carpenter

Signature of landlord/agent

[Signature area]

on the day of 20__

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of the **Landlord Information Statement** published by NSW Fair Trading that sets out the landlord's rights and obligations.

Signature of landlord/agent

[Signature area]

on the day of 20__

SIGNED BY THE TENANT (1)

Name of tenant

Frances Cairns

Signature of tenant

[Signature area]

on the day of 20__

SIGNED BY THE TENANT (2)

Name of tenant

[Name field]

Signature of tenant

[Signature area]

on the day of 20__

SIGNED BY THE TENANT (3)

Name of tenant

[Name field]

Signature of tenant

[Signature area]

on the day of 20__

SIGNED BY THE TENANT (4)

Name of tenant

[Name field]

Signature of tenant

[Signature area]

on the day of 20__

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

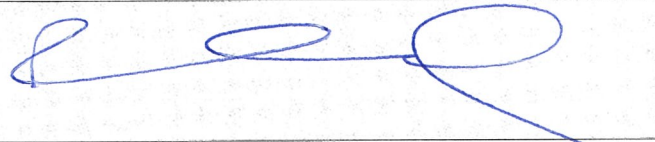
Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

SIGNED BY THE LANDLORD/AGENT

Name of landlord/agent

Stephanie Carpenter

Signature of landlord/agent

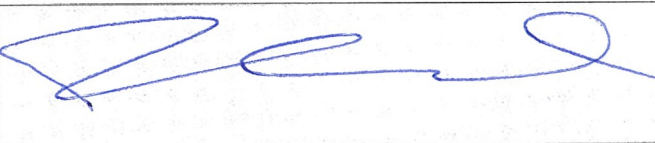


on the 21 day of 12 2022

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of the **Landlord Information Statement** published by NSW Fair Trading that sets out the landlord's rights and obligations.

Signature of landlord/agent



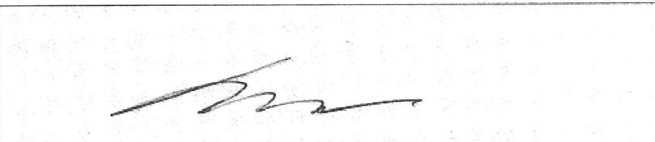
on the 21 day of 12 2022

SIGNED BY THE TENANT (1)

Name of tenant

Frances Cairns

Signature of tenant



on the 19 day of DECEMBER 2022

SIGNED BY THE TENANT (2)

Name of tenant

Signature of tenant

on the day of 20__

SIGNED BY THE TENANT (3)

Name of tenant

Signature of tenant

on the day of 20__

SIGNED BY THE TENANT (4)

Name of tenant

Signature of tenant


on the day of 20__

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of the **Tenant Information Statement** published by NSW Fair Trading.

Signature of tenant



on the 19 day of DECEMBER 20 22

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au