

# Contract for the sale and purchase of land 2019 edition

**TERM** **MEANING OF TERM** **NSW DAN:**  
 vendor's agent **NIRVANA PROPERTY SPECIALISTS 81 PRINCES HIGHWAY ULLADULA NSW 2539**  
**david@nirvanaproperty.com.au PH: 0447271950**

co-agent  
 Vendor **PETER MARK MCCAULEY**  
**271 LEMON TREE CREEK ROAD TERMEIL NSW 2539**

vendor's solicitor **MCPHERSON PARK LAWYERS 8 BEACH ROAD BATEMANS BAY NSW 2536**  
**PH: 02 44726377 EMAIL: conveyancing@mcplawyers.com.au**

date for completion **See Special Condition 33** **days after the contract date (clause 15)**  
 land (address, **Part 271 Lemon Tree Creek Road TERMEIL NSW 2539**  
 plan details and **Proposed Lot 31 in a Subdivision of Lot 22/DP 1238872**  
 title reference)

improvements ☐ VACANT POSSESSION ☐ subject to existing tenancies  
☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space  
☐ none ☒ other: VACANT LAND  
 attached copies documents in the List of Documents as marked or as numbered:  
 other documents:

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

inclusions ☐ blinds ☐ dishwasher ☐ light fittings ☐ stove  
☐ built-in wardrobes ☐ fixed floor coverings ☐ range hood ☐ pool equipment  
☐ clothes line ☐ insect screens ☐ solar panels ☐ TV antenna  
☐ curtains ☐ other:  
 exclusions  
 purchaser  
 purchaser's solicitor  
 price \$  
 deposit \$ **(10% of the price, unless otherwise stated)**  
 balance \$  
 contract date (if not stated, the date this contract was made)  
 buyer's agent

vendor

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

witness

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

### Choices

Vendor agrees to accept a **deposit-bond** (clause 3)

☒ NO

☐ yes

Nominated **Electronic Lodgment Network (ELN)** (clause 30)

**Electronic transaction** (clause 30)

☐ no

☒ YES

(if no, Vendor must provide further details, such as the proposed applicable waiver, in the space below, or service within 14 days of the contract date):

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

Land tax is adjustable

☒ NO

☐ yes

GST: Taxable supply

☒ NO

☐ yes in full

☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO

☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☒ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

☒ NO

☐ yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

### **GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable)

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
  - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
  - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

**Conditions of sale by auction pursuant to Property, Stock and Business Agents Regulation 2014 - Reg 15**

- (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.

**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:
 

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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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. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
  - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

### 5 Requisitions

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

### 6 Error or misdescription

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

## 7 Claims by purchaser

*Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
  - 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
  - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
  - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
  - 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
  - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
  - 10.1.4 any change in the *property* due to fair wear and tear before completion;
  - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
  - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *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.

#### 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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 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.
- 16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
  - 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; and
  - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 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 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) 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.

**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 s26 Community Land Management Act 1989;
  - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;



- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.
- 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 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
  - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
  - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
  - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
  - 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
  - 30.10.2 all certifications required by the *ECNL* are properly given; and
  - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
  - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
  - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
  - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
  - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                              |   |
|------------------------------|---|
| <i>adjustment figures</i>    | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>  | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>       | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>    | the rules made under s12E of the Real Property Act 1900;  |
| <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>ECNL</i>                  | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>        | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <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 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>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>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<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>mortgage details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<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> .

### 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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

### CONTRACT SUBJECT TO SUBDIVISION

33. (a) Completion of this contract shall be subject to and conditional upon:-
- (i) the Council for the Local Government Area of **Shoalhaven** ("the Council") and any other required body or person approving a plan of subdivision in the form of the copy plan annexed hereto marked "A" ("the Plan"); and
  - (ii) registration of the Plan as a deposited plan within **twelve (12)** months from the date hereof.
- (b) The vendor must take all reasonable steps to have the plan registered within the period referred to in paragraph (a).
- (c) The vendor will pay all expenses of registration of the Plan together with any costs in respect of its preparation and approval.
- (d) If plan has not been registered in accordance with this clause:-
- (i) the purchaser can rescind;
  - (ii) the vendor can rescind but only if the vendor has complied with clause 33(b).

### VARIATION OF LOT SIZES, NUMBERS ETC

34. (a) All measurements and lot numbers shown on the plan are expressly agreed to be provisional only and are subject to the final measurements and lot numbers to be shown on the final plan when registered by the Registrar General.
- (b) The vendor reserves the right to make, but shall not be obliged to make, such alterations to the plan as may be required to obtain approval thereof by the Council and registration by the Registrar General.
- (c) The purchaser shall not be entitled to make any objection requisition or claim for compensation because of any alterations in lot numbers or any minor variation or minor discrepancy between the dimensions and position of the property the subject of this contract as shown on the plan from those contained in the plan as finally registered.
- (d) For the purposes of this clause, "minor" shall mean equal to or less than 5%.
- (e) If any alteration or variation or discrepancy is other than "minor" the purchaser may rescind this contract by notice in writing to the vendor or his solicitor within twenty-one (21) days of being notified in writing of such alteration or variation or discrepancy. Clause 19 shall apply if the purchaser rescinds under this clause.
- (f) The purchaser waives any claim or right of rescission not made within the period in clause (e).
- (g) Time is essential in relation to the times in paragraphs (e) and (f).

### NON-REGISTRATION OF PLAN

35. If plan has not been registered within the time and in the manner set out above:-
- (a) the purchaser can rescind;
  - (b) the vendor can rescind but only if the vendor has complied with clause 33(b).

## COMPLETION

36. (a) "Completion date" for the purposes of clause 15.1 shall be either:-  
(i) the twenty First (21st) day after the date of sending by the vendor to the purchaser of a notice advising that the plan of subdivision has been registered; or  
(ii) the thirtieth (30th) day after the date of this contract;  
whichever is the later.
- (b) If a notice to complete is served by the vendor due to default by the purchaser, the purchaser agrees to pay on completion the costs of issuing such notice in the sum of \$200.00 (inclusive of GST). Payment of such amount on or before completion is an essential obligation of this contract.

## PERIOD OF NOTICE TO COMPLETE

37. The parties agree that fourteen (14) days shall be reasonable notice of the vendor's intention to rescind for the purpose of Section 56 of the Conveyancing Act and for the purpose of any notice to complete given by either party.

## EXCLUSION OF CERTAIN REQUISITIONS

38. No requisition objection or claim for compensation shall be made by the purchaser in respect of:-  
(a) any roads or reservations of roads traversing the subject property (if any) as shown on the plans of the land annexed hereto;  
(b) the existence or non-existence of any fencing on the boundary of the proposed lot or otherwise.

## PURCHASER TO ACCEPT EASEMENTS

39. (a) The purchaser accepts title to the land to which this contract relates subject to all easements, rights of carriageway, restrictions on user or other encumbrances (if any) whether burdening or benefiting the land which are referred to in the Plan or the existence of which has been disclosed elsewhere in this contract.
- (b) The purchaser acknowledges that the vendor will be registering an Instrument under section 88B of the Conveyancing Act with the Plan to create the easements referred to in clause (a) above in accordance with the copy instrument attached to this contract marked "B". The purchaser agrees not to raise any objection, requisition or claim for compensation in respect of :-  
(i) any minor variation in the terms and conditions of the section 88B instrument which is registered;  
(ii) any variation in the terms and conditions of the section 88B instrument which does not burden or benefit the land being purchased;  
(iii) any other variation in the terms and conditions of the section 88B instrument which is notified in writing to the purchaser before completion and in respect of which the purchaser does not raise a written objection within 14 days of receipt of such notification.

## DAMAGE TO IMPROVEMENTS

40. This contract shall not be affected by any loss or damage to the subject property or to any fencing or improvements thereon arising from fire storm tempest or flood or by any diminution in the value thereof from any cause whatsoever which may take place between the date of this contract and the date of completion.

## **COSTS OF CONNECTING SERVICES TO LAND**

41. (a) The vendor shall be responsible for the cost of reticulation of services to the subdivision in accordance with the terms of development consent of the Council for the Plan.
- (b) The purchaser shall be responsible for the cost of connection of any services (including but without limiting the generality of the foregoing, electricity, telephone, gas and sewerage) to any improvements erected or to be erected on the land the subject of this contract.

## **CAVEAT BY PURCHASER**

42. (a) The purchaser shall not lodge a caveat on the title of the land to be subdivided before registration of the Plan.
- (b) If a caveat is noted on the title of the property at completion lodged by or on behalf of:-
- (i) the purchaser;
  - (ii) any person claiming through or under the purchaser; or
  - (iii) any assignee of the purchaser's interest in the contract;
- the purchaser must:-
- (i) complete this contract notwithstanding the caveat; and
  - (ii) remove the caveat from all other titles affected at the purchaser's cost.
- (c) This clause is essential.

## **VENDOR NOT TO BE REQUIRED TO REGISTER DISCHARGES BEFORE COMPLETION**

43. The vendor may give the purchaser on completion registrable discharges of any encumbrances registered on the title of the Land and the vendor shall not be required to register any such discharge(s) prior to completion.

## **ADJUSTMENT OF RATES**

44. If a separate assessments of rates for the Land has not issued at the date of completion, then the adjustment under clause 14 shall be calculated such that the purchaser shall pay a proportion of the current year's rates in respect of the whole of the property of which the Land forms part being that proportion which is equal to the proportion of the area of the Land to the total area contained in the vendor's current assessment.

## **NO WARRANTIES BY VENDOR**

45. This contract comprises the entire agreement between the vendor and the purchaser for the sale of the property. The purchaser acknowledges that he was not induced to enter into this contract by, nor does he rely upon, any warranty undertaking or representation made or alleged to have been made by or on behalf of the vendor, other than those which are expressly set out in this contract or which may be prescribed by the Conveyancing Act, 1919.

## **STATE OF REPAIR OF PROPERTY**

46. The purchaser acknowledges and agrees that:-
- he has inspected the property prior to the date hereof;
  - the property is sold in its present state and condition subject to any infestation or dilapidation;
  - that he shall make no objection, requisition or claim for compensation in respect to the state of repair nor require the vendor to make any renovation or reparation thereto.



## **SELLING AGENT'S COMMISSION**

47. (a) The purchaser warrants that he has not been introduced to the vendor or the property by, nor has he consulted with, any other agent in relation to this purchase.
- (b) The purchaser agrees to indemnify the vendor in respect of:-  
any claim for commission for the sale of the property to the purchaser by any other agent; and  
any reasonable legal and other expenses incurred by the vendor in defending a claim for commission by any other agent;  
incurred by the vendor as a result of a breach of the warranty set out in paragraph(a).
- (c) The words "any other agent" where used in this clause shall mean any real estate agent except:-  
(i) the vendors agent nominated in this contract (if any); and  
(ii) any sole and/or exclusive agent with whom the vendor has entered into an agreement for the sale of the property which is still valid at the date of this contract.

This clause shall not merge on completion.

## **LIQUIDATED DAMAGES**

48. (a) If:-  
(i) this contract is not completed by the Completion Date specified in this contract; and  
(ii) the delay is not due to any default of the vendor;  
then the purchaser shall pay to the vendor liquidated damages being interest on the balance purchase money at the rate of 10% per annum from the Completion Date to and including the day on which completion is effected.
- (b) The amount in paragraph (a) is agreed to be a genuine pre-estimate of the vendor's loss as a result of the purchaser's default.
- (c) Payment or allowance of the amount of interest in accordance with this clause is an essential term of this contract. The amount must be paid or allowed on or before completion.

## **APPROVAL OF FINANCE TO PURCHASER**

49. (a) In consideration of the vendor entering into this agreement, the Purchaser warrants that he has not made known to the vendor that credit is required in order to complete this contract.
- (b) If the above sub-clause has been deleted, and if the purchaser requires credit to complete this contract then the Purchaser warrants that:-  
(i) the purchaser has obtained credit approval to complete the contract; and  
(ii) such approval in the opinion of the purchaser is on terms reasonable to the purchaser.
- (c) The purchaser acknowledges that the Vendor has entered into this contract having regard to the purchaser's warranties herein. In the event of any breach of the warranties contained herein the purchaser will be liable to the vendor for loss or damage suffered by the vendor as a result of such breach.

## **FENCING COVENANT**

50. (a) The vendor owns land adjoining the land being sold under this contract ("adjoining land").
- (b) Whilever the vendor owns any adjoining land no fence shall be erected on the property to divide it from any adjoining land without the consent of the vendor.
- (c) The vendor's consent under clause (b) shall not be withheld if the fence is erected without expense to the vendor.

This clause does not merge on completion

#### **CHRISTMAS CLOSURE PERIOD**

- 51.**
- (a) If the Completion date falls within the period commencing Wednesday 22 December 2021 and ending Monday 10 January 2022 ("the holiday period") the date for completion is agreed to be amended to Wednesday 12 January 2022 ("the resumption date").
  - (b) If paragraph (a) applies then the Completion date shall be deemed to be amended to the resumption date.
  - (c) If a party serves a notice during the holiday period then service of such notice is deemed to have been effected on the resumption date.
  - (d) If, prior to the commencement of the holiday period, a party serves a notice to complete which appoints a date for completion which falls in the holiday period then the date for completion prescribed by that notice is also deemed to be extended to the resumption date.
  - (e) If damages are payable by either party because of delay to completion no damages will be payable for any day during the holiday period.

#### **INCONSISTENCY BETWEEN CLAUSES**

- 52.** If there is any inconsistency between any clause in the printed form of this contract (comprising clauses 1 - 29 inclusive) and any special condition (comprising clauses 30 and thereafter) then the provisions of such special condition shall prevail to the extent of any inconsistency.

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

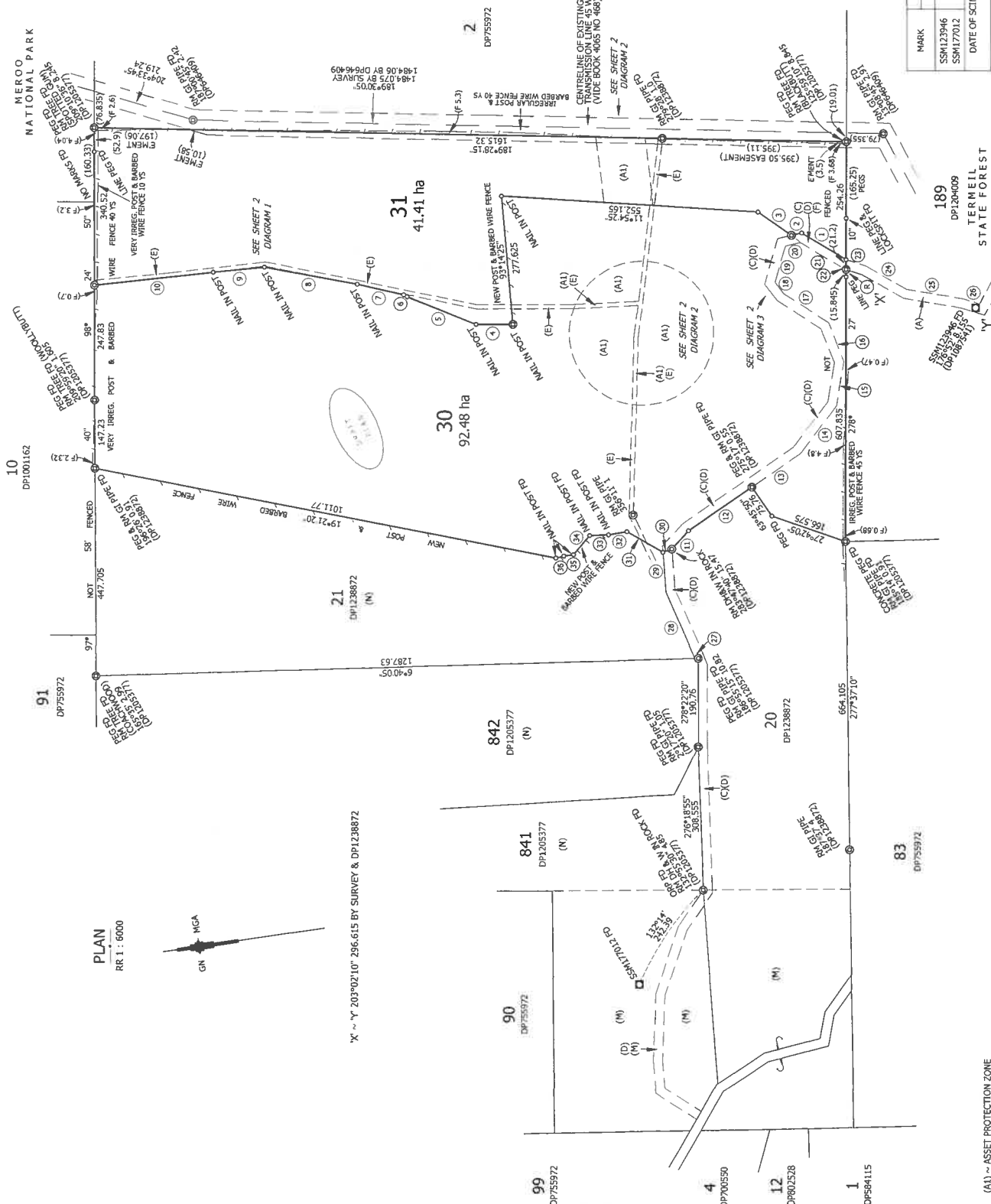
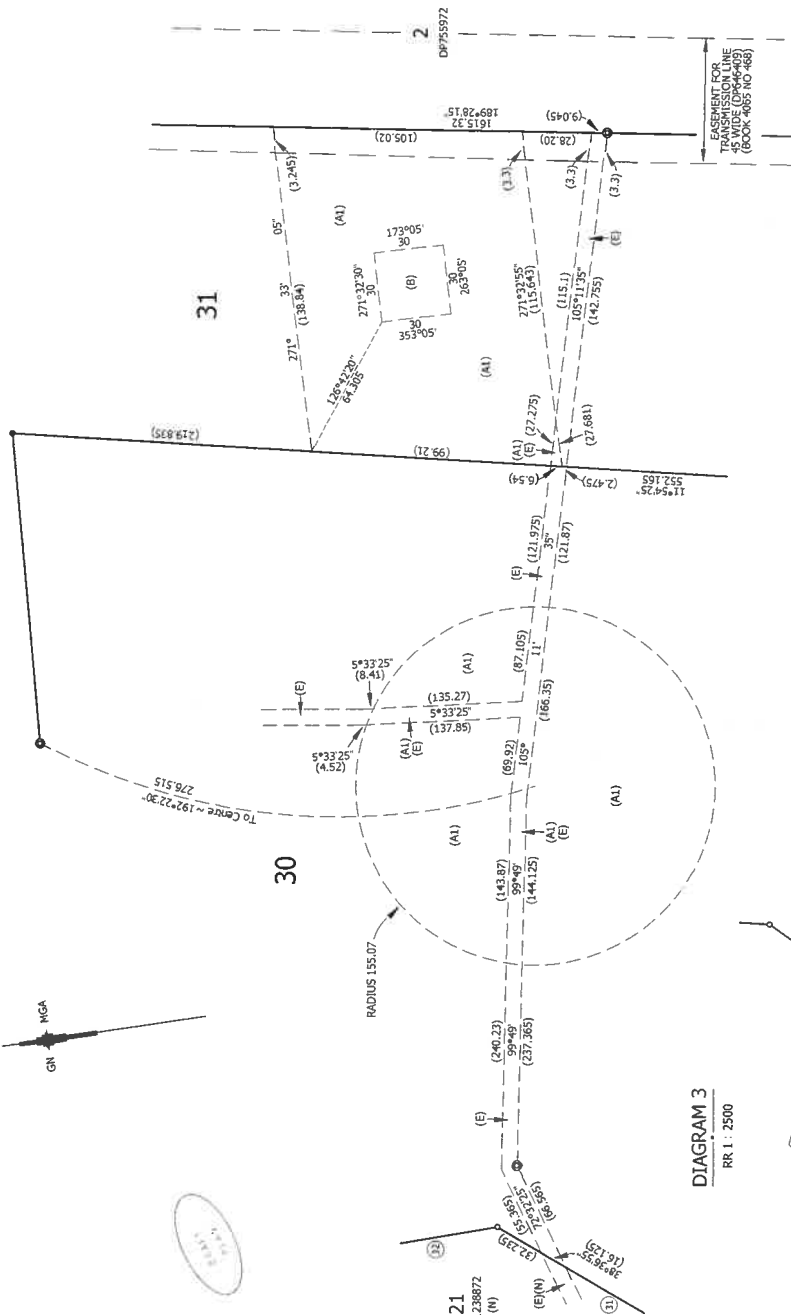


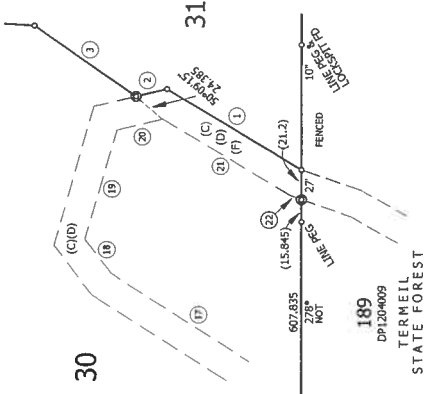
DIAGRAM 2  
NOT TO RR



No	Bearing	Distance
1	39°35'55"	111.14
2	35°02'55"	22.14
3	48°29'55"	97.74
4	30°16'25"	155.535
5	63°50'55"	3.525
6	21°17'45"	108.83
7	11°42'20"	11.015
8	2°45'20"	11.015
9	2°05'15"	256.945
10	41°21'	114.925
11	69°57'30"	30.79
12	17°30'25"	32.985
13	21°35'55"	105
14	20°45'20"	8.105
15	35°45'20"	32.895

(A) ~ EASEMENT FOR ASSET PROTECTION ZONE VARIABLE WIDTH  
(B) ~ RIGHT OF CARRIAGEWAY 20 WIDE OVER TRACK IN USE (DP1087541)  
(C) ~ BUILDING ENVELOPE  
(D) ~ RIGHT OF CARRIAGEWAY 20 WIDE (DP1238872)  
(E) ~ RIGHT OF CARRIAGEWAY 20 WIDE (DP1205377)  
(F) ~ EASEMENT FOR OVERHEAD POWERLINES 5 WIDE & VARIABLE WIDTH  
(G) ~ RIGHT OF CARRIAGEWAY 20 WIDE & VARIABLE WIDTH  
(N) ~ BENEFITED BY RIGHT OF CARRIAGEWAY 20 WIDE OVER TRACK IN USE (DP1087541)

DIAGRAM 3  
RR 1 : 2500



DP

Registered

L.G.A. SHOALHAVEN  
Locality TERMEIL  
Subdivision No.

PLAN OF SUBDIVISION OF LOT 22 DP1238872.

Surveyor GRAHAM A. BEASLEY  
Date of Survey 20/08/2021  
Surveyor's Reference U17691

PLAN FORM 6 (2020)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheets	
Office Use Only		Office Use Only			
Registered:		<div style="border: 1px solid black; padding: 10px; text-align: center; font-size: 2em; font-weight: bold;">DRAFT</div>			
Title System:					
<b>PLAN OF SUBDIVISION OF LOT 22 DP 1238872.</b>		LGA: SHOALHAVEN Locality: TERMEIL Parish: WOODBURN County: ST. VINCENT			
<p style="text-align: center;">Survey Certificate</p> <p>I, GRAHAM A. BEASLEY  of RYGATE &amp; WEST, ULLADULLA  a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 20/08/2021</p> <p><del>*(b) The part of the land shown in the plan (*being/*excluding ** .....</del>  <del>was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or</del></p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X'-'Y'  Type: *Urban/*Rural  The terrain is *Level Undulating / *Steep Mountainous.</p> <p>Signature: ..... Dated: 01/09/2021  Surveyor Identification No: 447  Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.  **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>		<p style="text-align: center;"><del>Crown Lands NSW/Western Lands Office Approval</del></p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....  Date: .....  File Number: .....  Office: .....</p>			
		<p style="text-align: center;">Subdivision Certificate</p> <p>I, .....  *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: .....  Accreditation number: .....  Consent Authority: SHOALHAVEN CITY COUNCIL  Date of endorsement: .....  Subdivision Certificate number: .....  File number: .....</p> <p>*Strike through if inapplicable.</p>			
Plans used in the preparation of survey/compilation. DP584115      DP646409 DP700550      DP755972 DP802528      DP1001162 DP1087541      DP1204009 DP1205377      DP1238872		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.			
Surveyor's Reference: U17691		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

Office Use Only

.Office Use Only

Registered:

PLAN OF SUBDIVISION OF  
LOT 22 DP 1238872.**DRAFT**

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

THE STREET NUMBERS OF ALL LOTS ARE NOT KNOWN.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE ~

1. RIGHT OF CARRIAGEWAY 20 WIDE & VARIABLE WIDTH (F)
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND
4. EASEMENT FOR ASSET PROTECTION ZONE VARIABLE WIDTH (A1)
5. RESTRICTION ON THE USE OF LAND

AS SET OUT IN THE ACCOMPANYING INSTRUMENT SIGNED BY COUNCIL'S AUTHORIZED PERSON.

SIGNED by PETER MARK MCCAULEY

who is personally known to me:

)  
)  
).....  
PETER MARK MCCAULEY.....  
Signature of Witness.....  
Name of Witness.....  
Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: U17691

" B "

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS/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.**

(Lengths are in metres)

Sheet 1 of 5 Sheets

**Plan of**

Subdivision of Lot 22  
DP 1238872 covered by  
Council's Certificate No

**Full Name and Address of  
the Proprietors of the land.**

PETER MARK MCCAULEY  
271 Lemon Tree Creek  
Road, TERMEIL 2539 in the  
State of New South Wales.

**PART 1 (CREATION)**

Number of Item shown in the intention panel on the plan.	Identity of Easement or Restriction to be created and referred to in the plan.	Burdened Lot:	Benefited Lot or Authority:
1	Right of Carriageway 20 wide & variable (F)	30	31
2	Restriction on the use of land.	31	Every Other Lot
3	Restriction on the use of land	Each Lot	Shoalhaven City Council
4	Easement for Asset Protection Zone variable width (A1)	Each Lot	Shoalhaven City Council
5	Restriction on the use of land	Each Lot	Shoalhaven City Council

Approved by Shoalhaven City Council

\_\_\_\_\_date

Plan of

Subdivision of Lot 22  
DP 1238872 covered by  
Council's Certificate No

**PART 2 (TERMS)**

**TERMS OF RIGHT OF CARRIAGEWAY 20 WIDE NUMBERED 1 TO IN THE PLAN...**

1. The owner of the lot benefited may:
  - (a) by any reasonable means pass across each lot burdened, but only within the site of this easement, to get to or from the lot benefited, and
  - (b) do anything reasonably necessary for that purpose, including:
    - Entering the lot burdened, and
    - Taking anything on to the lot burdened, and
    - Carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.
2. In exercising those powers, the owner of the lot benefited must:
  - (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as it practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.
3. The maintenance of the trafficable road within the Right of Carriageway shall be shared by all benefited and burdened lots with the cost of the maintenance proportional to the length of the driveway used to gain access to each lot. The trafficable surface shall be maintained in good trafficable condition for the life of the development.

**TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 2 IN THE PLAN...**

No fence shall be erected on the land hereby burdened to divide it from any adjoining land still owned by Peter Mark McCauley or his successors or assigns other than purchasers on sale without the consent of Peter Mark McCauley or his successors or assigns. Such consent shall not be withheld if the fence is erected without expense to Peter Mark McCauley or his successors or assigns other than purchasers on sale and such consent shall be deemed to have been given for any fence for the time being erected.

Approved by Shoalhaven City Council

\_\_\_\_\_ date



(Lengths are in metres)

Sheet 3 of 5 Sheets

**Plan of**

Subdivision of Lot 22  
DP 1238872 covered by  
Council's Certificate No

**TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 3 IN THE PLAN...**

1. No dwelling shall be erected on the Lot 31 hereby burdened unless it is located in the area denoted (B) on the plan.
2. No development shall occur on the lots burdened unless all access routes are maintained to meet the standards required in Section 4.1.3(2) in "Planning for Bushfire Protection 2006" including the provision of a 4 metre pavement with minimum vertical clearance of 4 metres to any overhanging obstruction, including tree branches.
3. No planting of vegetation shall include species listed on the Weeds Australia NSW weeds list ([www.weeds.org.au](http://www.weeds.org.au)) including those listed on <http://www.shoalhaven.nsw.gov.au/environment/weedmanagement/weekslisturban.aspx>
4. The authority empowered to release vary or modify the terms of this restriction is Shoalhaven City Council.

**TERMS OF EASEMENT FOR ASSET PROTECTION ZONE VARIABLE WIDTH NUMBERED 4 IN THE PLAN...**

The area denoted (A1) on the lots burdened in the plan must be managed as an inner protection area (IPA) as outlined in Section 4.1.3 and Appendix 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.

**TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 5 IN THE PLAN...**

The registered proprietor of the lot burdened shall provide a 20,000 litre water supply for the existing dwelling in accordance with 'Planning for Bushfire Protection 2006', and the following:

- Aboveground tanks shall be constructed of non-combustible materials.
- A 65mm metal storz fitting and ball or gate valve shall be installed in any tank.
- The gate or ball valve, pipes and tank penetration shall be adequate for full 50mm inner diameter water flow through the Storz fitting and shall be metal rather than plastic.
- A standard Static Water Supply (SWS) marker shall be obtained from that District NSW Rural Fire Service as part of the Static Water Supply Program once the tank water supply has been installed. The marker once issued is to be:
  - (a) fixed in a suitable location so as to be highly visible;
  - (b) positioned adjacent to the most appropriate access for static water supply;
  - (c) fixed facing the roadway on a gatepost, fence or dedicated post, at the right hand side of the entranceway to the Static Water Supply;
  - (d) fixed no less than 600mm from the ground surface to the base of the sign and not higher than 1200mm from the ground surface to the base of the sign; and
  - (e) fixed with suitable screws or nails.

Approved by Shoalhaven City Council

\_\_\_\_\_ date

(Lengths are in metres)

Sheet 4 of 5 Sheets

**Plan of**

Subdivision of Lot 22  
DP 1238872 covered by  
Council's Certificate No

SIGNED by PETER MARK MCCAULEY

)

)

who is personally known to me:

)

.....  
PETER MARK MCCAULEY

.....  
Signature of Witness

.....  
Name of Witness

.....  
Address of Witness

Approved by Shoalhaven City Council

\_\_\_\_\_ date

(Lengths are in metres)

Sheet 5 of 5 Sheets

**Plan of**

Subdivision of Lot 22  
DP 1238872 covered by  
Council's Certificate No

Signed on behalf of **The Council of the City of Shoalhaven ABN 598 823 44** by its  
Authorised Delegate pursuant to s.377 Local Government Act 1993:

.....  
Signature of Delegate

.....  
Name of Delegate

I certify that I am an eligible Witness and that the delegate signed in my presence:

.....  
Signature of Witness

.....  
Name of Witness

.....  
Address of Witness

Approved by Shoalhaven City Council

\_\_\_\_\_ date

## RURAL LAND REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

---

**Note:** If the answer to any of these questions is 'yes', please supply full details and a copy of all relevant documentation.

1. **Capacity**

Is the vendor under any legal incapacity?

(Such as:

- minority
- an order or declaration under the Protected Estates Act 1983 or the Inebriates Act 1912
- bankruptcy or entering a part X arrangement under the Bankruptcy Act 1966
- if the vendor is a company, any notice, an application or order received by the vendor or made at Court for its winding up, or for the appointment of a receiver, an administrator or a controller).

2. **Notices and orders**

(a) Is the vendor aware of any notice or order or requirement of any authority or any adjoining owner affecting the property?

(Such as:

- notices from the Rural Lands Protection Board about noxious animals or insects
- notices from a county council about noxious weeds
- notices requiring bushfire fire breaks).

(b) Has any work been done by any authority which might give rise to a notice, order or liability? (Such as road works done by local council).

(c) Has the vendor received any verbal notices from any local council, Rural Lands Protection Board or government authority concerning any proposed action that could affect the property in any way?

Please provide particulars

3. **Agricultural tenancies, etc**

(a) Vacant possession of the property must be given on completion unless the Contract provides otherwise.

(b) Are there any agreements or arrangements which would create a 'tenancy' within the meaning of the definition of 'tenancy' as contained in Section 4 of the *Agricultural Tenancies Act 1990*? (such as farming, grazing, share farming or agistment agreements).

If yes:

- (i) The nature of the tenancy;
- (ii) The date of termination of the tenancy;
- (iii) Particulars of any written agreement; (please supply a copy)
- (iv) Particulars of any oral agreement

(c) If there is an agreement or arrangement as mentioned in sub clause (b) has the tenant carried out any improvements on the property, with or without the vendor's consent, for which the tenant is entitled to compensation from the vendor?

(d) Has the vendor carried out any improvement on the property for which the tenant is liable to compensate the vendor?

(e) Are there any unresolved disputes between the owner and a tenant pursuant to an agreement which creates an interest in the land?

(f) Are there any fixtures on the property to which the tenant may have right to access or removal?

(g) Are there any details/documents that record the condition of the property at the commencement of the tenancy? If yes, please provide copies.

4. **Buildings**

(a) Are there any structures on the property that have not been approved by the local council or which are used for a purpose that has not been so approved?

- (b) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act* and their regulations been complied with?
- (c) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
- (d) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
  - (i) please identify the building work carried out;
  - (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance under the *Home Building Act 1989*.
- (f) Does any building on the property comprise a kit home?
  - (i) If any building on the property comprises a kit home, have the provisions of Section 93 of the *Home Building Act* been complied with? A copy of the relevant insurance certificate should be provided.
- (g) Has there been any complaint or insurance claim made, or any circumstance known to the vendor which may warrant a complaint or insurance claim due to the non-completion, defective work or otherwise from a breach of the statutory warranties under the *Home Building Act* related to residential building work carried out on the property? If so, full details should be provided.

5. **Swimming pools**

If there is a swimming pool:

- (a) has the pool been approved by the local council?
- (b) does it comply with all the requirements of the *Swimming Pools Act 1992*?
- (c) has a fence been erected around the swimming pool?

6. **Rates**

- (a) What government, local government or statutory authorities levy rates on the property? (*Such as shire council, Rural Lands Protection Board or a Catchment Management Trust*).
- (b) Has the property been declared 'farmland' for rating purposes under the *Local Government Act 1993*?
- (c) Are there any deferred rates attaching to the property? Please provide particulars.

7. **Boundary fences**

- (a) Are there any give and take fences on the property?
- (b) Are there any boundaries along watercourses and, if so, how are they fenced?
- (c) Are there any notices from neighbours about the erection or repair of any boundary fence?
- (d) Is there any agreement written or oral with any neighbour about the erection or repair of a boundary fence?

8. **Soil conservation**

- (a)
  - (i) Are there any agreements about soil conservation affecting the property?
  - (ii) Please provide copies of any licences or agreements.
  - (iii) Are there any monies outstanding under any licence or agreement?
- (b) Is the land or any part of it within an area of erosion hazard under the *Soil Conservation Act 1938*?
- (c) Is there any charge affecting the land under section 22(5) the *Soil Conservation Act 1938*?
- (d) Are there any circumstances known to the vendor that could give rise to soil conservation liabilities in the future?

9. **Timber**

- (a)
  - (i) Are there any agreements with any authority or anyone else about the felling or removal of timber from the property?
  - (ii) Please provide copies of any licences or agreements.
  - (iii) Are there any monies outstanding under any licence or agreement?
- (b) Is the vendor aware of any of the following being granted to or held by the vendor or any other person under the *Forestry Act 1916* in respect of the property:
  - (i) timber lease or licence;
  - (ii) products licence;
  - (iii) clearing licence;

- (iv) profit-a-prendre; or
- (v) any other lease, licence, permit, right or interest?
- (c) Is any part of the property in a Catchment Protection Area?

10. **Water**

- (a) Is the vendor entitled to have water supplied to the property by any authority?
- (b) Is any water available to the property:
  - (i) from any well, bore or any dam that is not wholly on the property; or
  - (ii) under any private water agreement?
- (c) (i) Is the land in a water sharing plan area under the *Water Management Act 2000*?
- (ii) Has the vendor any water rights or any licence, permit or authority under the *Water Management Act 2000*, or the benefit of any applications for those things that have not been dealt with?
- (d) Is the vendor liable to any authority or to any other person to pay for water or for water rights?
- (e) (i) Have any dams or other earthworks been constructed on any water course on the property?
- (ii) If so, was any permission for the construction sought or given by any relevant authority?
- (f) Are there any bore trusts that affect the property?
- (g) Is there a dam on the property with a capacity in excess of 7 megalitres or which is used for irrigation or which is used for watering a commercial crop or an intensive livestock industry, and if so, has the dam been registered with the Department of Infrastructure Planning and Natural Resources and a licence issued for the dam? (Requirement which commenced 1 January 1999). If so, please provide a copy of the licence.

11. **Electricity**

- (a) Which electricity authority supplies electricity to the property?
- (b) Is there any money owing to that authority for capital works?

12. **Access, roads and enclosure permits**

- (a) Is access to the property at any point over any land other than a main or public road? (Such as a *right of way or access over Rural Land Protection Board property*).
- (b) Are there any rights of way or other easements over the property?
- (c) Is the vendor aware of any proposal or any application or pending applications to close or to purchase any road adjacent to the property?
- (d) Is the vendor aware of any proposed realignment of any road adjacent to the property?
- (e) Is there any main road, public road or Crown road through the property at any point?
- (f) Is there any enclosure permit that attaches to the property?

13. **Rural workers accommodation**

- (a) Is there any building situated on the land for the accommodation of rural workers?
- (b) If so:
  - (i) has the *Rural Workers Accommodation Act 1969* been complied with;
  - (ii) has a certificate of compliance been issued under Section 9 of that Act; and
  - (iii) is there an exemption from compliance under Section 12 of that Act?
- (c) Is the vendor aware of any notice, prosecution or proceeding under that Act that has been instituted or threatened against the vendor or any previous owner of the property?

14. **Stock diseases**

- (a) Are there any quarantine or other notices or orders or undertakings relating to stock on the property including stock on agistment or stock not owned by the vendor? (Such as *notices or orders made about anthrax, lice, brucellosis or footrot, Ovine Johnes Disease (OJD) or Bovine Johnes Disease (BJD)*).
- (b) Is the property or adjoining lands suspect or under surveillance (including property separated by a road or laneway) infected, suspect or under surveillance by the National OJD Control and Evaluation Programme?
- (c) Is the property in a protected zone?

15. **Pollution**

- (a) Are there any sheep or other stock dips, whether used or disused, on the property?

- (b) Are there any outstanding notices or orders under the *Environmentally Hazardous Chemicals Act 1985*?
  - (c) Has the vendor or any tenant, share farmer or previous owner used any chemicals on the property that could give rise to any problems with chemical residues under the *Stock (Chemical Residues) Act 1975*?
  - (d) Has any Investigation Order been made under Section 17(1) or a Remediation Order been made under Section 23(1) of the *Contaminated Land Management Act 1997* (commenced on 1 September 1998)?
  - (e) Is there, or has there ever been, any underground fuel tank on the property? If so, please supply full information about where it is, or was, situated, and if it is still in use or not, and if not, has it been emptied of fuel and filled with water. Also, has there been any above ground fuel tank which may have leaked, causing soil pollution?
16. **Effluent Disposal Systems**
- (a) Is there a septic sewage disposal system on the property? If so, please supply evidence of registration of it with the local council.
  - (b) If there is no septic sewage disposal system and there is a house on the property, please supply details of the effluent disposal system used and evidence of registration with the local council.
17. **Resumptions**
- Is the vendor aware of any resumption, proposed resumption or proposed purchase of the property by any public authority? (*Such as National Parks and Wildlife Act*).
18. **Fixtures**
- Are there any fixtures or inclusions in the sale that are not owned by the vendor free of any encumbrances?
19. **Agreements or disagreements affecting the property**
- (a) Is the vendor aware of any agreements with anyone else affecting the property? (*Such as sharefarming, timber getting, trail-bike riding*).
  - (b) Are there any legal proceedings pending or not concluded that involve the property in any way?
20. **Crown land**
- (a) Are there any amounts owing to the Crown for rent or for balance of purchase moneys? If so, please supply full details.
  - (b) Is there any application or pending application to the Crown for conversion or purchase from the Crown? If so, please advise the status of the application or pending application.
21. **Pipelines**
- Is the vendor aware of any licence, permit or easement for any pipeline over the property, either under the *Pipelines Act 1967* or otherwise?
22. **National Parks and Wildlife**
- (a) Is there any interim protection order in force over any part of the property under Section 91B of the *National Parks and Wildlife Act 1974*?
  - (b) Is there a conservation agreement affecting the property, or any part of it, under Section 69B of the *National Parks and Wildlife Act 1974*?
23. **Native Vegetation**
- (a) Is the land subject to a Native Vegetation Agreement?
  - (b) Has the vendor carried out, or caused to be carried out, on the property any clearing of native vegetation as defined in the *Native Vegetation Conservation Act 1997 (the Act)*?
  - (c) If so:
    - (i) was clearing carried out pursuant to a development consent or a Regional Vegetation Management Plan approved under the Act?
    - (ii) was clearing carried out in accordance with the terms and conditions of that consent or plan?
    - (iii) has clearing allowed by the consent or the plan been completed?
  - (d) Has the vendor, or any previous owner, ever made any application to clear native vegetation under the Act or under State Environmental Planning Policy (S.E.P.P.) 46 in force from 10 August 1995? If so, what was the result of that application?

- (e) Has the Director General of the Department of Land and Water Conservation made any 'stop work' order under Section 46 or given directions for remedial work under Section 47?
- (f) Has the vendor, or any previous owner, ever been prosecuted for clearing native vegetation illegally?
- (g) Is there a Regional Vegetation Management Plan in force?

24. **Threatened Species**

- (a) Is the vendor aware of any endangered or vulnerable species or endangered populations or endangered ecological communities as defined in the *Threatened Species Conservation Act 1995* on the property?
- (b) In reference to the *Threatened Species Conservation Act 1995* are there, or has there ever been, that the vendor knows of, any of the following relating to the property:
  - (i) critical habitat declared under Section 47 and notified on the Register kept by the Director General of the National Parks and Wildlife Service under Section 55?
  - (ii) any recovery plan published under Section 67?
  - (iii) any draft threat abatement plan published under Section 84?
  - (iv) any licence to harm or pick threatened species population or ecological communities or damage habitat, granted under Section 91?
  - (v) any species impact statement prepared either for the purposes of the *Threatened Species Conservation Act* in accordance with Section 110 or for the purposes of the *Environmental Planning and Assessment Act 1979*?
  - (vi) any stop work order made by the Director General under Section 114 or any interim protection order made under Part 6A of the *National Parks and Wildlife Act 1974*?
- (c) If the answer is Yes to any of these, please supply full details.

25. **Native Title**

- (a) Is the vendor aware of any Native Title claim lodged and/or sustained under either the *Commonwealth* or *New South Wales Native Title Acts*?
- (b) If so, has the vendor filed an interest to be involved in the determination of such claim under either the Commonwealth or NSW legislation?
- (c) If the land is a lease from the Crown, has the use purpose of the lease been altered since 1 January 1994 or is it in the process of being altered? If so, please provide a copy of the undertaking from the Crown not to seek from the lessee any reimbursement of compensation payable by the Crown to the Native Title holders.

26. **Aboriginal Sites**

- (a) Has the vendor or any predecessor in title entered into a voluntary or compulsory Conservation agreement concerning Aboriginal sites or relics? If so, please provide a copy of that agreement/s.
- (b) Is the vendor aware of any aboriginal places or relics on any part of the property?

27. **Environment**

Has the vendor undertaken any activity that constitutes a 'controlled action' under the *Environment Protection and Biodiversity Conservation Act*?

28. **Documents to be handed over on settlement**

- (a) If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- (b) Please list any documents to be handed over on settlement in addition to the title deed, transfer and discharge of any mortgage.

**BHM LAWYERS**

Solicitors for the Purchaser

per:





LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 22/1238872

SEARCH DATE	TIME	EDITION NO	DATE
20/10/2021	11:53 AM	1	6/2/2018

LAND

LOT 22 IN DEPOSITED PLAN 1238872  
AT TERMEIL  
LOCAL GOVERNMENT AREA SHOALHAVEN  
PARISH OF WOODBURN COUNTY OF ST VINCENT  
TITLE DIAGRAM DP1238872

FIRST SCHEDULE

PETER MARK MCCAULEY

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 QUALIFIED TITLE. CAUTION PURSUANT TO SECTION 28J(1) AND 28J(1A) OF THE REAL PROPERTY ACT, 1900. ENTERED 28 . 5 . 1996 BK 4134 NO 26.
- 3 BK 4065 NO 468 EASEMENT FOR TRANSMISSION LINE 45 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1087541 RIGHT OF CARRIAGEWAY 20 METRE(S) WIDE OVER TRACK IN USE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1205377 RIGHT OF CARRIAGEWAY 20 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1205377 RIGHT OF CARRIAGEWAY 20 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1205377 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 8 DP1205377 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 9 DP1238872 RIGHT OF CARRIAGEWAY 20 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1238872 RIGHT OF CARRIAGEWAY 20 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 DP1238872 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 12 DP1238872 EASEMENT FOR OVERHEAD POWER LINE(S) 9 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

224428

PRINTED ON 20/10/2021

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 22/1238872

PAGE 2

NOTATIONS

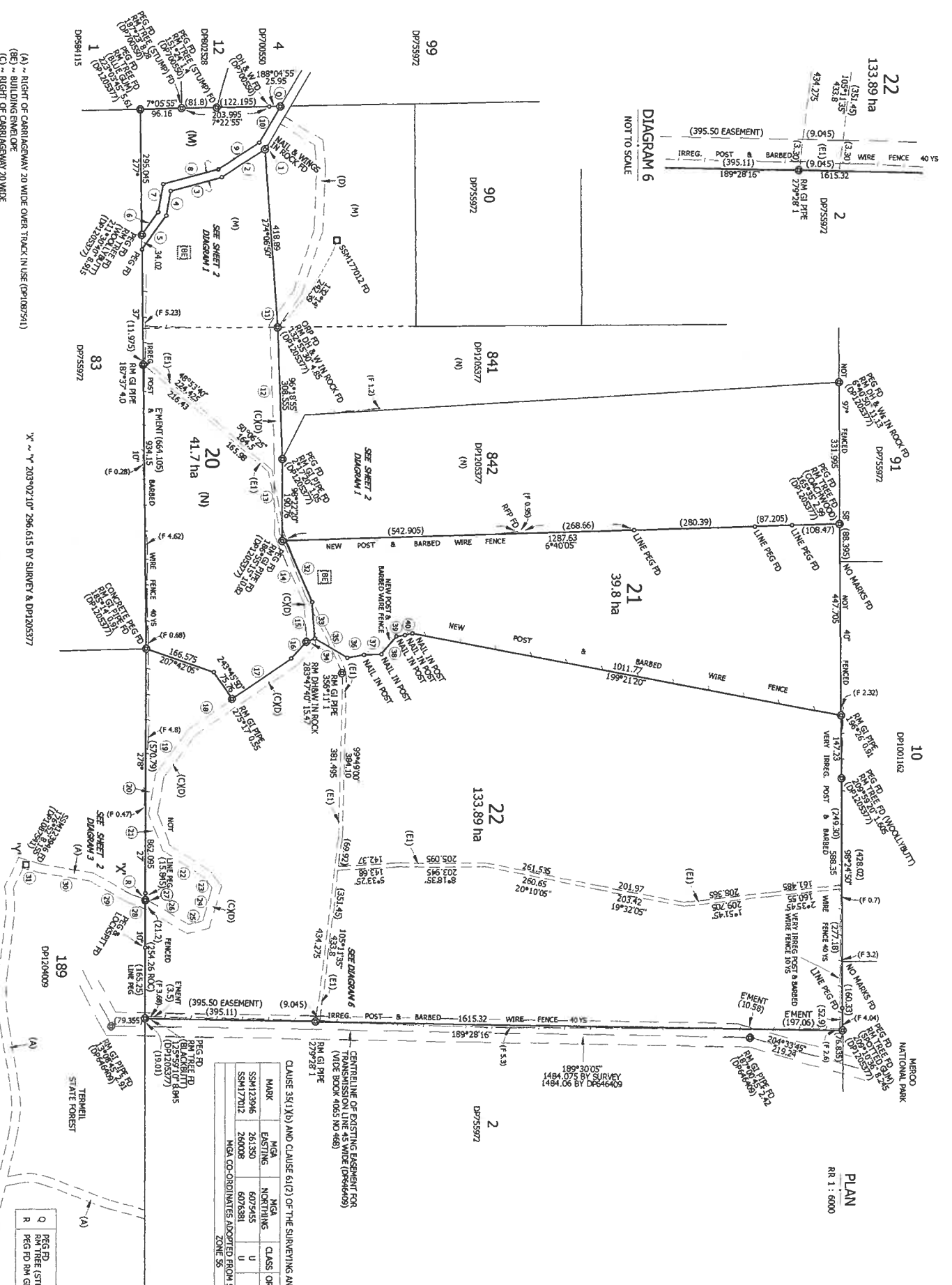
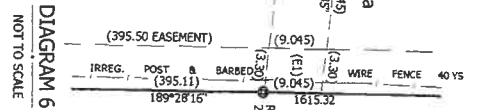
UNREGISTERED DEALINGS: PE DP1278656.

\*\*\* END OF SEARCH \*\*\*

224428

PRINTED ON 20/10/2021

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



SHORT LINES

No	BEARING	DISTANCE
1	334°44'25"	3.125
2	334°44'25"	118.13
3	334°44'25"	123.42
4	334°44'25"	123.42
5	313°42'10"	97.305
6	108°45'45"	66.97
7	108°45'45"	66.97
8	173°34'40"	132.85
9	150°47'25"	119.48
10	138°47'25"	119.48
11	132°40'35"	31.655
12	98°18'55"	31.4765
13	98°22'20"	176.69
14	75°04'45"	178.855
15	140°04'10"	89.88
16	140°04'10"	89.88
17	153°45'50"	165.78
18	153°45'50"	124.22
19	134°54'	130
20	107°27'20"	96.11
21	107°27'20"	96.11
22	41°21'	114.925
23	60°57'40"	30.79
24	114°27'15"	81.175
25	117°02'55"	32.985
26	217°02'55"	100.52
27	217°02'55"	100.52
28	217°02'55"	100.52
29	217°02'55"	100.52
30	197°48'	122.98
31	106°06'20"	37.72
32	233°45'10"	153.88
33	233°45'10"	153.88
34	168°59'10"	20.7
35	178°36'55"	88.44
36	178°36'55"	39.895
37	185°58'05"	40.285
38	180°03'05"	20.945
39	180°03'05"	20.945
40	174°10'05"	17.085

CLAUSE 35(1)(b) AND CLAUSE 41(2) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012

MARK	EXISTING	MGA	NORTHING	CLASS	ORDER	METHOD	ORIGIN	ACTY.
SSM12396	26130	6079455	U	U	U	FROM SCIMS	SCIMS	+/- 1
SSM17702	26008	6076381	U	U	U	FROM SCIMS	SCIMS	+/- 1

MGA CO-ORDINATES ADOPTED FROM SCIMS AS AT MAY 2017

ZONE 55

- (A) ~ RIGHT OF CARRIAGEWAY 20 WIDE OVER TRACK IN USE (DP1087541)
- (B) ~ BUILDING ENVELOPE
- (C) ~ RIGHT OF CARRIAGEWAY 20 WIDE
- (D) ~ RIGHT OF CARRIAGEWAY 20 WIDE (DP1205377)
- (M) ~ LAND EXCLUDES MINERALS - SEE CROWN GRANT
- (N) ~ BENEFITED BY RIGHT OF CARRIAGEWAY 20 WIDE OVER TRACK IN USE (DP1087541)
- (E1) ~ EASEMENT FOR OVERHEAD POWERLINES 9 WIDE & VARIABLE WIDTH

X ~ Y 203°02'20" 296.615 BY SURVEY & DP1205377

Y ~ X 203°02'20" 296.615 BY SURVEY & DP1205377

Q REG RD RM TREE (STUMP) RD 25°26'20" 6.635 (DP700550)  
R REG RD RM GI PIPE RD 342°11' 1.9 (DP1087541)

REFERENCE MARKS

DP1238872

6.2.2018

Registered

Locality: TERRELL

Subdivision No: 171/077

Lens: 1: 6000

Reduction Ratio: 1: 6000

Surveyor's Reference: U16328

Surveyor: GRAHAM A BEASLEY

Date of Survey: 23.05.17

PLAN OF SUBDIVISION OF LOT 843 DP1205377

Surveyor's Reference: U16328

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Date of Survey: 23.05.17

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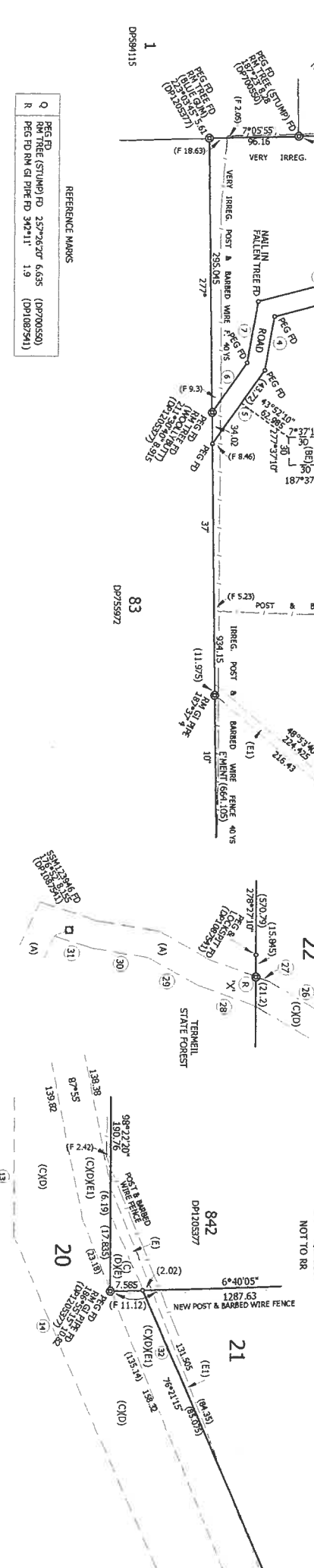
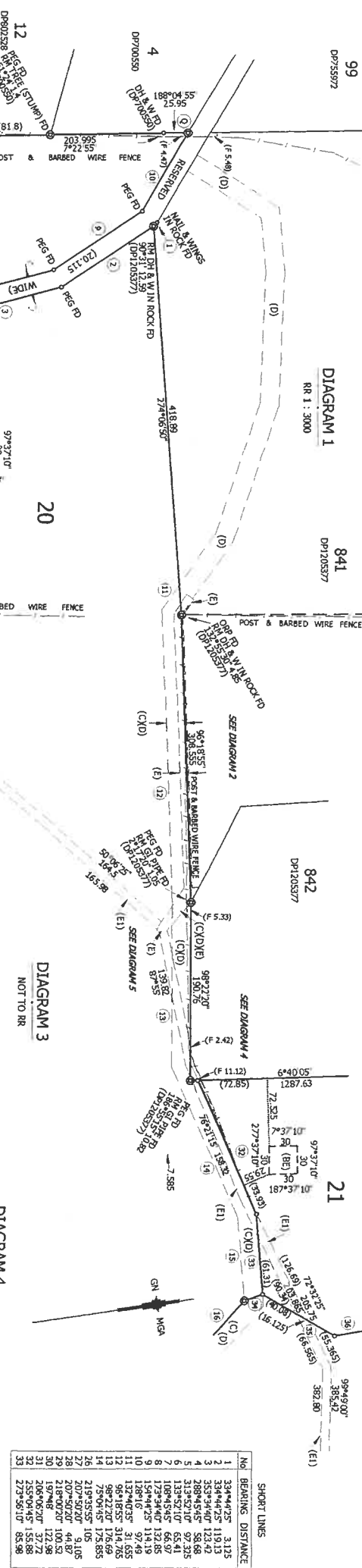
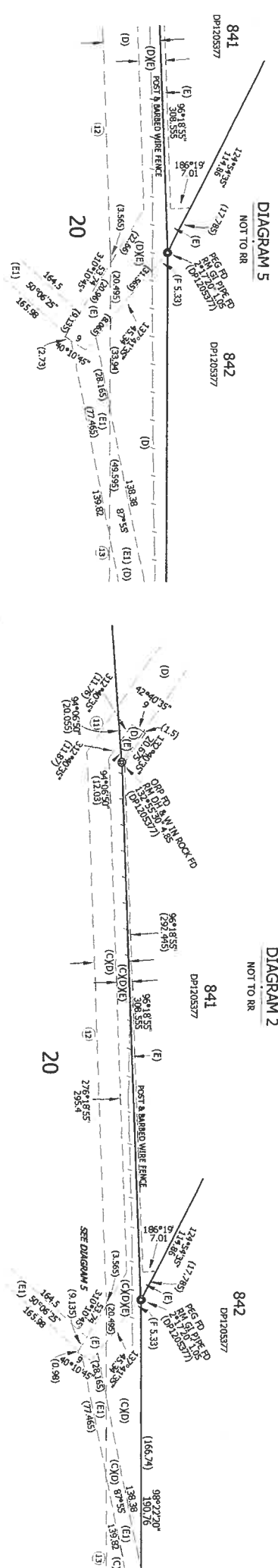
Date of Survey: 23.05.17

PLAN OF SUBDIVISION OF LOT 843 DP1205377

Surveyor's Reference: U16328

Surveyor: GRAHAM A BEASLEY

Date of Survey: 23.05.17



SHORT LINES	
No	BEARING DISTANCE
1	334°44'55" 3.125
2	334°44'55" 11.125
3	334°44'55" 11.125
4	334°44'55" 11.125
5	334°44'55" 11.125
6	334°44'55" 11.125
7	334°44'55" 11.125
8	334°44'55" 11.125
9	334°44'55" 11.125
10	334°44'55" 11.125
11	334°44'55" 11.125
12	334°44'55" 11.125
13	334°44'55" 11.125
14	334°44'55" 11.125
15	334°44'55" 11.125
16	334°44'55" 11.125
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26	334°44'55" 11.125
27	334°44'55" 11.125
28	334°44'55" 11.125
29	334°44'55" 11.125
30	334°44'55" 11.125
31	334°44'55" 11.125
32	334°44'55" 11.125
33	334°44'55" 11.125

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Q REG. FD. 25'x60" 6.655 (DP700530)  
R REG. FD. 34'x11" 1.9 (DP1087341)

REFERENCE MARKS

(A) ~ RIGHT OF CARRIAGEWAY 20 WIDE OVER TRACK IN USE (DP1087341)  
(B) ~ BUILDING ENVELOPE  
(C) ~ RIGHT OF CARRIAGEWAY 20 WIDE (DP1205377)  
(D) ~ RIGHT OF CARRIAGEWAY 20 WIDE (DP1205377)  
(E) ~ EASEMENT FOR OVERHEAD POWERLINES 9 WIDE & VARIABLE WIDTH (DP1205377)  
(F) ~ EASEMENT FOR OVERHEAD POWERLINES 9 WIDE & VARIABLE WIDTH

Surveyor: GRAHAM A. BEASLEY  
Date of Survey: 23.05.17  
Surveyor's Reference: U16328

PLAN OF SUBDIVISION OF LOT 843 DP-1205377

L.G.A.: SHOALHAVEN  
Locality: TERMEIL  
Subdivision No.: 17/1077  
Lengths are in metres.  
Reduction Ratio: 1:3000

Registered  
6.2.2018

DP1238872


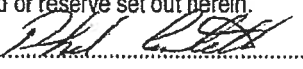

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheets

<p>Registered:  6.2.2018 Office Use Only</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p><b>DP1238872</b></p>
<p><b>PLAN OF SUBDIVISION OF LOT 843</b></p> <p><b>DP 1205377</b></p>	<p>LGA: SHOALHAVEN</p> <p>Locality: TERMEIL</p> <p>Parish: WOODBURN</p> <p>County: ST VINCENT</p>
<p><del>Crown Lands NSW/Western Lands Office Approval</del></p> <p>I, <del>..... (Authorised Officer) in</del>  <del>approving this plan certify that all necessary approvals in regard to the</del>  <del>allocation of the land shown herein have been given.</del></p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	<p><b>Survey Certificate</b></p> <p>I, GRAHAM A BEASLEY .....        of RYGATE &amp; WEST, ULLADULLA .....        a surveyor registered under the <i>Surveying and Spatial Information Act</i>  <i>2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the  <i>Surveying and Spatial Information Regulation 2012</i>, is accurate        and the survey was completed on 23.05.2017</p> <p>*(b) The part of the land shown in the plan (*being/*excluding*) .....  <del>was surveyed in accordance with the Surveying and Spatial</del>  <del>Information Regulation 2012, is accurate and the survey was</del>  <del>completed on, ..... the part not surveyed was compiled</del>  <del>in accordance with that Regulation.</del></p> <p>*(c) The land shown in this plan was compiled in accordance with the  <i>Surveying and Spatial Information Regulation 2012</i>.</p>
<p><b>Subdivision Certificate</b></p> <p>I, <u>PHIL COSTELLO</u> .....        *Authorised Person/*General Manager/*Accredited Certifier, certify that        the provisions of s.109J of the <i>Environmental Planning and</i>  <i>Assessment Act 1979</i> have been satisfied in relation to the proposed        subdivision, new road or reserve set out herein.</p> <p>Signature:  .....</p> <p>Accreditation number: .....</p> <p>Consent Authority: SHOALHAVEN CITY COUNCIL .....</p> <p>Date of endorsement: <u>11 DECEMBER 2017</u> .....</p> <p>Subdivision Certificate number: <u>SC 17/1077</u> .....</p> <p>File number: <u>SF 10486</u> .....</p> <p>*Strike through if inapplicable.</p>	<p>Signature:  ..... Dated: 23.05.2017</p> <p>Surveyor ID: 447 .....</p> <p>Datum Line: 'A' - 'B' .....</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous-</p> <p>*Strike through if inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that        is not the subject of the survey.</p>
<p>Statements of intention to dedicate public roads, public reserves and        drainage reserves.</p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP 998623</p> <p>DP 755972</p> <p>DP 73046</p> <p>DP 1205377</p> <p>If space is insufficient continue on PLAN FORM 6A</p>
<p>Signatures, Seals and Section 88B Statements should appear on        PLAN FORM 6A</p>	<p>Surveyor's Reference: U16328</p>

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheets

Registered:



6.2.2018

Office Use Only

Office Use Only

DP1238872

PLAN OF SUBDIVISION OF LOT 843

DP 1205377

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC17/1077

Date of Endorsement: 11 DECEMBER 2017

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE ~

1. RIGHT OF CARRIAGEWAY 20 WIDE.
2. RESTRICTION ON THE USE OF LAND.
3. RESTRICTION ON THE USE OF LAND.
4. EASEMENT FOR OVERHEAD POWERLINES 9 WIDE & VARIABLE WIDTH.

AS SET OUT IN THE ACCOMPANYING INSTRUMENT SIGNED BY COUNCIL'S AUTHORISED PERSON.

LOT No	STREET No	STREET NAME	STREET TYPE	LOCALITY
20	271D	LEMON TREE CREEK	ROAD	TERMEIL
21	271A	LEMON TREE CREEK	ROAD	TERMEIL
22	271	LEMON TREE CREEK	ROAD	TERMEIL

M M 'g  
PETER MARK MCCAULEY

If space is insufficient use additional annexure sheet

Surveyor's Reference: U16328

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS/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.**

(Lengths are in metres)

Sheet 1 of 5 Sheets

Plan **DP1238872**

Subdivision of Lot 843  
DP 1205377 covered by  
Council's Certificate No  
**SC17/1077**

Full Name and Address of  
the Proprietors of the land.

PETER MARK MCCAULEY  
c/- Post Office, Princes  
Highway, LAKE TABOURIE  
2539 in the State of New  
South Wales.

**PART 1 (CREATION)**

Number of Item shown in the intention panel on the plan.	Identity of Easement or Restriction to be created and referred to in the plan.	Burdened Lot:	Benefited Lot or Authority:
1	Right of Carriageway 20 wide	22 20	20 & 21 21 & 22
2	Restriction on the use of land.	<del>Each Lot</del> 20 & 21	Every Other Lot
3	Restriction on the use of land	Each Lot	Shoalhaven City Council
4	Easement for overhead powerlines 9 wide & variable width	20, 21 & 22	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

Approved by Shoalhaven City Council



date 11 DECEMBER 2018

(Lengths are in metres)

Sheet 2 of 5 Sheets

Plan **DP1238872**

Subdivision of Lot 843  
DP 1205377 covered by  
Council's Certificate No  
5217/1077

## PART 2 (TERMS)


### TERMS OF RIGHT OF CARRIAGEWAY 20 WIDE NUMBERED 1 TO IN THE PLAN...

1. The owner of the lot benefited may:
  - (a) by any reasonable means pass across each lot burdened, but only within the site of this easement, to get to or from the lot benefited, and
  - (b) do anything reasonably necessary for that purpose, including:
    - Entering the lot burdened, and
    - Taking anything on to the lot burdened, and
    - Carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.
2. In exercising those powers, the owner of the lot benefited must:
  - (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as it practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.
3. The maintenance of the trafficable road within the Right of Carriageway shall be shared by all benefited and burdened lots with the cost of the maintenance proportional to the length of the driveway used to gain access to each lot. The trafficable surface shall be maintained in good trafficable condition for the life of the development.

### TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 2 IN THE PLAN...

No fence shall be erected on the land hereby burdened to divide it from any adjoining land still owned by Peter Mark McCauley or his successors or assigns other than purchasers on sale without the consent of Peter Mark McCauley or his successors or assigns. Such consent shall not be withheld if the fence is erected without expense to Peter Mark McCauley or his successors or assigns other than purchasers on sale and such consent shall be deemed to have been given for any fence for the time being erected.

Approved by Shoalhaven City Council

 date 11 DECEMBER 2017



(Lengths are in metres)

Sheet 3 of 5 Sheets

Plan **DP1238872**

Subdivision of Lot 843  
DP 1205377 covered by  
Council's Certificate No  
SC 17/1077


**TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 3 IN THE PLAN...**

1. No dwelling shall be erected on the lot burdened unless it is located in the area denoted BE on the plan.
2. No development shall occur on the lots burdened unless both access routes are maintained to meet the standards required in Section 4.1.3(2) in "Planning for Bushfire Protection 2006" including the provision of a 4 metre pavement with minimum vertical clearance of 4 metres to any overhanging obstruction, including tree branches.
3. No building shall be erected on the lots burdened unless the exterior materials (excluding windows and glazing) are non-reflective and of a texture and colour which blend with the existing surroundings. White, light grey or bright colours are not acceptable. Metal roofing and cladding shall be precoloured at manufacturing stage. Water tanks must be of a colour to match the external walls or alternatively be dark green or brown.
4. No planting of vegetation shall include species listed on the Weeds Australia NSW weeds list ([www.weeds.org.au](http://www.weeds.org.au)) including those listed on <http://www.shoalhaven.nsw.gov.au/environment/weedmanagement/weekslisturban.aspx>
5. No dwelling shall be erected on the lots burdened unless accompanied by a landscape plan prepared by a suitably qualified landscape professional. The landscape plan is to be implemented prior to occupation certificate issue and maintained for the life of the development. The landscape can be approved either by Shoalhaven City Council or an accredited certifier.
6. No habitable structure is to be erected on the lot burdened unless the on site effluent disposal system is in accordance with the "Onsite Wastewater Assessment Report" prepared by Harris Environmental Solutions dated 26/9/2015 as amended by SF 10486 and approved by Shoalhaven City Council.
4. The authority empowered to release vary or modify the terms of this restriction is Shoalhaven City Council.

**TERMS OF EASEMENT FOR OVERHEAD POWERLINES 9 WIDE & VARIABLE WIDTH NUMBERED 4 IN THE PLAN...**

The terms set out in Memorandum No AK104602 ~~registered at Land & Property Information NSW~~ are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

Approved by Shoalhaven City Council

 date 11 DECEMBER 2017

(Lengths are in metres)

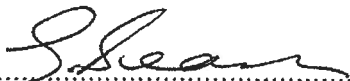
Sheet 4 of 5 Sheets

Plan **DP1238872**

Subdivision of Lot 843  
DP 1205377 covered by  
Council's Certificate No  
SC17/1577

SIGNED by PETER MARK MCCAULEY )

who is personally known to me: )



Signature of Witness

  
PETER MARK MCCAULEY

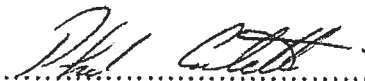
**GRAHAM BEASLEY**

Name of Witness

**63 STONY HILL LANE**

Address of Witness **MILTON NSW**  
**2538**

Signed on behalf of **The Council of the City of Shoalhaven ABN 598 823 44** by its  
Authorised Delegate pursuant to s.377 Local Government Act 1993:

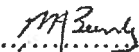


Signature of Delegate

**PHIL COSTELLO**

Name of Delegate

I certify that I am an eligible Witness and that the delegate signed in my presence:



Signature of Witness

**MELISSA BOUNAY**

Name of Witness

**36 BRIDGE RD NEWRA**

Address of Witness

Approved by Shoalhaven City Council



date **11 DECEMBER 2017**

(Lengths are in metres)

Sheet 5 of 5 Sheets

Plan **DP1238872**

Subdivision of Lot 843  
DP 1205377 covered by  
Council's Certificate No  
SC17/1077

I certify that the attorney signed this instrument in my presence.

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)*

Signature of witness:

*Ian A. Cousin*

Name of witness:

IAN STEWART COUSIN

Address of witness:  
c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148

Signature of attorney:

*Helen Smith*

Name and position of attorney:

Helen Smith  
Manager Property & Fleet

Power of attorney:  
Book 4727 No 524

Signing on behalf of:  
Endeavour Energy Network Asset  
Partnership ABN 30 586 412 717

Endeavour Energy reference:

NRS 3153

Date of signature:

7 September 2017

REGISTERED

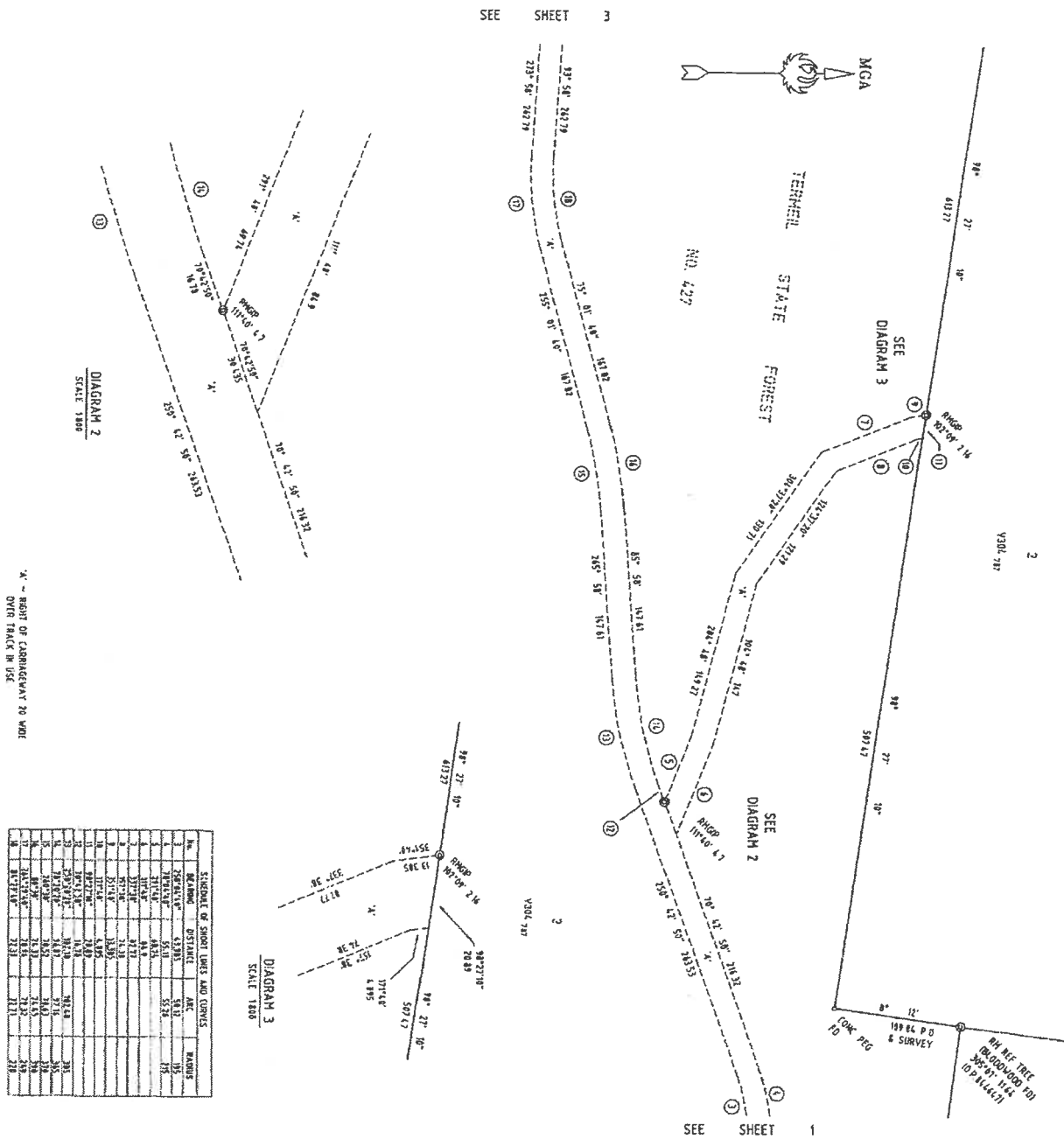


6.2.2018

Approved by Shoalhaven City Council

*Phil Beetham* date 11 DECEMBER 2017





DP1087541

Registered: N 13-A-2005

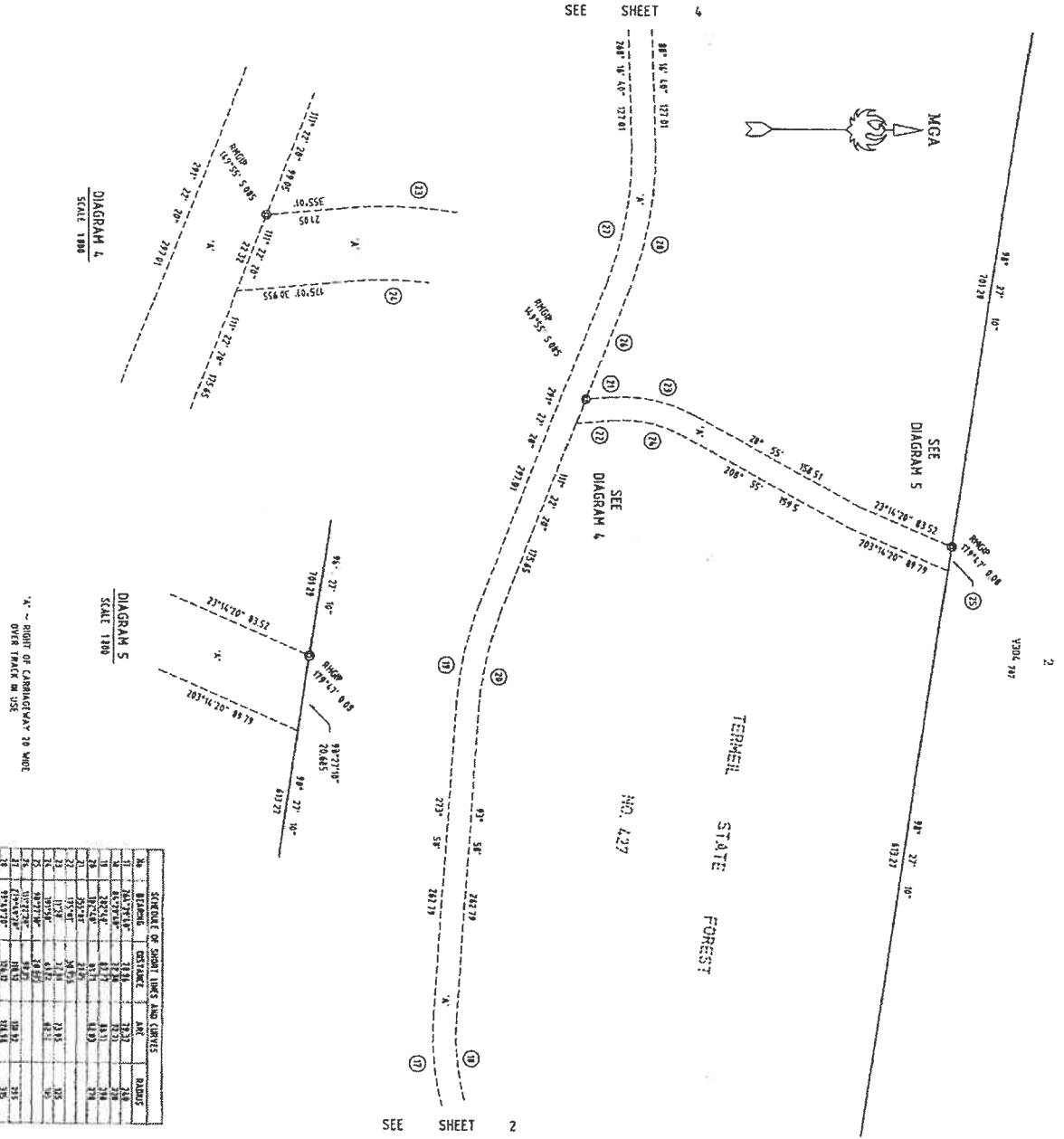
This is sheet 3 of my plan in 4 sheets

Surveyor registered under Surveyors Act 1999

This is sheet 3 of the plan of 4 sheets covered by subdivision certificate No. 10

Authorised Professional Engineer/Registered Draftsman

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



STATION	BEARING	DISTANCE	ANGLE	REMARKS
1	N 89° 17' 10" E	13.24	123.2	24.8
2	N 89° 17' 10" E	13.24	123.2	24.8
3	N 89° 17' 10" E	13.24	123.2	24.8
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18	N 89° 17' 10" E	13.24	123.2	24.8
19	N 89° 17' 10" E	13.24	123.2	24.8
20	N 89° 17' 10" E	13.24	123.2	24.8
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88	N 89° 17' 10" E	13.24	123.2	24.8
89	N 89° 17' 10" E	13.24	123.2	24.8
90	N 89° 17' 10" E	13.24	123.2	24.8
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96	N 89° 17' 10" E	13.24	123.2	24.8
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98	N 89° 17' 10" E	13.24	123.2	24.8
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100	N 89° 17' 10" E	13.24	123.2	24.8

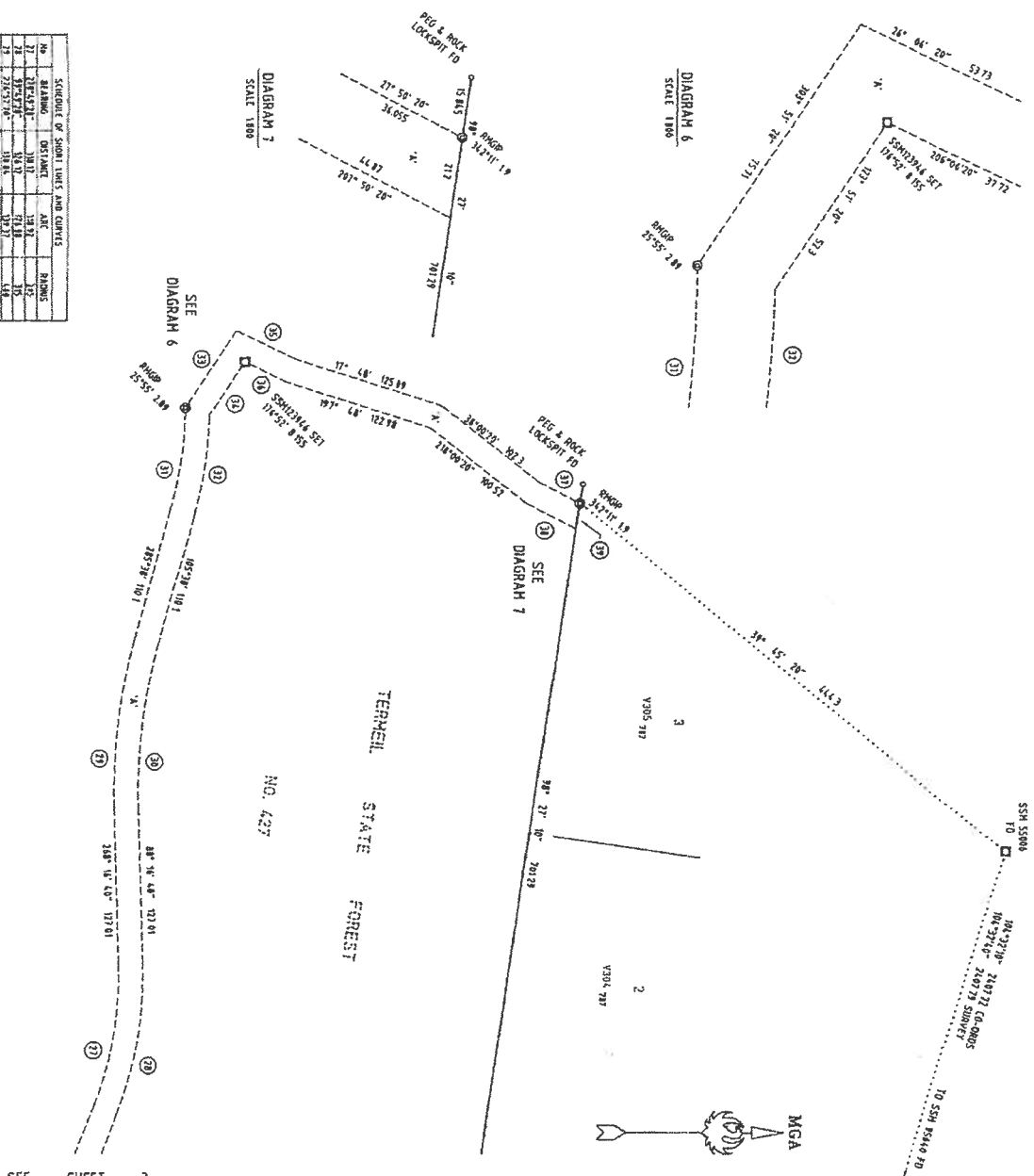
Plan Drawing only to appear in this space

Reduction Ratio 1:2500

Surveyor's Reference 7348

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4	111° 12' 30"	100.00	0.00	0.00
5	111° 12' 30"	100.00	0.00	0.00
6	111° 12' 30"	100.00	0.00	0.00
7	111° 12' 30"	100.00	0.00	0.00
8	111° 12' 30"	100.00	0.00	0.00
9	111° 12' 30"	100.00	0.00	0.00
10	111° 12' 30"	100.00	0.00	0.00
11	111° 12' 30"	100.00	0.00	0.00
12	111° 12' 30"	100.00	0.00	0.00
13	111° 12' 30"	100.00	0.00	0.00
14	111° 12' 30"	100.00	0.00	0.00
15	111° 12' 30"	100.00	0.00	0.00
16	111° 12' 30"	100.00	0.00	0.00
17	111° 12' 30"	100.00	0.00	0.00
18	111° 12' 30"	100.00	0.00	0.00
19	111° 12' 30"	100.00	0.00	0.00
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21	111° 12' 30"	100.00	0.00	0.00
22	111° 12' 30"	100.00	0.00	0.00
23	111° 12' 30"	100.00	0.00	0.00
24	111° 12' 30"	100.00	0.00	0.00
25	111° 12' 30"	100.00	0.00	0.00
26	111° 12' 30"	100.00	0.00	0.00
27	111° 12' 30"	100.00	0.00	0.00
28	111° 12' 30"	100.00	0.00	0.00
29	111° 12' 30"	100.00	0.00	0.00
30	111° 12' 30"	100.00	0.00	0.00

X - RIGHT OF CARRIAGEWAY 20 MDC  
OVER TRAIL IN USE



DP1087541

Registered: R 13-9-2005

This is sheet 4 of my plan in 4 sheets

Surveyor registered under Surveyors Act 1989

This is sheet 4 of the plan of 4 sheets  
drawn by subdivision certificate No. 1111

Authorised Professional Surveyor/Registered Civil Engineer

For use where shown is insufficient in my plan in 4 sheets

Reduction Ratio 1:2500

Surveyor's Reference: 734.8

Plan Drawing only to appear in this space

DP1087541

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 1 of 2 sheets)

Plan: Right of Carriageway over track in use within  
Termeil State Forest No. 427

Full name and address of owner of the land: Her Most Gracious Majesty Queen Elizabeth II

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit a' prendre, restriction of 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 20 metres wide over track in use.	Termeil State Forest No. 427	2/755972 31/998623 1/73046

**PART 2 (Terms)**

**Terms of easement, profit a' prendre, restriction, or positive covenant numbered 1 in the plan.**

- 1 Subject to all the provisions of clause 2 hereof, the owner of the lot benefited may by any reasonable means pass across the land burdened but only within the site of this easement, to get to or from the lot benefited.
- 2
  - a) The person or persons in whose favour this Right of Carriageway is created shall indemnify the Crown and the Forestry Commission of NSW against all actions, suits, claims and demands of whatsoever nature and all costs, charges and expenses in respect of any accident or injury to any person or property which may arise out of, or be in any way connected with the use of the Right of Carriageway by such person, his employees or agents.
  - b) The Forestry Commission of NSW will not be under any obligation whatsoever to construct, repair upgrade the track in use within the Right of Carriageway or to carry out any work whatsoever on it or in any way connected with it.

*X gRuse*



DP1087541

PART 2 (Terms) Cont.

( sheet 2 of 2 sheets)

- c) The creation of the Right of Carriageway in no way creates a right to exclusive use of the land associated with the Right of Carriageway and in particular the exercise of rights thereunder must not impede or restrict the use of that part of Termeil State Forest No. 427 by any officers, employees or agents of the Forestry Commission of NSW, the Crown or members of the public generally.
- d) No work of any kind shall be carried out on the Right of Carriageway without the authority of the Forestry Commission of NSW.
- e) No Tree shall be cut, removed, destroyed or damaged on the Right of Carriageway without the authority of the Forestry Commission of NSW.
- f) Nothing in this Right of Carriageway or these conditions is to be taken as restricting or affecting the Forestry Commission's powers to close or restrict the use of the track in use within the Right of Carriageway under the Forestry Act 1916 and any regulations in force pursuant to that Act from time to time, and in particular, Section 36A of the Forestry Act and Part 3 of the Forestry Regulations, 1999.

SIGNED in my presence by the Honourable  
Ian Michael Macdonald MLC Minister for  
Primary Industries who is personally known to  
me for and on behalf of Her Most Gracious  
Majesty Queen Elizabeth II pursuant to  
Section 20A of the Forestry Act, 1916

X *Ian Michael Macdonald* X

Witness signature X *J. Hourican Ruse* X

Witness name *JULIE HOURICAN RUSE*  
(block letters)

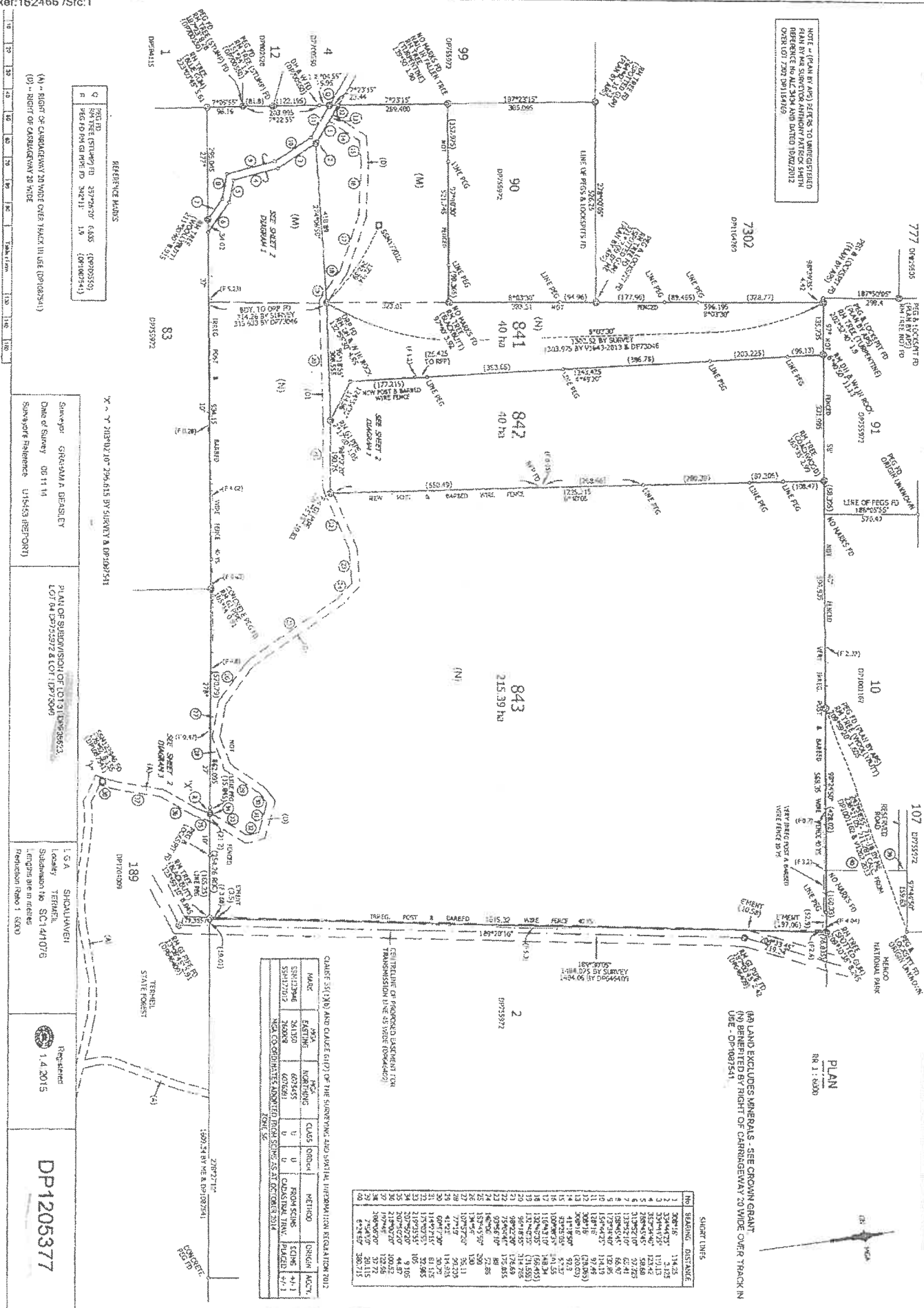
Address *130 CMT. 1 FARRER PLACE*

*SYDNEY NSW 2000*

REGISTERED



13-9-2005



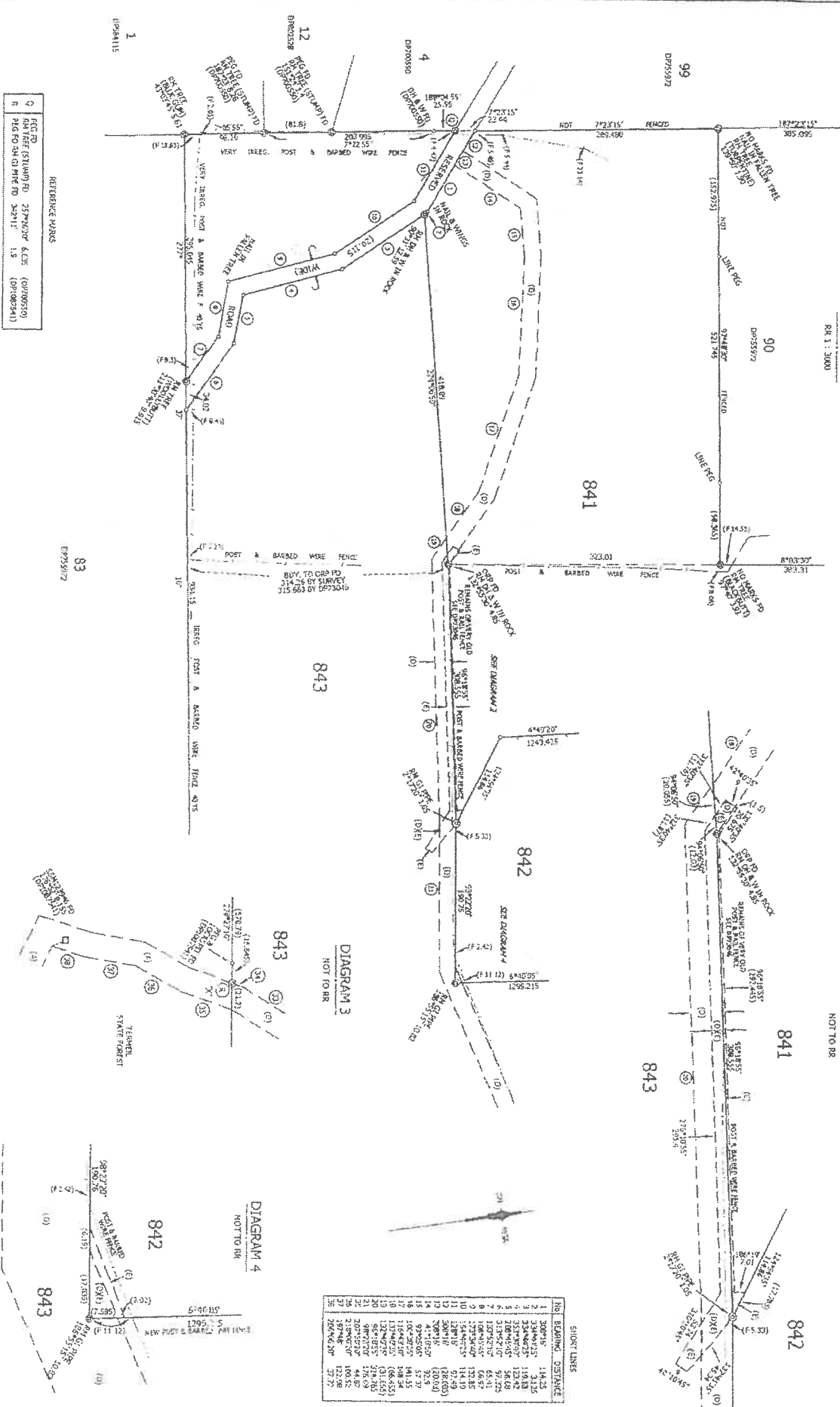
PLAN FURTHER (A)

WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 2 sheets

DIAGRAM 1  
RR 1: 3000

DIAGRAM 2  
NOT TO RR



SHORT LINES

NO	BEARING	DISTANCE
1	300°16'	114.25
2	334°49'25"	31.25
3	135°18'	115.18
4	135°18'	115.18
5	209°45'05"	56.68
6	315°45'05"	97.225
7	108°45'05"	56.68
8	334°49'25"	31.25
9	135°18'	115.18
10	135°18'	115.18
11	209°45'05"	56.68
12	315°45'05"	97.225
13	108°45'05"	56.68
14	334°49'25"	31.25
15	135°18'	115.18
16	135°18'	115.18
17	209°45'05"	56.68
18	315°45'05"	97.225
19	108°45'05"	56.68
20	334°49'25"	31.25
21	135°18'	115.18
22	135°18'	115.18
23	209°45'05"	56.68
24	315°45'05"	97.225
25	108°45'05"	56.68
26	334°49'25"	31.25
27	135°18'	115.18
28	135°18'	115.18
29	209°45'05"	56.68
30	315°45'05"	97.225

REFERENCE MARKS

Q	MARK	DATE	BY	REMARKS
1	IRON PEG	25/7/2017	ALC	(DP1063541)
2	IRON PEG	25/7/2017	ALC	(DP1063541)

- (A) - RIGHT OF CARPENTRY 20 WIDE ONE TRACK IN USE (DP1063541)
- (B) - RESTRICTION ON THE USE OF LAND
- (C) - RESTRICTION ON THE USE OF LAND
- (D) - RIGHT OF CARPENTRY 20 WIDE
- (E) - EVIDENCE FOR OTHER MARKS 20 WIDE ONE TRACK IN USE

Surveyor: GORDON A. BEASLEY  
Date of Survey: 08/11/14  
Surveyor's Reference: U15453 (REPORT)

PLAN OF SUBDIVISION OF LOT 31 C/958821,  
LOT 32 C/958821 & LOT 33 C/958821

L.G.A. SHALWATER  
Location: TERNHILL  
Shallowwater: SC14/1076  
Legal description in plan: 1/200

14/2015

DP1205377


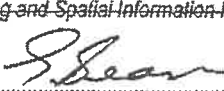
PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheets

Registered:  1.4.2015 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only <div style="text-align: center; font-size: 24pt; font-weight: bold;">DP1205377</div>												
<b>PLAN OF SUBDIVISION OF          LOT 31 DP998623, LOT 84 DP755972          &amp; LOT 1 DP73046.</b>	LGA: SHOALHAVEN Locality: TERMEIL Parish: WOODBURN County: ST VINCENT												
<p style="text-align: center;"><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> Signature: _____ Date: _____ File Number: _____ Office: _____	<p style="text-align: center;"><b>Survey Certificate</b></p> <p>I, GRAHAM A BEASLEY .....          of RYGATE &amp; WEST, ULLADULLA .....          a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 06/11/14 .....</p> <p>*(b) The part of the land shown in the plan (*being/*excluding*) .....          was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on ..... the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p>												
<p style="text-align: center;"><b>Subdivision Certificate</b></p> <p>I, <u>TIM FLETCHER</u> .....          *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or lease to be set out herein.</p> <p>Signature:  .....</p> <p>Accreditation number: .....</p> <p>Consent Authority: SHOALHAVEN CITY COUNCIL .....</p> <p>Date of endorsement: 12 JANUARY 2015 .....</p> <p>Subdivision Certificate number: SC14/1076 .....</p> <p>File number: SP10252 .....</p> <p>*Strike through if inapplicable.</p>	<p>Signature:  ..... Dated: 06/11/14</p> <p>Surveyor ID: 447 .....</p> <p>Datum Line: 'X' - 'Y' .....</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>												
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>CONSENT OF ADJOINING OWNERS          2/755972,83/755972,10/1001162 &amp; 189/1204009          FURNISHED.</p>	<p>Plans used in the preparation of survey/compilation:</p> <table border="0"> <tr> <td>DP73046</td> <td>DP584115</td> <td>DP646409</td> </tr> <tr> <td>DP700550</td> <td><del>DP755972</del></td> <td>DP802528</td> </tr> <tr> <td>DP829535</td> <td>DP998623</td> <td>DP1001162</td> </tr> <tr> <td>DP1087541</td> <td>DP1164769</td> <td></td> </tr> </table> <p>1202.2013 1587.2013          UNREG'D PLAN BY SURVEYOR AP SMITH DATED 10/2/2012</p> <p style="text-align: right;">If space is insufficient continue on PLAN FORM 6A</p>	DP73046	DP584115	DP646409	DP700550	<del>DP755972</del>	DP802528	DP829535	DP998623	DP1001162	DP1087541	DP1164769	
DP73046	DP584115	DP646409											
DP700550	<del>DP755972</del>	DP802528											
DP829535	DP998623	DP1001162											
DP1087541	DP1164769												
<p>Signatures, Seals and Section 88B Statements should appear on          PLAN FORM 6A</p>	<p>Surveyor's Reference: U15453 <b>REPORT</b></p>												

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheets

Registered:  1.4.2015

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF  
LOT 31 DP998623, LOT 84 DP755972  
& LOT 1 DP73046.

DP1205377

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SL14/1076 -SF10252

Date of Endorsement: 12 JANUARY 2015

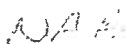
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE ~

1. RIGHT OF CARRIAGEWAY 20 WIDE
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND
4. EASEMENT FOR OVERHEAD POWERLINES 9 WIDE & VARIABLE WIDTH

AS SET OUT IN THE ACCOMPANYING INSTRUMENT SIGNED BY COUNCIL'S AUTHORIZED PERSON.  
STREET ADDRESSES OF ALL LOTS ARE NOT AVAILABLE.



PETER MARK MCCAULEY



Mortgagee under Mortgage No. AH584120  
Signed at Rossmore this 23 day of  
JANUARY 2015 for National  
Australia Bank Limited ABN 12 004 044 937  
by LIAM THOMAS SKINNER  
its duly appointed Attorney under Power of  
Attorney No. 39 Book 4512

  
Level 3 Attorney

  
Witness/Bank Officer

Christine Smith

If space is insufficient use additional annexure sheet

Surveyor's Reference: U15453

REPORT

INSTRUMENT SETTING OUT TERMS OF EASEMENTS/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.  
 (Lengths are in metres) Sheet 1 of 4 Sheets

Plan **DP1205377**

Subdivision of Lot 31  
 DP 998623, Lot 84  
 DP 755972 and Lot 1  
 DP 73046 covered by  
 Council's Certificate No  
 SC 14/1076

Full Name and Address of  
 the Proprietors of the land.

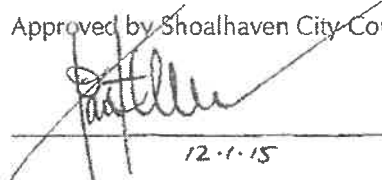
PETER MARK MCCAULEY  
~~c/ Post Office~~, Princes  
 Highway, LAKE TABOURIE  
 2539 in the State of New  
 South Wales.

TERMEIL

PART 1 (CREATION)

Number of Item shown in the intention panel on the plan.	Identity of Easement or Restriction to be created and referred to in the plan.	Burdened Lot:	Benefited Lot or Authority:
1	Right of Carriageway 20 wide	843 842 841	841, 842 841, 843 842, 843
2	Restriction on the use of land.	Each Lot	Every Other Lot
3	Restriction on the use of land	Each Lot	Shoalhaven City Council
4	Easement for Overhead Powerlines 9 wide and variable width.	841 842 843	Endeavour Energy

Approved by Shoalhaven City Council

  
 date 12.1.15

MM

(Lengths are in metres)

Sheet 2 of 4 Sheets

Plan **DP1205377**

Subdivision of Lot 31  
DP 998623, Lot 84  
DP 755972 and Lot 1  
DP 73046 covered by  
Council's Certificate No  
**SC14/1076**

## PART 2 (TERMS)

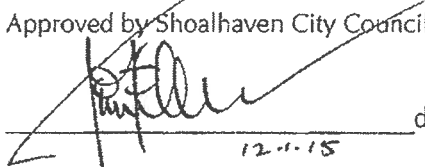
### TERMS OF RIGHT OF CARRIAGEWAY 20 WIDE NUMBERED 1 TO IN THE PLAN...

1. The owner of the lot benefited may:
  - (a) by any reasonable means pass across each lot burdened, but only within the site of this easement, to get to or from the lot benefited, and
  - (b) do anything reasonably necessary for that purpose, including:
    - Entering the lot burdened, and
    - Taking anything on to the lot burdened, and
    - Carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.
2. In exercising those powers, the owner of the lot benefited must:
  - (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as it practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.
3. The maintenance of the trafficable road within the Right of Carriageway shall be shared by all benefited and burdened lots with the cost of the maintenance proportional to the length of the driveway used to gain access to each lot. The trafficable surface shall be maintained in good trafficable condition for the life of the development.

### TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 2 IN THE PLAN...

No fence shall be erected on the land hereby burdened to divide it from any adjoining land still owned by Peter Mark McCauley or his successors or assigns other than purchasers on sale without the consent of Peter Mark McCauley or his successors or assigns. Such consent shall not be withheld if the fence is erected without expense to Peter Mark McCauley or his successors or assigns other than purchasers on sale and such consent shall be deemed to have been given for any fence for the time being erected.

Approved by Shoalhaven City Council

  
\_\_\_\_\_ date  
12.11.15

mmc

(Lengths are in metres)

Plan

DP1205377

Sheet 3 of 4 Sheets  
Subdivision of Lot 31  
DP 998623, Lot 84  
DP 755972 and Lot 1  
DP 73046 covered by  
Council's Certificate No  
SC 14/1076

TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 3 IN THE PLAN...

1. No dwelling shall be erected on the lot burdened unless it is in the location of the proposed building site as shown on the plan prepared by Peter Smith & Co, Ref No 8519 dated 10/06/2011 Rev A dated 01/12.
2. There shall be no development on the lot burdened unless the development is located away from any adjoining Crown Land boundaries to minimise edge effects on the development and to remove potential bushfire hazard and dangerous tree issues.
3. No building or fencing works shall occur on the lot burdened that adjoins Crown Land unless the proprietor of the lot burdened consults with the NSW Crown Lands Division prior to undertaking any building or fencing works to ensure the works will not be exposed to possible future damage from falling trees or branches.
4. The authority empowered to release vary or modify the terms of this restriction is Shoalhaven City Council.

TERMS OF EASEMENT FOR OVERHEAD POWERLINES 9 WIDE AND VARIABLE WIDTH NUMBERED 4 IN THE PLAN...

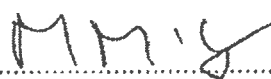
As set out in Memorandum No 9262884 registered with Land and Property Information.

SIGNED by PETER MARK MCCAULEY

who is personally known to me:



Signature of Witness

  
PETER MARK MCCAULEY

GRAHAM ALAN BEASLEY

Name of Witness

63 STONY HILL LANE

Address of Witness MILTON NSW  
2538

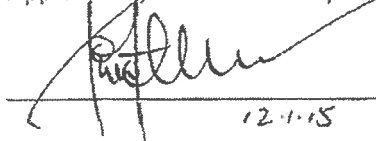
Mortgages under Mortgage No. AHS84120  
Signed at ~~Lidara~~ this 23 day of JANUARY 2015 for National Australia Bank Limited ABN 12 004 044 937 by CLAM THOMAS SKINNER its duly appointed Attorney under Power of Attorney No. 39 Book 4512

Level 3 Attorney

Witness/Bank Officer

Christine Smith

Approved by Shoalhaven City Council

  
date 12.1.15



(Lengths are in metres)

Sheet 4 of 4 Sheets

Plan **DP1205377**

Subdivision of Lot 31  
DP 998623, Lot 84  
DP 755972 and Lot 1  
DP 73046 covered by  
Council's Certificate No  
SC14/1076

Signed on behalf of The Council of the City of Shoalhaven ABN 598 823 44 by an  
Authorised officer in the presence of:

M. Boudry  
Witness

MELISSA BOUNDY  
Name (BLOCK LETTERS)  
PLANNING ASSISTANT  
36 BRIDGE RD NOWRA  
Address & Occupation

[Signature]  
Authorised Officer

TIM FLETCHER  
Name (BLOCK LETTERS)  
DIRECTOR  
Office held

SIGNED on behalf of ENDEAVOUR ENERGY  
ABN 59 253 130 878 by its ATTORNEY pursuant to  
POWER OF ATTORNEY BOOK 4613 NO 644  
in the presence of: 4677 686

[Signature]  
Signature of Witness

Geoff Riethmuller  
Name of Witness

C/- Endeavour Energy  
51 Huntingwood Drive  
HUNTINGWOOD NSW 2148

[Signature]  
Signature of Attorney

Name: Helen Smith  
Position: Manager Property & Fleet  
Date of Execution:  
Reference: NRS2757

Approved by Shoalhaven City Council

[Signature]  
date  
12.1.15

REGISTERED  1.4.2015



MR PETER M MCCAULEY  
C/- CHRIS PARK  
271 LEMON TREE CREEK ROAD  
TERMEIL NSW 2539

Our reference: 7125082860066

Phone: 13 28 66

21 October 2021

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello PETER,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410612919710
Vendor name	PETER MARK MCCAULEY
Clearance Certificate Period	21 October 2021 to 21 October 2022

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### NEED HELP

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### CONTACT US

In Australia? Phone us on  
**13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
**ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**  
**Certificate No: 2021/04912**

**Applicant:** InfoTrack  
DX 578  
SYDNEY

**Receipt No.:** Ext: 129018  
**Date:** 21/10/2021  
**Fee:** \$53  
**Urgency Fee:** \$0.00

**Applicant reference:** 224428

**The land to which this Certificate relates is:**

Lot 22 DP 1238872, 271 Lemon Tree Creek Rd (Forestry), TERMEIL  
Parish of WOODBURN, County of ST. VINCENT

The above information is as recorded by Council.

**DISCLAIMER AND CAUTION:**

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

**The information contained in this certificate is prepared in accordance with the Environmental Planning and Assessment Act 1979 (as amended) and the Environmental Planning Assessment Regulation 2000 (as amended).**

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

**Certificate No: 2021/04912**

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

**1 Names of relevant planning instruments and DCPs**

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land:

**Shoalhaven Local Environmental Plan 2014 (as amended)**

**State Environmental Planning Policies affecting the City**

State Environmental Planning Policy No. 21 – Caravan Parks  
State Environmental Planning Policy No. 33 – Hazardous and Offensive Development  
State Environmental Planning Policy No. 36 – Manufactured Home Estates  
State Environmental Planning Policy No. 50 – Canal Estate Development  
State Environmental Planning Policy No. 55 – Remediation of Land  
State Environmental Planning Policy No. 64 - Advertising and Signage  
State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development  
State Environmental Planning Policy No. 70 - Affordable Housing (Revised Schemes)  
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004  
State Environmental Planning Policy (Building Sustainability Index: Basix) 2004  
State Environmental Planning Policy (State Significant Precincts) 2005  
State Environmental Planning Policy (Infrastructure) 2007  
State Environmental Planning Policy (Mining Petroleum Production and Extractive Industries) 2007  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
State Environmental Planning Policy (Affordable Rental Housing) 2009  
State Environmental Planning Policy (State and Regional Development) 2011  
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017  
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017  
State Environmental Planning Policy (Coastal Management) 2018  
State Environmental Planning Policy (Primary Production and Rural Development) 2019  
State Environmental Planning Policy (Koala Habitat Protection) 2020  
State Environmental Planning Policy (Koala Habitat Protection) 2021

- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (not including any proposed instrument where the Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved) is:

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
**ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**  
**Certificate No: 2021/04912**

**Draft State Environmental Planning Policies**

Draft State Environmental Planning Policy (Environment) 2017

Draft State Environmental Planning Policy (Remediation of Land)

Draft State Environmental Planning Policy (Housing) 2021

**Explanation of Intended Effect - State Environmental Planning Policies**

Explanation of Intended Effect - Proposed Housekeeping Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Explanation of Intended Effect - Proposed Activation Precincts SEPP

Explanation of Intended Effect - Amendment to Infrastructure SEPP

Explanation of Intended Effect - Design and Place SEPP

Explanation of Intended Effect - Agritourism and small-scale agriculture development. Includes proposed amendments to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Explanation of Intended Effect - Building Business Back Better (proposed changes to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008)

Explanation of Intended Effect - Review of clause 4.6 of the Standard Instrument LEP

**Draft Local Environmental Plans and planning proposals for Local Environmental Plans**

PLANNING PROPOSAL - PP005 TO AMEND SHOALHAVEN LOCAL ENVIRONMENTAL PLAN 2014 - MAP AND CLAUSE AMENDMENTS - WARRAH ROAD BANGALEE - PUBLIC EXHIBITION 12 MAY 2021 TO 25 JUNE 2021 (49462E) (MIN21.6)

This Planning Proposal (PP) seeks to resolve the long term development potential of Lots 21-24 DP 714096 at Warrah Road, Bangalee. The subject land is part of the Crams Road Investigation Area (CRIA). The CRIA was identified as one of seven (7) potential Urban Release Areas (URAs) in the Nowra-Bomaderry Structure Plan (NBSP). The NBSP was adopted by Council in 2006/2007 and endorsed by the NSW Government in 2008.

PLANNING PROPOSAL - PP029 TO AMEND SHOALHAVEN LOCAL ENVIRONMENTAL PLAN 2014 - HITCHCOCKS LANE BERRY RESIDENTIAL INVESTIGATION AREA - PUBLIC EXHIBITION 28 OCTOBER 2020 TO 8 JANUARY 2021 (56367E) (MIN20.619)

This Planning Proposal (PP) seeks to amend the land use zone, minimum lot size for subdivision and height of buildings provisions within Shoalhaven Local Environmental Plan 2014 to enable low density residential development on certain land located south of Hitchcocks Lane in Berry.

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
**ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**  
**Certificate No: 2021/04912**

PLANNING PROPOSAL - PP040 TO AMEND SHOALHAVEN LOCAL ENVIRONMENTAL PLAN 2014 - 2018 HOUSEKEEPING AMENDMENT - MAPPING - PUBLIC EXHIBITION 5 MAY 2021 TO 4 JUNE 2021 (58912E) (MIN20.714)

PP040 intends to amend a number of maps within Shoalhaven LEP 2014 to: Correct identified anomalies or inconsistencies in the LEP mapping; Correct administrative errors (e.g. items incorrectly or incompletely identified in mapping); Respond to the registration of new land titles, landowner requests, development assessment processes. The PP also proposes the removal of the mapping associated with clause 5.9 Preservation of Trees or Vegetation as the related clause was repealed from the NSW Standard Instrument LEP and Shoalhaven LEP 2014 in 2017. There are thirty-seven (37) items covering a variety of minor mapping issues relating to minimum lot size, zoning, height, terrestrial biodiversity, bushfire, buffer zones, natural resource sensitivity and land reservation acquisition. The proposed changes will help to improve the overall operation of the plan.

PLANNING PROPOSAL - PP044 TO AMEND SHOALHAVEN LOCAL ENVIRONMENTAL PLAN 2014 - 2020-2021 HOUSEKEEPING AMENDMENT - PUBLIC EXHIBITION 13 OCTOBER 2021 TO 12 NOVEMBER 2021 (59409E) (MIN21.248)

This Planning Proposal (PP) seeks to amend a number of instruments and maps within Shoalhaven Local Environmental Plan (LEP) 2014 to improve the operation and accuracy of the plan. Ten (10) items have been identified that require administration amendments to Shoalhaven LEP 2014, including the updating of clauses, land use zones and Schedule 5. Twenty-nine (29) items identified that require mapping amendments to the Land Zoning, Lot Size, Height of Building, Buffer, Urban Release Area, Clauses and Heritage. One (1) item has been identified for amendment that relate to both the instrument of Schedule 5 of Shoalhaven LEP 2014, and the associated heritage mapping.

- (3) The name of each development control plan that applies to the carrying out of development on the land is:

**Shoalhaven Development Control Plan 2014 (as amended)**

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

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
**ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**  
Certificate No: 2021/04912

**2      Zoning and land use under relevant LEPs**

**For Shoalhaven Local Environmental Plan 2014 (as amended)**

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

Zone RU2 Rural Landscape

- b.    The purposes for which Shoalhaven Local Environmental Plan 2014 provides that development may be carried out within the zone without the need for development consent:**

Extensive agriculture; Forestry; Home occupations

- c.    The purposes for which Shoalhaven Local Environmental Plan 2014 provides that development may not be carried out within the zone except with development consent:**

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

- d.    The purposes for which Shoalhaven Local Environmental Plan 2014 provides that development is prohibited within the zone:**

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

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
**ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**  
**Certificate No: 2021/04912**

- e. Development standards applying to the land under Shoalhaven Local Environmental Plan 2014 **DO** fix minimum land dimensions for the erection of a dwelling-house on the land.

SHOALHAVEN LOCAL ENVIRONMENTAL PLAN 2014 applies a development standard fixing the minimum lot size for the erection of a dual occupancy (attached) and dwelling-house on this lot. Refer to clause 4.2D of the Instrument. The minimum lot size fixed is: **40 Ha**

- f. The land **DOES NOT** include or comprise critical habitat under Shoalhaven Local Environmental Plan 2014.  
*(Note: Shoalhaven Local Environmental Plan 2014 does not identify areas of "critical habitat" as defined in Part 7A of the Fisheries Management Act 1994 (subject to section 5AA of the Environmental Planning and Assessment Act 1979). Enquiries about whether the land is "critical habitat" Part 7A of the Fisheries Management Act 1994 should be directed to the NSW Office of Environment and Heritage).*
- g. The land **IS NOT** in a conservation area (however described) under Shoalhaven Local Environmental Plan 2014.  
*(Note: this item relates to "heritage conservation areas" as defined in the LEP).*
- h. An item of environmental heritage (however described) under Shoalhaven Local Environmental Plan 2014 **IS NOT** situated on the land.  
*(Note: "environmental heritage" relates to matters/items of cultural heritage, for example, items listed on the State Register, items specifically listed in the LEP or matters subject to an "interim heritage order" under the Heritage Act 1977).*

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

**2A Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006**

- (a) The land **IS NOT** within any zone (however described) under Part 3 of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP), or
- (b) The land **IS NOT** within any Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) The land **IS NOT** within a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act.



**PLANNING CERTIFICATE UNDER SECTION 10.7**  
**ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**  
**Certificate No: 2021/04912**

**3 Complying development**

**Qualifying Statement on Council Data Affecting this Item**

Shoalhaven City Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, however specific land restrictions may not apply to all of the land. The information included in this Planning Certificate is provided in accordance with the Environmental Planning & Assessment Regulation 2000 (as amended). It is strongly suggested that you review the State Environmental Planning Policy (Exempt and Complying Developments Codes) 2008 and supporting information before proceeding with the lodgement of a Complying Development Certificate application to either Council or a private certifier. The NSW Department of Planning and Environment has provided a series of information sheets on its website

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

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

**Specific land exemptions for Housing Code, Rural Housing and Greenfield Housing Code**

The extent to which the land is land on which complying development may be carried out under the codes of State Environmental Planning Policy (Exempt Complying Development Codes) 2008 **IS RESTRICTED** by the following provisions of clauses 1.17A (1)(c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 but the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

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

Clause 1.19(1)(d) & Clause 1.19(5)(e) because the land is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.

**Specific land exemptions for Housing Alterations Code and General Development Code**

The extent to which the land is land on which complying development may be carried out under the codes of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 **IS NOT RESTRICTED** by the following provisions of clauses 1.17A (1)(c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 but the restriction may not apply to all of the land, and Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

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**Specific land exemptions for Commercial and Industrial (New Buildings and Additions) Code**

The extent to which the land is land on which complying development may be carried out under the codes of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 **IS RESTRICTED** by the following provisions of clauses 1.17A (1)(c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 but the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Under the General Commercial and Industrial Code the land is affected by specific land exemptions -

Clause 1.19(1)(d) & Clause 1.19(5)(e) because the land is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.

**Specific land exemptions for Low Rise Housing Diversity Code**

The extent to which the land is land on which complying development may be carried out under the codes of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 **IS RESTRICTED** by the following provisions of clauses 1.17A (1)(c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 but the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

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

Clause 1.19(1)(d) & Clause 1.19(5)(e) because the land is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003,

**4B Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

The owner (or any previous owner) of the land **HAS NOT** consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

**5 Mine subsidence**

The land **HAS NOT** been proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

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**6 Road widening and road alignment**

- (a) The land **IS NOT** affected by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993
- (b) If the land is affected by any road widening or road realignment under any environmental planning instrument it will be listed below.
- (c) The land **IS NOT** affected by any road widening or road realignment under any resolution of Council.

**Note:** Information in item 6, relates to Council's road proposals; other authorities e.g. NSW Roads and Maritime Services, may have proposals not set out herein.

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

- (a) The land **IS** affected by the following policy or policies adopted by the Council that restrict the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils or any other risk (other than flooding).

**Shoalhaven Development Control Plan 2014**

**Contaminated Land Policy 2013**

**Shoalhaven Coastal Zone Management Plan 2018**

- (b) The land **IS** affected by a policy adopted by a public authority (other than the Council) and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils or any other risk (other than flooding).

Bush fire information in this Planning Certificate is based on the Shoalhaven City Council Bush Fire Prone Maps certified by the NSW Rural Fire Service on 14 October 2021. Until the NSW Rural Fire Service provides Council with the official detailed data set, there may be errors in the bushfire data provided and this should be confirmed if needed once the official data set is available.

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**Land Identified As Bushfire Prone**

Under the Environmental Planning and Assessment Act 1979, Council is obliged to map bushfire prone land and to indicate bushfire prone land on planning certificates.

The land the subject of this certificate **IS** within a designated bushfire prone area. Intending purchasers should consult the "Planning for Bush Fire Protection" document (NSW Rural Fire Service/NSW Department of Planning, Industry and Environment, November 2019) which identifies possible restrictions on the development of land because of the likelihood of bushfire.

Bush fire information in this Planning Certificate is based on the Shoalhaven City Council Bush Fire Prone Maps certified by the NSW Rural Fire Service on 14 October 2021. Until the NSW Rural Fire Service provides Council with the official detailed data set, there may be errors in the bush fire data provided and this should be confirmed if needed once the official data set is available.

**7A Flood related development controls information**

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

*(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.*

*(3) In this clause -*

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

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

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

(1) Council **DOES NOT** have sufficient information to determine whether or not the land or part of the land is within the flood planning area and subject to flood related development controls.

(2) Council **DOES NOT** have sufficient information to determine whether or not 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.

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

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

**8 Land reserved for acquisition**

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

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**9 Contributions plans**

The name of the contributions plan applying to the land is:

**Shoalhaven Contributions Plan 2019 (as amended)**

**9a Biodiversity certified land**

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

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

**10 Biobanking stewardship sites**

The Council **HAS NOT** been notified by the Chief Executive of the Office of Environment and Heritage whether or not the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

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

**10a Native vegetation clearing set asides**

The land **DOES NOT** contain a set aside area under section 60ZC of the Local Land Services Act 2013.

**11 Bush fire prone land**

The land **IS** bushfire prone land (as defined in the Environmental Planning and Assessment Act 1979).

Bush fire information in this Planning Certificate is based on the Shoalhaven City Council Bush Fire Prone Maps certified by the NSW Rural Fire Service on 14 October 2021. Until the NSW Rural Fire Service provides Council with the official detailed data set, there may be errors in the bush fire data provided and this should be confirmed if needed once the official data set is available.

**12 Property vegetation plans**

The Council **HAS** been notified that the land is land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies.

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

The Council **HAS NOT** been notified that an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

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**14 Directions under Part 3A**

There is no direction by the Minister in force under section 75P (2) (c1) of the 'Environmental Planning and Assessment Act 1979' that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.

**15 Site compatibility certificates and conditions for seniors housing**

The Council **IS NOT** aware of any current site compatibility certificate (seniors housing) in respect of proposed development on the land.

**16 Site compatibility certificates for infrastructure, schools or TAFE establishments**

The Council **IS NOT** aware of a current site compatibility certificate (Infrastructure) or site compatibility certificate (schools or TAFE establishments), in respect of proposed development on the land.

**17 Site compatibility certificates and conditions for affordable rental housing**

The Council **IS NOT** aware of a current site compatibility certificate (affordable rental housing), in respect of proposed development on the land.

**18 Paper subdivision information**

The land **IS NOT** affected by a development plan (proposed or adopted) or subdivision order as defined under Part 16C of the Environmental Planning & Assessment Regulation 2000.

**19 Site verification certificates**

The Council **IS NOT** aware of a current site verification certificate (mining, petroleum production and extractive industries), in respect of this land.

**20 Loose-filled asbestos insulation**

The land **DOES NOT** include any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division.

**21 Affected building notices and building product rectification orders**

(1) The Council **IS NOT** aware of any affected building notice as defined under the Building Products (Safety) Act 2017 that is in force in respect of the land.

(2)(a) The Council **IS NOT** aware of any building product rectification order as defined under the Building Products (Safety) Act 2017 that is in force in respect of the land and has not been fully complied with, and

(2)(b) The Council **IS NOT** aware of any notice of intention to make a building product rectification order as defined under the Building Products (Safety) Act 2017 given in respect of the land and is outstanding.

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

- (a) The Council **HAS NOT** been informed by the Environment Protection Authority that the land is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.
- (b) The Council **HAS NOT** been informed by the Environment Protection Authority that the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.
- (c) The Council **HAS NOT** been informed by the Environment Protection Authority that the land is subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.
- (d) The Council **HAS NOT** been informed by the Environment Protection Authority that the land is subject of an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.
- (e) The land **IS NOT** the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 that has been provided to the Council.

for the CHIEF EXECUTIVE OFFICER