

SIGNING PAGE

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

Choices

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

Nominated **Electronic Lodgment Network (ELN)** (clause 4): _____

Manual transaction (clause 30) NO yes
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

Land tax is adjustable 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 38-0
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

- 1 property certificate for the land
 - 2 plan of the land
 - 3 unregistered plan of the land
 - 4 plan of land to be subdivided
 - 5 document to be lodged with a relevant plan
 - 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
 - 7 additional information included in that certificate under section 10.7(5)
 - 8 sewerage infrastructure location diagram (service location diagram)
 - 9 sewer lines location diagram (sewerage service diagram)
 - 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
 - 11 planning agreement
 - 12 section 88G certificate (positive covenant)
 - 13 survey report
 - 14 building information certificate or building certificate given under legislation
 - 15 occupation certificate
 - 16 lease (with every relevant memorandum or variation)
 - 17 other document relevant to tenancies
 - 18 licence benefiting the land
 - 19 old system document
 - 20 Crown purchase statement of account
 - 21 building management statement
 - 22 form of requisitions
 - 23 clearance certificate
 - 24 land tax certificate
- Home Building Act 1989**
- 25 insurance certificate
 - 26 brochure or warning
 - 27 evidence of alternative indemnity cover
- Swimming Pools Act 1992**
- 28 certificate of compliance
 - 29 evidence of registration
 - 30 relevant occupation certificate
 - 31 certificate of non-compliance
 - 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

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

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

Integrity Strata - 1300 154 797

Conditions of Sale by Auction

Part 3, Clause 15 of the Property, Stock and Business Agents Regulation 2014

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences (but not if the auction relates solely to livestock).
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
 - (f) A bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) Subject to subclause (3), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

(3) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

(a) More than one vendor bid may be made to purchase the interest of a co-owner.

(b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

(c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.

(d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

(4) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock: The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

(a) if that amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or

(b) if that amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

SPECIAL CONDITIONS TO CONTRACT FOR SALE

Vendor/s : THI HONG HANH NGUYEN and DINH NGHIA LE

Purchaser/s:

Property: 40/20-26 ADDISON STREET, SHELLHARBOUR NSW 2529

Special Conditions included in the Contract for Sale and Purchase of Land (2022 Edition) between Vendor and Purchaser:

31. HEADINGS/INVALIDITY AND CONSTRUCTION

- 31.1 In the event any one or more of the provisions contained in this Contract or any part thereof shall be found to be invalid or illegal in any respect, the validity, legality or enforceability of the remaining provisions in this Contract shall not in any way be affected or impaired thereby;
- 31.2 Headings are for ease of reference only and do not affect the interpretation of any clause;
- 31.3 In the event of any conflict between the printed clauses of the standard Contract for Sale and Purchase of Land (2022 Edition) and the additional special conditions, these condition clauses shall prevail.

32. VENDOR'S DISCLOSURE

Vendor discloses that SEPP28 if applicable be has been repealed and that some provisions of SEPP25 and SREP12 that allowed subdivision of dual occupancies have been repealed, and the attached S.10.7 Certificate may be inaccurate in respect of those matters.

33. DOCUMENTS ATTACHED TO CONTRACT

(a) for the purposes of clause 10, the substance of all material contained in any documents (or copy of any document) attached to this contract is disclosed in this contract whether or not included in the list of documents on page 2.

(b) if before this contract is signed by or on behalf of the Purchaser a document or copy of a document, at the request of the Vendor or the Vendor's solicitor, was attached to this contract by or on behalf of the purchaser or the Purchaser's solicitor, the person attaching that document or copy did so as the agent or the Vendor.

34. PARTICULARS OF TITLE

- 34.1 The purchaser acknowledges that particulars of title sufficient to enable the purchase to prepare the Transfer are contained in this Contract and are deemed to be served on the purchaser on the date of making this Contract. The Purchaser is not entitled to request further particulars of the Vendors title.
- 34.2 The Purchaser will take title subject to existing water sewerage and drainage, gas and electricity, telephone or other installations services and utilities. The Purchaser will make no requisition, objection or claim for compensation in respect of:
- a. the nature, location, availability or non-availability of any of them;
 - b. any of them being a joint service with any other property;

- c. any service for any other property or any connections for any other property which pass through the property;
- d. any sewer or water main or connection which passes through in or over the property;
- e. any manhole or vent on the property; and
- f. the absence of any rights or easements in respect of any of those installations or services or utilities, or in respect of the mains, pipes or connections to and from the property for them.

35. REPRESENTATIONS and WARRANTIES

- 35.1. Subject to the provisions of the conveyancing act 1919 (Section 52A(2)(b) and the Conveyancing (vendor Disclosure and Warranty) Regulations 2010, the Vendor makes no warranty as to the completeness or accuracy of any of the documents or copy documents annexed hereto.
- 35.2. The purchaser acknowledges the property is being purchase in its present conditions and state of repair, and with any defects as regards a construction or repair of any improvements thereon, and subject to any infestation and dilapidation and as a result of the Purchaser's own inspection, the Purchaser further acknowledges that the Vendor has not, nor has anyone on the vendor's behalf, made any presentation or warranty as to the fitness for any particular purpose or otherwise in respect of the property or any part thereof or any improvements thereon, other than as expressly set out in this Contract and referred to in Schedule One.
- 35.3. The purchaser acknowledges that the provisions of this Contract constitute the full and complete understanding between the parties and that there is no other understanding, agreement warranty or representation whether express or implied in any way extending, defining or otherwise relating to the provisions of this Contract or binding on the parties hereto with respect to any of the matters to which this Contract relates.
- 35.4. The Purchaser will be deemed to have entered into this Contract with full knowledge of an subject to the any prohibition or restriction upon the use of the property, whether under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, Order of Court, or otherwise.
- 35.5. If the use to which the Vendor has put the property is permissible only with the consent of any authority under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, and Order of Court or otherwise, the Purchaser must obtain consent at the Purchaser's own expenses.
- 35.6. Completion of this Contract will not be conditional or dependent upon any matter referred to in this clause.

36. DEATH, MENTAL ILLNESS, BANKRUPTCY

Without negating or limiting any rights or remedies which would have been available to either party at law or equity had this clause not been included herein, should either party prior to completion:-

- 36.1 die or become mentally ill, the other party may rescind this Contract by Notice in writing forwarded to the other party's Solicitors named herein and thereupon this Contract shall be at an end and the provisions of Clause 19 thereof shall apply; or

36.2 be declared bankrupt or enter into any scheme or make any assignment for benefit of creditors or being a company resolve to go into liquidation or have a petition for its winding up presented or enter into a scheme or arrangement with its creditors, or should a Liquidator, Receiver or Official Manager be appointed in respect thereof, then that party shall be deemed to be in default hereunder and the other party shall be at liberty to exercise all or any of its rights conferred hereunder upon that party's default.

37 PURCHASER'S WARRANTIES AS TO AGENT

37.1 The Purchaser warrants and acknowledges that he has not been introduced to either the Vendor or the property hereby sold by any Real Estate Agent, if any, other than the Vendor's Agent named herein and the Purchaser hereby indemnifies the Vendor from and against the payment of any commission other than to the Agent so named and further that this Clause shall not merge on completion but shall remain in full force and effect following completion hereof.

37.2 The Purchaser shall take title subject to the existing Lease if any applicable whereby outgoing costs with respect to Council and water rates, insurance, commercial waste etc. are set out, and no objection shall be taken. And the Purchaser shall make no requisitions in respect of installations and service on the ground that any connections are made through other properties and that no right or easement in respect of such installations and services exist or that any rights or easement cannot be obtained or in respect of any defects in such installations and service or on the ground that any water or main or any underground or surface storm water drain or any gas or electric light installation or service pass through or under the subject property.

38 ALTERATIONS TO CONTRACT

Each party hereof authorises his, her or their solicitor or any employee of the solicitor to make alterations to this contract including the addition of annexures after execution up until the date of this contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure so added shall form part of this contract as if same was annexed prior to the contract being executed.

39 SEVERANCE

39.1 This contract is subject to the rights of the purchaser under Section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of land) Regulation 2017 ("Regulatory Legislation")

39.2 If any provision of this contract has or purports to have the effect of excluding, modifying, or restricting the operation of the Regulatory legislation then this must be read and construed as if the provision were served from it

40 SURVEY AND COUNCIL CERTIFICATES

40.1 The Purchaser acknowledges that the vendor does not have a survey of the property. No objection, requisition or claim for compensation shall be made by the Purchaser as a result of any encroachment by any improvements on the subject property over adjoining properties or on account of any encroachment by any improvements upon adjoining properties over the subject property. Notwithstanding any provision herein to the contrary the particulars given in this Contract shall be deemed to constitute the Vendor's Statement of Title

- 40.2 The Vendor does not possess a Building/Occupation Certificate. The Purchaser hereby agrees with the Vendor that the Vendor shall be under no obligation to obtain such a certificate or certificates in relation to all or any of the improvements erected on the property nor shall the Vendor be under any obligation to the Purchaser to take any action to do anything to enable the Purchaser to obtain any such certificate.
- 40.3 The Purchaser shall not be entitled to make any objection, requisition, or claim for compensation in relation to the fact that the Vendor does not possess a Building/ Occupation Certificate in relation thereto or in relation to anything which may be required to enable a Building Certificate to be issued in respect of the improvements erected on the property. In the event that the purchaser applies to the Local Council for a Building Certificate under Section 149D of the Local government Act, 1919, (as amended) any work required to be carried out in order to bring the property to a standard acceptable to the said Council shall be carried out by the Purchaser at the Purchaser's expense. If the relevant local council fails or refuses to issue the Building certificate, the failure or refusal or the reasons upon which such failure or refusal are based will not be a defect in the vendor's title to the property and the Purchaser must take title notwithstanding such failure or refusal or reason. The purchaser shall not make any claim, objection, or requisition regarding same, nor shall the purchaser be entitled to rescind or terminate this agreement as a consequence thereof.
- 40.4 The Purchaser relies upon his/her own enquires in respect to a survey of the subject property. Where the Vendor has annexed a survey to this Contract then the purchaser acknowledges that he/she has perused the Survey and is aware of the contents thereof and will not be entitled to make an objection, requisition or claim for compensation in respect of any matter or matters contained therein.

41 DEPOSITS WHERE COOLING OFF PERIOD APPLIES

Notwithstanding anything stated elsewhere, where Contracts are exchanged subject to the Cooling Off Period, the deposit referred to on the first page of the Contract shall be paid as follows:-

- 41.1 0.25% of the purchase price on the date of exchange; and
41.2 the balance to 10% of the purchase price on or before 5.00 pm on the fifth business day after exchange.

42 DEPOSIT

The Purchaser hereby agrees that the 10% deposit (or so much as is required) will be made in cheque payable to Vendors' SELLING AGENT held in their trust account pending completion. And it is agreed that the vendor may use such deposit without any further authority to release from the purchaser for the following purposes:

- 42.1 As a deposit upon the exchange of Contracts for the purchase of another property from a third party, payable to a stakeholder. The Vendor However undertakes not to further release such sum of deposit;
- 42.2 Payment of Stamp Duty of the Vendors other purchase and/or their land tax charges on the property if any.

42.3 For the payment or part payment to the vendor's outgoing mortgagee as per its direction at settlement, in the event that the proceeds from the sale falls short or the payout amount required by that outgoing mortgagee.

43 DEPOSIT LESS THAN 10% OF THE PURCHASE PRICE

In the event that

- (i) the Purchaser defaults in the observance of any obligations hereunder;
- (ii) the Purchaser has paid a deposit of less than 10% of the purchase price; and
- (iii) the Vendor terminates this Contract,

the Vendor shall be entitled to recover from the Purchaser an amount equal to 10% of the purchase price less the deposit actually paid as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the Vendor herein contained or implied notwithstanding any rule of law or equity to the contrary.

If the Purchaser fails to pay the additional amount on demand by the Vendor, the Vendor may recover the additional amount from the Purchaser as a debt.

44 DEPOSIT BOND

Deposit Bond may only be accepted with Vendor's prior consent. Bond means a universally recognised Bond issued by a recognized financial institution to the vendor's satisfaction. The delivery of the Bond shall be deemed, for the purpose of this agreement, to be the payment of the deposit in accordance with this Agreement. If the vendor serves on the purchaser a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not been paid under the bond, the purchaser shall forthwith pay through its bank by whom the deposit bond has been issued or so much thereof as has not been paid to the person nominated in this agreement.

45 INTERESTS FOR LATE COMPLETION

If completion does not take place in accordance by the completion date set out in this Contract and the Vendor is not at fault then:

- (i) The Purchaser must pay interest on the unpaid balance of the price at the rate of TEN (10%) percent per annum calculated daily from and including the completion date to but excluding the actual day of completion;
- (ii) The interest must be calculated amongst other things in adjustment;
- (iii) The Vendor is not obliged to complete unless that interest is paid;
- (iv) Interest payable pursuant to this Clause is a genuine pre-estimate of the vendor's loss as a result of the Purchaser's failure to complete in accordance with this Contract;
- (v) the rights to interest do not limit any other rights the Vendor may have as a result of the Purchaser's failure to complete in accordance with this Contract; and
- (vi) the vendor can by serving a notice at any time prior to the completion elect to fix the completion date as the adjustment date.

- (vii) If the defaulting party is the Purchaser, then it shall pay an addition to the contract price and any interest in accordance with Clause 43.1 hereof, the sum of Three Hundred and Fifty dollars (\$350.00) to cover legal costs and other expenses, to be allowed by the defaulting party as an additional adjustment prior to completion.

46 NOTICE TO COMPLETE

- 46.1 If a party is entitled to serve a Notice to Complete under Clause 15 of this Contract fourteen (14) days is a reasonable period to allow for completion in that notice. Such a notice shall give not less than 14 days' notice after the day immediately following the day on which that notice is received by the recipient of the notice. The notice may nominate a specified hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential. A party may withdraw a Notice to Complete without prejudice to its continuing right to serve a further Notice to Complete.
- 46.2 Despite any other provision contained in this contract. If the purchaser fails to complete this contract and a notice to complete is served by the Vendor's solicitor, then the purchaser shall be liable for the vendor's legal costs for the preparation and service of the notice to complete in the agreed sum of Four hundred seven five dollars \$475.00 (inclusive of GST).
- 46.3 The purchaser acknowledges that payment of the sum in clause 44.2 is to be paid on or before completion and is an essential term and condition of this contract.
- 46.4 The Vendor shall not be required to complete unless payment is made on or before settlement.
- 46.5 The Parties agree that should the purchaser request that completion take place other than the Vendor's mortgagee's office, the purchaser shall allow the vendor an amount of \$165.00 or as required by the Vendor's outgoing mortgagee and such amount shall be adjusted amongst other things in the vendor's favour.

47 EXTENSION OF COMPLETION DATE

In the event that this contract is exchanged subject to the provisions of Section 66S of the Conveyancing ACT, 1919 then the Vendor retains the right to extend the completion date by the time expired under the cooling off period or to elect to retain the completion date as is incorporated in the contract. This condition is an essential term of this contract and is not negotiable. The Vendor will make this election in writing within seven (7) days of the expiration of the cooling off period.

48 MORTGAGE, CAVEAT, WRIT AND ORDERS

- 48.1 The purchaser cannot require the vendor to register a discharge of any mortgage or withdrawal of caveat affecting the property prior to completion but must accept on completion a registrable form of discharge of mortgage or withdrawal of any caveat or surrender of any expired Lease then on the title together with either any documents necessary to procure registration thereof or any evidence of production thereof to the Land Titles Office and together with the registration fee payable in respect thereof.
- 48.2 The Purchaser will not register any Caveat against any of the Certificates of title relating to the property notifying its interest under the Contract.

49 NO RIGHTS TO DAMAGES

49.1 Notwithstanding anything to the contrary if the contract is validly terminated by the purchaser as a result of the default of the vendor, all monies paid under this contract shall be refunded to the purchaser without interest, costs or damages and the same shall be accepted by the purchaser in full and final satisfaction of all and any claims.

49.2 This clause shall not merge on completion.

50 REQUISITIONS AND CLAIMS

50.1 The purchaser agrees to the requisitions on title herewith included only to be the form of requisitions stated at clause 5 of the standard contract hereby the purchaser is entitled to raise.

50.2 The phrase "but only before completion" in Clause 6 of the Standard contract is deleted and the following paragraph shall be added at the end of the said Clause: "Any claim for compensation and /or misdescription must be made in writing and served upon must be made in writing a served upon the vendor's solicitor essentially within fourteen (14) days of the date of this Contract, failure to exercise such right the purchaser shall be deemed to forfeit this right."

50.3 In making its claims set out in Clause 7, the purchaser shall ensure that such claim is served upon the vendor's solicitor essentially within Twenty-eight (28) days from the date of this Contract, or right to claim shall cease to apply.

* in Clause 7.1.1 of amended by substituting \$1.00 in lieu of 5%.

* in Clause 7.1.3 insert 7days in lieu of 14 days,

* in Clause 7.2.1 is replaced from 10% to 5%.

* in Clause 7.2.4 delete the phrase, "and the costs of the purchaser"

* in Clause 7.2.6 insert "2 months" in lieu of "3 months".

* in Clause 8.1.1 of this Contract is amended by deleting the words "reasonable grounds"

* in Clause 8.1.2 is amended by deleting the words "and those grounds"

* in Clause 14.4.2 is amended by deleting the words "the person who owned the land owned no other land "and "the land was not subject to a special trust or owned by a non-concessional company"

* in Clause 16.5 is amended by deleting the words "plus another 20% of that fee"

* in Clause 16.8 is deleted

* in Clause 19.2.3 is deleted

* in Clause 23.13 is deleted.

* in Clause 23.14 is deleted.

* in Clause 23 is amended by addition the following: "Clause 23.18 – "The Vendor authorises the Purchaser to apply for a certificate under Section 184 *Strata Schemes Management Act 2015*, Section 26 *Community and management Act 1989* or Section 174 *Community and management Act 2021* in relation to the lot, the schemes or any other schemes at the Purchaser's expense. The Vendor will not provide the Section 184 Certificate, Section 26 Certificate or Section 174 Certificate"

* in Clause 29.7 and Clause 29.8.3 is amended by substituting 7 days in lieu of 21 days.

50.4 The number of settlement cheques in clause 16.8 is increased to 10. Clauses, 11, 14.8, 24.3.3 and 28.5 are deleted.

51 GST

Both parties understand that the sale is a supply of GST-free going concern provided for under Section 9-5 (b) & (d), and 38-325 of the GST legislation. However, should the vendor in this transaction be otherwise required to pay GST due to the purchaser's altered usage of the property which gives rise to liability demanded by Australian Taxation Commission [ATO], the parties hereby agree that the purchaser shall immediately pay the vendor in accordance with the notice of the ATO, the whole amount of GST so required of the vendor. The vendor shall, upon payment of such GST, then issue the purchaser proper tax invoice for the purpose. It is therefore agreed that his Special Condition shall NOT merge on completion but continue for the benefit of the Vendor.

52 LAND TAX ADJUSTMENT

52.1 Clause 14.4 is deleted;

52.2 The following is to be inserted in its place: -

Where the Vendor owns more than one property then Land Tax shall be calculated upon the basis that the land Tax threshold exemption shall be apportioned amongst such properties. Where the subject property comprises a lot in a plan of subdivision or strata subdivision then the Land adjustment shall be apportioned on an area basis.

52.3 Schedule of documents under Heading "Choice" as to Land Tax adjustment is hereby completed by answering "Yes" to the question "Land Tax adjustment required".

52.4 The parties hereto agree that in the event that the Vendor has paid or is liable to pay land for the year current as at the date of appointment, and notwithstanding any provision to the contrary contained herein, the amount paid by the Vendor in respect of the subject property shall be adjusted as between the Vendor and the Purchaser in accordance with the relevant provisions of clause 14 hereof.

52.5 If there is outstanding land tax on the property the purchaser agrees to release from the deposit, sufficient money to pay land and obtain a clear land tax certificate prior to completion.

53 BOUNDARY FENCES

No objection shall be taken, nor shall the Purchaser be entitled to raise any requisitions or make any claim for compensation if any boundary of the land parcel is not fenced or that any fence or wall erected is not upon or within such boundary.

54 CONDITION

The Purchaser acknowledges that the Purchaser purchases the property:

- i) In its present condition and state of repair and shall not make any requisitions, objection or claim against the Vendor in respect of such matters;
- ii) Subject to all defects whether latent or patent; and
- iii) Subject to all exiting water, sewerage, drainage, and plumbing connections or lack thereof in respect of the property.

The Purchaser cannot make any claim, requisitions, objections nor delay Completion if, at Completion, the Vendor has:

- iv) Not cut the grass or maintained the lawns; and/or
- v) Left any items or rubbish on the property and which are not a serious impediment to possession and this is any essential term of the Contract.

55 ELECTRONIC SIGNATURES

- 55.1 The parties agree to accept, for the purposes of exchange of Contract, signatures by either the vendors or purchasers which are facsimile, photocopy or any other form of electronic signatures.
- 55.2 The parties agree to provide to the other parties within 10 business days after the date of this Contract, a cover page of the Contract bearing original signatures.
- 55.3 The parties agreed that the over page of Contract bearing original signatures must be dated the same date as this Contract.
- 55.4 The parties agree that they shall not make a requisitions objection claim or delay completion due to the matter of execution of this Contract as the exchange date.

56 FOREIGN TAKEOVERS ACT, 1975

- 56.1 The Purchaser warrants to the Vendor that if it is a "foreign corporation" or "foreigner person" as defined in the Foreign Acquisition & Take-Overs Act 1975 ("the Act"), it has obtained the Consent of the Foreign Investment Review Board in accordance with the provisions of the Act to its purchase of the Property.
- 56.2 The Purchaser hereby indemnifies and holds indemnified the Vendor against all liability, loss, damage, and expenses which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty. This warranty and indemnity shall not merge on completion.

57. FINANCE

The Purchaser warrants that:

- i) The Purchaser does not require credit or finance to purchase this Property, or
- ii) The Purchaser has obtained approval for credit or finance to purchase this Property on reasonable terms; or
- iii) The Purchaser acknowledges that as a result of making this disclosure in the above conditions 54 (i) and 54 (ii), the purchaser cannot terminate this Contract by virtue of any non-liability or credit or fiancé at settlement. This clause shall not merge on completion.

58. RESIDENCY CLEARANCE CERTIFICATE

The relevant residency clearance certificate ("FRCGW"), if applicable, will be provided/served on the Purchaser's legal representative prior to settlement and both parties' legal representative is authorised to attach it to this Contract.

59 COVID-19 (CORONAVIRUS) – COMPLETION DATE

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

1. In the event any party to the Contract is required to undertake self-isolation or quarantine, such party will notify the other party immediately AND in the event that completion cannot take place by the due date for completion, due to such self-isolation or quarantine, then the completion date is extended by 21 days
2. In the event any party is admitted to hospital as a consequence of Covid-19 Coronavirus, such party will notify the other party as soon as possible AND in the event that completion cannot take place by the due date, due to such hospitalisation, then the completion date is extended by 21 days from the date of the party's discharge from hospital.

60 ELECTRONIC SETTLEMENTS

- 60.1 The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- 60.2 The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
- 60.3 Within 10 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
- 60.4 Within 3 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- 60.5 Settlement takes place when the financial settlement take place.
- 60.6 Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- 60.7 If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
- 60.8 Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.



**LAND
REGISTRY
SERVICES**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 40/SP74571

SEARCH DATE	TIME	EDITION NO	DATE
5/6/2024	11:25 AM	5	1/9/2018

LAND

LOT 40 IN STRATA PLAN 74571
AT SHELLHARBOUR
LOCAL GOVERNMENT AREA SHELLHARBOUR

FIRST SCHEDULE

THI HONG HANH NGUYEN
DINH NGHIA LE
AS JOINT TENANTS

(T AI909597)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP74571
- 2 AI909598 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

100

100

100

100

100

100

100

100

100



**LAND
REGISTRY
SERVICES**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP74571

SEARCH DATE	TIME	EDITION NO	DATE
5/6/2024	11:25 AM	6	27/1/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 74571
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SHELLHARBOUR
LOCAL GOVERNMENT AREA SHELLHARBOUR
PARISH OF TERRAGONG COUNTY OF CAMDEN
TITLE DIAGRAM SP74571

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 74571
ADDRESS FOR SERVICE OF DOCUMENTS:
20-26 ADDISON STREET
SHELLHARBOUR 2529

SECOND SCHEDULE (23 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1079787
- 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP74571
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP74571
- 5 DP1057442 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1079787 EASEMENT FOR ACCESS 1.2 METRE(S) WIDE AND VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1079787 EASEMENT FOR EGRESS VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1079787 EASEMENT FOR MAINTENANCE OF PLANT VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1079787 EASEMENT FOR SUPPORT AFFECTING THE LAND ABOVE DESCRIBED
- 10 DP1079787 EASEMENT FOR SUPPORT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 DP1079787 EASEMENT FOR SHELTER AFFECTING THE LAND ABOVE

END OF PAGE 1 - CONTINUED OVER

dda1556000

PRINTED ON 5/6/2024

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP74571

PAGE: 2

SECOND SCHEDULE (23 NOTIFICATIONS) (CONTINUED)

- DESCRIBED
- 12 DP1079787 EASEMENT FOR SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 13 DP1079787 EASEMENT FOR SERVICES AFFECTING THE LAND ABOVE DESCRIBED
- 14 DP1079787 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 15 DP1079787 EASEMENT FOR LETTERBOXES 0.26 WIDE (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 16 DP1079787 EASEMENT FOR ACCESS 1.2 METRE(S) WIDE AND VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 17 SP74571 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 18 SP74571 EASEMENT FOR MAINTENANCE OF PLANT VARIABLE WIDTH (N) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 19 SP74571 EASEMENT FOR ACCESS 2.05 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 20 SP74571 EASEMENT FOR MAINTENANCE OF PLANT VARIABLE WIDTH (Q) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 21 SP74571 EASEMENT FOR PLANT 1.5 WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 22 AM888147 INITIAL PERIOD EXPIRED
- 23 AS811782 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 74571

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	156	2	154	3	152	4	146
5	159	6	157	7	155	8	155
9	151	10	151	11	157	12	157
13	115	14	110	15	116	16	113
17	173	18	103	19	171	20	103
21	179	22	186	23	151	24	152
25	157	26	159	27	182	28	151
29	154	30	157	31	159	32	151
33	153	34	151	35	154	36	157
37	159	38	162	39	161	40	161
41	159	42	167	43	165	44	163
45	161	46	159	47	161	48	165
49	167	50	177	51	174	52	160
53	160	54	157	55	157	56	160
57	160	58	157	59	157	60	160

END OF PAGE 2 - CONTINUED OVER

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PRINTED ON 5/6/2024

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP74571

PAGE 3

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 74571

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
61	- 197	62	- 157	63	- 183	64	- 17
65	- 8	66	- 3	67	- 8	68	- 9
69	- 10	70	- 6	71	- 3	72	- 2
73	- 2	74	- 9	75	- 9	76	- 9
77	- 9	78	- 9	79	- 9	80	- 9
81	- 9	82	- 9	83	- 9	84	- 9

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

dda1556000

PRINTED ON 5/6/2024

Obtained from NSW LRS on 05 June 2024 11:25 AM AEST

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* 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. GlobalX 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. (Note: Information contained in this document is provided by GlobalX Pty Ltd, ABN 35 099 032 596, www.globalx.com.au an approved NSW Information Broker.

STRATA CERTIFICATE

These documents are to be submitted to the Registrar-General (LGA) for registration of the Strata Plan (Strata Certificate) and the Strata Management Statement.

SUPERVISOR'S CERTIFICATE
SHAWN MAURICE LE CLERC
LGA REGISTRAR GENERAL, STRATA ACT, 1986 AND SUPERSTRATA ACT

Signature of the Registrar-General
Date of issue of this certificate
The Registrar-General is satisfied that the Strata Plan and the Strata Management Statement comply with the requirements of the Strata Management Act 1986 and the Strata Management Regulations 1986.

Signature of the Registrar-General
Date of issue of this certificate
The Registrar-General is satisfied that the Strata Plan and the Strata Management Statement comply with the requirements of the Strata Management Act 1986 and the Strata Management Regulations 1986.

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Signature of the Registrar-General
Date of issue of this certificate
The Registrar-General is satisfied that the Strata Plan and the Strata Management Statement comply with the requirements of the Strata Management Act 1986 and the Strata Management Regulations 1986.

SEE SHEET 3

SCHEDULE OF UNIT ENTITLEMENT

PLAN OF SUBDIVISION OF LOT 101
IN DP 1079787.
LGA SHELLHARBOUR
Suburbs: SHELLHARBOUR
Parish: TERRAGONG County: CAMDEN

SP74571
Registered 22.9.2005
Purpose: STRATA PLAN
M.L. No: W 8270-82
Lot Plan DP 1079787

Name of unit holders for THE OWNERS - STRATA PLAN NO 74571
No. 20-26 ADDISON STREET, SHELLHARBOUR, 2529.

FOR LOCATION PLAN SEE SHEET 2
Signatures, seals and particulars of intention to create easements, restrictions on the use of land or positive covenants.

- 1. EASEMENT FOR SUPPORT
- 2. EASEMENT FOR SHEDDING
- 3. EASEMENT FOR SERVICES

PURSUANT TO SECTION 7 (3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1979 AND SECTION 868 OF THE CONVEYANCING ACT 1919 AS AMENDED, IT IS INTENDED TO CREATE:
1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (M)
2. EASEMENT FOR MAINTENANCE OF PLANT VARIABLE WIDTH (M)
3. EASEMENT FOR ACCESS 2.05 WIDE (P)
4. EASEMENT FOR MAINTENANCE OF PLANT VARIABLE WIDTH (M)
5. EASEMENT FOR PLANT 1.5 WIDE (R)



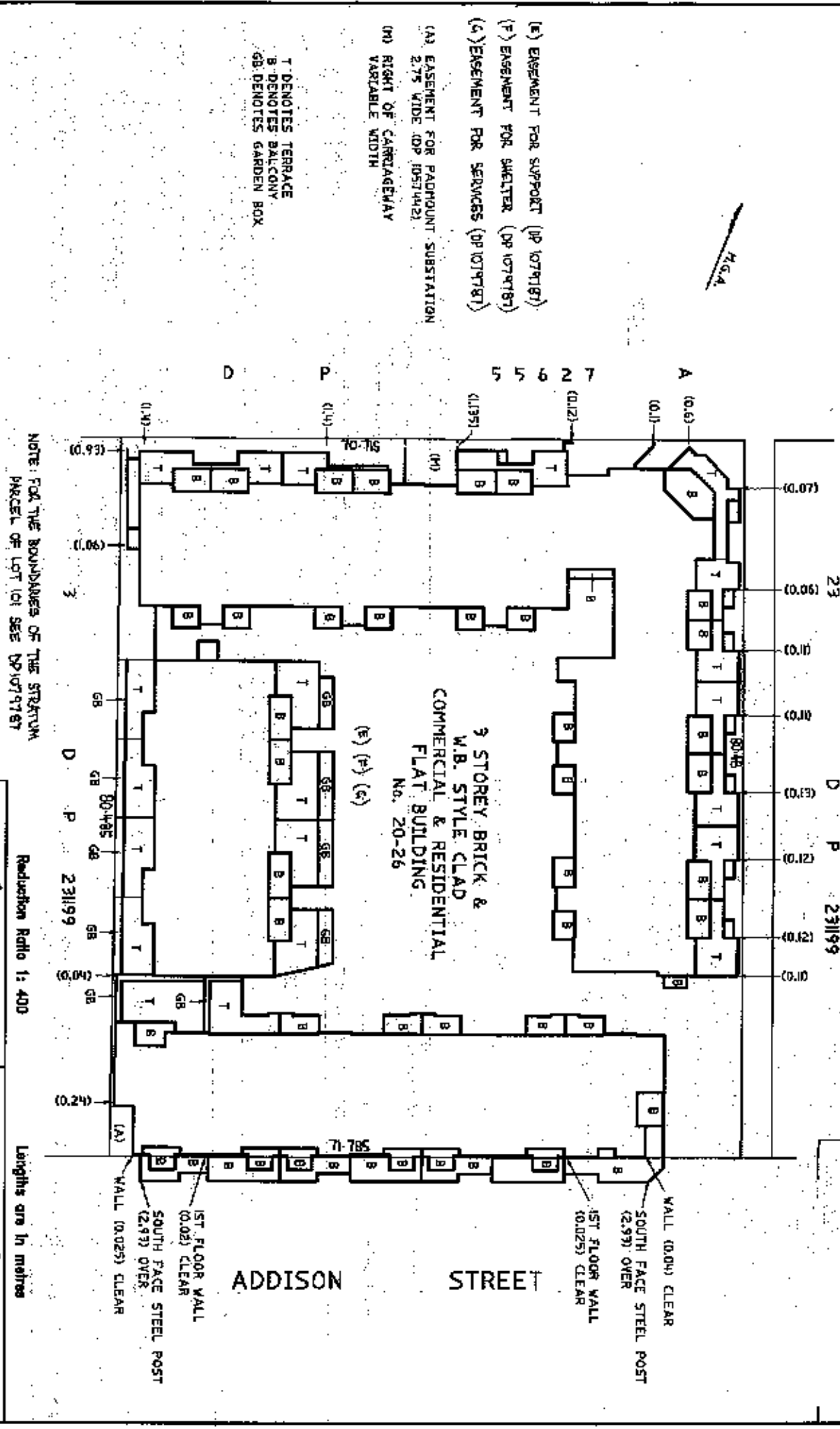
Signature of the Registrar-General
Date of issue of this certificate
The Registrar-General is satisfied that the Strata Plan and the Strata Management Statement comply with the requirements of the Strata Management Act 1986 and the Strata Management Regulations 1986.

Signature of the Registrar-General
Date of issue of this certificate
The Registrar-General is satisfied that the Strata Plan and the Strata Management Statement comply with the requirements of the Strata Management Act 1986 and the Strata Management Regulations 1986.

Signature of the Registrar-General
Date of issue of this certificate
The Registrar-General is satisfied that the Strata Plan and the Strata Management Statement comply with the requirements of the Strata Management Act 1986 and the Strata Management Regulations 1986.

LOCATION PLAN

SP74571



- (E) EASEMENT FOR SUPPORT (DP 1079787)
- (F) EASEMENT FOR SHELTER (DP 1079787)
- (C) EASEMENT FOR SERVICES (DP 1079787)
- (A) EASEMENT FOR PADMOUNT SUBSTATION 2.75 MIDE (DP 1057442)
- (M) RIGHT OF CARRIAGEWAY VARIABLE WIDTH

T DENOTES TERRACE
 B DENOTES BALCONY
 GB DENOTES GARDEN BOX

NOTE: FOR THE BOUNDARIES OF THE STRATA PARCEL OF LOT 101 SEE DP 1079787

Reduction Ratio 1: 400

Lengths are in metres

Registered Surveyor
 SURVEYOR'S REFERENCE: T 301/SP 2(D)

SP74571

LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT
1	156	40	153
2	154	41	151
3	152	42	152
4	144	43	151
5	139	44	151
6	137	45	151
7	155	46	151
8	138	47	151
9	151	48	151
10	151	49	151
11	157	50	151
12	157	51	151
13	155	52	151
14	110	53	151
15	116	54	151
16	113	55	151
17	113	56	151
18	103	57	151
19	171	58	151
20	103	59	151
21	119	60	151
22	186	61	151
23	151	62	151
24	152	63	151
25	157	64	151
26	159	65	151
27	182	66	151
28	181	67	151
29	154	68	151
30	151	69	151
31	159	70	151
32	151	71	151
33	153	72	151
34	151	73	151
35	151	74	151
36	151	75	151
37	151	76	151
38	152	77	151
39	161	78	151
40	161	79	151
41	159	80	151
42	167	81	151
43	165	82	151
		83	151
		84	151
		85	151
		86	151
		87	151
		88	151
		89	151
		90	151
		91	151
		92	151
		93	151
		94	151
		95	151
		96	151
		97	151
		98	151
		99	151
		100	151

Reduction Ratio 1:

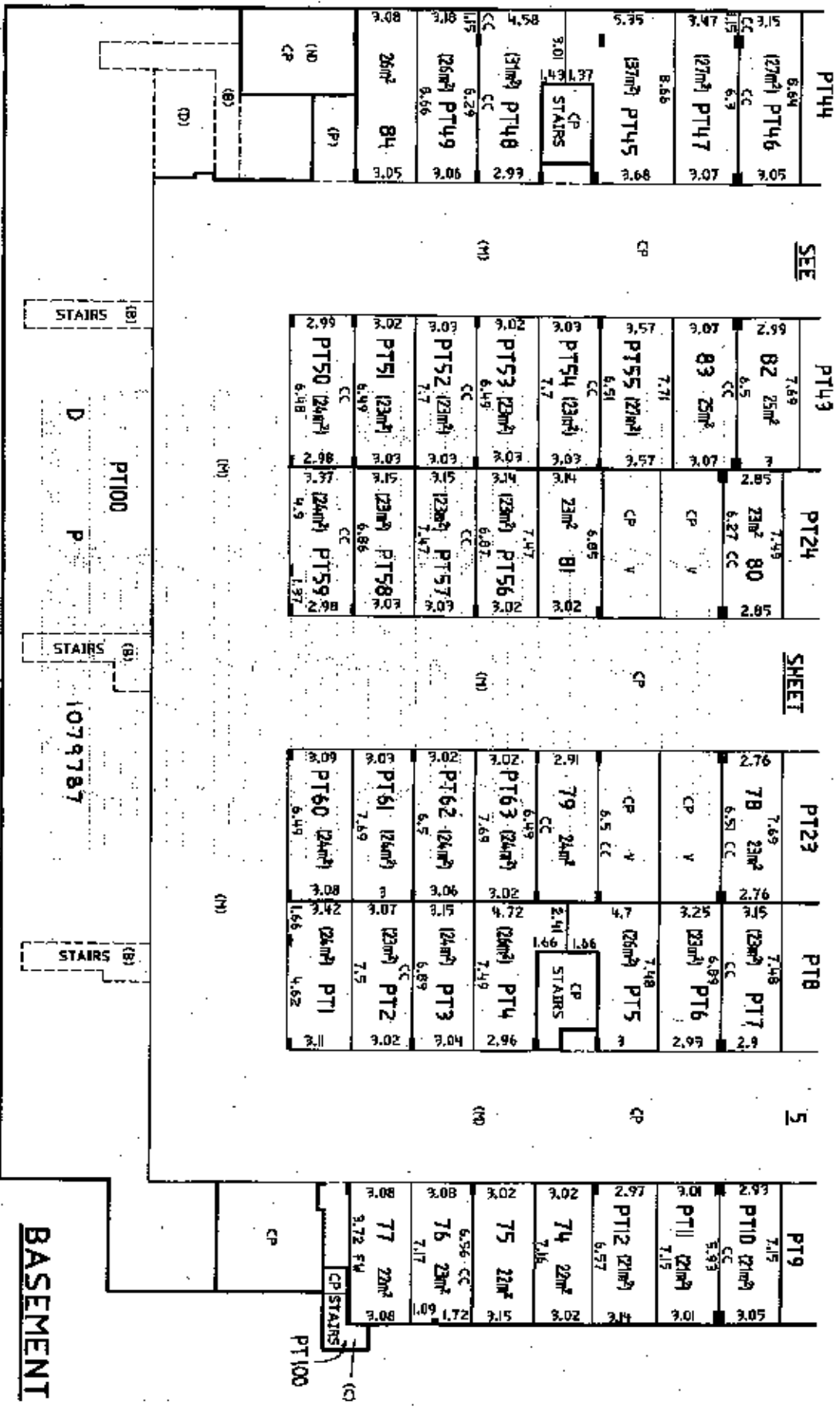
Lengths are in metres

[Signature]
 Registered Surveyor

[Signature]
 Accredited Certifier

SURVEYOR'S REFERENCE: 301/SP2(D)

SP74571



CC DENOTES COMMON PROPERTY
 Y DENOTES VISITOR CARSPACE
 (B) EASEMENT FOR ACCESS 1/2 WIDE & VARIABLE WIDTH (CP1079787)
 (C) EASEMENT FOR EGRESS VARIABLE WIDTH (CP1079787)
 (D) EASEMENT FOR MAINTENANCE OF PLANT VARIABLE WIDTH (CP1079787)
 (E) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
 (F) EASEMENT FOR MAINTENANCE OF PLANT VARIABLE WIDTH
 (G) EASEMENT FOR ACCESS 2.05 WIDE

Reduction Ratio: 1: 200

Lengths are in metres

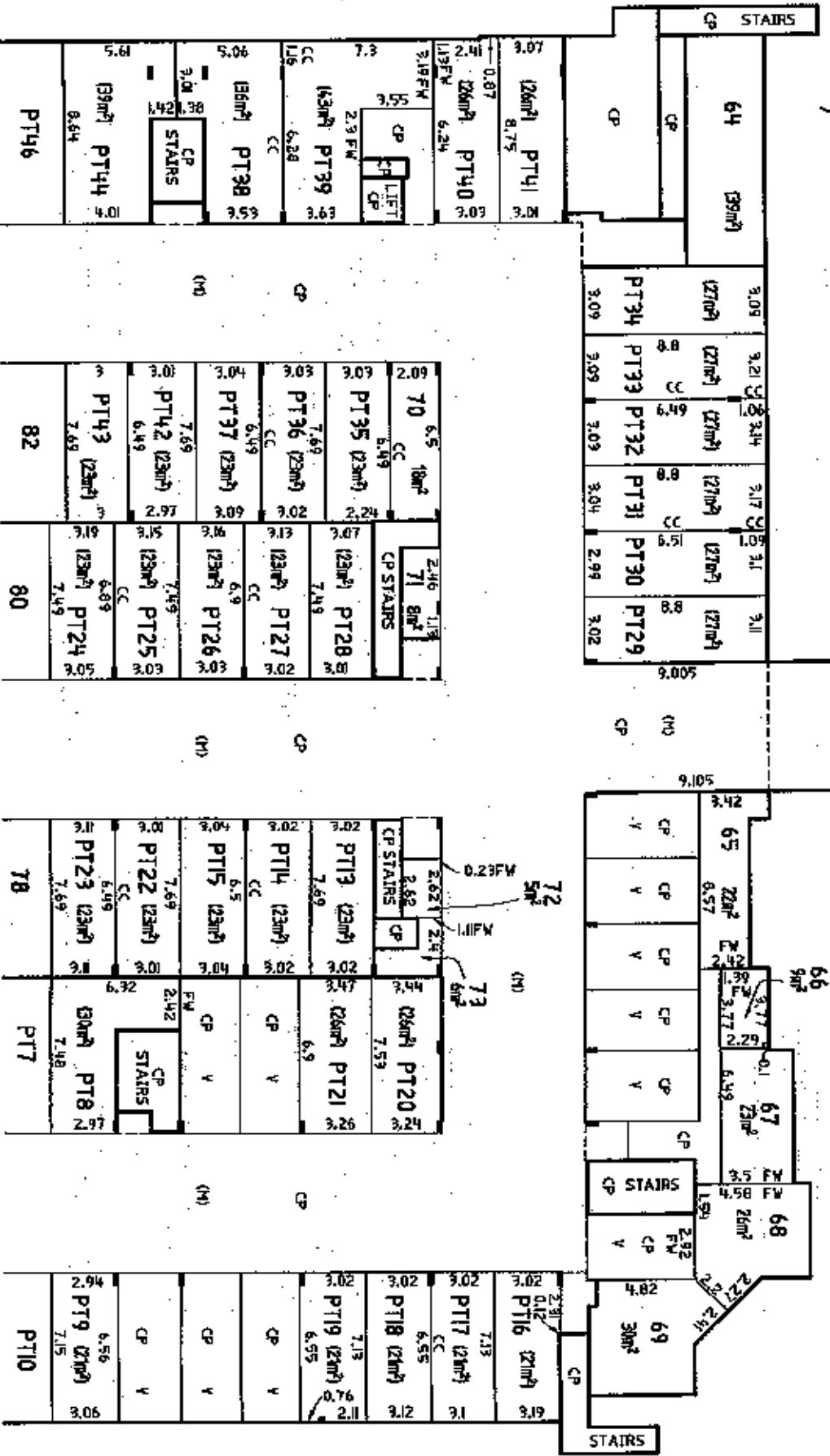
SURVEYOR'S REFERENCE: V301/SP2(D)

[Signature]
 Registered Surveyor

[Signature]
 Licensed Assessor/Geomatics Engineer

(N) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
DENOTES 90° ANGLE

SPT74571



SA DENOTES STORAGE AREA
 CP DENOTES COMMON PROPERTY
 V DENOTES VISITOR CARPARK
 FW DENOTES FACE OF WALL OR COLUMN PRODUCED
 CC DENOTES FROM CENTRE OF COLUMN

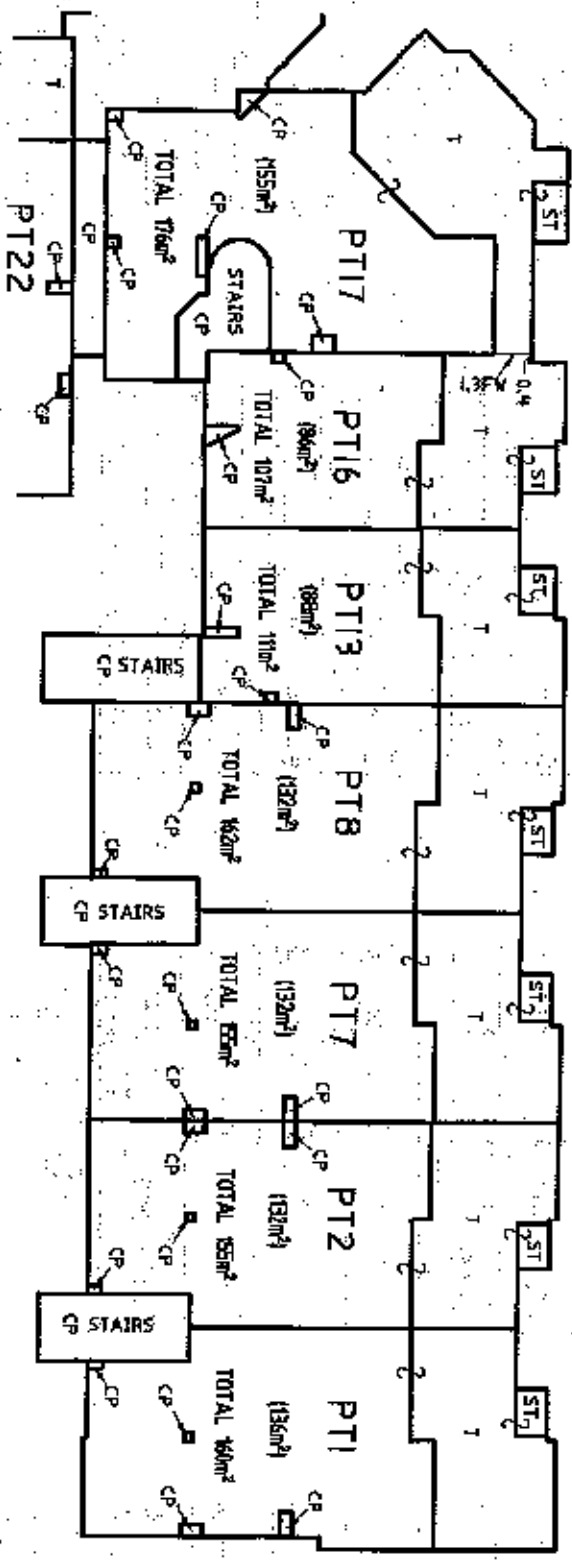
BASEMENT

Reduction Ratio 1: 200

Lengths are in metres

REGISTERED SURVEYOR
 SURVEYOR'S REFERENCE: 7301/SP2(D)

SP74571



GROUND FLOOR

FV DENOTES FACE OF WALL PRODUCED
 ST DENOTES STAIRS
 CP DENOTES COMMON PROPERTY
 T DENOTES TERRACE

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. TERRACES AND STAIRS WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR UPPER SURFACE.

Reduction Ratio 1: 200

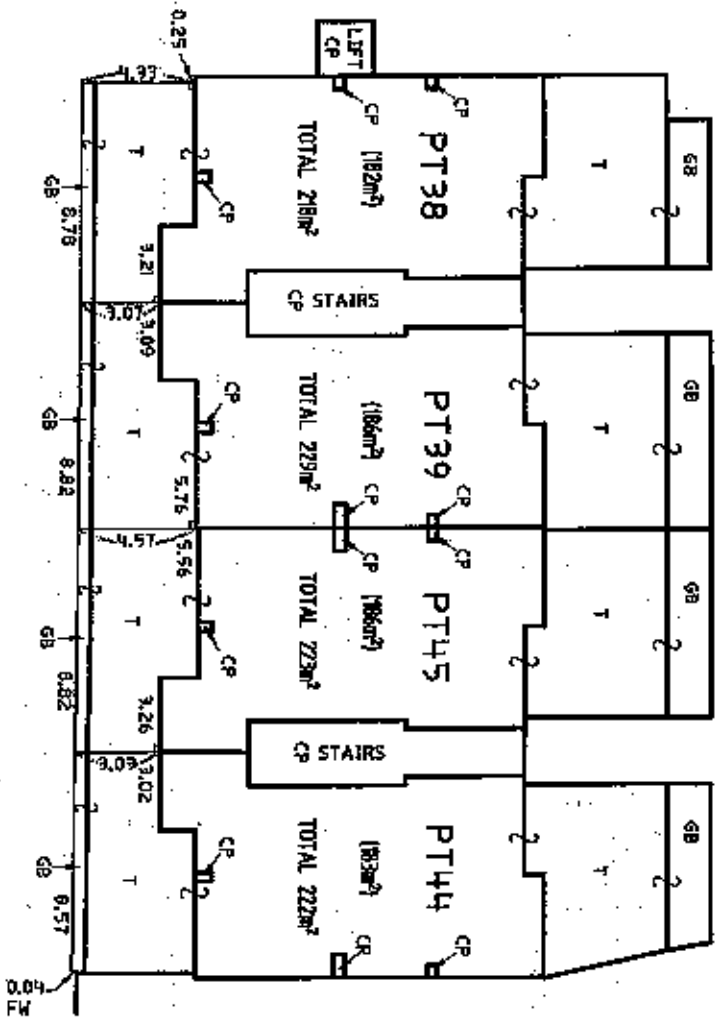
Lengths are in metres

[Signature]
 Registered Surveyor

[Signature]
 Accredited Certifier

SURVEYOR'S REFERENCE: T301/SP2(D)

SP74571



GROUND FLOOR

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. TERRACES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS. GARDEN BOXES ARE LIMITED IN HEIGHT TO 3 ABOVE AND 1 BELOW THE UPPER SURFACE OF THE GROUND FLOOR OF THEIR RESPECTIVE ADJOINING UNITS EXCEPT WHERE COVERED AND EXCEPT THOSE GARDEN BOXES ABOVE THE BASEMENT WHICH ARE LIMITED IN DEPTH TO THE UPPER SURFACE OF THE BASEMENT ROOF.

CP DENOTES COMMON PROPERTY
 T DENOTES TERRACE
 GB DENOTES GARDEN BOX
 FM DENOTES FACE OF WALL PRODUCED

└─┬─┘ DENOTES 90° ANGLE

Reduction Ratio 1: 200

Lengths are in metres

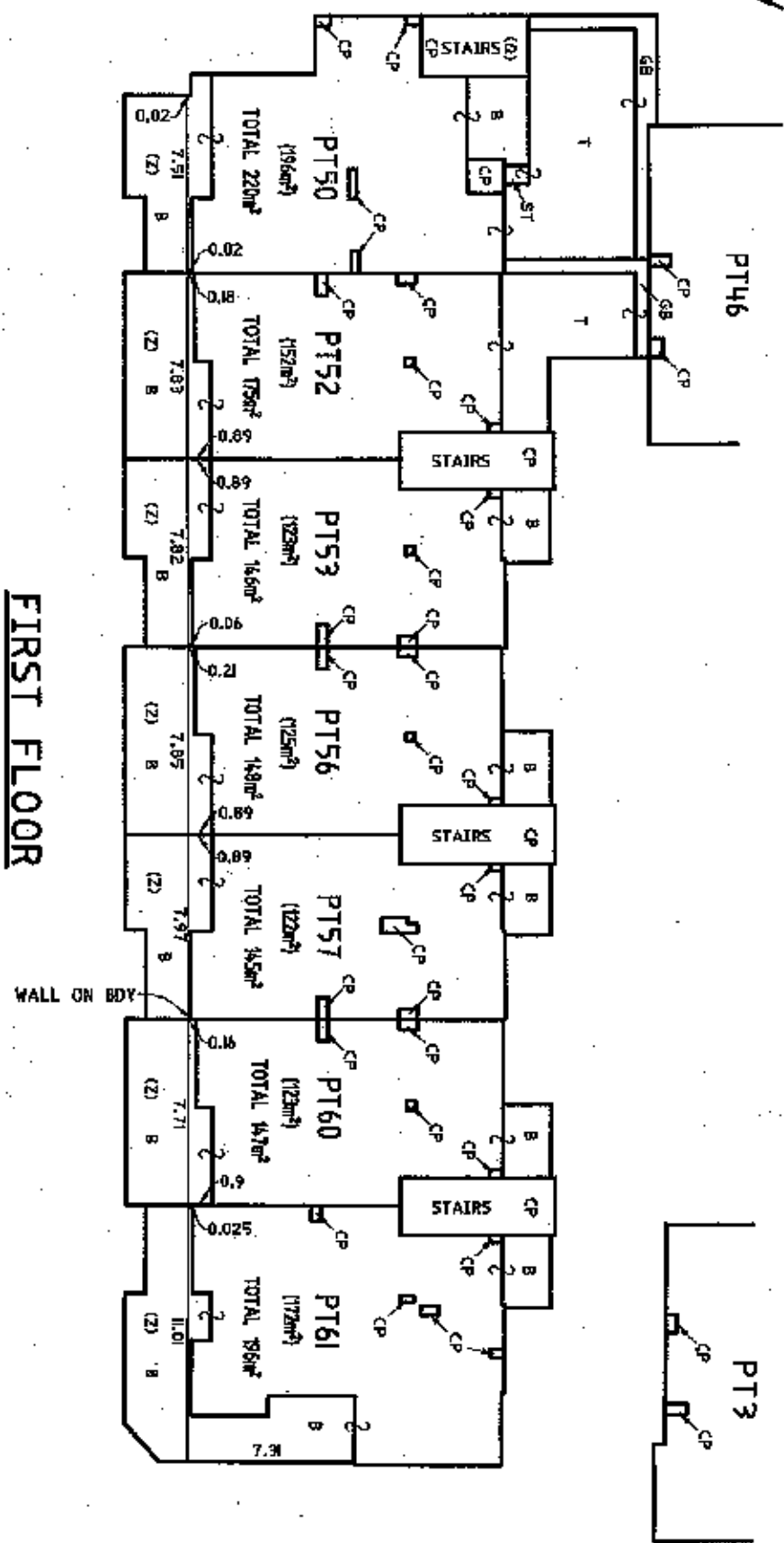
[Signature]
 Registered Surveyor

[Signature]
 Authorised Professional Engineer / Accredited Cartographer

SURVEYOR'S REFERENCE: 9301/SP2(D)

(Z) DENOTES THAT PART OF THE FLOOR AREA OF THE BALCONY WHICH EXTENDS BEYOND THE STRATA LOT BOUNDARY AND DOES NOT FORM PART OF THAT LOT BUT IS FOR THE EXCLUSIVE USE OF THAT LOT AND IS TO BE MAINTAINED BY THE LOT FOR ALL PURPOSES OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATION OF TITLE.
 (E) EASEMENT FOR MAINTENANCE OF PLANT VARIABLE WIDTH

SP74571



THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. BALCONIES, STAIRS, TERRACES AND GARDEN BOXES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR UPPER SURFACE.

Reduction Ratio 1: 200

Lengths are in metres

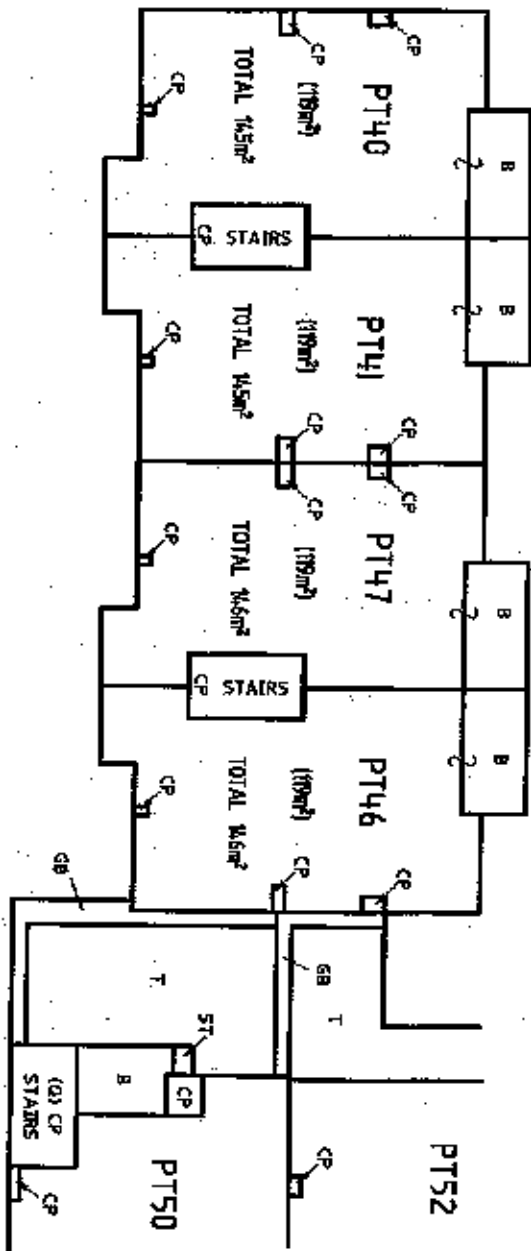
- ST DENOTES STAIRS
- CP DENOTES COMMON PROPERTY
- B DENOTES BALCONY
- T DENOTES TERRACES
- GB DENOTES GARDEN BOXES

SURVEYOR'S REFERENCE: T301/SP2(D)

[Signature]
 Registered Surveyor
[Signature]
 Accredited Certifier

SP74571

(Q) EASEMENT FOR MAINTENANCE OF PLANT VARIABLE WIDTH



FIRST FLOOR

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE.

BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

- CP DENOTES COMMON PROPERTY
- B DENOTES BALCONY
- GB DENOTES GARDEN BOX
- T DENOTES TERRACE

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

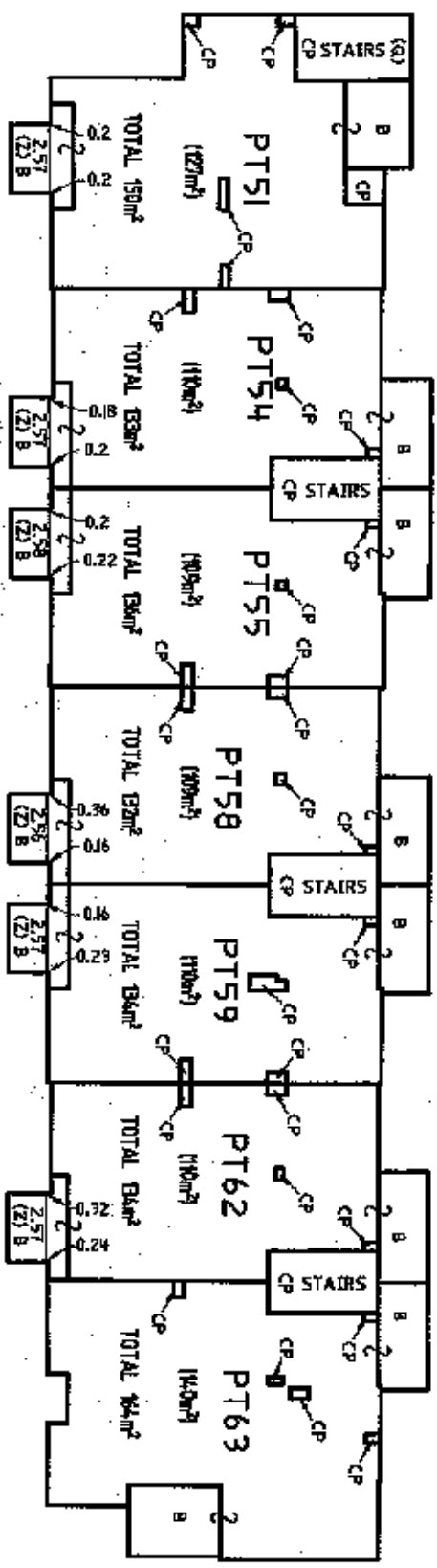
SURVEYOR'S REFERENCE: 7301/SP2(D)

(2) DENOTES THAT PART OF THE FLOOR AREA OF THE BALCONY WHICH EXTENDS BEYOND THE STRATA LOT BOUNDARY AND DOES NOT FORM PART OF THAT LOT BUT IS FOR THE EXCLUSIVE USE OF THAT LOT AND IS TO BE MAINTAINED BY THE LOT FOR ALL PURPOSES OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATION OF TITLE.

(3) EASEMENT FOR MAINTENANCE OF PLANT VARIABLE WIDTH



SECOND FLOOR



CP DENOTES COMMON PROPERTY
 B DENOTES BALCONY

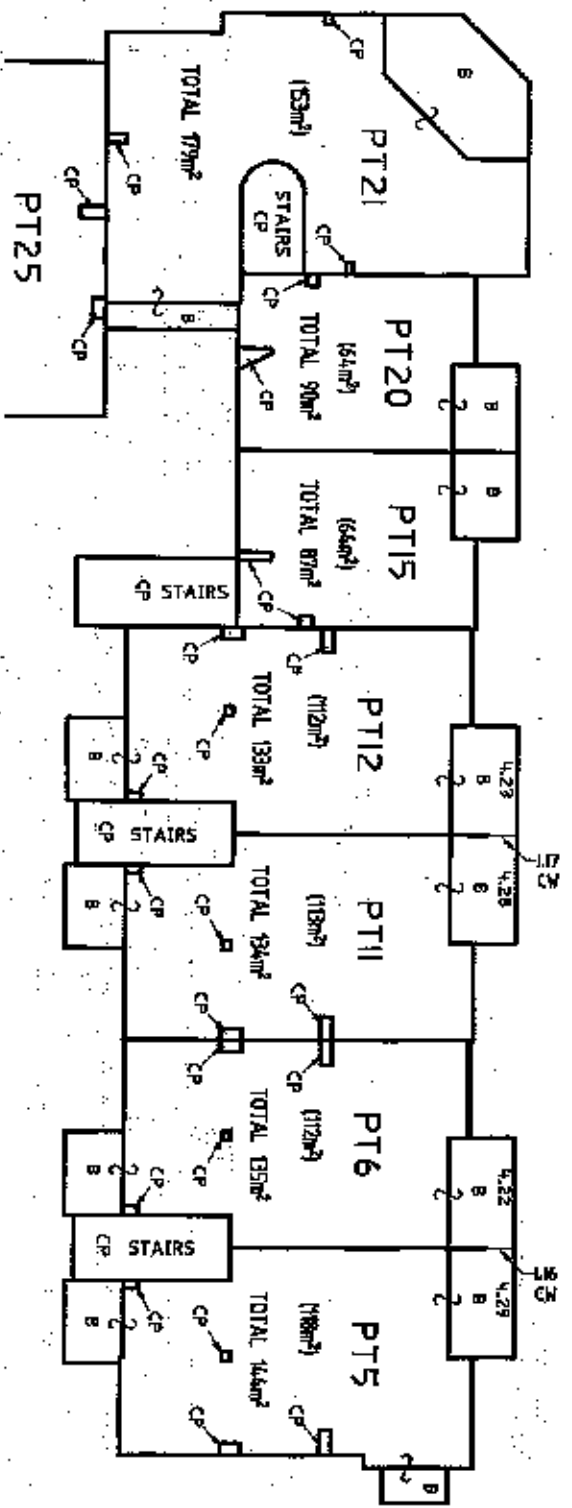
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor
 SUPERVISOR'S REFERENCE: 7301/SP2(D)

SP74571



SECOND FLOOR

CP DENOTES COMMON PROPERTY
 B DENOTES BALCONY
 CW DENOTES FROM CENTRE OF END OF WALL

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

Reduction Ratio 1: 200

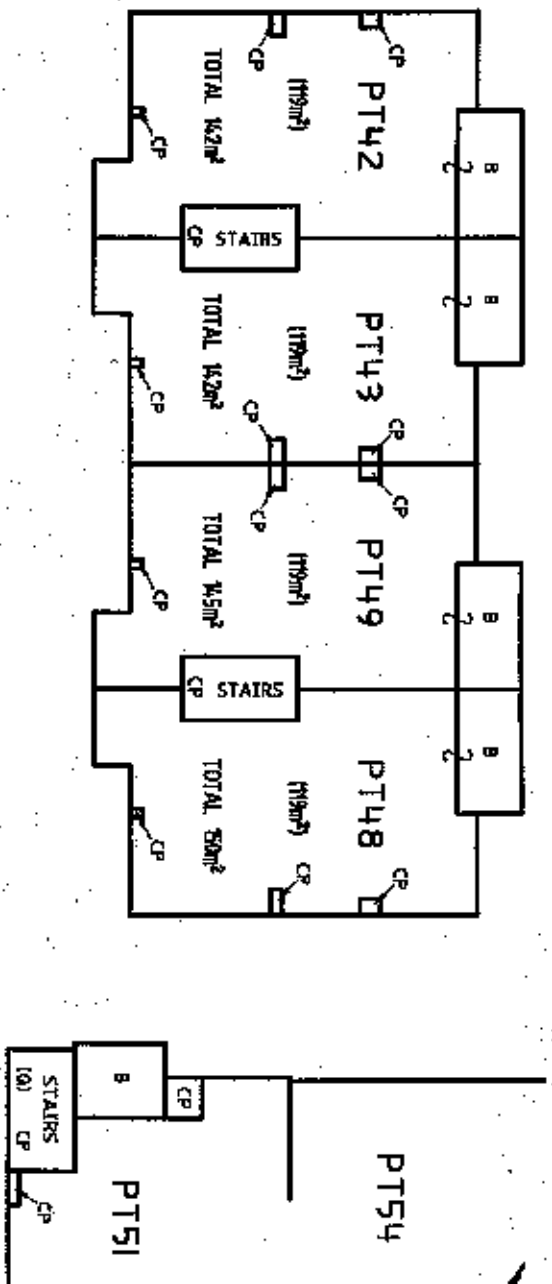
Lengths are in metres


 Registered Surveyor
 SURVEYOR'S REFERENCE: 1301/SP2(D)

 Licensed Conveyancer

SP74571

(02) EASEMENT FOR MAINTENANCE OF PLANT VARIABLE WIDTH



SECOND FLOOR

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

Reduction Ratio 1: 200

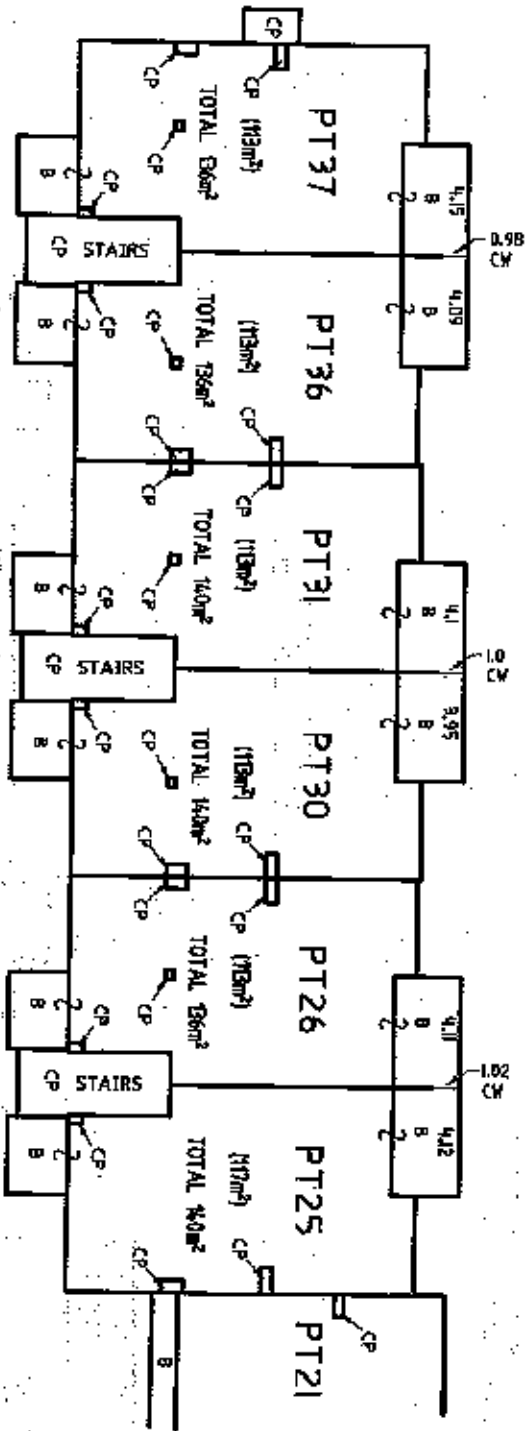
Lengths are in metres

[Signature]
Registered Surveyor

[Signature]
Authorised Practitioner/Member/Accredited Officer

SURVEYOR'S REFERENCE: 7901/SP2(D)

SP74571



SECOND FLOOR

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. BALCONIES WERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY
CW DENOTES FROM CENTRE OF END OF WALL

Reduction Ratio 1: 200

Lengths are in metres

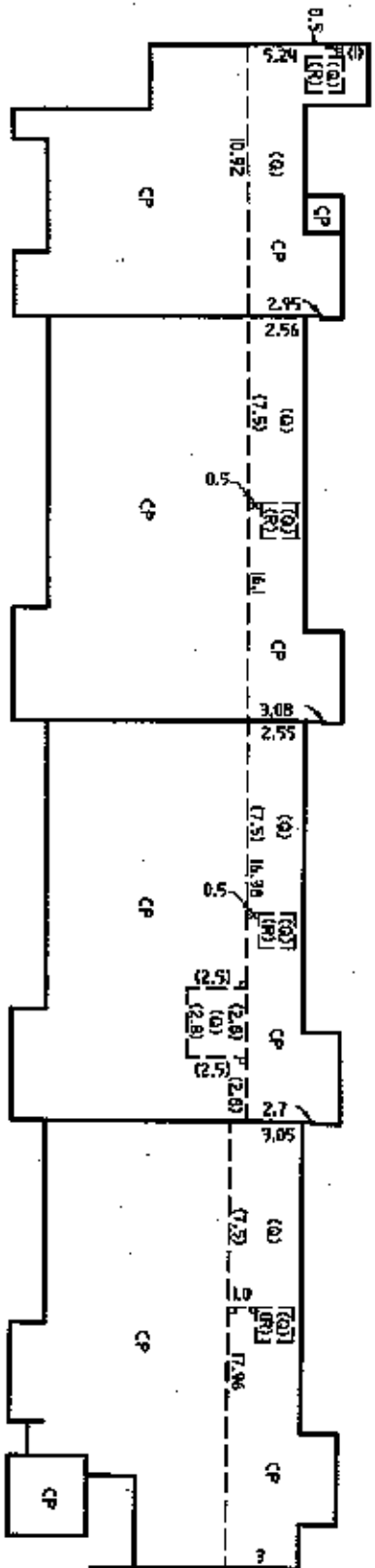
Registered Surveyor

Surveyor's Reference (301/SP2(D))

Surveyor's Reference (301/SP2(D))

(Q) EASEMENT FOR MAINTENANCE OF PLANT VARIABLE WIDTH
 (R) EASEMENT FOR PLANT 1.5 WIDE

SP74571




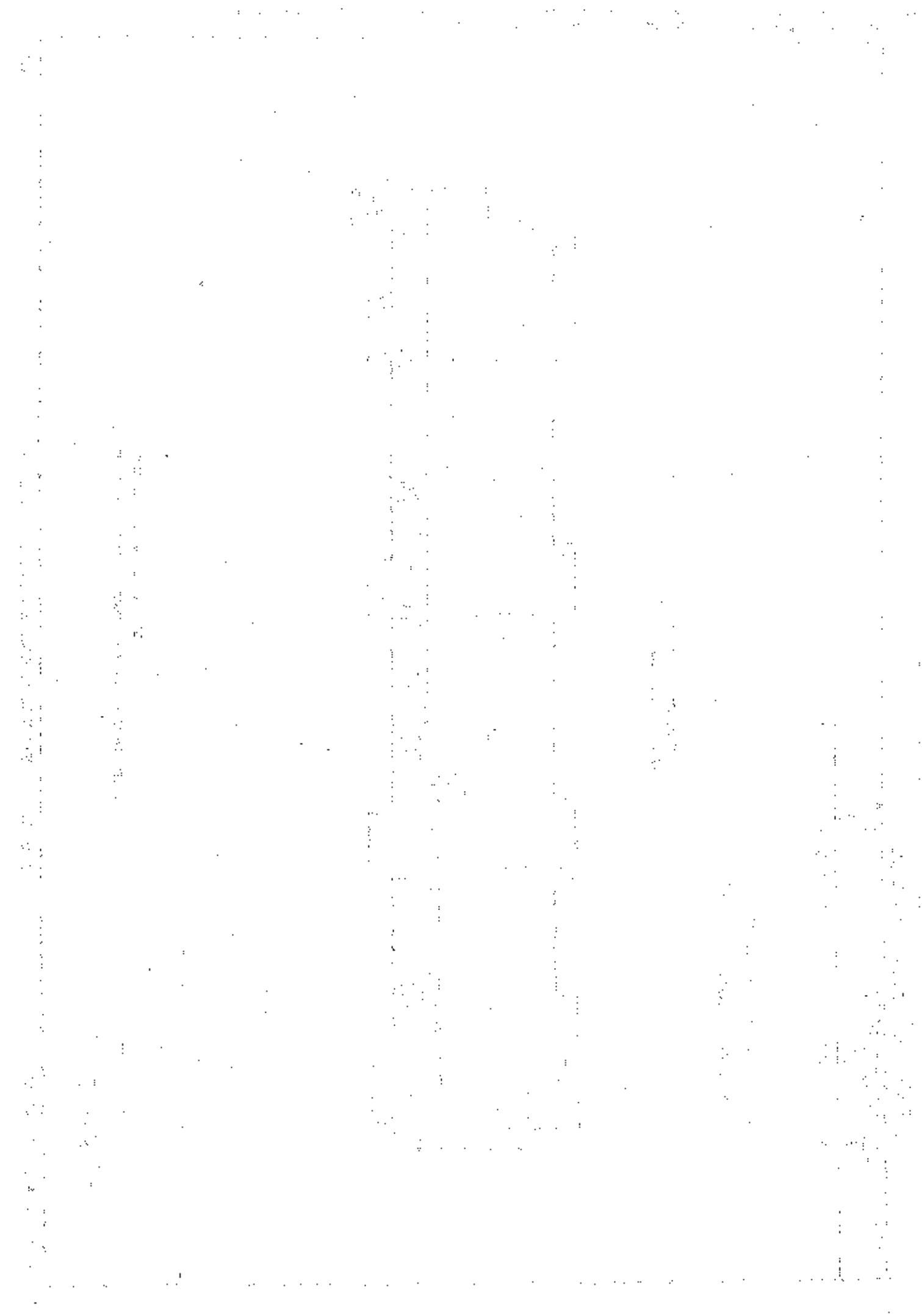
ROOF FLOOR

[T(Q)] DENOTES EASEMENT 1.5X1.5 SQUARE
 [R] DENOTES COMMON PROPERTY

Reduction Ratio 1: 200

Lengths are in metres


 Supervisor
 SURVEYOR'S REFERENCE: V301/SP2(D)

 Authorised Practitioner/Registered Certifier



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

(Sheet 1 of 9 sheets)

SP74571

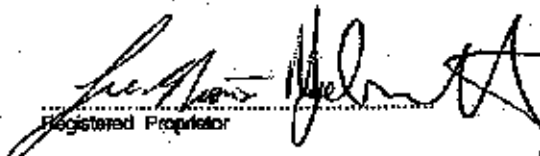
Plan of subdivision of lot 101
in DP 1079787 covered by
subdivision certificate number
SC 743

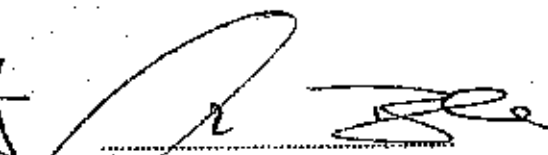
Full name and address of the owner of the land: Stella Maritz Pty Limited
ACN 100 871 145
Unit 8/105a Vanessa Street,
Kingsgrove NSW 1480

Part 1

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	Right of carriageway variable width (M)	CP/SP74571	Lot 100 DP1079787
2	Easement for maintenance of plant variable width (N)	CP/SP74571	Lot 100 DP1079787
3	Easement for access 2.05 wide (P)	CP/SP74571	Lot 100 DP1079787
4	Easement for maintenance of plant variable width (Q)	CP/SP74571	Lot 100 DP1079787
5	Easement for plant 1.5 wide (R)	CP/SP74571	Lot 100 DP1079787


Gordon Wren
Accredited Certifier - Strata
Accreditation No: PSDA 003


Registered Proprietor


Mortgagee

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

(Sheet 2 of 9 sheets)

Plan of subdivision of lot 101
in DP 1079787 covered by
subdivision certificate number

SC 743

SP74571

Part 2

1. **Terms of right of carriageway variable width (M) numbered 1 in the Plan**
 - 1.1 The Grantee has the right to go, pass and repass over the Lot Burdened at all times on foot or with vehicles for all lawful purposes.
 - 1.2 In exercising the powers conferred by this easement, the Grantee must:
 - (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
 - (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
 - (c) make good any collateral damage; and
 - (d) comply with any rules in any Strata Management Statement.
 - 1.3 The Grantee may only do a thing under this easement within the site of the easement.
 - 1.4 The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.
2. **Terms of easement for maintenance of plant variable width (N) numbered 2 in the Plan**
 - 2.1 The Grantee has the right to access to, enter into and use in common with others, the fan room on the Lot Burdened.
 - 2.2 In exercising the powers conferred by this easement, the Grantee must:
 - (a) only use the fan room for its intended purpose;
 - (b) clean up any spillage that may have been caused by the Grantor in or near the fan room;
 - (c) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
 - (d) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

Registered Proprietor

Mortgagee

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

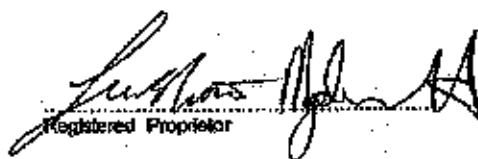
(Sheet 3 of 9 sheets)

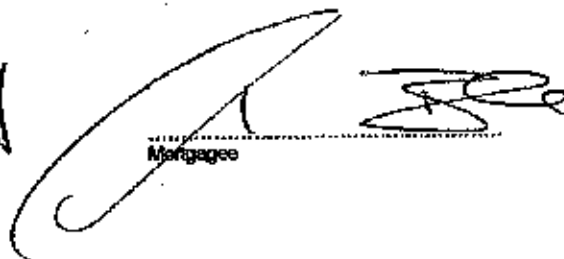
SP74571

Plan of subdivision of lot 101
in DP 1079787 covered by
~~Strata~~ subdivision certificate number
SC 743

Part 2 (Continued)

- (e) make good any collateral damage; and
 - (f) comply with any rules in any Strata Management Statement.
- 2.3 The Grantee may only do a thing under this easement within the site of the easement.
- 2.4 The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.
- 3. Terms of easement for access 2.05 wide (P) numbered 3 in the Plan**
- 3.1 The Grantee has the right to go, pass and repass over the Lot Burdened at all times on foot with or without workmen, tools and equipment for all lawful purposes.
- 3.2 The easement right is subject to the conditions that the Grantor and each Authorised Person:
- (a) exercises their respective rights consistently with the rights of all other parties who have the same or similar rights; and
 - (b) complies with any by-laws in any Strata Management Statement relevant to the site of the easement.
- 3.3 In exercising the powers conferred by this easement, the Grantee must:
- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
 - (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
 - (c) make good any collateral damage.
- 3.4 The Grantee may only do a thing under this easement within the site of the easement.
- 3.5 The rights in and obligations on the Grantee in this easement extend to every Authorised Person.


Registered Proprietor


Mortgagee

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

(Sheet 4 of 9 sheets)

SP74571

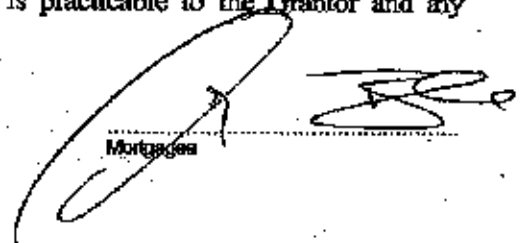
Plan of subdivision of lot 101
in DP 1079787 covered by
subdivision certificate number
SC 743

Strata

Part 2 (Continued)

- 4. Terms of easement for maintenance of plant variable width (Q) numbered 4 in the Plan**
- 4.1 The Grantee has the right to go, pass and repass over the Lot Burdened at all times on foot with or without workmen, tools and equipment for all lawful purposes.
- 4.2 In exercising the powers conferred by this easement, the Grantee must:
- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
 - (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
 - (c) make good any collateral damage; and
 - (d) comply with any rules in any Strata Management Statement.
- 4.3 The Grantee may only do a thing under this easement within the site of the easement.
- 4.4 The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.
- 5. Terms of easement for plant 1.5 wide (R) numbered 5 in the Plan**
- 5.1 The Grantee has the right to:
- (a) install plant and equipment on the Lot Burdened;
 - (b) access the Lot Burdened (either with or without workmen, tools and equipment) for the purposes of inspecting, maintaining, repairing and renewing the plant and equipment installed in the Lot Burdened; and
 - (c) do all other things necessary in connection with ownership of the plant and equipment on the Lot Burdened.
- 5.2 In exercising the powers conferred by this easement, the Grantee must:
- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;


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Mortgagee

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

(Sheet 5 of 9 sheets)

SP74571

Plan of subdivision of lot 101
in DP 1079787 covered by
Strata subdivision certificate number
SC 743

Part 2 (Continued)

- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (c) make good any collateral damage; and
- (d) comply with any rules in any Strata Management Statement.

5.3 The Grantee may only do a thing under this easement within the site of this easement.

5.4 The rights in and obligations on the Grantee in this easement extend to every Authorised Person.

6. Definitions

"**Authorised Person**" means a person, body or authority authorised by the Grantee and without limitation, where applicable, includes the Grantee's visitors, employees and contractors.

"**Building Management Committee**" means building management committee constituted under a Strata Management Statement.

"**Conducting Medium**" means any wire, cable, pipe, line, duct, chute, drain, water storage tank, cooling tower, kitchen or other exhaust flue or duct and other apparatus through or in which a Service passes or is stored or contained.

"**Conveyancing Act**" means the *Conveyancing Act 1919 (NSW)* as that may be amended from time to time and includes any regulations under that Act.

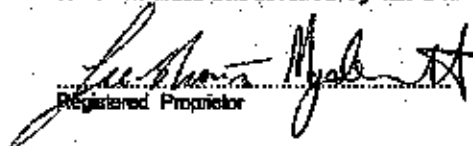
"**Council**" means Shellharbour City Council.

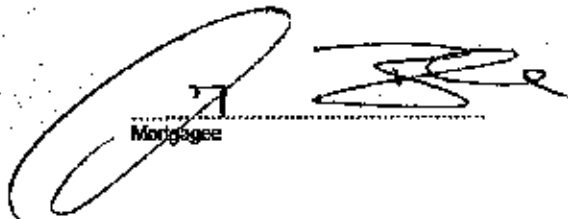
"**Grantee**" means the person, or if more than one, jointly the persons entitled to an estate or interest in possession of the Lot Benefited. The expression "Grantee" wherever used means and includes the Grantee and every Authorised Person.

"**Grantor**" means the person, or if more than one, jointly the persons entitled to an estate or interest in possession of the Lot Burdened.

"**Instrument**" means this instrument.

"**Land**" means the land subdivided by the Plan.


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

(Sheet 6 of 9 sheets)

SP74571

Plan of subdivision of lot 101
in DP 1079787 covered by
~~Strata~~ subdivision certificate number
SC 743

Part 2 (Continued)

"Lot" means a lot in the Plan.

"Lot Benefited" in connection with a restriction or easement the subject of this instrument, means the Lot Benefited by the relevant restriction or easement.

"Lot Burdened" in connection with a restriction or easement the subject of this Instrument, means the Lot Burdened by the relevant restriction or easement.

"Plan" means the plan to which this instrument relates.

"Shared Facility" means a shared facility under a Strata Management Statement.

"Strata Freehold Act" means the *Strata Schemes (Freehold Development) Act 1973* as that Act may be amended from time to time and includes any regulations under that Act.

"Strata Management Statement" means a strata management statement registered in accordance with the provisions of Division 2B of the Strata Freehold Act.

7. Interpretation

7.1 The expression "Grantor" includes the Grantor, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment.

7.2 The expression "Grantee" includes the Grantee, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment.

7.3 The terms of each easement, covenant and restriction in this Instrument are covenants and agreements:

- (a) between each relevant Grantor and relevant Grantee;
- (b) which annex to each relevant easement, covenant and restriction; and
- (c) which pass with the burden and benefit of each relevant easement, covenant and restriction.

7.4 Each Grantor and Grantee:

- (a) is bound by, and must comply with, the terms of each relevant easement, covenant and restriction in this Instrument; and


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

(Sheet 7 of 9 sheets)

SP74571

Plan of subdivision of lot 101
in DP 1079787 covered by
Strata subdivision certificate number
SC 743

rt 2 (Continued)

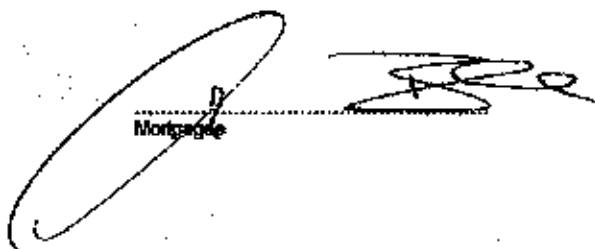
- (b) must use reasonable endeavours to ensure its Authorised Persons comply with the terms each relevant easement, covenant and restriction.

7.5 If matters relating to the maintenance, repair or replacement of any part of a Lot Burdened the subject of an easement, covenant or restriction in this Instrument are covered or regulated by a Strata Management Statement, then:

- (a) the terms of that Strata Management Statement:
- (i) apply to that easement, covenant or restriction; and
 - (ii) bind the relevant Grantor and Grantee; and
- (b) to the extent of any inconsistency between the Strata Management Statement and the terms of the relevant easement, covenant or restriction, then the terms of the Strata Management Statement prevail to the extent of the inconsistency.

7.6 If the terms of any easement allow the Grantor to make rules in connection with the easement site or the use of the easement site, and the easement site is a Shared Facility, then the rules of the Building Management Committee in connection with the easement site or the use of the easement site prevail to the extent of any inconsistency.


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

(Sheet 8 of 9 sheets)

SP74571

Strata

Plan of subdivision of lot 101
in DP 1079787 covered by
subdivision certificate number

SC 743

DATED: 8-9-2005

EXECUTION:

**THE COMMON SEAL STELLAR
MARITZ PTY LIMITED
ACN 100 871 145** the affixing of which
was witnessed by:



[Signature] (Robert Kodr)

[Signature]
Signature of director

[Signature]
Signature of director/secretary

MICHAEL SHAWJI LEE
Name

MAJED HAWATT
Name

[Signature]
Registered Proprietor

[Signature]
Mortgagee

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

(Sheet 9 of 9 sheets)



Plan of subdivision of lot 101
in DP 1079787 covered by
subdivision certificate number
SC 743

Strata

**THE COMMON SEAL PERMANENT
TRUSTEE AUSTRALIA LTD**
ACN 008 412 913 the affixing of which
was witnessed by:

Signature of director

Signature of director/secretary

MICHAEL SHOUMI LEE
Name

MAJED HAWATT
Name

Robert Kodr
Name

Robert Kodr
Name

PERMANENT TRUSTEE AUSTRALIA LIMITED ACN 008 412 913
by its Attorneys who state that they have no notice of
revocation of the Power of Attorney dated 2nd June 1993,
whereby they execute this deed document or instrument.
NSW BK4022 No 246

Group A Attorney	Group B Attorney
Signature 	Signature
Name JOHN MEYER	KYLEE BOZICEVIC

218

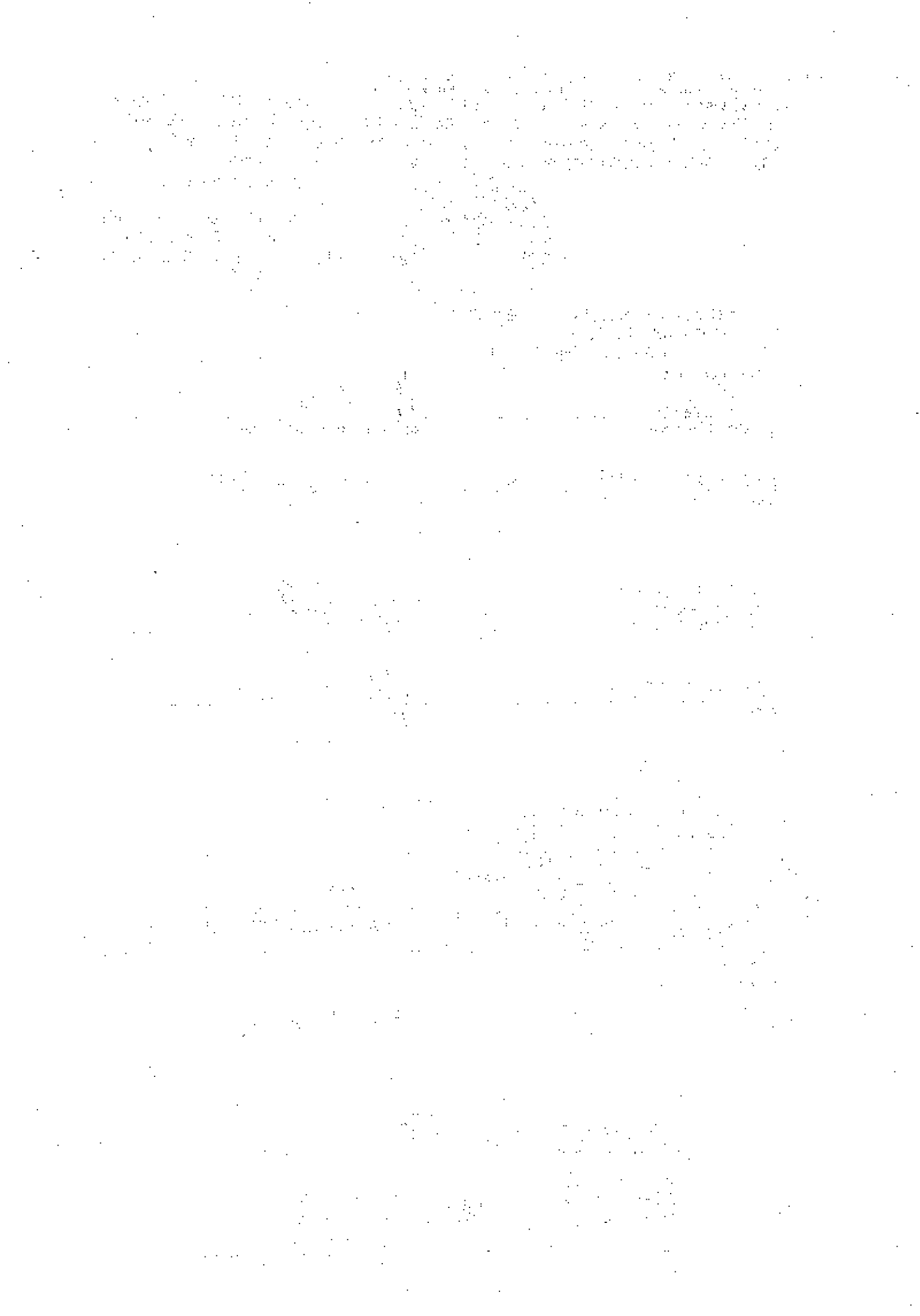
Nicole Leslie
NICOLE LESLIE
35 CLARENCE STREET, SYDNEY, 2000

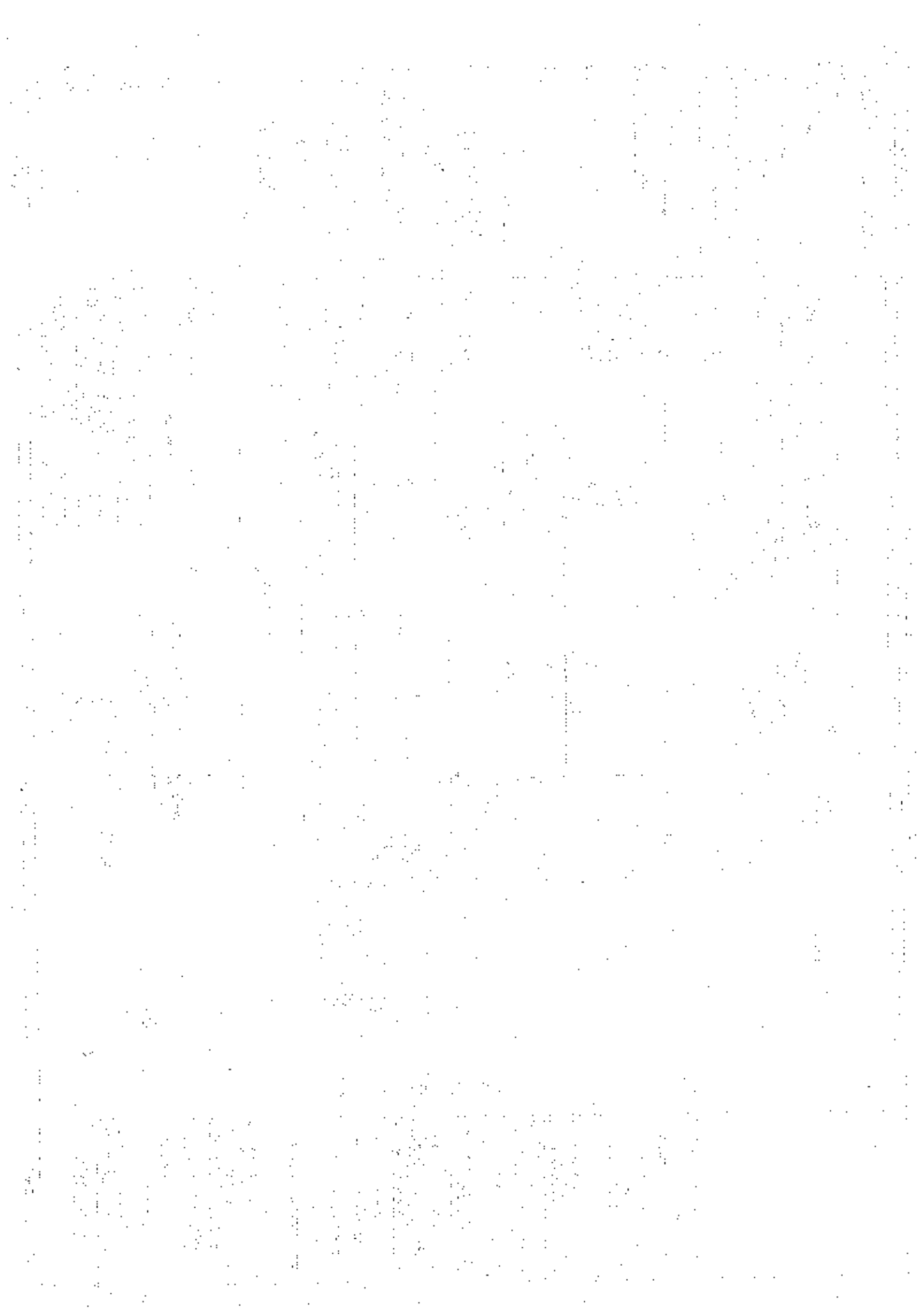
SP74571

Registered Proprietor

Mortgages

REGISTERED 22.9.2005





Instrument setting out terms of Easements or Profit 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 of the Conveyancing Act, 1919.

(Sheet 1 of 2 Sheets)

DP1057442

Plan of Consolidation of Lots 20, 21 &
22 in DP 231199, Lot 4A in DP 333981,
Lot 1 in DP 338102, & Lot 2 in
DP 1045194

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

Stella Maritz Pty Limited
P.O. Box 68
KINGSGROVE NSW 1480
ABN 23 100 871 145

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 Padmount Sub Station 2.75 wide	1	Integral Energy Australia

Part 2 (Terms)

Terms of Easement for Padmount Substation numbered 1 in the plan:

An Easement for Padmount Substation having terms as detailed in Memorandum No 3021852 registered with Land & Property Information NSW.

Name of person or authority whose consent is required to modify vary or release the Easement numbered 1 in the plan:

Integral Energy Australia

(Sheet 2 of 2 Sheets)

DP1057442

Plan of Consolidation of Lots 20, 21 &
22 in DP 231199, Lot 4A in DP 333981,
Lot 1 in DP 338102, & Lot 2 in DP
1045194

THE COMMON SEAL OF
STELLA MARITZ PTY LIMITED ACN 100871195
was hereby affixed by authority of
the Board in the presence of
Witnesses: Jodie Ann Markovitch & Michael Lee
COLLABORATION LAW

Michael Lee
Secretary Director
MICHAEL LEE

[Signature]
Director
DINO SPERANODIS

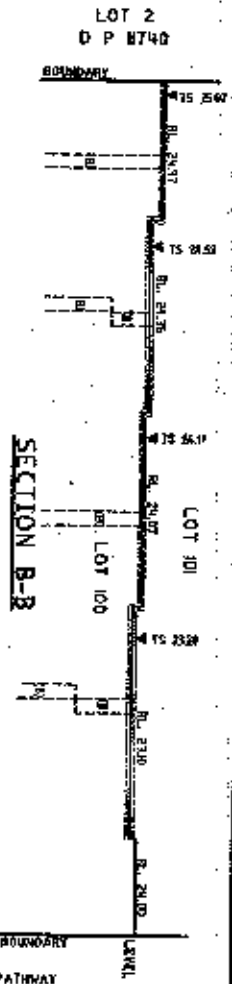
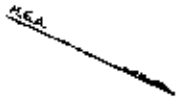
EQUITRUST LTD ACN 061 383 944
by its duly appointed Attorney
JODIE ANN MARKOVITCH under Power of
Attorney No. 657 Book 4336

[Signature]

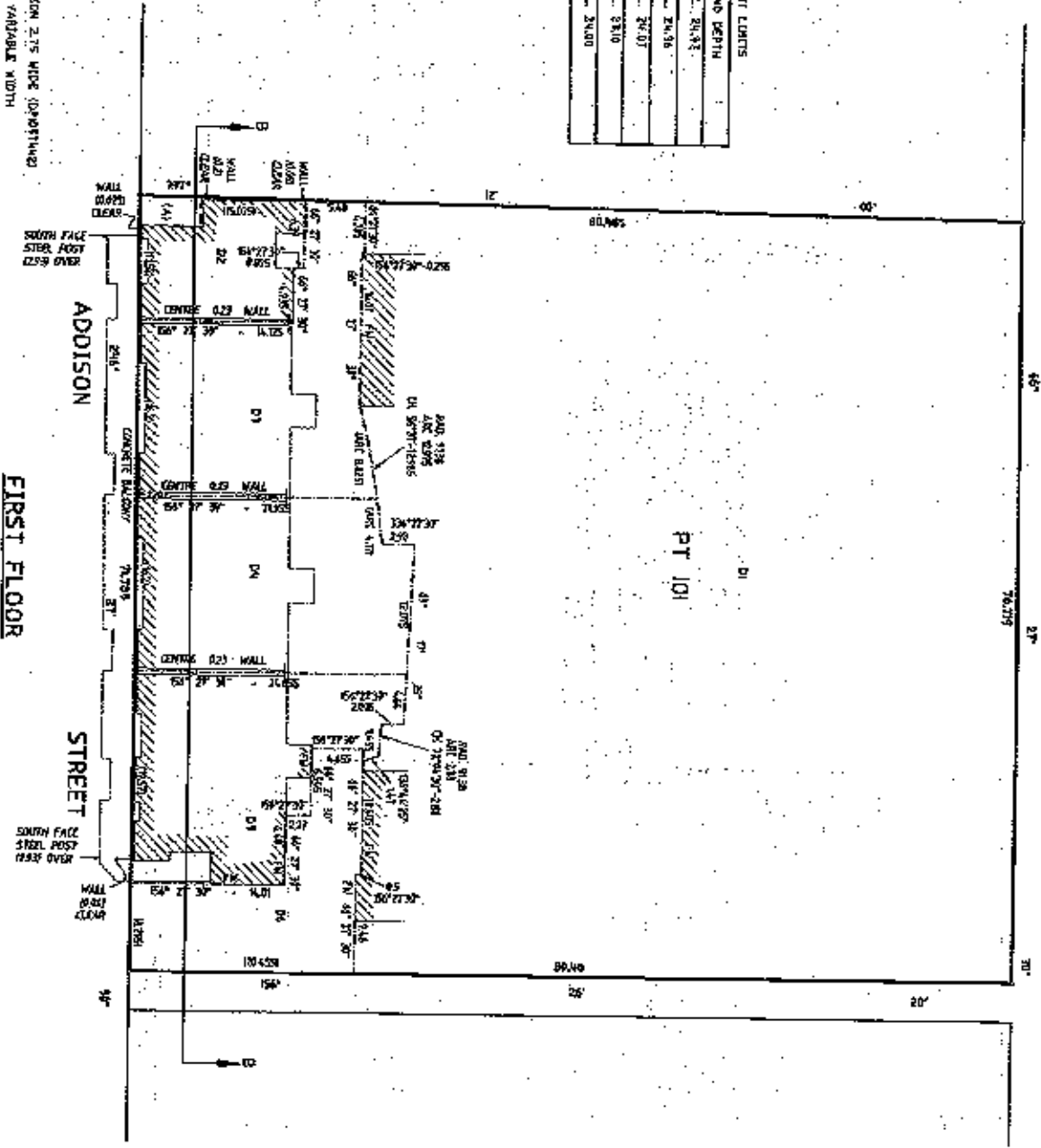
Rough
CAROLINE LOUISE LAUGH
Clee 76965

SCHEDULE OF HEIGHT LIMITS

D1	UNLIMITED IN HEIGHT AND DEPTH
D2	LIMITED IN DEPTH TO R.L. 24.42
D3	LIMITED IN DEPTH TO R.L. 24.36
D4	LIMITED IN DEPTH TO R.L. 24.07
D5	LIMITED IN DEPTH TO R.L. 24.00
D6	UNLIMITED IN HEIGHT



- TS DENOTES RL TOP OF SLAB
- FW DENOTES FACE OF WALL
- 14) EASEMENT FOR PARALLEL SUBSTATION 2.75 MIDE (DIMENSIONED)
- 15) EASEMENT FOR ACCESS 1.2 MIDE 6 VARIABLE WIDTH



DPI079787

Registered B. D. 2005

This is a copy of the plan as shown on 21-1-2005

Checked 23/1/05

This is a copy of the plan as shown on 21-1-2005

Checked 23/1/05

This is a copy of the plan as shown on 21-1-2005

Checked 23/1/05

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

(Sheet 1 of 15 sheets)

DP1079787

Plan of subdivision of lot 1 in DP 1057442 covered by subdivision certificate number 331/03

Full name and address of the owner of the land: Stella Maritz Pty Limited
 ACN 100 871 145
 Unit 8/105a Vanessa Street,
 Kingsgrove NSW 1480

Part 1

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 access 1.2 wide and variable width (limited in stratum) (B, B1, B2, B3 and B4))	100	101
2	Easement for egress variable width (limited in stratum) (C)	100	101
3	Easement for maintenance of plant variable width (limited in stratum) (D)	100	101
4	Easement for support (whole of lot) (E)	100 101	101 100
5	Easement for shelter (whole of lot) (F)	100 101	101 100
6	Easement for services (whole of lot) (G)	100 101	101 100
7	Easement for underground cables over existing line of cables (H)	100	Integral Energy
8	Easement for letterboxes 0.26 wide (limited in stratum) (J)	100	101
9	Easement for access 1.2 wide and variable width (limited in stratum) (K)	100	101
10	Right of public access (limited in stratum) (L)	100	Shellharbour City Council

General Manager/Authorised Person

14/6/05

Registered Proprietor

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

(Sheet 2 of 15 sheets)

DP1079787

Plan of subdivision of
lot 1 in DP 1057442 covered
by subdivision certificate
number 331/03

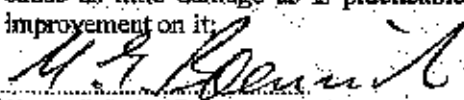
Part 2

1. Terms of easement for access variable width limited in stratum (B, B1, B2, B3 and B4) numbered 1 in the Plan

- 1.1. The Grantee has the right to go, pass and repass over the Lot Burdened at all times on foot for all lawful purposes.
- 1.2. The Grantor may make rules about the use of the site of this easement.
- 1.3. In exercising the powers conferred by this easement, the Grantee must:
 - (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
 - (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
 - (c) make good any collateral damage; and
 - (d) comply with any rules made by the Grantor according to this easement.
- 1.4. The Grantee may only do a thing under this easement within the site of the easement.
- 1.5. The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.

2. Terms of easement for egress variable width limited in stratum (C) numbered 2 in the Plan

- 2.1. The Grantee has the right to go and pass over the Lot Burdened at all times on foot for all lawful purposes.
- 2.2. The Grantor may make rules about the use of the site of this easement.
- 2.3. In exercising the powers conferred by this easement, the Grantee must:
 - (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
 - (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;


General Manager/Authorised Person


Registered Proprietor

14/6/05

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

(Sheet 3 of 15 sheets)

DP1079787

Plan of subdivision of
lot 1 in DP 1057442 covered
by subdivision certificate
number 331/03

- (c) make good any collateral damage; and
- (d) comply with any rules made by the Grantor according to this easement.

2.4. The Grantee may only do a thing under this easement within the site of the easement.

2.5. The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.

3. Terms of easement for maintenance of plant variable width limited in stratum (D) numbered 3 in the Plan

3.1. The Grantee has (subject to the provisions of this Instrument) the unrestricted right:

- (a) to keep installed in the site of the easement plant and equipment servicing the Lot Benefited;
- (b) to use in common with others the site of the easement for the purpose of:
 - (i) access to the plant and equipment;
 - (ii) inspecting and servicing the plant and equipment;
 - (iii) repairing and maintaining the plant and equipment; and
 - (iv) replacing the plant and equipment with similar plant and equipment in the same location as the plant and equipment existing at the date of this Instrument; and
- (c) pass and repass over the Lot Burdened by the most practicable direct route for the purpose of access to and from the site of the easement.

3.2. In exercising the powers conferred by this easement, the Grantee must:

- (a) ensure that all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
- (c) not leave any item on the site of the easement;
- (d) clean and make good the site of the easement after exercising any rights in connection with the site of the easement; and

General Manager/Authorised Person

Registered Proprietor

14/6/05

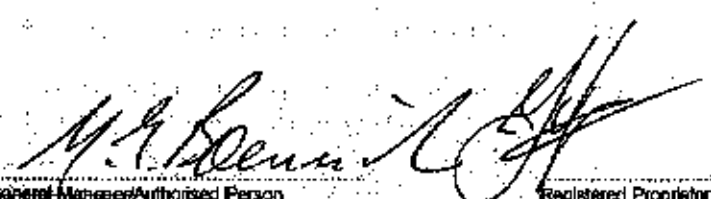
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE
USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.**

(Sheet 4 of 15 sheets)

DP1079787

Plan of subdivision of
lot 1 in DP 1057442 covered
by subdivision certificate
number 331/03

- (c) make good any collateral damage.
- 3.3. The Grantor may make reasonable rules about the use of the site of the easement and access to the site of the easement.
- 3.4. The easement right is subject to the conditions that the Grantor and each Authorised Person:
- (a) exercises their respective rights consistently with the rights of all other parties who have the same of similar rights; and
- (b) complies with any rules made by the Grantor or the by-laws in any Building Management Statement or Strata Management Statement relevant to the site of the easement.
- 3.5. The Grantee may only do a thing under this easement within the site of the easement.
- 3.6. The rights in and obligations on the Grantee in this easement extend to every Authorised Person.
4. **Terms of easement for support for whole of the lot (E) numbered 4 in the Plan**
- 4.1. Full and free right for the subjacent and lateral support of that part of the building erected on the Lot Benefited at the date of this Instrument by all such other parts of the building erected on the Lot Burdened at the date of this Instrument as are capable of affording support and all ancillary rights and obligations reasonably necessary to make this easement effective.
5. **Terms of easement for shelter for whole of lot (F) numbered 5 in the Plan**
- 5.1. Registration of this Instrument creates an easement for shelter in the terms of the easement set out in section 196K of the Conveyancing Act.
6. **Terms of easement for services for whole of lot (G) numbered 6 in the Plan**
- 6.1. The Grantee has at all times the unrestricted right to use the Lot Burdened to provide Services to and from the Lot Benefited and may do anything reasonably necessary for that purpose, including without limitation:


General Manager/Authorised Person

Registered Proprietor

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- (a) the right to the free and uninterrupted storage and passage of a Service along, through or in a Conducting Medium relating to that Service that is within the Lot Burdened (whether that Conducting Media or Conducting Medium is in existence at the date of this Instrument or constructed after the date of this Instrument);
- (b) the right to construct, erect, lay, attach or place a Conducting Media or Conducting Medium on, in or under the Lot Burdened for the purposes of the storage or passage of a Service;
- (c) do anything reasonably necessary for the purposes stated in paragraphs (a) and (b), including:
- entering the Lot Burdened;
 - taking anything onto the Lot Burdened;
 - using any line of Conducting Media;
 - carrying out work, such as constructing new Conducting Media, placing, repairing or maintaining pipes, channels, ditches and equipment;
- (d) remaining on the Lot Burdened for such time as may be necessary in the circumstances; and
- (e) taking anything onto the Lot Burdened for the purposes associated with the Grantee's rights under this easement.

6.2. In exercising the powers conferred by this easement, the Grantee must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
- (c) make good any collateral damage.

6.3. The Grantee may only do a thing under this easement within the site of the easement.


General Manager/Authorised Person

Registered Proprietor

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6.4. The rights in, and obligations on, the Grantee under this easement extend to every
Authorised Person.

7. **Terms of easement for underground cables over existing line of cables (H) numbered
7 in the Plan**

7.1. The authority benefited may:

- (a) install electrical equipment within the easement site;
- (b) excavate the easement site to install the electrical equipment;
- (c) use the electrical equipment for the transmission of electricity;
- (d) enter the Lot Burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for a reasonable time;
- (e) trim or remove any vegetation from the Lot Burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment; and
- (f) remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

7.2. In exercising its rights under this easement the authority benefited will take reasonable precautions to minimise disturbance to the Lot Burdened and will restore the Lot Burdened as nearly as practicable to its original condition.

7.3. The owner agrees that it will not:

- (a) install or permit to be installed any services or structure within the easement site;
- (b) alter the surface level of the easement site; or
- (c) do or permit to be done anything that restricts access to the easement site by the authority benefited,

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

7.4. The authority benefited will not be responsible if the electrical equipment causes


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magnetic interference to computer equipment or electronic equipment operated
within the Lot Burdened.

7.5. For the purposes of the easement only, the definitions are as follows:

- (a) **authority benefited** means Integral Energy Australia and its successors (who may exercise its rights by any person authorised by it);
- (b) **easement site** means that part of the Lot Burdened that is affected by this easement;
- (c) **electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system, and ancillary equipment;
- (d) **install** includes construct, repair, replace, maintain, modify, use and remove;
- (e) **owner** means the registered proprietor of the Lot Burdened and its successors (including those claiming under or through the registered proprietor);
- (f) **services** includes overhead and underground gas, telephone, communications, water, sewage and drainage services; and
- (g) **structure** includes building, wall, retaining wall, carport, swimming pool, driveway, and fixed plant or equipment, but excludes garden furniture and garden ornament.

8. Terms of easement for letterboxes 0.26 wide limited in stratum (J) numbered 8 in the Plan

8.1. The Grantee may:

- (a) use the Lot Burdened and any part of the Lot Burdened to construct and maintain letterboxes on the following conditions:
 - (i) the Grantee must maintain and keep in a state of good and serviceable repair all letterboxes constructed by or on behalf of the Grantee on the Lot Burdened; and
 - (ii) the Grantee must promptly make good any damage to the Lot Burdened caused by the construction, maintenance or repair of any letterboxes;

General Manager/Authorised Person

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- (b) do anything reasonably necessary for that purpose, including:
- (i) taking anything on the Lot burdened; and
 - (ii) carrying out work, such as replacing, repairing or maintaining the letterboxes.

8.2. In exercising those powers, the Grantee must:

- (a) ensure that all work is done properly;
- (b) cause as little inconvenience as is practicable to the Grantor; and
- (c) make good any collateral damage.

8.3. The Grantee may only do a thing under this easement within the site of this easement.

8.4. The rights in and obligations on the Grantee in this easement extend to every Authorised Person.

9. Terms of easement for access 1.2 wide and variable width limited in stratum (K) numbered 9 in the Plan

9.1. The Grantee has the right to go, pass and repass over the Lot Burdened at all times on foot for all lawful purposes.

9.2. The Grantor may make rules about the use of the site of this easement.

9.3. In exercising the powers conferred by this easement, the Grantee must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (c) make good any collateral damage; and
- (d) comply with any rules made by the Grantor according to this easement.

9.4. The Grantee may only do a thing under this easement within the site of the easement.


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Registered Proprietor

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9.5. The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.

10. Terms of right of public access limited in stratum (L) numbered 10 in the Plan

10.1. Subject to the terms of this easement, the Grantee has the right to go, pass and repass over the Lot Burdened on foot for all lawful purposes.

10.2. The Grantor may make rules or conditions about the use of the site of the easement.

10.3. In exercising the powers conferred by this easement, the Grantee must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (c) make good any collateral damage; and
- (d) comply with any rules and conditions made by the Grantor when they exercise their rights or perform their obligations under this easement.

10.4. Notwithstanding anything to the contrary in this easement, the Grantee may not have access to that part of the easement site which is contained in the courtyard area at any time the courtyard area may be locked for security, safety or management reasons.

10.5. The Grantee may only do a thing under this easement within the site of the easement.

10.6. The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.

11. Definitions

“Authorised Person” means a person, body or authority authorised by the Grantee and without limitation, where applicable, includes the Grantee’s visitors, employees and contractors.

“Building Management Committee” means building management committee constituted under either a Strata Management Statement or a Building Management Statement.


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General Manager/Authorised Person

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Registered Proprietor

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"Building Management Statement" means a building management statement registered in accordance with the provisions of Division 3B of the Conveyancing Act.

"Conducting Medium" means any wire, cable, pipe, line, duct, chute, drain, water storage tank, cooling tower, kitchen or other exhaust flue or duct and other apparatus through or in which a Service passes or is stored or contained.

"Conveyancing Act" means the *Conveyancing Act 1919 (NSW)* as that may be amended from time to time and includes any regulations under that Act.

"Council" means Shellharbour City Council.

"Grantee" means the person, or if more than one, jointly the persons entitled to an estate or interest in possession of the Lot Benefited. The expression "Grantee" wherever used means and includes the Grantee and every Authorised Person.

"Grantee's Improvements" in connection with an easement in this Instrument means the improvements from time to time erected or contained or situated on the relevant easement site and include without limitation items, goods and furniture associated with or used by the Grantee in connection with the conduct of the Grantee's business or activities on the Lot Benefited by the relevant easement.

"Grantor" means the person, or if more than one, jointly the persons entitled to an estate or interest in possession of the Lot Burdened.

"Instrument" means this instrument.

"Land" means the land subdivided by the Plan.

"Lot" means a lot in the Plan.

"Lot Benefited" in connection with a restriction or easement the subject of this instrument, means the Lot Benefited by the relevant restriction or easement.

"Lot Burdened" in connection with a restriction or easement the subject of this Instrument, means the Lot Burdened by the relevant restriction or easement.

"Plan" means the plan to which this instrument relates.

"Service" includes water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, ventilation, exhaust, air, ducted air, conditioned air, garbage, telephone, telecommunications, television or radio impulses or signals service.


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"Shared Facility" means a shared facility under a Building Management Statement or a Strata Management Statement.

"Strata Freehold Act" means the *Strata Schemes (Freehold Development) Act 1973* as that Act may be amended from time to time and includes any regulations under that Act.

"Strata Management Statement" means a strata management statement registered in accordance with the provisions of Division 2B of the Strata Freehold Act.

12. Interpretation

- 12.1. The expression "Grantor" includes the Grantor, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment.
- 12.2. The expression "Grantee" includes the Grantee, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment.
- 12.3. The terms of each easement, covenant and restriction in this Instrument are covenants and agreements:
- (a) between each relevant Grantor and relevant Grantee;
 - (b) which annex to each relevant easement, covenant and restriction; and
 - (c) which pass with the burden and benefit of each relevant easement, covenant and restriction.
- 12.4. Each Grantor and Grantee:
- (a) is bound by, and must comply with, the terms of each relevant easement, covenant and restriction in this Instrument; and
 - (b) must use reasonable endeavours to ensure its Authorised Persons comply with the terms each relevant easement, covenant and restriction.
- 12.5. If:
- (a) matters relating to the maintenance, repair or replacement of any part of a Lot Burdened the subject of an easement, covenant or restriction in this Instrument are covered or regulated by a Strata Management Statement or a Building Management Statement,

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Registered Proprietor

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then:


- (a) the terms of that Strata Management Statement or Building Management Statement:
- (i) apply to that easement, covenant or restriction; and
 - (ii) bind the relevant Grantor and Grantee; and
- (b) to the extent of any inconsistency between the Strata Management Statement or Building Management Statement (as the case may be) and the terms of the relevant easement, covenant or restriction, then the terms of the Strata Management Statement or the Building Management Statement (as the case may be) prevail to the extent of the inconsistency.

- 12.6. If the terms of any easement allow the Grantor to make rules in connection with the easement site or the use of the easement site, and the easement site is a Shared Facility, then the rules of the Building Management Committee in connection with the easement site or the use of the easement site prevail to the extent of any inconsistency.

PARTY OR PARTIES ENTITLED TO VARY, MODIFY OR RELEASE THE EASEMENTS AND RESTRICTIONS CREATED BY THIS INSTRUMENT

Easement or restriction	Party entitled to vary, modify or release
Every easement and restriction other than those referred to below.	The person or persons entitled to an estate or interest in possession in the Lot Benefited.
Easement numbered 7.	Integral Energy
Easement numbered 10.	Shellharbour City Council


General Manager/Authorised Person


Registered Proprietor

14/6/05

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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EXECUTION

Dated:

**THE COMMON SEAL STELLAR
MARITZ of PTY LIMITED**
ACN 100 871 145 the affixing of which
was witnessed by:



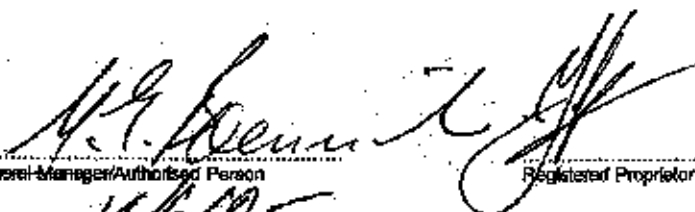
Signature of director

MICHAEL LEE
Name



Signature of director/secretary

DINO STREANONIS
Name



General Manager/Authorised Person
14/6/05

Registered Proprietor

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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EXECUTION CONTINUED

**THE COMMON SEAL PERMANENT
TRUSTEE AUSTRALIA LTED**
ACN 008 412 913 the affixing of which
was witnessed by:

PERMANENT TRUSTEE AUSTRALIA LIMITED A.C.N. 008 412 913
by its Attorneys who state that they have no notice
of revocation of the Power of Attorney dated 2nd June 1993,
whereby they execute this deed document or instrument.
Power of Attorney No. 2005 44072 No 446
Group A Attorney [Signature] Group B Attorney [Signature]
Signature [Signature]

Signature of director

Gedfrey Funnell JENNIE BEAVERS
Signature of director/secretary

Name

Name

**SIGNED on behalf of INTEGRAL
ENERGY AUSTRALIA by its Attorney
pursuant to Power of Attorney Book 4446
No 816 in the presence of:**

.....
Signature of Attorney

.....
Signature of witness

.....
Name of Attorney

.....
Name of witness

[Signature]
General Manager/Authorised Person

[Signature]
Registered Proprietor

14/6/05

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SIGNED SEALED AND DELIVERED
for and on behalf of SHELLHARBOUR
CITY COUNCIL by:

.....

.....

REGISTERED  8.09.2005

M. G. Bennett
.....
General Manager/Authorised Person Registered Proprietor
14/6/05

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Form: ISCH
Release: 2.0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales
Strata Schemes Management Act:
Real Property Act 1900



AM888147K

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 98B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE** For the common property
CP/SP74571

(B) LODGED BY	Document Collection 35D	Name, Address or DX, Telephone, and Customer Account Number if any MORRIS, HAYES & EDGAR	CODE
		LLPN: 123005 B DX 420 SYDNEY PH: 9232-2411 AS AGENTS FOR	CH
		Reference: 41388331 INTEGRITY	

- (C) The Owners-Strata Plan No. 74571 certify that a special resolution was passed on 29/8/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. Special By Law 3
 Amended by-law No. NOT APPLICABLE
 as fully set out below:
 See Annexure "A"

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 74571 was affixed on 7/10/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name: Debbie Kominkovski

Authority: STRATA MANAGER

Signature:

Name:

Authority:



DL

Approved Form 10

Certificate re Initial Period

The Owners Corporation certifies that in respect of the strata scheme Strata Plan 74571

*That the initial period has expired

*The original proprietor of all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate

The seal of the Owners – Strata Plan 74571 was affixed on 30/10/17 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature: 

Name: Debbie Kominkovski

Date: 30/10/17

Common Seal



"Annexure A"

Strata Schemes Management Act, 2015 (NSW)

**BY-LAWS RELATING TO BEHAVIOUR OF RESIDENTS AND USE OF COMMON PROPERTY OF
STRATA PLAN 74571 – 20-38 Addison Street Shellharbour**

By-Law 1. Noise

An owner or occupier of a lot must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

By-Law 2. Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the Owners Corporation.

By-Law 3. Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

By-Law 4. Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation: –

- a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property; or
- b) use for his or her own purposes as a garden any portion of the common property.

By-Law 5. Damage to common property

1. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the Owners Corporation
2. An approval given by the Owners Corporation under clause (1) cannot authorise any additions to the common property.
3. This By-Law does not prevent an owner or person authorised by an owner from installing –
 - a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or;
 - b) any screen or other device to prevent entry of animals or insects on the lot; or
 - c) any structure or device to prevent harm to children or
 - d) any device used to affix decorative items to the internal surfaces of walls in the owners lot.
4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
5. Despite Section 62, of the Act, the owner of a lot must
 - a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
 - b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred in clause (3) that forms part of the common property and that services the lot.

By-Law 6. Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

By-Law 7. Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

By-Law 8. Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

By-Law 9. Drying of laundry items

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable time.

By-Law 10. Cleaning windows and doors

1. Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

2. The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

By-Law 11. Storage of inflammable liquids and other substances and materials

1. An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

2. This By-Law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

By-Law 12. Changes to floor coverings and surfaces

1. An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor covering or floor services of the lot. If the change is likely to result in an increase of noise transmitted from that lot to another lot. The notice must specify the type of the proposed floor covering or surface.

2. This By-Law does not effect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

By-Law 13. Floor coverings

1. An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

2. This By-Law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

By-Law 14. Garbage disposal

1. An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material, or waste:

- a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the Owners Corporation, in clean and dry condition and (except in the case of receptacles for recycle material) adequately covered, and
- b) must ensure that before garbage, recyclable material or waste is placed in the receptacle, it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained; or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recyclable guidelines, and
- c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacle within an area designated for that purpose by the Owners Corporation and, at a time not more than twelve (12) hours before the time at which garbage, recyclable material or waste is normally collected; and
- d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a); and
- e) must not place anything in the receptacle of the owner or occupier of any other lot except with the permission of that lot or occupier, and
- f) must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

2. An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

- a) Must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained; or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recyclable guidelines, and
- b) must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

3. An owner or occupier of a lot must:

- a) Comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable materials and
- b) Notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

4. The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

By-Law 15. Keeping of animals

Option C

Subject to Section 49(4) of the act, an owner or occupier of a residential lot must not keep any animal on the lot or common property

By-Law 16. Appearance of the lot

1. The owner or occupier of a lot must not, without the prior written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building;
2. This By-Law does not apply to the hanging of any washing, towel, bedding, clothing or other articles as referred to in By-Law 10.

By-Law 17. Change in use of the lot to be notified

An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme. (For example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

By Law 18. Provision of amenities or services

1. The owner's corporation by special resolution determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - a) Window cleaning
 - b) Garbage disposal, garbage disposal and recycling services
 - c) Electricity, water or gas supply or
 - d) Telecommunications services (for example cable television)
2. If the owners corporation makes a resolutions referred to in clause 1 to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenities or service.

Note: Section 111 of the act provides that an owner's corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

By Law 19. Compliance with Planning and other requirements

The owner or occupier of a lot must ensure that the lot is not use for any purpose that is not prohibited by law. The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

Special By Law 1 - Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property comprising within the building, laundry, car parking garage area, water feature / pond area, Garden area, Lift, Stairwells or other area of possible danger or hazard to children. A child must be accompanied by an adult exercising effective control when on common property.

Special By Law 2 - Repairs & Maintenance:

Resolved That Pursuant to section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation agree that fixed assets used for the sole purpose of an individual apartment, specifically nominated as the air-conditioning unit, built in wardrobes and cupboards, dryer, hot water heater, internal light and bathroom exhaust fixings, dishwasher, individual garage door motors and garage door emergency key lock access, internal floor and wall tiles or floor coverings, excluding floor and wall tiles located in designated wet areas agreed as the laundry and bathroom/s, kitchen benches and cupboards, kitchen and laundry basins, range hoods, solar water unit, skylights at the point of entry into the apartment, stoves, cook tops, tap fittings and washing machines are the sole responsibility of the individual apartment owner to maintain and replace in accordance with the manufacturer's operating instructions.

It is accepted that damage to any component of internal waterproof membrane, to an apartment is the responsibility of the owner.

Special By Law 3 - Window Safety Devices and Common property

1. An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - 1.1 any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - 1.2 any screen or other device to prevent entry of animals or insects on the lot, or
 - 1.3 any structure or device to prevent harm to children in accordance with section 64A of the Strata Schemes Management Act 1996.
2. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
3. In accordance with section 64A of the Strata Schemes Management Act 1996 the owner must give written notification of the installation to the owners corporation within 7 days after the completion of the installation of the window safety device.

4. By-law 3 does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

5. The owner of a lot must:

5.1 maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-law 3 that forms part of the common property and that services the lot, and

5.2 repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in By-law 3 that forms part of the common property and that services the lot.

6. As the obligation under section 64A of the Strata Schemes Management Act 1996 is upon the owners corporation to ensure that there are complying window safety devices for all common property windows in the strata scheme, the owners corporation may choose to install such window safety devices and if such a device is damaged or removed by a person within the lot, then the owner of the lot shall be responsible for the repair and/or replacement of that window safety device.

Owners, occupiers and other persons are not to create nuisance:

- You must not use or enjoy your lot in such a way, which might cause a nuisance or hazard to another resident.
- You must not use or enjoy the common property in a way that may interfere unreasonably with another resident's use and enjoyment of common property or the resident's lot.

Owners, occupiers and other persons are not to interfere with the structure of the lot or services to the lot

- You must not interfere with any support or shaller provided by your lot for another lot or the common property.
- You must not interfere with the passage or provision of water, sewerage, drainage, gas or other similar services.
- You must give the Owners Corporation at least fourteen (14) days written notice before altering the structure of your lot.
- You must say in the notice what the alterations are going to be. The Owners Corporation can stop alteration to a lot if it interferes with the common property or any support to the rest of the building.

Lodger Details

Lodger Code 502458Y
Name PDC LAWYERS & TOWN PLANNERS
Address PO BOX 214
WOLLONGONG 2520
Lodger Box 1W
Email LORRI@PDCLAWYERS.COM.AU
Reference 21/2049 SP74571

Land Registry Document Identification

AS811782

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP74571	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP74571
Non-government statutory entity

Meeting Date

03/12/2022

Amended by-law No.

Details NOT APPLICABLE

Repealed by-law No.

Details NOT APPLICABLE

Added by-law No.

Details By Law 23

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP74571
Signer Name KRISTY MUTCH
Signer Organisation PLANNING DEVELOPMENT COMMERCIAL LAWYERS PTY LIMITED
Signer Role PRACTITIONER CERTIFIER
Execution Date 24/01/2023

Approved Form 10

Certificate re Initial Period

The Owners Corporation certifies that in respect of the strata scheme Strata Plan 74571

*That the initial period has expired

~~*The original proprietor of all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate~~

The seal of the Owners – Strata Plan 74571 was affixed on 24th January 2023 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature: Michelle Parker

Name: Michelle Parker

Date: 24th January 2023

Common Seal



^ Insert appropriate date
*Strike though if inapplicable

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MP

Strata Schemes Management Act, 2015 (NSW)
BY-LAWS RELATING TO BEHAVIOUR OF RESIDENTS AND USE OF COMMON PROPERTY OF STRATA
PLAN 74571 – 20-26 Addison Street Shellharbour

1 Vehicle

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owner's corporation or as permitted by a sign authorised by the owner's corporation.

2 Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owner's corporation:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent the entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owner's corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

4 Obstruction of common property

An owner or occupier of a lot must not obstruct the lawful use of the common property by any person except on a temporary and non-recurring basis.

5 Keeping of animals

Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owner's corporation.
 - (a) An owner or occupier can only keep up to 2 animals comprising of cats or dogs ie, up to 2 cats, or 2 dogs, or 1 of each
 - (b) The owners corporation to maintain a pet register recording all relevant information received upon receipt of an owner or occupier completing a mandatory 'Request to keep a pet registration form' (attached to By-Law) for each pet they wish to keep. The owners corporation must be kept up to date by the owner or occupier with any change in circumstances to pets registered for their lot.
- (2) The owner's corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property. It must give an owner or occupier written reasons for any refusal to grant approval.
- (3) In relation to a pet owned or in the care of an Owner or owned or in the care of an invitee of an Owner, the Owner must:
 - (a) clean up all excrement or refuse left upon Common Property by the pet;
 - (b) make good, or bear the cost of making good, damage to Common Property by the pet;
 - (c) ensure dogs are carried or on leash when on common property
 - (d) ensure the pet does not cause annoyance, disturbance or nuisance to other Owners;
 - (e) ensure the pet does not wander onto another Owner's Lot or onto Common Property;
 - (f) ensure the living quarters of the pet are maintained in a manner to prevent odors escaping from the lot; and
 - (g) ensure the pet's waste is treated and disposed of and, without limiting the generality of this by-law, ensure:
 - (h) all waste from the pet must be double bagged before placing in bins, and
 - (i) litter is not to be placed in toilets.

(A) If Owners Corporation, acting reasonably, forms the view

 - (i) a pet is or has become vicious or aggressive; or
 - (ii) there are repeated breaches of the by-laws,

the Owners Corporation may serve a notice on the owner of the lot requesting that the pet is permanently removed from the parcel.



(B) An Owner who has received a notice from the Owners Corporation under the by-law must comply with the requirements of the notice within 14 days of receiving it.

- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owner's corporation, provide evidence to the owner's corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

6 Noise

An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

7 Behavior of owners, occupiers, and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on the common property, or on a non-enclosed balcony, must be adequately and appropriately dressed, and not use language or behave in a manner likely to cause intimidation, embarrassment or offence to the owner, occupier, or visitor to another lot.
Owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on the common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier
- (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
- (b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

- (1) Any child for whom an owner or occupier of a lot is responsible for play on any area of the common property that is designated by the owners corporation for that purpose.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible for, unless accompanied by an adult exercising effective control, to be on or remain on common property that is a car parking area, or other areas of possible danger or a hazard to children.

9 Smoke penetration

Option A

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10 Preservation of fire safety

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

11 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owner's corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

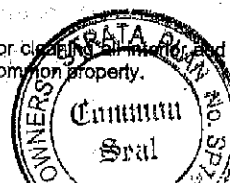
12 Appearance of Lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owner's corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or another article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning the exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

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- (2) The owner's corporation is responsible for regularly cleaning all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 Hanging out of the washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owner's corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law **washing** includes any clothing, towel, bedding or another article of a similar type.

15 Disposal of waste-shared bins (applicable where bins are shared by lots)

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owner's corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item or material that is not appropriate for such disposal e.g. no animal litter, no baby wipes or disposable nappies, no sanitary products
- (3) An owner or occupier must-
- comply with all reasonable directions given by the owner's corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owner's corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law the **bin** includes any receptacle for waste.
waste includes garbage and recyclable material.

16 Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owner's corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
- a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
 - a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

17 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

18 Provision of amenities or services

- (1) The owner's corporation by special resolution determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
- Window cleaning
 - Garbage disposal, garbage disposal and recycling services
 - Electricity, water or gas supply or
 - Telecommunications services (for example cable television)

If the owner's corporation makes a resolution referred to in clause 1 to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which or the conditions on which, it will provide the amenities or service.



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19 Changes to floor coverings and surfaces

- (1) An owner or occupier of a lot must notify the owner's corporation at least 21 days before changing any of the floor covering or floor services of the lot if the change is likely to result in an increase of noise transmitted from that lot to another lot. The notice must specify the type of the proposed floor covering or surface.
- (2) By-Law does not affect any requirement under any law to obtain consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.
- (3) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot. This By-Law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

20 Window Safety Devices and Common property

- (1) An owner or person authorised by an owner may install, without the consent of the owner's corporation:
- (2) The owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-law 2 that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in By-law 2 that forms part of the common property and that services the lot.
- (3) As the obligation under Strata Schemes Management Act 2015 is upon the owner's corporation to ensure that there are complying window safety devices for all common property windows in the strata scheme, the owner's corporation may choose to install such window safety devices. If such a device is damaged or removed by a person within the lot, then the owner of the lot shall be responsible for the repair and replacement of that window safety device.

21 Minor Renovation By-Law Renovations and Conditions of Approval

Renovations can be classified as either cosmetic, minor or major in nature. Cosmetic renovations include (but is not limited to) work such as

- (1) installing or replacing hooks, nails or screws for hanging paintings, or other things on walls,
- (2) installing or replacing handrails within your lot
- (3) interior painting
- (4) filling minor holes and cracks in internal walls, skirtings,
- (5) changing light fittings (not recessed)
- (6) changing window coverings,
- (7) changing internal doors (not the main entrance door).
Replaced doors must not be disposed of in the Owners Corporations garbage bins,
- (8) changing power points, light switches etc.
- (9) installing ceiling fans,
- (10) the changing configuration of built-in or walk-in wardrobes;

No approvals are required for cosmetic renovations; Relevant By-Laws apply, Minor renovations includes (but is not limited to) work such as:

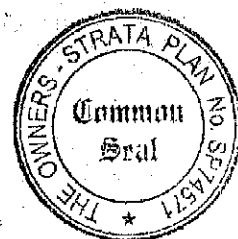
- (1) kitchen renovations,
- (2) minor bathroom renovations not involving waterproofing,
- (3) replacing floor carpets, timber or tile flooring,
- (4) renovating internal walls,
- (5) installing reverse cycle split system air conditioners,
- (6) installation of outdoor kitchens,
- (7) installation of fixed seating on the Lot balcony,
- (8) changing recessed light fittings,
- (9) painting of balcony tiles,
- (10) changing of any screens

The Owners Corporation, by this By-law, has delegated its responsibility to the Strata Committee to review and assess any application for minor renovations and additions; therefore, all the necessary details of the proposed work must be provided to the Committee to provide a basis for assessment and approval. Any Strata Committee approval will be conditional upon the Lot Owner accepting the Conditions of Approval listed below.

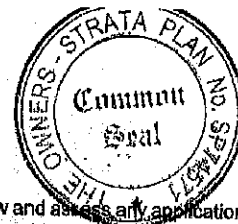
22 Major Renovation By-Law Renovations and Conditions of Approval

Major renovations include (but is not limited to) work such as:

- (1) structural changes,
- (2) any renovation involving waterproofing including bathrooms, laundries,
- (3) any changes that affect the outside appearance of the building, example balcony enclosures,
- (4) addition offences, awnings etc.,
- (5) changing of balcony tiles,
- (6) Enclosure of balconies



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- (7) any work for which consent or another approval is required under any other Act

The Owners Corporation, by this By-law, has delegated its responsibility to the Strata Committee to review and assess any application for major renovations and additions; therefore, all the necessary details of the proposed work must be provided to the Committee to provide a basis for assessment and approval.

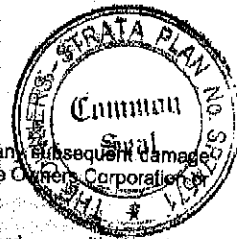
Any Strata Committee approval will be conditional upon the Lot Owner accepting the Conditions of Approval listed below and the applicant proposing a motion to be approved via special resolution at a General Meeting of the Owners Corporation.

Conditions of Approval

The Lot Owner must apply in writing to the Owners Corporation/ Strata Committee for approval of the proposed renovations before any building work has started, the application must provide details of the proposed work, including any relevant plans, where work involves waterproofing and sound transmission to an adjoining unit, e.g., changing flooring, appropriate details must also be provided in the application, as much detail as possible should be provided to provide a sound basis for assessment by the Owners Corporation/ Strata Committee, Failure to provide the necessary details may compromise assessment and hence delay the approval process.

- (1) The Lot Owner is responsible for determining whether any external approvals are required, e.g., from Shellharbour City Council, and must obtain any such approvals before work is started, the Strata Committee may also seek clarification as to whether external approvals are required for certain types of renovations, if approvals are necessary, then a copy of the approval is to be provided to the Owners Corporation,
- (2) The Lot Owner must ensure all work complies with the Building Code of Australia standards.
- (3) The Lot Owner must carry out all work in accordance with the plans and specifications approved by the Owners Corporation or Strata Committee and, where required, the approved plans and specifications of any statutory authority,
- (4) The Lot Owner must ensure tradespeople/ contractors doing the work are licensed and insured to carry out the work according to the provisions of the Home Building Act 1989(NSW)
- (5) The hours of work are to be restricted to between 7:00am – 5:00pm, Monday to Friday, if work is deemed necessary outside these times, then the Strata Committee must be notified in advance for approval and potential notification to other residents.
- (6) The Lot Owner is responsible for any damage caused to common property (e.g., lifts, corridors etc.) arising from any work or activity associated with the renovation. This also includes any subsequent damage to common property caused over time by the renovation, this is at the Lot Owners expense, if the Lot Owner fails to make good any damage to common property caused during the renovation or over time, then the Owners Corporation will manage the repairs, and any costs will be the liability of the Lot Owner, and recoverable as a charge against the lot.
- (7) The Lot Owner is to ensure the common property is left in a clean and tidy condition at the completion of each day's work. The Lot Owner will be responsible for the cost of any cleaning necessary due to the failure of the owner to comply with this condition.
- (8) The Owners Corporation garbage bins are not to be used for any waste material arising from any work associated with the proposed renovation,
- (9) Waste material from any renovation is not to be stored or left on common property without approval of the Strata Committee.
- (10) The Lot Owner must ensure every effort is made to prevent any dust from the renovation work entering adjoining Lots.
- (11) The Lot Owner must ensure that anyone doing any work associated with the renovation complies with all other relevant by-laws, an example being parking.
- (12) All works associated with the renovation will always remain the Lot Owners fixture and responsibility.
- (13) The Lot Owner must subsequently properly maintain the completed work in a good state of serviceable repair and, where necessary, replace or renew any part of the renovation. This is at the Lot Owners expense.
- (14) The Lot Owner and subsequent Lot owner(s) will be responsible for any future repairs arising from alterations to common property.
- (15) The Lot Owner is liable for and indemnifies and will keep indemnified the Owners Corporation against all proceedings, losses, claims, demands, costs and damages arising from or in connection with the renovation, this includes:
- (16) anything (including damage, loss, injury and death) caused or contributed to by a Lot Owner
- (17) cause;
- (18) anything is occurring on the lot, originating on the lot or coming from the lot as a result of the renovation carried out by the lot owner;
 - (a) any non-compliance by the Lot Owner with any laws or requirements;
 - (b) the negligent or careless use or misuse of any services by the Lot Owner or anyone working on the renovation;

page 7 of 9
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- (c) the overflow or leakage of water or any other liquid or gases into or from the property, including any subsequent damage except to the extent that any loss or claim is caused by the gross negligence or willful default of the Owners Corporation or any person lawfully claiming through them.
- (19) If the Lot Owner breaches any part of the conditions of approval or the renovation is not in accordance with the plans, specifications and requirements of approval authorities, the Owners Corporation may give the Lot Owner a notice to rectify the work or comply with the conditions. If the Lot Owner has failed to rectify that breach within a timely manner from the time of notice served by the Owners Corporation SP 74571 (maximum 30 days for significant breaches), then the Owners Corporation may enter upon any part of the parcel and may recover the costs of fulfilling and rectify such breach and recover as a debt from the lot Owner such costs of rectification. This includes costs incurred by the Owners Corporation, SP74571 in recovering such costs.

23 Special Privilege By-Law

PRE-AMBLE

This by-law is made pursuant to Parts 6 and 7 of the Act.

The purpose of this by-law is to confer on the Owner a special privilege to carry out the Works to their Lot and common property and exclusive use and enjoyment rights of the common property the subject of such works as set out in this by-law.

The rights conferred by this by-law shall ensure the Owner's benefit.

(A) DEFINITIONS

"Owner" means the Owner of Lot 61 in SP 74571

"Area of Exclusive Use" means that the respective Owner utilises part of the Common Property for the Owner's Building Works.

"Building Works" means the alterations and additions undertaken by the Owner to construct, install or perform any alterations, upgrades, removal or addition of common property and any further maintenance and repairs necessary to maintain the Building Works to a reasonable and satisfactory standard. And any other work prescribed by the Act or Regulations for this subsection.

The works include the enclosure or partial enclosure of the balcony of the lot.

Where any terms used in this by-law are defined in the Act, they will have the same meaning as those words are attributed under that Act.

(B) RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have:

- Consent of the Owners Corporation to the exclusive use of the Area of Exclusive Use.
- Special privilege in respect of the common property to use the Area of Exclusive Use; and
- Concerning their Lot, the exclusive use of those parts of the common property is occupied by the Area of exclusive Use.
- Consent to perform the Building Works,
- Special privilege in respect of the common property to perform, erect and keep the Building Works to and on the common property; and
- Concerning their Lot, the exclusive use of those parts of the common property occupied by the Building Works.

(C) CONDITIONS

- The Owner must repair any damage to any part of the common property caused by creating the Building Works and Area of Exclusive Use.
- Any repairs are to be conducted competently and properly.
- The Owner shall be responsible for properly maintaining and keeping in a state of good and serviceable repair the common property, which is the subject of this by-law and renewing or replacing the fixtures or fittings comprised in the Area of Exclusive Use, which is the subject of this by-law and the Owner shall be entitled to do all such things in and about the Area of Exclusive Use as are necessary to meet the Owner's obligations according to this condition.
- If the Owner is in breach of any condition of the by-law and fails to rectify that breach within thirty days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owner's rights hereunder shall terminate forthwith upon notice of termination being given by the Owners Corporation, irrespective of whether this by-law remains on the folio of the register for the common property.
- If the Owner is in breach of any condition of this by-law and fails to rectify that breach within thirty days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may rectify any such breach and may recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs. The costs of the rectification shall become due and payable by the Owner as and when the Owners Corporation pays them, and if not paid by the Owner at the end of one month after they become due and payable, they shall bear simple interest at the same annual rate as shall apply to contributions levied by the Owners Corporation from time to time.

For this by-law, rectifying a breach shall include the removal of all or any of the works and the restoration of the property after that removal. The decision to effect such removal must be made at the absolute discretion of the Owners Corporation.

(D) DOCUMENTATION

If required by the Owners Corporation, the Owner may be required to provide the following documents relating to the Building Works and Area of Exclusive Use:

- (a) plans and drawings prepared by a suitably qualified expert noting the Building Works and Area of Exclusive Use, as required; and
- (b) any other document reasonably required by the Owners Corporation.

(E) LIABILITY

The Owner will be liable for any damage caused to any part of the common property due to the Building Works and exclusive use of the Area of Exclusive Use, the common property and will make good that damage immediately after it has occurred.

(F) INDEMNITY

The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers because of the Building Works and exclusive use of the Area of Exclusive Use on the common property, including liability under the Act in respect of any property of the Owners.

(G) COSTS

All costs associated with the preparation, maintenance or enforcement of this by-law must be undertaken at the cost of the Owner.

(H) RIGHT TO REMEDY DEFAULT

If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the parcel to carry out that work; and
- (c) recover the costs of carrying out that work from the Owner.



Form: 15CH
Release: 2-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales

Leave this space clear. Affix additional pages to the top left-hand corner.

Strata Schemes Management Act 2015
Real Property Act 1900

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

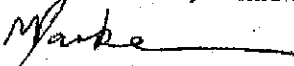
For the common property CP / SP 74571
--

(B) **LOGGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any PDC Lawyers PO Box 214 WOLLONGONG NSW 2520	CODE CH
Reference:		

- (C) The Owners-Strata Plan No. 74571 certify that a special resolution was passed on 3/12/2022
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. By Law 23
Amended by-law No. NOT APPLICABLE
as fully set out below:
See Annexure "A"

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 74571 was affixed on 24/1/2023 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: 
Name: MICHELLE PARKER
Authority: STRATA MANAGER

Signature:
Name:
Authority:



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1702



Revenue

Enquiry ID 4131889
Agent ID 81429403
Issue Date 05 Jun 2024
Correspondence ID 1786685014
Your reference NGUYEN & LE

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
S74571/40	Unit 40, 20-26 ADDISON ST SHELLHARBOUR 2529	NOT AVAILABLE	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2024 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au

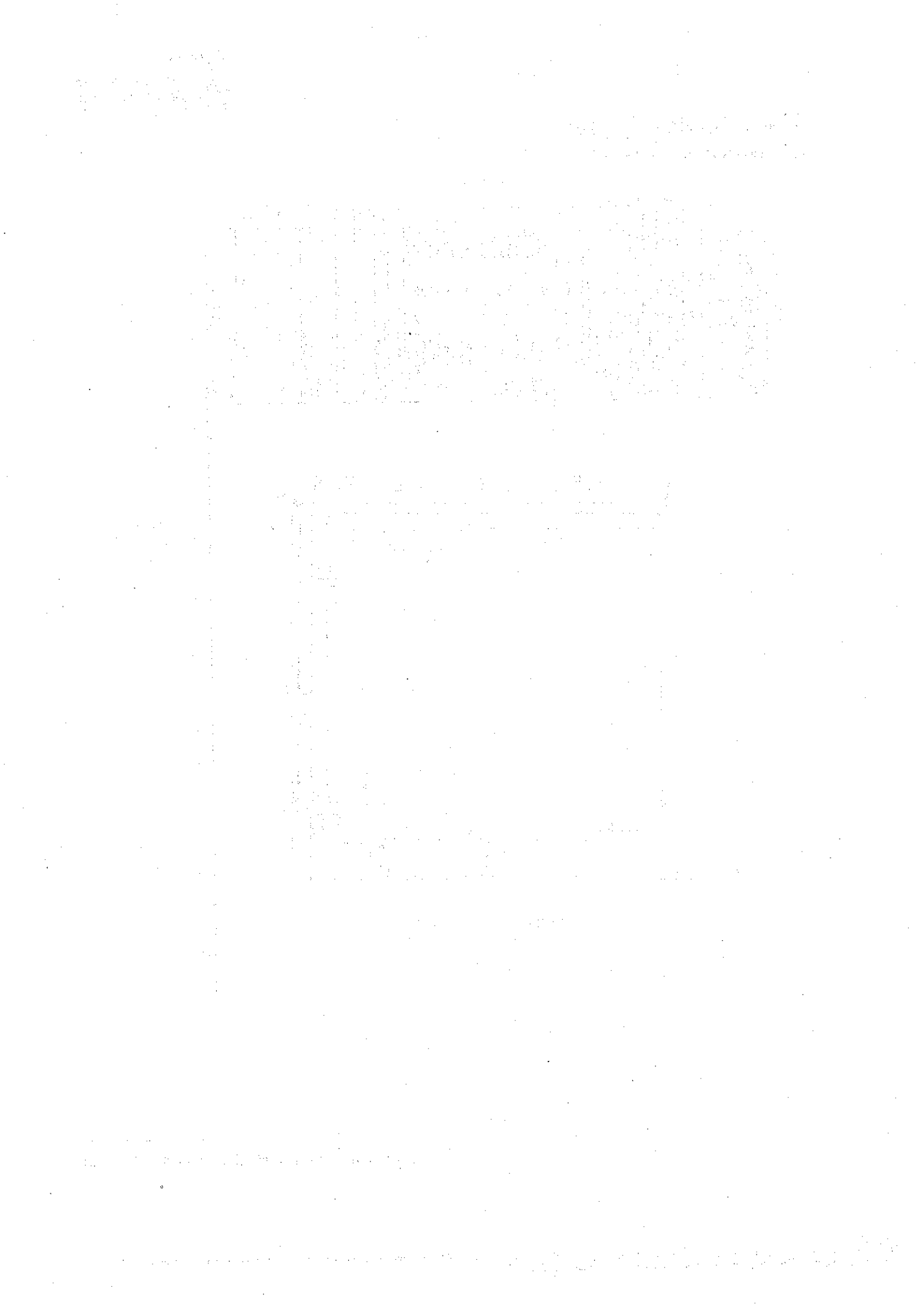


1300 139 316



Phone enquiries
8:30 am - 5:00 pm, Mon to Fri

Overseas customers call +61 2 7508 6906
Help in community languages is available



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			
		Water	
		WaterMain - Potable (with size type text)	
		Disconnected Main - Potable	
		Proposed Main - Potable	
		Water Main - Recycled	
		Special Supply Conditions - Potable	
		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Pressure Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Recycled Water Main	
Property Valve Boundary Assembly		Sewer Main	
Stop Valve		Symbols for Private Mains shown grey	
Reducer / Taper			
Flushing Point			
Vacuum Sewer			
Pressure Sewer Main			
Division Valve			
Vacuum Chamber			
Clean Out Point			
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

1957

The first part of the report deals with the general situation in the country. It is noted that the economy is showing signs of recovery, but that there are still many difficulties. The government is working to improve the situation and to bring about a more stable and prosperous future.

In the second part, the report discusses the progress of the various departments. It is noted that the Ministry of Education has made significant progress in improving the quality of education. The Ministry of Health has also made considerable progress in reducing the incidence of disease.

The third part of the report deals with the financial situation. It is noted that the government has managed to reduce its deficit and to bring about a more balanced budget. This is a significant achievement and a step towards financial stability.

Finally, the report concludes with a number of recommendations. It is suggested that the government should continue to work to improve the economy and to bring about a more stable and prosperous future. It is also suggested that the government should continue to work to improve the quality of education and to reduce the incidence of disease.

The report is a valuable document and provides a clear and concise summary of the current situation in the country. It is a must-read for anyone interested in the development of the country.

The report is well-written and easy to read. It provides a clear and concise summary of the current situation in the country. It is a must-read for anyone interested in the development of the country.

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

Applicant:

**TN Conveyancing & Associates
PO Box 6133
CANLEY VALE NSW 2166**

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

Applicants Reference:

Certificate No: PL1215/2024

Print Date: 05 June 2024

LAND DESCRIPTION:

40/20-26 Addison Street SHELLHARBOUR NSW 2529

Lot 40 SP 74571

Land ID: 27868

Disclaimer

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

Title Information

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

Inspection of the land

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

PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)

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

1. Name of Relevant Planning Instruments and DCPs

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

Local Environmental Plan

Shellharbour Local Environmental Plan 2013.

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

State Environmental Planning Policies

SEPP - (Exempt & Complying Development Codes) 2008.

SEPP (Housing) 2021.

SEPP (Biodiversity & Conservation) 2021.

SEPP (Industry & Employment) 2021.

SEPP (Planning Systems) 2021.

SEPP (Primary Production) 2021.

SEPP (Resilience & Hazards) 2021.

SEPP (Resources & Energy) 2021.

SEPP (Transport & Infrastructure) 2021.

SEPP (Resilience & Hazards) 2021 - Wholly. Chapter 2 of this SEPP applies to all of this land.

SEPP - (Precincts Regional) 2021.

SEPP - (Sustainable Buildings) 2022

Please see the NSW Department of Planning & Environment website www.planning.nsw.gov.au and the Legislation website www.legislation.nsw.gov.au for details on State Environmental Planning Policies.

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

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

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

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

Technical Policies

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

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

Planning Proposal – Local Environmental Plans

No exhibited Draft Local Environmental Plans.

Draft State Environmental Planning Policies

Changes to create Low & Mid Rise Housing

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

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

It also proposes changes to:

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

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

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

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

Improving Planning Processes to Deliver Infrastructure Faster (March 2024)

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

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

Please refer to the Department of Planning, Housing and Infrastructure website for more information:

<https://www.planningportal.nsw.gov.au/draftplans/exhibition/explanation-intended-effect-improving-planning-processes-deliver-infrastructure-faster>

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

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

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

Please refer to the DPHI website for more information:

<https://www.planningportal.nsw.gov.au/draftplans/exhibition/proposed-changes-complying-development-farm-buildings-rural-sheds-and-earthworks>

Exhibited Technical Policies

There are no Exhibited Technical Policies on this land.

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

No exhibited draft Development Control Plans apply to the land.

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

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

2. ZONING AND LAND USE UNDER RELEVANT LEPs

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

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

Shellharbour LEP 2013 - E1 Local Centre.

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

Shellharbour LEP 2013 - E1: Home businesses; Home occupations.

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

Shellharbour LEP 2013 - E1: Amusement centres; Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Home industries; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation facilities (indoor); Respite day care centres; Service stations; Shop top housing; Tank-based aquaculture; Veterinary hospitals; Water reticulation systems; Any other development not specified in item 2 or 4.

2.4 For what purposes is development prohibited within the zone?

Shellharbour LEP 2013 - E1: Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail

.....
outlets; Industrial training facilities; Industries; Moorings; Mortuaries; Open cut mining; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Restricted premises; Rural industries; Sewerage systems; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wholesale supplies.

2.5 Whether additional permitted uses apply to land?

Shellharbour LEP 2013 - No.

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

Shellharbour LEP 2013 - No.

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

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

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

Shellharbour LEP 2013 - No.

2.8 Is the land in a conservation area?

Shellharbour LEP 2013 - No.

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

Shellharbour LEP 2013 - No.

3. CONTRIBUTIONS

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

Shellharbour Local Infrastructure Contributions Plan 2019 (9th Review)
(Amendment 1).

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

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

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

Not applicable.

4. **COMPLYING DEVELOPMENT**

- 4.1 If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of those clauses.
- 4.2 If complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- 4.3 If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- 4.4 If the complying development codes are varied, under that Policy, clause 1.12, in the relation to the land.

Housing Code

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

Rural Housing Code

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

Agritourism and Farm Stay Accommodation Code

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

Low Rise Housing Diversity Code

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

Greenfield Housing Code

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

Housing Alterations Code

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

General Development Code

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

Industrial and Business Alterations Code

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

Industrial and Business Buildings Code

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

Container Recycling Facilities Code

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

Subdivisions Code

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

Demolition Code

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

Fire Safety Code

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

5 EXEMPT DEVELOPMENT

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

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

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

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

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

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

6.1 Is an affected building notice, of which council is aware, in force in respect of the land?

No.

6.2 Is there any building product rectification order, of which council is aware, in force in respect of the land that has not been fully complied with?

No.

6.3 Has any notice of intention to make a building product rectification order, of which council is aware, been given in respect of the land and is outstanding?

No.

6.4 In this clause, affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4 and building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

7. **LAND RESERVED FOR ACQUISITION**

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

Shellharbour LEP 2013 - No.

8. **ROAD WIDENING AND ROAD ALIGNMENT**

8.1 Is the land affected by any road widening or road realignment under:

(a) The Roads Act 1993, Part 3, Division 2?

No.

(b) Any environment planning instrument?

No.

(c) Any resolution of the Council?

No.

9 **FLOOD RELATED DEVELOPMENT CONTROLS**

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

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

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

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

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

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

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

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

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

10.1 Landslip

No.

.....
10.2 Bushfire

No.

10.3 Tidal Inundation

No.

10.4 Subsidence

No.

10.5 Acid Sulphate Soils

No.

10.6 Contamination

No.

10.7 Aircraft Noise

No.

10.8 Salinity

No.

10.9 Coastal Hazards

No.

10.10 Sea Level Rise

No.

10.11 Any Other Risk

No.

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

11. BUSH FIRE PRONE LAND

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

No.

.....
12. **LOOSE FILL ASBESTOS INSULATION**

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

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

13. **MINE SUBSIDENCE**

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

No.

14. **PAPER SUBDIVISION INFORMATION**

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

Not applicable.

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

Not applicable.

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

15. **PROPERTY VEGETATIONS PLAN**

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

No.

16. **BIODIVERSITY STEWARDSHIP SITES**

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

No.

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

17. BIODIVERSITY CERTIFIED LAND

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

No.

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

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

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

No.

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

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

Not applicable.

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

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

20. WESTERN SYDNEY AEROTROPOLIS

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

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

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

No.

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

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

No.

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

Not Applicable.

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

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

No.

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

No.

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

23. **WATER OR SEWERAGE SERVICES**

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

Note – A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the

.....
service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

No. This clause does not currently apply within Shellharbour Local Government Area.

NOTE: MATTERS PRESCRIBED BY SECTION 59(2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997 (CLM Act)

- (a) Is the land significantly contaminated land within the meaning of the *CLM Act* at the date of this certificate?

No.

- (b) Is the land subject to a management order within the meaning of the *CLM Act* at the date of this certificate?

No.

- (c) Is the land the subject of an approved voluntary management proposal within the meaning of the *CLM Act* at the date of this certificate?

No.

- (d) Is the land the subject of an ongoing maintenance order within the meaning of the *CLM Act* at the date of this certificate?

No.

- (e) Is the land the subject of a site audit statement within the meaning of the *CLM Act* (such a statement having been provided to Council at any time)?

No.

PART B: NOTATIONS

There are no Part B notations on this property.

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

Authorised by:
Mike Archer
Chief Executive Officer



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]*:

40/20-26 Addison Street, SHELLHARBOUR NSW 2529

The residential premises include:

Single Car Space

[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.

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 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 \$ 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 persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs: Telephone:
Plumbing repairs: Telephone:
Other repairs: Telephone:

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:

9v - Report to Agent

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:

9v - Report to Agent

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.]

rentals@coastsidefn.com.au

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.]

ISLHD-Property@health.nsw.gov.au

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.

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 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

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.

- 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.

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.

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

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.

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,

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.

- 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

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.

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.

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.

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.

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.

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.
the rent will increase to \$580 per week, payable in advance starting 14/2/23

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.

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.

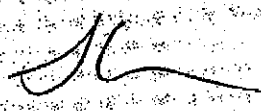
Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

SIGNED BY THE LANDLORD/AGENT

Name of landlord/agent

Stephanie Carpenter

Signature of landlord/agent



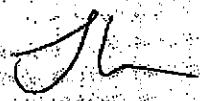
on the 16th day of Dec 2022

X

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



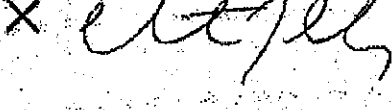
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SIGNED BY THE TENANT (1)

Name of tenant

Illawarra Shoalhaven Local Health District

Signature of tenant

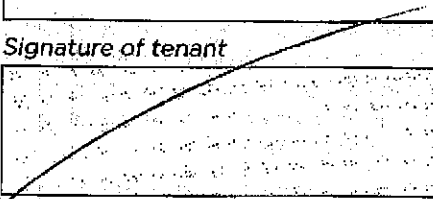


on the 16th day of Dec 2022

SIGNED BY THE TENANT (2)

Name of tenant

Signature of tenant

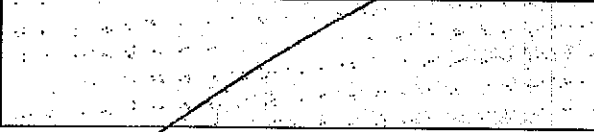


on the day of 20__

SIGNED BY THE TENANT (3)

Name of tenant

Signature of tenant

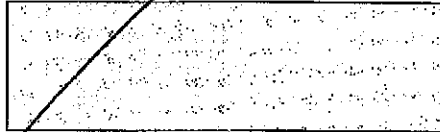


on the day of 20__

SIGNED BY THE TENANT (4)

Name of tenant

Signature of tenant



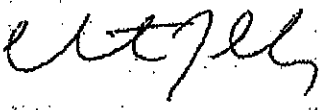
on the day of 20__

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

X 

on the 16th day of Dec 2022

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

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 served by a party 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 parties by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the participation rules; |
| <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 parties' <i>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 by a 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> | 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> <i>solicitor</i> 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 within work order</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> , in relation to a period, at any time before or during the period and 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 <i>Swimming Pools Act 1992</i> or clause 22 of the <i>Swimming Pools Regulation 2018</i>).

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

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense, but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1;
 - 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
 - amounts 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);
 - 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, 17 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.2 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 30.6 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.

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

<p>APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services</p>	<p>NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority</p>
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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 served 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 by a 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>	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> <i>solicitor</i> 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 <i>title</i> to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation within work order</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> , in relation to a period, at any time before or during the <i>period</i> and 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 <i>footpath</i> or road (but the term does not include a notice under s22E of the <i>Swimming Pools Act 1992</i> or clause 22 of the <i>Swimming Pools Regulation 2018</i>).

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 Approval 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* and the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *-serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *-serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* (service includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (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;
 - 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-commercial 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;
 - GSTRV 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);
 - 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 any 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, 14.2 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 11, 14.2 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 of 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 31.1 and 31.2.
- 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.