

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	McGrath Estate Agents 349 Lawrence Hargrave Drive, Thirroul, NSW 2515	Phone: 02 4267 3344 Fax: 4268 9899 Ref: Cohen Smith - 0466 100 091
co-agent		
vendor	Anthony John Wilkinson and Anna Mei Lin Wilkinson 30 Elanora Road, Kiama Heights, NSW 2533	
vendor's solicitor	Carter Ferguson Solicitors 66 Collins Street, Kiama NSW 2533 PO Box 514, Kiama NSW 2533	Phone: 02 4234 1900 Email: steve@carterferguson.com.au Fax: 4208 3291 Ref: SW:CS:KI-W268
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	30 Elanora Road, Kiama Heights, New South Wales 2533 Registered Plan: Lot 292 Plan DP 30126 Folio Identifier 292/30126	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: bin storage room, pool equipment room	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.			
inclusions	<input checked="" type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings
	<input checked="" type="checkbox"/> blinds (motorised)	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> solar panels
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input checked="" type="checkbox"/> light fittings
		<input checked="" type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> stove
			<input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: built-in-microwave, wall bed, pool solar heating, solar hot water system, water tank, alarm system, CCTV system, ducted vacuum system, lift, gas fireplace, satellite dish		
exclusions			
purchaser			
purchaser's solicitor			
price	\$		
deposit	\$		(10% of the price, unless otherwise stated)
balance	\$		
contract date			(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER												
<p>Signed by _____</p> <p>Vendor</p> <p>_____ Vendor</p>	<p>Signed by _____</p> <p>Purchaser</p> <p>_____ Purchaser</p>												
VENDOR (COMPANY)	PURCHASER (COMPANY)												
<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-top: 1px solid black; padding-top: 5px;">Signature of authorised person</td> <td style="width: 50%; border-top: 1px solid black; padding-top: 5px;">Signature of authorised person</td> </tr> <tr> <td style="border-top: 1px solid black; padding-top: 5px;">Name of authorised person</td> <td style="border-top: 1px solid black; padding-top: 5px;">Name of authorised person</td> </tr> <tr> <td style="border-top: 1px solid black; padding-top: 5px;">Office held</td> <td style="border-top: 1px solid black; padding-top: 5px;">Office held</td> </tr> </table>	Signature of authorised person	Signature of authorised person	Name of authorised person	Name of authorised person	Office held	Office held	<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-top: 1px solid black; padding-top: 5px;">Signature of authorised person</td> <td style="width: 50%; border-top: 1px solid black; padding-top: 5px;">Signature of authorised person</td> </tr> <tr> <td style="border-top: 1px solid black; padding-top: 5px;">Name of authorised person</td> <td style="border-top: 1px solid black; padding-top: 5px;">Name of authorised person</td> </tr> <tr> <td style="border-top: 1px solid black; padding-top: 5px;">Office held</td> <td style="border-top: 1px solid black; padding-top: 5px;">Office held</td> </tr> </table>	Signature of authorised person	Signature of authorised person	Name of authorised person	Name of authorised person	Office held	Office held
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Office held	Office held												

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 exemption, in the space below):

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

- Land tax is adjustable NO yes
- GST: Taxable supply NO yes in full yes to an extent
- Margin scheme will be used in making the taxable supply NO yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <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 *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.
- 7 Claims by purchaser**
- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*, and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

Additional clauses forming part of this contract

Dated:

between: **Anthony John Wilkinson and Anna Mei Lin Wilkinson** (*vendor*)

and: (*purchaser*)

33 Alterations to printed form

- 33.1 Clause 7.1.1. of this contract is amended by deleting the words '5% of the price' and inserting '\$1' in their place.
- 33.2 Clause 14.4.2 of this contract is deleted.
- 33.3 Clause 24.3.3 of this contract is deleted.
- 33.4 Clause 29 of this contract is deleted.

34 Real Estate Agents

The purchaser was not introduced to the *property* or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent or co-agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This right continues after completion. This clause shall not merge on completion.

35 Notice to complete

Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.

36 Condition of *property*

The purchaser accepts the *property* in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in this regard.

37 Capacity

- 37.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either *party* at law or in equity had this clause not been included, if either *party* (and if more than one person comprises that first *party* then any one of them) prior to completion:
 - 37.1.1 dies or becomes mentally ill, then either *party* may *rescind* this contract by written notice to the first *party's* *solicitor* and thereupon this contract will be at an end and the provisions of clause 19 apply; or
 - 37.1.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first *party* will be in default under this contract.
- 37.2 The purchaser warrants that the purchaser has the legal capacity to enter into this contract.

38 Liquidated Damages

If, as a result of the purchaser, completion of this contract does not take place by the completion date then:

- 38.1 Without prejudice and in addition to any other remedies available to the vendor the purchaser will pay liquidated damages to the vendor on completion.
- 38.2 The liquidated damages must be a sum equivalent to interest on the balance of the purchase price calculated at the rate of 10% per annum from and including the completion date up to and including the actual day of completion, and a further sum of \$330.00 (inc GST) each time completion is arranged, for the vendors additional legal costs associated with the purchaser's failure to complete.
- 38.3 The liquidated damages under clause 38.2 are agreed by the parties to be a genuine pre-estimate of the vendor's actual damages.

39 Requisitions on Title

- 39.1 The Purchaser waives the right to deliver requisitions on title.
- 39.2 Without limiting special condition 39.1, the Purchaser shall not be entitled to make any, requisition or claim for compensation in respect of or by reason of:
 - 39.2.1 Any boundary of the property being unfenced or any boundary fence or wall not being upon or within any boundary; or
 - 39.2.2 The existence or passage through or on the property or any adjoin property of mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to the property or other adjoining lot or jointly to the property and other adjoining lot or otherwise and whether subject to a registered easement or otherwise.

40 Cooling off period

If the Purchaser requests the Vendor to extend any cooling-off period, it is an essential term that the Purchaser shall pay the sum of \$220.00 (inc GST) for each extension requested, to reimburse the Vendor for the additional legal costs incurred by the Vendor in connection with the request for the extension of the cooling-off period whether or not the Vendor agrees with the request. The Purchaser acknowledges and agrees to pay this on completion or immediately upon rescission of the Contract within the cooling off period.

41 Counterpart Contracts

- 41.1 This Contract may be executed in a number of counterparts by the vendor, including counterparts by email transmission, facsimile transmission or photocopy, each of which when so executed will be deemed to be an original and such counterparts taken together will constitute one and the same instrument and the parties agree to accept such instrument whether an electronic copy or original, as the original and binding Contract.
- 41.2 The parties hereby reaffirm having given their prior consents as required by the *Electronic Transactions Act 2000 (NSW)* to receiving electronic communications by way of facsimile or email.

42 Electronic Exchange

42.1 Electronic exchange

- 42.1.1 A party may execute this Contract as well as any modifications to it by electronic means (including by electronic signature or by email of a signed documents in PDF or scanned format).

42.1.2 The parties agree and intend that such signature by electronic means or by email in PDF or scanned format shall bind the party so signing with the same effect as though the signature were an original signature.

42.1.3 This Contract may be executed as set out above in two (2) or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

42.2 Acknowledge of use of electronic signatures

The parties to this Contract acknowledge and agree that:

- (a) they consent to the use of the electronic signatures and the Contract proceeding by electronic means;
and
- (b) they intend to be legally bound by the terms of the Contract on which their electronic signature(s) has been placed.



FOLIO: 292/30126

SEARCH DATE	TIME	EDITION NO	DATE
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26/3/2024	2:13 PM	5	6/10/2023

LAND

LOT 292 IN DEPOSITED PLAN 30126
LOCAL GOVERNMENT AREA KIAMA
PARISH OF KIAMA COUNTY OF CAMDEN
TITLE DIAGRAM DP30126

FIRST SCHEDULE

ANTHONY JOHN WILKINSON
ANNA MEI LIN WILKINSON
AS JOINT TENANTS

(T AT499519)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 J610220 COVENANT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Plan Form No. 1 (For Deposited Plan)

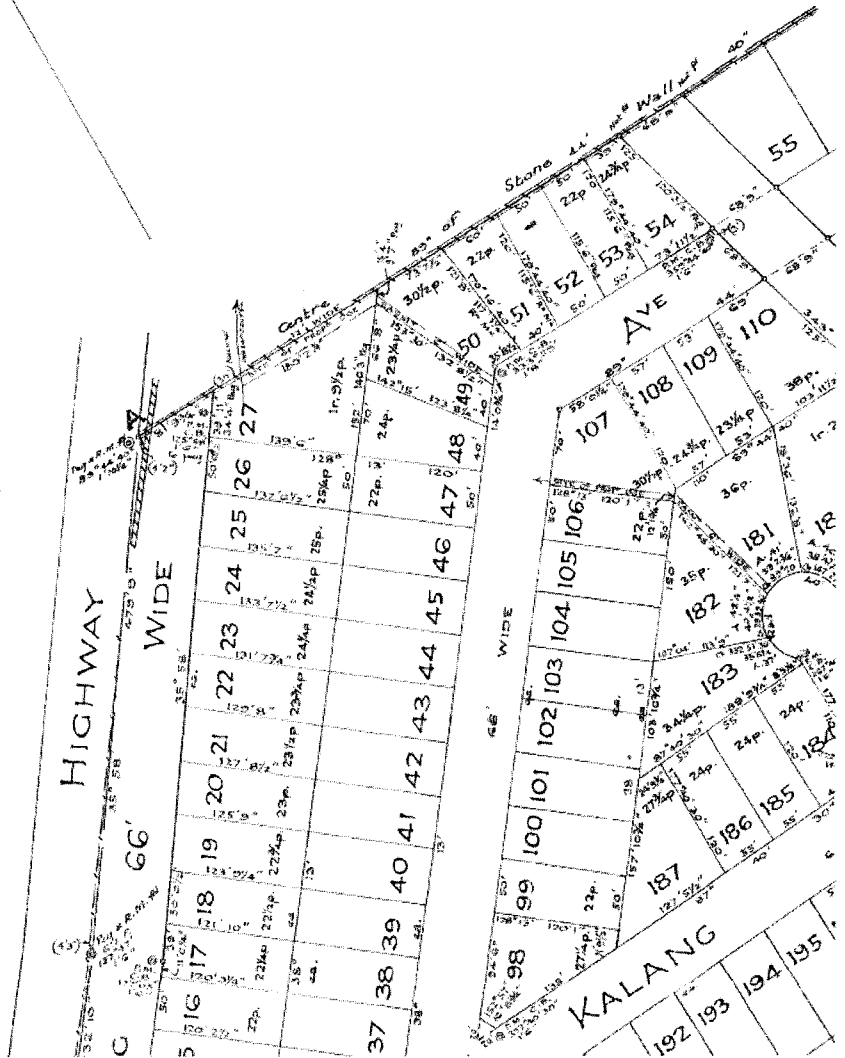
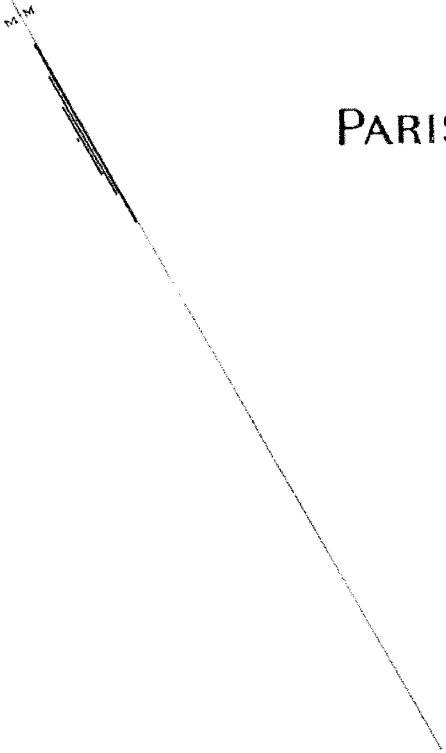
D.P. 30126 Sh 1/2
Municipality of Kiama
Shire of
H231050 10.6.59.

PLAN

of subdivision of parts of
KIAMA HEIGHTS EST.

PARISH OF KIAMA COUNTY

Scale: 100 feet to an inch



PLAN

Division of parts of Portion 13
MA HEIGHTS ESTATE

A COUNTY OF CAMDEN

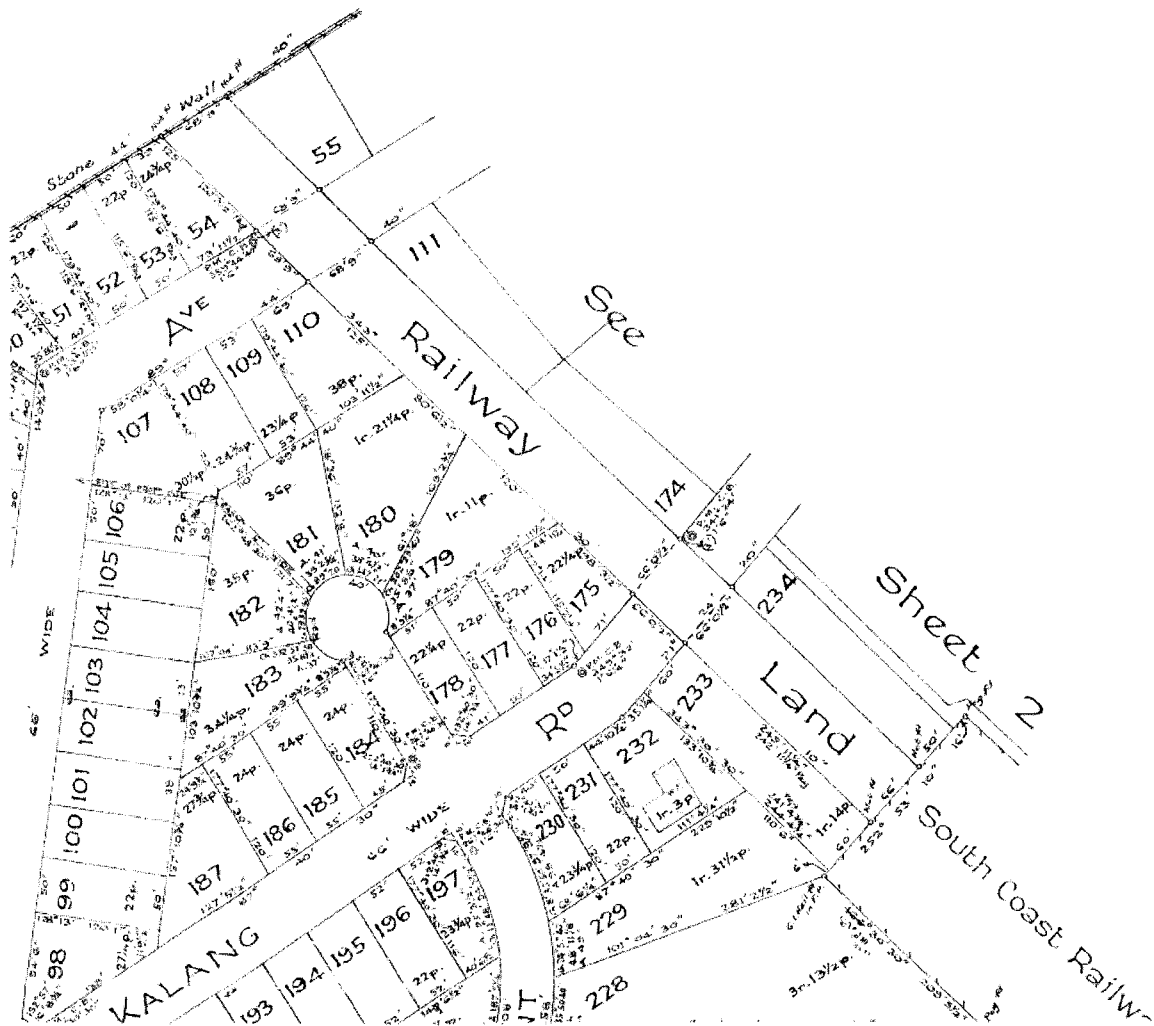
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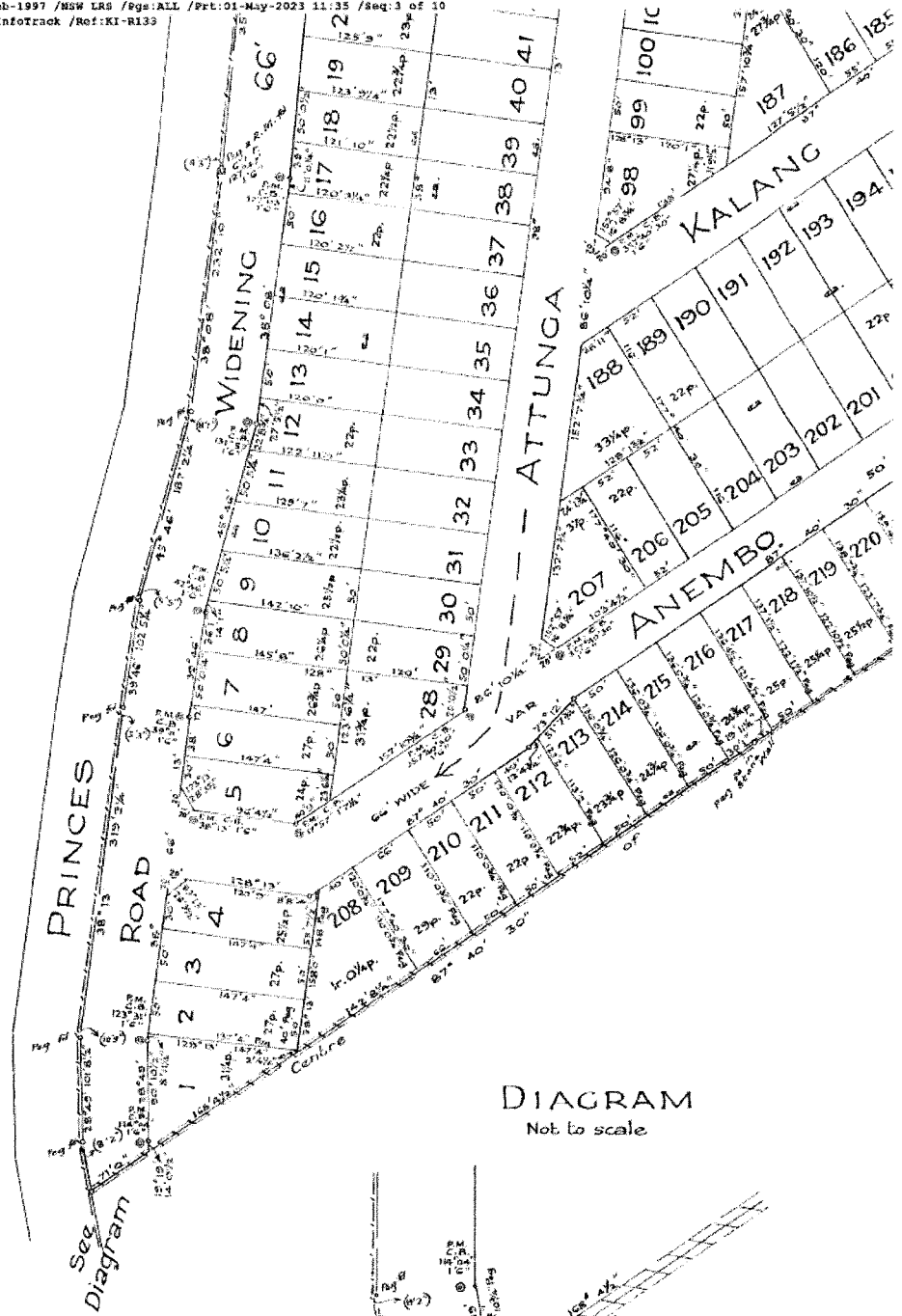
Sheet 1/2

D.P. 30126-1/2

1997

MA HEIGHTS ESTATE



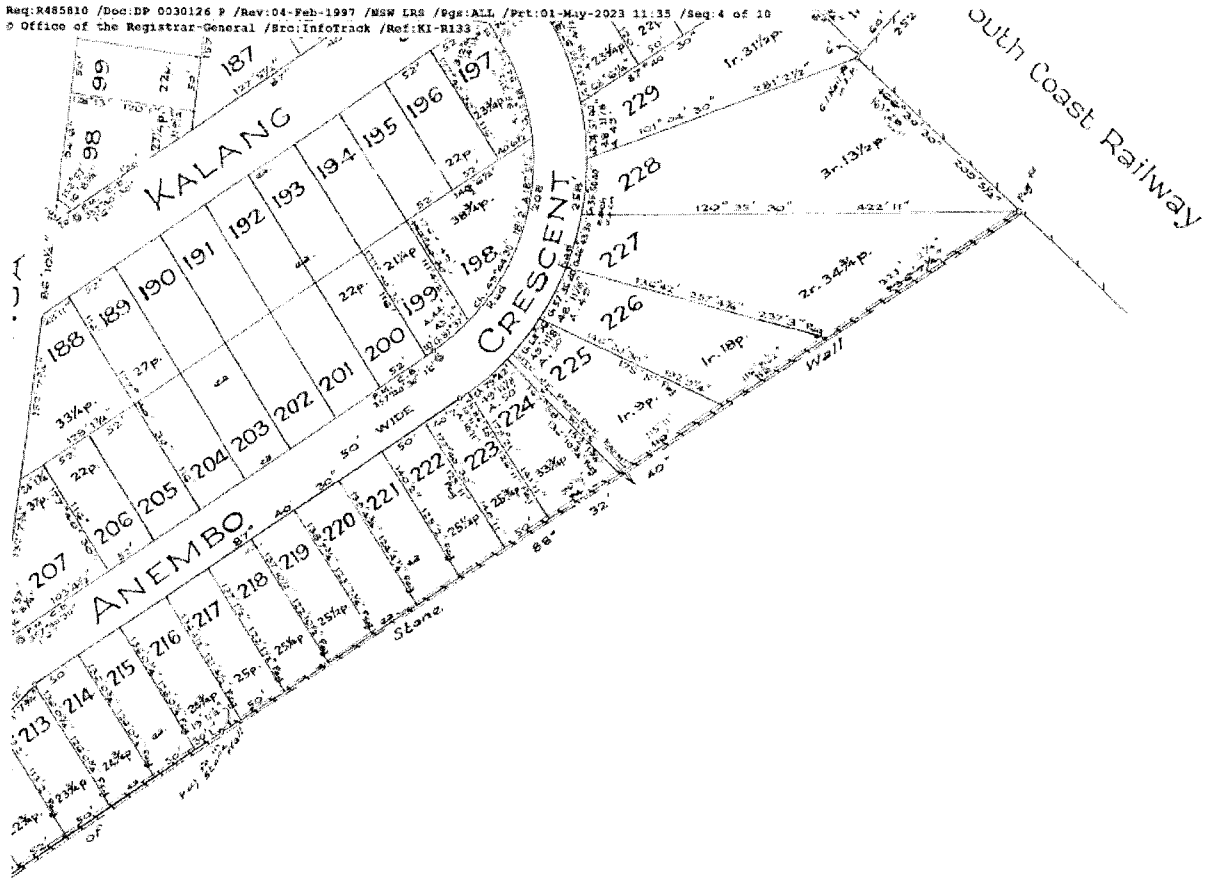


Approved by the Council and Certified in accordance with the Provisions of Section 327 of the Local Government Act, 1919.
 Subdivision No. *41/199*
 Council Clerk *[Signature]*
 Datum line of Anembo A-B

DP 30126 SH 1/2

Handwritten note:
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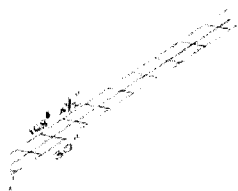
(E)



Alterations and additions made 8.10.1959

It is intended to dedicate the new roads and pathway to the public.
 The proposed drainage easements are intended to be appurtenant
 to the new roads shown hereon.

AGRAM
 1/2 scale



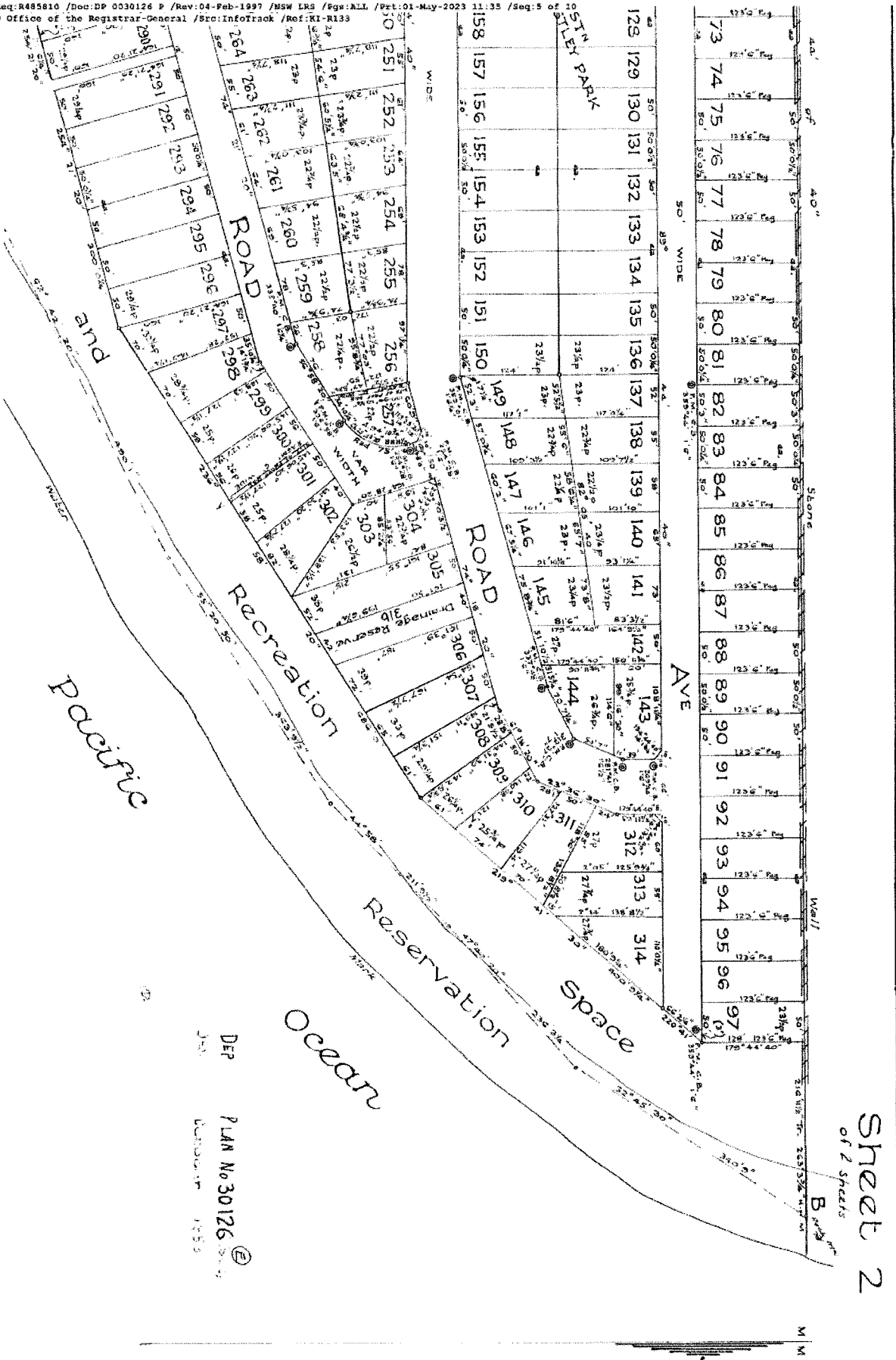
The Common Seal of the Council of the Municipality of Kiama
 was hereto affixed in pursuance of a resolution of the Council
 passed on the 11th day of May 1959

[Signature] Mayor
[Signature] Town Clerk

DP30126 sh 1/2 ©

*The Common Seal of the
 Municipality of Kiama
 Limited was hereunto
 affixed by resolution of
 the Board dated 11/5/59*

Albert Sydney James Hunter
 of Gosford
 a surveyor registered under the Surveyors Act, 1929-1946, hereby certify
 that the survey represented in this plan is accurate and has been made by
 me or under my immediate supervision in accordance with the Survey
 Practice Regulations, 1933, and was completed on 6-3-59
[Signature]
 Surveyor registered under the Surveyors Act, 1929-46



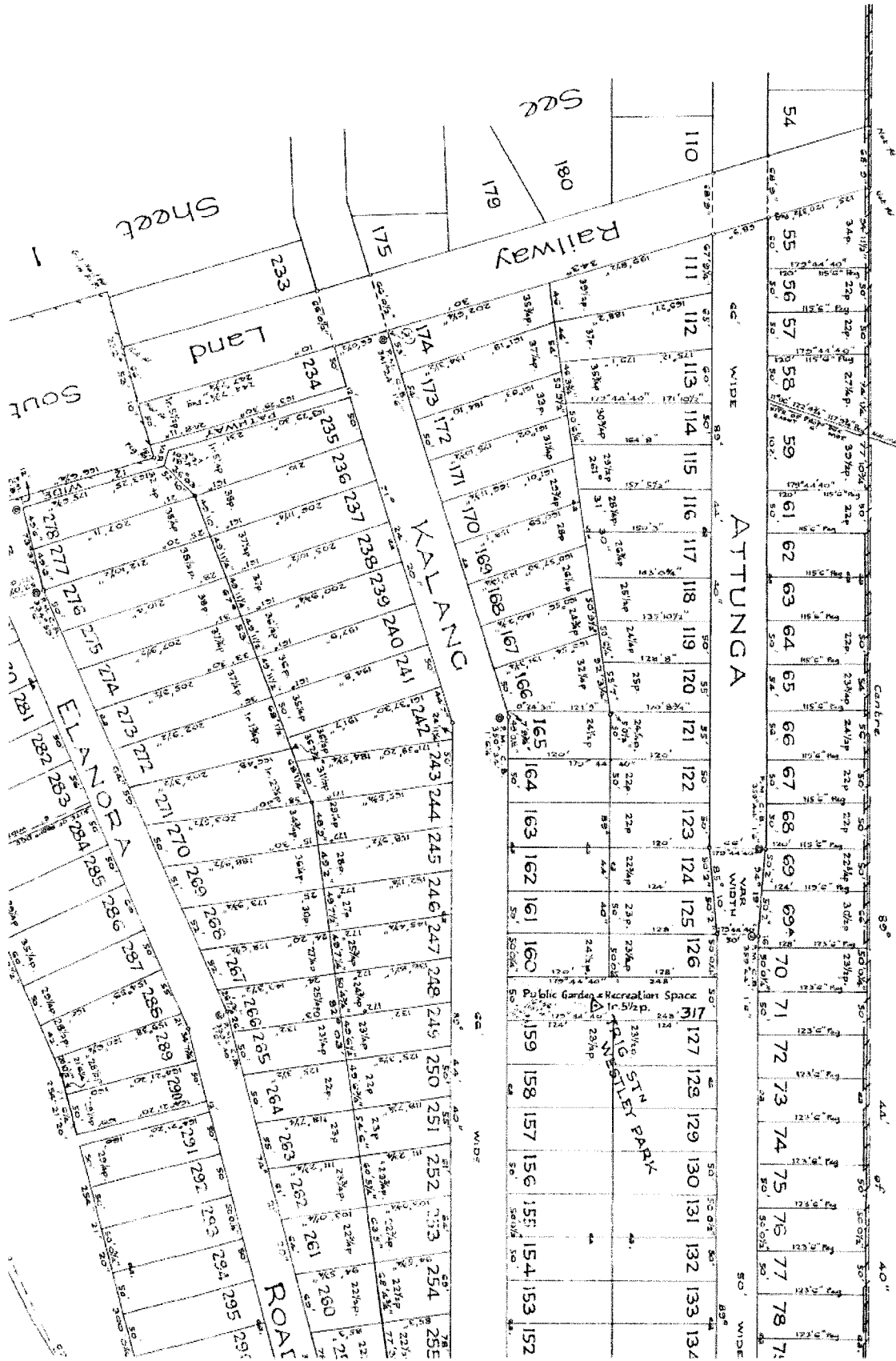
Sheet 2
 of 2 sheets

DEP
 PLAN No 30126
 1953

M M

H231050 10:6:59

DP30126 SL 2/2 (E)



Scale: 100 feet to an inch.

D.P. 30126 SH 2/2 (E)

Surveyor registered under the Surveyors Act 1929

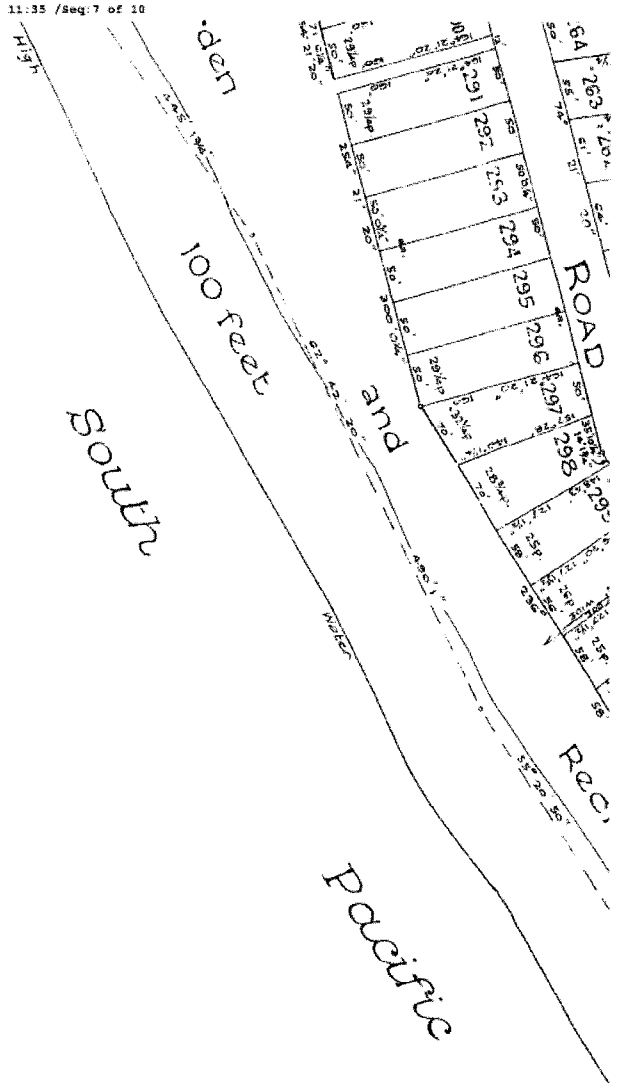
Director

This is sheet 2 of plan referred to in certificate of a survey made by me on 6-3-59

[Signature] Mayor
[Signature] Town Clerk

The Common Seal of the Council of the Municipality of ... was hereunto affixed in pursuance of a resolution of the Council passed on the 10th day of May 1959.

R.M. 17 1992



DEP PLAN No 30126 SH 2/2
 1959

Approved by Council and certified in
 accordance with the provisions of Section
 227 of the Local Government Act, 1974.
 Subdivision 16 of 9/1974
 Council Clerk *[Signature]*

DP 30126 SH 2/2-2 (E)

The dimensions of all of the
 Small Lots shown in this certificate
 by this certificate are to be
 as shown by the resolution of
 the Council dated 27/1/1974
 by which it was resolved

Scale: 1:100 feet



CONVERSION TABLE ADDIN
 REGISTAR GENERAL'S DEPARTMENT
 CP 3028A SM 1/2 CONTI

FEE INCHES	METRES
1	0.0254
2	0.0508
3	0.0762
4	0.1016
5	0.1270
6	0.1524
7	0.1778
8	0.2032
9	0.2286
10	0.2540
11	0.2794
12	0.3048
13	0.3302
14	0.3556
15	0.3810
16	0.4064
17	0.4318
18	0.4572
19	0.4826
20	0.5080
21	0.5334
22	0.5588
23	0.5842
24	0.6096
25	0.6350
26	0.6604
27	0.6858
28	0.7112
29	0.7366
30	0.7620
31	0.7874
32	0.8128
33	0.8382
34	0.8636
35	0.8890
36	0.9144
37	0.9398
38	0.9652
39	0.9906
40	1.0160
41	1.0414
42	1.0668
43	1.0922
44	1.1176
45	1.1430
46	1.1684
47	1.1938
48	1.2192
49	1.2446
50	1.2700
51	1.2954
52	1.3208
53	1.3462
54	1.3716
55	1.3970
56	1.4224
57	1.4478
58	1.4732
59	1.4986
60	1.5240
61	1.5494
62	1.5748
63	1.6002
64	1.6256
65	1.6510
66	1.6764
67	1.7018
68	1.7272
69	1.7526
70	1.7780
71	1.8034
72	1.8288
73	1.8542
74	1.8796
75	1.9050
76	1.9304
77	1.9558
78	1.9812
79	2.0066
80	2.0320
81	2.0574
82	2.0828
83	2.1082
84	2.1336
85	2.1590
86	2.1844
87	2.2098
88	2.2352
89	2.2606
90	2.2860
91	2.3114
92	2.3368
93	2.3622
94	2.3876
95	2.4130
96	2.4384
97	2.4638
98	2.4892
99	2.5146
100	2.5400
101	2.5654
102	2.5908
103	2.6162
104	2.6416
105	2.6670
106	2.6924
107	2.7178
108	2.7432
109	2.7686
110	2.7940
111	2.8194
112	2.8448
113	2.8702
114	2.8956
115	2.9210
116	2.9464
117	2.9718
118	2.9972
119	3.0226
120	3.0480
121	3.0734
122	3.0988
123	3.1242
124	3.1496
125	3.1750
126	3.2004
127	3.2258
128	3.2512
129	3.2766
130	3.3020
131	3.3274
132	3.3528
133	3.3782
134	3.4036
135	3.4290
136	3.4544
137	3.4798
138	3.5052
139	3.5306
140	3.5560
141	3.5814
142	3.6068
143	3.6322
144	3.6576
145	3.6830
146	3.7084
147	3.7338
148	3.7592
149	3.7846
150	3.8100
151	3.8354
152	3.8608
153	3.8862
154	3.9116
155	3.9370
156	3.9624
157	3.9878
158	4.0132
159	4.0386
160	4.0640
161	4.0894
162	4.1148
163	4.1402
164	4.1656
165	4.1910
166	4.2164
167	4.2418
168	4.2672
169	4.2926
170	4.3180
171	4.3434
172	4.3688
173	4.3942
174	4.4196
175	4.4450
176	4.4704
177	4.4958
178	4.5212
179	4.5466
180	4.5720
181	4.5974
182	4.6228
183	4.6482
184	4.6736
185	4.6990
186	4.7244
187	4.7498
188	4.7752
189	4.8006
190	4.8260
191	4.8514
192	4.8768
193	4.9022
194	4.9276
195	4.9530
196	4.9784
197	5.0038
198	5.0292
199	5.0546
200	5.0800

CONVERSION TABLE ADDIN
 REGISTAR GENERAL'S DEPARTMENT
 CP 3028 SM 1/2 CONTI

FEE INCHES	METRES
39	2 3/4
40	3 1/8
41	3 3/8
42	3 5/8
43	4 1/8
44	4 3/8
45	4 5/8
46	5 1/8
47	5 3/8
48	5 5/8
49	6 1/8
50	6 3/8
51	6 5/8
52	7 1/8
53	7 3/8
54	7 5/8
55	8 1/8
56	8 3/8
57	8 5/8
58	9 1/8
59	9 3/8
60	9 5/8
61	10 1/8
62	10 3/8
63	10 5/8
64	11 1/8
65	11 3/8
66	11 5/8
67	12 1/8
68	12 3/8
69	12 5/8
70	13 1/8
71	13 3/8
72	13 5/8
73	14 1/8
74	14 3/8
75	14 5/8
76	15 1/8
77	15 3/8
78	15 5/8
79	16 1/8
80	16 3/8
81	16 5/8
82	17 1/8
83	17 3/8
84	17 5/8
85	18 1/8
86	18 3/8
87	18 5/8
88	19 1/8
89	19 3/8
90	19 5/8
91	20 1/8
92	20 3/8
93	20 5/8
94	21 1/8
95	21 3/8
96	21 5/8
97	22 1/8
98	22 3/8
99	22 5/8
100	23 1/8
101	23 3/8
102	23 5/8
103	24 1/8
104	24 3/8
105	24 5/8
106	25 1/8
107	25 3/8
108	25 5/8
109	26 1/8
110	26 3/8
111	26 5/8
112	27 1/8
113	27 3/8
114	27 5/8
115	28 1/8
116	28 3/8
117	28 5/8
118	29 1/8
119	29 3/8
120	29 5/8
121	30 1/8
122	30 3/8
123	30 5/8
124	31 1/8
125	31 3/8
126	31 5/8
127	32 1/8
128	32 3/8
129	32 5/8
130	33 1/8
131	33 3/8
132	33 5/8
133	34 1/8
134	34 3/8
135	34 5/8
136	35 1/8
137	35 3/8
138	35 5/8
139	36 1/8
140	36 3/8
141	36 5/8
142	37 1/8
143	37 3/8
144	37 5/8
145	38 1/8
146	38 3/8
147	38 5/8
148	39 1/8
149	39 3/8
150	39 5/8
151	40 1/8
152	40 3/8
153	40 5/8
154	41 1/8
155	41 3/8
156	41 5/8
157	42 1/8
158	42 3/8
159	42 5/8
160	43 1/8
161	43 3/8
162	43 5/8
163	44 1/8
164	44 3/8
165	44 5/8
166	45 1/8
167	45 3/8
168	45 5/8
169	46 1/8
170	46 3/8
171	46 5/8
172	47 1/8
173	47 3/8
174	47 5/8
175	48 1/8
176	48 3/8
177	48 5/8
178	49 1/8
179	49 3/8
180	49 5/8
181	50 1/8
182	50 3/8
183	50 5/8
184	51 1/8
185	51 3/8
186	51 5/8
187	52 1/8
188	52 3/8
189	52 5/8
190	53 1/8
191	53 3/8
192	53 5/8
193	54 1/8
194	54 3/8
195	54 5/8
196	55 1/8
197	55 3/8
198	55 5/8
199	56 1/8
200	56 3/8

CONVERSION TABLE ADDIN
 REGISTAR GENERAL'S DEPARTMENT
 CP 3028 SM 1/2 CONTI

FEE INCHES	METRES
117	1 1/4
118	1 3/4
119	2 1/8
120	2 3/8
121	2 5/8
122	3 1/8
123	3 3/8
124	3 5/8
125	4 1/8
126	4 3/8
127	4 5/8
128	5 1/8
129	5 3/8
130	5 5/8
131	6 1/8
132	6 3/8
133	6 5/8
134	7 1/8
135	7 3/8
136	7 5/8
137	8 1/8
138	8 3/8
139	8 5/8
140	9 1/8
141	9 3/8
142	9 5/8
143	10 1/8
144	10 3/8
145	10 5/8
146	11 1/8
147	11 3/8
148	11 5/8
149	12 1/8
150	12 3/8
151	12 5/8
152	13 1/8
153	13 3/8
154	13 5/8
155	14 1/8
156	14 3/8
157	14 5/8
158	15 1/8
159	15 3/8
160	15 5/8
161	16 1/8
162	16 3/8
163	16 5/8
164	17 1/8
165	17 3/8
166	17 5/8
167	18 1/8
168	18 3/8
169	18 5/8
170	19 1/8
171	19 3/8
172	19 5/8
173	20 1/8
174	20 3/8
175	20 5/8
176	21 1/8
177	21 3/8
178	21 5/8
179	22 1/8
180	22 3/8
181	22 5/8
182	23 1/8
183	23 3/8
184	23 5/8
185	24 1/8
186	24 3/8
187	24 5/8
188	25 1/8
189	25 3/8
190	25 5/8
191	26 1/8
192	26 3/8
193	26 5/8
194	27 1/8
195	27 3/8
196	27 5/8
197	28 1/8
198	28 3/8
199	28 5/8
200	29 1/8

CONVERSION TABLE ADDIN
 REGISTAR GENERAL'S DEPARTMENT
 CP 3028 SM 1/2 CONTI

FEE INCHES	METRES
220	2 1/4
221	2 3/4
222	3 1/8
223	3 3/8
224	3 5/8
225	4 1/8
226	4 3/8
227	4 5/8
228	5 1/8
229	5 3/8
230	5 5/8
231	6 1/8
232	6 3/8
233	6 5/8
234	7 1/8
235	7 3/8
236	7 5/8
237	8 1/8
238	8 3/8
239	8 5/8
240	9 1/8
241	9 3/8
242	9 5/8
243	10 1/8
244	10 3/8
245	10 5/8
246	11 1/8
247	11 3/8
248	11 5/8
249	12 1/8
250	12 3/8
251	12 5/8
252	13 1/8
253	13 3/8
254	13 5/8
255	14 1/8
256	14 3/8
257	14 5/8
258	15 1/8
259	15 3/8
260	15 5/8
261	16 1/8
262	16 3/8
263	16 5/8
264	17 1/8
265	17 3/8
266	17 5/8
267	18 1/8
268	18 3/8
269	18 5/8
270	19 1/8
271	19 3/8
272	19 5/8
273	20 1/8
274	20 3/8

CONVERSION TABLE ADDIN
 REGISTRY GENERAL'S DEPARTMENT

FEET INCHES	METRES
1 2 3/8	0.365
1 6 1/4	0.447
1 6 1/2	0.470
1 7 1/2	0.493
2 3/4	0.514
3 1/2	0.533
4 1/2	0.557
5 0 2/8	0.581
5 3 1/2	0.605
6 1 1/2	0.629
7 3/4	0.652
8 1/2	0.676
9 1/2	0.699
10 1/2	0.722
11 1/2	0.746
12 1/2	0.769
13 1/2	0.793
14 1/2	0.816
15 1/2	0.839
16 1/2	0.862
17 1/2	0.885
18 1/2	0.908
19 1/2	0.931
20 1/2	0.954
21 1/2	0.977
22 1/2	1.000
23 1/2	1.023
24 1/2	1.046
25 1/2	1.069
26 1/2	1.092
27 1/2	1.115
28 1/2	1.138
29 1/2	1.161
30 1/2	1.184
31 1/2	1.207
32 1/2	1.230
33 1/2	1.253
34 1/2	1.276
35 1/2	1.299
36 1/2	1.322
37 1/2	1.345
38 1/2	1.368
39 1/2	1.391
40 1/2	1.414
41 1/2	1.437
42 1/2	1.460
43 1/2	1.483
44 1/2	1.506
45 1/2	1.529
46 1/2	1.552
47 1/2	1.575
48 1/2	1.598
49 1/2	1.621
50 1/2	1.644
51 1/2	1.667
52 1/2	1.690
53 1/2	1.713
54 1/2	1.736
55 1/2	1.759
56 1/2	1.782
57 1/2	1.805
58 1/2	1.828
59 1/2	1.851
60 1/2	1.874
61 1/2	1.897
62 1/2	1.920
63 1/2	1.943
64 1/2	1.966
65 1/2	1.989
66 1/2	2.012
67 1/2	2.035
68 1/2	2.058
69 1/2	2.081
70 1/2	2.104
71 1/2	2.127
72 1/2	2.150
73 1/2	2.173
74 1/2	2.196
75 1/2	2.219
76 1/2	2.242
77 1/2	2.265
78 1/2	2.288
79 1/2	2.311
80 1/2	2.334
81 1/2	2.357
82 1/2	2.380
83 1/2	2.403
84 1/2	2.426
85 1/2	2.449
86 1/2	2.472
87 1/2	2.495
88 1/2	2.518
89 1/2	2.541
90 1/2	2.564
91 1/2	2.587
92 1/2	2.610
93 1/2	2.633
94 1/2	2.656
95 1/2	2.679
96 1/2	2.702
97 1/2	2.725
98 1/2	2.748
99 1/2	2.771
100 1/2	2.794
101 1/2	2.817
102 1/2	2.840
103 1/2	2.863
104 1/2	2.886
105 1/2	2.909
106 1/2	2.932
107 1/2	2.955
108 1/2	2.978
109 1/2	3.001
110 1/2	3.024

CONVERSION TABLE ADDIN
 REGISTRY GENERAL'S DEPARTMENT

FEET INCHES	METRES
111 1/2	3.047
112 1/2	3.070
113 1/2	3.093
114 1/2	3.116
115 1/2	3.139
116 1/2	3.162
117 1/2	3.185
118 1/2	3.208
119 1/2	3.231
120 1/2	3.254
121 1/2	3.277
122 1/2	3.300
123 1/2	3.323
124 1/2	3.346
125 1/2	3.369
126 1/2	3.392
127 1/2	3.415
128 1/2	3.438
129 1/2	3.461
130 1/2	3.484
131 1/2	3.507
132 1/2	3.530
133 1/2	3.553
134 1/2	3.576
135 1/2	3.599
136 1/2	3.622
137 1/2	3.645
138 1/2	3.668
139 1/2	3.691
140 1/2	3.714
141 1/2	3.737
142 1/2	3.760
143 1/2	3.783
144 1/2	3.806
145 1/2	3.829
146 1/2	3.852
147 1/2	3.875
148 1/2	3.898
149 1/2	3.921
150 1/2	3.944
151 1/2	3.967
152 1/2	3.990
153 1/2	4.013
154 1/2	4.036
155 1/2	4.059
156 1/2	4.082
157 1/2	4.105
158 1/2	4.128
159 1/2	4.151
160 1/2	4.174
161 1/2	4.197
162 1/2	4.220
163 1/2	4.243
164 1/2	4.266
165 1/2	4.289
166 1/2	4.312
167 1/2	4.335
168 1/2	4.358
169 1/2	4.381
170 1/2	4.404
171 1/2	4.427
172 1/2	4.450
173 1/2	4.473
174 1/2	4.496
175 1/2	4.519
176 1/2	4.542
177 1/2	4.565
178 1/2	4.588
179 1/2	4.611
180 1/2	4.634
181 1/2	4.657
182 1/2	4.680
183 1/2	4.703
184 1/2	4.726
185 1/2	4.749
186 1/2	4.772
187 1/2	4.795
188 1/2	4.818
189 1/2	4.841
190 1/2	4.864
191 1/2	4.887
192 1/2	4.910
193 1/2	4.933
194 1/2	4.956
195 1/2	4.979
196 1/2	5.002
197 1/2	5.025
198 1/2	5.048
199 1/2	5.071
200 1/2	5.094
201 1/2	5.117
202 1/2	5.140
203 1/2	5.163
204 1/2	5.186
205 1/2	5.209
206 1/2	5.232
207 1/2	5.255
208 1/2	5.278
209 1/2	5.301
210 1/2	5.324
211 1/2	5.347
212 1/2	5.370
213 1/2	5.393
214 1/2	5.416
215 1/2	5.439
216 1/2	5.462
217 1/2	5.485
218 1/2	5.508
219 1/2	5.531
220 1/2	5.554
221 1/2	5.577
222 1/2	5.600
223 1/2	5.623
224 1/2	5.646
225 1/2	5.669
226 1/2	5.692
227 1/2	5.715
228 1/2	5.738
229 1/2	5.761
230 1/2	5.784
231 1/2	5.807
232 1/2	5.830
233 1/2	5.853
234 1/2	5.876
235 1/2	5.899
236 1/2	5.922
237 1/2	5.945
238 1/2	5.968
239 1/2	5.991
240 1/2	6.014
241 1/2	6.037
242 1/2	6.060
243 1/2	6.083
244 1/2	6.106
245 1/2	6.129
246 1/2	6.152
247 1/2	6.175
248 1/2	6.198
249 1/2	6.221
250 1/2	6.244

CONVERSION TABLE ADDIN
 REGISTRY GENERAL'S DEPARTMENT

FEET INCHES	METRES
251 1/2	6.267
252 1/2	6.290
253 1/2	6.313
254 1/2	6.336
255 1/2	6.359
256 1/2	6.382
257 1/2	6.405
258 1/2	6.428
259 1/2	6.451
260 1/2	6.474
261 1/2	6.497
262 1/2	6.520
263 1/2	6.543
264 1/2	6.566
265 1/2	6.589
266 1/2	6.612
267 1/2	6.635
268 1/2	6.658
269 1/2	6.681
270 1/2	6.704
271 1/2	6.727
272 1/2	6.750
273 1/2	6.773
274 1/2	6.796
275 1/2	6.819
276 1/2	6.842
277 1/2	6.865
278 1/2	6.888
279 1/2	6.911
280 1/2	6.934
281 1/2	6.957
282 1/2	6.980
283 1/2	7.003
284 1/2	7.026
285 1/2	7.049
286 1/2	7.072
287 1/2	7.095
288 1/2	7.118
289 1/2	7.141
290 1/2	7.164
291 1/2	7.187
292 1/2	7.210
293 1/2	7.233
294 1/2	7.256
295 1/2	7.279
296 1/2	7.302
297 1/2	7.325
298 1/2	7.348
299 1/2	7.371
300 1/2	7.394
301 1/2	7.417
302 1/2	7.440
303 1/2	7.463
304 1/2	7.486
305 1/2	7.509
306 1/2	7.532
307 1/2	7.555
308 1/2	7.578
309 1/2	7.601
310 1/2	7.624
311 1/2	7.647
312 1/2	7.670
313 1/2	7.693
314 1/2	7.716
315 1/2	7.739
316 1/2	7.762
317 1/2	7.785
318 1/2	7.808
319 1/2	7.831
320 1/2	7.854
321 1/2	7.877
322 1/2	7.900
323 1/2	7.923
324 1/2	7.946
325 1/2	7.969
326 1/2	7.992
327 1/2	8.015
328 1/2	8.038
329 1/2	8.061
330 1/2	8.084
331 1/2	8.107
332 1/2	8.130
333 1/2	8.153
334 1/2	8.176
335 1/2	8.199
336 1/2	8.222
337 1/2	8.245
338 1/2	8.268
339 1/2	8.291
340 1/2	8.314
341 1/2	8.337
342 1/2	8.360
343 1/2	8.383
344 1/2	8.406
345 1/2	8.429
346 1/2	8.452
347 1/2	8.475
348 1/2	8.498
349 1/2	8.521
350 1/2	8.544
351 1/2	8.567
352 1/2	8.590
353 1/2	8.613
354 1/2	8.636
355 1/2	8.659
356 1/2	8.682
357 1/2	8.705
358 1/2	8.728
359 1/2	8.751
360 1/2	8.774
361 1/2	8.797
362 1/2	8.820
363 1/2	8.843
364 1/2	8.866
365 1/2	8.889
366 1/2	8.912
367 1/2	8.935
368 1/2	8.958
369 1/2	8.981
370 1/2	9.004
371 1/2	9.027
372 1/2	9.050
373 1/2	9.073
374 1/2	9.096
375 1/2	9.119
376 1/2	9.142
377 1/2	9.165
378 1/2	9.188
379 1/2	9.211
380 1/2	9.234
381 1/2	9.257
382 1/2	9.280
383 1/2	9.303
384 1/2	9.326
385 1/2	9.349
386 1/2	9.372
387 1/2	9.395
388 1/2	9.418
389 1/2	9.441
390 1/2	9.464
391 1/2	9.487
392 1/2	9.510
393 1/2	9.533
394 1/2	9.556
395 1/2	9.579
396 1/2	9.602
397 1/2	9.625
398 1/2	9.648
399 1/2	9.671
400 1/2	9.694
401 1/2	9.717
402 1/2	9.740
403 1/2	9.763
404 1/2	9.786
405 1/2	9.809
406 1/2	9.832
407 1/2	9.855
408 1/2	9.878
409 1/2	9.901
410 1/2	9.924
411 1/2	9.947
412 1/2	9.970
413 1/2	9.993
414 1/2	10.016
415 1/2	10.039
416 1/2	10.062
417 1/2	10.085
418 1/2	10.108
419 1/2	10.131
420 1/2	10.154
421 1/2	10.177
422 1/2	10.200
423 1/2	10.223
424 1/2	10.246
425 1/2	10.269
426 1/2	10.292
427 1/2	10.315
428 1/2	10.338
429 1/2	10.361
430 1/2	10.384
431 1/2	10.407
432 1/2	10.430
433 1/2	10.453
434 1/2	10.476
435 1/2	10.499
436 1/2	10.522
437 1/2	10.545
438 1/2	10.568

J610220

And the transferee covenant(s) with the transferor

1. That only one main building shall be erected on each of the Lots hereby transferred.
2. That no building shall be erected on the land hereby transferred or any part thereof unless such building shall be constructed of brick, stone, timber, fibre or other material approved by the transferor
3. That any building erected on the land hereby transferred shall be used only for the purpose of a private dwelling house or other purposes approved by the transferor
4. That any main building erected on the land hereby transferred shall have a floor space of not less than 600 square feet
5. That whilst the adjoining land is owned by the transferor no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the transferor and its assigns in title but such consent shall not be withheld if such fence is erected without expense to the transferor and its assigns in title and in favour of any person dealing with the transferee or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected

6. AND IT IS HEREBY AGREED AND DECLARED:

- (a) That the land to which the benefit of these restrictions is appurtenant is the residue of the land comprised in Deposited Plan No. 30126
- (b) That the land which is the subject of the burden of these restrictions is the land hereby transferred
- (c) That the person having the right to release vary or modify the restrictions is the transferor and its assigns in title

4 So far as it is unnecessary, or
substantially unjust,

- (i) if any covenants are to
be varied or any excep-
tions to be made; or
- (ii) if the statutory coven-
ants implied by the Act
are intended to be varied
or modified.

Covenants should comply with
the provisions of Section 88 of
the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO.

* A very short note will suffice.

K1149-1

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P. or Commissioner for Affidavits, in whom the Transferor is known, or before the attesting witness above, or before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 102 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.
(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Consular or Secretary at an Embassy, High Commissioner's Office or Legation), (iii) Consul-General, Consul, Vice-Consul, Trade Commissioner and Consul-General and includes a person appointed to hold or act in the office of Consular Officer, Secretary or Assistant Official Secretary at the Australian Consulate's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, Hon. Sec. W. Government Offices, London, who should affix his seal or office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

It is not necessary to use any other words. Add any other matter necessary to show that the power is effective.
It is signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.
† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person fraudulently or negligently certifying liable to a penalty of £50, save to a Justice recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without duress, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferor or is subject to a mortgage, encumbrance or lease, the Transferor must accept personally.
No alterations should be made by stamp. The words referred to should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noted in the attestation.

Signed at Perouse the 3rd day of March 1964.
THE COMMON SEAL OF THE REGISTRAR GENERAL OF NEW SOUTH WALES
Signed in my presence by the transferor
COLEMAN PTY. LIMITED was hereunto
WHO IS PERSONALLY KNOWN TO ME
attixed by Order of the Board in the
presence of



[Signature]
Secretary

[Signature]
Director

Transferor.*

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the transferee
CYNTHIA L. BAIN HATCHER
WHO IS PERSONALLY KNOWN TO ME
[Signature]

[Signature]
Transferee(s).

MEMORANDUM AS TO NON-REVOCAION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at _____ the _____ day of _____ 19____
Signed in the presence of— _____

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.*

Appeared before me at _____, the _____ day of _____, one thousand _____ and declared that he personally knew _____ the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said _____ is _____ own handwriting, and that _____ he was of sound mind and freely and voluntarily signed the same.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.
† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person fraudulently or negligently certifying liable to a penalty of £50, save to a Justice recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without duress, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferor or is subject to a mortgage, encumbrance or lease, the Transferor must accept personally.
No alterations should be made by stamp. The words referred to should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noted in the attestation.

No. _____

LODGED BY MORRIS HAYES & EDGAR
LAW STATIONERS
 57 CASTLEBRIDGE STREET
 SYDNEY NSW 2062

J-610220

FEES

The fees, which are payable on lodgment, are as follows—
 (a) \$3 the DL where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise \$4. Where such instrument is to be subject on more than one folium of the register, an additional charge of \$4 is made for every Certificate of Title or Crown Grant after the first.
 (b) A supplementary charge of \$1 is made in each of the following—
 (i) Where a restrictive covenant is imposed; or
 (ii) A new easement is created; or
 (iii) A partial discharge of mortgage is effected on the transfer.

DOCUMENTS LODGED HEREWITH

To be filed in by press lodging dealing.

- 1. _____
 - 2. _____
 - 3. _____
 - 4. _____
 - 5. _____
 - 6. _____
- } Received Docs. Nos.
 } Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE

(N.B.—Before execution read marginal note.)

I, **FREDRICK NOBLE BINKS and CHRISTINA BINKS**

mortgagee under Mortgage No. H660489

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole or part of the residue of the land in the Certificate of Title or Crown Grant or the whole of the land in the mortgage.

Dated at **NOWRA** this **THIRD** day of **MARCH** 19**64**.

Signed in my presence by
FREDRICK NOBLE BINKS and CHRISTINA BINKS

F. Binks
C. Binks

who is personally known to me.

Blundell J.P.

Mortgagee.

INDEXED	MEMORANDUM OF TRANSFER <i>Subject to Consent</i>
Checked by <i>KB</i>	Particulars entered in Register Book.
Passed (in S.D.B.) by <i>MB</i>	M.P.D.
Signed by <i>[Signature]</i>	on <i>11-5-1964</i> at <i>10 o'clock</i> <i>[Signature]</i> Registrar-General.

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written	<i>[Signature]</i>	<i>18/4/64</i>
Draft examined	<i>[Signature]</i>	<i>21/4/64</i>
Diagram prepared	<i>[Signature]</i>	<i>21/5/64</i>
Diagram examined	<i>[Signature]</i>	<i>12/5/64</i>
Draft forwarded	<i>[Signature]</i>	<i>11/64</i>
Supt. of Engravers		
Cancellation Clerk		
Vol. 9705	Fol. 2	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.



KIAMA MUNICIPAL COUNCIL
your council, your community

PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7(2) OF THE
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

APPLICANT DETAILS:

InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Certificate Number: 900.2024.215
Applicant Reference: KI-W268

Certificate Date: 27/03/2024

PROPERTY DESCRIPTION:

Property Number: 7206
Property Title: LOT: 292 DP: 30126
Property Address: 30 Elanora Road KIAMA HEIGHTS NSW 2533

SECTION 10.7 (2): Matters relating to the land that are prescribed under Schedule 2 of the *Environmental Planning and Assessment Regulation 2021*

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

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

State Environmental Planning Instruments:

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy (Transport and Infrastructure) 2021

All correspondence Chief Executive Officer PO Box 75 Kiama NSW 2533

Contacts P (02) 4232 0444

E council@kiama.nsw.gov.au

W www.kiama.nsw.gov.au

11 Manning Street Kiama NSW 2533

ABN 22 379 679 108

RESPECT • INTEGRITY • INNOVATION • TEAMWORK • EXCELLENCE •



Note: The NSW Legislation website (www.legislation.nsw.gov.au) should be referred to for full details of each Environmental Planning Instrument to determine the extent that it applies to the land or any future land use and/or development proposal.

Local Environmental Planning Instruments:

Kiama Local Environmental Plan 2011.

Development Control Plans:

Kiama Development Control Plan 2020.

This plan is a consolidated Development Control Plan (DCP) giving an added level of guidance for development in the Kiama Municipality.

- (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 Environmental Planning Instruments - Draft State Environmental Planning Policies:

DRAFT STATE ENVIRONMENTAL PLANNING POLICY (Remediation of Land)

The new SEPP will retain elements of SEPP 55, and add new provisions to establish a modern approach to the management of contaminated land.

Refer to the NSW Planning Portal website for further information (under Draft Plans and Policies - Under Consideration) www.planningportal.nsw.gov.au

Proposed Environmental Planning Instruments – Planning Proposals for a Local Environmental Plan:

There ARE NO Planning Proposals for a Local Environmental Plan (Proposed Environmental Planning Instruments) which are or have been the subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Draft Development Control Plans:

KIAMA DEVELOPMENT CONTROL PLAN 2020 - DRAFT CHAPTER 13: AGRITOURISM

Council at its ordinary meeting of 21 November 2023 resolved to endorse a new DCP Chapter 13: Agritourism for public exhibition. The new chapter will ensure that Council has adequate development controls in place to assess development applications for farm gate premises and farm experience premises. The provisions relating to farm stay accommodation that exist in Chapter 10.2 of the Kiama DCP 2020 have been reviewed and the Model DCP provisions that are relevant to the local area have either been integrated or inserted into the draft DCP provisions relating to farm stay accommodation. The full report can be found on Council's website www.kiama.nsw.gov.au

- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if –
- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - (b) for a proposed environmental planning instrument – the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) In this section –
- proposed environmental planning instrument* means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

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

- (a) the identity of the zone, whether by reference to –
 - (i) a name, such as “Residential Zone” or “Heritage Area”, or
 - (ii) a number, such as “Zone No 2 (a)”,
- (b) the purposes for which development in the zone –
 - (i) may be carried out without development consent, and
 - (ii) may not be carried out except with development consent, and
 - (iii) is prohibited,

KIAMA LOCAL ENVIRONMENTAL PLAN 2011:

(a) ZONE R2 LOW DENSITY RESIDENTIAL

(b)(i) Permitted without consent:

Home occupations

(b)(ii) Permitted with consent:

Bed and breakfast accommodation; Boat sheds; Business identification signs; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Hospitals; Multi dwelling housing; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Roads; Secondary dwellings; Semi-detached dwellings; Tank-based aquaculture

(b)(iii) Prohibited:

Any development not specified in item (b)(i) or (b)(ii)

(c) whether additional permitted uses apply to the land,

There ARE NO Additional Permitted Uses that apply to the land under Kiama Local Environmental Plan 2011.

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

The land IS NOT affected by a development standard which fixes minimum land dimensions for the erection of a dwelling house under Kiama Local Environmental Plan 2011.

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

Council IS UNAWARE the land is an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

- (f) whether the land is in a conservation area, however described,**

The land IS NOT in a conservation area under Kiama Local Environmental Plan 2011.

- (g) whether an item of environmental heritage, however described, is located on the land.**

A heritage item IS NOT situated on the land under Kiama Local Environmental Plan 2011, unless a dry stone wall is situated on the land and the land is within the locality of Dunmore, Foxground, Jamberoo or Kiama, then a heritage item IS situated on the land under Kiama Local Environmental Plan 2011.

3 CONTRIBUTIONS

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

The land IS AFFECTED by the Kiama Municipal Council Section 7.12 Contribution Plan under the Environmental Planning and Assessment Act, 1979, Division 7.1.

There ARE NO draft contribution plans applying to the land under the Environmental Planning and Assessment Act 1979, Division 7.1.

Development Contributions are monetary contributions payable to Council under the *Environmental Planning and Assessment Act 1979*, Division 7.1. Contributions payable to Council help fund infrastructure that will be required by future users of the new development.

Contributions levied under a Section 7.12 contribution plan are calculated based on the proposed cost of carrying out the development and the applicable levy percentage.

Where applicable, the requirement to pay contributions will be included in any development consent or complying development certificate issued. Further information and copies of the Contribution Plan (which include the contribution rates) are available on Council's website.

- (2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 –**
- (a) the name of the region, and**
 - (b) the name of the Ministerial planning order in which the region is identified.**

The land IS IDENTIFIED within the Illawarra-Shoalhaven region of the *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023*.

Details of the amount of contribution, where the contribution will apply, the types of development that the contribution will apply to, when it needs to be paid and details about how the contribution will be administered can be found on the NSW Planning Portal (www.planningportal.nsw.gov.au), by searching for "Housing and Productivity Contribution".

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

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

- (4) In this section –**

continued 7.23 determination means a 7.23 determination that –

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

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

4 COMPLYING DEVELOPMENT

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

In accordance with the provisions of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, clauses 1.17A(1)(c)-(e), (2), (3) or (4), 1.18(1)(c3) or 1.19, the following advice is provided under this section for each of the complying development codes. Where the land is partially affected by one or more of those provisions, complying development may be carried out on the part of the land that the clauses do not apply to.

Further development controls may apply for complying development. Refer to *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* and *Kiama Local Environmental Plan 2011* for full details.

Dry Stone Walls:

No inspection of the property has been made for the purpose of issuing this certificate. Where a dry stone wall is situated on the land and the land is located within the locality of Dunmore, Foxground, Jamberoo or Kiama, complying development, under each of the complying development codes, (as they apply to the land) MAY NOT be carried out on that PART of the land as it is land that is identified as a heritage item by an environmental planning instrument in accordance with *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, clause 1.17A(1)(d) (iii) and clause 1.19(3A)d. Council encourages you to make a full inspection of the property to determine if a dry stone wall is situated on the land to which this certificate relates.

The Housing Code

Under the Housing Code, Complying Development MAY be carried out on the land.

The Rural Housing Code

Under the Rural Housing Code, Complying Development MAY NOT be carried out on the land within zone R2 Low Density Residential.

Note: The Rural Housing Code only applies to land within zones RU1 Primary Production, RU2 Rural Landscape and R5 Large Lot Residential under Kiama Local Environmental Plan 2011.

The Low Rise Housing Diversity Code

Under the Low Rise Housing Diversity Code, Complying Development MAY be carried out on the land.

The Greenfield Housing Code

Under the Greenfield Housing Code, Complying Development MAY NOT be carried out on the land as it is not land identified within the Greenfield Housing Code Area under the Codes SEPP.

The Inland Code

Under the Inland Code, Complying Development MAY NOT be carried out on the land as the Code does not apply to land in the Kiama Local Government Area.

The Housing Alterations Code

Under the Housing Alterations Code, Complying Development MAY be carried out on the land.

The General Development Code

Under the General Development Code, Complying Development MAY be carried out on the land.

The Industrial and Business Alterations Code

Under the Industrial and Business Alterations Code, Complying Development MAY be carried out on the land.

The Industrial and Business Buildings Code

Under the Industrial and Business Buildings Code, Complying Development MAY NOT be carried out on the land within zone R2 Low Density Residential.

Note: The Industrial and Business Buildings Code only applies to land within zones E1 Local Centre, E3 Productive Support, E4 General Industrial, W4 Working Waterfront and SP2 Infrastructure under Kiama Local Environmental Plan 2011.

The Container Recycling Facilities Code

Under the Container Recycling Facilities Code, Complying Development MAY be carried out on the land.

The Subdivisions Code

Under the Subdivisions Code, Complying Development MAY be carried out on the land.

The Demolition Code

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

The Fire Safety Code

Under the Fire Safety Code, Complying Development MAY be carried out on the land.

The Agritourism and Farm Stay Accommodation Code

Under the Agritourism and Farm Stay Accommodation Code, Complying Development MAY NOT be carried out on the land within zone R2 Low Density Residential.

Note: The Agritourism and Farm Stay Accommodation Code only applies to land within zones RU1 Primary Production and RU2 Rural Landscape under Kiama Local Environmental Plan 2011.

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

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

5 EXEMPT DEVELOPMENT

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that –
 - (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

In accordance with the provisions of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, clauses 1.16(1)(b1)-(d) or 1.16A, the following advice is provided under this section for each of the exempt development codes. Where the land is partially affected by one or more of those provisions, exempt development may be carried out on the part of the land that the clauses do not apply to.

Further requirements may apply for exempt development. Refer to *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* and *Kiama Local Environmental Plan 2011* for full details.

The General Exempt Development Code

Under the General Exempt Development Code, Exempt Development MAY be carried out on the land.

The Advertising and Signage Exempt Development Code

Under the Advertising and Signage Exempt Development Code, Exempt Development MAY be carried out on the land.

The Temporary Uses and Structures Exempt Development Code

Under the Temporary Uses and Structures Exempt Development Code, Exempt Development MAY be carried out on the land.

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

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

6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether the council is aware that –

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

(2) In this section –

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

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

Council IS NOT aware that –

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

7 LAND RESERVED FOR ACQUISITION

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

The land IS NOT affected by the provisions of Kiama Local Environmental Plan 2011 for the acquisition of the land by a public authority, as referred to in the Act, section 3.15.

8 ROAD WIDENING AND ROAD REALIGNMENT

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

- (a) **the *Roads Act 1993, Part 3, Division 2*, or**

Council IS NOT aware that the land is subject to any road widening or realignment under the *Roads Act 1993, Part 3, Division 2*.

- (b) **an environmental planning instrument, or**

The land IS NOT affected by any road widening or realignment under any environmental planning instrument.

- (c) **a resolution of the council.**

The land IS NOT affected by any road widening or realignment under any resolution of the council.

9 FLOOD RELATED DEVELOPMENT CONTROLS

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.
- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.
- (3) In this clause –

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

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

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

The land or part of the land IS NOT within a flood planning area and subject to flood related development controls.

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

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

Land slip:

The land IS NOT affected by an adopted policy that restrict development of the land because of the likelihood of land slip.

Bush fire:

The land IS NOT affected by an adopted policy that restricts development of the land because of the likelihood of bush fire.

Tidal inundation:

The land IS NOT affected by an adopted policy that restricts development of the land because of the likelihood of tidal inundation.

Subsidence:

The land IS NOT affected by an adopted policy that restricts development of the land because of the likelihood of subsidence.

Acid sulfate soils:

The land IS NOT affected by an adopted policy that restricts development of the land because of the likelihood of acid sulfate soils.

Contamination:

The land IS NOT affected by an adopted policy that restricts development of the land because of the likelihood of contamination.

Aircraft noise:

The land IS NOT affected by an adopted policy that restricts development of the land because of the likelihood of aircraft noise.

Salinity:

The land IS NOT affected by an adopted policy that restricts development of the land because of the likelihood of salinity.

Coastal hazards:

The land IS NOT affected by an adopted policy that restricts development of the land because of the likelihood of coastal hazards.

Sea level rise:

The land IS NOT affected by an adopted policy that restricts development of the land because of the likelihood of sea level rise.

Any other risks:

The land IS NOT affected by an adopted policy that restricts development of the land because of the likelihood of any other risk.

11 BUSH FIRE PRONE LAND

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

NONE of the land is bush fire prone land, designated by the Commissioner or the NSW Rural Fire Service under the Act, section 10.3. Refer to the ePlanning Spatial Viewer to view the Bush Fire Prone Land mapping.

12 LOOSE-FILL ASBESTOS INSULATION

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

Council IS NOT aware that the land includes residential premises that are listed on the Register kept under the *Home Building Act 1989*, Part 8, Division 1A.

13 MINE SUBSIDENCE

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

The land HAS NOT been proclaimed to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act, 2017*.

14 PAPER SUBDIVISION INFORMATION

- (1) The name of a development plan adopted by a relevant authority that –
- (a) applies to the land, or
 - (b) is proposed to be subject to a ballot.
- (2) The date of a subdivision order that applies to the land.
- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

Council IS NOT aware of a development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a ballot.

Council IS NOT aware of a subdivision order that applies to the land.

15 PROPERTY VEGETATION PLANS

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

Council HAS NOT been notified that 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

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

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

Council IS UNAWARE 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

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

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

Council IS UNAWARE of any biodiversity certified land under the *Biodiversity Conservation Act 2016*, Part 8.

18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

Council HAS NOT been notified 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.

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

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

(2) **In this section –**

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

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

The owner, or a 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 STATE ENVIRONMENTAL PLANNING POLICY (WESTERN SYDNEY AEROTROPOLIS) 2020

This clause does not apply to land in the Municipality of Kiama.

21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

Council IS NOT aware that State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land.

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

(1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate –

- (a) the period for which the certificate is current, and
- (b) that a copy may be obtained from the Department.

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

(3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

(4) In this section –

former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

Council IS NOT aware of a site compatibility certificate (affordable rental housing) applying to the land or that State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land.

LAND SUBJECT TO SECTION 59 (2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997

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

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

For the purposes of section 59(2) of the Contaminated Land Management Act 1997, Council IS NOT aware of the land being significantly contaminated land within the meaning of that Act as at the date when this certificate is issued.

- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,**

For the purposes of section 59(2) of the Contaminated Land Management Act 1997, Council IS NOT aware of the land being subject to a management order within the meaning of that Act as at the date when this certificate is issued.

- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,**

For the purposes of section 59(2) of the Contaminated Land Management Act 1997, Council IS NOT aware of the land being subject of an approved voluntary management proposal within the meaning of that Act as at the date when this certificate is issued.

- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,**

For the purposes of section 59(2) of the Contaminated Land Management Act 1997, Council IS NOT aware of the land being subject to an ongoing maintenance order within the meaning of that Act as at the date when this certificate is issued.

- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.**

For the purposes of section 59(2) of the Contaminated Land Management Act 1997, Council IS NOT aware of the land being subject to a site audit statement within the meaning of that Act as at the date when this certificate is issued.

For further information, please contact Council's Strategic Planning Department on 02 4232 0444.

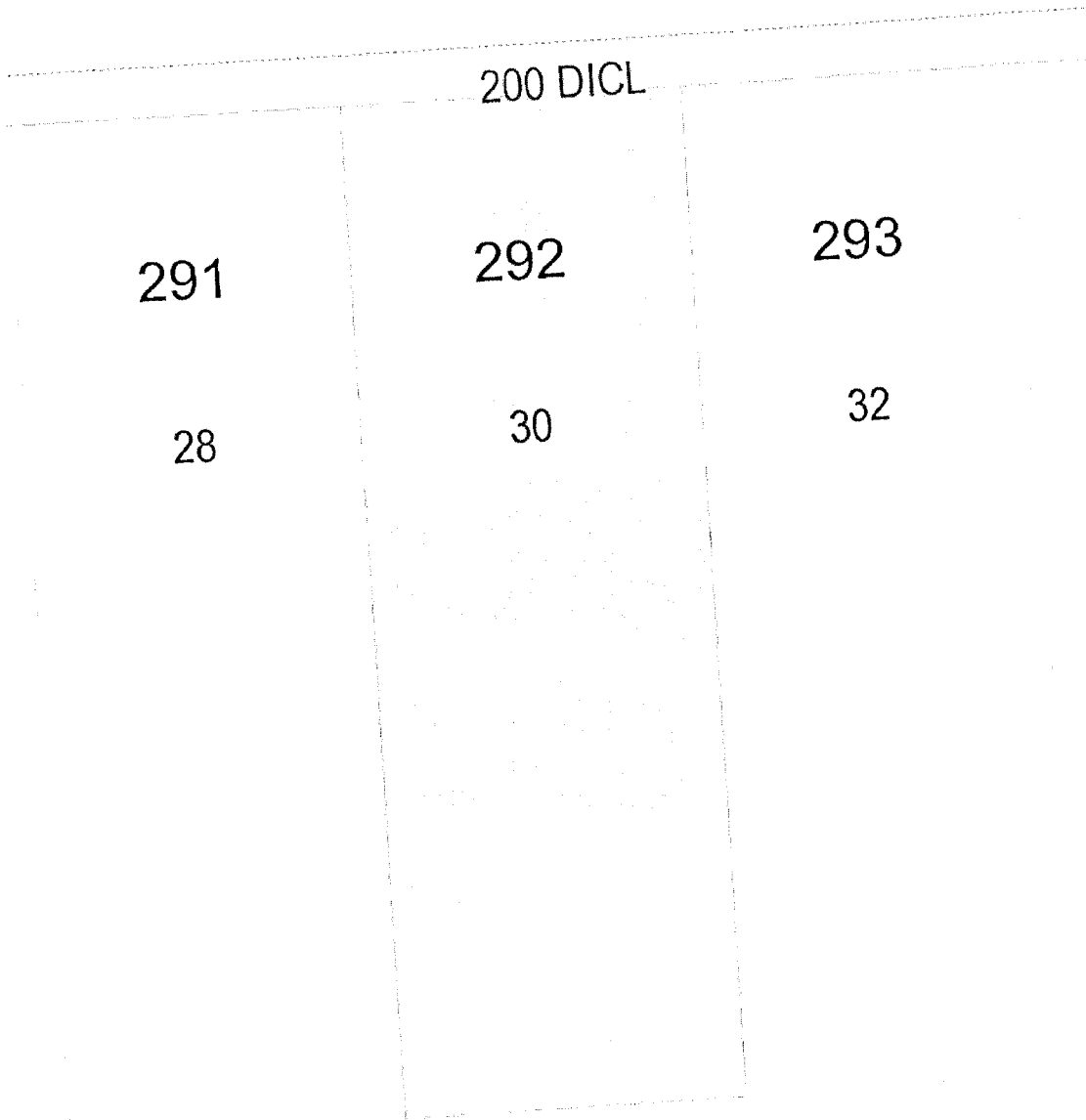
All correspondence should be directed to the Chief Executive Officer, PO Box 75, KIAMA, NSW 2533.



Jessica Rippon
Director Planning, Environment and Communities

Service Location Print
Application Number: 8002433262

ELANORA ²⁰⁰ 13.4



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Disclaimer

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

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

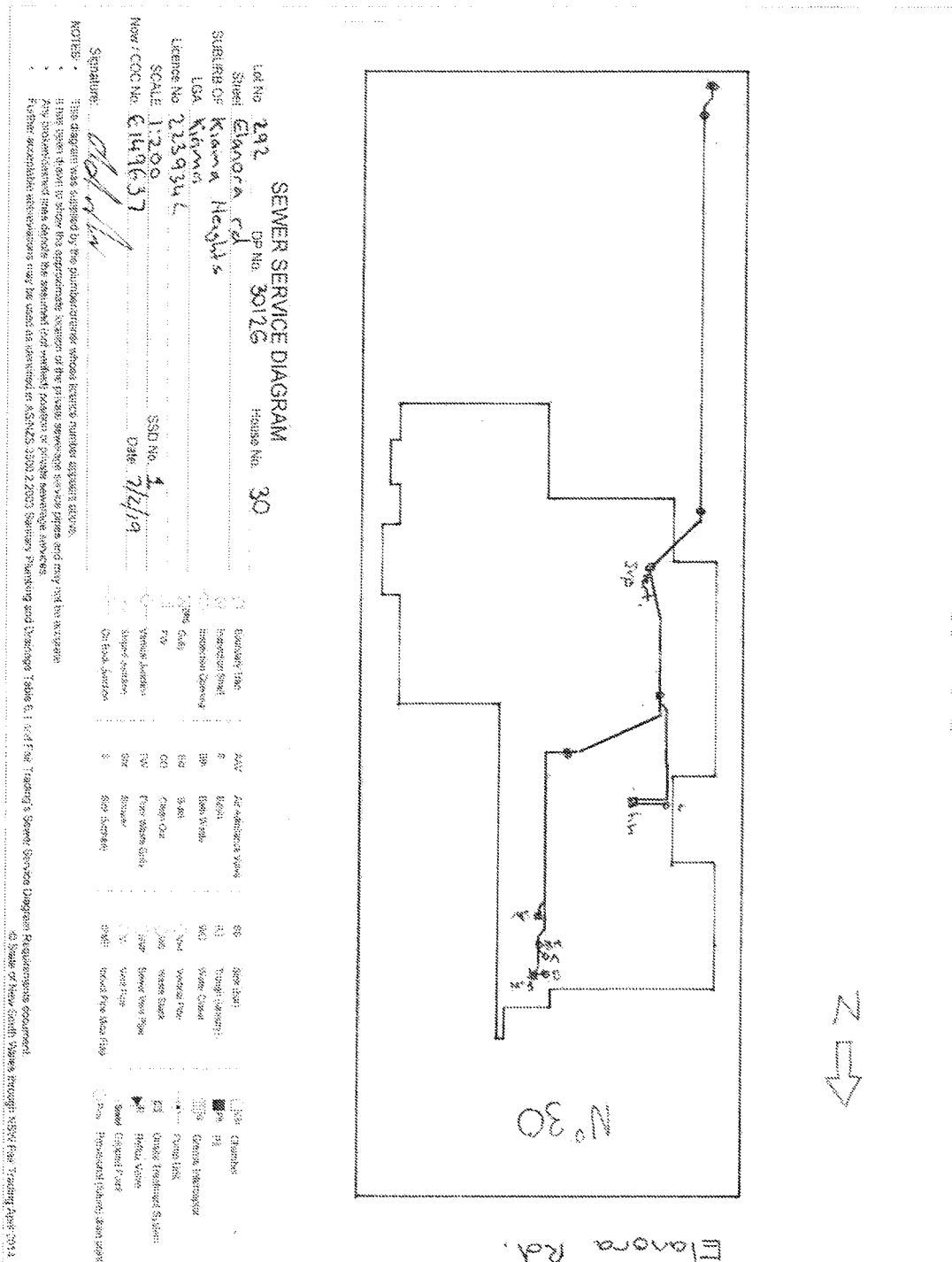
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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

Sewer Service Diagram

Application Number: 8003260252



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Disclaimer

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

AIS Certifiers

ACCREDITED INSPECTION SERVICES PTY LTD

ABN 65 088 781 382

Private Certifiers
BASIX Assessments
Pool Compliance Certificates

REMITTANCE FORM:

OCCUPATION CERTIFICATE

AIS File No: 562.18 Date: 07.08.20 DA: 10.2018.140.10

Property Address: 30 Elanora Road, Kiama Heights

CERTIFICATION:

	Certificate	Author	Ref No	Pages
	Final/Interim Occupation Certificate			
✓	Structural Certification of Slab/ Steel/ Frame/ OSD			
✓	Survey - Pegout & AHD			
✓	Smoke Detector Installation Certificate			
✓	Termite Barrier Installation Certificate			
✓	Wet Area Waterproofing Installation Certificate			
✓	Basix Completion Statement			
✓	Certification of Stormwater Drainage			
✓	Stormwater/ Civil as Executed Plan			
✓	Swimming Pool Registration Certificate			
✓	Glazing Certificate			
	Other			

COUNCIL: Kiama Municipal Council

2/17 Moss Street
Nowra NSW 2541
Tel: 02 4421 0004

Anthony Lewis
Mob: 0417 372 728
Jared Nevill
Mob: 0428 561 139

Postal Address
PO Box 201
Berry NSW 2535

Email: info@aiscertifiers.com.au

www.aiscertifiers.com.au

AIS Certifiers

ACCREDITED INSPECTION SERVICES PTY LTD

ABN 65 088 781 382

Private Certifiers
BCA and Building Consultants

2/17 Moss Street
Nowra NSW 2541
Tel: 02 4421 0004

Anthony Lewis BPB 0228
Mob: 0417 372 728
Jared Nevill BPB 2523
Mob: 0428 561 139

PO Box 201
Berry 2535

info@aiscertifiers.com.au

www.aiscertifiers.com.au

FINAL OCCUPATION CERTIFICATE

Issued under the Environmental Planning and Assessment Act 1979
Section 109C 1 (a) & 109H

Owner: Daniel & Elise Rotstayn

DA Consent: 10.2018.140.10 Dated: 28/08/18

Certificate: 562.18 CC Dated: 18/12/18

Occupation Certificate: 562.18 OC Dated: 06/08/20

Subject Land: Lot 292 DP 30126
30 Elanora Road, Kiama Heights

Part of Building: Whole Use: New Dwelling & Swimming Pool

B.C.A Class: 1a 10b


Attachments: Compliance Certification

Determination: Final Occupation Certificate Approved

Certificate

I Anthony Lewis certify that:

- (i) the health and safety of the occupants of the building have been taken into consideration where an interim occupation certificate is being issued, and
- (ii) a current development consent or complying development certificate is in force for the building, and
- (iii) if any building work has been carried out, a current construction certificate (or complying development certificate) has been issued with respect to the plans and specifications for the building, and
- (iv) the building is suitable for occupation or use in accordance with its classification under the Building Code of Australia, and
- (v) a fire safety certificate has been issued for the building, and
- (vi) a report from the Fire Commissioner has been considered (if required).


Anthony Lewis
Accreditation No BPB 0228

COMPLIANCE CERTIFICATION**ATTACHMENT TO OCCUPATION CERTIFICATE NO. 562.18****Certificates**

Structural Certification of Slab Survey – Pegout Survey Heights to AHD Smoke Detector Installation Certificate Termite Barrier Installation Certificate Wet Area Waterproofing Installation Certificate Basix Compliance Statement Stormwater as Executed Plan Glazing Certificate Swimming Pool Registration Certificate
--

Inspections

Inspection	Date	Carried out by
Pier Holes	01/07/20	A Lewis BPB 0228
Floor Slab	21/03/19	A Lewis BPB 0228
Frame	09/05/19	A Lewis BPB 0228
Wet Area	28/02/20	A Lewis BPB 0228
Stormwater	By Certification	
Pool Steel	30/09/19	J Nevill BPB 25223
Pool Fence	04/08/20	A Lewis BPB 0228
Final	04/08/20	A Lewis BPB 0228

SUBTERRANEAN TERMITE MANAGEMENT SYSTEMS CERTIFICATE OF INSTALLATION



New Building Work Only
in accordance with AS 3660.1

Form: C3 – 4th March 2015Certificate No: **1946**

IMPORTANT INFORMATION This document references the current versions of the Australian Standard series AS 3660 *Termite Management* including AS 3660.1, AS 3660.2 and AS 3660.3. This "Subterranean Termite Management Systems Certificate of Installation in accordance with AS 3660.1" ("The Certificate") is issued subject to the Terms & Conditions set out in Clause A.1 of this document.

NAME OF BUILDER OR CLIENT: **MS Building**
PROPERTY AT: **30 Elanora Road, Kiama Heights**

PLEASE READ THE TERMS AND CONDITIONS SET OUT IN CLAUSE A.1 OF THIS DOCUMENT

METHOD OF TERMITE MANAGEMENT This Certificate confirms the installation of a termite management system.

Date the work was completed: **16/8/2019**

Details of the termite management system(s) installed (include all relevant information as required by AS 3660.1 such as whether a single or integrated termite management system has been installed, the name of the system(s), method of installation and any specific maintenance recommendations):

Integrated JH Termite Barrier system installed to pipe penetrations, perimeter and retaining wall section as shown on attached site map (Page 2).

Specify any specific limitations and additional advice Include any limitations to the installation of the management system or the ability to maintain or inspect, which may have occurred due to the design or construction of the building or the requirements of the client.

(i) This Certificate only applies to the work of this Installer. It does not apply to the work of any other installer.

Travis McMahon

ANNEXURES Where applicable, the following important information/documentation is attached to this Certificate:


- Product Label
 Material Safety Data Sheet (MSDS)
 Manufacture's specifications/recommendations
 Certification of concrete slab compliance

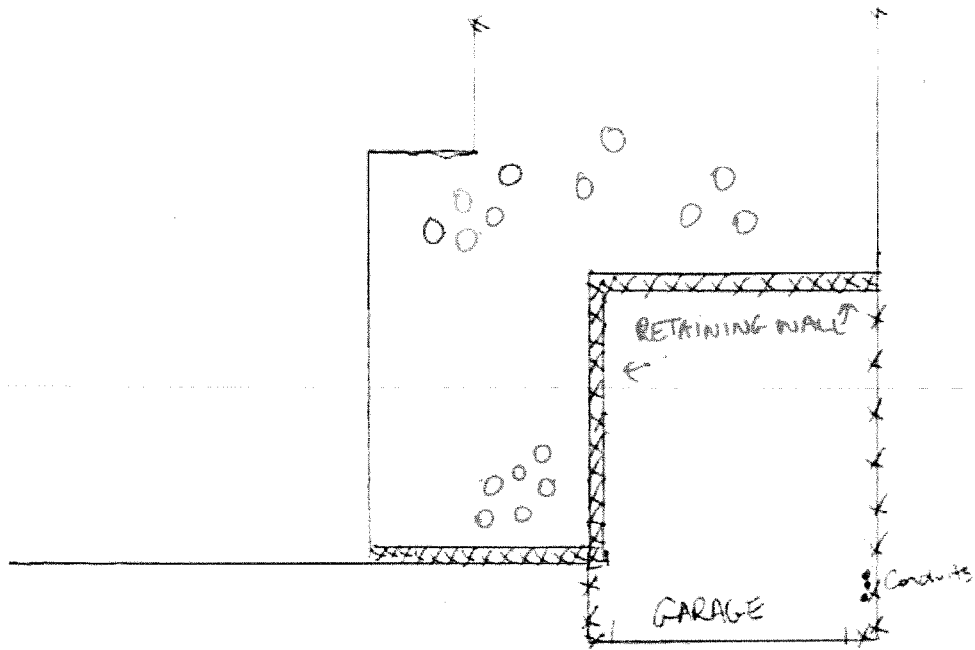
DURABLE NOTICE The notice advises the Building Owner or others that a termite management system has been installed.

A durable notice has been permanently fixed to: **Meter Box****INSPECTIONS**

As no guarantee of the success of termite procedures can be given (see Clause A.1, Limitation No. 2) regular inspections are always considered essential. **Inspections to help detect termite activity are recommended at 12 monthly intervals.**

CERTIFICATION This document certifies that the installation of subterranean termite management system(s) described in this Certificate have been carried out in accordance with Australian Standard AS 3660.1.

COMPANY NAME (where applicable): **South Coast Termite Management**NAME OF INSTALLER: **Travis McMahon**NAME OF PERSON RESPONSIBLE FOR THE INSTALLATION: **Travis McMahon**ADDRESS: **4 Rowllins Road, Gerringong, NSW**PHONE: **0431101673**EMAIL: **sctermitemanagement@gmail.com**AUTHORISED SIGNATORY: DATE OF ISSUE: **6/11/2019**



X = Termite Barrier O = Pipes and Conduits

A.1 TERMS AND CONDITIONS

PURPOSE OF TERMITE MANAGEMENT SYSTEMS

The purpose of a *termite management system* is to deter concealed entry by *subterranean termites* ('termites') into a building. Termites can build around management systems but their workings or evidence thereof are then in the open where they may be detected more readily during regular inspections.

No guarantee of the success of termite management procedures can be given as termite management systems and *inspection zones* may be *bridged* or *breached* (see also Limitation No 1 below). The installation of a termite management system does not negate the need for regular competent inspections (see also Limitation No 2 below).

LIMITATIONS

1. This Certificate is NOT a warranty as to the absence of termite attack including termite damage or a guarantee of the success of termite management procedures. A termite management system cannot prevent attack as the management system may be bridged or breached. Where termites bridge management systems the evidence may be detected during inspections (see Limitation No 2 below). Also, the complete protection of buildings from attack by termites is NOT always possible due to construction design, building practice, site conditions and *Client* requirements (see also the section of this document headed "Specify any Specific Limitations and Additional Advice").
2. The installation of a termite management system does not negate the need for regular competent inspections. Regular inspections of the building and site at intervals not exceeding 12 months are strongly recommended. However, where the termite risk is high or the building type susceptible to termite attack, more frequent inspections (3-6 months) should be undertaken. Regular inspections will not prevent termite attack, but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner and damage to be minimised.
3. It is the responsibility of the Client to confirm that termite management systems are properly designed and installed in accordance with the current Australian Standard AS 3660.1 "Termite Management, Part 1: New Building Work".
4. A termite management system may only be effective if the site is properly prepared prior to construction in accordance with AS 3660.1. Accordingly, it is the responsibility of the Client to ensure that the site complies with AS 3660.1.
5. Unless specified in "Details of Termite Management System(s) Installed" of this document, this Certificate does not cover sheet material or concrete slab management systems. Where sheet materials and/or concrete slabs are used as part of a termite management system, it is the responsibility of the Client to ensure that the management system complies with AS 3660.1.
6. It is the responsibility of the Client to ensure that any part of a termite management system is not bridged or breached during the building or landscaping process.
7. The Installer must be notified IMMEDIATELY of any evidence of active (live) termites found.
8. This Certificate only covers subterranean termites, it does not cover drywood termites and dampwood termites.
9. This Certificate has been produced for the use of the Client named in this document. The *Installer* or their firm or company are not liable for any reliance placed on this Certificate by any third party other than the disclosed *Building Owner* named in this document who instructed the Client.
10. This Certificate only applies to work of this Installer. It does not apply to the work of any other installer.
11. Any agreed service obligations are strictly between the Installer and Client and Building Owner named in this document. All service obligations terminate on sale or transfer of ownership of the designated building(s) and structure(s). A new owner must contact the Installer to re-establish cover.
12. This is not a pest inspection or a building report.

EXCLUSIONS

1. This Certificate expressly excludes the treatment, rectification or repair of termite damage resulting from past, current or future termite activity.
2. This Certificate expressly excludes the treatment, rectification or repair of any termite management system which has been damaged through the actions or inactions of the Building Owner or its servants, agents or invitees.

DEFINITIONS

Installer means the person who is engaged by the Client to install the termite management system.

Client means the person or persons (which may be same as the Building Owner) who engaged the Installer.

Building Owner means the person who has directed or authorised the Client to engage the Installer on their behalf, e.g. building owner instructing through a building contractor.

Termite Management System means a product or a coordinated system designed to mitigate the risk of concealed access by subterranean termites causing significant damage to a structure.

NOTE: Termite management systems are typically comprised of integrated components, inspection zones and inspection regime.

Subterranean Termites means termites of the species *Mastotermitidae*, *Rhinotermitidae*, and *Termitidae*, which require soil contact or a continuous supply of moisture and are regarded as the group of termites most damaging to buildings.

Bridging means termites gaining access to a structure by passing over a termite management system or inspection zone.

NOTE. Termites bridging a termite management system will often construct a shelter tube, which reveals their passage.

Inspection Zone means an unobstructed space over which termites have to cross or pass in order to gain access to a building or structure and, as a consequence, reveal their presence during visual inspection.

Breaching means the passing of termites through a hole or gap in a termite management system.

NOTE. Examples of breaches include the removal of a section of treated soil from a chemical soil management system, or a perforation or a disjunction in a physical management system.

CULTURAL MANAGEMENT

The following actions of the Building Owner can be instrumental in reducing the suitability of the environment to subterranean termites.

Subfloor Ventilation For buildings with suspended timber ground floors, the Building Owner should ensure that subfloor ventilation is adequate. Subfloor ventilation is the provision of natural air movement under a suspended timber floor to help protect against the degradation of timber caused by fungal decay and/or insect attack. Examples of inadequate ventilation include: where strong natural cross ventilation is not provided; and where natural cross ventilation is restricted by adjacent buildings or obstructions such as air-conditioning or vacuum ducting and mechanical ventilation (e.g. fan-forced) is not provided.

Moisture The Building Owner should ensure that ground levels around the building are maintained in such a way to minimise water entering under the building, especially into subfloor spaces. Where possible, plumbing systems should be kept free of leaks.

Excessive moisture exists where timbers, soil or areas close thereby hold enough moisture to attract or support termite colony development, fungal growth and wood-decay. Examples of excessive moisture include: free moisture (including standing water) in a subfloor space due to non-existent, defective or inadequate subsoil drainage; defective plumbing such as a leaking drain, or a temperature and pressure relief valve to a water heater continually discharging; water stains on roof linings; free moisture (including condensation) in a subfloor space due to a lack of adequate ventilation; or obstructions or restrictions limiting cross flow ventilation; dampness in walls; a flat roof holding puddles; a leaking shower; etc.

Vegetation The Building Owner should ensure that vegetation (including tree roots) does not inhibit the inspection zone or bridge or breach termite management systems. The planting of shrubs close to the perimeter of the building can promote and conceal termite entry points. Subfloor areas should be kept free from all vegetation (including tree stumps) and debris which may encourage termite activity. Also, the soundness and stability of any standing trees identified as being affected by termite attack should be confirmed.

Landscaping The Building Owner should ensure that structures, including retaining walls are constructed of termite-resistant components thus minimising the potential for termites to establish nests.

Where garden beds are placed adjacent to the building, all soil, mulch and litter should be below inspection zones. Frequent or excessive watering should be avoided.

Where perimeter termite management systems have been installed, the Building Owner should also ensure that the integrity of the management system remains intact and that the inspection of possible termite entry points is not impaired. This is especially important where an exposed slab edge is used as an inspection zone around the building (if the edge of the slab or any weepholes at the base of external walls are concealed by pavements, gardens, lawns or landscaping then it is possible for termites to gain undetected entry into the building). The slab edge must be exposed for a minimum of 75 mm above finished ground, landscaping or paving level.

Storage Practices The Building Owner should ensure that all subfloor areas are kept free of stored items. The storage of materials, (especially those containing cellulose, i.e. termite food) in subfloor spaces is not recommended as it may encourage termite activity, reduces ventilation and makes inspection difficult.

Where storage is on a concrete slab or attached to masonry elements, clear access for inspection should be provided below or behind for signs of termite entry. Piles of wood and other materials should be separated from the structure.

Attachments to Buildings The Building Owner should ensure that attachments and structures such as carports, verandahs, steps, access ramps, trellises, cladding, fences, pipework or similar be separated from the building by a gap of at least 25 mm, to allow clear and uninterrupted visual inspection across the inspection zone.

Where attachments or structures, as outline above, abut a building and there is not clear gap, then a termite management system should be provided to the attachment, regardless of the size of the attachment.

Where metal stirrups have been used at the base of timber posts a vertical inspection zone of at least 75 mm must be provided.

The Building Owner must understand that termite management systems can be rendered ineffective due to building alterations, renovations or additions.

Natural Predators The Building Owner should ensure that management actions do not reduce, where possible, the population of predatory animals; for example ants, lizards and birds consume termites. A bio-diverse environment around the structure can aid in termite management.

For further information on Cultural Management, please do not hesitate to contact the Installer or a licensed Termite Manager.



allen price & scarratts pty ltd
land and development consultants

SURVEY REPORT

Client: MS Building Constructions Pty Limited
PO Box 348
GERRINGONG NSW 2534

Re: Rotstayn
Date: 23 January 2019
APS Ref: K127804-02

PROPERTY DESCRIPTION: Lot 292 in Deposited Plan Number 30126 having a frontage to Elanora Road, Kiama Heights in the Local Government Area of Kiama, being also the whole of the land comprised in Certificate of Title Folio Identifier 292/30126. The copy of the Certificate of Title obtained by us is dated 6 November 2017 and a copy is included for your information.

PURPOSE OF SURVEY: Survey the proposed dwelling grid line locations for construction purposes in relation to the land boundaries as shown in the Deposited Plan.

REPORT: Acting under your instructions we have surveyed part of the above described land in relation to the proposed dwelling grid lines only, the boundaries being delineated by red edging on the accompanying sketch and we are of the opinion THAT:

The land is vacant.

As instructed, marks have been placed to denote the location of the proposed dwelling grid lines as shown on the sketch. Marks have also been placed to identify the location of the boundaries of the subject land as determined by survey.

It should be noted the dimensions of the proposed dwelling grid lines have been obtained from drawings prepared by Papesch Architecture, reference 17-RO, issue C Rev 02, dated 10 December 2018.

As instructed, levels have been observed relative to Australian Height Datum on four of the marks placed as shown on the sketch.

The property is affected by a Covenant created by Dealing No. J610220.

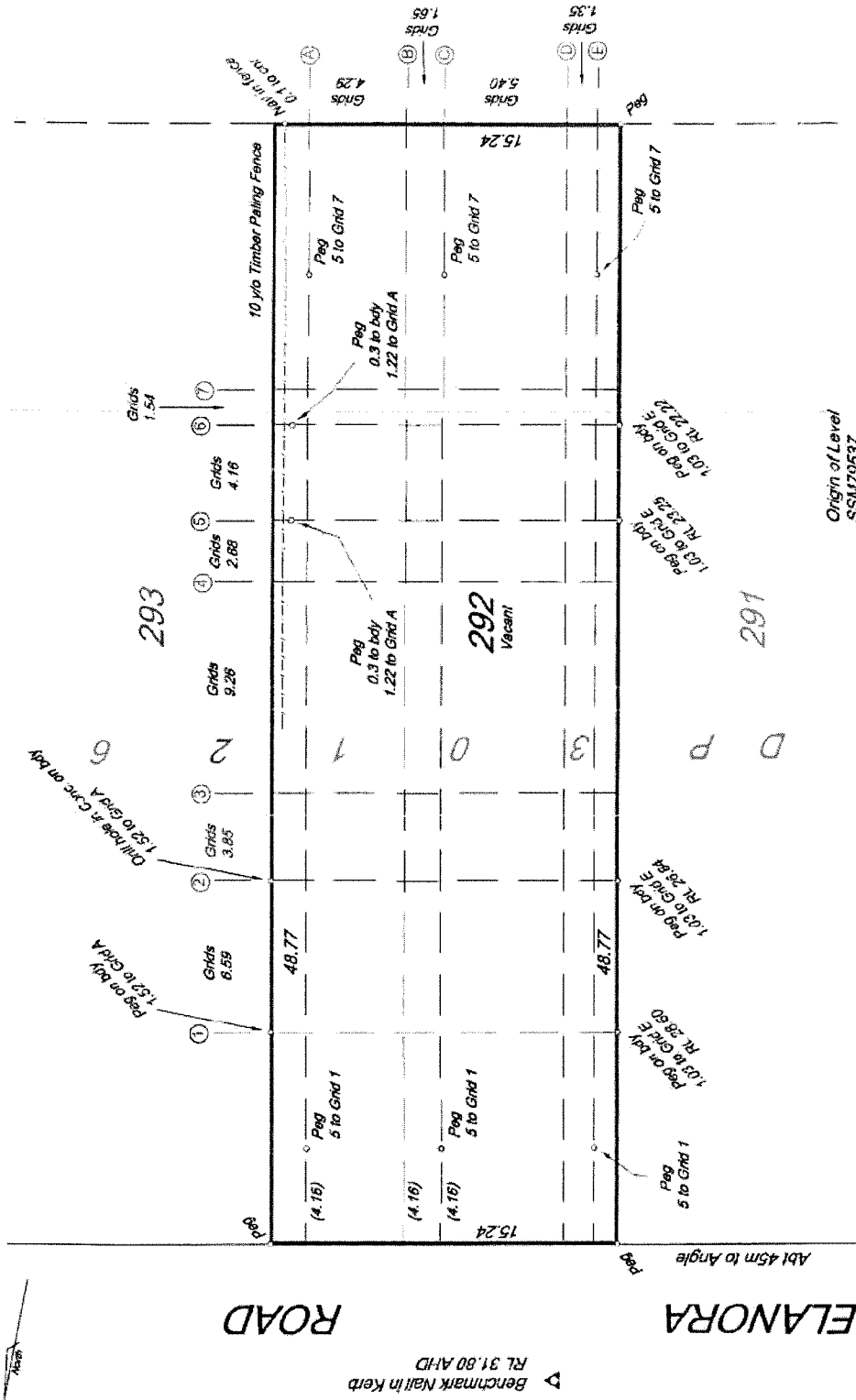
If any further development is contemplated on or near the boundaries then additional survey marks may need to be placed.

CAUTION: The dimensions adopted for the setout of the proposed dwelling grid lines are those supplied to us at the time of and for the purpose of carrying out the survey. All setout dimensions should be carefully checked against the final approved plans and the marks placed, before they are used for construction purposes. Any discrepancies should be clarified immediately in writing with us, prior to commencement of work for confirmation of this survey.

NOTE: This original report is for the exclusive use of the client only, for all reasonable purposes.

Brendan Dallas, Registered Land Surveyor
for ALLEN PRICE & SCARRATTS PTY LTD

allen price & scarratts pty ltd

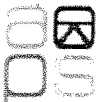


PUBLIC GARDEN & RECREATION SPACE
D P 8 1 8 3 7 9

Origin of Level
SSM79537
RL 29.277 AHD
(Australian Height Datum)

Site plan prepared by Robert A. Scarratt, K12/804-02
Resale of Lot 3, Sublot C
for ALLEN PRICE & SCARRATT PTY LTD
Date: 03-01-2018





allen price & scarratts pty ltd
land and development consultants

SURVEY REPORT

Client: MS Building Constructions Pty Limited
PO Box 348
GERRINGONG NSW 2534

Date: 10 July 2020
APS Ref: K127804-03

PROPERTY DESCRIPTION: Lot 292 in Deposited Plan Number 30126 having a frontage to Elanora Road, Kiama Heights in the Local Government Area of Kiama, being also the whole of the land comprised in Certificate of Title Folio Identifier 292/30126. The copy of the Certificate of Title obtained by us is dated 6 November 2017 and a copy is included for your information.

PURPOSE OF SURVEY: Check the dwelling location in relation to the land boundaries as shown in the Deposited Plan.

REPORT: Acting under your instructions we have surveyed part of the abovedescribed land in relation to the dwelling only the boundaries being delineated by red edging on the accompanying sketch and we are of the opinion THAT:

Erected on the abovementioned land in the position shown in blue hatching on the sketch is a split-level brick and clad dwelling with metal roof, known locally as No. 30 Elanora Road, Kiama Heights.

The abovementioned dwelling stands in relation to the boundaries of the subject land as shown on the sketch.

Acting under your instructions we have observed the levels of the abovementioned dwelling, related to Australian Height Datum (Origin: SSM79537 RL 29.277 AHD) and report those to be:

Garage Floor Level	RL 29.84
Entry Floor Level	RL 29.95
Ground Floor Level	RL 26.82
Roof Level (Skillion)	RL 34.01

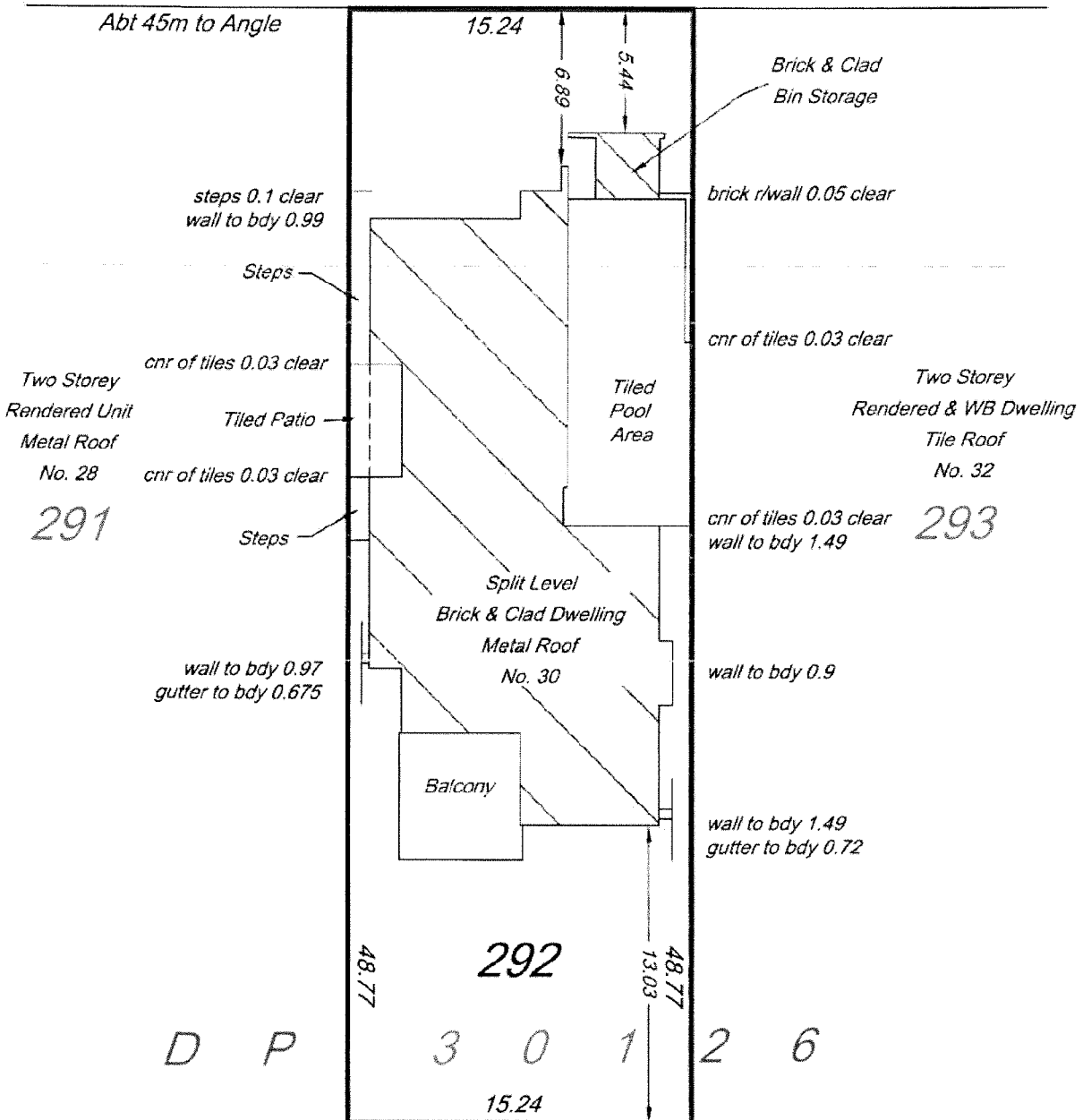
The property is affected by a Covenant created by Dealing No. J610220.

NOTE: This original report is for the exclusive use of the client only, for all reasonable purposes. No opinion as to fire rating of any of the subject structures has been formed nor is it implied by this report.

Brendan Dallas, Registered Land Surveyor
for ALLEN PRICE & SCARRATTS PTY LTD

ELANORA

ROAD



PUBLIC GARDEN & RECREATION SPACE

2 DP 8 1 8 3 7 9

Sketch to accompany my report reference K127804-03 of even date.

[Signature]

Date 10.07.2020



GBC Electrical Services

Smoke Alarm Certificate

PART 1 - Property Details

Premises	30 Elanora Rd	
	Suburb: Kiama Heights	Postcode: 2533
Owner/Builder	MS Building Contructions	
Application Reference No.	CC:	DA:

PART 2 - Installers Details

1. Details

Full Name	Family name	<i>Cousins</i>	
	Full given names	<i>Gary Brett</i>	
Address	<i>74 Meehan Dr</i>		
	Suburb:	<i>Kiama Downs</i>	Postcode: <i>2533</i>
Contact Details	Ph:	<i>0434 173 496</i>	
Licence/Qualifications	Licence No.	<i>171015C</i>	
	Qualifications:	<i>Electrical Supervisor</i>	

2. Certificate

Statement	<p>I certify that the information contained in this certificate is true and accurate and the installed system complies with part 3.7.2 of the Building Code of Australia (Volume 2) as described below.</p> <p>INSTALLATION - The smoke alarm(s) as installed comply with AS 3786 AND LOCATION - The installed smoke alarm(s) are connected to the consumers mains power supplied to the building. COMPLIANCE - The smoke alarm(s) are located in accordance with Clause 3.7.2.3 of the Building Code of Australia (Volume 2)</p> <p>Installation/Testing Date: <i>23/06/2020</i></p> <p>Signature: <i>GB Cousins</i></p>
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PART 3 - System Details

Licence/Qualifications	<i>171015C</i>
Product/Model No.	<i>Clipsal Firetek CLI755PSMA4</i>
Smoke Alarm AS No.	<i>AS:3786:1993 AS:3100:2002</i>

COMPLIANCE CERTIFICATE – STORMWATER DISPOSAL

1. Chad Walker

Certify that all elements of the Stormwater disposal system at:

Lot No: 292 DP: 30126

Address: 30 Elanora rd Kiama Heights

- Have been installed in accordance with the BCA and AS3500, and;
- Drain to (circle one)
 - Street, or
 - Interallotment easement, or
 - ⊙ On site disposal to AS3500 and Council approval
- Certified and dated this day:

2-6-20

Licence No: 223934C

Address: 9 Burnett ave Gerringong

Phone No: 0411785979

Email address: pointplumbingngas@gmail.com

Signature: *Chad Walker*



Compliance Certificate

Hanlon Windows (Aust) Pty Ltd

IS A PARTICIPATING MEMBER OF THE AWA ACCREDITATION PROGRAM, PROVIDES A
6 YEAR GUARANTEE AGAINST FAULTY WORKMANSHIP AND MATERIALS
(REFER TO MANUFACTURERS WARRANTY), IS COMMITTED TO THE
INDUSTRY CODE OF CONDUCT AND HAS MET THE REQUIREMENTS OF THE
ANNUAL AWA COMPLIANCE AUDIT

The manufacturer certifies that the windows and doors supplied to:
MS Building Constructions

Delivery Address: *30 Elanora Rd, Kiama Heights*
Delivered on: *134747 - 21/10/19*

Have been manufactured to comply with the Australian Window Standard AS2047 and Glass Standard AS1288 including human impact requirements as specified in the order. The windows and doors have been manufactured to comply with NCC energy efficiency and bushfire requirements as specified by the purchaser

Bushfire Prescriptive Measures AS3959: BAL-40 BAL-29 BAL-19 BAL-12.5
 Not Required/Specified

Signed Window Company: *[Signature]* Date: *26/5/20*

The builder/installer certifies that the windows and doors supplied have been installed correctly in accordance with the requirements of the National Construction Code and the human impact glass located in the correct openings

Signed Builder/Installer: *M&B* Date: *27.5.20*

Southern Geotechnics NSW
Consulting Geotechnical Engineers

PO Box 5095, Austmerr, 2515
0414 089 149
office@sgnsw.com.au
southerngeotechnics.com.au

201830a: njb:
6 March, 2019

MS Building Construction
info@msbuilding.com.au

Dear Sir/Madam,

**RE: BORED PIER INSPECTION
NO. 30 ELENORA ROAD, KIAMA HEIGHTS**

As requested by Adrian Allerby, our Senior Geotechnical Engineer inspected the bored piers at the site, on 25 February 2019.

The boreholes exposed weathered latite and/or weathered sandstone. All bored piers have been socketed at least 500mm within extremely or less weathered, intact rock.

We can confirm that all bored piers for the development, have been founded within strata that complies with the recommendations made within our original Report No.201830, dated April 2018.

Yours faithfully,
Southern Geotechnics NSW Pty Ltd



Per: Nick Boers
MIEAust, CPEng, NER

CERTIFICATE OF COMPLIANCE – ELECTRICAL WORK

Customer COPY

CERTIFICATE NO: 3705323

CUSTOMER DETAILS

Name	D ROTSTAYN		Telephone Contact	
Site Address	30 CLONORO RD KIRIMA HEIGHTS		Meter No:	
Cross Street		Postcode	2533	NMI (Mandatory)

INSTALLATION WORK DETAILS Indicate the type of installation and types of work performed under this Notice					
Type of Installation	<input checked="" type="checkbox"/> Residential	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Rural	<input type="checkbox"/> Other
Special Conditions	<input type="checkbox"/> over 100 amps	<input type="checkbox"/> High Voltage	<input type="checkbox"/> Hazardous Area	<input type="checkbox"/> Generator	<input type="checkbox"/> Unmetered Supply

CERTIFICATE MUST BE ISSUED TO THE CUSTOMER FOR ALL ELECTRICAL WORK

Work of the following type must ALSO be notified to the **ELECTRICITY DISTRIBUTOR (DNSP)**

New Installation Network connection or metering
 Additions or alterations to a switchboard or associated equipment Defect Rectification No:

DETAILS OF EQUIPMENT Describe the equipment and estimate load increase of the work affected by this Notice. If insufficient space attach separate sheets.

EQUIPMENT	RATING	No.	PARTICULARS OF WORK
<input type="checkbox"/> Switchboards			NEW CONSUMER MAINS MAIN SWITCH BOARD
<input type="checkbox"/> Circuits			MAIN CORDS & MAIN SWITCH
<input type="checkbox"/> Lighting			
<input type="checkbox"/> Socket-outlets			
<input type="checkbox"/> Appliances			
Estimated increase in load A/ph			<input type="checkbox"/> Increased load is within capacity of installation/service mains
<input checked="" type="checkbox"/> Work is connected to supply			<input type="checkbox"/> Work is not connected to supply pending inspection by DNSP

The work has been carried out or supervised by: GARY COUSINS Licence No: 171015C

TEST REPORT Indicate the relevant tests and checks that have been performed on the work. If test records are provided attach as separate sheets.

<input checked="" type="checkbox"/> Earthing system integrity Ω	<input checked="" type="checkbox"/> Residual current device operation
<input checked="" type="checkbox"/> Insulation resistance MQ	<input checked="" type="checkbox"/> Visual check that installation is suitable for connection to supply
<input checked="" type="checkbox"/> Polarity	<input type="checkbox"/> Stand-alone power system complies with AS 4509
<input checked="" type="checkbox"/> Correct circuit connections	<input type="checkbox"/> Fault loop impedance (if necessary)

I confirm that I have carried out the above tests and visually checked that the installation work described in this Certificate complies with AS/NZS 3000 and is suitable for its intended use.

Name: GARY COUSINS Licence No: 171015C
 Signature: [Signature] Date of Testing: 21/4/2020

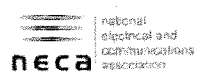
CERTIFICATION
 I, the Electrical Contractor give notice to the Customer and CONDOROUR ENERGY
 (Name of DNSP or OFT), that the work described in this Certificate has been completed in accordance with the Electricity (Consumer Safety) Regulation 2006

Name: GARY COUSINS Licence No: 171015C
 Signature: [Signature] Date of Notice: 21 4 2020
 Address: 74 MCCOMBS DR KIRIMA DOWNS 2533 Telephone No. 0434 173496
 or Other Contact

ELECTRICITY DISTRIBUTOR (DNSP) REMARKS

Inspected by: _____ Date: _____

Comments: _____





BASIX COMPLETION CERTIFICATE

CLIENT: Mr & Mrs Rotstajn
 LOT: 292 PP 30126 DA: 10.2018.140.10
 ADDRESS: 30 Eleanora Road, Kama Heights
NSW 2533

WATER:

- Showerheads 3A Star Rating
- Toilet 3A Star Rating
- Taps in Kitchen 3A Star Rating
- Basin Taps 3A Star Rating

- Rain Water Tank 10,000 litres
 - Note: connecting all toilets
 - cold water tap in laundry
 - one outdoor tap in garden

- Hot Water System- Solar
- Ventilation - Bathroom _____
 Kitchen _____
 Laundry _____

- Appliances _____
- Fridge Space well ventilated
- Permanent Outdoor clothes line by owner
 + Indoor clothes line

THERMAL COMFORT

- Concrete floors 250mm
- Bearers & Joists R _____
- External Walls - Masonary - cavity with 40mm insulation between R5
 R3 to roof cavity
- Ceiling R3 to roof cavity
- Roof - foil backed blanket + wind driven ventilators 70 mm

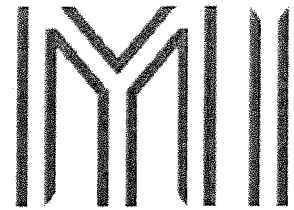
ARTIFICIAL LIGHTING

Fluorescent of LED

- Living Room
- Bedrooms
- Bathrooms/Toilets
- Laundry
- Hallways



562.18



MIENGINEERS

Leckring Pty Ltd T/as MIEngineers
ABN 64 003 012 324
PO Box 992
Nowra NSW 2541 Australia
Toll Free (AUS) 1800 838 545
enquiries@miengineers.com
www.miengineers.com

DN180008.L01

28th July 2020

MS Building Construction

1-2 Gray Street
Gerringong
NSW 2534

Dear Martin,

Re: Inspection Certificate

30 Elanora Road, Kiama

We confirm that the Civil and Structural elements of the new residence constructed at the above site, as shown on drawings DN18008_S00-S05, S10 – S12, S20-S21, S24-S25 & S31-S310 Rev 2 and DN180008_C01-C03 - Rev A/B have been designed by a practising civil structural engineers in accordance with the relevant clauses of the Australian Standards for loading and material codes.

Periodic site inspections have been carried out of structural works. The construction was completed in accordance with the design intent, drawings and site advice, as can be seen in the attached site inspection reports.

This certification letter shall not be construed as relieving any other party of their legal responsibilities or contractual obligations.

For and on behalf of MIEngineers

Tom Showan
Senior Structural Engineer

MIEngineers

P: +61 2 4423 0566 | M: +61 421 553 988 | E: thomas.showan@miengineers.com

REDFERN
83-89 Renwick Street
+61 2 8396 6565

NOWRA
3/49 Berry Street
+61 2 4423 0566

WOLLONGONG
PO Box 637
+61 2 4423 0566

MANCHESTER
United Kingdom
+44 161 237 1155



DESIGN | COST | DELIVER



NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C - Swimming Pools Act 1992

Pool No:	e4a19020
Property Address:	30 ELANORA ROAD KIAMA HEIGHTS
Date of Registration:	06 August 2020
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	in ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance

Certificate in respect of insurance for residential building work

Policy No: HBCF19000601

Policy Date: 10/01/2019

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

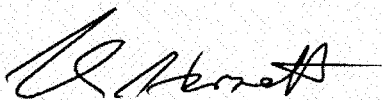
Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period.
In respect of	New Single Dwelling Construction
Description of construction as advised by builder[^]	New residential construction
At	30 Elanora Road Kiama Heights New South Wales 2533
Site plan number[^]	NA
Site plan type[^]	NA
Homeowner	Daniel & Elise Rotstayn
Carried out by	MS Building Constructions Pty Ltd
Licence number	240059C
Builder job number[^]	Rotstayn
Contract amount[^]	\$1,405,734.00
Contract date[^]	20/12/2018
Premium paid	\$13,781.82
Cost of additional products or services under contract	Nil - no additional services.
Price (including GST and Stamp Duty) <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract</small>	\$16,524.40

[^]Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

Certificate No: HBCF19000601

Issued on: 10/01/2019



Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

icare HBCF