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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Laurence Morgan Real Estate** **1, 417 Princes Highway, Woonona NSW 2517** **Email: danielfrazer@laurencemorgan.com.au**	**Phone: 4207 9488**
co-agent		
vendor	[redacted]	
vendor's solicitor	**Wollongong Legal** **Level 1, Suite 1, 71-73 Burelli Street, Wollongong NSW 2500** **PO Box 5439, Wollongong NSW 2520** **Email: peter@wollongonglegal.com.au**	**Phone: (02) 4225 8611** **Ref: PN:ALB:26416**
date for completion	**In accordance with additional provision 47** (clause 15)	
land (address, plan details and title reference)	**55b St Johns Avenue, Mangerton NSW 2500** **Lot 2 in an unregistered plan of subdivision which is part of Lot 217 in Deposited Plan 19548** **Part Folio Identifier 217/19548**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: duplex	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	☐ air conditioning	☐ curtains	☐ insect screens	☐ range hood
	☐ blinds	☐ dishwasher	☐ internet/TV receiver	☐ solar panels
	☐ built-in wardrobes	☐ EV charger	☐ light fittings	☐ solar power battery
	☐ ceiling fans	☐ fixed floor coverings	☐ pool equipment	☐ stove
	☐ clothes line	☒ other: See attached schedule of inclusions		

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."

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser
VENDOR (COMPANY)	**PURCHASER (COMPANY)**
Signed by AA Building Group Pty Ltd ACN 689 478 215 in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Name of authorised person Director Office held _____ Signature of authorised person _____ Name of authorised person Director Office held	**Signed** by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Name of authorised person _____ Office held _____ Signature of authorised person _____ Name of authorised person _____ Office held

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Choices

Vendor agrees to accept a ***deposit-bond***	☒ NO ☐ yes
Nominated *Electronic Lodgment Network* (*ELN*) (clause 4):	Pexa
Manual transaction (clause 30)	☒ NO ☐ yes (if yes, vendor must provide further details, including any applicable exception, in the space below):

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 a *GSTRW payment* (GST residential withholding payment) ☐NO ☒ yes (if yes, vendor must provide details)

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

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

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

Supplier's name: AA Building Group Pty Ltd

Supplier's ABN: 64 689 478 215

Supplier's GST branch number (if applicable):

Supplier's business address: C/- Suite 1, 140 Keira Street, Wollongong NSW 2500

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):

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List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☒ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location print)
- ☒ 9 sewer lines location diagram (sewer service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☒ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

Home Building Act 1989

- ☒ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☒ 59 disclosure statement - off the plan contract
- ☒ 60 other document relevant to off the plan contract

Other

- ☐ 61

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

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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.

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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, 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 to resolve the dispute 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.

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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:**

Australian Taxation Office	**Local Council**
County Council	**Local Land Services**
Department of Education	**NSW Fair Trading**
Department of Planning, Housing and Infrastructure	**NSW Public Works**
	Owner of adjoining land
Department of Primary Industries and Regional Development	**Privacy**
	Subsidence Advisory NSW
Electricity, gas and telecommunications	**Transport agencies**
Homes NSW	**Water, sewerage or drainage authority**

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. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**

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. **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 Australian Taxation Office.**

13 **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.**

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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 –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (15% as at 1 January 2025);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 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 Sign*, *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.

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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*.

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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*.

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

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do whatever is reasonably necessary 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.

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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), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 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

13.3.2 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.

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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).

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18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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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 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 contract or management 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 s174 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.

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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.

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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 earnt 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 whatever is reasonably necessary 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.

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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 whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
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.

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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.

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32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

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ADDITIONAL PROVISIONS

33. Inconsistency with additional provisions

If there is inconsistency between the terms of any additional provisions and the terms of the printed form of the Contract, then the parties agree that the terms of the additional provisions shall prevail and apply.

34. Amendments to contract

34.1. Clause 7.1.1 amended by replacing 5% of the purchase price with $1.00.

34.2. Clause 7.2.1 is amended by replacing 10% with 1%.

34.3. Clause 14.4.2 is deleted.

34.4. Clause 28 is deleted.

35. Entire agreement

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

35.2 The Purchaser acknowledges that the Disclosure Statement as required by s66ZM of the Conveyancing Act 1919was attached to this Contract before the Contract was signed by or on behalf of the Purchaser.

35.3 The provisions of this Contract do not affect the rights of the Purchaser to make a claim for compensation under the Conveyancing Regulation or to rescind under Division 10 of Part 4 of the Conveyancing Act 1919 nor the obligation of the Vendor to serve a notice of change under Division 10 of Part 4 of the Conveyancing Act 1919 and are to be read subject to the provisions of the Conveyancing Regulation and Division 10 of Part 4 of the Conveyancing Act 1919 as applicable.

36. Registration of subdivision

36.1. The Vendor must use reasonable endeavours to procure registration of the plan of subdivision by the date that is 18 months after the Contract date (“Sunset Date”).

36.2. If the plan of subdivision has not registered by the Sunset Date then subject to Part 4 Division 10 of the *Conveyancing Act 1919* (NSW) either party may rescind this Contract by notice in writing to the other party and the provisions of Clause 19 apply.

36.3. Notwithstanding clause 36.2, the Vendor may extend the Sunset Date if registration is delayed as a result of one or more of the following:

36.3.1. Inclement weather or conditions resulting from inclement weather;

36.3.2. Any civil commotion, industrial disputes or the unavailability of materials for construction;

36.3.3. Proceedings being taken or threatened by or disputes with adjoining owners;

36.3.4. The delay in obtaining approvals or other requirements of an authority, Council or other relevant organisation which could not reasonably have been foreseen by the Vendor;

36.3.5. The delay of the NSW Land Registry Services, the Registrar-General, or the relevant registration authority in registering the plan of subdivision and/or any documents or dealings incidental thereto;

36.3.6. By any other matter beyond the control of the Vendor.

36.4. In such circumstances, the Vendor may at any time give to the Purchaser a notice specifying the nature and extent of the delay and nominate a new Sunset Date with such extension period not to exceed 6 months.

36.5. On service of a copy of the notice to the Purchaser the Sunset Date is automatically extended by the period specified in the notice. The notice is conclusive evidence of the nature and extent of the delay and the extension of time is binding on the parties.

36.6. The Vendor may make all alterations to the measurement and lot numbers shown on the unregistered plan as are needed to obtain the necessary certificate, consents and approvals and the registration of the subdivision plan.

36.7. The Purchaser cannot make a claim, objection or requisition, delay completion or rescind or terminate in respect of:

36.7.1. any alteration to the lot numbers;

36.7.2. any minor reduction in the boundary dimensions or area of the land or minor variation in the position of the land as shown on the unregistered plan and as shown on the subdivision plan when registered; or

36.7.3. any alterations to or omission of any of the other lots shown on the unregistered plan.

36.8. If any reduction or variation is other than minor the Purchaser within 14 days of being served by the Vendor with notice of the reduction or variation must elect either to:

36.8.1. complete the agreement without making a claim, objection or requisition and notwithstanding the reduction or variation and otherwise on the terms set out in the contract; or

36.8.2. rescind

and if the Purchaser does not elect to rescind the Contract within the period of 14 days, the Purchaser is taken to have waived their right of rescission and to have accepted the subdivision plan with the reduction or variation.

36.9. A reduction in a boundary dimension or area is taken to be other than minor if it is a reduction of greater than 5%.

36.10. Clauses 36.6 to 36.9 inclusive are included in the Contract because the subdivision plan when registered may differ in boundary dimensions, area and location as a result of construction of works and final survey. Taking into account that this Contract is an off-the-plan Contract, the parties agree that this clause protects the legitimate interests of both parties, acting reasonably.

37. Easements

37.1. The Vendor may:

37.1.1. create further easements, covenants and restrictions as to user in addition to those set out and disclosed in this Contract (if any) and, in that event, such further documents required to bring about such creation shall be deemed to have been attached to and to form part of this Contract.; and

37.1.2. without limiting this Clause, change the location of easements as set out in the plan which the Vendor reasonably considers necessary or desirable and as required by any of the terms and conditions of any Development Approval (provided however, no such creation or change may result in any substantially detrimental effect upon the value or amenity of the property sold).

38. Construction

38.1. The Vendor must cause the construction of the improvements on the land known as 55B St Johns Avenue, Mangerton ("dwelling") in a proper and workmanlike manner and generally in accordance with the attached plans.

38.2. The Vendor may make alterations to the plans which it considers appropriate or necessary or which are required by any Authority.

38.3. The Purchaser cannot make a claim, objection, requisition, rescind or terminate in respect of any minor alterations or variations to the plans (a variation in internal dimensions or area of up to 5% shall be deemed minor).

38.4. If any alteration or variation is other than minor, the Purchaser within 14 days of being served by the Vendor with notice of the alteration or variation must elect either to:

38.4.1. complete the agreement without making a claim, objection or requisition and notwithstanding the alteration or variation and otherwise on the terms set out in the contract; or

38.4.2. rescind

and if the Purchaser does not elect to rescind the Contract within the period of 14 days, the Purchaser is taken to have waived their right of rescission and to have accepted the dwelling with the alteration or variation.

38.5. Clauses 38.2 to 38.4 inclusive are included in the Contract as the obligations of the Vendor to construct the dwelling must be stated with an allowance for some flexibility for the Vendor, acting reasonably. The parties agree that this Clause protects the legitimate interest of both parties while ensuring the Purchaser will on completion receive essentially what the Vendor has agreed to sell and the Purchaser has agreed to buy.

39. Inclusions

39.1. The Vendor must (subject to Clause 39.2) cause the installation of inclusions as specified in the Inclusions list attached.

39.2. The Vendor may without notice to the Purchaser alter any inclusions in the property as specified in the Inclusions list to another finish/item of at least equivalent quality.

40. Adjustment of rates

40.1. If at the date of completion no separate assessments for land tax, council, water and sewerage rates in respect of the property have been issued, the Purchaser agrees to accept as the amount payable:

40.1.1. $1,500.00 per annum for land tax; and

40.1.2. $2,000.00 per annum for council rates; and

40.1.3. $200.00 per quarter for water and sewerage rates

and such amount shall be adjusted on completion in accordance with Clause 14.

40.2. The Vendor must pay once issued the:

40.2.1. Land tax for the current calendar year; and

40.2.2. Council rates for the current financial year (excluding domestic waste levy); and

40.2.3. Water and sewerage rates for the quarter current at the date of completion.

41. New dwelling

The Vendor discloses that the Property is a newly constructed dwelling and has not previously been occupied or sold.

42. Defects after completion

42.1 In this clause, Defect means a defect in the construction or finishing of the Property, but does not include:

(a) fair wear and tear;

(b) any matter excluded by clause 45;

(c) shrinkage, settlement, expansion or minor cracking within normal building tolerances;

(d) damage caused after completion other than by the Vendor or its contractors; or

(e) a defect in an item covered by a manufacturers warranty.

42.2 If the Purchaser gives the Vendor one written defects list within 3 months after the earlier of completion and occupation of the Property, the Vendor must remedy each Defect properly notified in that list within a reasonable time.

42.3 The Vendor is not required to accept more than one defects list from the Purchaser.

42.4 The Purchaser must give the Vendor and its contractors reasonable access to the Property on reasonable notice for the purpose of inspecting and remedying any properly notified Defect.

42.5 Any notice given by the purchaser under clause 42 must be given to the vendor or the vendors agent directly and not to the vendors solicitor.

43. Major Defects

43.1 The purchaser must not delay completion in respect of any defect unless that defect or fault is a defect or fault which:

43.1.1 detrimentally affects the structure of the property or the building;

43.1.2 may cause significant risk of harm to persons in the property or building; or

43.1.3 makes the property uninhabitable.

43.2 The purchaser must serve notice of any major defect immediately the purchaser becomes aware of any major defect. Before completion, the vendor must repair in a proper and workmanlike manner, at the vendor's expense, any major defect of which notice has been served by the purchaser before completion.

44. Conclusive Evidence

44.1 A copy of any Occupation Certificate will be conclusive evidence that:

44.1.1 the property is fit for occupation; and

44.1.2 there is no major defects that may reasonably cause danger to persons in the property of that makes the property uninhabitable.

45. Natural Products

45.1 Some of the materials used in the property (particularly in finishes and fittings) may comprise natural products such as stone, timber and the like. Where the property contains natural products, the purchaser acknowledges and accepts that:

(i) those materials may exhibit variations in shade, colour, texture, surface finish, markings, or the like and may contain natural fissures, occlusions, lines, indentations or the like;

(ii) these materials may expand, contract or distort over time as a result of exposure to heat, cold, weather and the like;

(iii) these materials may mark or stain if exposed to certain substances;

(iv) these materials may be damaged or disfigured by impact or scratching or other mechanical means; and

(v) the matters referred to in this subclause (45.1) are not defects and the Purchaser cannot make a claim or requisition or rescind or terminate the Contract as a result of the existence or occurrence of any of the matters set out in this clause.

45.2 This clause does not merge on completion.

46. Caveat

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

47. Completion date

47.1. Completion of this agreement shall take place on whichever is the later of the undermentioned dates:

47.1.1. 21 days from written notification by the Vendor's solicitor to the Purchaser's solicitor/conveyancer of the registration of the plan of subdivision;

47.1.2. 21 days from written notification by the Vendor's solicitor to the Purchaser's solicitor/conveyancer of the issue of the Occupation Certificate; or

47.1.3. 42 days after the date of this Contract.

48. Late completion

48.1. Provided the Purchaser is not prevented from completing this Contract by the Completion Date due to the Vendor's refusal or inability to complete, then in addition to the balance of the purchase price, the Purchaser shall pay to the Vendor, on completion:

48.1.1. Interest on the balance of the purchase price outstanding at the rate of 10% per annum calculated daily from (but not including) the date provided for completion herein up to and including the date completion actually takes place; and

48.1.2. The additional sum of $330.00 (GST inclusive) on account of legal costs and expenses incurred by the Vendor as a result of the purchaser's delay.

48.2. It is acknowledged by the Purchaser that the monies referred to in sub clause 48.1 above are recoverable by the Vendor as liquidated damages being a genuine pre-estimate of the loss suffered and expenses incurred by the Vendor as a consequence of the Purchaser's delay or default.

48.3. In the event that any of the monies referred to in sub clause 48.1 above are payable by the Purchaser, such monies shall be paid on and as a condition precedent to completion.

49. Notice to complete

49.1. If completion does not occur on or before the completion date, at any time either party (not then being in default under this Contract) may serve on the other a Notice to Complete, requiring completion of this Contract on a specified date being not less than 14 days after the date of service of the Notice to Complete.

49.2. If a party serves a Notice to Complete on the other, that party shall be permitted to serve notice on the other prior to expiration of the Notice to Complete to:

49.2.1. extend the time in which the other is required to settle; or

49.2.2. withdraw

the said Notice to Complete.

49.3. If the Vendor has served a Notice to Complete, an additional sum of $330.00 (GST inclusive) on account of legal costs and expenses incurred by the Vendor is payable by the Purchaser and the Purchaser shall not be entitled to require the Vendor to complete this Contract unless such payment is paid to the Vendor on completion and it is an essential term of the Contract.

50. Death, incapacity and insolvency

50.1. If an individual party dies or loses legal capacity prior to completion then either party may rescind the Contract and the provision of Clause 19 of the Contract shall apply.

50.2. If the Purchaser is or becomes bankrupt, insolvent, in liquidation, under administration, in receivership, or otherwise subject to any form of external administration before completion, then the Purchaser shall be deemed to be in default and the provision of Clause 9 shall apply.

51. Real estate agent

The Purchaser warrants that the Purchaser was not introduced to the Vendor or the property by any real estate agent except the agent (if any) named on the front page of this Contract.

The Purchaser indemnifies the Vendor (and if more than one each of them) against any claim for commission which might be made by any other agent resulting from an introduction which the Purchaser has not disclosed in breach of this warranty and against all costs and any expenses incidental to defending any such claim. It agreed that these indemnities shall be continuing indemnities not merging on completion.

52. Anti-Money Laundering

52.1 The Purchaser acknowledges that the Vendor may be required to comply with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), the regulations and rules made under that Act, and any other applicable legislation, regulations or rules relating to anti-money laundering and counter-terrorism financing (AML Legislation).

52.2 The Purchaser must promptly provide to the Vendor all information, documents and assistance reasonably required by the Vendor to enable the Vendor to comply with its obligations under the AML Legislation.

52.3 The Purchaser warrants that the Purchaser's entry into this Contract, and the performance of the Purchaser's obligations under this Contract, do not and will not contravene the AML Legislation.

52.4 The Purchaser indemnifies the Vendor against any loss, damage, liability, penalty, fine, cost or expense (including legal costs on a full indemnity basis) suffered or incurred by the Vendor arising from or in connection with:

(a) any breach of this clause by the Purchaser; or

(b) any breach by the Purchaser of the AML Legislation,

including any loss suffered by the Vendor by way of forfeiture of deposit, damages or otherwise.

53. Deposit bond/Bank Guarantee

53.1. If the Vendor agrees to accept a deposit bond or an unconditional bank guarantee in place of payment of all or part of the deposit, the Purchaser must provide that instrument to the Vendor or the Vendor's solicitor on or before exchange, or by such later time as the Vendor may approve in writing.

53.2. In this clause, Deposit Security means a deposit bond or unconditional bank guarantee accepted by the Vendor under clause 53.1.

53.3. The amount secured by the Deposit Security must be not less than the amount of the deposit, or the balance of the deposit, for which it is provided under this Contract.

53.4. A Deposit Security must::

53.4.1. be issued by an issuer reasonably acceptable to the Vendor;

53.4.2. be in a form reasonably acceptable to the Vendor;

53.4.3. be enforceable in New South Wales; and

53.4.4. have an expiry date no earlier than 1 month after the Sunset Date, as extended or varied in accordance with this Contract.

53.5. If at any time the Deposit Security:

53.5.1 does not comply with this clause;

53.5.2 will expire less than 1 month after the then applicable Sunset Date; or

53.5.3 is or may reasonably be considered by the Vendor to be invalid, unenforceable or incapable of being called upon in accordance with its terms,

the Purchaser must, within 5 Business Days after written demand, provide a replacement Deposit Security or pay the relevant amount of the deposit in cleared funds, as the Vendor directs.

53.6. The Purchaser may not object, make any requisition or delay Completion by reason only that the Vendor requires the Deposit Security to be replaced or the secured amount to be paid in cleared funds under clause 53.5.

53.7. If Completion occurs, the Purchaser must at Completion pay in cleared funds, as part of the monies payable on Completion, the amount secured by the Deposit Security to the extent that amount has not previously been paid under this Contract. Upon Completion, the Vendor must arrange for the Deposit Security to be released or returned, provided the Purchaser has complied with this clause.

53.8. If this Contract is terminated following the Purchaser's default and the Vendor is entitled to receive or forfeit the deposit under this Contract, the Vendor may immediately call upon the Deposit Security for the amount then secured by it, to the extent that amount has not already been paid.

53.9. If the issuer of the Deposit Security does not pay the amount demanded under clause 53.8 promptly in accordance with the terms of the Deposit Security, the Purchaser must immediately pay that amount to the Vendor in cleared funds upon written demand.

53.10. The Purchaser acknowledges that a Deposit Security is not payment of the deposit unless and until the amount secured by it is actually received by the Vendor or the deposit holder, as applicable.

53.11. This clause does not limit any other right or remedy of the Vendor arising from the Purchaser's default.

54. Paper settlement at Purchaser's request

If, at the Purchaser's request or because of the Purchaser's default, completion occurs other than through an electronic lodgement network, the Purchaser must pay the Vendor's additional legal fees and disbursements arising from that method of completion. The amount of $165.00 (GST inclusive) is agreed to be a reasonable pre-estimate of those additional costs and is payable as an adjustment on completion.

55. Amendments to the contract

Each of the parties warrant to the other party that their solicitor/conveyancer has authority to make amendments to this Contract prior to the making of this Contract.

56. Finance warranty

56.1. The Purchaser warrants that either:

56.1.1. no finance is required; or

56.1.2. satisfactory arrangements have been made for finance to assist the Purchaser with the acquisition of the property.

56.2. The Purchaser shall not terminate this Contract by reason of the unavailability of finance on completion and the Purchaser acknowledges that as a result of making this disclosure the Purchaser cannot and will not terminate this Contract pursuant to any relevant legislation.

57. FIRB and foreign purchaser warranty

57.1. The Purchaser (and if more than one, each of them) warrants that:

57.1.1. the Purchaser is not a foreign person and this transaction does not require notification to, or approval from, the Foreign Investment Review Board under the Foreign Acquisitions and Takeovers Act 1975 (Cth); or

57.1.2. if any such notification or approval is required, it was obtained before the Contract date and the Purchaser has complied, and will comply, with all conditions of that approval.

57.2 The Purchaser indemnifies the Vendor against any loss, liability, cost or expense arising from any breach of this clause.

58. Requisitions on title

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

59. Guarantee

59.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Securities Exchange. This clause is an essential term of this contract.

59.2 The word guarantor means each director of the purchaser as at the date of this contract.

59.3 If any director of the Purchaser has not signed this clause as a guarantor, the Vendor may terminate this Contract by notice served within 14 days after the Contract date.

59.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:

59.4.1 payment of all money payable by the purchaser under this contract; and

59.4.2 the performance of all of the purchaser's other obligations under this contract.

59.5 The guarantor:

59.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and

59.5.2 must pay on demand any money due to the vendor under this indemnity.

59.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:

59.6.1 the performance by the purchaser of its obligations under this contract; and

59.6.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.

59.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.

59.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.

59.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:

59.9.1 the granting of any time, waiver, covenant not to sue or other indulgence;

59.9.2 the release or discharge of any person;

59.9.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;

59.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;

59.9.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or

59.9.6 the winding up of the purchaser.

59.10 The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

59.11 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

59.12 This clause operates as a deed between the vendor and the guarantor.

Signed:_____ **Signed:**_____

Name:_____ **Name:**_____
Director/Secretary **Director**

60. Counterparts and Electronic Execution

This Contract may be executed in counterparts and electronically. Each signed counterpart and each electronically transmitted signed copy is taken to be an original, and together they form one instrument.

62. Notwithstanding any other provision in this contract, the Parties agree that should settlement not take place on or before 18 December 2026 for any reason, then:

62.1 The expiry date of any Notice to Complete issued by either party is extended until the later of 8 January 2027 or the date specified in the notice; and

62.2 Interest for Late Completion pursuant to special condition 48 will not be payable between 18 December 2026 until and including 8 January 2027.

63. Release of Deposit via Pexa

63.1. In the event the Vendor requires the deposit for settlement online through PEXA, the purchaser hereby agrees and authorises the *depositholder* to release the deposit paid hereunder for settlement. No further authority or consent will be required from the Purchaser other than as contained in this clause.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
   (g) Has the vendor or the tenant of the premises taken any steps to seek any benefit or protection under any law enacted in response to the COVID-19 pandemic? If so, please provide details of the steps taken and of the progress or outcome of any negotiations or hearing.
   (h) Has there been any application for land tax relief or residential tenancy support payment? If so, please provide details.
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
   (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
   (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

10. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
    (a) to what year has a return been made?
    (b) what is the taxable value of the Property for land tax purposes for the current year?
12. If any land tax certificate or property tax status certificate under the *Property Tax (First Home Buyer Choice) Act 2022* (NSW) shows a charge for land tax or property tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

13. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
    (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
    (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
    (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
    (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the

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Environmental Planning and Assessment Act 1979 (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:
  (i) please identify the building work carried out;
  (ii) when was the building work completed?
  (iii) please state the builder's name and licence number;
  (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).

(f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.

16.

(a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?

(b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?

17. If a swimming pool is included in the sale:
(a) did its installation or construction commence before or after 1 August 1990?
(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
(c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

18.

(a) To whom do the boundary fences belong?
(b) Are there any party walls?
(c) If the answer to Requisition 18(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
(d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
(e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?

Affectations/Benefits

19.

(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
  (i) whether there are any existing breaches by any party to it;
  (ii) whether there are any matters in dispute; and
  (iii) whether the licensor holds any deposit, bond or guarantee.

(b) In relation to such licence:
  (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
  (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

20. Is the vendor aware of:
(a) any road, drain, sewer or storm water channel which intersects or runs through the land?
(b) any dedication to or use by the public of any right of way or other easement over any part of the land?
(c) any latent defects in the Property?

21. Has the vendor any notice or knowledge that the Property is affected by the following:
(a) any resumption or acquisition or proposed resumption or acquisition?
(b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
(c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
(d) any sum due to any local or public authority? If so, it must be paid prior to completion.
(e) any realignment or proposed realignment of any road adjoining the Property?
(f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?

22. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?

23.

(a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
(b) If so, do any of the connections for such services pass through any adjoining land?

(c) Do any service connections for any other property pass through the Property?

24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 5 business days prior to completion.

27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.

28. If any document created for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.

29. Searches, surveys and enquiries must prove satisfactory.

30. The purchaser reserves the right to make further requisitions prior to completion.

31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

32. If the Contract is an off the plan contract:

(a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.

(b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.

(c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.

(d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?

(e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.

Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	AA Building Group Pty Ltd ACN 689 478 215
PROPERTY	55B Saint Johns Avenue, Mangerton NSW 2500

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	☒ No ☐ Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	☒ No ☐ Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	☒ No ☐ Yes **If Yes, please specify scheme type:**

DETAILS					
Completion	The later of: (a) 21 days from written notification of the registration of the plan of subdivision; (b) 21 days from written notification of the issue of the occupation certificate; (c) 42 days after the date of this contract.		**Refer to clause(s):**	47	
Is there a sunset date?	☐ No ☒ Yes	**Can this date be extended?**	☐ No ☒ Yes	**Refer to clause(s):**	36
Does the purchaser pay anything more if they do not complete on time?	☐ No ☒ Yes	Provide details, including relevant clause(s) of contract:	48.1.1 interest at 10% per annum calculated daily on the outstanding balance of the purchase price. 48.1.2 $330.00 on account of legal costs incurred by the Vendor as a result of the Purchasers delay. 49.3 $330.00 on account of legal costs incurred by the Vendor for the issue of a Notice to Complete.		
Has development approval been obtained?	☐ No ☒ Yes	Development Approval No:	CD-2026/190		
Has a principal certifying authority been appointed?	☐ No ☒ Yes	Provide details:	Building Certification Associates Pty Ltd 25 Lake Entrance Road, Warilla NSW 2528		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	☐ No ☒ Yes	Provide details, including relevant clause(s) of contract:	36.2 If the plan of subdivision is not registered by the sunset date then subject to Division 10 of Part 4 of the *Conveyancing Act 1919* (NSW) either party may rescind.		

ATTACHMENTS *(s66ZM(2) of the Conveyancing Act 1919)*	
The following prescribed documents are included in this disclosure statement *(select all that apply)*.	
☐ draft plan ☐ s88B instrument proposed to be lodged with draft plan ☐ proposed schedule of finishes ☐ draft strata by-laws ☐ draft strata development contract	☐ draft community/precinct/neighbourhood/ management statement ☐ draft community/precinct/neighbourhood/ development contract ☐ draft strata management statement ☐ draft building management statement

Certificate No. #HR-MNVT92-02
Scan QR code or follow website link for rating details.
Assessor name: Kiri Finnerty
Accreditation No.: HERA 19041
Property Address: 55 St Johns Avenue, Mangerton, NSW, 2500
http://www.hers-software.com.au/p/d/HRAMNVT92-02

PROPOSED DUAL OCCUPANCY & TORRENS TITLE SUBDIVISION

55 ST JOHNS AVENUE MANGERTON 2500
LOT/SECTION/PLAN NO: 217/-/DP19548

Area Calculations

Site Area:	**719.00m²**
Lot 1 Area:	**359.15m²**
Unit 1 Gross Floor Areas:	
Ground Floor Area	92.10m2
Garage Floor Area	31.30m2
Porch Area	2.20m2
Alfresco Area	16.20m2
First Floor Area	109.60m2
Void Area	16.75m2
Unit 1 Total Gross Floor Area	**268.15m2**
Unit 1 Floor Space Ratio:	
(measured from internal face of external walls)	
Ground Floor Area	92.10m2
Garage Floor Area	31.30m2
First Floor Area	109.30m2
Less Garage Allowance	-16.50m2
Unit 1 Net Floor Space Allowed:	**239.85m2**
Unit 1 Net Floor Space Proposed:	**216.20m2**

Area Calculations

Site Area:	**719.00m²**
Lot 2 Area:	**359.85m²**
Unit 2 Gross Floor Areas:	
Ground Floor Area	92.10m2
Garage Floor Area	31.30m2
Porch Area	2.20m2
Alfresco Area	14.20m2
First Floor Area	109.60m2
Void Area	16.75m2
Unit 2 Total Gross Floor Area	**265.15m2**
Unit 2 Floor Space Ratio:	
(measured from internal face of external walls)	
Ground Floor Area	92.10m2
Garage Floor Area	31.30m2
First Floor Area	109.30m2
Less Garage Allowance	-16.50m2
Unit 2 Net Floor Space Allowed:	**239.85m2**
Unit 2 Net Floor Space Proposed:	**216.20m2**

Landscaped Area Calculations

Site Area:	**719.00m²**
Front Of Building Line	
Landscaped Area Required: (25% of 137.60m2)	34.40m²
Landscaped Area Proposed:	67.15m²
Behind Building Line	
Landscaped Area Required:	129.75m²
Landscaped Area Proposed:	243.00m²
Combined Landscaped Area Required:	**259.50m²**
Combined Landscaped Area Proposed:	**310.15m²**

Drawing Schedule

Sheet Number	Sheet Name
01	COVER PAGE
02	SITE ANALYSIS PLAN
03	PROPOSED SITE PLAN
04	GROUND FLOOR PLAN
05	FIRST FLOOR PLAN
06	INTERNAL 3D PERSPECTIVE
07	WEST ELEVATION
08	EAST ELEVATION
09	SOUTH ELEVATION
10	NORTH ELEVATION
11	SECTION
12	ROOF PLAN
13	SITE COVERAGE PLAN
14	TORRENS TITLE SUBDIVISION PLAN
15	WASTE MANAGEMENT PLAN
16	SCHEDULES
17	SHADOW DIAGRAMS
18	BASIX
19	NATHERS

10STAR
*Discover **10 Star** Living*
A: 1A COWPER STREET, PORT KEMBLA 2505
P: 1300 10 STAR (7827)
E: info@10starliving.com.au
W: www.10starliving.com.au

No.	Description	Date

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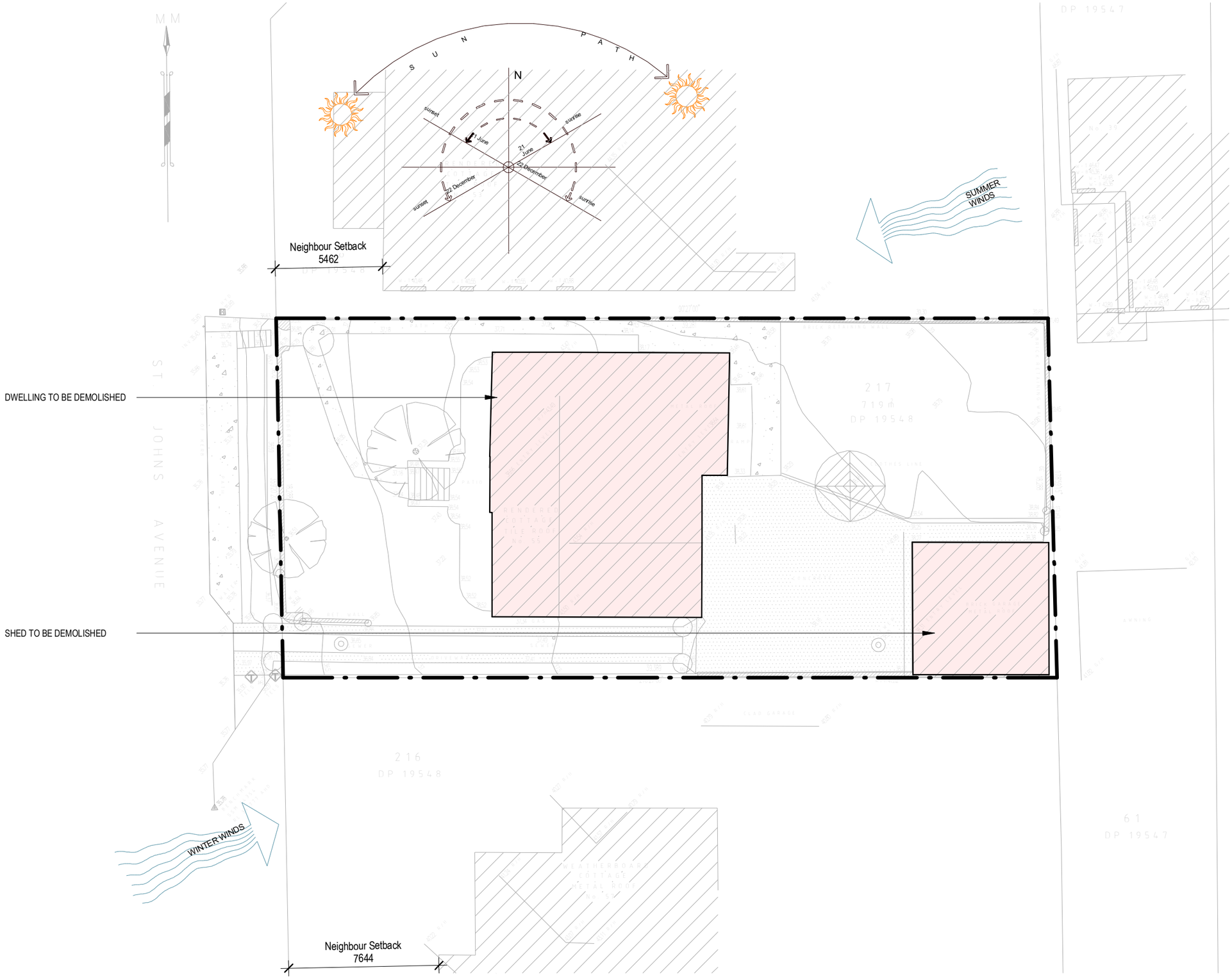
3. All dimensions are to be checked on site.
4. All work are to comply with the National Construction Code (NCC) & Australian Standards.

SHEET:	**COVER PAGE**			**ISSUE:**
PROPOSAL:	PROPOSED DUAL OCCUPANCY AND TORRENS TITLE SUBDIVISION	**DATE:**	25/02/2026	CDC-005
CLIENT:	PLATINUM HOMES	**SCALE @ A3:**		
ADDRESS:	55 ST JOHNS AVENUE MANGERTON 2500 - LOT217/-/DP19548	**PROJECT NO:**	10STAR - 578	**SHEET:**
LGA:	COMPLYING DEVELOPMENT - WOLLONGONG CITY COUNCIL	**DRAWN BY:**	10 Star PTY LTD	01

Certificate No. #HR-MNVT92-02
Scan QR code or follow website link for rating details.
Assessor name: Karl Finnerty
Accreditation No.: HERA 10041
Property Address: 55 St Johns Avenue, Mangerton, NSW, 2500
http://www.hero-software.com.au/cp/HR-MNVT92-02



1 Site Analysis Plan
1 : 200

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No.	Description	Date

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SHEET:	**SITE ANALYSIS PLAN**			**ISSUE:**
PROPOSAL:	PROPOSED DUAL OCCUPANCY AND TORRENS TITLE SUBDIVISION	**DATE:**	25/02/2026	CDC-005
CLIENT:	PLATINUM HOMES	**SCALE @ A3:**	1 : 200	
ADDRESS:	55 ST JOHNS AVENUE MANGERTON 2500 - LOT217/-/DP19548	**PROJECT NO:**	10STAR - 578	**SHEET:**
LGA:	COMPLYING DEVELOPMENT - WOLLONGONG CITY COUNCIL	**DRAWN BY:**	10 Star PTY LTD	02

CC NOTES:

Building Work - Compliance with the Building Code of Australia
All building work must be carried out in compliance with the provisions of the Building Code of Australia.

Stairscases
Your staircase must have no less than 2 risers or have no more than 18 risers without a 750mm2 landing or rest area. Each tread and riser must be of the same measurement within a single flight. All treads and top nosing must have a slip-resistant finish or a non-slip strip system near the edge of each tread nosing.

Windows
Protection of openable windows (bedrooms):
Windows with sill heights in bedrooms less than 1.7m must be-
*Fitted with screens or devices that restrict the opening such that a 125mm sphere cannot pass through the opening or screen;
*The device/screen must be capable of resisting outward horizontal action of 250N;
*The device or screen must be a permanent fixture;
Note: if window limiters are employed for protection, the ventilation requirements of Part 3.8.5 remain applicable.

Mailboxes
The developer must install mailboxes along street frontage of the property boundary in accordance with Australia Post Guidelines. Prominent house numbers are to be displayed, with a minimum number size of 150 mm in height for each number.

88b Compliance
The proposal shall comply in all respects with the restrictions and covenants detailed in the 88B Instrument associated with the deposited plan as applicable to the subject site and development.

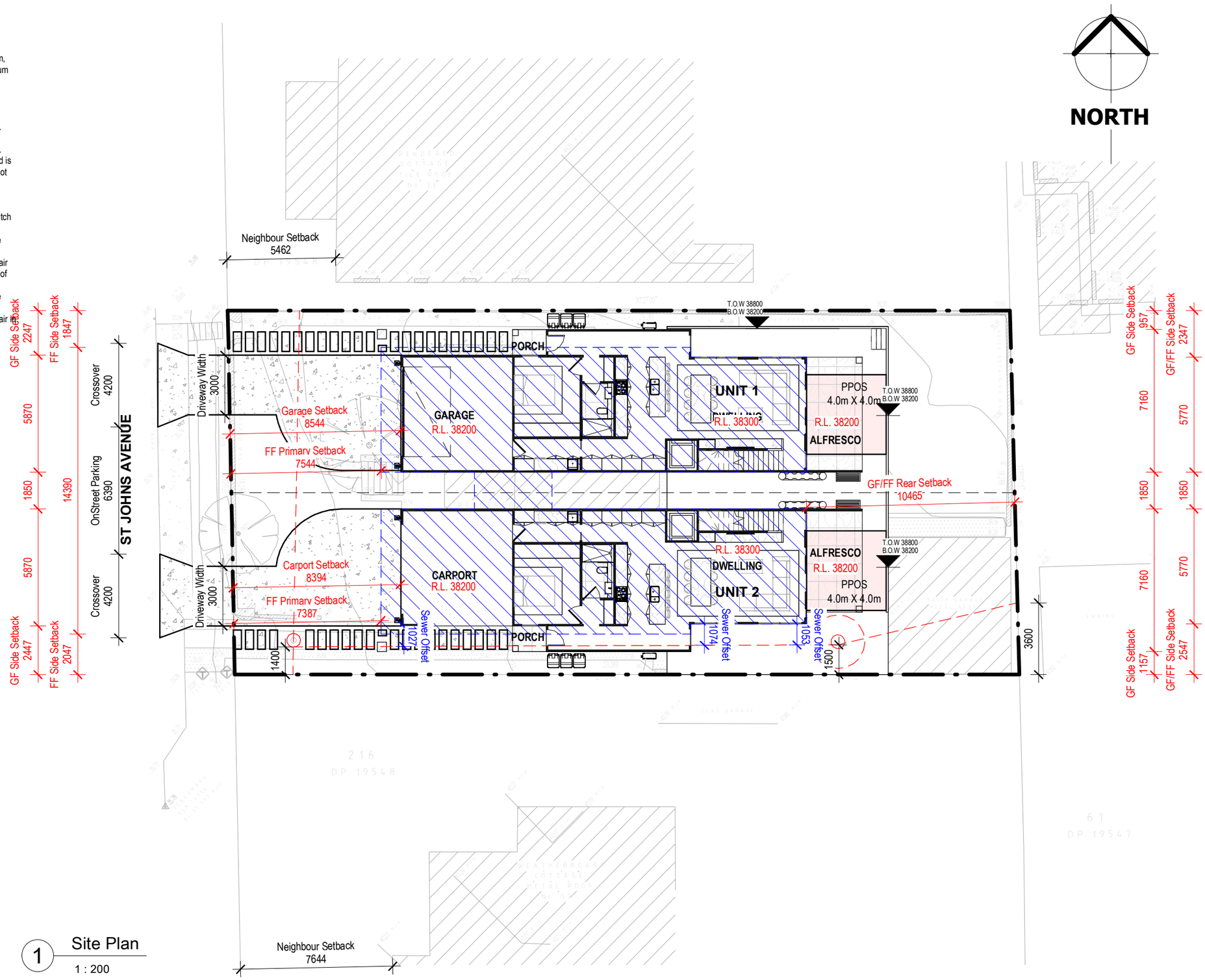
2022 NCC 9.5.1 Smoke Alarms
Smoke alarms must (a) be located in (i) Class 1a buildings in accordance with 9.5.2 and 9.5.4; and (ii) Class 1b buildings in accordance with 9.5.3 and 9.5.4. (b) comply with AS 3786, except that in a Class 10a private garage where the use of the area is likely to result in smoke alarms causing spurious signals, any other alarm deemed suitable in accordance with AS 1670.1 may be installed provided that smoke alarms complying with AS 3786 are installed elsewhere in the Class 1 building; and
(c) be powered from the consumer mains source where a consumer mains source is supplied to the building; and (d) be interconnected where there is more than one alarm.

2022 NCC 9.5.2 Smoke Alarm Location - Class 1a
In a Class 1a building, smoke alarms must be located in(a) any storey containing bedrooms, every corridor or hallway associated with a bedroom, or if there is no corridor or hallway, in an area between the bedrooms and the remainder of the building; and (b) each other storey not containing bedrooms.

2022 NCC 9.5.4 Smoke Alarm Installation
Smoke alarms required by 9.5.2 and 9.5.3 must be installed on or near the ceiling, in accordance with the following:
(a) Where a smoke alarm is located on the ceiling it must be (i) a minimum of 300 mm away from the corner junction of the wall and ceiling; and (ii) between 500 mm and 1500 mm away from the high point and apexes of the ceiling, if the room has a sloping ceiling. (b) Where (a) is not possible, the smoke alarm may be installed on the wall, and located a minimum of 300 mm and a maximum of 500 mm off the ceiling at the junction with the wall.

CC NOTES:

2022 NCC 10.8 Condensation Management
10.8.2 Exhaust Systems
(1)An exhaust system installed in a kitchen, bathroom, sanitary compartment or laundry must have a minimum flow rate of a) 25 L/s for a bathroom or sanitary compartment; and b) 40 L/s for a kitchen or laundry.
(2)Exhaust from a kitchen, kitchen range hood, bathroom, sanitary compartment or laundry must discharge directly or via a shaft or duct to outdoor air.
(3)Where a venting clothes dryer is installed, it must discharge directly or via a shaft or duct to outdoor air.
(4)An exhaust system that is not run continuously and is serving a bathroom or sanitary compartment that is not ventilated in accordance with 10.6.2(a) must a) be interlocked with the room's light switch; and
b) include a run-on timer so that the exhaust system continues to operate for 10 minutes after the light switch is turned off.
(5)Except for rooms that are ventilated in accordance with 10.6.2(a), a room with an exhaust system in accordance with (1) must be provided with make-up air a) via openings to an adjacent room with a free area of 14,000 mm2; or b) in accordance with AS 1668.2.
(6)Except for rooms that are ventilated in accordance with 10.6.2(a), a room with an exhaust system in accordance with (3) must be provided with make-up air in accordance with AS 1668.2.



1 Site Plan
1 : 200

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CLIENT:	PLATINUM HOMES	**SCALE @ A3:**	1 : 200	
ADDRESS:	55 ST JOHNS AVENUE MANGERTON 2500 - LOT217/-/DP19548	**PROJECT NO:**	10STAR - 578	**SHEET:**
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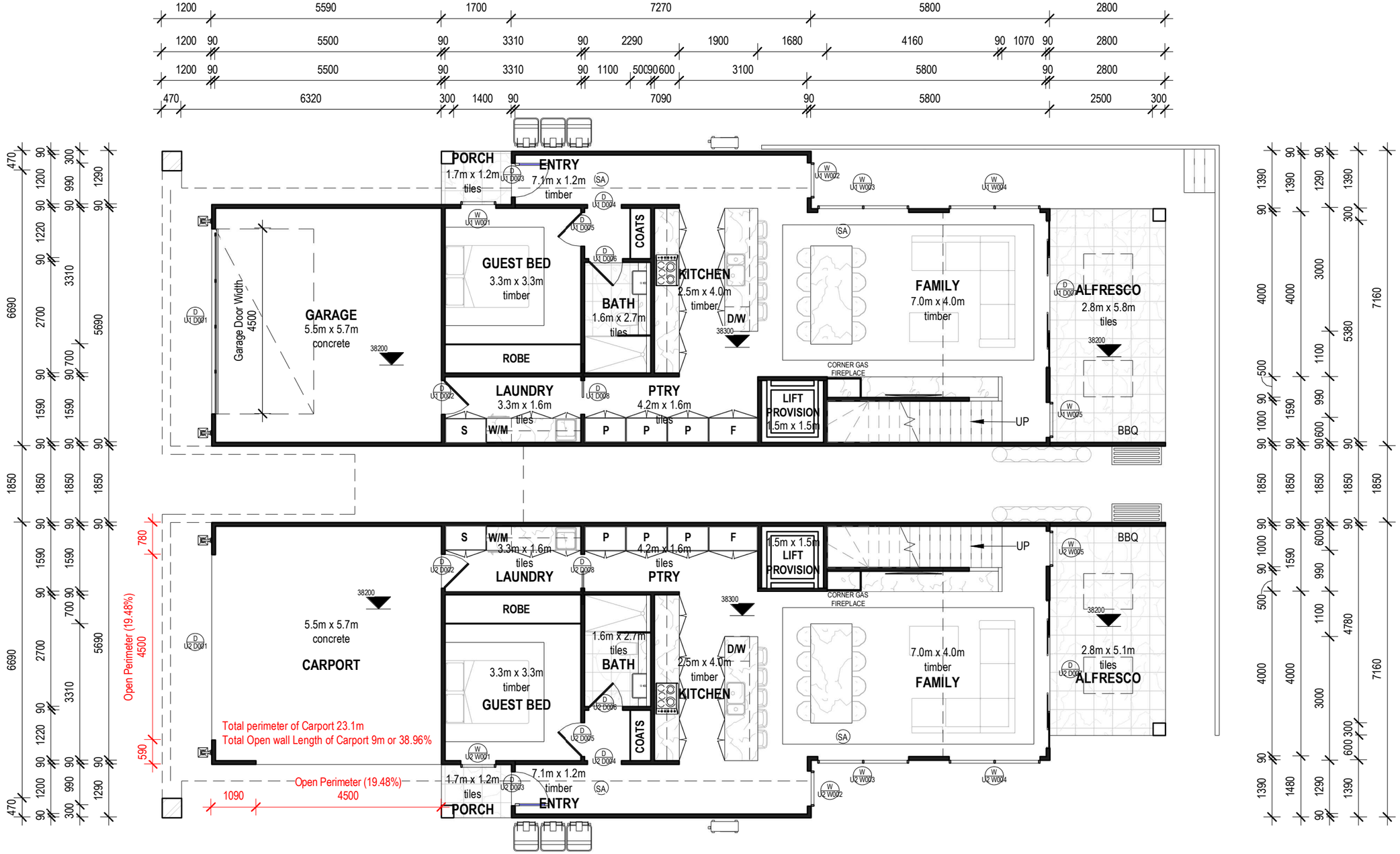

1 Ground Floor Plan

1 : 100

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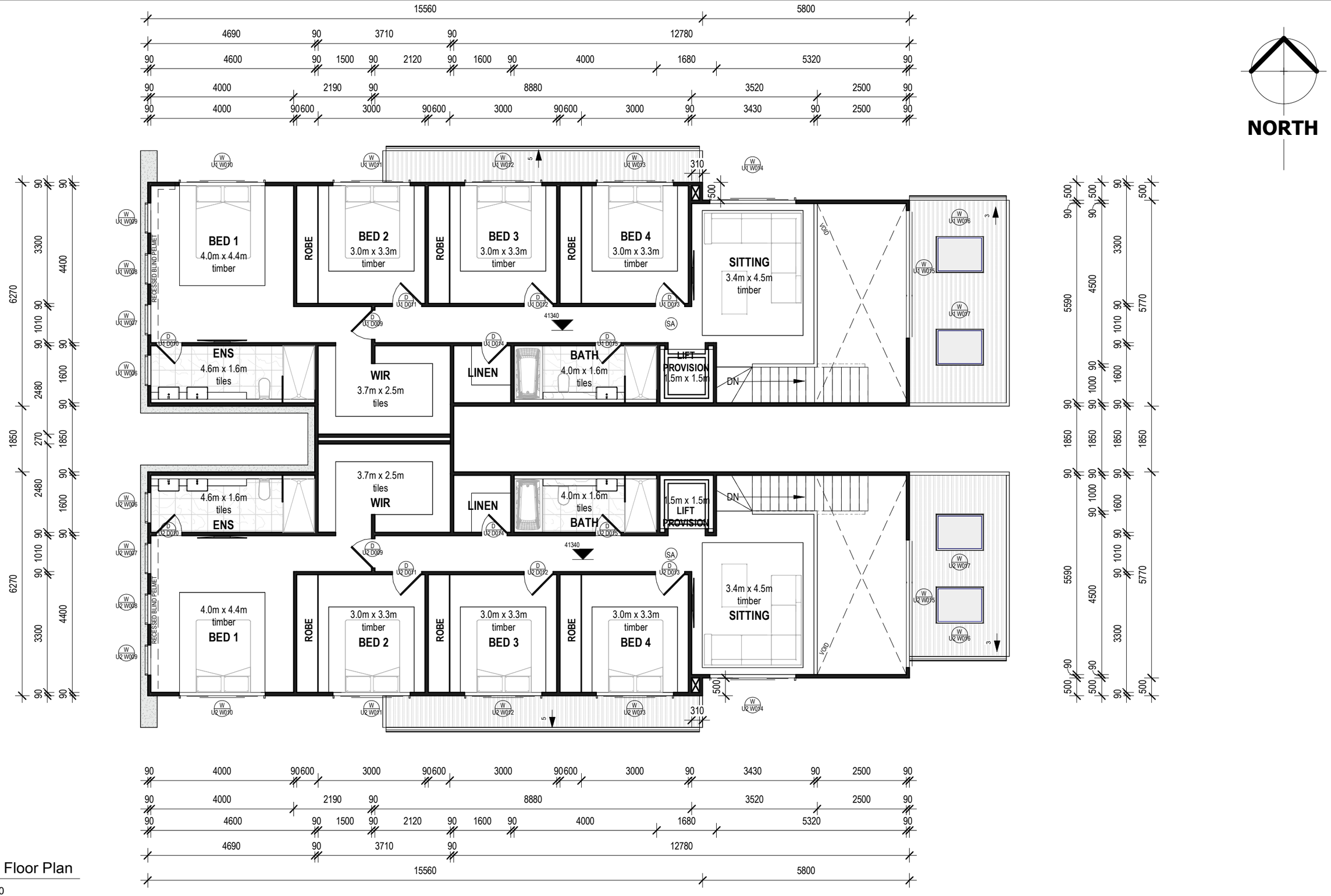

1 First Floor Plan

1 : 100

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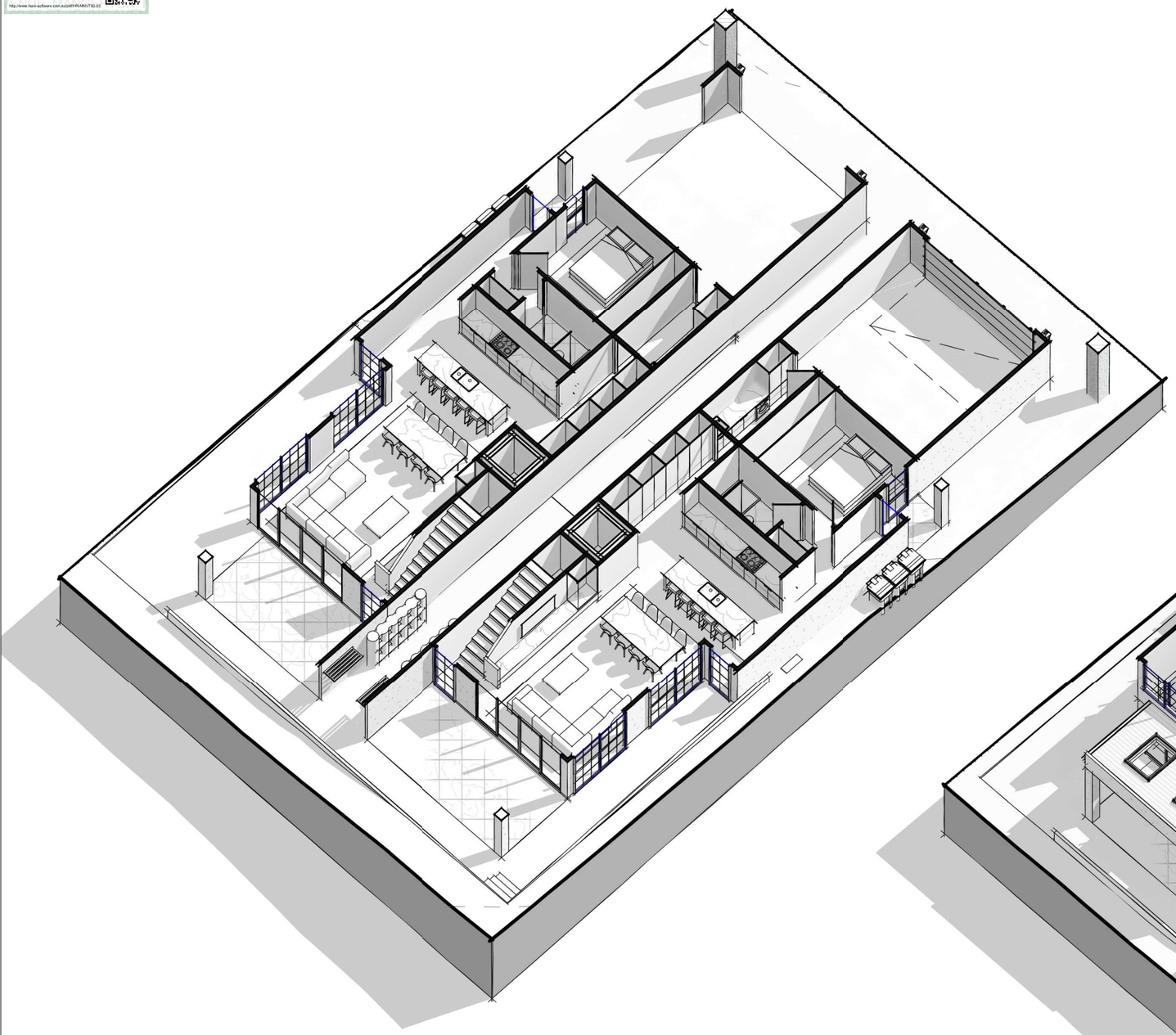
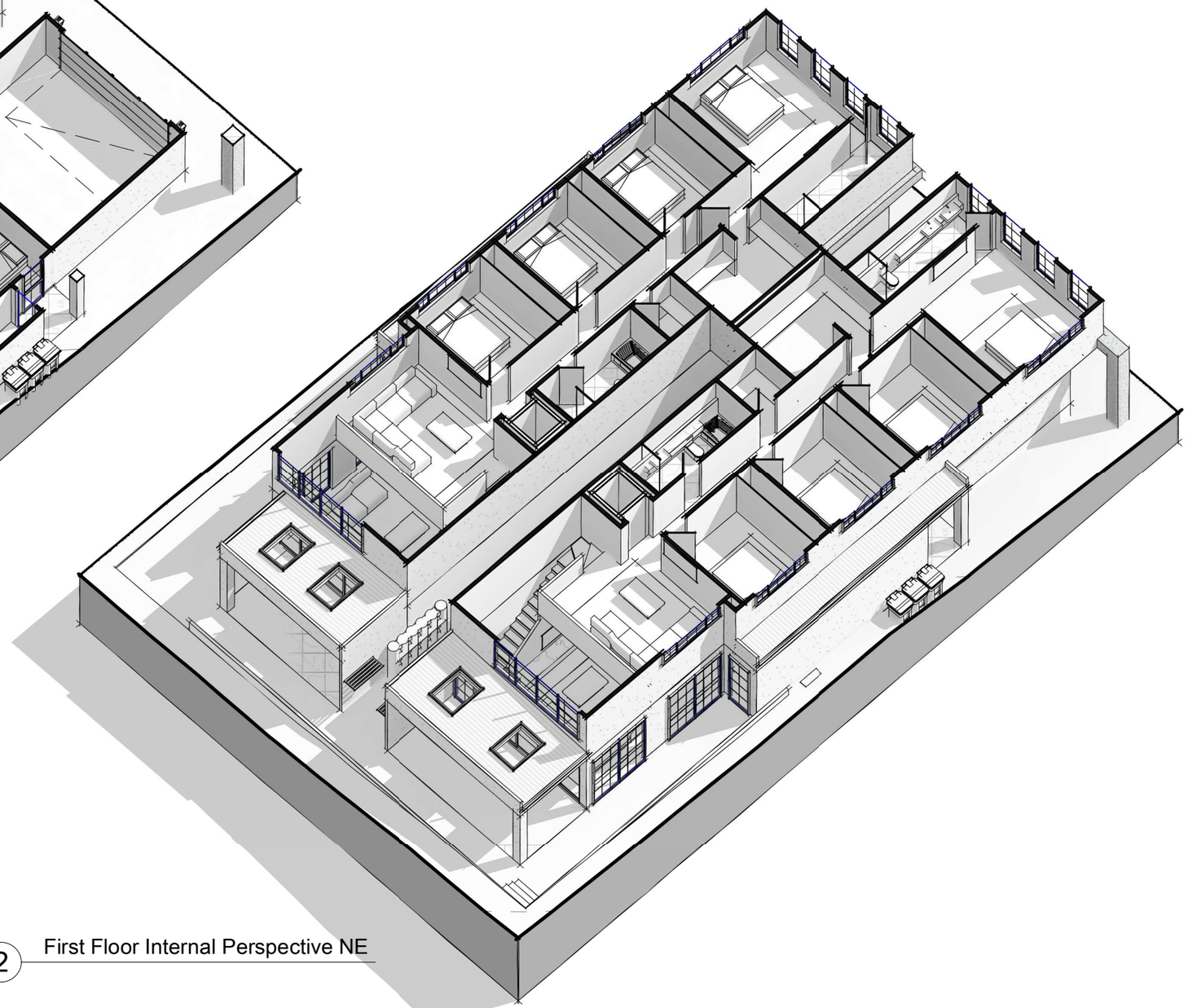


1 Ground Floor Internal Perspective NE



2 First Floor Internal Perspective NE

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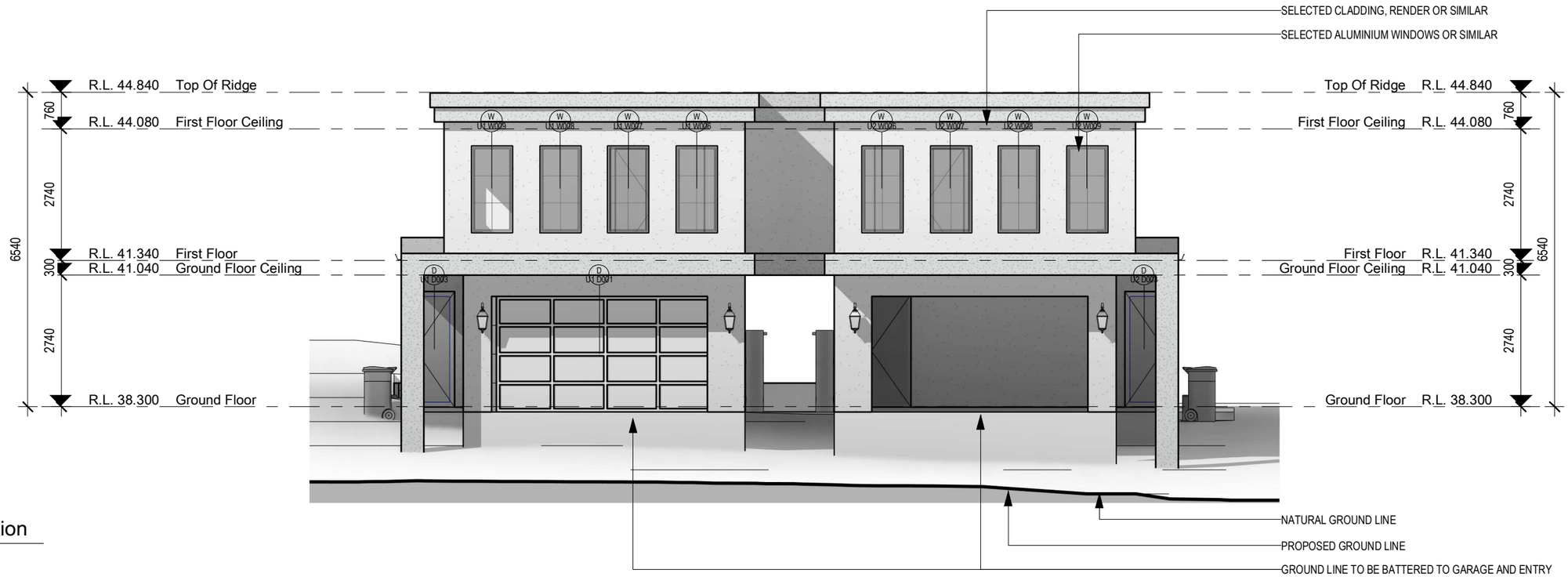

1 West Elevation

1 : 100

2 West Perspective

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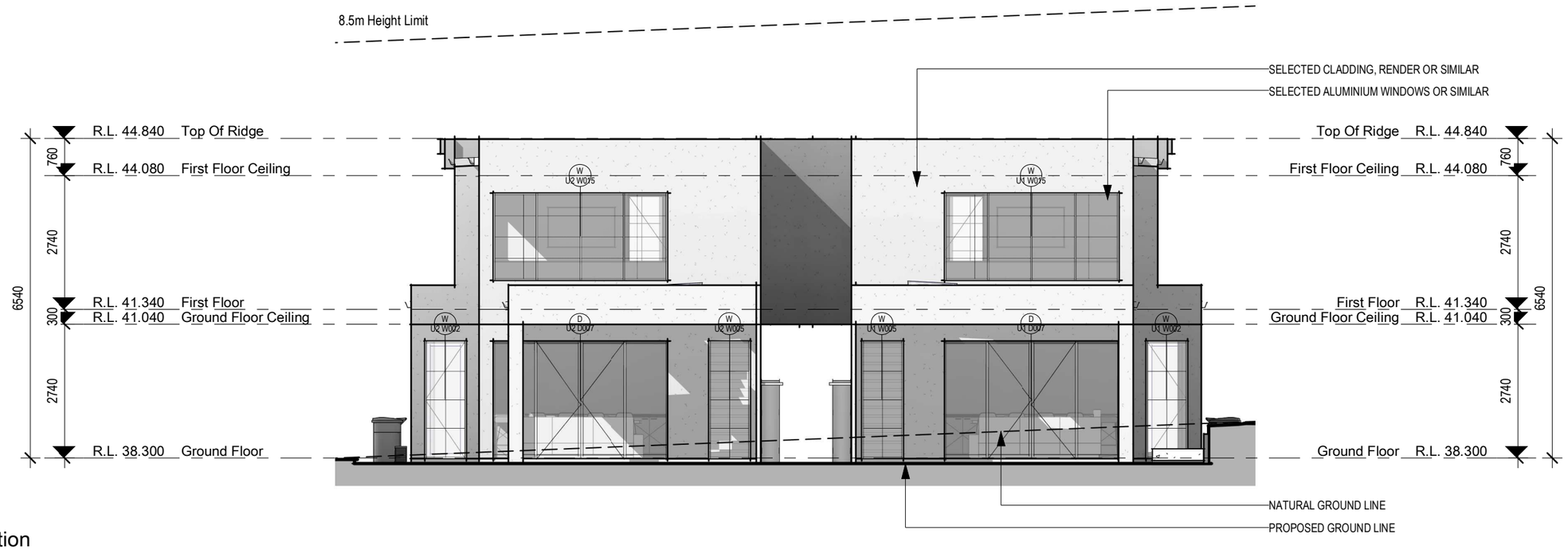

1 East Elevation

1 : 100

2 East 3D Perspective

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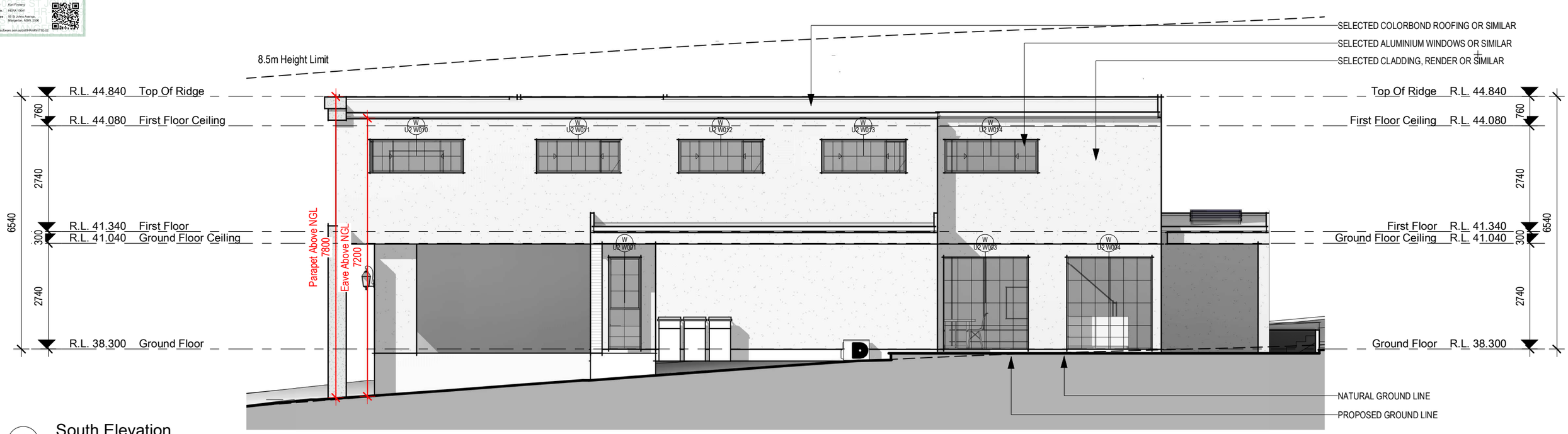
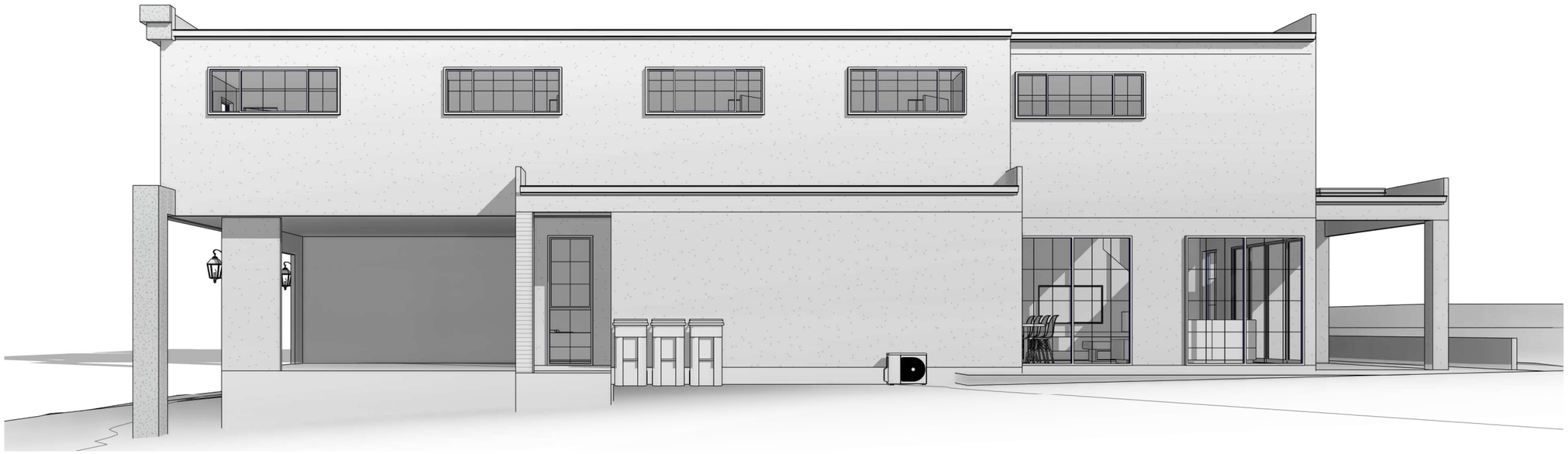


1 South Elevation
1 : 100



2 South 3D Perspective

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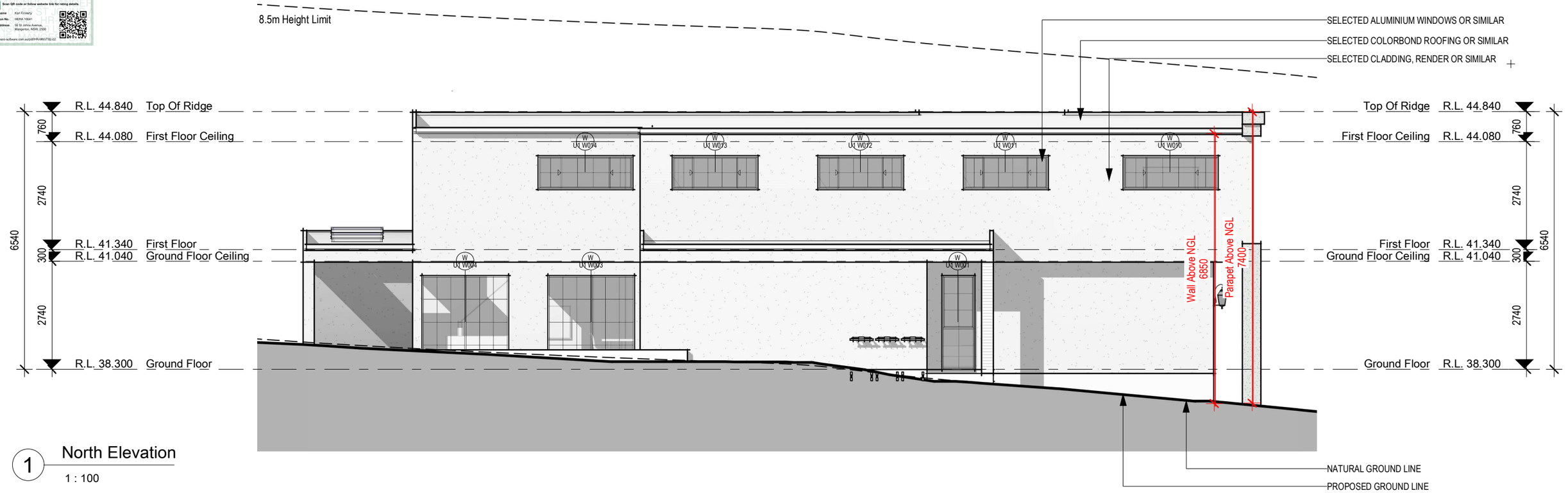

1 North Elevation

1 : 100

2 North 3D Perspective

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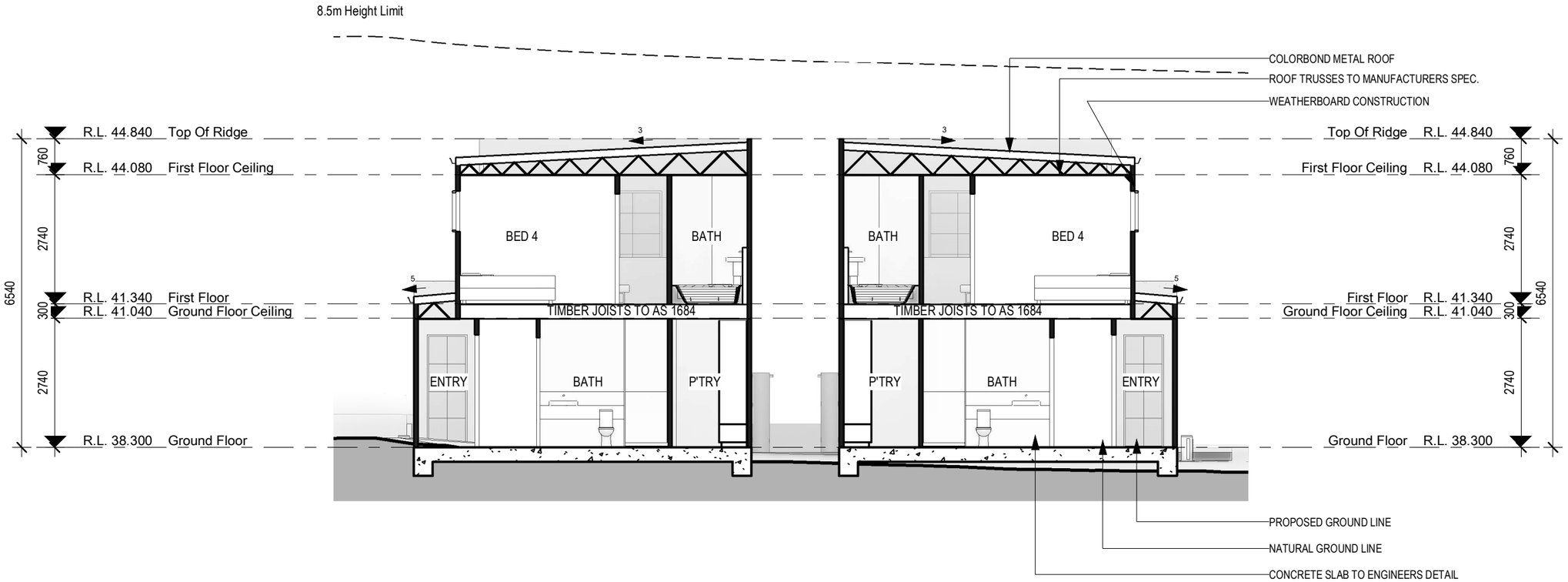

1 Section
1 : 100

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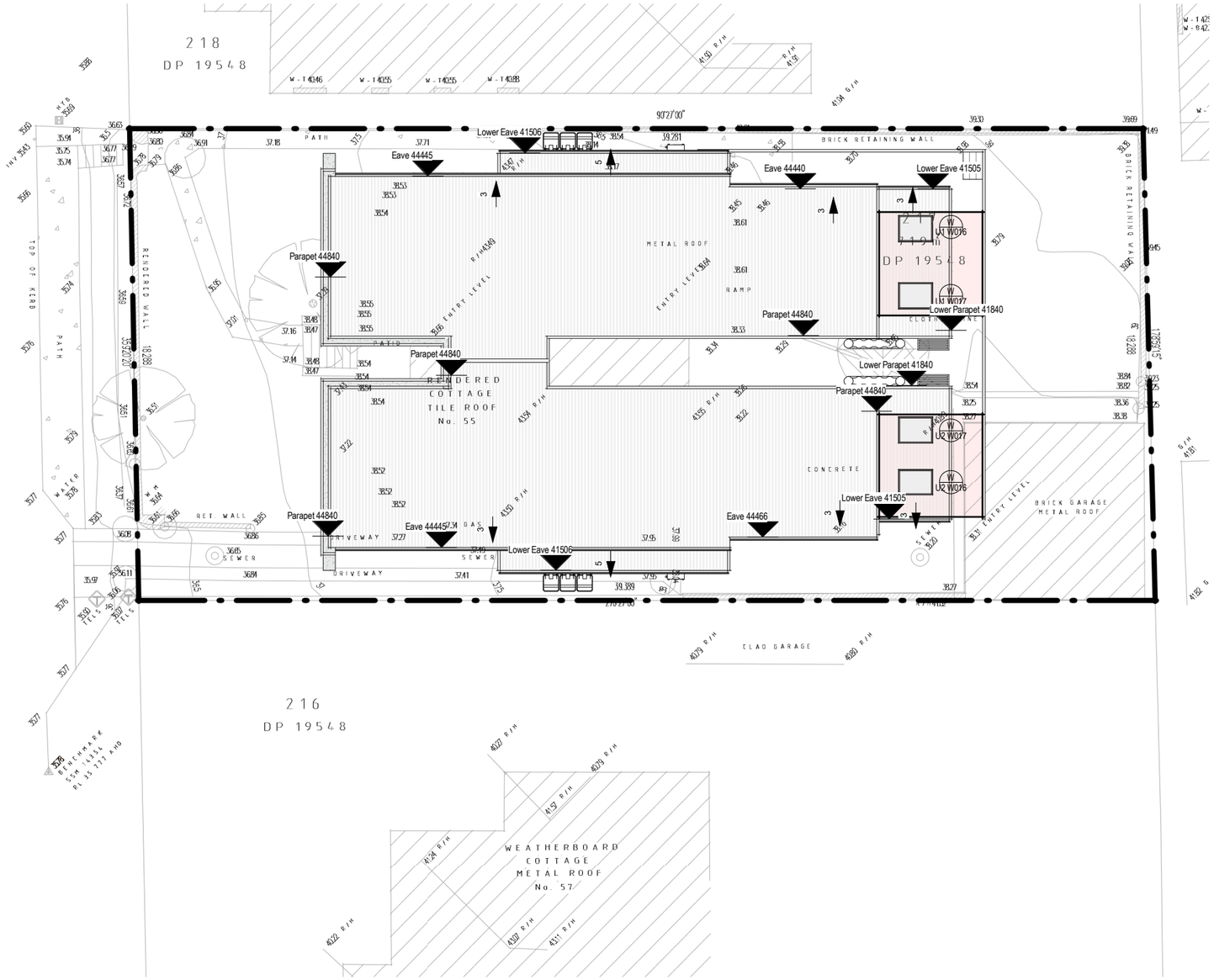
NOTE: ALL EAVES ARE 0mm UNLESS STATED

NORTH



1 Roof Plan
1 : 200

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Landscaped Area Calculations

Site Area:	**719.00m²**
Front Of Building Line	
Landscaped Area Required: (25% of 137.60m2)	34.40m²
Landscaped Area Proposed:	67.15m²
Behind Building Line	
Landscaped Area Required:	129.75m²
Landscaped Area Proposed:	243.00m²
Combined Landscaped Area Required:	**259.50m²**
Combined Landscaped Area Proposed:	**310.15m²**

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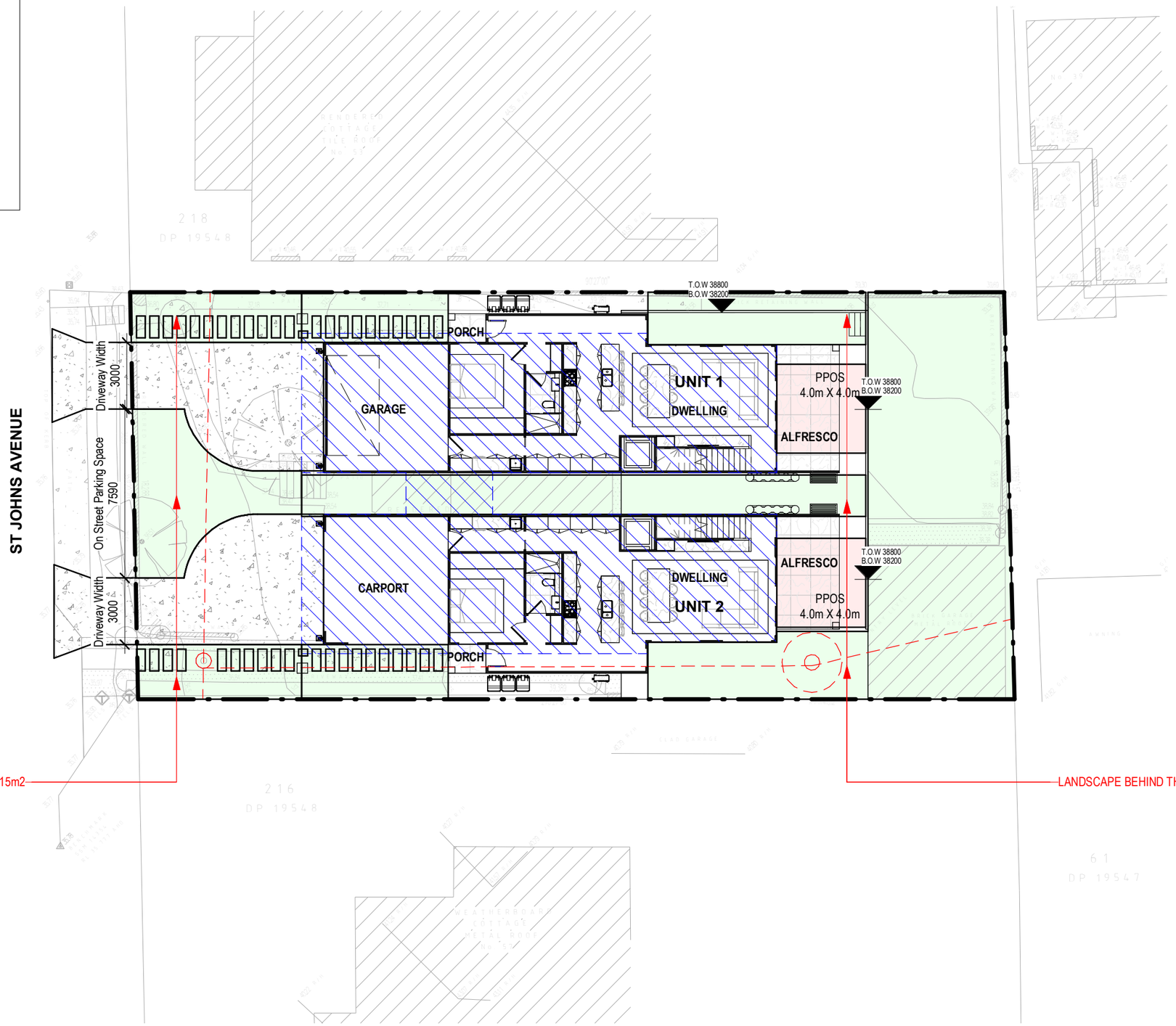
NORTH

ST JOHNS AVENUE



1 Site Coverage Plan

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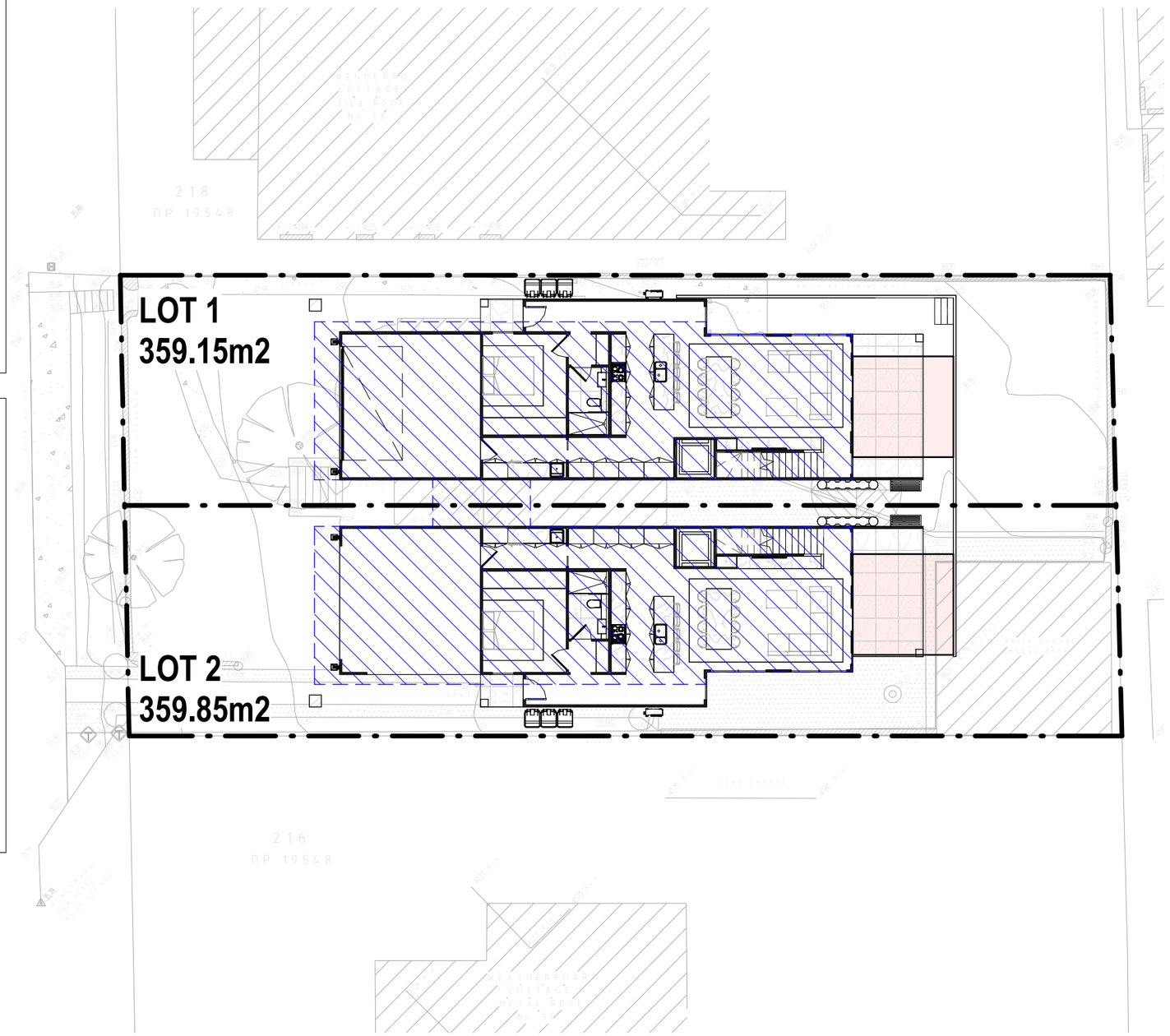
SHEET:	**SITE COVERAGE PLAN**			**ISSUE:**
PROPOSAL:	PROPOSED DUAL OCCUPANCY AND TORRENS TITLE SUBDIVISION	**DATE:**	25/02/2026	CDC-005
CLIENT:	PLATINUM HOMES	**SCALE @ A3:**	1 : 200	
ADDRESS:	55 ST JOHNS AVENUE MANGERTON 2500 - LOT217/-/DP19548	**PROJECT NO:**	10STAR - 578	**SHEET:**
LGA:	COMPLYING DEVELOPMENT - WOLLONGONG CITY COUNCIL	**DRAWN BY:**	10 Star PTY LTD	13

Area Calculations

Site Area:	**719.00m²**
Lot 1 Area:	**359.15m²**
Unit 1 Gross Floor Areas:	
Ground Floor Area	92.10m2
Garage Floor Area	31.30m2
Porch Area	2.20m2
Alfresco Area	16.20m2
First Floor Area	109.60m2
Void Area	16.75m2
Unit 1 Total Gross Floor Area	**268.15m2**
Unit 1 Floor Space Ratio:	
(measured from internal face of external walls)	
Ground Floor Area	92.10m2
Garage Floor Area	31.30m2
First Floor Area	109.30m2
Less Garage Allowance	-16.50m2
Unit 1 Net Floor Space Allowed:	**239.85m2**
Unit 1 Net Floor Space Proposed:	**216.20m2**

Area Calculations

Site Area:	**719.00m²**
Lot 2 Area:	**359.85m²**
Unit 2 Gross Floor Areas:	
Ground Floor Area	92.10m2
Garage Floor Area	31.30m2
Porch Area	2.20m2
Alfresco Area	14.20m2
First Floor Area	109.60m2
Void Area	16.75m2
Unit 2 Total Gross Floor Area	**265.15m2**
Unit 2 Floor Space Ratio:	
(measured from internal face of external walls)	
Ground Floor Area	92.10m2
Garage Floor Area	31.30m2
First Floor Area	109.30m2
Less Garage Allowance	-16.50m2
Unit 2 Net Floor Space Allowed:	**239.85m2**
Unit 2 Net Floor Space Proposed:	**216.20m2**



1 Torrens Title Subdivision Plan

1 : 200

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SHEET:	**TORRENS TITLE SUBDIVISION PLAN**			**ISSUE:**
PROPOSAL:	PROPOSED DUAL OCCUPANCY AND TORRENS TITLE SUBDIVISION	**DATE:**	25/02/2026	CDC-005
CLIENT:	PLATINUM HOMES	**SCALE @ A3:**	1 : 200	
ADDRESS:	55 ST JOHNS AVENUE MANGERTON 2500 - LOT217/-/DP19548	**PROJECT NO:**	10STAR - 578	**SHEET:**
LGA:	COMPLYING DEVELOPMENT - WOLLONGONG CITY COUNCIL	**DRAWN BY:**	10 Star PTY LTD	14

Certificate No. #HR-MNVT92-02
Scan QR code or follow website link for rating details.
Assessor name: Kari Finnerty
Accreditation No.: HERA 10041
Property Address: 55 St Johns Avenue, Mangerton, NSW, 2500
http://www.hero-software.com.au/cgi/HR-MNVT92-02

SOIL EROSION/SEDIMENT CONTROL

-SEDIMENT FABRIC SUCH AS TERRAAM 100, POLFELT TS 500, BIDIM U24, GEOFAB, ENVIROFENCE OR EQUIVALENT TO BE PROVIDED ON ALL BOUNDARIES AS REQUIRED.

-FABRIC IS ATTACHED TO A STRAND WIRE (ORDINARY FENCE WIRE) OR WIRE MESH (14 GAUGE AND 150MM X 150MM OPENING).

-THE LOWER END OF THE FABRIC AND MESH TO BE EMBEDDED 200MM INTO THE GROUND.

-FILTER CLOTH TO BE FASTENED SECURELY TO WIRE FENCE WITH TIES SPACED EVERY 600MM.

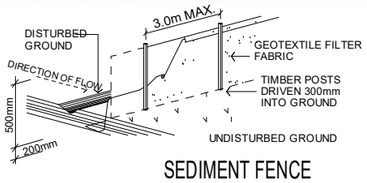
-GENERALLY FOLLOW THE CONTOUR OF THE LAND.

-WHEN 2 SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY 150MM AND FOLDED OVER.

- POSTS HOLDING THE MESH ARE EITHER STEEL Y OR U TYPE OR 45-50MM HARDWOOD 900-1200MM LONG POSTS. THESE ARE TO BE SPACED 2-3M APART.

-STOCK PILES ARE TO BE SET UP WITH SEDIMENT CONTROL DEVICES ON THE LOWER SLOPE.

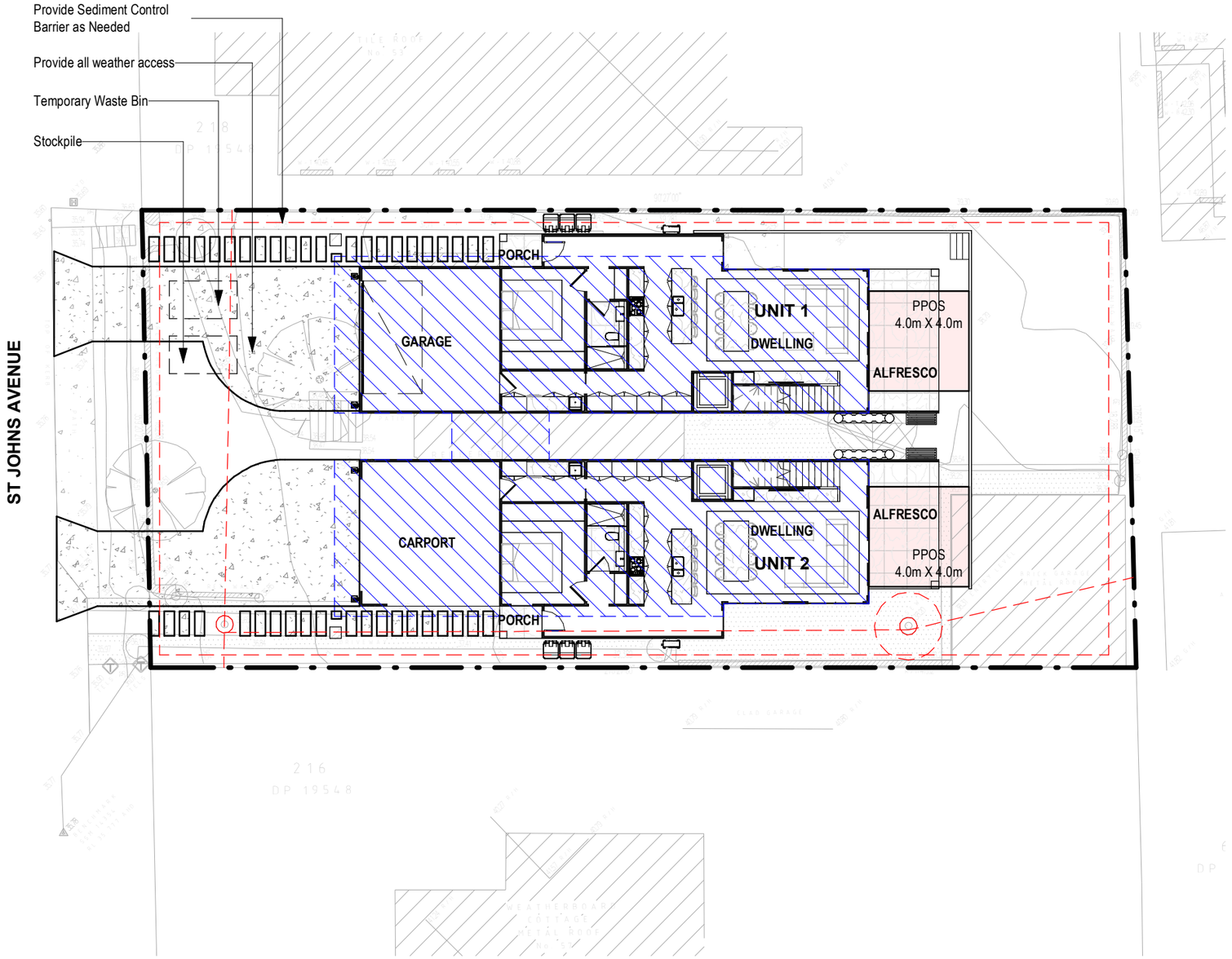
-TEMPORARY BARRIERS CONSTRUCTED FROM TIMBER, SYNTHETIC FABRICS, JUTE, STRAW BALES, BRUSH OR SIMILAR MATERIALS CAN BE USED TO CONTROL AIR CURRENTS AND BLOWING SOIL. THEY SHOULD BE PLACED AT RIGHT ANGLES TO THE PREVAILING WIND AND SPACED AT INTERVALS EQUIVALENT TO ABOUT 15 TIMES THEIR HEIGHT.



SEDIMENT FENCE
N.T.S

SEDIMENT CONTROL NOTES

1. ALL EROSION AND SEDIMENTATION CONTROL MEASURES, INCLUDING REVEGETATION AND STORAGE OF SOIL AND TOPSOIL, SHALL BE IMPLEMENTED TO THE STANDARDS OF THE SOIL CONSERVATION OF NSW.
2. ALL DRAINAGE WORKS SHALL BE CONSTRUCTED AND STABILISED AS EARLY AS POSSIBLE DURING DEVELOPMENT.
3. SEDIMENT TRAPS SHALL BE CONSTRUCTED AROUND ALL INLET PITS, CONSISTING OF 300mm WIDE X 300mm DEEP TRENCH.
4. ALL SEDIMENT BASINS AND TRAPS SHALL BE CLEANED WHEN THE STRUCTURES ARE A 60% FULL OF SOIL MATERIALS, INCLUDING THE MAINTENANCE PERIOD.
5. ALL DISTURBED AREAS SHALL BE REVEGETATED AS SOON AS THE RELEVANT WORKS ARE COMPLETED.
6. SOIL AND TOPSOIL STOCKPILES SHALL BE LOCATED AWAY FROM DRAINAGE LINES AND AREA WHERE WATER MAY CONCENTRATE.
7. FILTER SHALL BE CONSTRUCTED BY STRETCHING A FILTER FABRIC (PROPEX OR APPROVED EQUIVALENT BETWEEN POST AT 3.0m CENTRES. FABRIC SHALL BE BURIED 150mm ALONG ITS LOWER EDGE.



1 Site Waste Minimisation & Management Plan

1 : 200

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SHEET:	**WASTE MANAGEMENT PLAN**			**ISSUE:**
PROPOSAL:	PROPOSED DUAL OCCUPANCY AND TORRENS TITLE SUBDIVISION	**DATE:**	25/02/2026	CDC-005
CLIENT:	PLATINUM HOMES	**SCALE @ A3:**	1 : 200	
ADDRESS:	55 ST JOHNS AVENUE MANGERTON 2500 - LOT217/-/DP19548	**PROJECT NO:**	10STAR - 578	**SHEET:**
LGA:	COMPLYING DEVELOPMENT - WOLLONGONG CITY COUNCIL	**DRAWN BY:**	10 Star PTY LTD	15

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Assessor name Karl Finnerty
Accreditation No. HERA 10041
Property Address 55 St Johns Avenue, Mangerton, NSW, 2500
http://www.hero-software.com.au/cgi-HR-MNVT92-02

Door Schedule

Mark	Description	Width	Height
U1 D001	Panel Lift Garage Door	4500	2400
U1 D002	Timber Hinged Door	820	2340
U1 D003	Glass Hinged Door	820	2400
U1 D004	Permanent Opening	820	2400
U1 D005	Timber Hinged Door	820	2340
U1 D006	Timber Hinged Door	820	2340
U1 D007	Aluminum Glazed Sliding Door	3580	2400
U1 D008	Timber Cavity Slider Door	820	2400
U1 D009	Timber Hinged Door	820	2340
U1 D010	Timber Hinged Door	720	2340
U1 D011	Timber Hinged Door	820	2340
U1 D012	Timber Hinged Door	820	2340
U1 D013	Timber Hinged Door	820	2340
U1 D014	Timber Hinged Door	720	2340
U1 D015	Timber Hinged Door	720	2340

Window Schedule

Mark	Description	Width	Height	Head Height
U1 W001	Aluminum Awning Window	850	2400	2400
U1 W002	Aluminum Fixed Window	850	2400	2400
U1 W003	Aluminum Fixed Window	2200	2400	2400
U1 W004	Aluminum Fixed Window	2200	2400	2400
U1 W005	Aluminum Fixed Window	850	2400	2400
U1 W006	Aluminum Awning Window	850	1800	2400
U1 W007	Aluminum Awning Window	850	1800	2400
U1 W008	Aluminum Awning Window	850	1800	2400
U1 W009	Aluminum Awning Window	850	1800	2400
U1 W010	Aluminum Sliding Window	2410	860	2400
U1 W011	Aluminum Sliding Window	2170	860	2400
U1 W012	Aluminum Sliding Window	2170	860	2400
U1 W013	Aluminum Sliding Window	2170	860	2400
U1 W014	Aluminum Sliding Window	2410	860	2400
U1 W015	Aluminum Fixed Window	3580	1800	2400
U1 W016	Aluminum Fixed Skylight	1275	970	
U1 W017	Aluminum Fixed Skylight	1275	970	

Door Schedule

Mark	Description	Width	Height
U2 D001	Permanent Opening	4500	2400
U2 D002	Timber Hinged Door	820	2340
U2 D003	Glass Hinged Door	820	2400
U2 D004	Permanent Opening	820	2400
U2 D005	Timber Hinged Door	820	2340
U2 D006	Timber Hinged Door	820	2340
U2 D007	Aluminum Glazed Sliding Door	3580	2400
U2 D008	Timber Cavity Slider Door	820	2400
U2 D009	Timber Hinged Door	820	2340
U2 D010	Timber Hinged Door	720	2340
U2 D011	Timber Hinged Door	820	2340
U2 D012	Timber Hinged Door	820	2340
U2 D013	Timber Hinged Door	820	2340
U2 D014	Timber Hinged Door	720	2340
U2 D015	Timber Hinged Door	720	2340

Window Schedule

Mark	Description	Width	Height	Head Height
U2 W001	Aluminum Awning Window	850	2400	2400
U2 W002	Aluminum Fixed Window	850	2400	2400
U2 W003	Aluminum Fixed Window	2200	2400	2400
U2 W004	Aluminum Fixed Window	2200	2400	2400
U2 W005	Aluminum Fixed Window	850	2400	2400
U2 W006	Aluminum Awning Window	850	1800	2400
U2 W007	Aluminum Awning Window	850	1800	2400
U2 W008	Aluminum Awning Window	850	1800	2400
U2 W009	Aluminum Awning Window	850	1800	2400
U2 W010	Aluminum Sliding Window	2410	860	2400
U2 W011	Aluminum Sliding Window	2170	860	2400
U2 W012	Aluminum Sliding Window	2170	860	2400
U2 W013	Aluminum Sliding Window	2170	860	2400
U2 W014	Aluminum Sliding Window	2410	860	2400
U2 W015	Aluminum Fixed Window	3580	1800	2400
U2 W016	Aluminum Fixed Skylight	1275	970	
U2 W017	Aluminum Fixed Skylight	1275	970	

PARTIWALL® SYSTEMS

PWT60.1

FIRE RESISTANCE LEVEL
LB **60/60/60**
FROM BOTH SIDES

FRL Basis: FCO-2256

SYSTEM DESCRIPTION

Side 1:
- Non fire resistant lining (refer to table)
- Timber framing
- 20mm min gap between timber frame and fire barrier
- Insulation (refer to table)

Fire Barrier:
- 1x25mm SHAFTLINER between 25mm H-studs @ 600mm ctrs

Side 2:
- Non fire resistant lining (refer to table)
- Timber framing
- 20mm min gap between timber frame and fire barrier
- Insulation (refer to table).

Acoustic Ratings BASIS: RT&A TE405-05F19

System	Lining Side 1	Lining Side 2	Nom Width mm	STUD Size (Gap) mm	70 (20)		70 (40) or 90 (20)	
				Insulation*	R_W	R_W+C_{tr}	R_W	R_W+C_{tr}
PWT60.1A	1x10mm SOUNDSTOP	1x10mm SOUNDSTOP	265	R2.0 GW Wall Batts (both cavities)	NA	NA	63	50
PWT60.1B	1x13mm SOUNDSTOP	1x13mm SOUNDSTOP	231	R2.0 GW Wall Batts (both cavities)	62	52	NA	NA
			271	R2.0 GW Wall Batts (both cavities)	NA	NA	64	55
				110mm USG Boral PARTIWALL Acoustic Batt (one cavity only)	NA	NA	59	51
PWT60.1C	1x13mm WETSTOP	1x13mm WETSTOP	271	110mm USG Boral PARTIWALL Acoustic Batt (both cavities)	NA	NA	63	51
PWT60.1D	1x10mm SOUNDSTOP	1x10mm WETSTOP	265	110mm USG Boral PARTIWALL Acoustic Batt (both cavities)	NA	NA	63	51
PWT60.1E	1x13mm SOUNDSTOP	1x10mm WETSTOP	228	90G24 (both cavities)	60	50	NA	NA
			268	R2.0 GW Wall Batts (both cavities)	NA	NA	62	53
PWT60.1F	1x10mm FIBEROCK	1x10mm FIBEROCK	265	R2.0 GW Wall Batts (both cavities)	NA	NA	63	50
PWT60.1G	1x10mm SOUNDSTOP	1x10mm FIBEROCK	265	R2.0 GW Wall Batts (both cavities)	NA	NA	63	50
PWT60.1H	1x13mm SOUNDSTOP	1x10mm FIBEROCK	228	R2.0 GW Wall Batts (both cavities)	60	50	NA	NA
			268	R2.0 GW Wall Batts (both cavities)	NA	NA	64	55
				110mm USG Boral PARTIWALL Acoustic Batt (one cavity only)	NA	NA	58	50
PWT60.1L	2x10mm STANDARD	2x10mm STANDARD	245	R2.0 GW Wall Batts (both cavities)	63	51	NA	NA
			285	110mm USG Boral PARTIWALL Acoustic Batt (one cavity only)	**NA**	**NA**	**61**	**51**
PWT60.1M	2x10mm WETSTOP	2x10mm WETSTOP	245	R2.0 GW Wall Batts (both cavities)	66	54	NA	NA
			285	110mm USG Boral PARTIWALL Acoustic Batts (one cavity only)	**NA**	**NA**	**63**	**53**
PWT60.1W	2x10mm SHEETROCK WALL BOARD	2x10mm SHEETROCK WALL BOARD	245	R2.0 GW Wall Batts (both cavities)	61	50	NA	NA
			285	R2.0 GW Wall Batts (both cavities)	NA	NA	63	53

* **R2.0 GW** Wall Batts - R2.0 glasswool wall batts
90G24 – 90mm thick 24kg/m³ glasswool.

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SHEET:	**SCHEDULES**			**ISSUE:**
PROPOSAL:	PROPOSED DUAL OCCUPANCY AND TORRENS TITLE SUBDIVISION	**DATE:**	25/02/2026	CDC-005
CLIENT:	PLATINUM HOMES	**SCALE @ A3:**		
ADDRESS:	55 ST JOHNS AVENUE MANGERTON 2500 - LOT217/-/DP19548	**PROJECT NO:**	10STAR - 578	**SHEET:**
LGA:	COMPLYING DEVELOPMENT - WOLLONGONG CITY COUNCIL	**DRAWN BY:**	10 Star PTY LTD	16

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Accreditation No.: HERA 10041
Property Address: 55 St Johns Avenue, Mangerton, NSW, 2500
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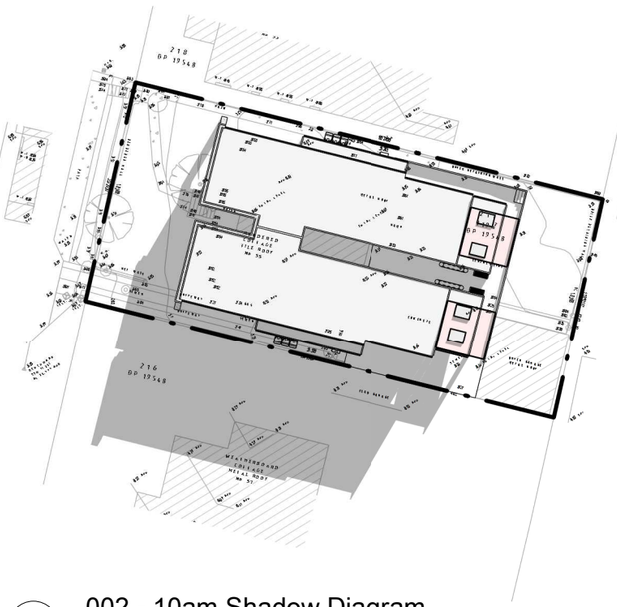
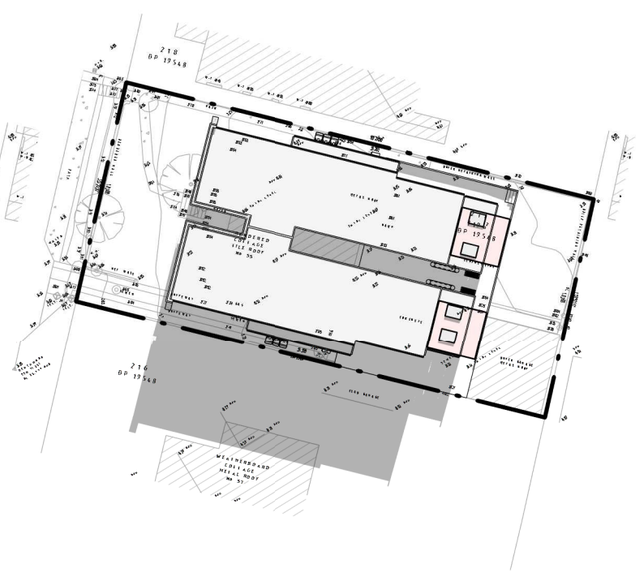
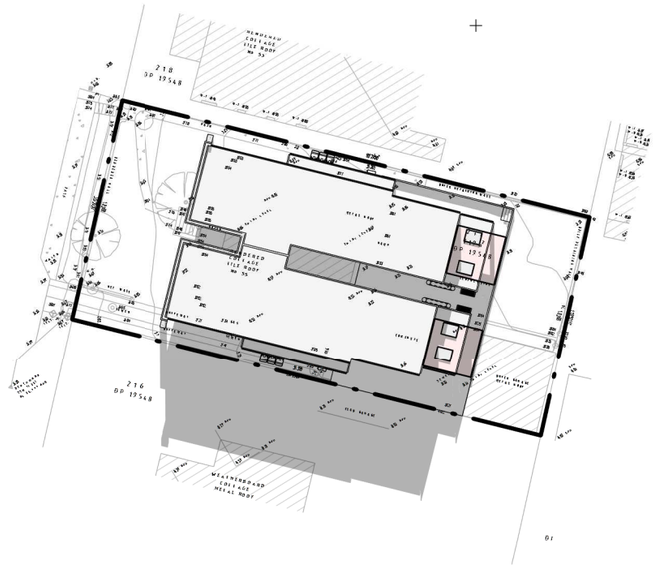
1 001 - 9am Shadow Diagram
1 : 500



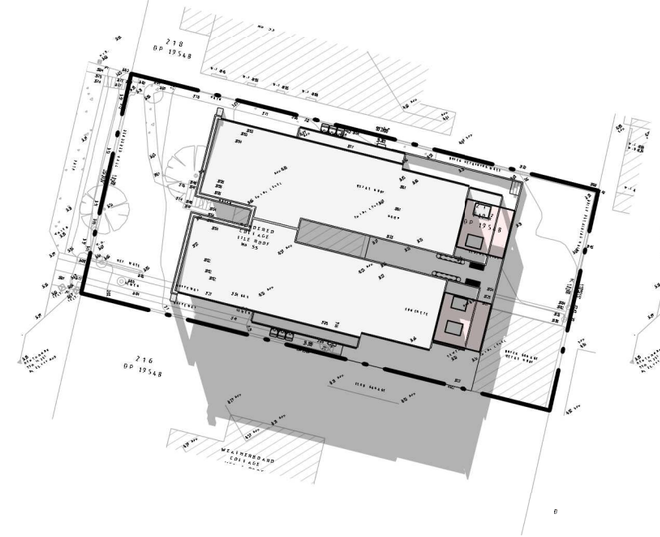
2 002 - 10am Shadow Diagram
1 : 500



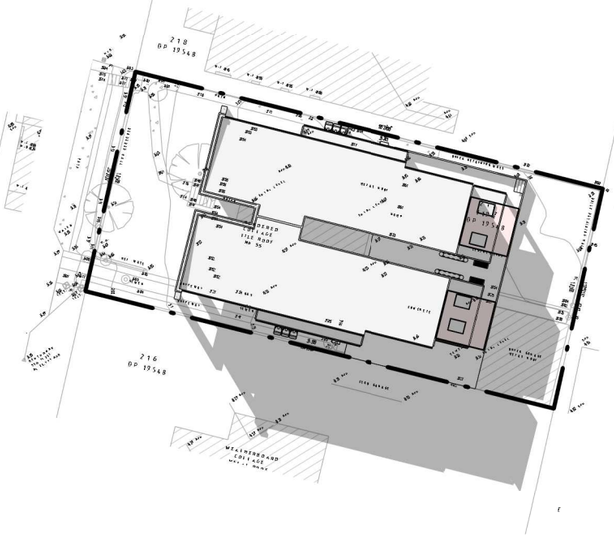
3 003 - 11am Shadow Diagram
1 : 500



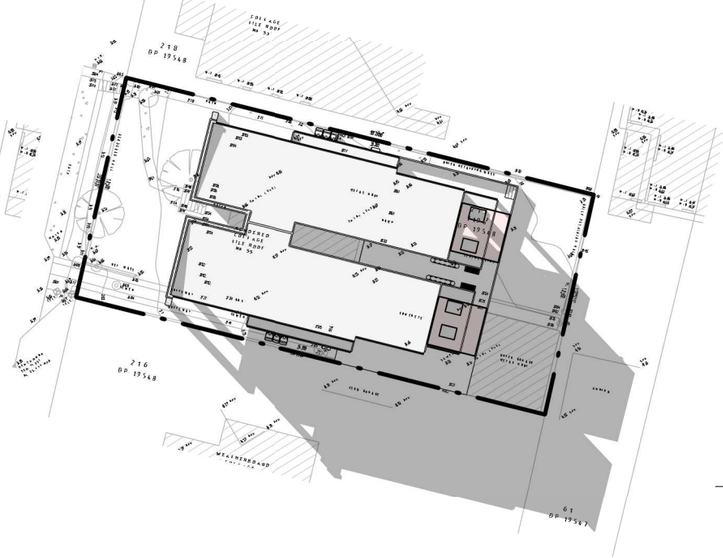
4 004 - 12pm Shadow Diagram
1 : 500



5 005 - 1pm Shadow Diagram
1 : 500



6 006 - 2pm Shadow Diagram
1 : 500



7 007 - 3pm Shadow Diagram
1 : 500

NORTH

NOTE:

At least 50% of the private open areas of adjoining resitendial properties have recieved at least 3 hours of sunlight on the 21st June during the following hours of 9am-3pm

Areas achieving at least 50% of sunlight to private open areas:

9am: Yes Unit 1 and Unit 2

10am: Yes Unit 1 and Unit 2

11am: Yes Unit 1 and Unit 2

12pm: Yes Unit 1 and Unit 2

1pm: No

2pm: No

3pm: No

Therefore both Units recieve a minimum of 3 hours of direct sunlight to their private open space area and living area.

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SHEET:	**SHADOW DIAGRAMS**			**ISSUE:**
PROPOSAL:	PROPOSED DUAL OCCUPANCY AND TORRENS TITLE SUBDIVISION	**DATE:**	25/02/2026	CDC-005
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ADDRESS:	55 ST JOHNS AVENUE MANGERTON 2500 - LOT217/-/DP19548	**PROJECT NO:**	10STAR - 578	**SHEET:**
LGA:	COMPLYING DEVELOPMENT - WOLLONGONG CITY COUNCIL	**DRAWN BY:**	10 Star PTY LTD	17

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SHEET:	**BASIX**			**ISSUE:**
PROPOSAL:	PROPOSED DUAL OCCUPANCY AND TORRENS TITLE SUBDIVISION	**DATE:**	25/02/2026	CDC-005
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ADDRESS:	55 ST JOHNS AVENUE MANGERTON 2500 - LOT217/-/DP19548	**PROJECT NO:**	10STAR - 578	**SHEET:**
LGA:	COMPLYING DEVELOPMENT - WOLLONGONG CITY COUNCIL	**DRAWN BY:**	10 Star PTY LTD	18

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SHEET:	**NATHERS**			**ISSUE:**
PROPOSAL:	PROPOSED DUAL OCCUPANCY AND TORRENS TITLE SUBDIVISION	**DATE:**	25/02/2026	CDC-005
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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 217/19548

SEARCH DATE	TIME	EDITION NO	DATE
14/9/2026	5:03 PM	4	30/6/2026

LAND

LOT 217 IN DEPOSITED PLAN 19548
LOCAL GOVERNMENT AREA WOLLONGONG
PARISH OF WOLLONGONG COUNTY OF CAMDEN
TITLE DIAGRAM DP19548

FIRST SCHEDULE

AA BUILDING GROUP PTY LTD (T AV635149)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 AV635150 MORTGAGE TO O P M STRUCTURED HOLDINGS PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: PP DP1330452.

*** END OF SEARCH ***

26415... PRINTED ON 14/9/2026

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

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Req:R812941 /Doc:DP 0019548 P /Rev:19-Feb-2019 /NSW LRS /Prt:14-Sep-2026 17:07 /Seq:1 of 2
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Shire of Central Illawarra.

C13904 7.5.41

M M.

PLAN

of re-subdivision of Lot 218. D.P. 18974. and land adjoining being part of the land comprised in Certificate of Title Vol. 4956 Fol. 31.

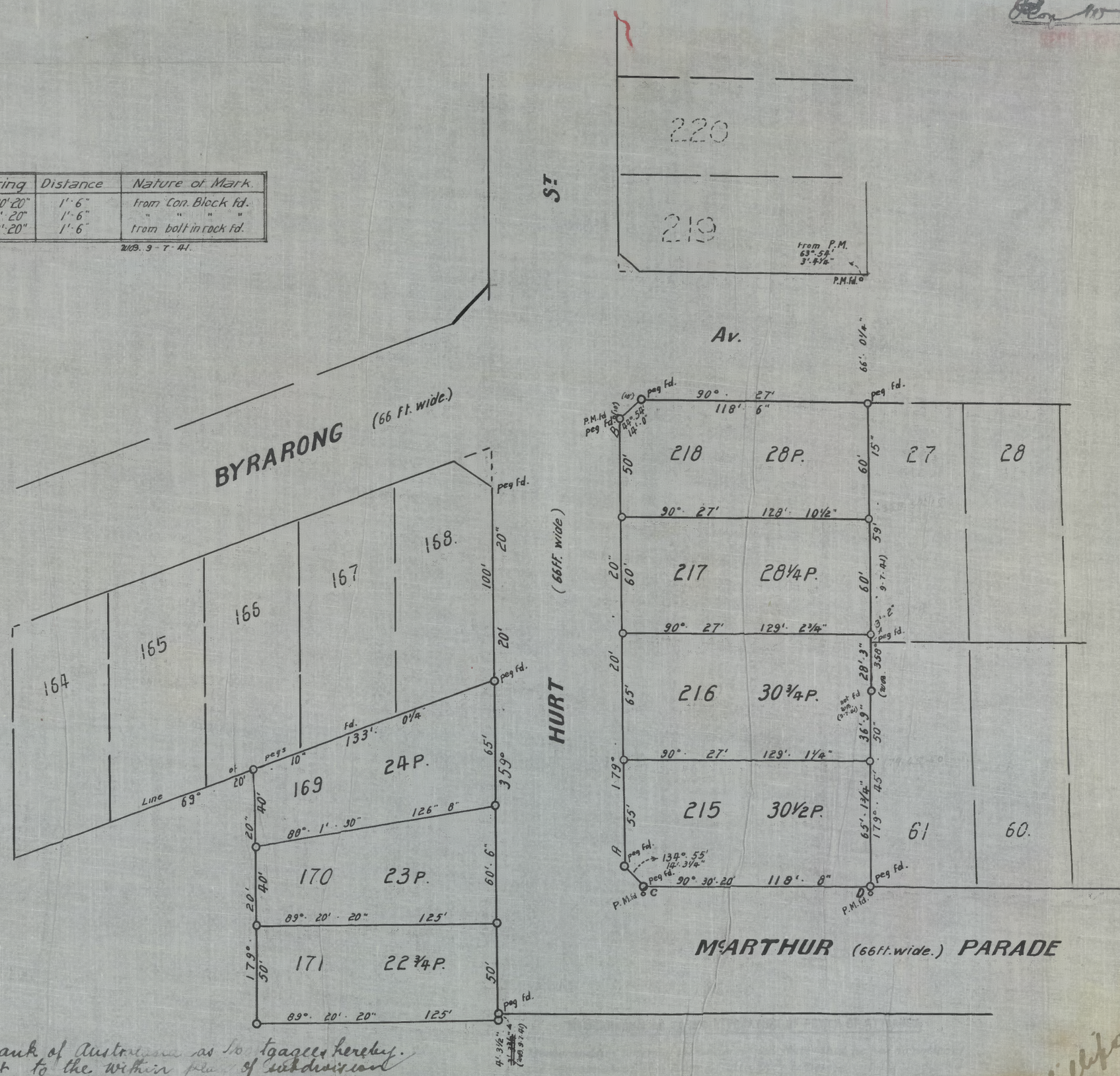
Parish of Wollongong County of Camden

Scale 50 ft. to an Inch.

This is the plan numbered & recorded as
DEPOSITED PLAN No. 19548
on the 7th day of November 1941

Corner	Bearing	Distance	Nature of Mark.
B.	89°·20'·20"	1'·6"	from Con. Block fd.
C.	0°·30'·20"	1'·6"	" " "
D.	0°·51'·20"	1'·6"	from bolt in rock fd.

2109. 9-7-41.



The Bank of Australasia as Mortgagees hereby consent to the within plan of subdivision
Dated at Sydney this twenty-sixth day of April 1941

Approved by the Council of the Shire of Central Illawarra, and covered by the Shire Clerks Certificate No. 16/41, of 7-4-41.

Shire Clerk.

Subscribed and declared before me at Wollongong this 2nd. day of April A. D. 1941.

W W Beveridge J.P.

Datum Line of Azimuth A.B.

I, William Beveridge of Crown St. Wollongong, a Surveyor registered under the Surveyor's Act 1929, do hereby solemnly and sincerely declare (a.) that all boundaries and measurements shown on this plan are correct. (b.) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented. (c.) that all physical objects indicated actually exist in the positions shown. (d.) that the whole of the material facts in relation to the land are correctly represented. (e.) that the survey represented in this plan has been made in accordance with the Survey Practice Regulations 1933, by me, and was completed on the 2nd day of April 1941.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act 1900.

William Beveridge

Surveyor registered under the Surveyor's Act 1929.

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CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 19548

FEET	INCHES	METRES
1	6	0.455
3	4 1/4	1.02
4	3 1/2	1.31
5	1 3/4	1.57
8	3	2.515
10	-	3.05
14	-	4.265
14	3 1/4	4.35
28	3	8.61
36	9	11.2
40	-	12.19
50	-	15.24
55	-	16.765
60	-	18.29
60	6	18.44
65	-	19.81
65	1 3/4	19.855
66	-	20.115
66	0 1/4	20.125
100	-	30.48
118	6	36.12
118	8	36.17
125	-	38.1
126	8	38.61
128	10 1/2	39.28
129	1 1/4	39.35
129	2 3/4	39.39
133	0 1/4	40.545

AC	RD	P	SQ M
-	-	22 3/4	575.4
-	-	23	581.7
-	-	24	607
-	-	28	708.2
-	-	28 1/4	714.5
-	-	30 1/2	771.4
-	-	30 3/4	777.8

WOLLONGONG CITY COUNCIL
Address 41 Burelli Street Wollongong • Post Locked Bag 8821 Wollongong DC NSW 2500
Phone (02) 4227 7111 • Email council@wollongong.nsw.gov.au
Web www.wollongong.nsw.gov.au • ABN 63 139 525 939 - GST Registered

REFERENCE	CERT-2026/5548
Issued	15-Sep-2026
Certificate Type	Section 10.7(2)
Your Reference	26415
Council Property Reference	338029

InfoTrack Pty Ltd
GPO BOX 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE

Issued Under Section 10.7 of the Environmental Planning and Assessment Act 1979

PROPERTY DETAILS		
	Legal Description	Lot 217 DP 19548
	Location	55 St Johns Avenue MANGERTON NSW 2500

This certificate provides information on how a property (such as land and buildings) may be used and the limits on its development. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government.

SECTION 10.7 (2) DETAILS

As at the date of this certificate, the following prescribed matters under section 10.7(2) of the Act relate to the abovementioned land:

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

Wollongong Local Environment Plan 2009

Wollongong Development Control Plan 2009

State Environmental Planning Policies

State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Precincts - Regional) 2021
State Environmental Planning Policy (Exempt and Complying) 2008
State Environmental Planning Policy (Sustainable Buildings) 2023

(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.

Council on 26 May 2025 resolved that a Planning Proposal (PP-2025/3) be prepared for various Council and Privately owned properties, for rezonings and reclassifications, and a combination of both. The Planning Proposal will be on public exhibition from 17 February to 31 March 2026.

Draft Development Control Plan 2009 Review

The Wollongong Development Control Plan 2009 came into force on 3 March 2010. The following draft chapters are available for public exhibition:

B4 Development in Centres and Peripheral Sales Precincts - Resolved to Exhibit

D13 Development in Wollongong City Centre

D16 West Dapto

D22 Gwynneville Precinct

E7 Waste Minimisation and Management

(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if –

(1) It has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or

(2) 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 -

Wollongong Local Environment Plan 2009

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 (see below)

(b) the purposes for which development in the zone (see below) -

i. may be carried out without development consent

ii. may not be carried out except with development consent

iii. is prohibited

R2 Low Density Residential

1. Objectives of zone

- To provide for the housing needs of the community within a low density residential environment,
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2. Permitted without consent

Home occupations.

3. Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boat launching ramps; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home businesses, Home industries, Hospitals; Hostels; Information and education facilities; Jetties; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture, Places of public worship; Pond-based aquaculture, Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Signage; Tank-based aquaculture, Veterinary hospitals

4. Prohibited

Any development not specified in item 2 or 3

Note: For subdivision consent requirements see Clause 2.6 of Wollongong Local Environmental Plan 2009.

Demolition of a building or work requires consent see Clause 2.7 of Wollongong Local Environmental Plan 2009.

Development below the mean high water mark requires consent see Clause 5.7 of Wollongong Local Environmental Plan 2009.

Note: Wollongong Local Environmental Plan 2009 should be consulted to ascertain its full effect on the land.

(c) Whether additional permitted uses apply to the land -

Nil.

(d) Whether any 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 -

Refer to State Environmental Planning Policy applying to this land.

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

Nil.

(f) Whether the land is in a conservation area (however described)

Nil.

(g) Whether an item of environmental heritage (however described) is situated on the land

Nil.

3. CONTRIBUTION PLANS

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

Contributions Plan

Wollongong City-Wide Development Contributions Plan 2026
This plan levies contributions under Section 7.12 of the *Environmental Planning and Assessment Act 1979 (NSW).* The contribution is calculated based on the proposed cost of carrying out development and the applicable percentage rate. Where applicable, the requirement to pay contributions will be included in any development consent or complying development certificate issued. Further information is available from Council's website.

Draft Contributions Plan

Nil.

(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.

(a) Illawarra-Shoalhaven region

(b) *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023*

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

Nil.

(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.

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

Note: For land to which State Environmental Planning Policy (Transport and Infrastructure) 2021 – Chapter 5 Three Ports applies, Exempt and Complying Development is detailed under clauses 6.5 and 6.6 of this State Environmental Planning Policy.

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

Subject to the terms of each code, and the zoning of the land, complying development may be carried out for the following codes to the extent that the land has no affectation.

- Part 3 Housing Code
- Part 3A - Rural Housing Code (RU1, RU2, RU3, RU4, RU6, R5)
- Part 3B - Low Rise Housing Diversity Code (R1, R2, R3, RU5)
- Part 3BA - Pattern Book Development Code (R1, R2, R3)
- Part 4 - Housing Alterations Code
- Part 4A - General Development Code
- Part 5 - Industrial and Business Alterations Code
- Part 5A - Industrial and Business Buildings Code
- Part 5B - Container Recycling Facilities Code
- Part 6 - Subdivisions Code
- Part 7 - Demolition Code
- Part 8 - Fire Safety Code
- Part 9 – Agritourism and Farm Stay Accommodation Code

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.

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

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

(1) Subject to the terms of each code, and the zoning of the land, exempt development may be carried out for the following codes to the extent that the land has no affectation.

Part 2 - Exempt Development Code

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

Nil.

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.

Nil.

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

(b) an environmental planning instrument, or

(c) a resolution of the council

Council has no record that the land is affected by any Road Widening or Road Realignment under:

a. Part 3 of Division 2 of the *Roads Act 1993*, or

b. any environmental planning instrument, or

c. 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 is subject to flood related development controls.

Council's current flood maps do not show that the land or part of the land is located within a flood planning area. If any aspect of the land, or part of it, includes such matters as the presence of a watercourse or overland flow path, the services of a suitably qualified engineer should be obtained to determine if flood related controls apply. Further flood information relating to this land may be available by application under section 10.7(5) of the Environmental Planning & Assessment Act 1979.

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

Council's current flood maps do not show that the land or part of the land is between the flood planning area and probable maximum flood area. If any aspect of the land, or part of it, includes such matters as the presence of a watercourse or overland flow path the services of a suitably qualified engineer should be obtained to determine if flood related controls apply. Further flood information relating to this land may be available by application under section 10.7(5) of the Environmental Planning & Assessment Act 1979.

(3) In this clause -

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

Floodplain 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.

Further flood information relating to this parcel of land is available by application under section 10.7(5) of the Environmental Planning & Assessment Act 1979.

Please note that flood information may change following a review of Council's flood study and Floodplain Risk Management Study. As part of the review, design parameters for these studies may change, and therefore the flood levels, velocities and flood risks may vary from the current studies.

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 -

- Council has adopted Clause 7.10 of Wollongong Local Environmental Plan 2009 – Development in Areas subject to airport noise.
- Council has adopted "Wollongong Development Control Plan 2009 – Chapter E12 Geotechnical Assessment".
- Council has adopted Acid Sulfate Maps.
- Council has adopted "Wollongong Development Control Plan 2009 – Chapter E16 Bushfire Management". The Rural Fire Service has endorsed the Bush Fire Prone Land map.
- Unhealthy Building Land Policy, adopted by the Environmental Protection Authority.
- Council has adopted Wollongong City Council Coastal Zone Study (Cardno, Lawson, Treloar 2010).

- Council has adopted Chapter E20 of Wollongong Development Control Plan 2009 – Contaminated Land Management.

  Note: *Further information relating to potential contamination of this parcel of land is available under the section of this certificate titled CONTAMINATED LAND MANAGEMENT ACT 1997. Advice on other relevant matters affecting the land that Council is aware of (including contamination) may be available by application for a separate Planning Certificate issued under section 10.7(5) of the Environmental Planning & Assessment Act 1979.*

(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.

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

The land is **not** recorded in Council's records as bushfire prone land.

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

For register information contact www.fairtrading.nsw.gov.au

Nil.

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 is not 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.

Nil.

(2) The date of a subdivision order that applies to the land.

Not Applicable.

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

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 the land is affected by a Property Vegetation Plan issued under the Native Vegetation Act 2003.

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 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.*

Nil.

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

Nil.

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 of an order.

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.

Nil.

20. STATE ENVIRONMENTAL PLANNING POLICY (WESTERN SYDNEY AEROTROPOLIS) 2020

Whether under State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 the land is -

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Policy, clause 19, or

(b) shown on the Lighting Intensity and Wind Shear Map, or

(c) shown on the Obstacle Limitation Surface Map, or

(d) in the "public safety area" on the Public Safety Area Map, or

(e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.

Not Applicable.

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

If *State Environmental Planning Policy (housing) 2021*, chapter 3, Part 5 applied 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);

Nil.

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*

Nil.

23. WATER OR SEWERAGE SERVICES

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

Nil.

Note: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land.

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

24. SPECIAL ENTERTAINMENT PRECINCT

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B.

Nil.

25. INTERIM DEVELOPMENT IN FUTURE INFRASTRUCTURE CORRIDORS

If *State Environmental Planning Policy (Transport and Infrastructure) 2021*, Section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

Nil.

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 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,**
- **(b) that the land to which the certificate relates is subject to a management order within the meaning of the Act- if it is subject to such an order at the date when the 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,**
- **(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,**
- **(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of the Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate**

Council has **not** been advised that:

a. The land is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997

b. The land is subject to a management order within the meaning of the Contaminated Land Management Act 1997

c. The land is subject to an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997

d. The land is subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997

e. The land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997.

OTHER INFORMATION

Illawarra Shoalhaven Regional Plan

The Department of Planning and Environment released the Illawarra Shoalhaven Regional Plan 2041.

Bushfire

In accordance with State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 Clause 1.19A any complying development (except under the Housing Alternation Code) may only be carried out on the lot if the development will not be carried out on any part of the lot that in the bush fire attack level-40 (BAL- 40) or the flame zone (BAL-FZ). In addition, for development specified for the Rural Housing Code any associated access way to the development must be on land that is not in the BAL- 40 or BAL-FZ or grassland.

GENERAL INFORMATION

The following general information is brought to the attention of land owners.

1. Tree Management Policy

Wollongong DCP Chapter E17 - Tree and Vegetation Management along with Council's Tree Management Policy outline Council's requirements for the preservation and management of trees and other vegetation within the Wollongong Local Government Area. A person must not undertake clearing, pruning or removal of a declared tree or vegetation without development consent through a Development Application, or a Permit granted by Council.

A declared tree is defined as -

a) Five (5) metres or more in height; or

b) Have a diameter of 30 cm (300mm) or more measured at ground level.

Please note that:

- A permit is also required for any dead or dying trees.
- Pruning of major structural roots or anchor roots are also subject to a Permit.

Some trees may be exempt and do not require a permit to prune and/or remove them.

Information on permit and development application requirements, including other exemptions please refer to the Wollongong Development Control Plan Chapter E17 – Tree and Vegetation Management.

Further information regarding a tree permit application process and trees and development can be obtained from Council's website: http://www.wollongong.nsw.gov.au/trees or by contacting Council's Customer Service on 4227 7111.

2. Termite Management for Buildings

Australian Standards 3660.1-2000 (New Buildings) AS 3660.2-2000 (Existing Buildings) Termite Management, recommends that buildings be inspected and be maintained in order to achieve termite management of buildings. Licensed Pest Control Contractors should be contacted to achieve necessary termite control.

3. Lead Paint and Building Renovations

Your attention is drawn to the hazards associated with lead-based paints during building renovation. Suitable precautions should be taken when removing flaking paint or sanding painted surfaces suspected to have been treated with lead-based paint to prevent contamination of the immediate environment and associated health risk from lead dust.

AS 4361 – Part 2 – Guide to Lead Paint Management – Residential and Commercial.

4. Sewage Management Systems

Where a property has on-site sewage management system (this includes septic tanks, disposal trenches, aerated waste water treatment systems, composting toilets and pump out systems) the new owner must obtain an “Approval to Operate” from Council within 3 months of land ownership being transferred or otherwise conveyed.

5. Asbestos

Exposure to asbestos is a serious health hazard. In Australia, asbestos was gradually phased out of building materials in the 1980s and the supply and installation of asbestos containing goods has been prohibited since 31 December 2003. However, asbestos legacy materials still exist in many homes, buildings and other assets and infrastructure.

Council on the 6 February 2023 adopted the Asbestos Management Policy, which states Council’s commitment to and responsibilities for safely managing asbestos and provides information for Council and the local community on safely managing asbestos. The policy can be viewed on Council’s website: www.wollongong.nsw.gov.au.

6. Building Product Use Ban

On 10 August 2018, the Commissioner of Fair Trading, Department of Finance, Services and Innovation issued, by way of a notice, a Building Product Use Ban under Section 9(1) of the Building Products (Safety) Act 2017. This notice prohibited the use of Aluminium Composite Panels (ACPs) with a core of greater 30 percent Polyethylene (PE) by mass (“the building product”) in any external cladding, external wall, external insulation, faced or rendered finish in certain classes of buildings under the National Construction Code and subject to certain exceptions. The ban commenced operation on Wednesday 15 August 2018.

You should undertake your own inquiries as to whether any of the Panels referenced in the Building Product Use Ban have been utilised in the building.

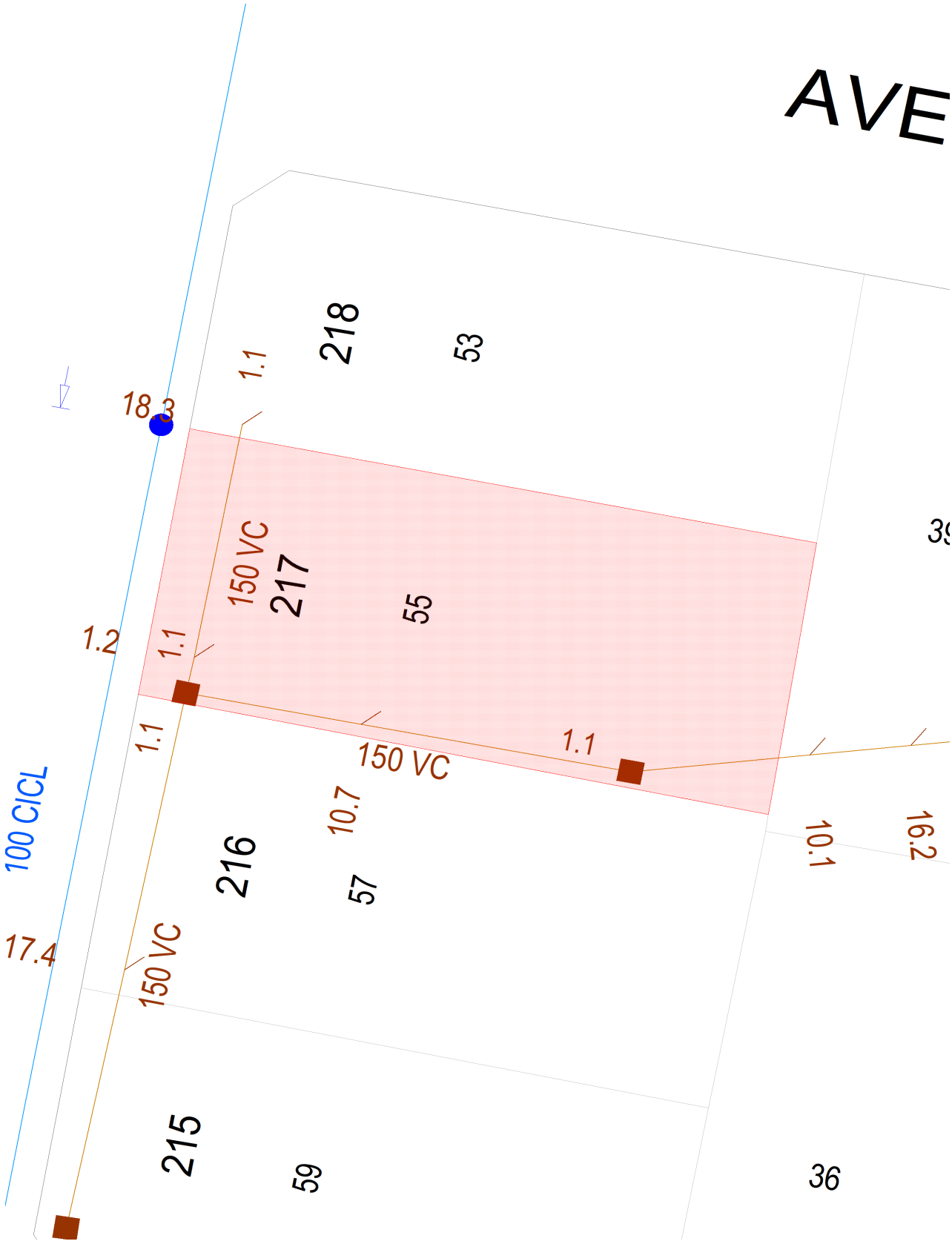
This document is authorised by:

LIS Information Officer - Section 10.7 Planning Certificates
Wollongong City Council
Telephone (02) 42277111

Sydney WATER

Service Location Print

Application Number: 8005543856



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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

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

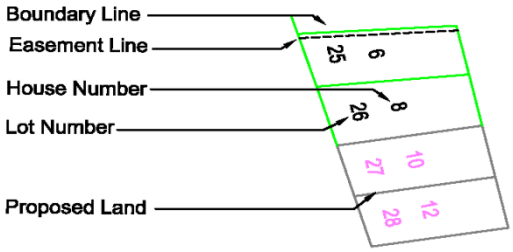
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
Valve
Scour
Reducer / Taper
Vertical Bends
Reservoir
Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

Potable Water Main
Recycled Water Main
Sewer Main
Symbols for Private Mains shown grey

Disclaimer
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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
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Sewer Service Diagram

Application Number: 8005543847

H.S.73.

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM

Municipality of G.W.C.C. No. 23526

McArthur Heights Franchini

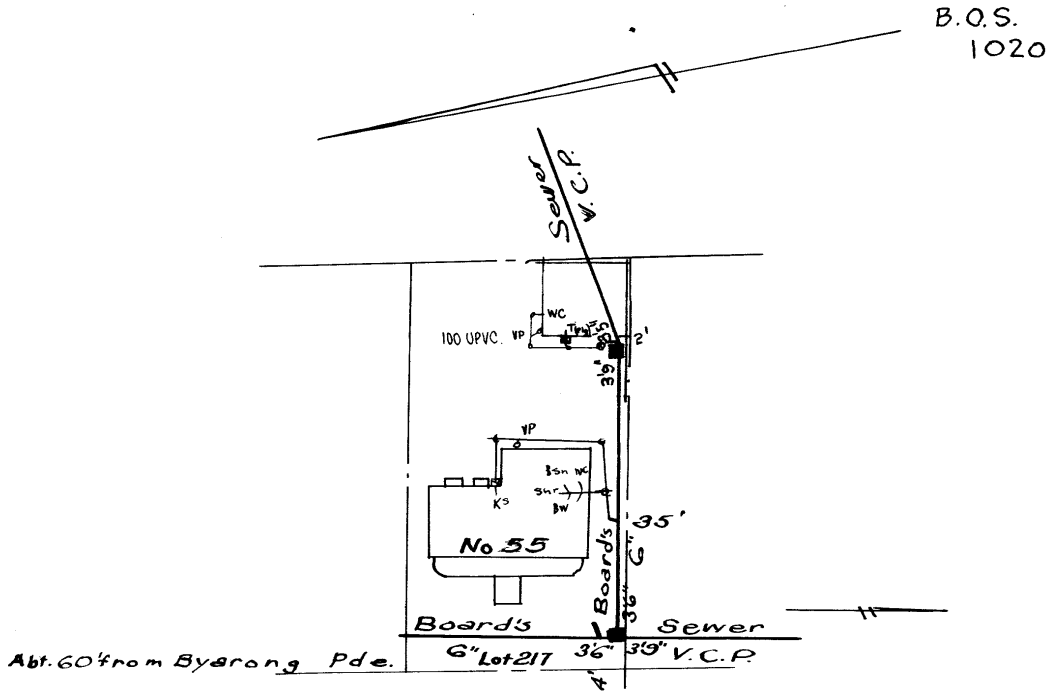
SYMBOLS AND ABBREVIATIONS

☐	Boundary Trap	⊠ R.V.	Reflux Valve	I.P.	Induct Pipe	Bsn.	Basin
■	Pit	⊸	Cleaning Eye	M.F.	Mica Flap	Shr.	Shower
▥ G.I.	Grease Interceptor	○ VERT.	Vertical Pipe	T.	Tubs	W.I.P.	Wrought Iron Pipe
⊠	Gully	○ V.P.	Vent. Pipe	K.S.	Kitchen Sink	C.I.P.	Cast Iron Pipe
⊠ P.T.	P. Trap	○ S.V.P.	Soil Vent. Pipe	W.C.	Water Closet	F.W.	Floor Waste
⊠ R.S.	Reflux Sink	D.C.C.	Down Cast Cowl	B.W.	Bath Waste	W.M.	Washing Machine

SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.



ST JOHNS AV.

RATE No. 103.38627.X W.C.s U.C.s 19

SHEET No. 6764 OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

	DRAINAGE			PLUMBING	
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth		/ /	Date / /		/ /
Shr	Inspector		Outfall W'Gong Ht. LL	Inspector	
Bsn.	Examined by	/ /	Drainer	017 631	
K.S.			Plumber		
T.	Chief Inspector				
Pig.			Boundary Trap		
Dge. Int.	Tracing Checked	/ /	●/is not required		
Dge. Ext.					

Ss 2

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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**.

Certificate in respect of insurance for residential building work

Policy No: HBCF26023412 **Policy Date:** 10/04/2026

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	H01 - New Dwelling Construction
Description of construction as advised by builder^	2 x Double Storey Townhouses 5 beds 3 Baths 2 Garages
At	
	55 St Johns Avenue
	Mangerton New South Wales 2500
Site plan number^	NA
Site plan type^	NA
Homeowner	AA Building Group Pty Ltd
Carried out by	Platinum Build Pty Ltd
Licence number	344464C
Builder job number^	101
Contract amount^	$577,500.00
Contract date^	15/12/2025
Premium paid	$5,669.38
Cost of additional products or services under contract	Nil - no additional services.
Price (including GST and Stamp Duty) Note: The total price does not include any brokerage or other costs to arrange the insurance contract.	$6,797.59

^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

There are absolute limits on what you can be paid under this insurance, both in respect of non-completion of the works and as a total policy limit. Please review the policy wording closely for those limits. In summary, the total limit of the policy in any case (including the non-completion of building work, defective building work and any other costs covered by the policy) is $340,000 per dwelling, with a sub-limit in respect of the non-completion of the building work of 20% of the contract price (as varied). This policy will never pay more than 20% of the contract price (as varied) in respect of the noncompletion of building work, and never more than $340,000 per dwelling for all loss, damage, costs and liabilities covered.

Certificate No: HBCF26023412 **Issued on:** 10/04/2026

Stephen Campbell

Stephen Campbell, Head of Underwriting HBCF
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.

Scan this QR code to check the validity of your HBCF policy on the Home Building Compensation (HBC) Check database.

© icare™ | Insurance and Care NSW 2026

Certificate in respect of insurance for residential building work

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Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period.
In respect of	H01 - New Dwelling Construction
Description of construction as advised by builder^	2 x Double Storey Townhouses 5 beds 3 Baths 2 Garages
At	
	55A St Johns Avenue
	Mangerton New South Wales 2500
Site plan number^	NA
Site plan type^	NA
Homeowner	AA Building Group Pty Ltd
Carried out by	Platinum Build Pty Ltd
Licence number	344464C
Builder job number^	101
Contract amount^	$577,500.00
Contract date^	15/12/2025
Premium paid	$5,669.38
Cost of additional products or services under contract	Nil - no additional services.
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