

Contract for the sale and purchase of land - 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		phone ref
co-agent		
vendor		
vendor's solicitor		phone ref
date of completion	21 TAURUS STREET, BADAGARANG NSW 2540	
Land (address, plan details and title reference)	Registered Lot 409 in Deposited Plan 1307813 Folio Identifier 409/1307813	

improvements VACANT POSSESSION subject to existing tenancies
 house garage carport home unit carspace storage space
 none other: VACANT LAND

attached copies documents in the List of Documents as marked or numbered:
 other documents: see items 58 in the List of Documents

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

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

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

GST AMOUNT (optional) The price includes GST.

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 sealed and delivered by NewPro 23 Pty Ltd (ACN 639 931 589) by its attorney Paul Dante Magagnino pursuant to the Deed of Appointment of Attorney dated 7 April 2022 registered book 4835 no 856 in the presence of:</p> <p>_____</p> <p>Paul Dante Magagnino</p> <p>_____</p> <p>Witness</p> <p>_____</p> <p>Name of Witness</p> <p>_____</p> <p>Address of Witness</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>

Choices

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

Nominated Electronic Lodgment Network ELN (clause 4) PEXA

Manual transaction (clause 30) NO yes

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

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

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

Land tax is adjustable NO yes

GST: Taxable supply no YES IN FULL yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment*: (GST residential withholding payment) no YES (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name: NewPro 23 Pty Ltd atf NewPro 23 Unit Trust

Supplier's ABN: 89 143 367 184

Supplier's GST branch number (if applicable):

Supplier's business address: PO Box 3630 Rouse Hill NSW 2155

Supplier's representative: michael@newquestproperty.com.au

Supplier's contact phone number: (02) 8904 0752

Supplier's proportion of *GSTRW payment*: \$42,910.00

Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate): \$42,910.00

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

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

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

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

List of Documents

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

1.1 In this contract, these terms (in any form) mean –

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- ### • Purchaser
- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

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33. Inconsistencies between clauses

- 33.1 If there is any inconsistency between any of the clauses 1 to 32 inclusive and the following clauses, then the provisions of the following clauses prevail.

34. General

34.1 Amendment to standard conditions

34.1.1 The printed provisions of this contract are amended as follows:

- (a) the first line of clause 7.1 is replaced with, “the vendor can rescind (and need not establish reasonable grounds for doing so) if in the case of claims that are not claims for delay”;
- (b) clause 7.1.1 is deleted;
- (c) clause 7.1.3 is replaced with “the purchaser does not serve notice waiving the claims within 7 days after that service; and”;
- (d) clause 10.1 is replaced with “the purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of”;
- (e) clause 10.1.10 is included as follows “any claim, grant, notice, order or declaration in connection with native title land rights or heritage protection under legislation, a tax under the GST Act, the common law or otherwise”;
- (f) clause 13.8 is deleted;
- (g) clause 14.4 is deleted; and
- (h) clause 16.4 is deleted.

35. Notice to serve form of transfer and/or complete

- 35.1 If this contract is not completed on the completion date by the time specified in this contract:
- 35.1.1 the vendor can *serve* a notice including a notice *served* after that time to require the purchaser to complete *within* not less than 14 days after *service* of the notice and to make the time for doing so essential;
 - 35.1.2 the purchaser can *serve* a notice to require the vendor to complete *within* not less than 14 days after *service* of the notice and to make the time for doing so essential.
- 35.2 The periods referred to in this clause are deemed reasonable for all purposes.
- 35.3 The party *servicing* a notice under this clause can withdraw that notice and subsequently *serve* a further notice instead of that notice.
- 35.4 If a notice is served under clause 35.1.1, the purchaser must pay to the vendor on completion, \$440.00 (including GST) to cover the vendor’s additional legal costs.
- 35.5 The purchaser cannot require the vendor to complete unless costs payable under this clause are paid to the vendor on completion.

36. Interest

- 36.1 If completion does not occur on or before the completion date as a result of the breach or default of the purchaser, the purchaser must pay to the vendor on completion interest on

the balance of the price at the rate of 8% per annum calculated at a daily rate from the completion date to the actual date of completion ("*interest period*").

- 36.2 Clause 36.1 does not apply in respect of any part of the *interest period* during which completion has been delayed due to the fault of the vendor.
- 36.3 The purchaser cannot require the vendor to complete unless the costs payable under this clause are paid to the vendor on completion.

37. Termination and Rescission

37.1 If a party to this contract:

37.1.1 is a corporation and before completion:

- (a) it enters into a scheme;
- (b) it makes any arrangement for the benefit of creditors;
- (c) an order is made to wind up the party;
- (d) a liquidator, administrator or official manager is appointed in respect of the party;
- (e) a mortgagee enters into possession of all or a substantial part of the assets of the party;
- (f) it is deemed by any relevant legislation to be unable to pay its debts; or
- (g) a receiver, receiver and manager or agent of a mortgagee is appointed to all or a substantial part of the assets of the party; or

37.1.2 is an individual who before completion is declared bankrupt,

then that party is in default under this contract and the other party may terminate this contract.

37.2 If a party to this contract is an individual who before completion:

37.2.1 dies; or

37.2.2 becomes incapable of managing its own affairs due to unsoundness of mind,

then that party is in default under this contract and the other party may rescind this contract and the provisions of clause 19 shall apply.

38. Agent

- 38.1 The purchaser warrants that the purchaser was not introduced to the vendor or to the property directly or indirectly by any real estate agent (other than the agent (if any) nominated in this contract) or any other person.
- 38.2 The purchaser indemnifies the vendor against any claims, suits, demands and actions by any agent or any other person arising out of or as a consequence of a breach of the warranty in clause 38.1.
- 38.3 This clause shall not merge on completion.

39. Caveat by purchaser

- 39.1 The purchaser must not lodge a caveat with the New South Wales office of the Department of Lands over the title of the property.
- 39.2 If, contrary to clause 39.1, the purchaser lodges a caveat over the title of the property, the vendor will be entitled to claim liquidated damages from the purchaser on or before completion. The vendor and the purchaser agree that the amount of liquidated damages will equal damages suffered by the vendor as a result of the breach of the purchaser's obligations pursuant to clause 39.1 of this contract, inclusive of expenses, fees and legal costs on a solicitor/client basis.
- 39.3 The purchaser shall not be entitled to require the vendor to complete this contract unless such liquidated damages are paid to the vendor in cash on completion and it is an essential term of this contract that such amount be so paid.
- 39.4 The purchaser shall indemnify and keep indemnified the vendor against any loss or damage which the vendor may incur or suffer as a consequence of any breach by the purchaser of this condition.
- 39.5 Under no circumstances whatsoever is the purchaser entitled to delay completion in respect of any caveat which may be noted on the title to the property pursuant to which an interest is claimed in the property by the purchaser or any person associated with the purchaser.
- 39.6 Clauses 39.1 and 39.2 are essential terms of this contract.

40. Condition of property

- 40.1 The purchaser acknowledges that it is purchasing the property in an "as is" condition:
- 40.1.1 subject to all faults and defects (if any) whether patent or latent;
- 40.1.2 subject to any adverse affectations;
- 40.1.3 in its present condition and state of repair; and
- 40.1.4 subject to any infestation or dilapidation and that the purchaser accepts the property in its present condition.
- 40.2 Clause 10.2 applies to all inclusions, fixtures and fittings included in the sale and the purchaser accepts them in their present state and condition, subject to fair wear and tear. The vendor is not responsible for any loss or mechanical breakdown in relation to the fittings and fixtures occurring after the date of this contract.

41. Electronic exchange

- 41.1 The exchange of copies of this contract and of the signatures page by email or other electronic means shall be valid and binding as original signatures and shall be considered an agreement of the respective parties to fully execute and deliver originally signed copies of this contract.

42. Sewer Diagram

- 42.1 The vendor discloses, and the purchaser acknowledges, that:
- 42.1.1 the land is vacant and there are no improvements or structures of a permanent or temporary nature that are connected to any sewer, water or drainage pipes; and
- 42.1.2 the only sewer diagram available from Shoalhaven City Council is attached to this contract; and

- 42.3 The purchaser shall not raise any requisition, claim or delay completion or rescind or terminate this contract as a result of the matters disclosed in this clause 42.

43. Adjustments

43.1 Council rates

- 43.1.1 If, at completion, a separate assessment for Council rates in respect of the property for the year current at completion has not been issued, no regard is to be had to the actual separate assessment if and when it issues and:
- (a) the vendor must pay or procure the payment of the actual separate assessment if and when it issues;
 - (b) on completion the purchaser must adjust the sum of \$625.00 per quarter and in accordance with clause 14; and
 - (c) the purchaser must not delay settlement if *council* rates have not been paid on completion.
- 43.1.2 Despite clause 43.1.1, the vendor may at its sole discretion elect to adjust Council rates on a quarterly basis as unpaid, if, at completion, a separate assessment for Council rates in respect of the property for the rates quarter current at completion has not been issued. If such election is made, then:
- (a) the amount that will be adjusted for the quarter current as at the completion date is \$625.00 per quarter;
 - (b) where the rates are adjusted as unpaid, the purchaser must pay or procure the payment of the actual separate assessment if and when it issues; and
 - (c) the purchaser must not delay settlement if Council rates have not been paid on completion.

43.2 Land tax

- 43.2.1 The vendor must pay or procure the payment of any assessment for land tax for any land, which includes the property or for the property, to the extent necessary to free the property from any charge for payment of land tax. The purchaser must not delay settlement if land tax has not been paid on completion. On completion the purchaser must adjust the sum of \$1,000.00 per annum on a multiple holding basis and otherwise in accordance with clause 14.

44. Foreign purchaser

- 44.1 The purchaser warrants that the purchaser is not a 'foreign person' within the meaning of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) ('*FATA*') or 'a person to whom this section applies' within the meaning of that expression in section 26A of the *FATA* (a '*foreign purchaser*').
- 44.2 The purchaser acknowledges that the vendor has entered into this contract on the basis that the representations and warranties contained in this clause 45 are true and not misleading.
- 44.3 In the event that any of the purchaser's representations and warranties contained in this clause 45 are not true or are misleading, the vendor may make a claim against the purchaser, delay completion or rescind or terminate this contract.

- 44.3 In the event that any of the purchaser's representations and warranties contained in this clause 45 are not true or are misleading, the vendor may make a claim against the purchaser, delay completion or rescind or terminate this contract.

45. Guarantee

- 45.1 If the purchaser is a corporation (and not listed on any Australian stock exchange), it must ensure that two natural persons who are:
- 45.1.1 over the age of 18 years; and
- 45.1.2 directors and/or substantial shareholders of the purchaser,
- execute and deliver to the vendor's solicitors on the date of this contract a deed of guarantee in the form which comprises Schedule 3 to this contract.

46. Vendor's design guidelines

- 46.1 In this clause 46:
- 46.1.1 '*s88B*' means the section 88B instrument for DP1307813; and
- 46.1.2 '*vendor's design guidelines*' means the vendors design guidelines referred to in the *s88B*, in the form attached to this contract at Schedule 2.
- 46.2 The purchaser warrants that it has read and agrees to abide by the *vendor's design guidelines*, as required by the *s88B*.

47. GST

Price

- 47.1 The price includes Goods and Services Tax ("GST") payable by the vendor.

GSTRW payment

- 47.2 The vendor notifies the purchaser that a *GSTRW payment* is required, and the details of that *GSTRW payment* are those details specified on page 3 of this contract, or as otherwise directed by the vendor, in the event that the vendor notifies the purchaser prior to completion of this contract of any change to the *GSTRW payment* details.
- 47.3 The purchaser must comply with clause 13.14 of this contract.

48. Christmas closure

- 48.1 The parties agree that despite anything to the contrary contained in this contract, completion of this contract will not be required to take place during the period between 24 December and 2 January in any year.
- 48.2 If the date for completion falls prior to the period referred to in clause 48 but completion does not take place by that date through no fault of the vendor then the provisions of clauses 35 and 36 will apply as from the due date for completion until completion takes place including during the period referred to in special condition 48.1.

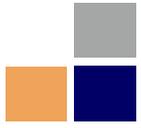
49. Rebate

- 49.1 On completion of this contract, the vendor will make an adjustment in favour of the purchaser in the sum of **\$22,000.00**

50. Payment of deposit

Payment of deposit

- 50.1 It is an essential provision that the purchaser must pay the deposit of **\$47,200.00** (10% of the purchase price):
- 50.1.1 as to the sum of **\$23,600.00** to the deposit holder on the making of this contract; and
- 50.1.2 as to the sum of **\$23,600.00** being the balance of the deposit, the same shall remain as a loan by the vendor to the purchaser repayable to the vendor:
- (a) upon the purchaser in the opinion of the vendor acting reasonably, failing to comply with this contract in a essential respect and the vendor serving notice of demand for repayment; or
- (b) on completion,
- whichever actually occurs.



Schedule 1 – Requisitions on title and replies to requisitions

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: NewPro 23 Pty Ltd
Purchaser: The purchaser described on the front page of this contract
Property: The property described on the front page of this contract
Dated: The date of this contract

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 (a 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.
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.
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 outgoing 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 is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
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.
 - (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 or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (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)*.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the 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. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (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 or 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.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? 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
 - (iii) 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.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) 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 including cladding?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

25. 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

26. 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.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
28. 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.
29. 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.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. 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.

REPLIES TO REQUISITIONS ON TITLE

Possession and Tenancies

1. Noted.
2. No.
3. (a-f) Does not apply.
4. Does not apply.
5. (a-b) Does not apply.

Title

6. Noted.
7. Noted, with the exception of any caveat lodged by or on behalf of the purchaser.
8. Not that the Vendor is aware.
9. Does not apply. The title documents are in electronic form.
10. No.

Adjustments

11. Noted.
12. Yes.
 - (a) Presumably the current land tax year.
 - (b) The Vendor is unaware.
13. The Vendor relies on the contract.

Survey and Building

14. Noted.
15. No.
16.
 - (a) Yes, so far as the Vendor is aware.
 - (b) Not that the Vendor is aware.
 - (c) No.
 - (d) No.
 - (e) Does not apply.
17.
 - (a) The Vendor relies on the contract, the Vendor cannot speak for predecessors in title.
 - (b) The Vendor relies on the contract.
18. Does not apply.
19.
 - (a) Presumed to belong to the Vendor jointly with adjoining owners.
 - (b) No.
 - (c) Does not apply.
 - (d) No.
 - (e) No.

Affectations/Benefits

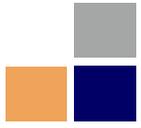
20.
 - (a) The Vendor relies on the contract.
 - (b) Does not apply.
21.
 - (a) The Vendor relies on the Contract and the Purchasers should rely on their own enquiries.
 - (b-c) Other than what is disclosed in the contract.
22. (a-f) Other than what is disclosed in the contract.
23.
 - (a) The Property has available for connection by the Purchasers as part of their building process water, sewerage, drainage, electricity and NBN services.
 - (b-c) The Vendor relies on the Contract and the Purchasers should rely on their own enquiries.
24. No.

Capacity

25. The trustee confirms it holds the power to sell.

Requisitions and Transfer

26. Noted.
27. The Vendor relies on the Contract.
28. Noted.
29. Not agreed.
30. The Vendor relies on the Contract.
31. This alleged right is not admitted.
32. Our replies are correct to the date this Contract.



Schedule 2 – Vendor’s design guidelines

Design Guidelines

House designs must comply with the following Design Guidelines that are included in the Land Sale Contract:

FRONT FAÇADE AND SECONDARY STREET FAÇADE FOR CORNER LOTS

Must include articulation and a mix of materials and colours.

FRONT LANDSCAPING

One 100L tree to be installed in the front yard of the house, and incorporated into the front landscaping.

NO SLIDING WINDOWS

To primary/front or secondary street façades (awning or double hung permitted).

BRICK COLOUR

Speckled or red and black face bricks are not permitted.

MASONRY LETTERBOX PIER

In face brick or painted in a colour that matches the house. 450mm wide x 1000mm high.

ANY RETAINING WALLS VISIBLE

From the street or public place must be masonry.

FRONT FENCES

Are not allowed. Hedges are permitted.

SIDE FENCES

Must be constructed out of Colourbond in 'Basalt' at 1800mm high, this can be reduced to 1500mm high when built on top of a retaining wall.
Must not extend forward of a point, 700mm back from the front of the dwelling or the neighbouring dwelling (whichever is further back).

FENCES (CORNER LOTS)

On the secondary street must be 1800mm Colourbond in 'Basalt', masonry piers in a face brick or bagged and painted in a colour that matches the house. Length should be a maximum of half the boundary measured from the rear.

ROOF PALETTE

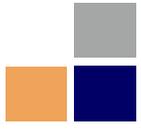
Tiles or Metal roofing is permitted in grey, navy or beige colours, excluding tones such as Colourbond Mangrove, Evening Haze, Terrain, Manor Red, Cottage Green, Pale Eucalypt and Classic Cream.

Explore your new Haven

HAVENESTATE.COM.AU

H A V E N

ESTATE



**Schedule 3 – Vendor’s foreign resident capital gains withholding
clearance certificate**



THE TRUSTEE FOR NEWPRO 23 UNIT TRUST
C/- SARAH PEARSALL
SUITE 25 19 BOLTON STREET
NEWCASTLE NSW 2300

Our reference: 7155780236399
Phone: 13 28 66
17 January 2025

Your foreign resident capital gains withholding clearance certificate

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

Hello,

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

Notice number	2411037030022
Vendor name	NEWPRO 23 PTY LTD THE TRUSTEE FOR NEWPRO 23 UNIT TRUST

Clearance Certificate Period 1 December 2024 to 16 January 2026

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

Yours faithfully,
Emma Rosenzweig
Deputy Commissioner of Taxation

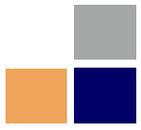
NEED HELP

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

CONTACT US

In Australia? Phone us on
13 28 66

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



Schedule 4 – Prescribed documents



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 409/1307813

SEARCH DATE	TIME	EDITION NO	DATE
15/7/2025	4:01 PM	1	15/1/2025

LAND

LOT 409 IN DEPOSITED PLAN 1307813
AT BADAGARANG
LOCAL GOVERNMENT AREA SHOALHAVEN
PARISH OF ILLAROO COUNTY OF CAMDEN
TITLE DIAGRAM DP1307813

FIRST SCHEDULE

NEWPRO 23 PTY LTD

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1281802 EASEMENT FOR BATTER 10 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1281802 EASEMENT TO DRAIN WATER 10 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 AT45996 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA
- * 5 AU416788 CAVEAT BY SHOALHAVEN CITY COUNCIL
- 6 DP1307813 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1307813 EASEMENT FOR DRAINAGE OF SEWAGE 3.6 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1307813 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 9 DP1307813 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 10 DP1307813 POSITIVE COVENANT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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PRINTED ON 15/7/2025

SSM86556 FD

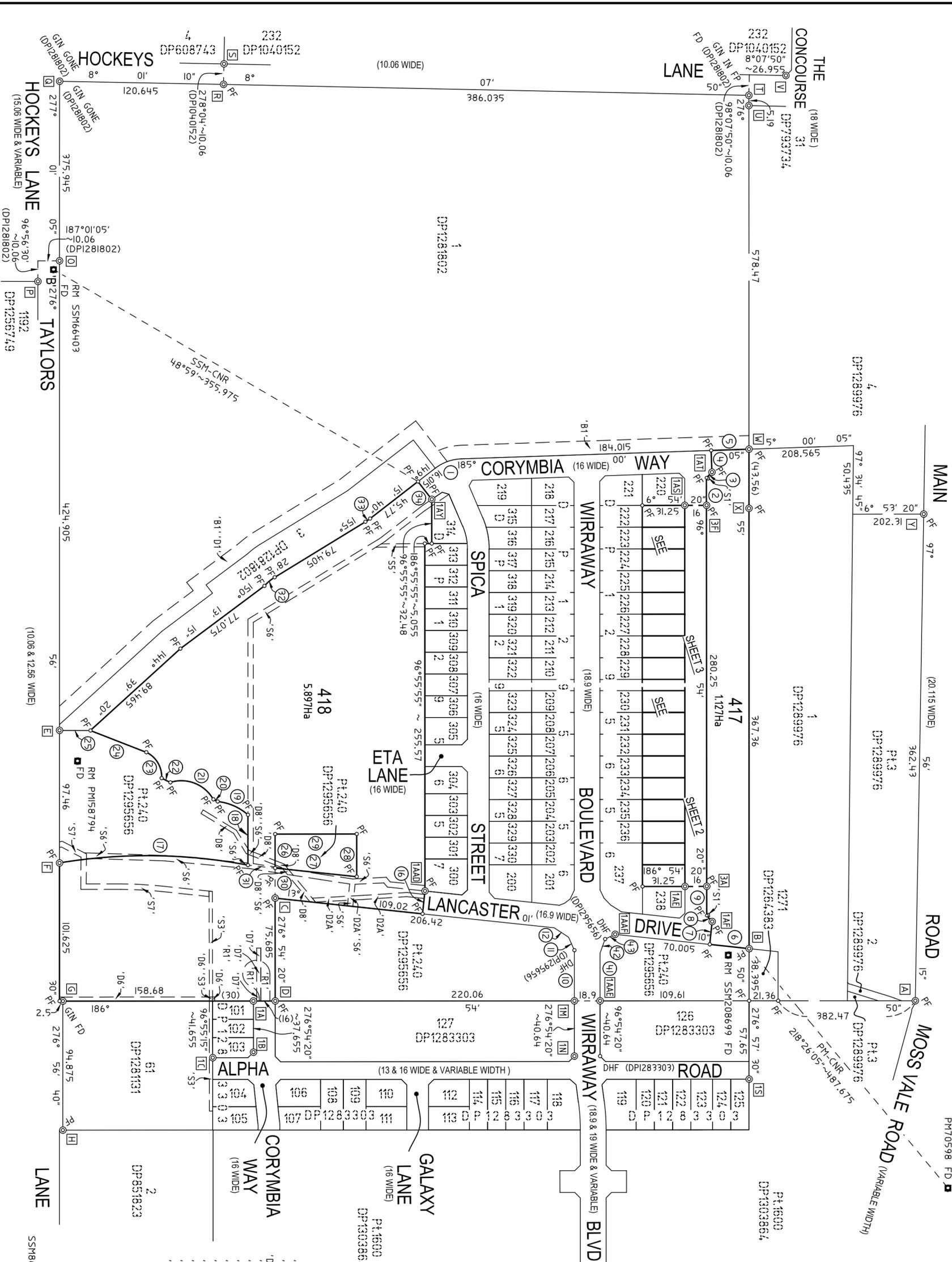


SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	167°07'55"	20.25	20.58	33
17	187°36'45"	138.63	139.355	395
19	30°35'35"	24.295	24.675	40.5
21	28°29'45"	34.05	36.845	27
23	66°16'45"	22.155	23.48	20
32	146°53'25"	9.84	9.875	33
33	152°21'50"	1.84	1.84	17

SCHEDULE OF SHORT LINES

No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
2	96°54'20"	20.29	22	32°41'05"	7.1
3	140°57'10"	5.75	24	28°17'55"	44.09
4	275°00'05"	16	25	6°56'35"	22.76
5	5°00'05"	27.835	26	276°54'20"	25
6	13°01'10"	29.115	27	193°01'10"	60.345
7	103°01'10"	16.9	28	96°54'20"	31.425
8	54°57'45"	5.95	29	186°54'20"	60
9	96°54'20"	21.44	30	276°54'20"	22.12
10	276°54'20"	37.23	31	193°01'10"	20.11
11	73°04'25"	10.475	34	239°15'40"	16.555
12	40°04'55"	12.645	41	96°54'20"	35
16	103°01'10"	16.9	42	116°28'45"	11.065
18	96°54'20"	37.02	43	161°24'30"	8.16
20	33°56'05"	3.54			



- NOTES
1. PF DENOTES PEG FOUND
 2. DHF DENOTES DRILL HOLE FOUND
- 'B1' - EASEMENT FOR BATTER 10 WIDE (DP1281802)
 - 'D1' - EASEMENT TO DRAIN WATER 10 WIDE (DP1281802)
 - 'D2A' - EASEMENT TO DRAIN WATER 3 WIDE (DP1295656)
 - 'D6' - EASEMENT TO DRAIN WATER 3 WIDE (DP1283303) No. 5
 - 'D7' - EASEMENT TO DRAIN WATER 3 WIDE (DP1283303) No. 6
 - 'D8' - EASEMENT TO DRAIN WATER 3 WIDE (DP1283303) No. 7
 - 'R1' - RIGHT OF ACCESS VARIABLE WIDTH (DP1283303) (NO. 3)
 - 'S1' - EASEMENT FOR DRAINAGE OF SEWAGE 2.4 WIDE (DP1295656)
 - 'S3' - EASEMENT FOR DRAINAGE OF SEWAGE 2.4 WIDE (DP1283303)
 - 'S5' - EASEMENT FOR DRAINAGE OF SEWAGE 2.4 WIDE (DP1295657)
 - 'S6' - EASEMENT FOR DRAINAGE OF SEWAGE 4 WIDE (DP1295656)
 - 'S7' - EASEMENT FOR DRAINAGE OF SEWAGE 4 WIDE (DP1283303)

SURVEYOR
Name: MATTHEW JOHN HYNES
Collins International Engineering & Design NSW
Date: 27/6/2024
Reference: 23-0633 Stage 3 MH

PLAN OF
SUBDIVISION OF LOT 331 IN DP1295657

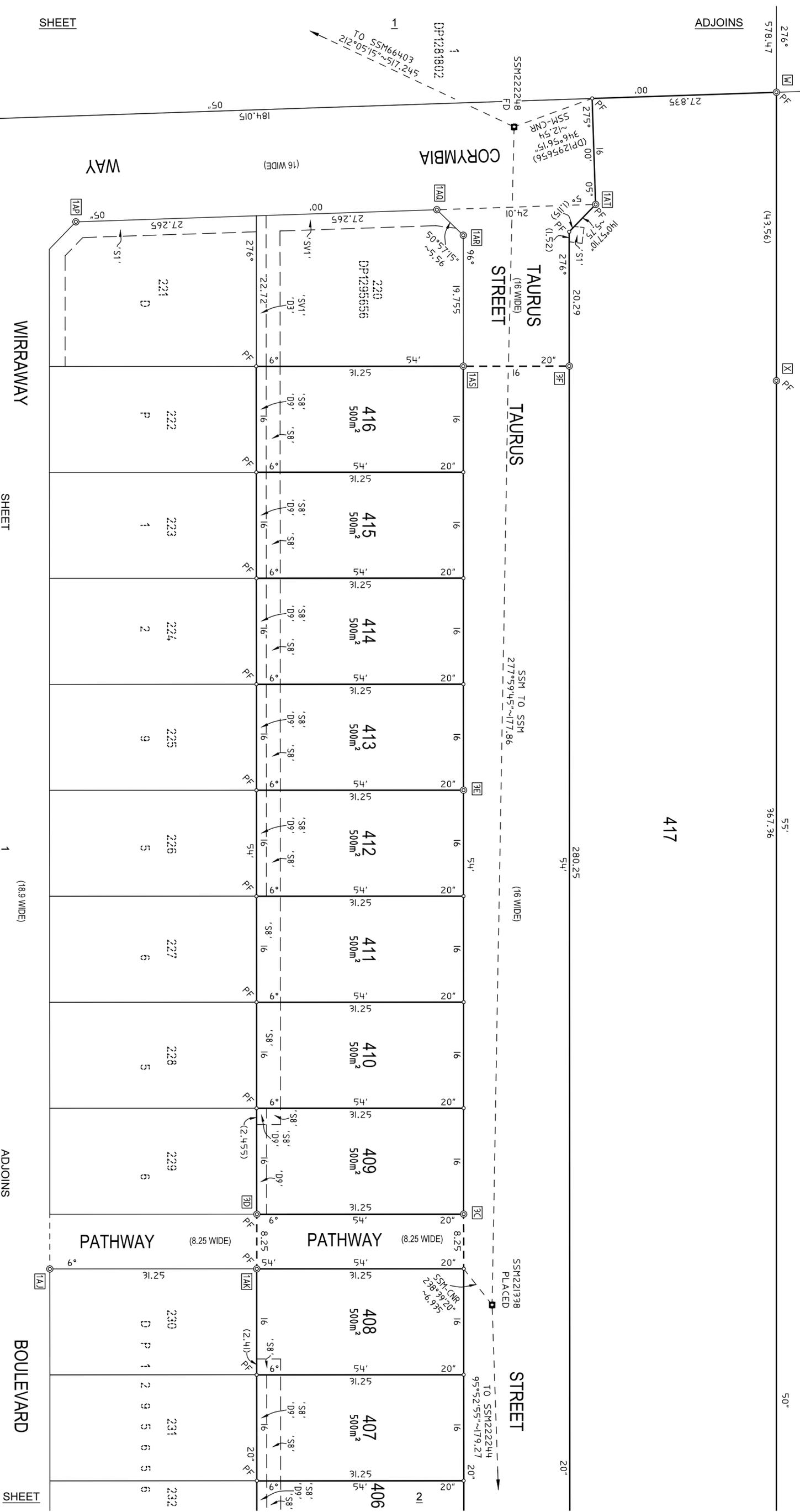
LGA: SHOALHAVEN
Locality: BADAGARANG
Reduction Ratio: 1: 2000
Lengths are in metres

Registered
15/01/2025

DP1307813

NOTE
 1. PF - DENOTES PEG FOUND

'D3' - EASEMENT TO DRAIN WATER 1.5 WIDE (DP1295656)
 'D9' - EASEMENT TO DRAIN WATER 1.5 WIDE (DP1295656)
 'S1' - EASEMENT FOR DRAINAGE OF SEWAGE 2.4 WIDE (DP1295656)
 'S8' - EASEMENT FOR DRAINAGE OF SEWAGE 3.6 WIDE
 'SV1' - EASEMENT FOR DRAINAGE OF SEWAGE 2.4 & 3.6 WIDE & VARIABLE WIDTH (DP1295656)



SEE SHEET 4 FOR
 REFERENCE MARKS SCHEDULE

SURVEYOR
 Name: MATTHEW JOHN HYNES
 Collins International Engineering & Design NSW
 Date: 27/6/2024
 Reference: 23-0633 Stage 3 MH

PLAN OF
 SUBDIVISION OF LOT 331 IN DP1295657

LGA: SHOALHAVEN
Locality: BADAGARANG
Reduction Ratio: 1: 400
 Lengths are in metres

Registered
 15/01/2025

DP1307813

COORDINATE SCHEDULE						
MARK	MGA COORDINATES	CLASS	PU	METHOD	STATE	
SSM66403	277094.037	6142893.598	B	0.03	SCIMS	FOUND
PM70598	278036.406	6143709.610	B	0.02	SCIMS	FOUND
SSM6556	279307.056	6143472.453	B	0.02	SCIMS	FOUND
SSM6591	278026	6142772	U	N/A	SCIMS	FOUND
PM158794	277536	6142854	U	N/A	SCIMS	FOUND
SSM208699	277734	614327	U	N/A	SCIMS	FOUND
SSM22244	277723.381	6143288.791	D	N/A	CADASTRAL TRAVERSE	FOUND
SSM22248	277368.858	6143331.913	D	N/A	CADASTRAL TRAVERSE	FOUND
SSM21338	277545.024	6143307.164	D	N/A	CADASTRAL TRAVERSE	PLACED

DATE OF SCIMS COORDINATES: 13th DECEMBER 2023
 MGA ZONE: 56
 COMBINED SCALE FACTOR: 1.000194
 MGA DATUM: GDA2020

DATUM LINE AND MGA TRAVERSE							
FROM	MARK	TO	MGA GROUND BEARING	MGA GROUND DISTANCE	SURVEY BEARING	SURVEY DISTANCE	
PM70598	A	SSM66403	B	229°06'37"	1246.327	229°06'37"	1246.328
PM70598		SSM6556	B	100°34'20"	1292.341	100°34'20"	1292.345
SSM6556		SSM66403	B	255°20'30"	2287.028	255°20'31"	2287.030
SSM66403		PM158794	B	N/A	N/A	95°08'11"	444.115
PM158794		SSM208699	B	N/A	N/A	22°37'10"	512.392
SSM208699		PM70598	B	N/A	N/A	38°21'18"	487.943
SSM66403		SSM6591	B	N/A	N/A	97°30'12"	941.507
SSM6591		SSM6556	B	N/A	N/A	61°15'10"	1458.965

HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	PU	HEIGHT DATUM VALIDATION	STATE
PM70598	65.565	B	0.02		FOUND
SSM6556	22.872	B	0.02	FROM SCIMS - DATUM VALIDATION	FOUND
PM158794	47.60	B	-		FOUND
SSM208699	55.895	B	-		FOUND
SSM21338	56.79	B	-		PLACED

DATE OF SCIMS AHD VALUES: 13th DECEMBER 2023
 HEIGHT DATUM: AHD71

HEIGHT DIFFERENCE SCHEDULE			
FROM	MARK	TO	METHOD
PM70598	SSM6556	PM158794	GSSS HEIGHTING
SSM6556	PM158794	SSM21338	GSSS HEIGHTING
PM158794	SSM208699	SSM21338	GSSS HEIGHTING
SSM21338	PM70598	SSM208699	GSSS HEIGHTING

SCHEDULE OF REFERENCE MARKS					
CNR	BEARING	DISTANCE	DESCRIPTION	DP	STATUS
A	2°36'	12.665	RM STAR PICKET FD	(DP 1286350)	
B	330°17'30"	0.725	RM SSM208699 FD	(DP 1264383)	
C	238°52'50"	0.85	RM GIP FD	(DP 1256748)	
D	139°06'	2.6	RM GIP FD	(DP 1256748)	
E	248°12'20"	26.075	RM PM158794 FD	(DP 1256748)	
F	148°53'10"	1.06	RM GIP FD	(DP 1256748)	
G	127°34'	5.89	RM GIP FD	(DP 1256748)	
H	118°54'35"	1.03	RM GIP FD	(DP 1256748)	
I	104°41'55"	2.98	REF TREE FOUND	(DP 621553)	
O	277°48'05"	11.505	RM SSM66403 FD	(DP 1281802)	
P	151°52'20"	11.505	RM SSM66403 FD	(DP 1256749)	
Q	277°48'05"	12.14	RM GIP FD	(DP 1281802)	
R	100°22'05"	0.7	RM GIP FD	(DP 1281802)	
S	278°00'55"	0.455	RM GIP FD	(DP 585925)	
T	358°37'05"	10.955	RM NAIL & W FD	(DP 1281802)	
U	126°17'20"	3.945	RM DH&W FD	(DP 1281802)	
V	188°07'50"	13.75 & 22.39	RM DH&W FD	(DP 1034706)	
W	6°07'05"	1.015	RM GIP FD	(DP 1281802)	
X	297°24'45"	1.95	RM GIP FD	(DP 1281802)	
Y	117°43'45"	2.29	RM GIP FD	(DP 1264383)	
1A	221°52'	4.775	RM DH&W FD	(DP 1283303)	
1A	203°20'	12.57	RM DH&W FD	(DP 1283303)	
1B	188°52'	3.875	RM DH&W FD	(DP 1283303)	
1B	183°02'	12.145	RM DH&W FD	(DP 1283303)	
1C	249°53'	4.43	RM DH&W FD	(DP 1283303)	
1C	259°04'	12.65	RM DH&W FD	(DP 1283303)	
1M	122°21'	8.075	RM DH&W FD	(DP 1283303)	
1M	170°59'	15.195	RM DH&W FD	(DP 1283303)	
1N	160°50'	3.585	RM DH&W FD	(DP 1283303)	
1N	174°51'	14.965	RM DH&W FD	(DP 1283303)	
1S	82°49'	3.985	RM DH&W FD	(DP 1283303)	
1S	82°39'	12.48	RM DH&W FD	(DP 1283303)	
3A	7°11'	3.965	RM DH&W FD ADD REF BY ME (DP 1295656)		
3B	188°50'	3.871	RM DH&W		
3B	184°05'	12.105	RM DH&W		
3C	189°12'	3.88	RM DH&W		
3C	190°01'	12.075	RM DH&W		
3D	242°08'	4.985	RM DH&W FD ADD REF BY ME (DP 1295656)		
3E	178°45'	3.94	RM DH&W		
3E	184°51'	12.09	RM DH&W		
3F	12°52'	3.95	RM DH&W FD ADD REF BY ME (DP 1295656)		

SCHEDULE OF REFERENCE MARKS					
CNR	BEARING	DISTANCE	DESCRIPTION	DP	STATUS
1AB	247°58'	6	RM DH&W FD	(DP 1295656)	
1AB	262°04'	15.515	RM DH&W FD	(DP 1295656)	
1AC	286°08'	3.83	RM DH&W FD	(DP 1295656)	
1AC	283°09'	16.03	RM DH&W FD	(DP 1295656)	
1AD	187°32'	3.8	RM DH&W FD	(DP 1295656)	
1AD	193°06'	12.075	RM DH&W FD	(DP 1295656)	
1AE	190°15'	3.87	RM DH&W FD	(DP 1295656)	
1AE	186°49'	12.035	RM DH&W FD	(DP 1295656)	
1AE	304°01'	17.16	RM DH&W FD	(DP 1295656)	
1AF	301°50'	3.985	RM DH&W FD	(DP 1295656)	
1AJ	4°44'	4.28	RM SSM22244 FD	(DP 1295656)	
1AJ	75°22'	11.52	RM DH&W FD	(DP 1295656)	
1AK	131°18'	5.035	RM DH&W FD	(DP 1295656)	
1AK	60°47'	5.13	RM DH&W FD	(DP 1295656)	
1AP	103°33'	3.91	RM DH&W FD	(DP 1295656)	
1AP	97°44'	12.105	RM DH&W FD	(DP 1295656)	
1AQ	88°37'	3.88	RM DH&W FD	(DP 1295656)	
1AQ	84°25'	12.29	RM DH&W FD	(DP 1295656)	
1AR	181°41'	3.77	RM DH&W FD	(DP 1295656)	
1AR	186°00'	12.055	RM DH&W FD	(DP 1295656)	
1AS	190°09'	3.865	RM DH&W FD	(DP 1295656)	
1AS	184°58'	12.075	RM DH&W FD	(DP 1295656)	
1AT	73°55'	4	RM DH&W FD	(DP 1295656)	
1AT	79°58'	12.48	RM DH&W FD	(DP 1295656)	
1AV	68°35'	4.51	RM DH&W FD	(DP 1295656)	
1AV	75°44'	13.08	RM DH&W FD	(DP 1295656)	
1AA	206°53'	16.19	RM DH&W FD	(DP 1295656)	
1AA	250°21'	19.03	RM DH&W FD	(DP 1295656)	
1AAE	51°06'	5.98	RM DH&W FD	(DP 1295656)	
1AAF	129°29'	0.14	RM DH&W FD	(DP 1295656)	

GNSS VALIDATION SCHEDULE			
FROM	MARK	TO	METHOD
PM70598	SSM66403	SSM208699	EDM TRAVERSE
PM158794	SSM208699	SSM208699	CORS SBRTK GROUND

SBRTK DENOTES SINGLE BASE REAL TIME KINEMATIC

SURVEYOR
 Name: MATTHEW JOHN HYNES
 Collins International Engineering & Design NSW
 Date: 27/6/2024
 Reference: 23-0533 Stage 3 MH

PLAN OF
 SUBDIVISION OF LOT 331 IN DP1295657

LGA: SHOALHAVEN
Locality: BADAGARANG
Reduction Ratio: 1: N/A
 Lengths are in metres

Registered
 15/01/2025

DP1307813

PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 5 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:  15/01/2025</p> <p>Title System: TORRENS</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1307813</h1>	
<p>PLAN OF SUBDIVISION OF LOT 331 IN DP1295657</p>	<p>LGA: SHOALHAVEN Locality: BADAGARANG Parish: ILLAROO County: CAMDEN</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, MATHEW JOHN HYNES of COLLIERS CED (PH:9869 1855) a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><i>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on 27th May 2024</i></p> <p><i>*(b) The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or</i></p> <p><i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</i></p> <p>Datum Line: "A" – "B" Type: *Urban/*Rural The terrain is *Level Undulating / *Steep Mountainous.</p> <p>Signature:  Dated: 27th May 2024 Electronically signed by me – Mathew Hynes. Affixed by me on 27/05/2024</p> <p>Surveyor Identification No: 3761 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><i>*Strike out inappropriate words.</i> <i>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</i></p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p> <p style="text-align: center;">Subdivision Certificate</p> <p>I, PETER JOHNSTON *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  <small>Peter Johnston I am the authorised officer to sign this document 2024-10-20-12:07+11:00</small></p> <p>Registration number: Consent Authority: SHOALHAVEN CITY COUNCIL Date of endorsement: 20 DECEMBER 2024 Subdivision Certificate number: SC24/1082 File number: RA21/1003</p> <p><i>*Strike through if inapplicable.</i></p>	
<p>Plans used in the preparation of survey/compilation.</p> <p>DP585925, DP621553, DP851823, DP1034706, DP1264383, DP1256748, DP1256749, DP1264383, DP1267383, DP1281131, DP1281802, DP1282389, DP1285228, DP1286350, DP1289976, DP1283303, DP1295656, DP1259657, DP1303864</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE TO THE PUBLIC:</p> <ol style="list-style-type: none"> 1. THE EXTENSION OF TAURUS STREET 16 WIDE 2. PATHWAY 8.25 WIDE <p>AS PUBLIC ROAD</p>	
<p>Surveyor's Reference: 23-0633 STAGE 3 MH</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)



15/01/2025

Office Use Only

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOT 331 IN DP1295657

DP1307813

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

Subdivision Certificate number: SC24/1082

Date of Endorsement: 20 DECEMBER 2024

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN THE TERMS OF THE ACCOMPANYING INSTRUMENT, IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 1.5 WIDE (D9)
2. EASEMENT FOR DRAINAGE OF SEWAGE 3.6 WIDE (S8)
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND
5. POSITIVE COVENANT

Surveyor's Reference: 23-0633 STAGE 3 MH

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 5 sheet(s)

 15/01/2025 Office Use Only
Registered:
PLAN OF SUBDIVISION OF LOT 331 IN DP1295657

Office Use Only
DP1307813

Subdivision Certificate number: SC24/1082
 Date of Endorsement: 20 DECEMBER 2024

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

SCHEDULE OF LOTS AND ADDRESSES				
Lot	Street No	Street Name	Street Type	Locality
400	3	Taurus	Street	Badagarang
401	5	Taurus	Street	Badagarang
402	7	Taurus	Street	Badagarang
403	9	Taurus	Street	Badagarang
404	11	Taurus	Street	Badagarang
405	13	Taurus	Street	Badagarang
406	15	Taurus	Street	Badagarang
407	17	Taurus	Street	Badagarang
408	19	Taurus	Street	Badagarang
409	21	Taurus	Street	Badagarang
410	23	Taurus	Street	Badagarang
411	25	Taurus	Street	Badagarang
412	27	Taurus	Street	Badagarang
413	29	Taurus	Street	Badagarang
414	31	Taurus	Street	Badagarang
415	33	Taurus	Street	Badagarang
416	35	Taurus	Street	Badagarang
417	N/A	Taurus	Street	Badagarang
418	N/A	Taurus	Street	Badagarang

N/A DENOTES STREET ADDRESS NOT AVAILABLE .

If space is insufficient use additional annexure sheet

Surveyor's Reference: 23-0633 STAGE 3 MH

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 5 sheet(s)



15/01/2025 Office Use Only

Office Use Only

Registered:

DP1307813

PLAN OF SUBDIVISION OF LOT 331 IN DP1295657

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

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

Subdivision Certificate number: ...SC24/1082.....

Date of Endorsement: ...20 DECEMBER 2024.....

Land Information
NEW SOUTH WALES

I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of witness: *Asha Prasad*

Signature of attorney: *[Signature]*

Name of witness: *Asha Prasad*

Attorney's name: *SHERIN NG*

Address of witness: *11 Harbour St
Sydney NSW*

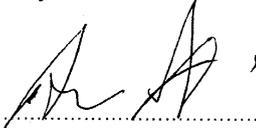
Attorney's position: *KCAA PARTNERSHIP
MANAGER*

Signing on behalf of: COMMONWEALTH
BANK OF AUSTRALIA
ABN 48 123 123 124

Power of attorney - Book: 4548 No. 494

Dated 9/7/2008

Surveyor's Reference: 23-0633 STAGE 3 MH

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 5 of 5 sheet(s)
 15/01/2025 Office Use Only	Office Use Only	
Registered: PLAN OF SUBDIVISION OF LOT 331 IN DP1295657	<h1>DP1307813</h1>	
Subdivision Certificate number: SC24/1082 Date of Endorsement: 20 DECEMBER 2024	This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
SIGNATURES:		
Executed by Newpro 23 Pty. Ltd. (ACN 645 468 980) by authority of its directors in accordance with Section 127 of the Corporations Act 2001:		
 Signature	 Signature	
Stewart Nettleton Name (Block Letters)	NEIL OWEN SMITH Name (Block Letters)	
Director Office Held	Director/Co Sec Office Held	
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 23-0633 STAGE 3 MH		

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

Lengths are in metres

(Sheet 1 of 8 Sheets)

Plan: **DP1307813**

Plan of Subdivision of Lot 331 in DP1295657 covered by Subdivision Certificate No. SC24/1082

Dated... 20 DECEMBER 2024

Full name & address
of Proprietor(s) of the Land:

NEWPRO 23 PTY LTD
Shop 3, 239-247 Pacific Highway
NORTH SYDNEY NSW 2060

Part 1 (Creation)

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (D9)	400 401 402 403 404 405 406 407 409 412 413 414 415 416	401 to 408 incl 402 to 408 incl 403 to 408 incl 404 to 408 incl 405 to 408 incl 406 to 408 incl 407, 408 408 410 411 411, 412 411 to 413 incl 411 to 414 incl 411 to 415 incl
2	Easement for Drainage of Sewage 3.6 wide (S8)	400 to 416 inclusive	Shoalhaven City Council
3	Restriction on the use of Land	400 to 416 inclusive	Shoalhaven City Council
4	Restriction on the Use of Land	400 to 416 inclusive	Every other lot except lot 417
5	Positive Covenant	400 to 416 inclusive	Shoalhaven City Council

APPROVED BY SHOALHAVEN CITY COUNCIL


 Peter Johnston
 I am the authorised officer
 to sign this document
 2024-12-20 12:13*11:00

 Authorised Officer

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

Lengths are in metres

(Sheet 2 of 8 Sheets)

Plan: **DP1307813**

Plan of Subdivision of Lot 331 in DP1295657 covered by Subdivision Certificate No. SC24/1082

Dated... 20 DECEMBER 2024

Part 2 (Terms)

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

Terms of Easement to Drain Water as per Part 3 Schedule 8 of the Conveyancing Act 1919 as amended.

Name of person or Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.

Shoalhaven City Council

2. Terms of easement, profit à prendre, restriction or positive covenant numbered 2 in the plan.

Terms of Easement for Drainage of Sewage as per Part 6 Schedule 4A of the Conveyancing Act 1919 as amended.

Name of person or Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 2 in the plan.

Shoalhaven City Council

3. Terms of easement, profit à prendre, restriction or positive covenant numbered 3 in the plan.

No building or dwelling is permitted to be erected on the lot(s) hereby burdened unless provided with a rainwater tank that:

- a) with a minimum capacity of 10kL in accordance with any BASIX requirements relevant to the proposed dwelling and captures a minimum of 80% of all roof areas from the habitable dwelling with a minimum 6kL dedicated to detention; and
- b) has been certified by a professional engineer (as defined in the national Construction Code) to verify that the rainwater tank has been constructed in accordance with the approved Construction Certificate plans (Certificate must be provided).

Name of person or Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.

Shoalhaven City Council

4. Terms of easement, profit à prendre, restriction or positive covenant numbered 4 in the plan.

- 1) No dividing fence shall be erected on the lot burdened unless it is erected without expense to Newpro 23 Pty Ltd (hereinafter referred to in these Restrictions as to User as "the Vendors"), its successors and assigns other than purchasers on sale.
- 2) All lots must comply with the building specifications and standards contained within the Vendors Design Guidelines from time to time.

APPROVED BY SHOALHAVEN CITY COUNCIL

 Peter Johnston
I am the authorised officer
to sign this document
2024-12-20 12:13+11:00

Authorised Officer

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

Lengths are in metres

(Sheet 3 of 8 Sheets)

Plan: **DP1307813**

Plan of Subdivision of Lot 331 in
DP1295657 covered by Subdivision
Certificate No. SC24/1082

Dated. ~~20~~. DECEMBER 2024.

- 3) No structure of a temporary character or nature which is intended for habitation including, but not without limiting the generally thereof, any basement, tent, shed, shack, garage, trailer, camper or caravan, shall be erected or permitted to remain on the lot burdened.
- 4) No garage shall be erected forward of the main dwelling façade on the lot burdened unless that garage design complies with the Vendors Design Guidelines from time to time.
- 5) No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.
- 6) No noxious, noisome, or offensive occupation, trade, business, manufacturing, or home industry shall be conducted or carried out on any lot burdened.
- 7) No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
- 8) No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of the Vendors having been given to the registered proprietor of the lot burdened. The required approval may be given or withheld at the absolute discretion of the Vendors BUT noting in this restriction shall prevent the registered proprietor of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the dwelling on the relevant lot burdened is for sale IF:
 - 1) Any such sign does not exceed nine hundred millimetres (900mm) in width and nine hundred millimetres (900mm) in height; and
 - 2) Any such sign is painted and/or decorated entirely by a professional signwriter.
- 9) No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless same is used in connection with the erection of a dwelling on the relevant lot burdened.
- 10) No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted on the lot burdened:
 - 1) Unless the lot burdened is maintained in clean and tidy condition as is practicable having regard to the nature of the construction on the lot burdened.
 - 2) Unless all rubbish or refuse generated by such construction works is collected and removed from the lot burdened not less than once every four weeks
- 11) No clothesline shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place BUT noting in this restriction shall prevent the erection and maintenance of a clothesline where all care has been taken to ensure the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.

APPROVED BY SHOALHAVEN CITY COUNCIL


Peter Johnston
I am the authorised officer
to sign this document
2024-12-20 12:14+11:00

.....
Authorised Officer

C & R Ref: 23-0633 Stage 3 88B FINAL 20241107

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

Lengths are in metres

(Sheet 4 of 8 Sheets)

Plan: **DP1307813**

Plan of Subdivision of Lot 331 in DP1295657 covered by Subdivision Certificate No. SC24/1082

Dated...20 DECEMBER 2024.....

- 12) No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either:
 - 1) Not visible from any public road and/or place; or
 - 2) Is screened from any public road and/or place in a manner approved by the Vendor.
- 13) No radio masts and/or antennas shall be erected or permitted to remain on any lot burdened unless the same are not visible from any public road and/or place.
- 14) No television mast and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.
- 15) No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened unless it complies with the requirements of Vendors Design Guidelines from time to time.

Name of person or Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 4 in the plan.

Newpro 23 Pty Limited for such period as they are the registered proprietor of any land benefitted by this restriction. Thereafter, the power shall revert to the beneficiaries of the restrictions.

5. Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan.

- a) At the issue of a subdivision Certificate, and in perpetuity, to ensure ongoing protection from the impact of bushfires, the lot burdened must be managed as an inner protection (IPA) in accordance with the requirements of Appendix 4 of Planning for Bush Fire Protection 2019.
- b) Landscaping within the required asset protection zone must comply with Appendix 4 of Planning for Bush Fire Protection 2019. In this regard the following principles are to be incorporated:
 - 1) A minimum 1 metre wide area (or to the property boundary where the setbacks are less than 1 metre); suitable for pedestrian traffic, must be provided around the immediate curtilage of the building;
 - 2) Planting is limited in the immediate vicinity of the building;
 - 3) Planting does not provide a continuous canopy to the building (i.e. trees or shrubs are isolated or located in small clusters);
 - 4) Landscape species are chosen to ensure tree canopy cover is less than 15% (IPA), and less than 30% (OPA) at maturity and trees do not touch or overhang buildings;
 - 5) Avoid species with rough fibrous bark, or which retain/shed bark in long strips or retain dead material in their canopies;
 - 6) Use smooth bark species of trees species which generally do not carry a fire up the bark into the crown;
 - 7) Avoid planting of deciduous species that may increase fuel at surface/ground level (i.e. leaf litter);
 - 8) Avoid climbing species to walls and pergolas;
 - 9) Locate combustible materials such as woodchips/mulch, flammable fuel stores away from the building;

APPROVED BY SHOALHAVEN CITY COUNCIL



Peter Johnston
I am the authorised officer to
sign this document.
2024-12-20 12:14+11:00

Authorised Officer

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

Lengths are in metres

(Sheet 5 of 8 Sheets)

Plan: **DP1307813**

Plan of Subdivision of Lot 331 in
DP1295657 covered by Subdivision
Certificate No. SC24/1082

Dated. 20 DECEMBER 2024.....

- 10) Locate combustible structures such as garden sheds, pergolas and materials such as timber garden furniture away from the building; and
- 11) Low flammability vegetation species are used.

Name of person or Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 5 in the plan.

Shoalhaven City Council

APPROVED BY SHOALHAVEN CITY COUNCIL



Peter Johnston
I am the authorised officer
to sign this document
2024-12-20 12:14:11:00

.....
Authorised Officer

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

Lengths are in metres

(Sheet 6 of 8 Sheets)

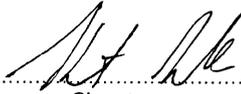
Plan: **DP1307813**

Plan of Subdivision of Lot 331 in DP1295657 covered by Subdivision Certificate No. SC24/1082

Dated...20.DECEMBER 2024.....

SIGNATURES:

Executed by Newpro 23 Pty. Ltd. (ACN 645 468 980) by authority of its directors in accordance with Section 127 of the Corporations Act 2001:



Signature



Signature

Stewart Nettleton

Name (Block Letters)

NEIL OWEN SMITH

Name (Block Letters)

Director

Office Held

Director/Co Sec

Office Held

APPROVED BY SHOALHAVEN CITY COUNCIL



Peter Johnston
I am the authorised officer
to sign this document
2024-12-20 12:14+11:00

Authorised Officer

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

Lengths are in metres

(Sheet 7 of 8 Sheets)

Plan: **DP1307813**

Plan of Subdivision of Lot 331 in DP1295657 covered by Subdivision Certificate No. SC24/1082

Dated 20 DECEMBER 2024

SIGNATURES

Mortgagee:

Land and Property Information NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.
Signature of witness: <u>Ashland</u>	Signature of attorney: <u>[Signature]</u>
Name of witness: <u>Asha Prasad</u>	Attorney's name: <u>SHEARIN & [Signature]</u>
Address of witness: <u>11 Harbour St</u> <u>Sydney NSW</u>	Attorney's position: <u>RELATIONSHIP</u> <u>EXERCISE</u>
	Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
	Power of attorney - Book: <u>4548</u> No. <u>494</u>

Dated 9/7/2008

APPROVED BY SHOALHAVEN CITY COUNCIL

Peter Johnston
Peter Johnston
I am the authorised officer
to sign this document
2024-12-20 12:15+11:00

Authorised Officer

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

Lengths are in metres

(Sheet 8 of 8 Sheets)

Plan: **DP1307813**

Plan of Subdivision of Lot 331 in DP1295657 covered by Subdivision Certificate No. SC24/1082

Dated. 20 DECEMBER 2024

SIGNATURES:

Executed on behalf of **SHOALHAVEN CITY COUNCIL** by its authorised delegate pursuant to s.377 Local Government Act 1993



Peter Johnston
I am the authorised officer
to sign this document
2024-12-20 12:17+11:00

Signature of Authorised Delegate

Name of Authorised Delegate (Please Print): **PETER JOHNSTON - ACTING MANAGER, DEVELOPMENT SERVICES**

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



Vicki Dale
I am the witness of the
Authorised Officer
2024-12-20 12:17+11:00

Signature of Witness

VICKI LYN DALE
Name of Witness (IN BLOCK LETTERS)

36 BRIDGE ROAD, NOWRA 2541
Address of Witness

APPROVED BY SHOALHAVEN CITY COUNCIL



Peter Johnston
I am the authorised officer
to sign this document
2024-12-20 12:17+11:00

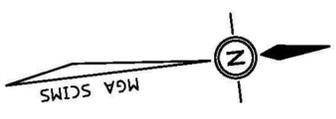
Authorised Officer

C & R Ref: 23-0633 Stage 3 88B FINAL 20241107

REGISTERED:



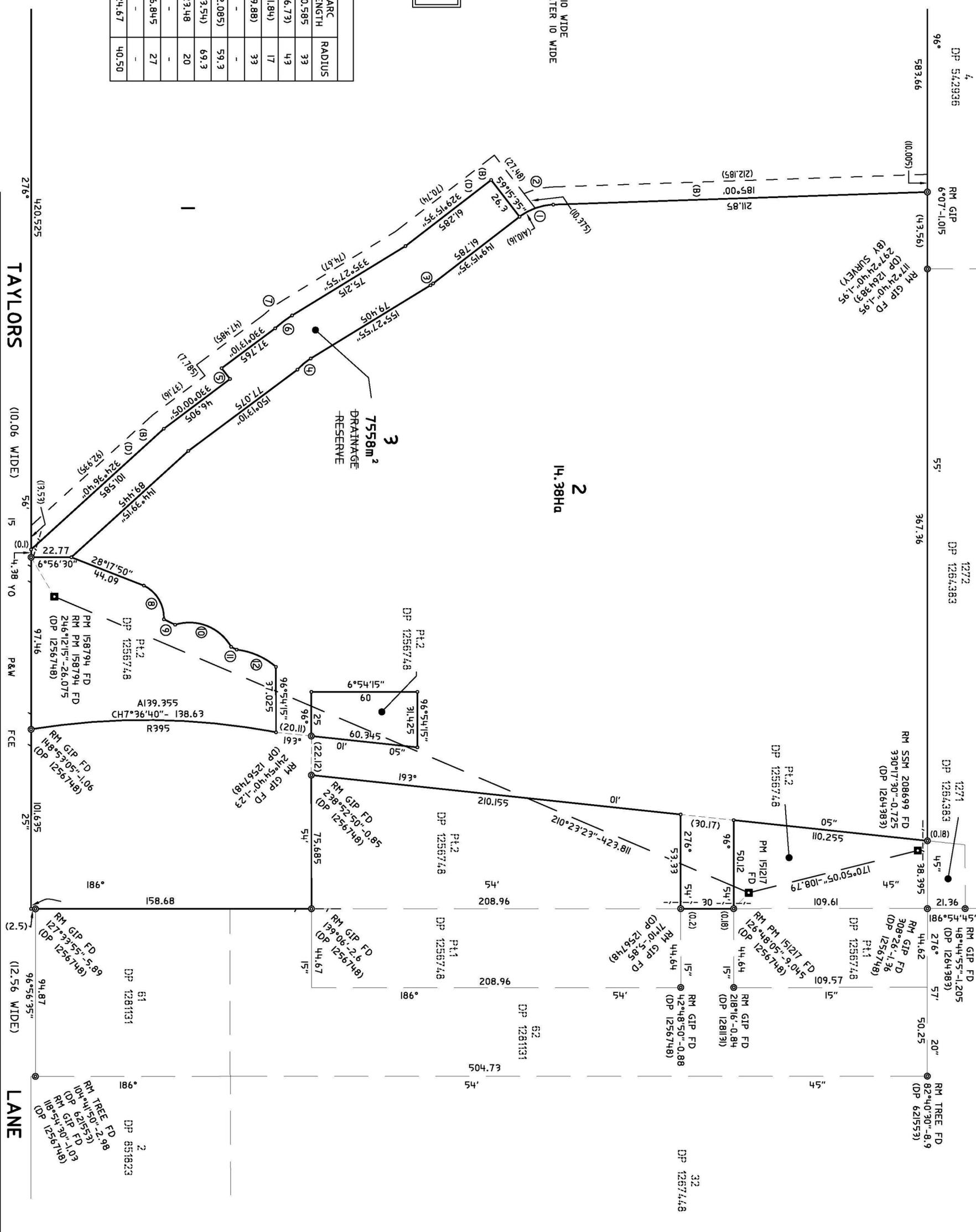
15/01/2025



(B) EASEMENT FOR BATTER 10 WIDE
 (D) EASEMENT TO DRAIN WATER 10 WIDE

ALL BOUNDARIES NOT
 FENCED UNLESS
 OTHERWISE NOTED

NUMBER	BEARING	DISTANCE	ARC LENGTH	RADIUS
1	167°07'50"	20.25	20.585	33
2	173°51'15"	(16.62)	(16.73)	43
3	152°21'45"	(1.84)	(1.84)	17
4	146°53'20"	(9.84)	(9.88)	33
5	238°44'50"	(7.745)	-	-
6	329°37'35"	(12.065)	(12.085)	59.3
7	149°52'05"	(13.52)	(13.54)	69.3
8	66°16'40"	22.155	23.48	20
9	32°41'00"	7.1	-	-
10	28°29'40"	34.05	36.845	27
11	33°56'00"	3.54	-	-
12	30°35'30"	24.29	24.67	40.50



TAYLORS

LANE

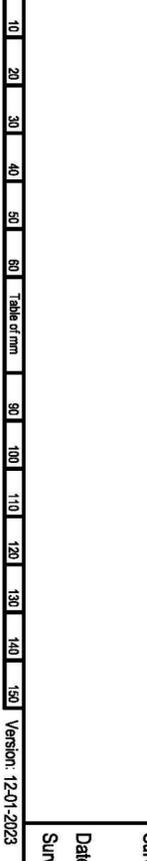
Surveyor: **BENJAMIN P. SRECKOVIC**
 of Maker ENG
 Date of Survey: 11/10/2022
 Surveyor's Ref: MKR00145

PLAN OF SUBDIVISION OF LOT 7 IN DP 1256748

LGA: **SHOALHAVEN**
 Locality: **CAMBERMARRA**

Registered
 31/01/2023

DP1281802



Plan Form 6_Digital (2021)	Deposited Plan Administration Sheet	Sheet 2 of 4
Registered  31/01/2023 OFFICE USE ONLY	DPI281802	
Plan of Subdivision of lot 7 in DPI256748	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation</i>• 2017 Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
Subdivision Certificate Number SC22/1146		
Date of Endorsement 19/12/2022		
Plans Used DPI17441, DP235616, DP247055, DP535975, DP542936, DP585925, DP621553, DP633957, DP643985, DP793734, DP833235, DP851823, DPI000126, DPI040152, DPI107296, DPI128146, DPI256748, DPI256749, DPI264383, DPI267448, DPI281131, DPI286350		
Surveyor's Reference MKR00145		

Plan Form 6_Digital (2021)	Deposited Plan Administration Sheet	Sheet 3 of 4
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Registered  31/01/2023	OFFICE USE ONLY	DP1281802
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Plan of Subdivision of lot 7 in DP1256748	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">● A schedule of lots and addresses - See 60(c) <i>SSI Regulation</i>● 2017 Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>● Signatures and seals- see 195D <i>Conveyancing Act 1919</i>● Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate Number SC22/1146 Date of Endorsement 19/12/2022	

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO create:

1. Easement for batter 10 Wide (B)
2. Easement to drain water 10 Wide (D)

Lot	Street Number	Street Name	Street Type	Locality
1	49	HOCKEYS	LANE	Cambewarra

STREET ADDRESS NOT AVAILABLE FOR LOTS 2 & 3

Surveyor's Reference MKR00145

Plan Form 6_Digital (2021)	Deposited Plan Administration Sheet	Sheet 4 of 4
Registered  31/01/2023 OFFICE USE ONLY	DPI281802	
Plan of Subdivision of lot 7 in DPI256748	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
Subdivision Certificate Number SC22/1146		
Date of Endorsement 19/12/2022		
STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE.		
Name of Registered Proprietor: CHRISTOPHER RAYMOND EVISON		
Signature of the Registered Proprietor: 		
Surveyor's Reference MKR00145		

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

Plan of Subdivision of lot 7 in DP1256748

Plan: **DP1281802**

Full Name and Address of the Owner(s) of the land

CHRISTOPHER RAYMOND EVISON
49 Hockeys Lane, Cambewarra, NSW, 2540

Covered by Subdivision Certificate No. SC22/1146
dated 19/12/2022

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of the easement, profit prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for batter 10 Wide (B)	1	2-3
2	Easement to drain water 10 Wide (D)	1	2-3



Digitally signed by Cathy Bern
Reason: I am the Authorised Officer
Location: Nowra
Date: 2022-12-19 09:14+11:00

Attesting Witness

Plan of Subdivision of lot 7 in DP1256748

Plan: **DP1281802**

SC22/1146

Part 2 (Terms)

Statutory Terms are adopted for all statutory interest(s).

Name of authority empowered to release, vary or modify the Easement numbered 1 & 2 in the plan.
Shoalhaven City Council


Digitally signed by Cathy Bern
Reason: I am the Authorised
Officer
Location: Nowra
Date: 2022-12-19 09:14+11:00

Attesting Witness

(Sheet 2 of 4 Sheets)

Plan: **DP1281802**

Plan of Subdivision of lot 7 in DP1256748

Signed in my presence by :

Name of Registered Proprietor:

CHRISTOPHER RAYMOND EVISON

Signature of Registered Proprietor:



Name of Witness:

MICHAEL BRATHWATE.

Address of Witness:

51 MEMORIAL AVE
ST IVES NSW 2075

Signature of Witness:



[Empty box for Attesting Witness signature]

Attesting Witness

Plan: **DP1281802**

Plan of Subdivision of lot 7 in DP1256748

SC22/1146

Shoalhaven City

Council by its authorised delegate pursuant to

s.377 Local Government Act 1993

Signature of delegate



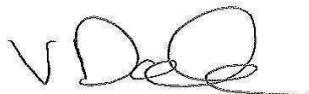
Digitally signed by Cathy Bern
Reason: I am the Authorised Officer
Location: Nowra
Date: 2022-12-19 09:15+11:00

Name of delegate

CATHY BERN

I certify that I am an eligible witness and that the
delegate signed in my presence.

Signature of Witness



Digitally signed by Vicki Dale
Reason: I am witnessing the
signature of Authorised Officer
Location: Nowra
Date: 2022-12-19 09:15+11:00

Name of Witness

VICKI LYN DALE

Address of Witness

36 BRIDGE ROAD, NOWRA NSW 2541



Digitally signed by Cathy Bern
Reason: I am the Authorised
Officer
Location: Nowra
Date: 2022-12-19 09:15+11:00

Attesting Witness

REGISTERED:



31/01/2023

(Sheet 4 of 4 Sheets)

System Document Identification

Form Number:08X-e
Template Number:x_nsw11
ELN Document ID:2778581967

Land Registry Document Identification

CAVEAT
New South Wales
Section 74F Real Property Act 1900

AU416788

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.

WARNING: Care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

LODGED BY:

Responsible Subscriber: SHOALHAVEN CITY COUNCIL ABN 59855182344
Address: 36 Bridge RD
Nowra 2541
Email: finance@shoalhaven.nsw.gov.au
ELNO Subscriber Number: 26272
Customer Account Number: 504935E
Document Collection Box: 1W
Client Reference: RA21/1003

LAND TITLE REFERENCE

331/1295657

CAVEATOR

SHOALHAVEN CITY COUNCIL
Local government or body
36 Bridge RD
Nowra NSW 2541

NAME AND ADDRESS FOR SERVICE OF NOTICES ON THE CAVEATOR

Street Address
SHOALHAVEN CITY COUNCIL
36 Bridge RD
Nowra NSW 2541

REGISTERED PROPRIETOR AFFECTED BY THIS CAVEAT

NEWPRO 23 PTY LTD
UNIT 3
239 Pacific HWY
NORTH SYDNEY NSW 2060

Based on the claim to an Estate or Interest in Land in the land specified, the Caveator prohibits the Registrar General from taking the actions specified in this Caveat.

ACTION PROHIBITED BY THIS CAVEAT

2. The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the Caveator.

ESTATE OR INTEREST CLAIMED

Estate In Fee Simple
By virtue of: Agreement

Between SHOALHAVEN CITY COUNCIL
And Newpro 23 Pty Ltd
Registered Proprietor Of Estate

Details Supporting The Claim: Deed of Agreement

ATTACHMENT

See attached Claim Details

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has a good and valid claim to the estate or interest claimed as specified in this Caveat.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the leave of the Supreme Court.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the written consent of the Registered Proprietor Of Estate or possessory applicant (as applicable) for the purposes of section 74O Real Property Act 1900.

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has provided the correct address of the Registered Proprietor as specified in this Caveat.

SIGNING

Signing Party Role: Receiving

I certify that:

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. 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.

Party Represented by Subscriber:

SHOALHAVEN CITY COUNCIL

Signed By: Samantha Jane Neilson

Signer Capacity: Employee Certifier

ELNO Signer Number: 75228

Digital Signing Certificate Number:

**Signed for
Subscriber:**

SHOALHAVEN CITY COUNCIL ABN 59855182344

SHOALHAVEN CITY COUNCIL

Subscriber Capacity: Subscriber Representing Self

ELNO Subscriber Number: 26272

Customer Account Number: 504935

Date: 13/09/2024



DEED OF AGREEMENT

Shoalhaven City Council
ABN 59 855 182 344

And

Newpro 23 Pty Ltd ATF the Newpro 23 Unit Trust
ABN: 89 143 367 184



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Deed

Dated 3/06/2024

Parties

Name	Shoalhaven City Council
ABN	59 855 182 344
Address	36 Bridge Road, Nowra NSW 2541
Email	James.ruprai@shoalhaven.nsw.gov.au
Contact	James Ruprai, Director City Services
Short name	Council
Name	Newpro 23 Pty Ltd ATF the Newpro 23 Unit Trust
ABN	89 143 367 184
Address	Shop 3, 239-247 Pacific Hwy, North Sydney, NSW 2060
Email	michael@newquestproperty.com.au
Contact	0419 638 862
Short name	Developer

Background

- A. Council is the local government organisation for the Shoalhaven local government area and the determining authority pursuant to s 4.5(d) of the Act.
- B. On 22 December 2022, Council issued development approval for development application SF10895 for a staged residential subdivision to create 30 Torrens Title allotments and provision of associated civil infrastructure and landscaping over the Development Land.
- C. Condition 93 of the Conditions requires that prior to the release of the Subdivision Certificate for any stage of the Development, the Developer must lodge a Bond to the satisfaction of Council to ensure the embellishment of all WSUD Works.
- D. The Developer has provided Council with a quote from Menai Civil Contractors for the cost of the completion of the WSUD Works in the sum of \$431,333.44 exclusive of GST. This quote is at Annexure A to this Deed.
- E. On 15 March 2023, under the direction of the Regional Planning Panel, Council issued development approval for regional development application RA21/1003 for a staged residential subdivision to create 256 Torrens Title allotments and provision of associated civil infrastructure and landscaping over the Regional Development Land.



- F. As at the date of the execution of this Deed:
- F.1 the contributions levied under the Developer Contributions Plans was \$1,890,478.89.
 - F.2 the Developer has spent \$2,269,048.59 on stormwater, trunk drainage and basin infrastructure works as outlined in the Developer Contributions Plans.
 - F.3 the Developer has spent an estimated excess of \$378,569.70 on works related to the Developer Contributions Plans.
- G. In consideration of the requirements of Condition 93 and the excess costs incurred by the Developer as outlined in Recital F.3 above, the parties have reached agreement on the terms and conditions detailed below in this Deed.

1. Definitions

In this document unless expressed or implied to the contrary:

Act means the *Environmental Planning & Assessment Act 1979*

Bond means an irrevocable bank guarantee made out in favour of, or cash bond paid to Council and in the sum specified in clause 2.1.1.

Business Day means any day between the hours of 9am to 5pm that is not a Saturday, Sunday, Public Holiday or Bank Holiday in New South Wales.

Condition 93 means the following condition numbered 93 in the Conditions:

WSUD Measures – Timing and Security

Prior to the issue of the Subdivision Certificate for any stage of the development, the developer is to construct and maintain temporary sediment basins in accordance with the approved Soil Water Management Plans (SWMP) until such time that all WSUD measures as reported in the Integrated Water Cycle Management Strategy (Maker, September 2022) have been completed.

The developer is also required to lodge a bond to the satisfaction of Shoalhaven City Council to ensure the embellishment of all WSUD works in accordance with the approved WSUD strategy. This bond must be in the form of an irrevocable bank guarantee and made out in favour of Shoalhaven City Council and operate as follows:

- (a) The bond must be submitted to Council prior to the release of the Subdivision Certificate for any stage of the development,
- (b) The bond must be held by Council until the expiration of the defects liability period as outlined in Part H,
- (c) If Council is to advise the developer that maintenance work is required on the WSUD measures, remedial work must be substantially commenced within forty-eight (48) hours from the time of advice. Failure to comply with this direction will give Council the right to employ and appropriate contractor to undertake such measures as deemed necessary and fund these works from the bank guarantee.



Conditions means the conditions of the Development Consent SF10895 for the Development issued on 22 December 2022.

Council means Shoalhaven City Council.

Developer Contributions Plans means the developer contributions plans associated with SF10895 and RA21/1003 and include 01DRAI5006, 01OREC6015 and 01ROAD5154.

Development Land means the following lots associated with SF10895:

Lot 1 DP 1256748
Lot 2 DP 1256748
Lot 7 DP 1256748
Lot 1271 DP 1264383
Lot 1272 DP 1264383
Lot 61 DP 1281131
Lot 62 DP 1281131
Lot 32 DP 1267448

Developer means Newpro 23 Pty Ltd ATF the Newpro 23 Unit Trust.

Land means the Development Land and the Regional Development Land.

Notice of Dispute means a written notice outlining the details of a dispute between the Parties pursuant to clause 3.10.5.

Party means a party to this Deed and includes Parties.

Regional Development Land means the following lots associated with RA21/1003:

Lot 4 DP 1289976
Lot 1 DP 1289976
Lot 2 DP 1289976
Lot 3 DP 1289976
Lot 1 DP 1256748
Lot 61 DP 1281131
Lot 62 DP 1281131
Lot 2 DP 1256748
Lot 2 DP 1281802
Lot 3 DP 1281802
Lot 1 DP 1281802
Lot 1191 DP 1256749
Lot 1271 DP 1264383

Subdivision Certificate means the same as in the Act.

Top-up Bond means the additional bond to be lodged with Council by the Developer by irrevocable bank guarantee or cash payment in the sum specified in Clause 2.1.1(b)(ii) in the event a Works in Kind Agreement is not entered between Council and the Developer as stipulated in Clause 2.1.1(b)(i).

WSUD Works means the water sensitive urban design works specified in the approved WSUD strategy.



2. Substantive clauses

2.1 WSUD Works and Bond Agreement

- 2.1.1 In satisfaction of Condition 93 of the Conditions the parties agree that:
- (a) The Developer is to lodge with Council the Bond for the WSUD Works in the amount of \$10,000.
 - (b) The Developer will not be entitled to receive a subdivision certificate for Stage 3 (or any subsequent latter stages) of RA21/1003 as proposed in the modification until the earlier of:
 - (i) The Developer and Council enter into a Works in Kind Agreement (or other like agreement) which legally binds the developer to complete the WSUD Works, in lieu of any Top-Up Bond; or
 - (ii) The Developer pays to Council the Top-Up Bond of \$550,733.47 being 130% of the total WSUD Works costs, less the \$10,000 Bond paid in satisfaction of 2.1.1(a); or
 - (iii) The WSUD Works are completed to the satisfaction of Council; or
 - (iv) The Developer pays all outstanding developer contributions associated with the Developer Contributions Plans.
 - (c) The Developer will lodge a caveat on the title of Lot 2 in DP1281802 to the satisfaction of Council preventing the subdivision of the Land, prior to any Subdivision Certificate being issued for SF10895.
 - (d) Council permits the Developer to remove the caveat described under clause 2.1.1(c) from Stages 1 and 2 of RA21/1003 without delay, upon the submission of a Subdivision Certificate Application for those stages.

2.2 Performance of WSUD Works, Recovery of Security and Permit to Enter Land

- 2.2.1 If the Developer elects to pay the Top-Up Bond in accordance with 2.1.1(b)(ii) and fails to perform any part of the WSUD Works within 5 years of the date of this Agreement:
- (a) the Bond and/or Top-Up Bond held by Council will revert to Council.
 - (b) Council may perform the WSUD Works itself.
 - (c) Notwithstanding Clause 2.2.1(a), Council will recover from the Developer any reasonable cost incurred by it in performing the WSUD Works, over and above the amount of the Bond and/or Top-Up Bond subject to independent assessment from a qualified third-party quantity surveyor at the time.
 - (d) the Council shall be at liberty to enter the Land and undertake the WSUD Works without further notice to the Developer.



- (e) The Developer will take all such steps and do such things as are reasonably necessary to ensure that its successors in title to the Development Land, or any subdivided parts, are aware of the terms of this Deed and provide to Council the same right of access as is contained in Clause 2.2.1(d) of this Deed.
- (f) The right of entry granted to the Council in accordance with clause 2.2.1(d) of this Deed shall be capable of exercise by the servants, agents, employees and contractors of the Council.

2.3 Termination

2.3.1 The Deed will terminate on the earlier of the following:

- (a) The Developer and Council enter into a WIKA or like agreement; or
- (b) The Developer completes the WSUD Works; or
- (c) The Developer paying all outstanding developer contributions associated with the Developer Contribution Plans; or
- (d) The expiration of 5 years from the date of execution of this Deed.

2.3.2 Any breach of this Deed by the Developer gives rise to a right to Council to terminate the Agreement upon the giving of 5 days written notice.

2.3.3 Despite any other term of this Deed, this Deed terminates 5 years from the date of execution.

2.4 Release and Indemnity

2.8.1 The Developer and Guarantor unconditionally and forever release Council from all Claims against it, its successors and assigns, which either the Developer or Guarantor has or could assert would or might have had but for this release in respect of all matters arising out of or in any way connected with this Deed.

2.4.2 The Developer and the Guarantor indemnify and keep indemnified Council from and against all Claims that may be made against Council in relation to all matters arising out of or in any way connected with this Deed.

2.4.3 Neither the Developer nor Guarantor may not lodge or file against Council, its successors or assigns any Claim seeking any compensation or any other redress in respect of any of the matters arising out of or in any way connected with this Deed.

2.5 Bar to Proceedings

This Deed may be pleaded and tendered by any Party to it as an absolute bar to any legal proceedings or Claims brought or made in breach of the terms of the Deed.



3. General

3.1 Amendment

This Deed may only be varied or replaced by a document duly executed by the Council and the Developer.

3.2 Entire Understanding

This Deed contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this document and have no effect.

3.3 No Approval

Nothing in this Deed constitutes an approval by Council, NSWPI for the use of the Land or any other development, either now or in the future.

3.4 Further Assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to affect, perfect or complete the Works contemplated by this document.

3.5 Legal Costs and Expenses

The Developer must pay all legal costs and expenses incurred by Council in relation to the negotiation, preparation and execution of this Deed and any other supporting documents referred to in it; and any other costs associated with this Deed.

3.6 Waiver and Exercise of Rights

3.6.1 A single or partial exercise or waiver of a right relating to this document does not prevent any other exercise of that right or the exercise of any other right.

3.6.2 No party will be liable for any loss or expenses incurred by another party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

3.7 No Assignment without consent

The developer must not:

3.7.1 sell, transfer, novate, delegate, assign, licence; or

3.7.2 mortgage, charge or otherwise encumber

any right or obligation under this Deed to any person without the prior written consent of Council. Council must not unreasonably withhold consent under this clause.

3.8 No Merger

The warranties, undertakings, agreements and continuing obligations in this document to not merge on completion.



3.9 Rule of Construction

In the interpretation of this document, no rule of construction applies to the disadvantage of the party preparing the document on the basis that it prepared or put forward this document or any part of it.

3.10 Dispute Resolution

General provisions

- 3.10.1 If a dispute arises between the Parties to this Deed, any Party seeking to resolve the dispute must do so in accordance with the provisions of this Clause.
- 3.10.2 Reasonable compliance with this Clause is a condition precedent to any entitlement to claim relief or remedy whether by way of proceedings in a court, tribunal or otherwise in respect of any dispute arising under this Deed.
- 3.10.3 This clause does not prevent a Party from seeking urgent injunctive or declaratory relief from a Court in connection with the dispute.
- 3.10.4 The obligations of the Parties under this Deed continue despite any dispute between the Parties.

Notice of Dispute

- 3.10.5 If a Party becomes aware of a dispute between the Parties, that Party must notify the other Party of the existence and nature of the dispute by serving a Notice of Dispute setting out the details of the dispute, including references to documents and clause of this Deed which relate to the dispute, where appropriate.

Negotiation

- 3.10.6 Upon receipt of a Notice of Dispute, the Parties must negotiate to resolve the dispute as follows:
 - (a) One or more representative of each Party in dispute will meet, within ten (1) Business Days of the receipt by a Party of the Notice of Dispute to discuss and attempt to resolve the dispute; and
 - (b) If those representatives do not resolve the dispute within five (5) Business Days of their first meeting then within ten (10) Business Days of that first meeting, the General Managers, or a person of equivalent authority, of the Parties in dispute must meet to discuss and attempt to resolve the dispute.

Mediation

- 3.10.7 If a dispute is not resolved with ten (10) Business Days of the meeting of the General Managers, or a person of equivalent authority, of the Parties in dispute pursuant to Clause 3.10.6 (b), then the dispute must be referred to a mediator.
- 3.10.8 The Parties must agree on the selection and appointment of the mediator.
- 3.10.9 The mediation will be conducted by the mediator at a time, place and in a manner agreed between the Parties in dispute.
- 3.10.10 The Parties will equally share the costs of the mediation unless otherwise agreed by the Parties.



4. Notices

4.1 Service of Notice

A notice or other communication required or permitted, under this document, to be served on a person must be in writing and may be served:

- 4.1.1 personally on the party;
- 4.1.2 by leaving it at the party's current address;
- 4.1.3 by positing it by prepaid post addressed to that party at the party's current address;
- 4.1.4 by facsimile to the party's fax number; or
- 4.1.5 by email to the party's current email address.

4.2 Particulars for Service

- 4.2.1 The particulars for service of each party are set out on page one of this document under the heading Parties.
- 4.2.2 Any party may change the address, facsimile or email number for service by giving notice to the other parties.
- 4.2.3 If the party to be served is a company, the notice or other communication may be served on it at the company's registered office.

4.3 Time of Service

A notice or other communication is deemed served:

- 4.3.1 if served personally or left at the person's address, upon service;
- 4.3.2 if posted with Australia to an Australian address, two Business Days after posting and in any other case, seven Business Days after posting;
- 4.3.3 if served by email, subject to clause 4.3.4, at the time the email containing the notice left the sender's email system, unless the sender receives notification that the email containing the notice was not received by the recipient;
- 4.3.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

5. Interpretation

5.1 Governing Law and Jurisdiction

This document is governed by and is to be construed in accordance with the laws of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and waives any right to object to proceedings being brought in those courts.

5.2 Persons

In this document, a reference to:



- 5.2.1 a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
- 5.2.2 a person includes the legal personal representatives, successors and permitted assigns of that person; and
- 5.2.3 any body which no longer exists or has been reconstituted, renamed, replace or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the first-mentioned body.

5.3 Joint and Several

If a party consist of more than one person, this document binds them jointly and each of them severally.

5.4 Legislation

In this document, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

5.5 This Document, Clauses and Headings

In this document:

- 5.5.1 a reference to this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;
- 5.5.2 a reference to a clause, schedule, appendix or annexure is a reference to a clause, schedule, appendix or annexure in or to this document all of which are deemed part of this document;
- 5.5.3 a reference to writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
- 5.5.4 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this document;
- 5.5.5 where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and
- 5.5.6 where the expression including or includes is used it means 'including but not limited to' or 'including without limitation'.

5.6 Severance

- 5.6.1 If a provision in this document is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.
- 5.6.2 If it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remain part of that provision or the other provisions in this document.

5.7 Counterparts

This document may be executed in any number of counterparts all of which taken together constitute one instrument.



5.8 Business Day

If a payment or other act is required by this document to be made or done on a day which is not a Business Day, the payment or act must be made or done on the next following Business Day.

5.9 Number and Gender

In this document, a reference to:

5.9.1 the singular includes the plural and vice versa; and

5.9.2 a gender includes the other genders.

5.10 Property

In this document, a reference to any property or assets of a person includes the legal and beneficial interest of that person in those assets or property, whether as owner, lessee or lessor, licensee or licensor, trustee or beneficiary or otherwise.



Execution Page

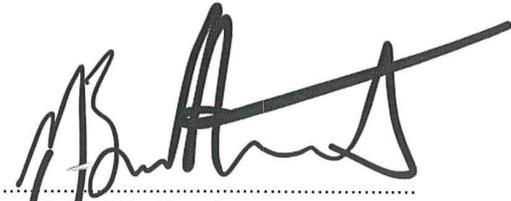
Executed by the parties as an Deed

Signed for and on behalf of Shoalhaven City Council (ABN 59 855 182 344) by its authorised delegate.

)
)
) 
)
Name: JAMES ROPRA

Title: 07/06/2024.

Executed by Newpro 23 Pty Ltd (A.C.N. 645 468 980) as Trustee for the Newpro 23 Unit Trust by its Attorney pursuant to Power of Attorney dated 3 June 2021.
ABN 89 143 367 184

)
)
) 
)
Name: Michael Braithwaite
Title: Attorney

Date: 17/07/2025

Certificate No: CTPC2025/4164

Applicant reference: OR-
1AEL5FJH09ZJJB

Issue to: The Search People
Gpo Box 2746
BRISBANE QLD 4001

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

The land to which this Certificate Relates is:

21 Taurus Street BADAGARANG NSW 2540
Lot 409 DP 1307813
Parish of ILLAROO, County of CAMDEN

The above information is as recorded by Council.

DISCLAIMER AND CAUTION:

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

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

PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979
Certificate No: CTPC2025/4164

.....
PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)

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

1. NAME OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

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

State Environmental Planning Policies

- State Environmental Planning Policy (Resilience and Hazards) 2021
- State Environmental Planning Policy (Biodiversity and Conservation) 2021
- State Environmental Planning Policy (Industry and Employment) 2021
- State Environmental Planning Policy (Precincts - Regional) 2021
- State Environmental Planning Policy (Transport and Infrastructure) 2021
- State Environmental Planning Policy (Resources and Energy) 2021
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Planning Systems) 2021
- State Environmental Planning Policy (Primary Production) 2021
- State Environmental Planning Policy (Housing) 2021
- State Environmental Planning Policy (Sustainable Buildings) 2022

Local Environmental Plan

Shoalhaven Local Environmental Plan 2014 (as amended)

Development Control Plan

Shoalhaven Development Control Plan 2014 (as amended)

PLANNING CERTIFICATE UNDER SECTION 10.7
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.....
1.2 The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land

Proposed State Environmental Planning Policies and other Environmental Planning Instruments

Explanation of Intended Effect - Proposed amendments to the in-fill affordable housing, group homes, supportive accommodation and social housing provisions of the State Environmental Planning Policy (Housing) 2021 - exhibition 22/11/2022 to 13/01/2023.

Explanation of Intended Effect - Cultural State Environmental Planning Policy - exhibition 15/11/2024 to 13/12/2024.

Explanation of Intended Effect - Protecting our trees - changes to deter illegal tree and vegetation clearing - exhibition 23/04/2025 to 04/06/2025

Explanation of Intended Effect - Proposed reforms to outdoor dining on private land and live music venues - exhibition 19/10/2023 to 16/11/2023.

Consultation draft - Amendments to the Local Government (Caravan Parks, Manufactured Home Estates, Camping Ground and Moveable Dwellings) Regulation 2021 and State Environmental Planning Policy (Housing) 2021 - exhibition 17/11/2023 to 15/12/2023.

Explanation of Intended Effect - Improving planning processes to deliver infrastructure faster - exhibition 06/03/2024 to 16/04/2024.

Explanation of Intended Effect - Proposed changes to complying development for farm buildings, rural sheds and earthworks - exhibition 15/05/2024 to 14/06/2024.

Planning Proposals – Local Environmental Plans

Amendment to Shoalhaven Local Environmental Plan 2014 - PP073 - Local Character - Exhibition 26/06/2024 to 08/07/2024.

Amendment to Shoalhaven Local Environmental Plan 2014 - PP076 - 131 St Vincent St, Ulladulla - Exhibition 25/11/2024 to 15/01/2025.

Draft Development Control Plans

Amendment to Shoalhaven Development Control Plan 2014 - Draft DCP 56 - Moss Vale Road North Urban Release Area - Exhibition 26/08/ 2024 to 23/09/ 2024.

PLANNING CERTIFICATE UNDER SECTION 10.7
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2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

For Shoalhaven Local Environmental Plan 2014 (as amended)

2.1 The identity of the zone:

Zone **R1 General Residential**

2.2 The purposes for which development may be carried out without development consent

In Zone **R1 General Residential**: Home occupations

2.3 The purposes for which development may not be carried out except with development consent

In Zone **R1 General Residential**: Attached dwellings; Boarding houses; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Home-based child care; Home businesses; Home industries; Hostels; Jetties; Multi dwelling housing; Neighbourhood shops; Office premises; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Registered clubs; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Sewerage systems; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals; Water supply systems.

2.4 The purposes for which development is prohibited

In Zone **R1 General Residential**: Farm stay accommodation; Any other development not specified in item 2.2 or 2.3 for this zone.

2.5 Additional permitted uses **DO** apply to the land

Sch 1.5 - Additional Permitted Uses

Development for the purposes of office premises and service stations is permitted with development consent.

2.6 Development standards applying to the land **DO NOT** fix minimum land dimensions for the erection of a dwelling-house on the land.

2.7 The land **IS NOT** in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

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2.8 The land **IS NOT** in a conservation area (however described) under Shoalhaven Local Environmental Plan 2014 (as amended).

2.9 An item of environmental heritage (however described) **IS NOT** located on the land.

3. CONTRIBUTIONS

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

Shoalhaven Contributions Plan 2019 adopted by Council on 29 May 2019, applies, as amended, to the land.

3.2 The name of the region and the name of the Ministerial planning order in which the region is identified within the meaning of the Act, Division 7.1, Subdivision 4:

The subject land is within Illawarra-Shoalhaven to which the *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023* applies.

3.3 The land **IS NOT** in a special contributions area to which a continued 7.23 determination applies.

4. COMPLYING DEVELOPMENT

Qualifying Statement on Council Data Affecting this Item

If a restriction on the carrying out of complying development is described in this section, that restriction may apply to all or part of the land. Shoalhaven City Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

The information included in this Planning Certificate is provided in accordance with the Regulation. It is strongly recommended that you review the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* and supporting information before proceeding with the lodgement of a Complying Development Certificate application to either Council or a private certifier. The NSW Government has provided a series of information sheets on its website <http://www.planning.nsw.gov.au/exemptandcomplying>

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

Housing Code, Rural Housing Code, Agritourism and Farm Stay Accommodation Code and Greenfield Housing Code: **IS NOT RESTRICTED**

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Housing Alterations Code and General Development Code: IS NOT RESTRICTED

Industrial and Business Buildings Code: IS NOT RESTRICTED

Low Rise Housing Diversity Code: IS NOT RESTRICTED

- 4.2 The complying development codes **ARE NOT** varied, under clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, in relation to the land.

5 EXEMPT DEVELOPMENT

Qualifying Statement on Council Data Affecting this Item

If a restriction on the carrying out of exempt development is described in this section, that restriction may apply to all or only part of the land. Shoalhaven City Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

The information included in this Planning Certificate is provided in accordance with the Regulation. It is strongly recommended that you review the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* and supporting information before proceeding to carry out exempt development.

The NSW Government has provided a series of information sheets on its website <http://www.planning.nsw.gov.au/exemptandcomplying>

- 5.1 Whether exempt development may be carried out on the land under the following codes for exempt development under *State Environmental Planning Policy (Exempt Complying Development Codes) 2008* or is restricted by the provisions of clauses 1.16(1)(b1)–(d) or 1.16A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*:

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

- 5.2 The exempt development codes **ARE NOT** varied, under clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, in relation to the land.

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

- 6.1 Council **IS NOT** aware that an affected building notice is in force in relation to the land.
- 6.2 Council **IS NOT** aware that a building product rectification order is in force in relation to the land that has not been fully complied with.

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- 6.3 Council **IS NOT** aware that a notice of intention to make a building product rectification order given in relation to the land is outstanding.

7. LAND RESERVED FOR ACQUISITION

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

8. ROAD WIDENING AND ROAD ALIGNMENT

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

9. FLOOD RELATED DEVELOPMENT CONTROLS

Note: The information provided in this section is based on Council's adopted flood information as at the date of the certificate. It should be noted that not all areas within the Shoalhaven local government area are covered by an adopted flood investigation.

- 9.1 The land or part of the land **IS** within the flood planning area and subject to flood related development controls.
- 9.2 The land or part of the land **IS NOT** between the flood planning area and the probable maximum flood and subject to flood related development controls.

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

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

Planning for Bush Fire Protection 2019
Shoalhaven City Council - Contaminated Land Policy
Shoalhaven Development Control Plan 2014
Shoalhaven Coastal Zone Management Plan 2018

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

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11. BUSH FIRE PRONE LAND

11.1 The land or part of the land **IS NOT** bushfire prone land (as designated by the Commissioner of the NSW Rural Fire Services under the Act, section 10.3).

12. LOOSE FILL ASBESTOS INSULATION

12.1 The land **DOES NOT** include any residential premises (within the meaning of the *Home Building Act 1989*, Part 8, Division 1A) that are listed on the Register kept under that Division.

13. MINE SUBSIDENCE

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

14. PAPER SUBDIVISION INFORMATION

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

14.2 A subdivision order **DOES NOT** apply to the land.

15. PROPERTY VEGETATIONS PLAN

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

16. BIODIVERSITY STEWARDSHIP SITES

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

17. BIODIVERSITY CERTIFIED LAND

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

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

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

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

19.1 The owner (or any previous owner) of the land **HAS NOT** given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

20. **WESTERN SYDNEY AEROTROPOLIS**

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

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

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

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

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

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

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

23. **WATER OR SEWERAGE SERVICES**

23.1 Water or sewerage services under the *Water Industry Competition Act 2006* **ARE NOT** provided or to be provided, to this land.

24. **SPECIAL ENTERTAINMENT PRECINCTS**

24.1 The land or part of the land **IS NOT** in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B.

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

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

for the CHIEF EXECUTIVE OFFICER

**PLANNING CERTIFICATE UNDER SECTION 10.7
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GENERAL NOTES	
Section	Note
1.1	State environmental planning policies and local environmental plans can be viewed online at www.legislation.nsw.gov.au . A copy of Shoalhaven Development Control Plan 2014 can be viewed online at www.dcp2014.shoalhaven.nsw.gov.au or can be inspected at Council's Nowra office during normal business hours.
1.2	In this section proposed environmental planning instrument means a draft environment planning instrument and includes a planning proposal for a local environmental plan. This section does 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.
2.6	Refer to clause 4.2D in Shoalhaven Local Environmental Plan 2014 (as amended).
2.8	This item relates to "heritage conservation areas" as defined in the LEP.
2.9	"Environmental heritage" relates to matters/items of cultural heritage, for example, items listed on the State Register, items specifically listed in the LEP or matters subject to an "interim heritage order" under the <i>Heritage Act 1977</i> .
4.1	There are other provisions in <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> that must be complied with in order for development on the land to be complying development. Refer to <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> to identify if a Code applies to your land.
5.1	There are other provisions in <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> that must be complied with in order for development on the land to be exempt development. Refer to <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> to identify if a Code applies to your land.
6	In this section: Affected building notice has the same meaning as in the <i>Building Products (Safety) Act 2017</i> , Part 4. Building product rectification order has the same meaning as in the <i>Building Products (Safety) Act 2017</i> .
8	Information in item 8 relates only to proposed plans by the Council for the widening of a public road that would affect the land and have been submitted to the Minister by the Council and any road widening orders affecting the land that the Council has caused to be published in the NSW Government Gazette under section 25 of the <i>Roads Act 1993</i> . Other authorities e.g. Transport for NSW, may have proposals not set out herein.

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9	<p>In this section:</p> <p>Flood Planning Area has the same meaning as in the Flood Risk Management Manual.</p> <p>Floodplain Development Manual Means the Flood Risk Management Manual (ISBN 978-1-923076-17-4) published by the NSW Government in June 2023.</p> <p>Probable Maximum Flood has the same meaning as in the Flood Risk Management Manual.</p> <p>Note: The Flood Risk Management Manual replaces the Floodplain Development Manual (2005).</p> <p>In relation to sub clause (9.1) and (9.2), if the land or part of the land is within 40 metres of a creek; or is within 10 metres of a major drainage system, local overland flow path or drainage easement; or has a history of flooding then a flood assessment report may need to be submitted with any development application under the requirements of the Shoalhaven Development Control Plan 2014. The flood assessment report is to identify whether or not the land or part of the land is flood prone and determine, if flood prone, the probable maximum flood extent and the flood planning level.</p> <p>For further information or to request a flood certificate, please contact Council.</p>
10	<p>In this section adopted policy means a policy adopted</p> <p>(a) by the council, or</p> <p>(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.</p>
14	<p>Words and expressions used in this section have the same meaning as in the <i>Environmental Planning and Assessment Regulation 2021</i>, Part 10 and the <i>Environmental Planning and Assessment Act 1979</i>, Schedule 7.</p>
16	<p>Biodiversity stewardship agreements include biobanking agreements under the <i>Threatened Species Conservation Act 1995</i>, Part 7A that are taken to be biodiversity stewardship agreements under the <i>Biodiversity Conservation Act 2016</i>, Part 5.</p>
17	<p>Biodiversity certified land includes land certified under the <i>Threatened Species Conservation Act 1995</i>, Part 7AA that is taken to be certified under the <i>Biodiversity Conservation Act</i>, Part 8.</p>
19	<p>In this section existing coastal protection works has the same meaning as in the <i>Local Government Act 1993</i>, section 553B.</p> <p>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.</p>
22	<p>In this section former site compatibility certificate means a site compatibility certificate issued under <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i>.</p>
23	<p>Water and sewerage services in Shoalhaven LGA are provided by Shoalhaven Water. However, not all sites are connected to these services. Further enquiries should be directed to Council.</p> <p>http://www.shoalwater.nsw.gov.au.</p>

Council Reference: CTSW2025/2675
Contact Person: Eleanor Dank
Applicant Reference: OR-1AEL5Z5X3KT9QH

16/07/2025

The Search People
Gpo Box 2746
BRISBANE QLD 4001

Dear Sir/Madam,

Location of Council's Sewers
Section 52A Conveyancing Act 1919
Regulation 4 of Part 2 Conveyancing (Sale of Land) Regulation 2017
Item 2, part b of Schedule 1

RE: 21 Taurus Street BADAGARANG NSW 2540
Lot 409 DP 1307813
Newpro 23 Pty Ltd

The attached diagram indicates the approximate location of Council's sewer only in relation to the above-mentioned land. It is the purchaser's responsibility to determine the precise location of the main on site.

It should be noted that if Council's sewer is within or in close proximity of the property, the sewer main/s may impose some restriction on future building. Reference should be made to Council's Policy for Building Over Water/Sewer Pipelines Policy www.shoalwater.nsw.gov.au

Trusting the above information is to your satisfaction.

Yours faithfully



Andrew Solari
Water Regulatory Manager
Shoalhaven Water

**SEWER MAIN LOCATION
INDICATIVE ONLY**



The Search People
Gpo Box 2746
BRISBANE QLD 4001

Lot 409 DP 1307813- 21 Taurus Street, BADAGARANG

KEY

D	Depth of Junction	MHJ	Manhole Junction
H	Height of Junction above Sewer Main	RJ	Riley Junction
L	Length Junction	SJ	Slope Junction
LHJ	Lamphole Junction	VJ	Vertical Junction
GP	Grinder Pump / Pressure Sewer Unit	X	Boundary Kit