

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Real Estate Coastside Shellharbour 18/23 Addison Street, Shellharbour NSW 2529 Email: rachel@coastsidefn.com.au	Phone: 02 4295 5033 Fax: 02 4295 5066 Ref: Rachel Hutchinson

co-agent

vendor **Lisa Maree Matthews
5 McTavish Avenue, North Hobart TAS 7000**

vendor's solicitor	Active Property Conveyancing Shop 6, 74 Kembla Street, Wollongong NSW 2520 PO Box 897, Wollongong NSW 2520 Email: amanda@activeconveyancing.com.au	Phone: 4295 4600 Fax: 4295 4033 Ref: AS:245849
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date for completion **Additional Clause 45 (clause 15)**

land (address, plan details and title reference) **5/31-35 Mary Street, Shellharbour NSW 2529
Lot 5 in Strata Plan 39896
Folio Identifier 5/SP39896**

VACANT POSSESSION subject to existing tenancies

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

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

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

inclusions	<input type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: smoke alarms, air conditioning (not working),			

exclusions

purchaser

purchaser's solicitor

price

\$

deposit

\$ _____

(10% of the price, unless otherwise stated)

balance

\$

contract date

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

Where there is more than one purchaser JOINT TENANTS

tenants in common in unequal shares, specify: _____

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

buyer's agent

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

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond**

NO yes

Nominated Electronic Lodgement Network (ELN) (clause 4):
Manual transaction (clause 30)

PEXA
 NO yes

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

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

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

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

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

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

NO yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

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

Integrity Strata

5 & 6/324 Crown Street, Wollongong NSW 2500

Email: enquiries@integritystrata.com

Tel: 02 4229 4699

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

5/31-35 MARY ST, SHELLHARBOUR 2529

SECTION 66W CERTIFICATE

I,
of _____,
certify as follows:

1. I am a _____ currently admitted to practise in New South Wales.
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 5/31-35 Mary Street, Shellharbour NSW 2529, from **Lisa Maree Matthews and Garry Matthews** to _____ in order that there is no cooling off period in relation to that Contract.
3. I do not act for **Lisa Maree Matthews and Garry Matthews** and am not employed in the legal practice of a solicitor acting for **Lisa Maree Matthews and Garry Matthews** nor am I a member or employee of a firm of which a Solicitor acting for **Lisa Maree Matthews and Garry Matthews** is a member or employee.
4. I have explained _____ to _____ :
 - (a) The effect of the Contract for the purchase of that property;
 - (b) The nature of this Certificate; and
 - (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period in relation to the Contract.

Dated: _____

ADDITIONAL CLAUSES

33. AMENDMENTS TO PRINTED CLAUSES OF THE CONTRACT

The following clauses in the printed form of the Contract are amended as follows:

- 33.1 Clause 7.1.1 is amended and replaced with “the total amount exceeds 1% of the price.”
- 33.2 Clause 7.2.1 is amended by replacing “10%” with “1%”

34. ENTIRE AGREEMENT

The Purchaser acknowledges that the provisions of this Contract constitute the full and complete understanding between the parties and there is no other understanding, agreement, warranty or representation whether express or implied in any way extending, defining or otherwise relating to the provisions of this Contract or binding on the parties with respect to any matters to which this Contract relates.

35. PROPERTY SOLD IN PRESENT CONDITION

The Purchaser acknowledges and agrees that:

- 35.1 The Purchaser has inspected the property and any improvements and inclusions and the Purchaser is satisfied as to the state and condition thereof prior to the execution of this Contract;
- 35.2 The Purchaser has entered into this Contract relying on the Purchaser’s own inspection and not upon any representations or warranties made by or on behalf of the Vendor except as expressly contained herein;
- 35.3 The Purchaser accepts the property and any improvements and inclusions in their present state and condition and subject to any latent or patent defects; and
- 35.4 The Purchaser is not entitled to make any requisition, objection or rescind or terminate or claim for compensation in relation to any defect in or want of repair of the state and condition of the property or any improvements or inclusions.

36. AGENT

The Purchaser warrants that the Purchaser was not introduced to the property or to the Vendor by any Real Estate Agent or other person entitled to claim commission as a result of this sale, other than the Vendor’s Agent, if any, specified in the Contract and the Purchaser must indemnify the Vendor, to the extent that this indemnity will not merge or be extinguished on completion of this Contract, against any claim arising out of any such introduction of the Purchaser and against all claims and expenses of and incidental to the defence and determination of any such claim made against the Vendor.

37. LATE COMPLETION

- 37.1 If either party is unable or unwilling to complete by the completion date, the other party is entitled at any time after the completion date to serve a notice to complete making the time for completion essential. Such a notice shall give not less than 14 days' notice after the day immediately following the date on which that notice is received by the recipient of the notice. The notice may nominate a specified hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.
- 37.2 If the Vendor has issued a Notice to Complete, an additional sum of \$275.00 (GST inclusive) on account of legal costs and expenses incurred by the Vendor is payable by the Purchaser, and the Purchaser shall not be entitled to require the Vendor to complete this Contract unless such payment is paid to the Vendor on completion and it is an essential term of the Contract.

38. INTEREST ON LATE COMPLETION

If the Purchaser does not complete this purchase by the completion date, without default by the Vendor, the Purchaser must pay to the Vendor on completion, in addition to the balance of the purchase money, an amount calculated as 10% per annum on the balance of purchase money, computed at a daily rate from the date completion is due to the date on which this sale is completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

39. DEATH OR INCAPACITY

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

40. CAVEAT

The Purchaser shall not lodge a Caveat against the title to the land.

41. REQUISITIONS ON TITLE

The Vendor shall not be required to answer requisitions other than the requisitions in the form annexed.

42. PAYMENT OF DEPOSIT

Provided it is agreed by the Vendor, notwithstanding the provisions of clause 2, it is an essential condition of this Contract that the Purchaser must pay a 10 (ten) per cent deposit by the following instalments:

- (a) as to the sum of \$ _____ on the making of this Contract; and
 - (b) as to the balance which shall remain as a loan by the Vendor to the Purchaser repayable to the Vendor:
 - i. on completion; or
 - ii. immediately to the deposit holder upon default by the Purchaser in respect of an essential condition of this Contract
- whichever occurs first.

43. SPECIAL LEVIES

Notwithstanding the provisions of clause 23.6 and 23.7, the Vendor and the Purchaser covenant and agree that if there have been special levies or contributions which are not regular contributions before the Contract Date, the vendor will pay or allow the Purchaser on completion the amount, if any, instalments of such unpaid special levies which fall due for payment up to the Contract Date and the purchaser agrees to pay all instalments of such unpaid special levies which may fall due for payment after the Contract Date.

44. PROBATE

This Contract is subject to the Vendor obtaining Probate of the will of GWENDOLYN ELAINE MATTHEWS and registering a Transmission Application within 3 months from the date hereof. If the Vendor is unable to register the Transmission Application within that time the Purchaser may allow a further four weeks and if registration does not occur in the extended period then either party may rescind this Contract whereupon the provisions of Clause 19 shall apply.

45. COMPLETION

Completion will take place on the later of the following:

- (a) Six weeks from the date hereof; or
- (b) 21 days from notifying the Purchasers representative that registration of the Transmission Application has occurred.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: **Unit**
Dated:

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate of a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.

- (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?
- 22.
- (a) If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (ii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
25. Are there any:
- (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority,
- affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
27. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
28. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme (including a strata renewal proposal)?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

29. Has the initial period expired?
30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
31. If the Property includes a utility lot, please specify the restrictions.
32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term or each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
41. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;

- (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
43. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
49. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
50. 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.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



FOLIO: 5/SP39896

SEARCH DATE	TIME	EDITION NO	DATE
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9/1/2024	3:29 PM	5	8/9/2018

LAND

LOT 5 IN STRATA PLAN 39896
AT SHELLHARBOUR
LOCAL GOVERNMENT AREA SHELLHARBOUR

FIRST SCHEDULE

GWENDOLYN ELAINE MATTHEWS (T 5113669)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP39896
- 2 AD845198 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP39896

SEARCH DATE	TIME	EDITION NO	DATE
9/1/2024	3:29 PM	4	1/11/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 39896
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SHELLHARBOUR
LOCAL GOVERNMENT AREA SHELLHARBOUR
PARISH OF TERRAGONG COUNTY OF CAMDEN
TITLE DIAGRAM SHEET 2 SP39896

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 39896
ADDRESS FOR SERVICE OF DOCUMENTS:
31-35 MARY STREET
SHELLHARBOUR 2529

SECOND SCHEDULE (4 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:
DP644243 EASEMENT TO DRAIN WATER 1 WIDE
- AM809405 INITIAL PERIOD EXPIRED
- AT565708 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

STRATA PLAN 39896

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 7	2	- 7	3	- 7	4	- 7
5	- 7	6	- 7	7	- 8	8	- 7
9	- 7	10	- 7	11	- 7	12	- 7
13	- 7	14	- 8				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

COUNCIL'S CERTIFICATE

The Council of the **Shire of Shellharbour** (hereinafter referred to as the Council) has received from the Registrar-General of Land, the requirements for the registration of a plan, and has complied with the provisions of the said Act, and has approved the plan, and has approved the restriction on the use of the land beyond the alignment of

Illustrated herein

State plan

This approval is given on the condition that (a) the plan is not subject to the encroachment of the building beyond the alignment of

Date: 6/9/91

Subdivision No. SP 19/91

Council Clerk: *[Signature]*

*Complete, or date if inapplicable.

SURVEYOR'S CERTIFICATE

I, **KEITH MILLER**, of **Box 63, PO Jamberoo 2533**, a surveyor registered under the Surveyors Act, 1929, hereby certify that:

(1) any wall, the inner surface of any part of which corresponds substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, exists;

(2) any floor or ceiling, the upper or under surface of any part of which forms a boundary of a proposed lot, shown in the accompanying floor plan is defined, exists;

(3) any wall, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot shown in the accompanying floor plan is defined, exists;

(4) any building containing proposed lots erected on the land shown on the accompanying location plan and each proposed lot shown on the accompanying floor plan are wholly within the perimeter of the parcel of land shown on the accompanying location plan.

(5) the survey (topographical, resection, or otherwise) of the accompanying location plan is accurate.

Signature: *[Signature]*

Date: 29.7.1991

* Date if inapplicable

† State whether dealing or plan, and quote registered number.

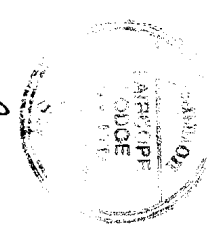
This is sheet 3 of my Plan in 3 sheets.

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

THE COMMON SEAL of FAIRCLOPE LODGE PTY LIMITED (A.C.N.) 050 037 762 was hereto duly affixed by authority of the Board of Directors in the presence of

M. Bykowski
(secretary)

N. Rappasovic
(Director)



WESTPAC BANKING CORPORATION HEREBY CONSENTS AS MORTGAGEE UNDER MORTGAGE NO. Z 630811 TO THE WITHIN PLAN OF SUBDIVISION

WESTPAC BANKING CORPORATION

by its Attorney who hereby states that at the time of executing this instrument no notice of revocation has been received of the power of Attorney contained in the office of the Registrar-General as being ascertained under the authority of which this instrument is executed.

[Signature]
Attorney who is personally known to me

[Signature]
KAREN LIA LIAISON OF LAWYERS BANK OFFICER

[Signature]
KARIM R.S.C.

PLAN OF SUBDIVISION OF LOTS 14, 15 & 16

DP 800424

Locality: SHELLHARBOUR

Parish: TERRAGONG County: CAMDEN

Reduction Ratio 1:

Lengths are in metres

STRATA PLAN 39896

Registered: DT279.1991

C.A.: No SP 19/91 OF 6/9/1991

Purpose: STRATA PLAN

Ref. Map: W8270-82 #

Last Plan: DP 800424

Name of, and *address for service of notices on, the body corporate

THE PROPRIETORS STRATA PLAN NO 39896

31-35 MARY STREET SHELLHARBOUR 2529

*Address required on original strata plan only.

FOR LOCATION DIAGRAM REFER SHEET 2

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160
----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----

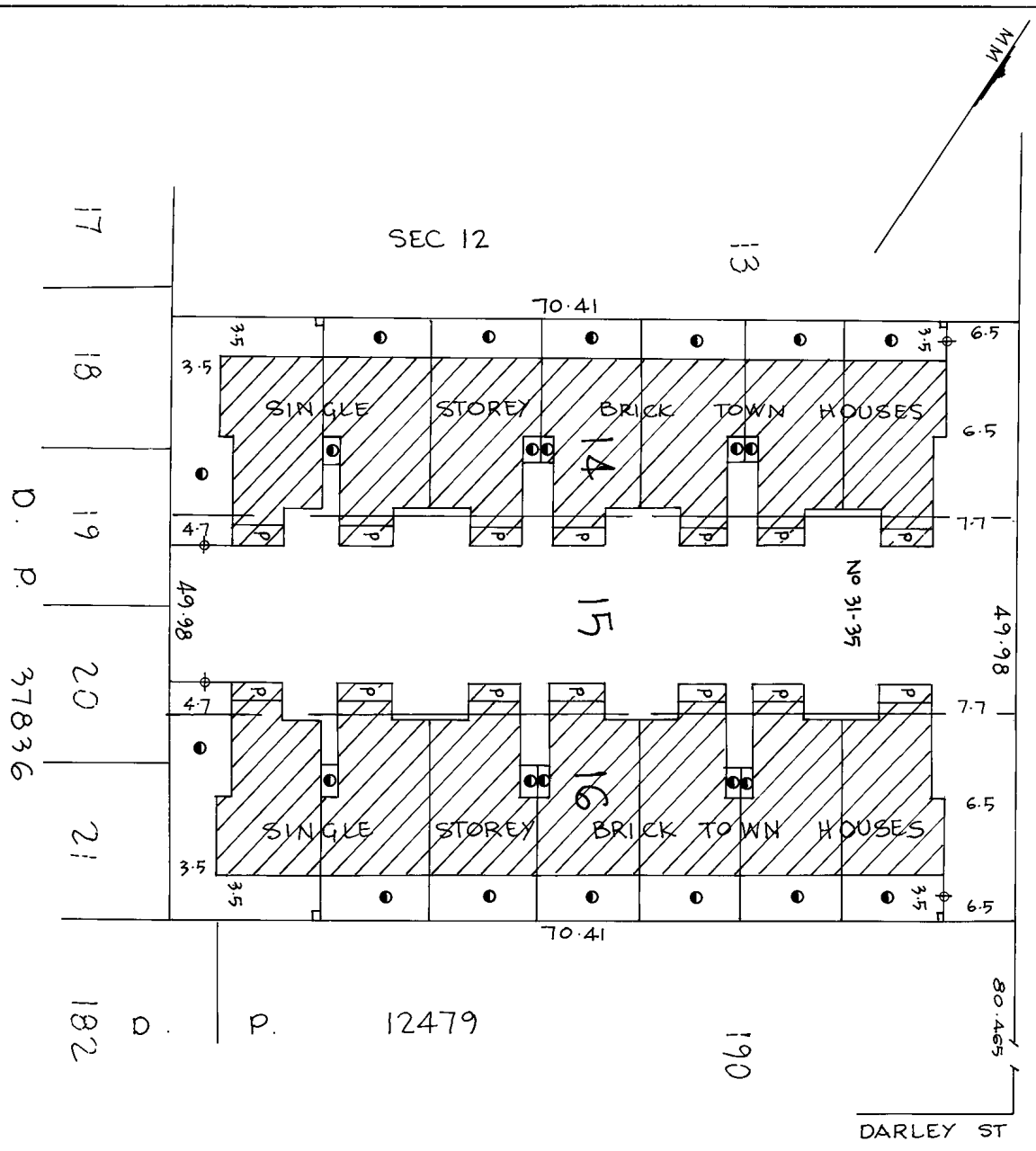
SURVEYOR'S REFERENCE: 18490

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

STRATA PLAN 39896

MARY STREET



- DENOTES GARDEN AREA.
- P DENOTES COVERED PORCH.
- ⊕ DENOTES PROLONGATION OUTER FACE OF WALL.
- ⊥ DENOTES A RIGHT ANGLE.

LOCATION PLAN

Reduction Ratio 1:400

Lengths are in metres

Registered Surveyor
K. E. ...

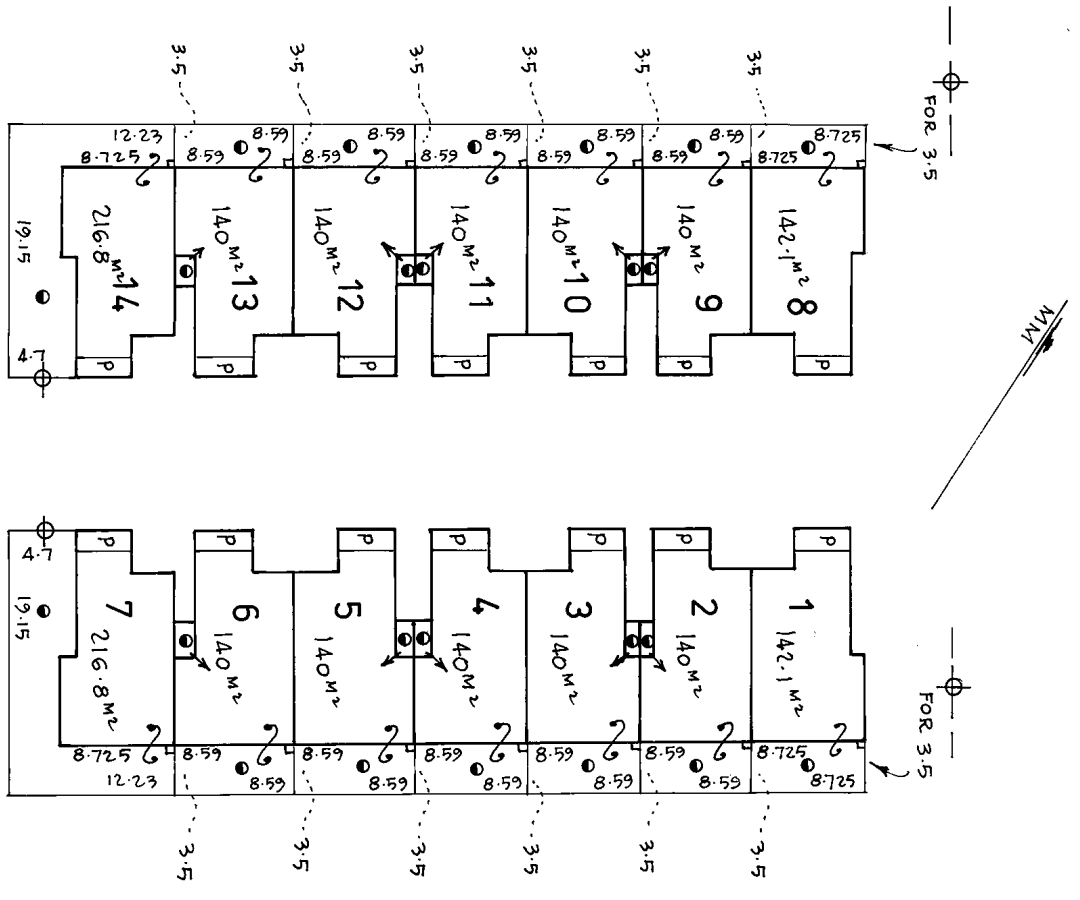
Council Clerk
...

SURVEYOR'S REFERENCE: 18490



STRATA PLAN 39896

*OFFICE USE ONLY



SCHEDULE OF UNIT ENTITLEMENT			
UNIT	ENTITLEMENT	UNIT	ENTITLEMENT
1	7	8	7
2	7	9	7
3	7	10	7
4	7	11	7
5	7	12	7
6	7	13	7
7	8	14	8
AGGREGATE			100

- DENOTES GARDEN AREA THE STRATA OF WHICH EXTENDS BETWEEN 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED.
 - DENOTES COVERED PORCH.
 - ┌ DENOTES A RIGHT ANGLE.
 - ⊕ DENOTES PROLONGATION OF OUTER FACE OF WALL.
- AREAS ARE APPROXIMATE AND INCLUDE BOTH PORCH AND GARDEN AREAS.

Reduction Ratio 1: 400
 Lengths are in metres

K.P. Williams
 Registered Surveyor

[Signature]
 Council Clerk



STEWARNS REFERENCE: 100221 NPD

PLAN APPROVED _____
 Land District _____
 Paper No. _____
 File/Block _____ pages _____

Council Clerk's Certificate

I hereby certify that -

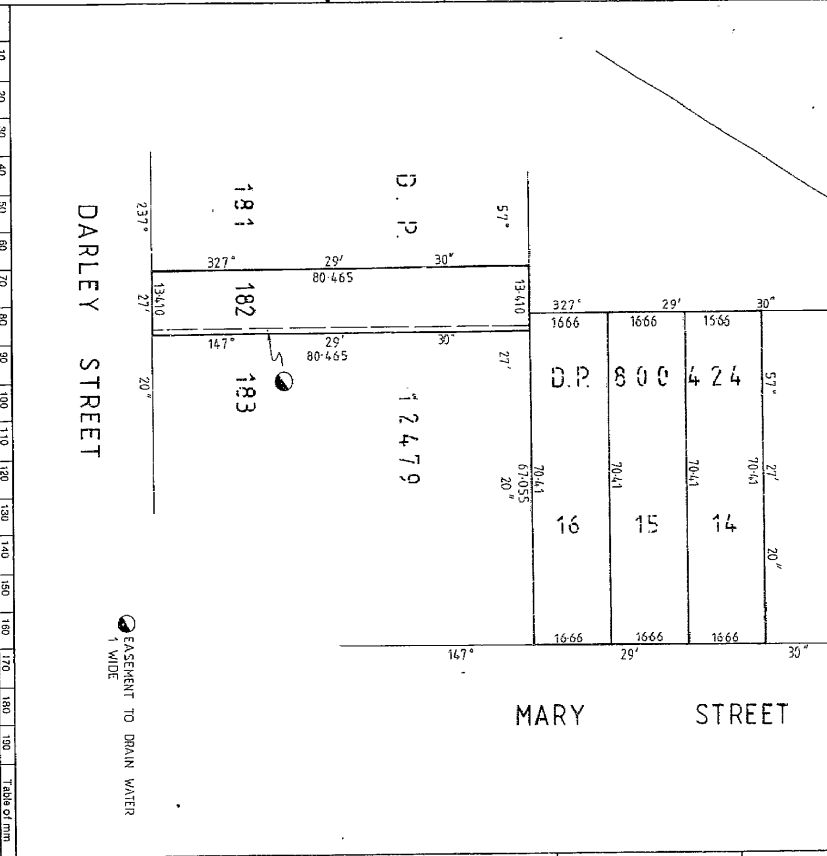
(a) the requirements of the Local Government Act 1919 (other than the requirements for the registration of plans, and (b) the requirements of Part 3 Division 2 of the Water Board Act 1987 and 1 Water Supply Amendment Act 1987 have been complied with by the applicant in relation to the proposed easement, and (c) the easement is set out hereon in accordance with the specifications of the plan.

Date: _____
 Subdivision No.: _____
 Signature: _____
 Council Clerk

Council File No.: _____

This plan is for the opening of a new road or altering the line of a road. It is subject to the provisions of the Engineering Act, 1939, as amended, the Metropolitan Water Sewerage and Drainage Board and the Hunter Drainage Water Board.

† Dates if applicable



WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

10	20	30	40	50	60	70	80	90	100	110	120	130	140
Table of mm													

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day: 7th January, 1991

Form: 15CH
Release: 2-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900



AM809405L

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

(A) TORRENS TITLE	For the common property CP/SP39896	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any MORRIS, HAYES & EDGAR DX 420 SYDNEY PH: 9232-241
	Reference: 35D	LLPN: 123005 B <i>40242236 INTEGRITY</i>
		CODE CH

(C) The Owners-Strata Plan No. 39896 certify that a special resolution was passed on 15/8/2017
(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. BY LAW 23 & 24
Amended by-law No. NOT APPLICABLE
as fully set out below:
SEE ATTACHED ANNEXURE "A"

RELODGED

26 OCT 2017

TIME: 4.04

*26-10-17 E.B. - EYE GAIN
AUTHORISED TO RELOAD*

A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
The seal of The Owners-Strata Plan No. 39896 was affixed on 28/8/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:
Name: DEBBIE KOMINKOVSKI
Authority: ~~PORTFOLIO MANAGER~~
STRATA MANAGER
Signature:
Name:
Authority:



DL

“ANNEXURE A”

Strata Schemes Management Act, 2015 (NSW)

BY-LAWS RELATING TO BEHAVIOUR OF RESIDENTS AND USE OF COMMON PROPERTY OF STRATA PLAN 39896 – 31-35 MARY STREET SHELLHARBOUR

1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

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

5 Damage to common property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.

(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children, or
- (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot, unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) Despite section 62 of the Act, the owner of a lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

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

10 Hanging out of washing

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.

(3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.

(4) In this clause: **washing** includes any clothing, towel, bedding or other article of a similar type.

11 Preservation of fire safety

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

12 Cleaning windows and doors

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

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

13 Storage of inflammable liquids and other substances and materials

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

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

14 Changes to floor coverings and surfaces

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

(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

15 Floor coverings

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

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

16 Garbage disposal

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

(a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and

(b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and

(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and

(e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

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

(a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(3) An owner or occupier of a lot must:

(a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and

(b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

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

17 Keeping of animals

Option A

1. Subject to Section 49(4) of the act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquariums on the lot) on the lot or the common property.
2. The owner's corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

18 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 10.

19 Change in use of lot to be notified

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

20 Provision of amenities or services

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

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

21 Compliance with planning and other requirements

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

22 Service of documents on owner of lot by owners corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

23 Minor Renovations – Applications by lot owners

- 23
1. In this By-law "Minor renovations" include (but are not limited to) work for the purposes of the following:
 - 1.1. renovating a kitchen,
 - 1.2. changing recessed light fittings,
 - 1.3. installing or replacing wood or other hard floors,
 - 1.4. installing or replacing wiring or cabling or power or access points,
 - 1.5. work involving reconfiguring walls,
 - 1.6. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - 1.7. installing a rainwater tank,
 - 1.8. installing a clothesline,
 - 1.9. installing a reverse cycle split system air conditioner,
 - 1.10. installing double or triple glazed windows,
 - 1.11. installing a heat pump,
 - 1.12. installing ceiling insulation,
 - 1.13. installing TV antenna or satellite dishes for pay TV
 - 1.14. installing whirly bird ventilation devices
 - 1.15. installing small awnings or pergolas that do not require council approval and
 - 1.16. any other work added to this list by regulations or by-laws.
 2. Minor renovations must not involve:
 - 2.1. structural changes,
 - 2.2. changes to the external appearance of a lot, or
 - 2.3. waterproofing.
 3. Minor renovations do not include:
 - 3.1. work that involves structural changes,
 - 3.2. work that changes the external appearance of a lot, including the installation of an external access ramp,
 - 3.3. work involving waterproofing,

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- 3.4. work for which consent or another approval is required under any other Act, and
 - 3.5. work that is authorised by a by-law or a common property rights by-law.
4. Before any building work is started by an owner, the owner of a lot **must** give written notice (eg, complete an application form) in the form provided by the Owners Corporation, of the proposed minor renovations/building work, such application to include the following:
 - 4.1. details of the work, including copies of any plans,
 - 4.2. duration and times of the work,
 - 4.3. details of the persons carrying out the work, including qualifications, license and insurances to carry out the work, and
 - 4.4. arrangements to manage any resulting rubbish or debris
 5. An owner of a lot must ensure that:
 - 5.1. any damage caused to any part of the common property by the carrying out of minor renovations by or on behalf of the owner is repaired, and
 - 5.2. the minor renovations and any repairs are carried out in a competent and proper manner.
 6. The Owners Corporation by this By-law has delegated its responsibility to review and assess any application for renovations and alternations, including minor woks.
 7. This means the Strata Committee has the authority to decide an application for consent for minor renovations. Such authority extends to requesting further information from the Lot Owner to consider the application and ultimately accepting or refusing an application.
 8. The Strata Committee will not unreasonably withhold its consent to such applications but applications will only be approved with conditions.
 9. If an application is approved by the Strata Committee, then the Strata Committee will also issue a tax invoice payable by the lot owner. Payment of which is a condition of the approval.
 10. The Lot Owner shall:
 - 10.1. pay to the Owners Corporation any costs (including legal, expert or administrative out of pocket expenses incurred by the Strata Committee in reviewing, considering, requesting further information, approving or refusing the application);
 - 10.2. be responsible for the performance of the duties of the Owners Corporation pursuant to section 144 of the *Strata Schemes Management Act 2015* with respect to the repair, maintenance and insurance relevant to the minor renovations carried out and installed to the Lot; and
 - 10.3. at its own expense, be responsible for the repair, maintenance and upkeep of the minor renovations to the Lots.
 11. If the Lot Owner fails to comply with any obligation under this By-law, then the Owners Corporation may:
 - 11.1. request, in writing, that the Owner complies with the conditions of the approval;
 - 11.2. by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform the obligation;
 - 11.3. recover the costs of such work from the Owner as a debt due; and
 - 11.4. such costs, if not paid at the end of one (1) month after becoming due and payable shall bear, until paid, interest at the annual rate of ten (10) percent.

The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

24

24 Window Safety Devices and Recovery of expenses by Owners Corporation

1. As the obligation under section 118 of the Strata Schemes Management Act 2015 or as amended, is upon the Owners Corporation to ensure that there are complying window safety devices for all common property windows in the strata scheme, the Owners Corporation may choose to install such window safety devices and if such a device is damaged or removed by a person within the lot, then the owner of the lot shall be responsible for the repair and/or replacement of that window safety device.
2. Where it is necessary, at the discretion of the Owners Corporation, to seek to recover from an owner any money that is owed by that owner to the Owners Corporation whether under section 120 of the Strata Schemes Management Act 2015, or as amended, or the By-laws (and also including arrears of levies), then the Owners Corporation shall be entitled to recover such amount spent, together with any amount expended by way of legal costs and outlays (including solicitor and own client costs) including the costs of investigation and of service of process, as a debt in any court of competent jurisdiction from such owner.
3. Where the Owners Corporation spends money to repair damage caused by a breach of the Strata Schemes Management Act 2015, or as amended, or a breach of the By-laws by any owner, mortgagee or covenant chargee in possession, tenant or occupier, then the Owners Corporation is entitled to recover the amount spent, together with any amount expended by way of legal costs and outlays (including solicitor and own client costs) including the costs of investigation and of service of process, as a debt in any court of competent jurisdiction from such owner.
4. Some examples of the type of "expenses" which are recoverable by the Owners Corporation pursuant to this By-law are:

4.1 If an owner of a lot fails to carry out work that is required to be carried out under a notice given to the owner by a public authority (eg, show cause notice from council or a NSW fire compliance notice), then the Owners Corporation may carry out the work and recover the expenses as a debt; and

4.2 If an owner (or the occupier of the lot) damages a window safety device installed within the lot or common property, then the Owners Corporation will spend money to arrange the repair and repair the damage (or replace the window safety device), and such expense (including legal and administrative costs) will be recovered by the Owners Corporation as a debt.

4.3 If an owner has agreed for the Owners Corporation to organise the engagement of a contractor to install the Window Safety Devices in his or her lot and fails to provide access to his or her lot which results in the Owners Corporation incurring fees from the contractor engaged to install the Window Safety Devices.

5. The entitlement of the Owners Corporation to recover its expenses are not limited to the examples in this By-law and such entitlement includes any damage caused to common property by an owner, mortgagee or covenant chargee in possession, tenant or occupier.

** End **

Approved Form 10
Certificate re Initial Period

The Owners Corporation certifies that in respect of the strata scheme Strata Plan 39896

*That the initial period has expired

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

The seal of the Owners – Strata Plan 39896 was affixed on 28th August 2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature: 

Name: Debbie Kominkovski

Date: 28th August 2017

Common Seal



^ Insert appropriate date
*Strike though if inapplicable

Lodger Details

Lodger Code 502458Y
Name PDC LAW
Address PO BOX 214
WOLLONGONG 2520
Lodger Box 1W
Email ADMIN@PDCLAW.AU
Reference 21/2049 SP39896

Land Registry Document Identification

AT565708

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP39896	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP39896
Non-government statutory entity

Meeting Date

20/10/2023

Added by-law No.

Details 26

Amended by-law No.

Details NOT APPLICABLE

Repealed by-law No.

Details NOT APPLICABLE

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP39896
Signer Name LISA DEVINE
Signer Organisation PLANNING DEVELOPMENT COMMERCIAL LAWYERS PTY LIMITED
Signer Role PRACTITIONER CERTIFIER
Execution Date 01/11/2023

"ANNEXURE A"

Strata Schemes Management Act, 2015 (NSW)

BY-LAWS RELATING TO BEHAVIOUR OF RESIDENTS AND USE OF COMMON PROPERTY OF STRATA PLAN
39896 – 31-35 MARY STREET SHELLHARBOUR

1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

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

5 Damage to common property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.

(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children, or
- (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot, unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) Despite section 62 of the Act, the owner of a lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

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



7 Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

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

10 Hanging out of washing

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.

(3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.

(4) In this clause: **washing** includes any clothing, towel, bedding or other article of a similar type.

11 Preservation of fire safety

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

12 Cleaning windows and doors

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

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

13 Storage of inflammable liquids and other substances and materials

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

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

14 Changes to floor coverings and surfaces

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

(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

15 Floor coverings

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

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(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

16 Garbage disposal

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

(a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and

(b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and

(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and

(e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

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

(a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(3) An owner or occupier of a lot must:

(a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and

(b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

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

17 Keeping of animals

Option A

1. Subject to Section 49(4) of the act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquariums on the lot) on the lot or the common property.

2. The owner's corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

18 Appearance of lot

(1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.



(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 10.

19 Change in use of lot to be notified

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

20 Provision of amenities or services

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) window cleaning,
- (b) garbage disposal and recycling services,
- (c) electricity, water or gas supply,
- (d) telecommunication services (for example, cable television).

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

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

21 Compliance with planning and other requirements

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

22 Service of documents on owner of lot by owners corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

23 Minor Renovations – Applications by lot owners

- 1. In this By-law "Minor renovations" include (but are not limited to) work for the purposes of the following:
 - 1.1. renovating a kitchen,
 - 1.2. changing recessed light fittings,
 - 1.3. installing or replacing wood or other hard floors,
 - 1.4. installing or replacing wiring or cabling or power or access points,
 - 1.5. work involving reconfiguring walls,
 - 1.6. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - 1.7. installing a rainwater tank,
 - 1.8. installing a clothesline,
 - 1.9. installing a reverse cycle split system air conditioner,
 - 1.10. installing double or triple glazed windows,
 - 1.11. installing a heat pump,
 - 1.12. Installing ceiling insulation,
 - 1.13. Installing TV antenna or satellite dishes for pay TV
 - 1.14. installing whirly bird ventilation devices
 - 1.15. installing small awnings or pergolas that do not require council approval and
 - 1.16. any other work added to this list by regulations or by-laws.
- 2. Minor renovations must not involve:
 - 2.1. structural changes,
 - 2.2. changes to the external appearance of a lot, or
 - 2.3. waterproofing.

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3. Minor renovations do not include:
 - 3.1. work that involves structural changes,
 - 3.2. work that changes the external appearance of a lot, including the installation of an external access ramp,
 - 3.3. work involving waterproofing,
 - 3.4. work for which consent or another approval is required under any other Act, and
 - 3.5. work that is authorised by a by-law or a common property rights by-law.
4. Before any building work is started by an owner, the owner of a lot **must** give written notice (eg, complete an application form) in the form provided by the Owners Corporation, of the proposed minor renovations/building work, such application to include the following:
 - 4.1. details of the work, including copies of any plans,
 - 4.2. duration and times of the work,
 - 4.3. details of the persons carrying out the work, including qualifications, license and insurances to carry out the work, and
 - 4.4. arrangements to manage any resulting rubbish or debris
5. An owner of a lot must ensure that:
 - 5.1. any damage caused to any part of the common property by the carrying out of minor renovations by or on behalf of the owner is repaired, and
 - 5.2. the minor renovations and any repairs are carried out in a competent and proper manner.
6. The Owners Corporation by this By-law has delegated its responsibility to review and assess any application for renovations and alternations, including minor woks.
7. This means the Strata Committee has the authority to decide an application for consent for minor renovations. Such authority extends to requesting further information from the Lot Owner to consider the application and ultimately accepting or refusing an application.
8. The Strata Committee will not unreasonably withhold its consent to such applications but applications will only be approved with conditions.
9. If an application is approved by the Strata Committee, then the Strata Committee will also issue a tax invoice payable by the lot owner. Payment of which is a condition of the approval.
10. The Lot Owner shall:
 - 10.1. pay to the Owners Corporation any costs (including legal, expert or administrative out of pocket expenses incurred by the Strata Committee in reviewing, considering, requesting further information, approving or refusing the application);
 - 10.2. be responsible for the performance of the duties of the Owners Corporation pursuant to section 144 of the *Strata Schemes Management Act 2015* with respect to the repair, maintenance and insurance relevant to the minor renovations carried out and installed to the Lot; and
 - 10.3. at its own expense, be responsible for the repair, maintenance and upkeep of the minor renovations to the Lots.
11. If the Lot Owner fails to comply with any obligation under this By-law, then the Owners Corporation may:
 - 11.1. request, in writing, that the Owner complies with the conditions of the approval;
 - 11.2. by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform the obligation;
 - 11.3. recover the costs of such work from the Owner as a debt due; and
 - 11.4. such costs, if not paid at the end of one (1) month after becoming due and payable shall bear, until paid, interest at the annual rate of ten (10) percent.

The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.



24 Window Safety Devices and Recovery of expenses by Owners Corporation

1. As the obligation under section 118 of the Strata Schemes Management Act 2015 or as amended, is upon the Owners Corporation to ensure that there are complying window safety devices for all common property windows in the strata scheme, the Owners Corporation may choose to install such window safety devices and if such a device is damaged or removed by a person within the lot, then the owner of the lot shall be responsible for the repair and/or replacement of that window safety device.

2. Where it is necessary, at the discretion of the Owners Corporation, to seek to recover from an owner any money that is owed by that owner to the Owners Corporation whether under section 120 of the Strata Schemes Management Act 2015, or as amended, or the By-laws (and also including arrears of levies), then the Owners Corporation shall be entitled to recover such amount spent, together with any amount expended by way of legal costs and outlays (including solicitor and own client costs) including the costs of investigation and of service of process, as a debt in any court of competent jurisdiction from such owner.

3. Where the Owners Corporation spends money to repair damage caused by a breach of the Strata Schemes Management Act 2015, or as amended, or a breach of the By-laws by any owner, mortgagee or covenant chargee in possession, tenant or occupier, then the Owners Corporation is entitled to recover the amount spent, together with any amount expended by way of legal costs and outlays (including solicitor and own client costs) including the costs of investigation and of service of process, as a debt in any court of competent jurisdiction from such owner.

4. Some examples of the type of "expenses" which are recoverable by the Owners Corporation pursuant to this By-law are:

4.1 If an owner of a lot fails to carry out work that is required to be carried out under a notice given to the owner by a public authority (eg, show cause notice from council or a NSW fire compliance notice), then the Owners Corporation may carry out the work and recover the expenses as a debt; and

4.2 If an owner (or the occupier of the lot) damages a window safety device installed within the lot or common property, then the Owners Corporation will spend money to arrange the repair and repair the damage (or replace the window safety device), and such expense (including legal and administrative costs) will be recovered by the Owners Corporation as a debt.

4.3 If an owner has agreed for the Owners Corporation to organise the engagement of a contractor to install the Window Safety Devices in his or her lot and fails to provide access to his or her lot which results in the Owners Corporation incurring fees from the contractor engaged to install the Window Safety Devices.

5. The entitlement of the Owners Corporation to recover its expenses are not limited to the examples in this By-law and such entitlement includes any damage caused to common property by an owner, mortgagee or covenant chargee in possession, tenant or occupier.

25 Exclusive Use of Parking

1. Introduction

This by-law gives each of the owners of lots 1 - 14 exclusive use and enjoyment of separate parking spaces on common property on certain conditions.

1. Grant of Exclusive Use Rights

The owners for the time being of the lots identified in the first column of the schedule below (collectively the "owners" and each an "owner") shall have the exclusive use and enjoyment of the common property parking spaces specified in the second column of that schedule opposite their respective lot numbers (collectively the "parking spaces" and each a "parking space") upon and subject to the conditions of this by-law.

2. Conditions for Exclusive Use Rights

(a) No Fee

The owners shall not be required to pay a fee or rent to the owners corporation in consideration of the exclusive use rights granted to the owners pursuant to this by-law.



(b) Cleaning

Each owner must keep their parking spaces clean, neat and tidy including washing down their parking spaces where necessary to remove any grease or oil from the parking spaces.

(c) Maintenance

Each owner must properly maintain and keep in a state of good and serviceable repair their parking spaces and, where necessary, renew or replace any fixtures or fittings comprised in their parking space.

(d) Restriction on Use

Each owner must ensure that their parking spaces are not used for any purpose other than for the purpose of parking a vehicle (excluding a truck or vehicle weighing more than two tonnes) or motor cycle in each parking space.

(e) Use of Parking Spaces

Each owner may permit any occupier of their lot to use their parking spaces in accordance with this by-law.

(f) Compliance with Laws

Each owner must comply with all laws and the requirements of the Local Council that are applicable to their parking spaces.

(g) Breach of By-Law

If an owner breaches any condition of this by-law, the owners corporation may enter their parking space, remedy the breach and recover as a debt due from the owner the costs of remedying the breach and the expenses of the owners corporation incurred in recovering those costs.

26 Lot 14 Works

PART 1: PREAMBLE

1.1 This by-law is enacted in accordance with Parts 6 and 7 of the Strata Schemes Management Act 2015.

1.2 The purpose of this by-law is to grant the Owner the right to conduct works on their lot and the common property as specified herein.

1.3 The rights conferred by this by-law shall be for the exclusive benefit of the Owner.

PART 2: DEFINITIONS AND INTERPRETATION

Definitions

2.1 In this by-law, unless contextually specified otherwise:

(a) "Act" refers to the Strata Schemes Management Act 2015.

(b) "Authority" encompasses any government, semi-government, statutory, judicial, quasi-judicial, public, or other entity with jurisdiction over the Lot or the Building, including but not limited to the local council, a court, or a tribunal.

(c) "Building" refers to the property situated at 31-35 Mary St, Shellharbour.

(d) "Lot" pertains to lot 14 in Strata Plan No 39896.

(e) "Owner" denotes the current Owner of the lot.

(f) "Works" refers to the specific works to be carried out by the Owner, as detailed below:

WORKS:

- Bathroom and Laundry Renovation, including waterproofing
- Kitchen upgrade (counters, tile backsplash & cupboards)
- Addition of Colourbond Fence and gate.
- Replacement of Clothesline.

THAT: The Works shall not cause damage to or interfere with the structural integrity of the building. The Works shall comply with all applicable laws and conditions of development consent.



Interpretation

2.2 In this by-law, unless contextually specified otherwise or permitted:

- (a) The singular includes the plural and vice versa.
- (b) Any gender includes other genders.
- (c) Terms used in the by-law shall have the same meaning as those defined in the Act.
- (d) Reference to the Owners Corporation includes, where applicable, the building manager, strata managing agent, any member of the strata committee, or any person authorised by the Owners Corporation.
- (e) References to legislation include amendments and replacements to such legislation.
- (f) Reference to the Owner includes the Owner's executors, administrators, successors, permitted assigns, or transferees.
- (g) In case of any inconsistency between the by-laws applicable to the Strata Plan and this by-law, the provisions shall prevail.
- (h) If any provision or part of a provision in this by-law is deemed void, invalid, or unenforceable, it shall be severed from this by-law (or that provision) to the extent of its voidness, invalidity, or unenforceability. However, the remainder of this by-law and the relevant provision shall remain fully effective.

PART 3: GRANT OF RIGHT

3.1 Subject to Part 4 of this by-law, the Owner shall be granted:

- (a) Exclusive use and enjoyment of those parts of the common property occupied by the Works.
- (b) A special privilege to conduct the Works on the common property.

PART 4: CONDITIONS

Before Commencement

4.1 Before commencing the Works, the Owner must submit the following to the Owners Corporation for approval:

- (a) Details of the proposed commencement and completion dates for the Works.
- (b) All completed plans and specifications pertaining to the Works.
- (c) Copies of insurance certificates from the Owner's contractor, with the Owners Corporation named as a beneficiary, including:
 - (i) Contractor's All Risk insurance with public liability coverage of \$20,000,000.00.
 - (ii) Where applicable, Home warranty insurance under the Home Building Act 1989.
 - (iii) Workers' compensation insurance.
- (d) License details and certification of the contractor engaged by the Owner for the Works.
- (e) Copies of any necessary orders, consents, permits, or approvals from relevant Authorities, including any conditions of development consent issued under the Environmental Planning and Assessment Act 1979.
- (f) Upon request by the Owners Corporation, a dilapidation report:
 - (i) In written form.
 - (ii) Prepared by a structural engineer approved by the Owners Corporation.
 - (iii) Including photographs of all areas of the building that may be affected by the Works.
- (g) Upon request by the Owners Corporation, a report from an approved consultant qualified in the field outlining the impact of the Works on the building's structural integrity.

4.2 At least 48 hours before commencing the Works, the Owner shall coordinate with the Owners Corporation to:

- (a) Establish suitable times and methods for the Owner's contractor to access the building.
- (b) Arrange suitable times and methods for parking vehicles used by the Owner's contractor while the Works are underway.

Performance of the Works

4.3 During the execution of the Works, the Owner must:

- (a) Transport all items, including construction materials, equipment, and debris, in compliance with the reasonable directives of the Owners Corporation.



- (b) Protect all areas of the building, both internal and external, from damage caused by:
 - (i) The Works.
 - (ii) The transportation of construction materials, equipment, debris, and associated items.
 - (iii) The removal of any part of the Works.
- (c) Maintain cleanliness and tidiness in all areas of the building outside the lot.
- (d) Limit the execution of Works to the following times:
 - (i) Noisy building activities, including concrete drilling or constant hammering, between 9:00 am and 3:00 pm, Monday to Friday.
 - (ii) Extremely noisy activities, such as jackhammering and rotary hammer drilling, limited to a single four (4) hour period per week, excluding Sundays and public holidays.
 - (iii) Other activities between 7:30 am and 4:00 pm, Monday to Friday, and from 8:00 am to 3:00 pm on Saturday.
- (e) Provide the Owners Corporation with written notice at least 48 hours before any noisy building activity associated with the Works.
- (f) Refrain from conducting the Work on Sundays and public holidays.
- (g) Keep the door to the lot closed at all times to prevent the spread of dust to other areas of the building.
- (h) Arrange for immediately removing all construction materials and debris from the building, with no material or debris deposited in common property garbage chutes, bins, skips, or common areas.
- (i) Take all reasonable steps to minimize discomfort, disturbance, obstruction, or interference with the use and enjoyment of other occupants in the building.
- (j) Ensure that the common property remains clean of any waste generated by the Works, in accordance with the directions of the Owners Corporation.
- (k) Comply with all requirements, directives, and orders of the Owners Corporation and any relevant Authority, and ensure the Owner's contractor complies.
- (l) Connect any necessary services for the operation of the Works to the lot's electricity or an appropriate supply.
- (m) Obtain written consent from the Owners Corporation and, where required, from any relevant Authority before making any variations to the Works.

4.4 The Works shall be conducted:

- (a) In a proper and workmanlike manner.
- (b) In compliance with all applicable building codes and standards.
- (c) In accordance with the approved drawings, specifications, and any relevant Authority requirements.
- (d) In compliance with the Home Building Act 1989 (NSW).
- (e) Using new materials that are fit for their intended purpose.
- (f) Undertaken by appropriately licensed contractors.
- (g) With due diligence and within the specified time or within a reasonable timeframe if no time is specified.
- (h) In a manner that ensures the resulting Works are suitable for occupation.

Completion of the Works

4.5 Upon completion of the Works, the Owner must:

- (a) Provide written notification to the Owners Corporation without undue delay, confirming the completion of the Works.
- (b) Supply the Owners Corporation with copies of all relevant certifications for the Works, including warranties, guarantees, and trade certifications.
- (c) Furnish the Owners Corporation, upon request, with a certification from an approved consultant or engineer confirming that:
 - (i) The Works have been satisfactorily completed in accordance with this by-law.
 - (ii) Any necessary remedial works to rectify damage to a lot or the common property have been satisfactorily completed.

Default

4.6 In the event of the Owner's failure to comply with any obligations under this by-law:

- (a) The Owners Corporation may request, in writing, that the Owner rectifies the breach, and the Owner must take all reasonable steps to comply with the Owners Corporation's request.



(b) Without prejudice to any other rights, the Owners Corporation may enter the lot to inspect and undertake any necessary work to rectify the Owner's breach of this by-law.

(c) The Owner shall indemnify the Owners Corporation against any liability, costs, losses, or expenses incurred by the Owners Corporation as a result of conducting any work to rectify the Owner's breach of this by-law.

(d) The Owners Corporation may, in a competent court, recover as a debt all reasonable costs incurred in relation to the Owner's breach of this by-law. Such costs may include interest, strata managing agent's fees, expert fees, legal costs, and any other expenses reasonably incurred by the Owners Corporation in recovering such a debt.

Ongoing Responsibilities and Indemnity

4.7 At the Owner's expense, the Owner must:

(a) Undertake all necessary works to restore affected areas of the common property to a condition comparable to adjacent areas if any part of the Works is removed.

(b) Properly maintain and upkeep the Works and those parts of the lot covered by this by-law in a state of good and serviceable repair.

(c) Maintain the Works in a state of good and serviceable repair, repairing or replacing them as necessary.

4.8 The Owner must provide the Owners Corporation with access to inspect the lot upon reasonable written request within 24 hours of such request.

4.9 The Works shall remain the property of the Owner.

4.10 The Owner must indemnify the Owners Corporation against any legal liability, costs, losses, claims, demands, or proceedings arising from or relating to any injury, loss, or damage to any person or any part of the building, including common property or any lot, caused by or arising from the Works.

Cost of By-law, Approvals, and Certification

4.11 The Owner shall bear all costs associated with the Works and any work required by the Owners Corporation pursuant to this by-law, including but not limited to:

(a) The drafting, consideration, and approval of this by-law.

(b) The approval of plans, drawings, or other relevant documentation related to the Works.

(c) Obtaining and reviewing any certifications related to the Works



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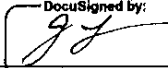
CONSENT TO BY-LAW FOR STRATA PLAN 39896

Number of Lot	14
Names of Lot Owners	Joanne Turner
Proposed By-Laws providing for the maintenance of the common property by the owners	By-Law 26

I/We, the owner/owners of the above lot, consent to the making of the above-proposed by-laws and acknowledge that these provide that ongoing maintenance of certain common property may become our obligation as a result of these by-laws.

Date of signature: 3/10/2023 | 8:34 PM PDT

Date of signature:

DocuSigned by:

0CE97BA3C94742A...

Signature 1

Signature 2

Date of signature:

Date of signature:

Signature 3

Signature 4



Form: 15CH
Release: 2-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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

(A) TORRENS TITLE	For the common property CP/SP 39896	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any PDC LAWYERS PO BOX 214 WOLLONGONG NSW 2520 Reference: _____
		CODE CH

- (C) The Owners-Strata Plan No. 39896 certify that a special resolution was passed on 20/10/2023
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. 26
Amended by-law No. NOT APPLICABLE
as fully set out below:
SEE ATTACHED ANNEXURE A

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 39896 was affixed on 30/10/2023 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: *Erin Williams*

Name: ERIN WILLIAMS

Authority: STRATA MANAGER

Signature:

Name:

Authority:



Erin Williams

Applicant:

Active Property Conveyancing Pty Ltd
674 Kembla Street
WOLLONGONG NSW 2500

reception@activeconveyancing.com.au

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

Applicants Reference: 245849

Certificate No: PL0018/2024

Print Date: 10 January 2024

LAND DESCRIPTION:

5/31-35 Mary Street SHELLHARBOUR NSW 2529

Lot 5 SP 39896

Land ID: 17673

Disclaimer

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

Title Information

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

Inspection of the land

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

PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)

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

1. Name of Relevant Planning Instruments and DCPs

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

Local Environmental Plan

Shellharbour Local Environmental Plan 2013.
Reference should also be made to NSW Legislation website
www.legislation.nsw.gov.au for full details regarding this LEP.

State Environmental Planning Policies

SEPP No 65 - Design Quality Of Residential Flat Development.

SEPP - Building Sustainability Index: Basix 2004.

SEPP - (Exempt & Complying Development Codes) 2008.

SEPP (Housing) 2021

SEPP (Biodiversity & Conservation) 2021

SEPP (Industry & Employment) 2021

SEPP (Planning Systems) 2021

SEPP (Primary Production) 2021

SEPP (Resilience & Hazards) 2021

SEPP (Resources & Energy) 2021

SEPP (Transport & Infrastructure) 2021

SEPP - (Precincts Regional) 2021.

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

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

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

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

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

Technical Policies

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

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

Planning Proposal – Local Environmental Plans

No exhibited Draft Local Environmental Plans.

Draft State Environmental Planning Policies

The Explanation of Intended Effect (EIE) is being publicly exhibited by the Department of Planning and Environment until 23/02/2024. It proposes changes to the R2 Low Density Residential Zone and R3 Medium Density Residential Zone where they are located within a certain distance of:

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

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

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

.....
Exhibited Technical Policies

There are no Exhibited Technical Policies on this land.

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

No exhibited draft Development Control Plans apply to the land.

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

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

2. ZONING AND LAND USE UNDER RELEVANT LEPs

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

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

Shellharbour LEP 2013 - R3 Medium Density Residential.

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

Shellharbour LEP 2013 - R3: Home occupations.

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

Shellharbour LEP 2013 - R3: Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Jetties; Marinas; Mooring pens; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Residential accommodation; Respite day care centres; Roads; Seniors housing; Serviced apartments; Tank-based aquaculture; Water reticulation systems.

.....
2.4 For what purposes is development prohibited within the zone?

Shellharbour LEP 2013 - R3: Pond-based aquaculture; Rural workers' dwellings;
Any other development not specified in clause 2.2 or 2.3.

2.5 Whether additional permitted uses apply to land?

Shellharbour LEP 2013 - No.

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

Shellharbour LEP 2013 - No.

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

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

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

Shellharbour LEP 2013 - No.

2.8 Is the land in a conservation area?

Shellharbour LEP 2013 - No.

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

Shellharbour LEP 2013 - No.

3. CONTRIBUTIONS PLAN

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

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

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

.....
3.2 If the land is in a special contributions area under the Act, Division 7.1, the name of the area?

No.

4. COMPLYING DEVELOPMENT

4.1 If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of those clauses.

4.2 If complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

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

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

Housing Code

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

Rural Housing Code

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

Agritourism and Farm Stay Accommodation Code

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

Low Rise Housing Diversity Code

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

Greenfield Housing Code

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

Housing Alterations Code

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

General Development Code

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

Industrial and Business Alterations Code

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

Industrial and Business Buildings Code

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

Container Recycling Facilities Code

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

Subdivisions Code

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

Demolition Code

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

Fire Safety Code

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

5 EXEMPT DEVELOPMENT

- 5.1** If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.16(1) (b1) to (d) or 1.16A.
- 5.2** If exempt development may not be carried out on the land because of the provisions of clauses 1.16(1) (b1) to (d) or 1.16A, the reasons why it may not be carried out under those clauses.

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

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

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

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

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

No.

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

No.

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

No.

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

7. **LAND RESERVED FOR ACQUISITION**

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

Shellharbour LEP 2013 - No.

8. **ROAD WIDENING AND ROAD ALIGNMENT**

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

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

No.

(b) Any environment planning instrument?

No.

(c) Any resolution of the Council?

No.

9 FLOOD RELATED DEVELOPMENT CONTROLS

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

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

9.2 Is the land or part of the land between the flood planning area and the probable maximum flood and subject to flood related development controls?

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

9.3 In this 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; and probable maximum flood has the same meaning as in the Floodplain Development Manual.

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

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

10.1 Landslip

No.

10.2 Bushfire

No.

.....
10.3 Tidal Inundation

No.

10.4 Subsidence

No.

10.5 Acid Sulphate Soils

No.

10.6 Contamination

No.

10.7 Aircraft Noise

No.

10.8 Salinity

No.

10.9 Coastal Hazards

No.

10.10 Sea Level Rise

No.

10.11 Any Other Risk

No.

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

11. BUSH FIRE PRONE LAND

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

No.

12. **LOOSE FILL ASBESTOS INSULATION**

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

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

13. **MINE SUBSIDENCE**

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

No.

14. **PAPER SUBDIVISION INFORMATION**

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

Not applicable.

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

Not applicable.

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

15. **PROPERTY VEGETATIONS PLAN**

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

No.

16. **BIODIVERSITY STEWARDSHIP SITES**

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

No.

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

17. **BIODIVERSITY CERTIFIED LAND**

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

No.

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

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

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

No.

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

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

Not applicable.

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

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

20. **WESTERN SYDNEY AEROTROPOLIS**

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

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

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

No.

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

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

No.

22.2 The period for which the certificate is current is?

Not Applicable.

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

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

No.

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

No.

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

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

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

No.

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

No.

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

No.

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

No.

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

No.

PART B: NOTATIONS

There are no Part B notations on this property.

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

Authorised by:
Mike Archer
Chief Executive Officer

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

Sewer Service Diagram

Application Number: 8003060224

SEWERAGE SERVICE DIAGRAM

M.W.S. & D.B.

MUNICIPALITY OF SHELLHARBOUR SUBURB OF SHELLHARBOUR

Copy of Diagram No. 76543

INDICATES - DRAINAGE FITTINGS		INDICATES - PLUMBING FIXTURES & OR FITTINGS	
■	Manhole	CO	Clear Out
□ Chr.	Chamber	O V	Vent Pipe
● L.H.	Lamp Hole	T	Tubs
⊠	Boundary Trap	K	Kitchen Sink
⊞	Inspection Shaft	W	Water Closet
⊕	Pit	B	Bath Waste
⊞	Grease Interceptor	H	Handbasin
⊞	Gully	O SV	Soil Vent Pipe
⊞ P	P. Trap	BS	Bar Sink
⊞ R	Reflux Valve	LS	Lab Sink
⊞	Cleaning Eye	WS	Waste Stack
⊞ Vert.	Vertical Pipe		
IP	Induct Pipe		
MF	Mica Flap		
Jn.	Junction		
• RP	Rodding Point		

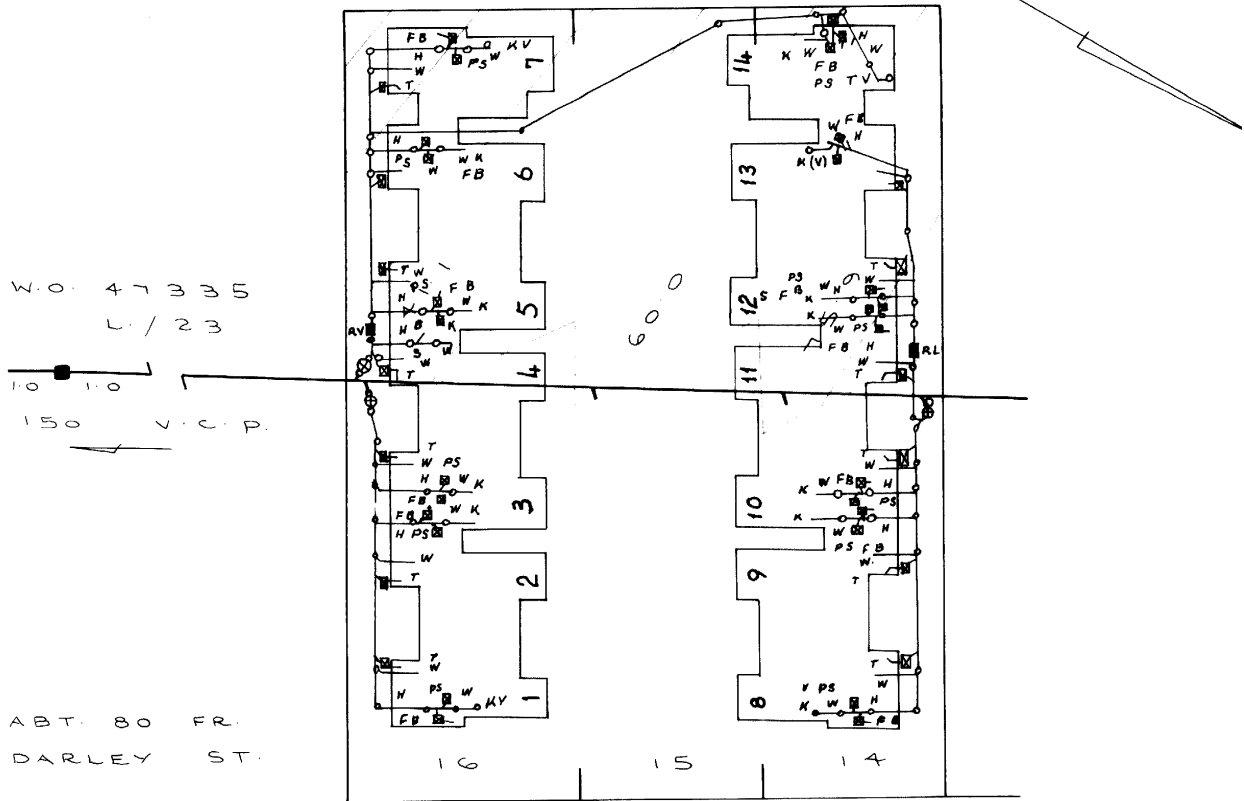


SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 Of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By Law 8, Clause 3).

BOS 3170



100 04998 21

MARY ST.

ST.

PN 475680(4, 5, 6)

Scale: Approx. 1:500

Distances/depths in metres

pipe diameters in millimetres

W.s _____ Inspector _____	DRAINAGE Inspected by	Date of Issue _____	PLUMBING Inspected	YES	NO
	Cert. Of Compliance No. _____		Inspector _____		
Ur.s _____ Field Diagram Examined by _____		Outfall SHELL	Cert. Of Compliance No. _____		
Sewer Ref. _____ Sheet No. 11839		Drainer _____ Plumber _____	For Regional Manager _____		
Tracing Checked by _____	Boundary Trap is not required				

Connection Date: _____

Form 77-644 IA4 No. 1 (April '87) S217 I441 Water Board Printing Services

Document generated at 09-01-2024 03:50:14 PM

Disclaimer

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



Revenue

Enquiry ID 4046734
Agent ID 81429403
Issue Date 22 Jan 2024
Correspondence ID 1778369098
Your reference 245849

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

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

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
S39896/5	Unit 5, 31-35 MARY ST SHELLHARBOUR 2529	\$241 500	Not Opted In

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

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

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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

* Overseas customers call +61 2 7808 6906
Help in community languages is available.