

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Molenaar x McNeice Shop 3, 273 Princes Highway, Bulli NSW 2516 Email: davidhyslop@mmproperty.com.au	Phone: 4228 9758 Ref: David Hyslop
co-agent		
vendor	Peter Andrew Kreilis 1 Acacia Street, Windang NSW 2528	
vendor's solicitor	CVC Conveyancing 1/148 Princes Highway, Corrimal Email: sian.davis@cvconveyancing.com.au	Phone: 4284 1789 Ref: SD:S031615
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	1 Acacia Street, Windang NSW 2528 Folio Identifier 14/C/19008	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
attached copies	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input checked="" type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: Plantation shutters, fridge/freezer, water tank, BBQ
exclusions	Shelving & Workbench in garage
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."

VENDOR		PURCHASER	
Signed by _____ Vendor _____ Vendor		Signed by _____ Purchaser _____ Purchaser	
VENDOR (COMPANY)		PURCHASER (COMPANY)	
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		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	

Choices

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

☐ NO ☐ yes

Nominated Electronic Lodgement 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 an *GSTRW payment* (GST residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

NEW SOUTH WALES

SPECIAL CONDITIONS

33. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

34. Death or incapacity

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

35. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
- (f) The purchaser acknowledges that in entering into this agreement they are relying on their own inspections, enquiries and knowledge of the property and that they are not relying in any manner whatsoever on any warranty or representation made by or on behalf of the vendor except as expressly contained herein.

Subject to any rights of the purchaser under any legislation including but not limited to the Australian Consumer Law the purchaser must not seek to terminate, rescind or make any objection, requisition or claim for compensation arising out of any of the matters covered by this clause.

36. Late completion

36.1 In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

36.2 In addition, the Purchaser shall pay the sum of \$220.00 to cover legal costs incurred by the Vendor as a consequence of the delay, as a genuine pre-estimate of additional expenses to be allowed by the Purchaser as an additional adjustment on completion; and

37. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

38. Deposit

38.1 The Purchaser/s must pay the full ten (10%) deposit as follows;

38.1.1 As to the sum of \$ on or before the making of this Contract;

38.1.2 As to the balance of the ten 10% deposit on or before the completion date or on demand by the vendor's.

and in each respect time is essential.

38.2 The Vendor will only be entitled to make a demand for payment of the balance of the deposit if the Purchasers are in default in an essential respect of their obligations under the terms of this Contract.

38.3 If the Purchaser/s fail to provide the balance of the deposit after demand or if the Vendor's are entitled to keep or recover the deposit then the vendor's may recover the balance of the deposit as a liquidated debt.

38.4 The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors nominated Agent or Legal representative Trust Account such part of the deposit moneys as they shall require for the purpose of a deposit and/or stamp duty on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof.

38.5 The purchaser agrees to authorise the Agent to release the deposit to the Vendors Representative's Trust Account in the event it is required for settlement purposes of this matter via the electronic workstation.

39. Sale subject to tenancy

If this Contract indicates that the sale is subject to an existing tenancy:

39.1 The Vendor shall not, before completion accept any surrender of tenancy before the expiry of the Residential and or Commercial Tenancy Agreement.

- 39.2 The Purchaser is not entitled to object, make any claim, or to terminate or rescind because any one or more of the tenants shall vacate the premises occupied by them at the date of this Contract before completion:
- 39.2.1 On expiry of the Residential and/or Commercial Tenancy Agreement;
- 39.2.2 Following lawful termination of the tenancy by the tenant or by the Vendor with the Purchaser's consent;
- 39.2.3 By abandoning the premises in repudiation of the lease.

40. Further amendments

- (i) Clause 7.1.1 is deleted.
- (ii) Clause 14.4.2 is deleted
- (iii) Clause 20.13 is deleted
- (iv) Clause 23.6.1 is amended by replacing "vendor" with "purchaser".
- (v) Clause 23.7 is deleted
- (vi) Clause 24.3.3 is deleted
- (vii) Clause 25.1.1 is amended by deleting the words "limited"
- (viii) Clause 30.3 is deleted
- (ix) In addition to the terms of Clause 18, should the purchaser accept access or occupation of the property prior to completion, the purchaser acknowledges that they accept the property in its present state of repair and condition. Other than as permitted by any applicable law including the Australian Consumer Law, the purchaser cannot make a claim, requisition or delay settlement after entering into possession of the property.

41. Notice of Service

- 41.1 Notwithstanding any other provision of this Contract any document or notice is served on a party if an electronic copy of the document or notice is transmitted to the email address of that parties Solicitor or Conveyancer.
- 41.2 The electronic address of a party's Solicitor or Conveyancing is any email address published or displayed on letterhead and email communications sent by that Solicitor or Conveyancer to the other party's Solicitor during the course of the transaction the subject of this Contract.
- 41.3 Such service shall be taken to have been delivered in accordance with the terms of *Electronic Transaction Act 2000* Schedule 1 Clause 13.

42. E - Contract

42.1 Electronic execution and consents under Electronic Transactions Act 2000 (NSW)

- (a) Each party consents to this contract being signed by any other party in accordance with an electronic communication method that is approved by the vendor.
- (b) Clause 42.2 does not apply if this contract is exchanged in customary paper form.

42.2 Dispensing with counterparts

The parties to this contract agree that, despite any custom, practise or code otherwise followed in respect of contracts for the sale of land, this contract:

- (a) is made on its execution by all parties to it;
- (b) need not be executed and exchanged in counterparts; and
- (c) constitutes an original document in an electronic format.

42.3 Vendor may require a paper form contract

- (a) The vendor may require by notice to the purchaser that the purchaser sign a customary paper form contract on substantially the same terms as this contract (**Paper Contract**).
- (b) If the vendor serve a notice pursuant to clause 42.3(a), the purchaser must sign and deliver to the vendor's and developer's solicitor (if any) the customary paper form contract.
- (c) If the purchaser does not comply with clause 42.3(b), then the purchaser appoints the vendor and the developer (jointly and severally) as its attorney to comply with that clause.
- (d) The parties acknowledge and agree that a Paper Contract is only intended to record the detailed terms of the contract in paper form, and confirm that they intend to be and will be bound by the contract on the date of this document.

42.4 Signing Pages and consents under Electronic Transactions Act 2000

Each party consents to this contract being signed by any other party in accordance with an electronic communication method that is approved by the vendor.

Purchaser (individual)

The purchaser acknowledges that, before signing this contract, it reviewed and confirmed the contract terms. It also ensured, or required it be ensured, that the viewing resolution of the device on which the purchaser read this contract was adjusted to enable all words in the prescribed notices of the Printed Conditions to be displayed in at least 14 point font.

- 43.** The attached Directors Guarantee is to be entered into in the event that the Purchaser Entity is a Company

DIRECTOR'S GUARANTEE

Purchaser: **ACN**
(hereinafter called the "Purchasing Company")

Property 1 Acacia Street, Windang NSW 2528 being of **the land comprised in folio identifier 14/C/19008**

I/we
(hereinafter called the "Guarantors") being Director(s) of the Purchasing Company in consideration of Peter Andrew Kreilis (hereinafter called the "Vendor") at my/our request agreeing to sell the property described in this Contract to the Purchasing Company **DO HEREBY GUARANTEE** to the Vendor the due and punctual performance by the Purchasing Company of **ALL THE TERMS AND CONDITIONS** of the within Contract and do further **COVENANT AND AGREE THAT I/WE WILL INDEMNIFY** and keep the Vendor indemnified against any loss and damage howsoever arising which the Vendor may suffer in consequence of any failure of the Purchasing Company to perform its obligations under the within Contract or as a result of the termination of the Contract.

The Guarantors acknowledge prior to the execution hereunder that they have read and understood as evidenced by their signatures hereto the terms and conditions of the Contract for Sale in its entirety.

Executed as a **DEED** this day of
SIGNED SEALED AND DELIVERED

by

in the presence of:

.....
Witness (sign)

.....
Guarantor & Director

.....
Name (print)

.....
Name (print)

.....
Address

SIGNED SEALED AND DELIVERED

by

in the presence of:

.....
Witness (sign)

.....
Guarantor & Director

.....
Name (print)

.....
Name (print)

.....
Address

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:

Purchaser: Details are as per the dated Contract for Sale.

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

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.



FOLIO: 14/C/19008

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
29/7/2024	11:15 AM	4	16/3/2022

LAND

LOT 14 OF SECTION C IN DEPOSITED PLAN 19008
LOCAL GOVERNMENT AREA WOLLONGONG
PARISH OF WOLLONGONG COUNTY OF CAMDEN
TITLE DIAGRAM DP19008

FIRST SCHEDULE

PETER ANDREW KREILIS (T AQ386773)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 C922626 COVENANT
- 3 AR966647 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending

PRINTED ON 29/7/2024

Datum line of Azimuth A-B.

No. 1/40 of 9 January 1940.

Council Clerk.

Approved by Council & Covered by Council Clerk's Certificate

DP 19008 (E)

Subscribed and declared before me at Sydney, this 3rd day of January, A.D. 1940.

Shire Clerk, Wollongong.

Shire Clerk
Shire President
Shire Clerk

(Signature) *Shire Clerk*

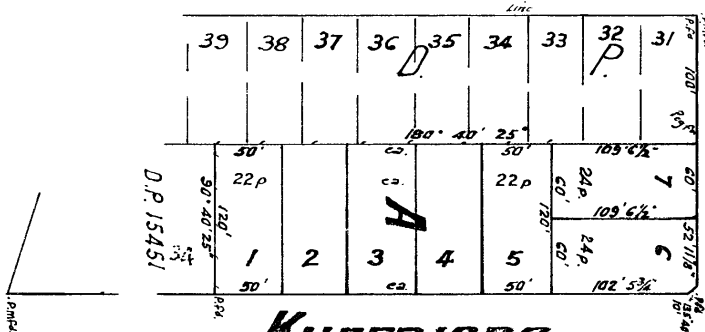
Surveyor registered under the Surveyors Act, 1929.

*Strike out either (1) or (2).

Insert date of Survey.

Windang

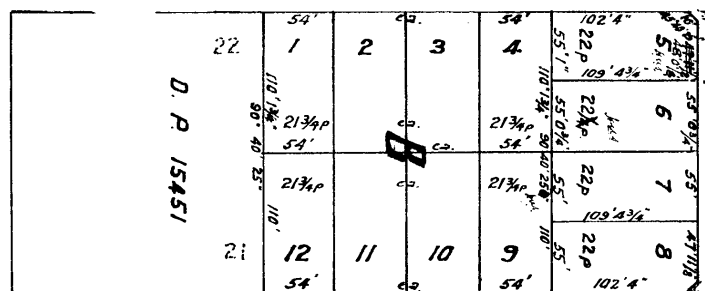
66' wide not Al.



Kurrajong

180° 40' 25"

66' wide not Al.

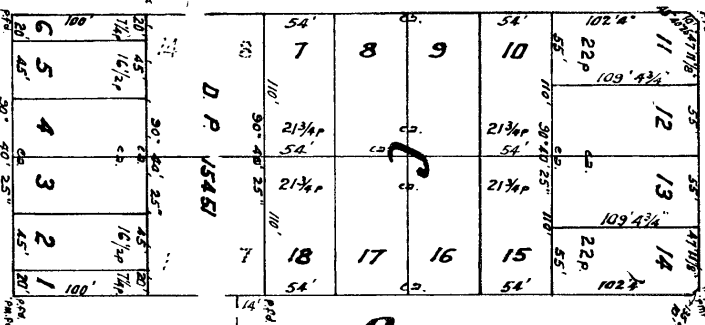


Fern

Waratah

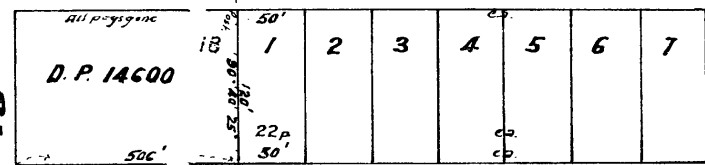
66' wide not Al.

Street



Ocean

66' wide not Al. 180° 40' 25"



Street

Public Garden and Recreation

Shellharbour

1585' 2 1/2" by calc.
180° 40' 25"

66' wide not Al.

It is intended to dedicate to the Public the extensions of Kurrajong, Waratah and Ocean Streets between Acacia

St and Boronia St. and the splayed corners at the north eastern corners of lots 1 sec. A, lot 8 sec. B, lot 14 sec. C and the northwestern corners of lots 5 sec. B, and lot 11 sec. C.

The Common Seal of the Council of the Shire of Central Illawarra was here affixed on the 9th day of January 1940 in pursuance of a resolution passed by Council on 8 January 1940.

Secretary

Director



JUL 12 1940

NEW SOUTH WALES

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT 1900)

NEW SOUTH WALES



FEES:—

Lodgment ...

Endorsement ...

Certificate ...

(Trusts must not be disclosed in the transfer.)

WINDANG PROPERTIES PTY. LIMITED

C922626

22 JUL 1940

a If a less estate, strike out "in fee simple," and interline the required alteration.

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of ONE HUNDRED AND SIXTY FIVE POUNDS

----- (£ 165 --) (the receipt whereof is hereby acknowledged) paid to it by

DOROTHY PARSONS wife of Alfred Reuben Parsons of Wollongong Undertaker -

do hereby transfer to the said transferee

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Camden	Wollongong	Part	5098	186	being Lot Nine of Section D and Lot Fourteen of Section C on Deposited Plan Number 19008.

And the transferee covenants with the transferor as set out in the annexure hereto marked "A"

ENCUMBRANCES, &c., REFERRED TO.

The reservations covenants and conditions contained in the said ----- Certificate of Title.

Signed at Wollongong the Second day of July, 1940.
THE COMMON SEAL OF WINDANG PROPERTIES PTY. LIMITED was hereunto affixed in pursuance of a Resolution of the Board of Directors in the presence of Arthur Reuben Parsons and John Francis Parsons two of the Directors of the Company who signed thereupon signed their names opposite hereto in the presence of and countersigned by:
Secretary.

Directors. Transferrer.

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

David B. M.

Deputy Registrar

Dorothy Parsons
Transferee.

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

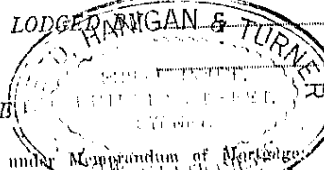
† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noted in the attestation.

C922626

No. _____

CONSENT OF MORTGAGE



The Commonwealth Bank of Australia the Mortgagee under Memorandum of Mortgage No. C575545 do hereby discharge the said Mortgage so far only as regards the lands comprised in the within Transfer, but reserving and without prejudice to the rights and remedies of the Bank under the said Mortgage or any other security against the lands (other than those hereby discharged) comprised therein and against all principals, joint and third persons.

Dated at SYDNEY this 26th day of July 1940
SIGNED in my presence by

ROBERT ARCHIBALD LOVE

Chief Inspector of the Commonwealth Bank of Australia, the duly constituted Attorney of the said Bank, who is personally known to me.

R. Archibald Love
ROBERT ARCHIBALD LOVE

Commonwealth Bank of Australia
by its Attorney.

R. Archibald Love

of Sydney, do hereby solemnly and

1. sincerely declare and affirm as follows:

(1) I am the _____ Chief Inspector of the Commonwealth Bank of Australia and as such am the Attorney mentioned and referred in Power of Attorney from the said Bank dated 15th July, 1936, and registered in Miscellaneous Register as No. 18076, and in Real Property Act Register as No. 16872, by virtue of which I have executed the within instrument.

(2) I have not received any notice or information of the revocation of the said Power of Attorney by act of the donor or otherwise.

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

Subscribed and declared by the abovenamed
Declarant, this 26th day of July 1940

before me R. Archibald Love
before me R. Archibald Love

1 This form is not appropriate in cases of delegation by trustees.

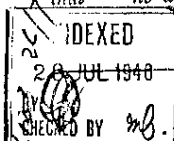
2 Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

3 May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

and declared that he personally knew

signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said _____ is _____ own handwriting, and

that he was of sound mind and freely and voluntarily signed the same.



MEMORANDUM OF TRANSFER of

Acres _____ roods _____ perches _____

Lot 14 Sec C & Lot 9 Sec D DP19008.
Ocean & Acacia Sts.

Shire Central Illawarra

Municipality _____

Parish _____

County (Subject to Council)
Dorothy Parsons Transferree.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing. X

Nature.	No.	Reg'd Propr., M'tgor, etc.

Particulars entered in Register Book, Vol. 5078 Fol. 186

the 26th day of July 1940
at _____ minutes 12 o'clock in the _____ noon.

PROGRESS RECORD.

	to Survey Branch...	ved from Records...	written ...	examined...	am prepared	am examined	forwarded	of Engrossers	ation Clerk
	<u>18/7</u>	<u>18/7</u>	<u>18/7</u>	<u>18/7</u>	<u>18/7</u>	<u>18/7</u>	<u>18/7</u>	<u>18/7</u>	<u>18/7</u>

Vol. 5158 Fol. 175

Diagram Fees ...	
Additional Folios ...	

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issuing upon a Transfer on sale for a consideration of not more than £1,000, and 1/1 ss. for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

C922626

" A "

ANNEXURE TO MEMORANDUM OF TRANSFER FROM
WINDANG PROPERTIES PTY. LIMITED to
DOROTHY PARSONS dated the Second
day of July 1940.

AND the Transferee covenants with the Transferor as follows:

- (1) THAT no main building shall be erected on either of the Lots hereby transferred which shall cost or be of less value than Three hundred pounds (£300) and that such main building shall not be erected of other material than of brick or stone or weatherboard or fibre cement with a roof of slate tiles or galvanised iron or such other material as shall be approved of in writing by the Transferor and no such main building shall be erected unless the Plans and Specifications thereof shall be approved in writing by the Transferor before the work of construction is proceeded with.
- (2) THAT the Transferee shall not at any time hereafter carry on or permit to be carried on on the subject lots hereby sold or any part thereof any noxious or offensive act trade business occupation or calling which shall or may grow or become a nuisance or annoyance or disturbance to the owners or occupiers of adjoining lands.

IT IS HEREBY EXPRESSLY AGREED AND DECLARED that the land to which the benefit of the above covenants is intended to be appurtenant is the residue of the land comprised in said Certificate of Title Volume 5098 Folio 186 other than the land hereby transferred; the land to be subject to the burden of this covenant is the land hereby transferred and this covenant may be released varied or modified by the owner or owners of the time being of the residue of the land comprised in the said Certificate of Title and the Transferor its successors or assigns.

AND the Transferee doth hereby also for the benefit of the adjoining land namely, Lots Eight and Ten of Section D as regards Lot Nine of Section D, and Lot Thirteen and part of Lot Fifteen Section C as regards Lot Fourteen Section C, but only during the ownership thereof by the Transferor and its assigns other than purchasers on sale FURTHER COVENANTS with the Transferor and its assigns THAT no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the Transferor and its assigns but such consent shall not be withheld if such fence is erected without expense to the Transferor or its assigns AND in favour of any person dealing with the Transferee or her assigns such consent shall be deemed to have been given in respect of every fence for the time being erected AND IT IS FURTHER AGREED that this restriction may be released varied or modified by the Transferor or its assigns.

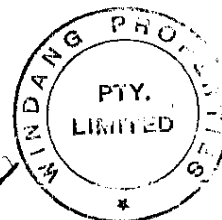
THE COMMON SEAL of WINDANG PROPERTIES PTY. LIMITED was hereunto affixed in pursuance of a resolution of the Board of Directors in the presence of Alexander Robertson Blean and Arthur Frank Blean two of the Directors of the Company who thereupon signed their names opposite hereto in the presence of and counter-signed by:

Howell
Secretary

SIGNED in my presence by the Transferee who is personally known to me:

Dorothy Parsons
Dorothy Parsons

Dorothy Parsons
Transferee.



CVC Law
PO BOX 360
WOLLONGONG NSW 2520

REFERENCE	CERT-2024/4775
Issued	29-Jul-2024
Certificate Type	Section 10.7(2)
Your Reference	SD:31615:Kreilis
Council Property Reference	296471

PLANNING CERTIFICATE

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

PROPERTY DETAILS

Legal	
Description	Lot 14 Sec C DP 19008
Location	1 Acacia Street WINDANG NSW 2528

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 (Building Sustainability Index BASIX) 2004
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.

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 Business Zones – Wilga Street Block Corrimal

D16 Draft Neighbourhood Plans for various lots – West Dapto Urban Release Area

D16 Draft Neighbourhood Plan - Marshall Vale/Duck Ck

D16 Draft Neighbourhood Plan – Iowna

D16 Draft Neighbourhood Plan – BlueScope Holdings

E12 Bush Fire 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 2023

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

The Draft Wollongong City-Wide Development Contributions Plan 2024 is on exhibition from Monday 1 July to Monday 29 July 2024. Further information is available on www.our.wollongong.nsw.gov.au or call Land Use Planning on 4227 7111.

- (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 mean 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 (Three Ports) 2013 applies, Exempt and Complying Development is detailed under clauses 24 and 25 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 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

Lot 14 Sec C DP 19008

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.

Lot 14 Sec C DP 19008

The land or part of the land is within the flood planning area and is subject to flood related controls. Please refer to Council's Wollongong LEP 2009 and Wollongong DCP 2009 – Chapters E13, NSW State Government's Floodplain Development Manual (2005) and any relevant Flood Studies or Floodplain Risk Management Studies and Plans. 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.**Lot 14 Sec C DP 19008**

Not Applicable.

(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** 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.

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 27 October 2014 adopted an Asbestos 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:

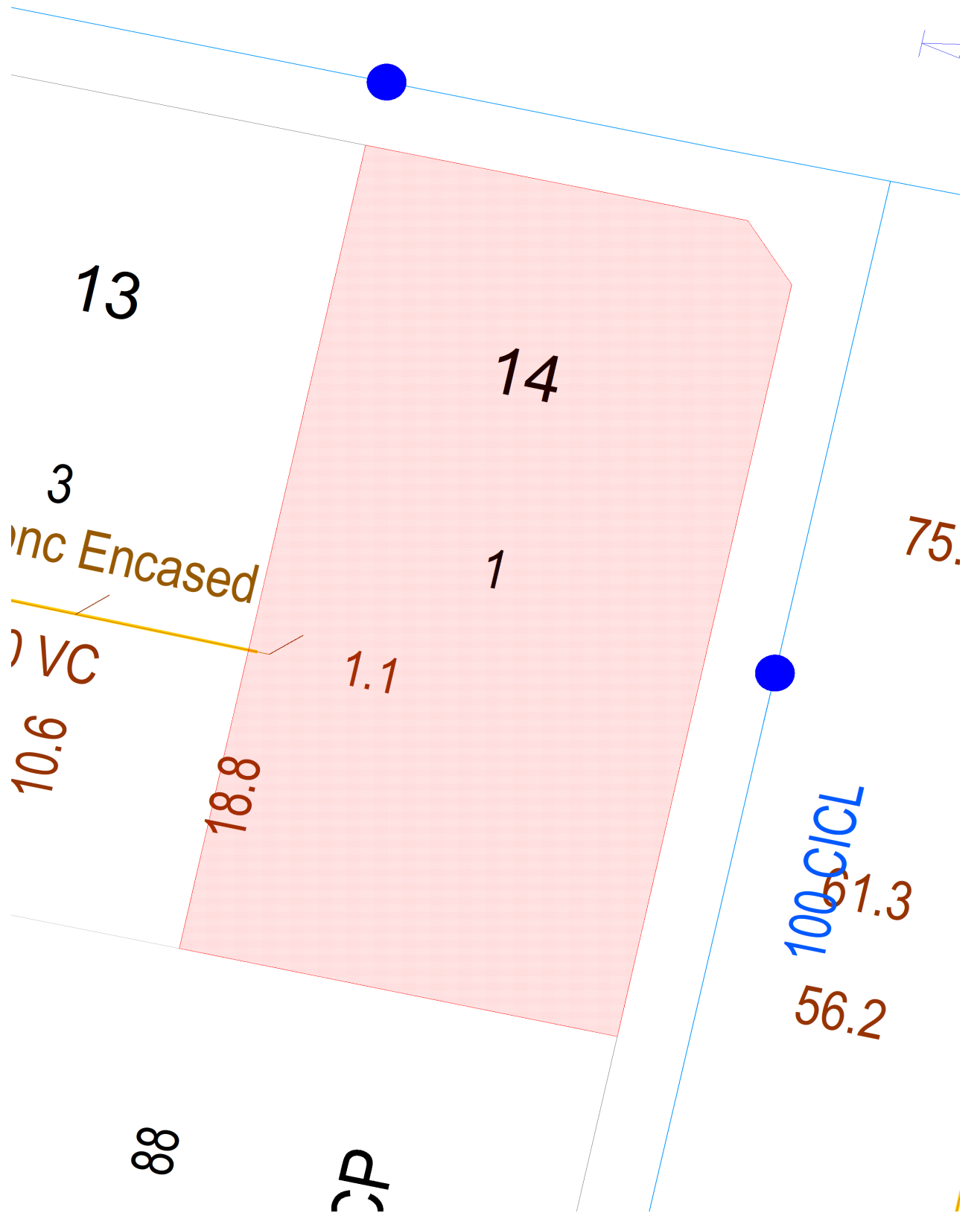
LIS Information Officer - Section 10.7 Planning Certificates

Wollongong City Council

Telephone (02) 42277111

Service Location Print

Application Number: 8003591624



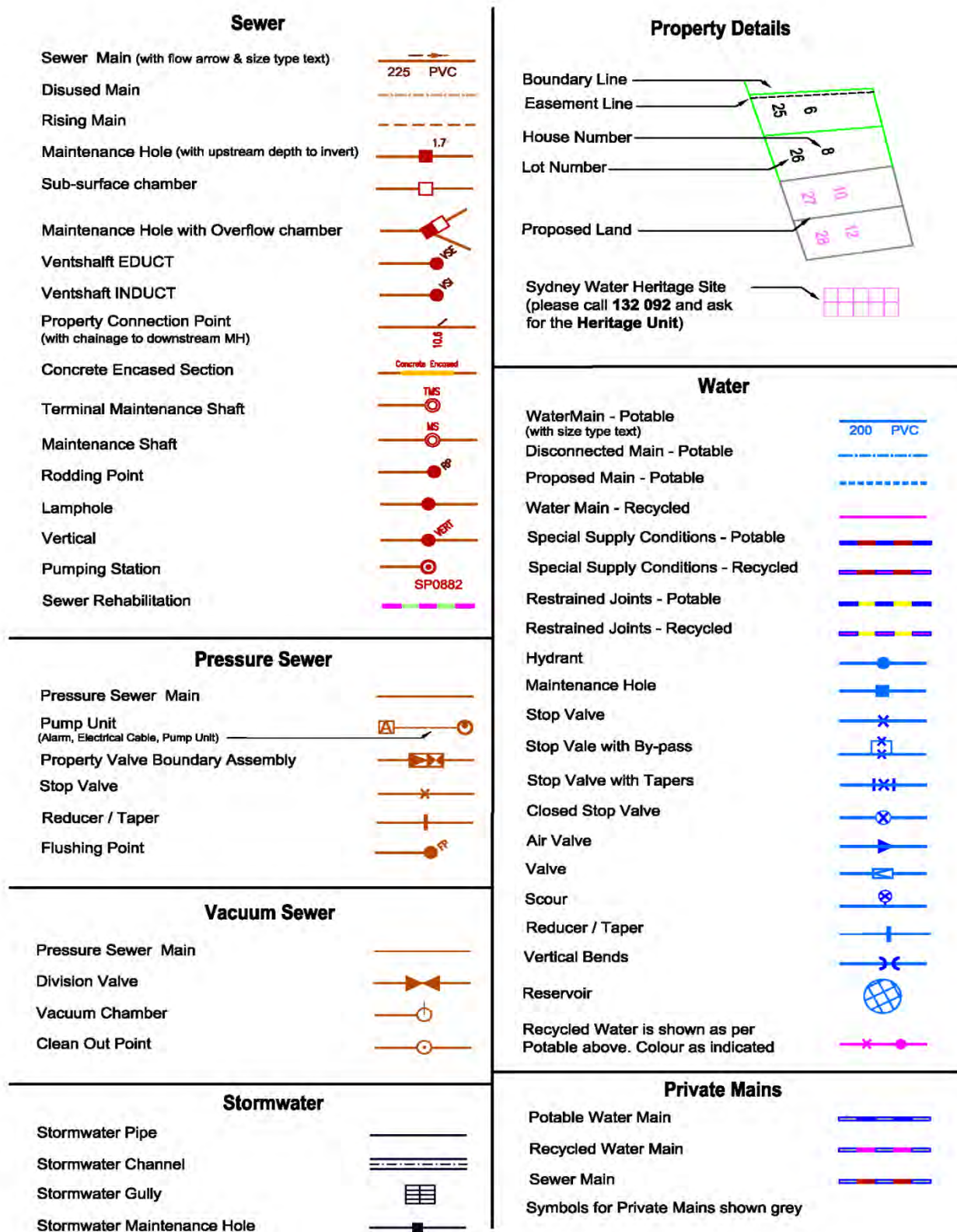
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Disclaimer

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



Pipe Types

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

Further Information

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

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

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

Disclaimer

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

Sewer Service Diagram

Application Number: 8003591623

SEWER SERVICE DIAGRAM

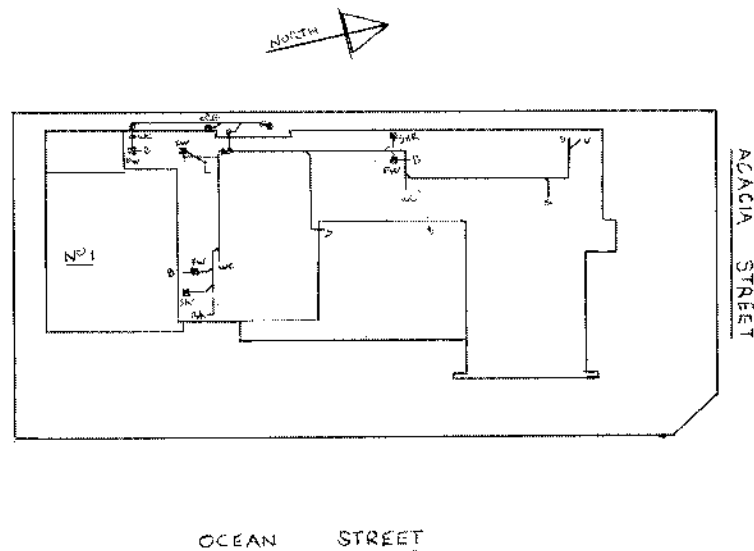
Lot No. 14 DP No. 19006 House No. 1 Street ACACIA
 SUBURB OF WILLOWDALE LGA WILLOWDALE LGA
 Licence No. 56197C SCALE 1:100
 Signature [Signature] NSW / COC No. E14 5656 SSD No. Date 6/1/21

Boundary Trap	AAV	Air Admission Valve	BS	Sink (bar)	Chr	Chamber
Inspection Shaft	B	Basin	(L)	Trough (laundry)	Pit	Pit
Inspection Opening	Bth	Bath Waste	WC	Water Closet	G	Grease Interceptor
ORG	Bid	Bidet	Vent	Vertical Pipe	P	Pump Unit
FW	CO	Clean Out	WS	Waste Stack	CS	Onsite Treatment System
Vertical Junction	FW	Finer Waste Gully	SVF	Sewer Vent Pipe	R	Reflux Valve
Sloped Junction	Shr	Shower	V	Vent Pipe	Capped	Capped Point
On Back Junction	S	Sink (kitchen)	IPMF	Induct Pipe Mica Flap	Prov	Provisional (future) drain point

NOTES

- This diagram was supplied by the plumber/drafter whose licence number appears above.
- It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate.
- Any broken/dashed lines denote the assumed (not verified) position of private sewerage services.
- Further acceptable abbreviations may be used as identified in AS/NZS 3500 2:2003 Sanitary Plumbing and Drainage Table B 1 and Fair Trading's Sewer Service Diagram Requirements document.

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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**.



Our reference: 210171

30 November 2022

The General Manager
Wollongong City Council
Locked Bag 8821,
WOLLONGONG NSW 2500

Dear Sir/Madam,

Re: 1 Acacia Street, Windang NSW 2528
Occupation Certificate No. 210171
Development Application No.: DA-2020/1289

City Building Approvals Pty Ltd have issued an Occupation Certificate for the above-mentioned project under Sections 6.9, 6.10 of the Environmental Planning and Assessment Act 1979.

Please find enclosed the following documentation:

- Occupancy Certificate No. 210171
- Documentation used to determine the Occupancy Certificate
- Council's registration fee

Should you need to discuss any issues, please do not hesitate to contact the Registered Certifier, Mile Petrovski, on the above numbers.

Yours sincerely,

Mile Petrovski
Accredited Certifier
City Building Approvals Pty Ltd



CITY BUILDING | APPROVALS

ABN: 47 155 668 223

Unit 1 / 102A Industrial Rd
Oak Flats NSW NSW 2529
(p): Ph: 0242575326 M: 0413843408
info@citybuildingapprovals.com.au

Our reference: 210171

30 November 2022

Peter Kreilis
2 Walang Avenue
Figtree NSW 2525

Dear Sir/Madam,

Re: 1 Acacia Street, Windang NSW 2528

Occupation Certificate No.: 210171

In accordance with Sections 6.9, 6.10 of the Environmental Planning and Assessment Act 1979, we enclose an Occupation Certificate relating to the construction of the above project.

As required under the legislation copies of the same have been forwarded to Wollongong City Council for their records and the Final Fire Safety Certificate, where appropriate, issued to NSW Fire Brigades. Please note that annual certification of the fire safety measures is a statutory responsibility of the building owner. City Building Approvals Pty Ltd would be pleased to offer our assistance.

We would like to take this opportunity to thank you for using our services. Should you need to discuss any issues, please do not hesitate to contact the Registered Certifier, Mile Petrovski on the above numbers.

Yours sincerely,

Mile Petrovski
Accredited Certifier
City Building Approvals Pty Ltd



ABN: 47 155 668 223

OCCUPATION CERTIFICATE - 210171 - WHOLE - 210171 (RESIDENTIAL)

Issued under Part 6 of the Environmental Planning and Assessment Act 1979 (Occupation/Use of a New Building)

APPLICANT DETAILS

Applicant:	Peter Kreillis
Address:	2 Walang Avenue, Figtree NSW 2525
Phone:	0459 823 020
Fax:	

OWNER DETAILS

Name of the person having benefit of the development consent:	Peter Kreillis
Address:	2 Walang Avenue, Figtree NSW 2525
Phone:	0459 823 020

RELEVANT CONSENTS

Consent Authority / Local Government Area:	Wollongong City Council
Development Consent Number:	DA-2020/1289
Date Issued:	04/02/2021
Construction Certificate Number:	210171

PROPOSAL

Address of Development:	1 Acacia Street, Windang NSW 2528
Lot:	14
DP:	DP19008
Type of Occupation Certificate:	Whole
Building Classification:	1a, 10a, 10b
Scope of Building Works Covered by this Notice:	RESIDENTIAL - DEMOLITION OF EXISTING DWELLING AND CONSTRUCTION OF A DWELLING HOUSE AND SWIMMING POOL
Attachments:	Schedule 1
Fire Safety Schedule:	N/A
Exclusions:	

PRINCIPAL CERTIFIER

Certifying Authority:	Mile Petrovski
Accreditation Body:	BPB 1924

DETERMINATION

Approval Date:	30/11/2022
-----------------------	------------

I, Mile Petrovski, as the certifying authority, certify that:

- I have been appointed as the Principal Certifier under s6.5;*
- A current Development Consent or Complying Development Certificate is in force with respect to the building;*
- A Construction Certificate has been issued with respect to the plans and specifications for the building;*
- The building is suitable for occupation or use in accordance with its Classification under the Building Code of Australia;*
- Where required, a final Fire Safety Certificate has been issued for the building;*
- Where required, a report from the Commissioner of Fire Brigades has been considered.*

Mile Petrovski

N.B. Right of Appeal: Under s6.5, where the Certifying Authority is Council, an applicant may appeal to the Land & Environment Court against the refusal to issue an Occupation Certificate within 12 months from the date of the decision.

**SCHEDULE 1: DOCUMENTATION REQUIRED TO ISSUE OCCUPATION CERTIFICATE 210171**

Prepared by	Document Name	Reference	Date
C. Robson And Associates Pty Ltd	Survey Report And Sketch	Our Ref: 21220	15/11/2022
Wollongong City Council	Section 138 Consent	Application No: DC-2021/803	16/11/2021
Rowles Site Solutions Pty Ltd	Verification Of Waste	Ref No: 53642	31/08/2021
Clarke's Waterproofing	Waterproofing Compliance Certificate		03/11/2021
TALAK Electrical Services Pty Ltd	Smoke Alarm Installation Certificate		06/12/2021
Tony Talakovski	Certificate Of Compliance - Electrical Work	Certificate No: 21568672	31/08/2021
Bradnam's Windows And Doors Pty Ltd	Window And Door Compliance Certificate	Ref No: 1899388	07/12/2021
Nelson Kreilis	Balustrade Installation Certificate		10/10/2022
Nelson Kreilis	Shower Screen Compliance Certificate		10/10/2022
ATAK Plumbing Civil & Excavations Pty Ltd	Stormwater Drainage Compliance Certificate		03/12/2021
ATAK Plumbing Civil & Excavations Pty Ltd	Hot Water Installation Certificate		03/12/2021
Adam Christofides	Certificate Of Compliance - Plumbing And Drainage	Ref No: AA202121141	29/03/2022
Adam Christofides	Sewer Service Diagram		06/10/2021
Pest Force Illawarra	Pest Control Compliance Certificate And Diagram		03/08/2021
David Kerr	Building Code Of Australia Compliance Statement		28/04/2022
PEER Consulting Engineers	Screw Piling Compliance Certificate		15/07/2021
MSL Consulting Engineers Pty Ltd	Structural Adequacy	Our Ref: SA20333	10/05/2021
MSL Consulting Engineers Pty Ltd	Structural Compliance Certificate	Our Ref: SC20333-Amdt 1	01/06/2022
David Kerr	Bushfire Compliance Certificate - BAL 12.5		28/04/2022
David Kerr	Slip Resistance Certificate		28/04/2022
David Kerr	Missed Critical Stage Inspection - Stormwater		21/10/2022
Tran Asbestos Consulting	Asbestos Clearance Certificate		
Nelson Kreilis	Pool Fence Installation Certificate		10/10/2022
Nelson Kreilis	Pool Fence Glazing Compliance Certificate		10/10/2022
NSW Government	Swimming Pool Registration	Ref No: 2d923a38	10/10/2022
David Kerr	Basix Commitments		28/04/2022
Kiama Supply Co Pty Ltd	Insulation Installation Certificate		06/12/2021
NSW Government Planning, Industry & Environment	BASIX Completion Receipt	Receipt No: CR-4LENW9D2-1149322S	30/11/2022



MANDATORY CRITICAL STAGE INSPECTION SUMMARY REPORT

TYPE OF CRITICAL STAGE INSPECTION		INSPECTION DATES	
		Date	Name & Accreditation No.
<input checked="" type="checkbox"/>	Pre-Commencement Inspection	26/04/2021	Mile Petrovski - BDC 1924
<input type="checkbox"/>	In case of a swimming pool (only if the pool is required to be inspected by the Swimming Pools Act 1992), as soon as practicable after the barrier has been erected for the swimming pool		
<input checked="" type="checkbox"/>	After excavation for, and prior to the placement of the footings	01/07/2021	Mile Petrovski - BDC 1924
<input checked="" type="checkbox"/>	Prior to pouring any in-situ reinforced concrete building element	06/08/2021	Mile Petrovski - BDC 1924
<input checked="" type="checkbox"/>	Prior to covering of the framework for any floor, wall, roof, or other building element	05/10/2021	Mile Petrovski - BDC 1924
<input checked="" type="checkbox"/>	Prior to covering waterproofing in any wet areas (only 10% for Class 2, 3 & 4 buildings)	04/11/2021	Mile Petrovski - BDC 1924
<input checked="" type="checkbox"/>	Prior to covering any stormwater drainage connections		Missed Inspection Report & Certification Provided
<input checked="" type="checkbox"/>	After the building work has been completed and prior to any Occupation Certificates being issued in relation to the building	19/10/2022	Mile Petrovski - BDC 1924
SITE DETAILS			
Address:		1 Acacia Street, Windang NSW 2528	
DA No.:		DA-2020/1289	CC No.: 210171
RECORD OF INSPECTION			
Inspection by another Registered Certifier (not the PCA):	Name of Registered Certifier:		
	Registration No.		
	Has Report by this Registered Certifier been Attached?	(Yes / No)	
Was work carried out satisfactorily (if not undertaken by PCA)?	(Yes / No)		
Notes:			
MISSED INSPECTION			
Was an inspection missed due to "unavoidable circumstances"?	(Yes / No)	If yes – please see missed inspection report	
Principal Contractor	Name:		
	Tel:		
Name of PCA:			
Signature of PCA:			Date: 30/11/2022
Accreditation Body:	Building Professionals Board No. XXX		
Accreditation Number:			



CITY BUILDING APPROVALS

PRINCIPAL CERTIFYING AUTHORITY (PCA)

Unit 1 / 102A Industrial Rd Oak Flats NSW NSW 2529 / ABN: 47 155 668 223
p: 4257 5326 m: 0413 963 094 e: info@citybuildingapprovals.com.au w: citybuildingapprovals.com.au

OCCUPATION CERTIFICATE APPLICATION

Under Section 109C (1) (b), 81A (4) of the Environmental Planning and Assessment Act 1979

Registered Certifier: Mile Petrovski - Registration No: BPB1924 - Class: A3

1. DETAILS OF APPLICANT

Family Name or Company Name

First Name/s

BORA DEVELOPMENTS PTY LTD

Street No.

Street

Suburb

106

PIONEER DR

FLINDERS

Postcode

Telephone No.(s)

Fax No./Email

2529

0411 380 030

office@boradevelopments.com.au

2. IDENTIFY THE LAND

Lot No

DP No

Section

14

19008.

C

House No

Street:

Suburb

1

ACACIA ST

WINDANG

Local Government Area

WOLLONGONG

3. DESCRIPTION OF DEVELOPMENT

Provide a description of the work

DEMO, NEW RESIDENCE + POOL.

Development Consent No

DA-2020/1289

Approval Date

4.2.21

Construction Certificate/

Complying Development Certificate No

Approval Date

4. TYPE OF APPLICATION PROPOSED

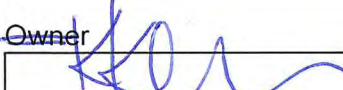
☐ Interim Occupation Certificate

☒ Final Occupation Certificate

5. SIGNATURES

Owner

Date

 FOR BORA

21.10.22.

Owner

Date

C. ROBSON & ASSOCIATES PTY.LTD.

LAND & ENGINEERING SURVEYORS

Craig Robson B.Surv. R.S. M.I.S. (NSW)

SURVEYOR REGISTERED UNDER
THE SURVEYING AND SPATIAL INFORMATION ACT 2002



Level 6 85-87 Smith Street

Wollongong 2500

PO Box 93 Corrimal 2518

Phone: (02) 42431645

Fax: (02) 42431658

Mobile: 0402 641 693

Email: crobsonsur@optusnet.com.au

1

Our Ref: 21220

15th November 2022

SURVEY REPORT

Bora Developments
PO Box 4190
SHELLHARBOUR 2529

PROPERTY: 1 Acacia Street, Windang

In accordance with your instructions, I have surveyed the land being Lot 14 Section C in Deposited Plan numbered D.P.19008 situate at 1 Acacia Street, Windang for the purpose of identifying the structures in the Local Government Area of Wollongong, Parish of Wollongong and County of Camden being also the land contained in Torrens Title Folio Identifier 14/C/19008 such being shown on the accompanying sketch.

The above land has been surveyed in accordance with the Surveying and Spatial Information Regulation 2017.

Upon the land stands a Brick and Clad Cottage with Metal Roof and a Concrete Pool.

The distances of the walls and eave fascia overhangs of the cottage from the boundary are shown in the accompanying sketch.

There are no apparent easements affecting the subject land.

Levels taken to Australian Height Datum (AHD) are shown on the accompanying sketch.

This survey has been carried out for identification purposes only and survey marks should be placed if structures are to be erected on or near boundaries.

Yours Faithfully

Craig Robson

SURVEYOR REGISTERED UNDER THE
SURVEYING AND SPATIAL
INFORMATION ACT 2002

2/.....

C. ROBSON & ASSOCIATES PTY.LTD.
LAND & ENGINEERING SURVEYORS

Craig Robson B.Surv. R.S. M.I.S. (NSW)

SURVEYOR REGISTERED UNDER
THE SURVEYING AND SPATIAL INFORMATION ACT 2002



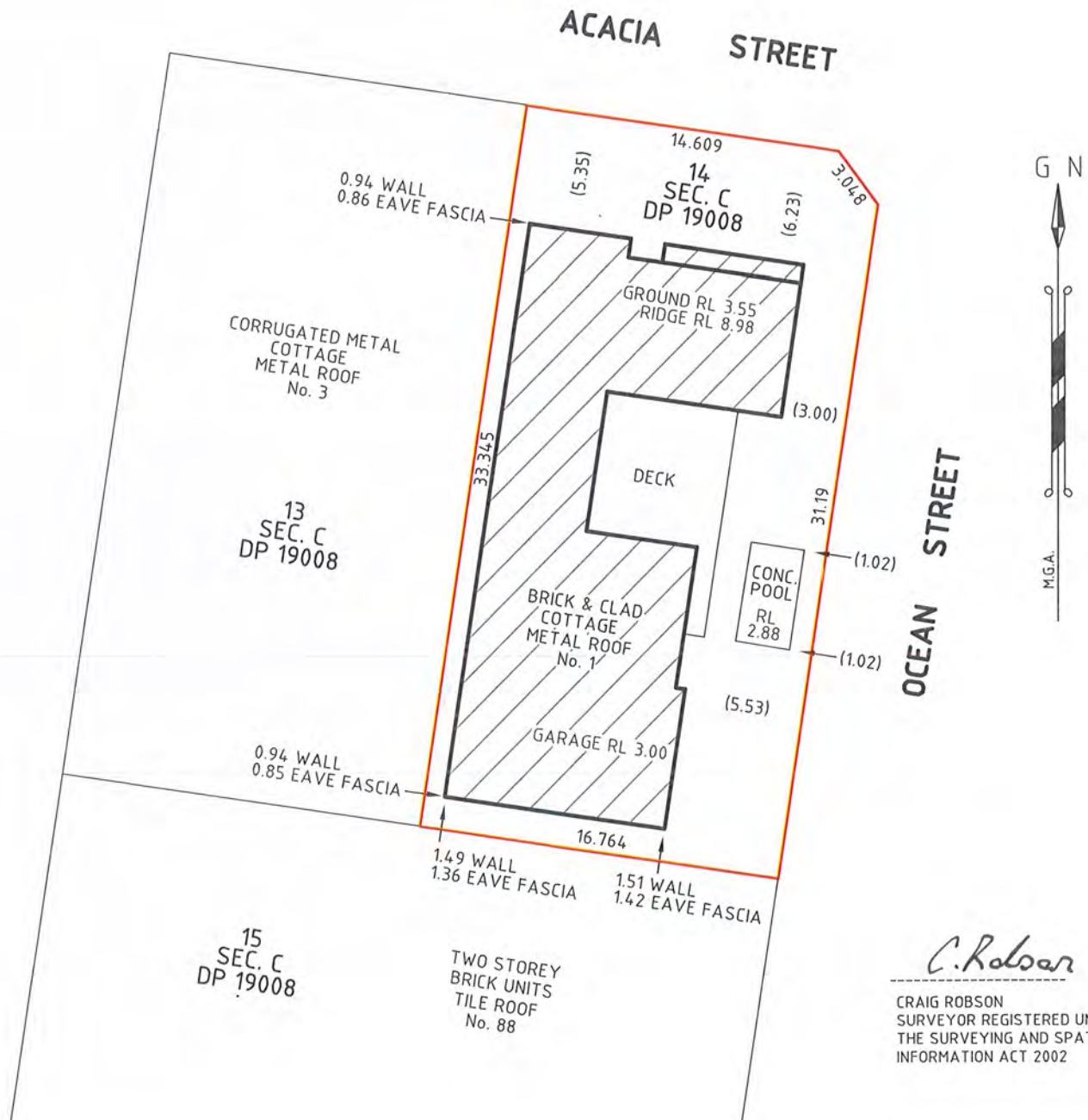
Level 6 85-87 Smith Street
Wollongong 2500
PO Box 93 Corrimal 2518
Phone: (02) 42431645
Fax: (02) 42431658
Mobile: 0402 641 693

Email: crobsonsur@optusnet.com.au

2

Our Ref: 21220

Sketch referred to in my report dated 15TH November 2022



C. Robson

CRAIG ROBSON
SURVEYOR REGISTERED UNDER
THE SURVEYING AND SPATIAL
INFORMATION ACT 2002



020

Brian Cox Concreting
PO BOX 87
KIAMA NSW 2533

APPLICATION

DC-2021/803

Date

16 November 2021

Dear Sir/Madam

CONSENT – SECTION 138 ROADS ACT 1993

Wollongong City Council consents to the works described below:

Description	Driveway crossing
Related Property	Lot 14 Sec C DP 19008 1 Acacia Street, WINDANG NSW 2528
Start Date:	16 November 2021
This Consent Will Expire On:	16 November 2022

Note: This approval is for construction of driveway layback and crossing within the road reserve only, being the footpath area between the kerb line and property boundary. Any other works within the road reserve will require a separate section 138 Application and specific traffic control plan.

This consent is granted subject to the following conditions:

Prior to Construction

- 1) The (PCBU) Person Conducting Business or Undertaking work associated with the construction of vehicular and special crossings within the road reserve of the Wollongong City Council Local Government area must satisfy the following Essential Requirements:
 - Hold a current Contractor's Licence in General Concreting – available through the NSW Department of Fair Trading
 - Hold a Certificate for General Induction for Construction Work in NSW (Green Card)
 - Hold Traffic Control Certification Level 1 – Traffic Controller
 - Hold Traffic Control Certification Level 2 – Apply Traffic Control Plans
 - Hold minimum value of \$20,000,000 Public Liability Insurance PolicyThe PCBU must ensure their insurance and all tickets and licences are current prior to work commencing and be able to provide a copy of their certificates, licence and insurance upon request by Council Officer or WorkSafe/WorkCover Officer.
- 2) Site safety management must be in place prior to any works commencing. Site safety management plan must be in accordance with Australian Standard AS1742 – Traffic Control Devices for Works on Roads and the RMS Traffic Control at Worksites Manual.
- 3) A minimum of 48 hours notice must be provided to arrange for a formwork and final inspection of the work.

CONSENT

Construction

- 4) Environmental sediment controls must be in place prior to work commencing and maintained as required to ensure compliance with current Environmental Standards and Legislation.
- 5) The Construction of the Vehicle Crossings and associated work must be in accordance with the current version of Council's standard drawings and specifications for work within Councils Road Reserve. This is to include non-slip finish on concrete surface. Any applications of sealing products or other agents must satisfy the relevant Australian Standards for slip resistance.
- 6) Construction of new vehicular crossings must maintain the minimum 500mm distance requirement from power poles in accordance with Endeavour Energy guidelines.
- 7) All redundant vehicular crossings and driveway laybacks must be removed and replaced with kerbing and guttering to match existing and the footpath must be restored to Council specifications or as directed by Council's Development Assessment and Certification Officer.
- 8) Residential roof water connection to kerb must be by means of a rectangular hot dipped galvanised mild steel weephole to suit the kerb profile and with a capacity equal to a 100 mm diameter pipe. The pipe shall be connected to the weephole with a UPVC profile adaptor. The kerb outlet must be located outside of the influence of the wing.
- 9) Any existing survey control points, State Survey Marks or Bench Marks must be relocated prior to its removal outside of the influence of the new crossing in accordance with the requirements of the Land & Property Management Authority. The Land and Property Information Website is <http://www.lpi.nsw.gov.au/> and Customer Service Number is 1300 052 637. The Applicant must contact the Department to arrange relocation. Relocation is at the Applicants expense.

Prior to Completion

- 10) During the concrete pour and during the curing process the contractor must maintain safe pedestrian access past the site.
- 11) Within 24 hours of the concrete pour occurring the contractor must make the work site safe by properly backfilling.
- 12) The Contractor is responsible for restoration, resealing and reinstalment of asphalt road sealing for the frontage of all driveway and associated work. The exiting seal is to be saw-cut a minimum of 150mm from the new driveway layback/lip of kerb (or as directed by Council's inspecting officer) and the old seal removed prior to placement of new Asphaltic Concrete. The new asphalt seal is to overlap the new and old pavement.
- 13) All driveways and footpaths must be constructed on a minimum of 75mm thick compacted road base or equivalent quarried material.
- 14) In order to ensure an acceptable standard is achieved following works in the road reserve, the PCBU (Person Conducting Business or Undertaking work) must ensure the work complies with relevant Council Standards and Design Plans.

This usually involves inspecting formwork, reinforcement, joining material, bedding material along with a check of levels, width, thickness and gradients prior to pouring of concrete. Upon completion of works across the footpath, a final inspection is required to ensure the driveway satisfies Council Standards.

Council may direct work in the road reserve to be rectified, removed and/or reinstated under Section 101 of the Roads Act 1993 if work is carried out without approval and inspections.

Please note:

Failure to comply with direction given under the Roads Act within 14 days may result in the roads authority taking such action as is necessary to restore the area to its previous condition. The costs incurred by Council in taking action under the Roads Act are recoverable from the PCBU (Person Conducting Business or Undertaking work) as a debt, in a court of competent jurisdiction.

- 15) Driveway crossover widths must be constructed in accordance with Council's standard drawings – 5000-C30 and 5000-C32. Maximum residential crossing widths (excluding layback wings) are 5.5m for double garage or up to 3m for single garage. Industrial Driveway widths are based on site merits and as per Australian Standards AS2890.2.

Conditions

- 16) Pedestrian Access past the site is to be available at all times. Access past the site must be no less than 1.5 metres wide, of footpath, and must be maintained and free of obstruction to pedestrians at all times. Traffic Controllers must be on site and available to escort pedestrians as required.

General

- 17) This consent is issued under Section 138 of the Roads Act and covers works within the road reserve only. Approvals issued under the Roads Act do not confer or imply the granting of development consent for the purposes of the Environmental Planning and Assessment Act 1979 or any other Planning Legislation or Policy.

If the work(s) or structure(s) the subject of this consent extends outside of the road reserve and into public or private land, they may amount to development that requires additional approvals. It is the responsibility of the Applicant to undertake checks and obtain the required development consent from Council prior to commencing any works in reliance on this consent.

Note: Where it is proposed to use neighbouring airspace to swing a jib of a crane and oversail into the neighbouring airspace, the adjoining owner's consent via a crane licence agreement or an access order from the court must be obtained. Failure to obtain approval may be considered trespass and construction may be stopped by a court order.

NOTE: Dial before you dig

Beware: Damage to cables and conduits can disrupt services and cost **YOU** money. For prompt location of cables and conduits please ring 1100. Calls to this number are free.

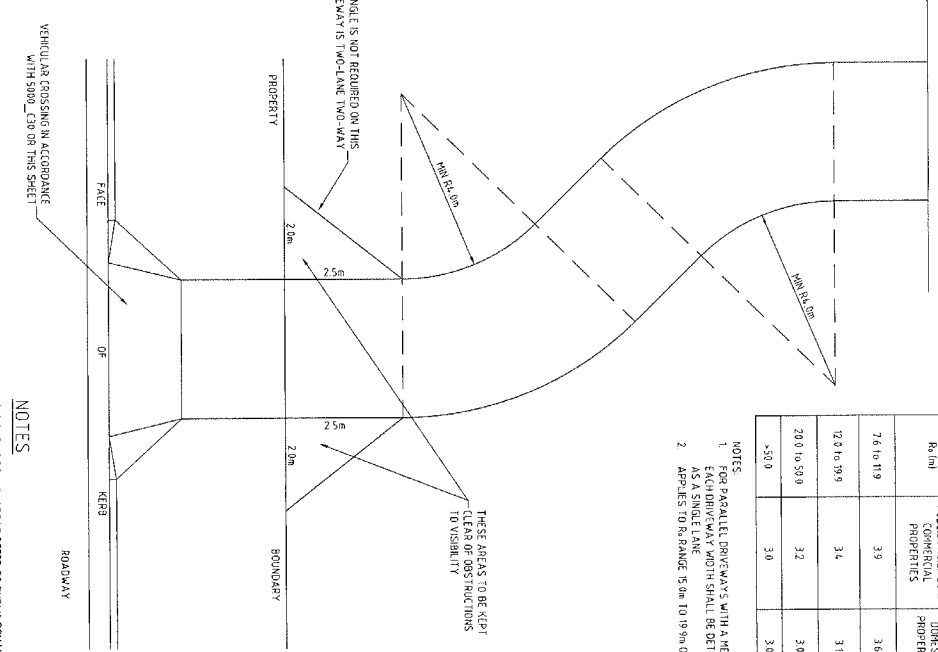
This letter is authorised by


Phillip Boxsell

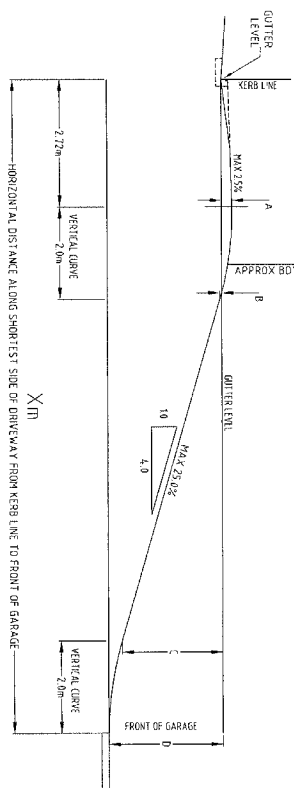
Construction Compliance Officer
Wollongong City Council
Telephone (02) 4227 7111

DUST-DETON RADIUS R _d (m)	SINGLE LANE		TWO-WAY IN- SEPARATION Lanes Note
	PUBLIC FACILITIES & COMMERCIAL PROPERTIES	DOMESTIC PROPERTIES	
7.6 to 11.9	3.9	3.6	-
12.0 to 19.9	3.4	3.1	6.1 Note 21
20.0 to 50.0	3.2	3.0	6.3
>50.0	3.0	3.0	5.5

1. FOR PUBLIC DOMAIN AREAS REFER TO PUBLIC DOMAIN TECHNICAL MANUAL FOR ADVICE REGARDING STRUCTURAL DESIGN AND WEARING SURFACE REQUIREMENTS ON VEHICULAR CROSSINGS, AND FOOTPATHS.
2. ROLL KERB AND GUTTER IS NOT TO BE USED FOR NEW INSTALLATIONS. IT IS INCLUDED IN THESE DRAWINGS TO DEMONSTRATE DRIVEWAY CONSTRUCTION REQUIREMENTS FOR EXISTING ROLL KERB AND GUTTER INSTALLATIONS.
3. FOR JOINT TYPES REFER TO DRAINING 5002, C30



<div style="display: flex; justify-content: space-between;"> <div> <p>DATE: 08/09</p> <p>SCALE: A8</p> <p>DATE: 08/09</p> </div> <div> <p>APPROVED FOR COUNCIL USE ONLY</p> <p>DESIGNED: CIVIL</p> <p>DATE: 08/09</p> </div> <div> <p>ASSISTANT MANAGER</p> <p>DESIGN & TECHNICAL SERVICES MANAGER</p> </div> </div>										NORTH POINT	
<div style="display: flex; justify-content: space-between;"> <div> <p>CITY OF WOLLONGONG</p> <p>ENGINEERING STANDARD DRAWINGS</p> <p>VEHICULAR CROSSING DETAILS</p> <p>RESIDENTIAL TYPE - ROLL KERB & MINIMUM DRIVEWAY DIMENSIONS</p> </div> <div>  <p>wollongong City of Innovation</p> </div> <div> <p>DESIGN P.C. No. A3</p> <p>FILE NUMBER 5000</p> <p>SHEET C31 OF 3 SHEETS</p> <p>DRAWING No. ISSUE</p> </div> </div>										<p>DESIGN P.C. No. A3</p> <p>FILE NUMBER 5000</p> <p>SHEET C31 OF 3 SHEETS</p> <p>DRAWING No. ISSUE</p>	



HEIGHT ABOVE GUTTER (M/FEET)					
Xm	A B C D				
	9.0	0.22	-0.04	-0.50	-0.88
9.5	0.22	-0.04	-0.73	-1.01	
10.0	0.22	-0.04	-0.85	-1.13	
10.5	0.22	-0.04	-0.98	-1.26	
11.0	0.22	-0.04	-1.10	-1.38	
11.5	0.22	-0.04	-1.22	-1.51	
12.0	0.22	-0.04	-1.35	-1.63	
12.5	0.22	-0.04	-1.48	-1.76	
13.0	0.22	-0.04	-1.60	-1.88	
13.5	0.22	-0.04	-1.73	-2.01	
14.0	0.22	-0.04	-1.85	-2.13	
14.5	0.22	-0.04	-1.98	-2.26	
15.0	0.22	-0.04	-2.10	-2.38	
15.5	0.22	-0.04	-2.23	-2.51	
16.0	0.22	-0.04	-2.35	-2.63	
16.5	0.22	-0.04	-2.48	-2.76	
17.0	0.22	-0.04	-2.60	-2.88	
17.5	0.22	-0.04	-2.73	-3.01	
18.0	0.22	-0.04	-2.85	-3.13	
18.5	0.22	-0.04	-2.98	-3.26	
19.0	0.22	-0.04	-3.10	-3.38	
19.5	0.22	-0.04	-3.23	-3.51	

HEIGHT ABOVE GUTTER (M/FEET)					
Xm	A B C D				
	20.0	0.22	-0.04	-3.35	-3.63
20.5	0.22	-0.04	-3.48	-3.76	
21.0	0.22	-0.04	-3.60	-3.88	
21.5	0.22	-0.04	-3.73	-4.01	
22.0	0.22	-0.04	-3.85	-4.13	
22.5	0.22	-0.04	-3.98	-4.26	
23.0	0.22	-0.04	-4.10	-4.38	
23.5	0.22	-0.04	-4.23	-4.51	
24.0	0.22	-0.04	-4.35	-4.63	
24.5	0.22	-0.04	-4.48	-4.76	
25.0	0.22	-0.04	-4.60	-4.88	
25.5	0.22	-0.04	-4.73	-5.01	
26.0	0.22	-0.04	-4.85	-5.13	
26.5	0.22	-0.04	-4.98	-5.26	
27.0	0.22	-0.04	-5.10	-5.38	
27.5	0.22	-0.04	-5.23	-5.51	
28.0	0.22	-0.04	-5.35	-5.63	
28.5	0.22	-0.04	-5.48	-5.76	
29.0	0.22	-0.04	-5.60	-5.88	
29.5	0.22	-0.04	-5.73	-6.01	
30.0	0.22	-0.04	-5.85	-6.13	
30.5	0.22	-0.04	-5.98	-6.26	

LOW SIDE PROPERTIES

NOTE:
WHERE DRIVEWAYS ADJOIN ROLL KERB AND GUTTER DEDUCT 0.02m
FROM ALL HEIGHTS

FOR INTERMEDIATE DISTANCES HEIGHTS C & D CAN BE CALCULATED USING THE FOLLOWING FORMULAE

$$C = -(0.25 \times X_m) + 7.65$$

$$D = -10.25 \times X_{\text{III}} + 1.37$$

										DATE		SURVEYOR		DRAWN		DATE		APPROVED		NORTH POINT		CITY OF WOLLONGONG		DESIGN P/C No.		A			
										ADMITT		FIELD BOOK		DESIGNED		DATE		ASSISTANT MANAGER				ENGINEERING STANDARD DRAWINGS		SHEET		OF			
										RELATED PLANS								/ DESIGN & TECHNICAL SERVICES MANAGER		MAXIMUM INTERNAL GRADING		wollongong		SHEETS		SHEET No.			
																		DATE		DOMESTIC DWELLINGS		5000		C33		ISSUE			
A										ADMITTED AUGUST 09		AS										DESIGN & TECHNICAL SERVICES		DRAWING No.		A			
ISSUE										DESCRIPTION		SCALE		CHECKED		DATE						wollongong		5000		C33		A	
10										20		30		40		50		60		70		80		90		100mm OR ORIGINAL PLAN			



TAX INVOICE

Bora Developments
24 Wollongong Street
SHELLHARBOUR NSW 2529
AUSTRALIA
ABN: 85 114 648 341

Invoice Date
31 Aug 2021

Invoice Number
53642

Reference
001ACA

ABN
54 144 576 983

Rowles Site
Solutions Pty Ltd
P: 1300 858 143
A: 14 Waverley Dr
Unanderra NSW 2526
accountsreceivable@rowles.net.au

Description	Quantity	Unit Price	GST	Amount AUD
Item: Slab Stage - Up to 300 sqm Date: 31-08-2021 Pickup Address: Lot 14 #1 Acacia St, WINDANG, NSW Job ID: 219096	1.00	936.25	10%	936.25
Subtotal				936.25
TOTAL GST 10%				93.63
TOTAL AUD				1,029.88

Due Date: 14 Sep 2021

Please make sure that the below bank details are used for payment,
There is a scam happening that requests bank details to be updated,
The only way we will ask our customers to update our payment details is:
Here on our invoices, or on a Rowles Site Solutions Letter Head.

DIRECT DEPOSIT
Bank: NAB
ACC: 19-336-0693
BSB: 082-916

EFTPOS & VISA/MASTERCARD
***Please note: Payments received after the end of month will not be reflected on this statement.

CHEQUE:
Made Payable to: Rowles Site Solutions Pty Ltd
Sent to: PO Box 263, Unanderra NSW 2526

This is a payment claim made under the Building and Construction Industry Security of Payment Act 1999 NSW



TAX INVOICE

Bora Developments
24 Wollongong Street
SHELLHARBOUR NSW 2529
AUSTRALIA

Invoice Date
22 Oct 2021

Invoice Number
55851

Reference
001ACA

ABN
54 144 576 983

Rowles Site
Solutions Pty Ltd
P: 1300 858 143
A: 14 Waverley Dr
Unanderra NSW 2526
accountsreceivable@rowles.net.au

Description	Quantity	Unit Price	GST	Amount AUD
Item: Gyprock Stage - Up to 300 sqm Date: 22-10-2021 Pickup Address: Lot 14 #1 Acacia St, WINDANG, NSW Job ID: 244314	1.00	936.25	10%	936.25
Subtotal				936.25
TOTAL GST 10%				93.63
TOTAL AUD				1,029.88

Due Date: 5 Nov 2021

Please make sure that the below bank details are used for payment,
There is a scam happening that requests bank details to be updated,
The only way we will ask our customers to update our payment details is:
Here on our invoices, or on a Rowles Site Solutions Letter Head.

DIRECT DEPOSIT

Bank: NAB
ACC: 19-336-0693
BSB: 082-916

EFTPOS & VISA/MASTERCARD

***Please note: Payments received after the end of month will not be reflected on this statement.

CHEQUE:

Made Payable to: Rowles Site Solutions Pty Ltd
Sent to: PO Box 263, Unanderra NSW 2526

This is a payment claim made under the Building and Construction Industry Security of Payment Act 1999 NSW



Clarke's
Waterproofing

Clarke's Waterproofing

ABN 67 629 975 239

Lic. No. 174777C

Paul 0404 078 656

clarkewaterproof@bigpond.com

CLARKE'S WATERPROOFING CERTIFICATE

Work performed at 1 Acacia St, Windang.
Waterproofed 1 Bathroom, 1 Ensuite, 1 Laundry, 1 Toilet.

- Floor surfaces and walls cleaned and vacuumed.
- Primed with WPA 360
- A bead of WPA FC bathroom sealant was applied around floor perimeters 2.1 Mt in shower areas and floor waste outlets.
- WPA FC sealant was also applied on nails, screws and shower taps.
- Aluminium angle at doorway for water stop.
- Plastic angle was placed in shower area for water stop.
- WPA 500 Membrane was then applied on wet area, 150mm around perimeters, 2.1 Mt in shower wall areas. Then the complete floor in wet area coated with WPA 500 Membrane at Approx..1.5L per m2 and down into drain outlets.
- All work done to Australian Standards AS 3740 2010
- Warranty 6 years from completion date.

03/11/2021

John Clarke

Paul Clarke

Licence No. 174777C

TALAK ELECTRICAL SERVICES PTY LTD

A.B.N 50 095 624 114
Lic No 250571 C

Ph: (02) 42 62 7993 Mobile: 0417 440 851
Email: admin@talakelectrical.com.au
PO Box 686 Dapto NSW 2530

SMOKE ALARM REPORT

6th December 2021

Bora Developments

Electrical works for 1 x single level residence at 1 Acaia St Windang NSW 2528

- Supply and install 2 x electric smoke alarms with battery backup throughout the residence.
- Installed in accordance with S.A.A wiring rules, BCA clause Part 3.7.2, BCA Part 3.7.5, A.S standards A.S 3786 - 2014, A.S.11670 (Part 1), A.S. 3000, A.S.3008.1 and all relevant safety codes.
- Test and commission the above installation.



Tony Talakovski
Managing Director

CERTIFICATE OF COMPLIANCE – ELECTRICAL WORK

Customer COPY

CERTIFICATE NO 21568672

CUSTOMER DETAILS

Name BORA DEVELOPMENTS

Telephone Contact

Site Address 1 Accacia

Meter No:

Cross Street Winding

Postcode 2528

NMI (Mandatory) 4311382922

INSTALLATION WORK DETAILS Indicate the type of installation and types of work performed under this Notice

Type of Installation ☒ Residential ☐ Commercial ☐ Industrial ☐ Rural ☐ Other

Special Conditions ☐ over 100 amps ☐ High Voltage ☐ Hazardous Area ☐ Generator ☐ Unmetered Supply

CERTIFICATE MUST BE ISSUED TO THE CUSTOMER FOR ALL ELECTRICAL WORK

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

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

DETAILS OF EQUIPMENT

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

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

The work has been carried out
or supervised by:

TOMY TALAKOVSKI

Licence No: 56867-C

TEST REPORT

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

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

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

Name: TOMY Talakovski

Licence No: 56867-C

Signature: T. Talakovski

Date of Testing: 31-8-21

CERTIFICATION

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

Name: Tomy Talakovski

Licence No: 56867-C

Signature: T. Talakovski

Date of Notice: 31-8-21

Address: PO BOX 686 DAPTO 2530

Telephone No. or Other Contact 0417440851

ELECTRICITY DISTRIBUTOR (DNSP) REMARKS

Inspected
by:

Date

Comments:

NECA

National
Electrical and
Communications
Association

Compliance Certificate

1. Property description

Street address

ACACIA STREET LOT 14 #1

WINDANG NSW

Postcode **2528**

Lot & plan details

Local Government Area

BASIX certification

Certificate number **0005352158**

Date of issue **02/11/2020**

2. Description of component/s certified

The Delivery of Manufactured Window and Door Products

3. Basis of certification

Detail the basis for giving the certificate and the extent to which tests, specifications, rules, standards, codes of practice and other publications, were relied upon.

Fenestration products supplied have been manufactured and glazed in compliance with the specifics of AS1288-2006 Glass in Buildings.

Fenestration products supplied have been manufactured in compliance with the performance criteria nominated in AS2047-2014 relating to AS4055-2012 pressures for Housing Building Class N3 (SLS = 600, ULS = 1400, Water rating = 150) applied to nominated Windows & Doors specific to building design envelope.

Nominated Fenestration products supplied have been manufactured to a performance rating of BAL = 12.5 and comply with the specifics of the Construction of Buildings in Bushfire prone zones AS3959-2018 specified by the customer/tender request when either: the DTS screen provisions (windows only) are supplied and installed by Bradnam's for the nominated BAL level; or the DTS screen provisions (windows only) are completed by others to comply with the relevant clauses in AS3959 for the nominated BAL Level.

Product Test reports pertaining to the performance criteria nominated AS2047 - 2014 form the basis of the DTS compliance pathway within the NCC - 2019. Bradnam's Windows and Doors is a Platinum / audited member of the AGWA with a Current certificate of Accreditation- Member number 046 and also has a fully accredited and audited NATA Laboratory - Accreditation number 3320, both of which satisfy the requirements detailed in Part A5, VOL2 NCC - 2019.

4. Reference documentation

(Bradnam's Reference: 1899388)

(Customer Reference: 001/ACA)

5. Building certifier reference number

Building certifier reference number

6. Competent person details

Name

Daniel Quinn

Company name

Bradnam's Windows and Doors Pty Ltd

Contact person

Robert Prieto

Phone no. (business hours)

02 8808 8100

Mobile no.

Fax no.

02 8808 8111

Email address

daniel.quinn@bradnam's.com.au

Postal address

4 Harvey Road

Kings Park NSW

Postcode 2148

7. Signature of competent person

Signature



Date

7/12/2021

10/10/2022

Re – Item 5.4 Final Occupation Certificate Requirements List

Timber Balustrading Installation Certificate

To whom it may concern,

Please be advised that all relevant balustrading completed on the property located at 1 Acacia Street Windang NSW 2528, complies with the required building standards and code (as per BCA part 3.9.2 - balustrades and AS1684 – timber). All balustrading is structurally adequate as per the requirements of AS1170.

Your sincerely

Nelson P Kreilis

Licence Number: 370486

Address: 13 Dymock St Fairy Meadow 2519

Contact: 0406564604



10/10/2022

Re – Item 5.6 Final Occupation Certificate Requirements List

Shower Screen Installation Certificate

To whom it may concern,

Please be advised that installation of the shower screen at the property located at 1 Acacia Street Windang NSW 2528, complies with the required building standards and code (as per BCA part 3.6 and AS1288).

The screen, measuring 2000mm x 750mm x 10mm and was manufactured by Future Glass. The product is made with toughened glass and complies with standards as per AS/NZS 2208:1996.

Yours sincerely

Nelson P Kreilis

Licence Number: 3670486

Address: 13 Dymah st Fairy Meadow 2519

Contact: 040 656 4604

N.K. 



ATAK
Plumbing Civil & Excavations Pty Ltd

10 Hamilton Street
PO Box 308
DAPTO NSW 2530

Phone: 02 4261 3565
Mobile: 0400 871 744
Email: info@atakplumbing.com.au

Licence 56199C
ABN 35 627 197 157

3 December 2021

CERTIFICATE

Installation of Stormwater Drainage

Site Address: 1 Acacia St, Windang

Owner/ Builder: Bora Developments

This is to certify that the Stormwater drainage, which includes downpipes, connection to street gutters and any other approved collection systems have been installed in accordance with AS/NZS-3500.3 and BCA part 3.5.2 (Gutters and Downpipes), part 3.1.2 (Drainage), part F1, F1.1 (stormwater drainage), F 1.5 (roof coverings). The rainwater re-used system has been installed as per the approved plans and the system is suitable of operating as designed.

Any alternative water supply has been installed in the building and connected as per the BASIX Certificate requirements.

Kind regards

Adam Christofides
Director



ATAK

Plumbing Civil & Excavations Pty Ltd

10 Hamilton Street
PO Box 308
DAPTO NSW 2530

Phone: 02 4261 3565
Mobile: 0400 871 744
Email: info@atakplumbing.com.au

License No 56199C
ABN 35 627 197 157

3 December 2021

Certificate

Installation of Hot Water Services

Site Address: 1 Acacia St, Windang
Owner/ Builder: Bora Developments

This is to certify that a new hot water system was installed to deliver hot water to a maximum temperature of 50 degrees Celsius by the method of "Pre-set Hot Water System" and in accordance with Part J7 and AS/NZS3500.4.

Kind regards

Adam Christofides
Director

CERTIFICATE OF COMPLIANCE

- for Plumbing and Drainage Work

Please supply requested information correct and neatly

PROPERTY & OWNERS DETAILS

House 1	Street Acacia	Suburb WINDANG	Postcode 2528
Lot No 14	SP No	DP or PDP 19008	Nearest Cross Street
Owner's Name Bora Developments		Full Address PO Box 4190 SHELLHARBOUR NSW 2529	

LICENCEE'S DETAILS

Full Name Adam Christofides	Address for Notices P.O. BOX 308 DAPTO NSW 2530
Phone No. 0412 671 741	Qualified Supervisor No.
	Expiry Date
Licence No. 56199C	Licence No. 31/05/2023

WORK OF WATER SUPPLY

Give full Description of Work to be carried out

<input checked="" type="checkbox"/>	Install Water Supply
<input type="checkbox"/>	Install Irrigation System
<input type="checkbox"/>	On-site Alternative Water Services
<input type="checkbox"/>	Install/Commission/Maintenance of Thermostatic Mixing Valve
<input checked="" type="checkbox"/>	Connection to water supply
<input type="checkbox"/>	Install, alter, disconnect or remove a backflow prevention device
<input type="checkbox"/>	Other

PLUMBING WORK TO COMPLY WITH

☒ PCA DTS

☐ PERFORMANCE

☐ COMBINED

WORK OF SANITARY PLUMBING/DRAINAGE AND SUPPLY DRAINAGE PLAN

Give full Description of Work to be carried out

<input checked="" type="checkbox"/>	Carry out work of sanitary plumbing/drainage
<input checked="" type="checkbox"/>	Connection to Sewer
<input type="checkbox"/>	Sewer Disconnection
<input type="checkbox"/>	Carry out Trade Waste
<input type="checkbox"/>	Other

DRAINAGE WORK TO COMPLY WITH

☒ PCA DTS

☐ PERFORMANCE

☐ COMBINED

SEWERAGE/WATER SERVICE INSPECTION FEE

Date Fee Paid 2/07/2021	Date of Commencement of Work 2/07/2021	Estimate Date of Completion 29/03/2022
Amount 330	Reference No: AA202121141	Work Completed On:

I Adam Christofides, 56199C certify the following matters for submission to the Regulator:

- I am the responsible person as that defined in the Plumbing and Drainage Act 2011. That is, I am the holder of the relevant contractor licence or supervisor certificate.
- The work was carried out by or under the supervision of me as the responsible person.
- Where required by section 11 of the Plumbing and Drainage Act 2011, I have given written notice of any identified pre-existing defective plumbing and/or drainage work Yes ☐ N/A ☐
- The work is code compliant in that it complies with the Plumbing Code of Australia and any other standard prescribed by the regulations.
- If any defect is found to be carried out by me within a period of two (2) years or within the time specified by the Regulator, from the date of the final inspection, and the Regulator certifies by written notice that in their opinion the defect is due to fault workmanship or defective materials, then I undertake to rectify such work at my sole expense, if directed by the Regulator within time specified by the Regulator.

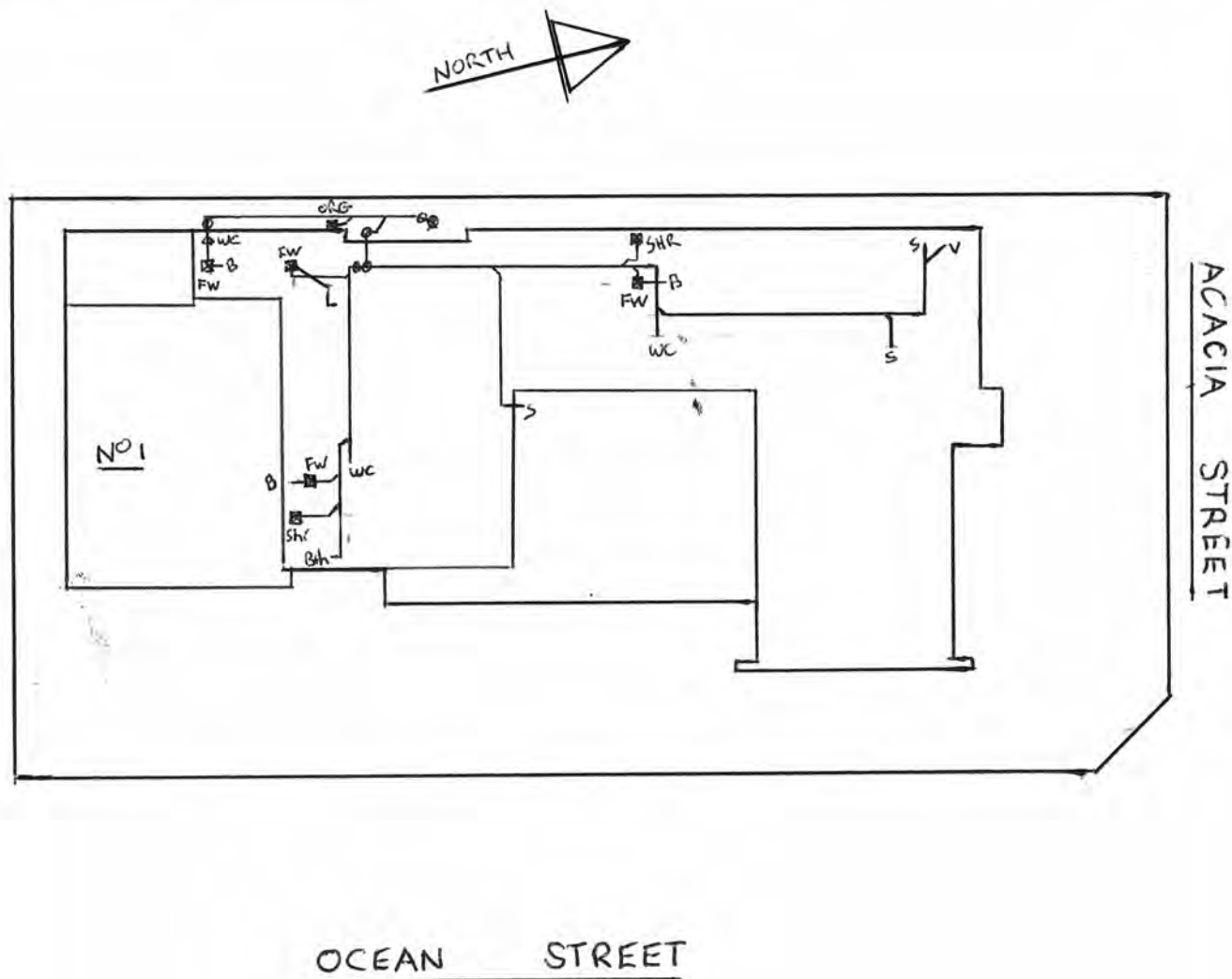
SEWER SERVICE DIAGRAM

Lot No. 14 DP No. 19008 House No. 1 Street ACACIA
 SUBURB OF WINDANG LGA. WOLLONGONG
 Licence No. 56199C SCALE 1:200 SSD No. _____
 Signature: _____ Now / COC No. E243656 Date 6/10/21

	Boundary Trap	AAV	Air Admittance Valve	BS	Sink (bar)		Chr	Chamber
	Inspection Shaft	B	Basin	(L)	Trough (laundry)		Pit	Pit
	Inspection Opening	Bth	Bath Waste	WC	Water Closet		G	Grease Interceptor
	ORG Gully	Bid	Bidet		Vertical Pipe			Pump Unit
	FW	CO	Clean Out		Waste Stack			Onsite Treatment System
	Vertical Junction	FW	Floor Waste Gully		Sewer Vent Pipe			Reflux Valve
	Sloped Junction	Shr	Shower		Vent Pipe			Sealed Capped Point
	On Back Junction	S	Sink (kitchen)	IPMF	Induct Pipe Mica Flap			Prov Provisional (future) drain point

NOTES: • This diagram was supplied by the plumber/drainage whose licence number appears above.
 • It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate.
 • Any broken/dashed lines denote the assumed (not verified) position of private sewerage services.
 • Further acceptable abbreviations may be used as identified in AS/NZS 3500.2.2003 Sanitary Plumbing and Drainage Table 6.1 and Fair Trading's Sewer Service Diagram Requirements document.

© State of New South Wales through NSW Fair Trading April 2014



PESTFORCE ILLAWARRA

PH: 4257 6905

Certificate of Installation in accordance with AS 3660.1-2014

Terms and Conditions

DISCLAIMER OF LIABILITY TO THIRD PARTIES: --Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this Certificate of Installation. Any third party acting or relying on this Certificate of Installation, in whole or in part, does so entirely at their own risk. This disclaimer does not apply to persons responsible for Building Approvals.

1. Prior to the site being prepared the builder should have ensured that all termite activity found was eradicated in accordance with AS 3660.1-2014. Prior to work commencing, the builder should have arranged for a qualified licensed person to inspect the site to investigate and eradicate all economically important termite nests found. The failure to have this inspection carried out may mean that termite nests may not have been found and eradicated and may still be active under the construction. See clauses 3 and 10 below.

2. The effectiveness of this installation is dependent upon the provision of a complete (full) termite management system being installed in accordance with AS 3660.1-2014 using approved termiticides, systems and/or products. If the system(s) are disturbed, breached or bridged then concealed entry by subterranean termites is possible.

3. No liability is accepted for any failure of a termite management system and this firm warrants only too provide such remedial action as may be necessary during the first 12 months from the date of this Certificate. No such warranty is provided if there are limitations listed on this Certificate or if the system is an incomplete system or if the builder has not arranged for the termite eradication in clause 1 above.

4. The termite management system(s) installed, as detailed on this Certificate and in the diagram, provide a treatment against subterranean termites only. The termite management system is not a defence against any other pest(s) and in particular does not provide any treatment against drywood (KALOTERMITIDAE) or dampwood termites.

5. No responsibility is accepted, or warranty implied, for any termite damage that may occur as the result of termite activity, either past, current or in the future.

6. The termite management system(s) can be rendered ineffective due to building alterations, renovations, additions (pergolas, awnings, verandas etc), introducing infested materials, timber offcuts, wood chips and formwork left on site &/or materials being stored against the building. External termite management systems can be destroyed by the installation of lawns, gardens, pathways, landscaping etc adjacent to the building. When making such changes you should first contact this firm. Where such changes are made a further termite management system installation is essential.

7. When installing paths, lawn, gardens etc it is very important not to cover air vents or weep holes. If the slab edge is exposed by 75 mm to form part of the termite management system then it is equally important not to cover the slab edge unless another form of termite management is installed. Again contact this firm before carrying out any such covering. Where such changes are made a further termite management system installation is essential.

8. Do not use untreated timbers for garden edges or retaining walls. Untreated timber attracts termites.

9. Good ventilation and drainage are important, as poor ventilation and drainage greatly increases the risk of termite attack.

10. This firm takes NO RESPONSIBILITY for the concealed entry by termites resulting from poor building design or poor building practices.

11. It is the building owner's responsibility to ensure that the inspections, recommended in AS 3660.2--2000, are performed. Please contact this firm.

VERY IMPORTANT

If you become aware of the presence of termites within the grounds or on or within the building you should contact this firm or another termite management firm immediately. You should also notify this firm if you become aware that the installed termite management system has been breached or bridged in any way.

The Australian Standard recommends that inspections be carried out by a suitably qualified person, at intervals no greater than 12 months and where termite "pressure" is greater, this interval should be shortened. Inspections WILL NOT stop infestation of termites; however, the damage which may be caused will be reduced when the infestation is found at an early stage. Termites can build around termite management systems; but can be detected during the recommended inspections.

Modern termiticides have a limited life expectancy (Period of Protection). The termiticide soil treatments will need to be re-installed. The timing can only be determined by regular, competent inspections as recommended by AS 3660.2-2000 and carried out by a qualified experienced termite inspector competent in Unit 8 "Inspect and Report on Timber Pests" & Unit 10 "Control Timber Pests" of the National Pest Management Competency Standards or equivalent.

IMPORTANT INFORMATION: Termite management systems installed during construction of the building are designed to discourage termites from gaining concealed entry to the property. Termite management systems may be bridged by termites, however the evidence of the termite entry will normally be evident to the inspector. A treatment in accordance with AS 3660.2-2000 to eradicate such an infestation will be required. i

Certificate of Installation

in accordance with

AS 3660.1-2014 --New Building Work

Certificate N^o: 1 Acacia

Name of owner or builder soliciting the work: Bora Developments

Property Treatment Address: 1 Acacia St Windang

State: NSW

Post Code 2529

Treatment completion Date: 03-08-21

Note: This Certificate of Installation is to be supplied to the person soliciting the work. If they are not the owner they should supply a full copy to the Building Owner.

Termite Management System(s) Installed to AS 3660.1

A Physical Termite Management System

1. Termseal Ura-Fen to perimeter of slab areas
2. Termseal Ura-Fen as ant capping to bearer and joists section
3. Homeguard Collars

The method of installation was in accordance with the product installation manual and/or Product Label.

The service life given on the manufacturer's product label is: Up to 50 Years* (limitations apply)

The installation was completed on 03rd August 2021

The installation has been integrated with the concrete poured by the builder to form the termite management system.

If the treated zone is not complete further work may be required as partial treated zones are not effective and may allow undetected Termite entry. You should consult with the builder. See the limitations below.

Concrete slab Construction

If the installed termite management system is integrated with the concrete then the concrete forms an integral part of the termite management system to this structure. In this case, the Builder should be asked for a Certificate from the concrete firm that the concrete has been poured in accordance with AS 3600 or AS2870--2011 and amendments.

The type of Concrete slab – slab on ground

Inclusions incorporated with the slab or under it:

The number of slab penetrations treated was: 7

The perimeter of the slab edges treated approx. meter length was approx 30 meters

The Bearer and joists + pier caps meter length was 10mts (*penetrations/ perimeter/ ant capping as per diagram*)

Durable Notice: Supplied with certification

LIMITATIONS: that apply to the installation(s) above are:

* Maximum 12 month service warranty by installer applies to treated zones only. (pipe penetrations, perimeter of new slab and ant capping section only)

Maximum 12month manufacturers product warranty applies, renewable providing documented annual standard termite inspections by qualified trade as per AS3660 with all recommendations in document implemented. All warranties void when no annual termite inspections are documented

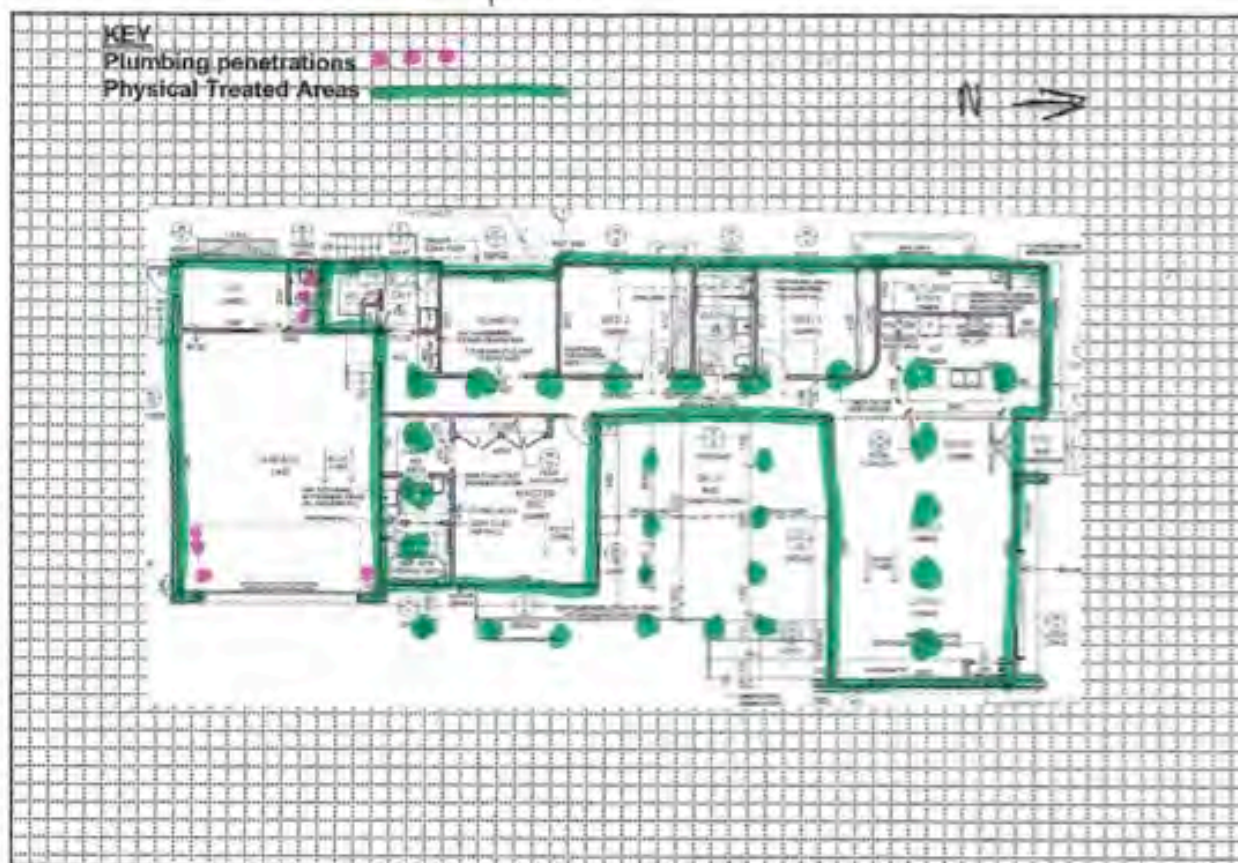
It is recommended by the Australian Standard AS 3660.2 that the building and its surrounds are inspected by a qualified Timber Pest Inspector at least every twelve (12) months and strongly recommends that more frequent inspections should be carried out.

We recommend an inspection of the building and the surrounds every: 12 Months

(We also recommend an inspection prior to the installation of gardens, paths, lawns and other landscaping and again on completion of this work to ensure that this work does not breach any termite management system installed or allow concealed termite entry to the property.)

Terms and Conditions on Page 1 and important information on page 2 form an important part of this Certificate.

Diagram (not to scale) showing the location of the installed Termite Management System(s).
The direction of North is indicated by the ↑ symbol.



It is very important that the Termite Management System is not bridged or breached. This can happen when installing garden beds, lawn or other landscaping or building works. You should contact this firm prior to carrying out any such work. **DO NOT** disturb the treated areas in any way.

Frequent inspections are very important. Termite Management Systems do not kill off or stop termites. The termite management systems are installed to prevent concealed access only. The treated zones are designed to force the termites into the open. Thus the mud tubes that they use to gain access may be seen during inspections. For this reason such inspections should be carried out at least annually. A Termite treatment in accordance with AS 3660.2-2000 can then be carried out to eradicate the termites.

If you become aware of any activity **do not disturb the termites** in any way. You should notify this firm as soon as possible. Please contact us if ever you have any concerns about Termites or the effectiveness of the Termite Management System(s) installed.

Installation Firm: PestForce Illawarra Telephone: 0421959855

Name of Installer: Bill Richards

Installer's Licence No.: 5071030

Signature:

Date: 03-08-21

BUILDING CODE

I, David Kerr, the builder of the dwelling erected at 1 Acacia St, Windang advise that the building has been constructed in accordance with the provisions of the Building Code of Australia.


.....
Signature

...David Kerr.....
Name

...28.04.22.....
Date

...183438C.....
Licence number



PEER Consulting Engineers

More than just engineers!

PEER Consulting Engineers Pty Ltd
PROJECT MANAGEMENT • CIVIL • STRUCTURAL

info@peerce.com.au

www.peerce.com.au

0450 088 370 | 07 3209 4702

Unit 1/82 Compton Road, Woodridge Qld, 4114

Screw Piling Compliance Certificate

Date	15/07/2021
Project	Single Storey Dwelling with Metal Roof
Address	Lot 14, 1 Acacia Street, Windang NSW 2528

To whom it may concern,

I, Mengting (Nike) Zhao, from **PEER Consulting Engineers** certify that an appraisal and review has been conducted of the installation summary provided (Dated: 09/07/2021) with respect to the drilling and installation of structural screw piers at the subject site, and that the undertaken works:

- Have achieved the *minimum* Safe Working Load (SWL) in axial compression specified in the structural engineering design prepared by MSL Consulting Engineers (Job No. 20333. Rev B) based on measured torque at the time of installation and established Capacity-Torque-Correlations. A 60kN SWL was accepted by Michael Pereira from MSL Consulting Engineers as per email confirmation received on 6th July 2021.
- Were installed to uniform bearing strata based on measured installation torque.
- Were installed as per the approximate layout specified by the aforementioned structural engineering design.

The installation summary may be provided upon request.

PEER Consulting Engineers maintains indemnity insurance concordant with the scope of the undertaken works to the satisfaction of its Client; however, our involvement in this shall in no way be construed of relieving other parties of their legal obligations.

If you require any further information, please do not hesitate to contact us at any time.

Sincerely,

Mengting (Nike) Zhao

B.Eng (1ST Class Hons.) MIEAust, RPEQ, RPEng

Director/

Principal Civil and Structural Engineer



10 May 2021

Our Ref; SA20333

Jacqui hyslop

Email: Jacqueline.hyslop5@gmail.com

Dear Jacqui,

RE No. 1 Acacia Street, Windang

STRUCTURAL ADEQUACY

Elements

- Screw piles
- Pad footings
- Reinforced concrete strip footing reinforcement
- Structural Steel Framing
- Waffle pod slab reinforcement
- Concrete Pool

Drawings; 20333; S01-S07 Rev B.

The design of the above elements was carried out by this firm. It is structurally adequate, complies with the relevant Australian Codes, and is suitable for the proposed usage.

Computations for the design have been carried out by a practising qualified Structural Engineer.

Inspections have been carried out of above elements, during construction and at the time of inspection the above elements were found to be satisfactory and in accordance with the drawings and site instructions provided.

This report shall not be construed as relieving other parties of their contractual obligations.

If any clarification of the above is required or you would like us to have further input, please contact the undersigned.

Yours faithfully

MSL Consulting Engineers Pty Limited

Michael Pereira

Senior Structural Engineer

B.E (Civil) MIE Aust NER (2588127) NSW PER (PRE0001157)



1 June 2022

Our Ref: SC20333-Amdt 1

Bora Developments
PO Box 4190
SHELLHARBOUR NSW 2529

Attention: Kate Kerr

Dear Kate,

RE: Proposed New Residence at No.1 Acacia Street, Windang

Certificate of Design – Structural

Elements: Screw piles, pad footings, reinforced concrete strip footings, waffle pod slab, structural steel framing, concrete pool

Drawings: 20333 S01 to S07 Revision B

Pursuant to the provisions of Clause A2.2 of the Building Code of Australia 2019 Amendment 1, I hereby certify that the above design is in accordance with normal engineering practice and meets the requirements of the Building Code of Australia 2019 Amendment 1, relevant Australian Standards. In particular the design is in accordance with the following: AS/NZS 1170.0-2002, AS/NZS 1170.1-2002, AS/NZS 1170.2-2021, AS/NZS 1170.4-2007, AS 3600-2018, AS 4100-2020 and BCA part 2.1.

The above elements have been designed to withstand forces of flood water, debris and buoyancy up to and including the Probable Maximum Floor (PMF) plus freeboard being RL 3.69 AHD.

Computations for the design have been carried out by a practising qualified Engineer.

I am an appropriately qualified and competent person in this area, I am a Corporate Member of the Institution of Engineers Australia and on the National Engineers Register, as such can certify that the design and performance of the design systems comply with the above and detailed on the above drawings.

I possess Indemnity Insurance to the satisfaction of the building owner.

This report shall not be construed as relieving other parties of their contractual obligations.

If any clarification of the above is required or you would like us to have further input, please contact the undersigned.

Yours faithfully

MSL Consulting Engineers Pty Limited



Michael Pereira

Senior Structural Engineer

B.E (Civil) MIE Aust NER (2588127)

NSW Professional Engineer Registration (PRE0001157)

NSW Design Practitioner Registration (DEP0001754)

NSW Principal Design Practitioner Registration (PDP0000589)

BUSHFIRE COMPLIANCE CERTIFICATE

1 Acacia St, Windang

In accordance with construction standards for buildings in bushfire-prone areas set out in the Australian Standard 3959-2009, *Construction of Buildings in Bushfire-prone Areas*. This certificate is to advise that all recommendations and standards have been adhered too at the above property that has a recommended BAL 12.5 classification



Signed

__David Kerr__

Name

__28.04.22__

Date

__183438C__

Licence Number

SLIP RESISTANCE

SITE: 1 Acacia St Windang

Please be advised the internal stairs have been finished with anti slip product, LOBADUR WS2K Duo Anti-slip. This finish achieves compliance with the slip resistance requirements of the BCA and AS4586-2013.



Signed

David Kerr

Name

28.04.22

Date

183438C

Lic.



CITY BUILDING | APPROVALS

RECORD OF A MISSED CRITICAL STAGE INSPECTION APPLICATION

IN ACCORDANCE WITH CL 162C OF THE ENVIRONMENTAL PLANNING
& ASSESSMENT REGULATION 2000

PROPERTY DETAILS

Unit/Street No: 1 Street Name: ACACIA ST Suburb: WINDANG
State: NSW Post Code: _____ Council Area: WOLLONGONG
Lot No: 14 Section No: C DP No: 19008

DEVELOPMENT DETAILS

Development Consent number(s) DA: 2020/1289
Construction Certificate (CC) Number: _____
Complying Development Certificate (CDC) Number:

Type of Development:

- | | | |
|--|--|---|
| <input checked="" type="radio"/> Dwelling | <input type="radio"/> Dual Occupancy | <input type="radio"/> Multi Dwelling Housing |
| <input checked="" type="radio"/> Pools / Decks / Fencing | <input type="radio"/> Attached Dwelling | <input type="radio"/> Balconies, Decks, Patios, Terraces or Verandas |
| <input type="radio"/> Demolition | <input type="radio"/> Secondary Dwelling | <input type="radio"/> Alterations and additions to a residential dwelling |
| <input type="radio"/> Boarding House | <input type="radio"/> Retaining Walls | <input type="radio"/> Garages, Carports and Car Parking Spaces |
| <input type="radio"/> Shed | <input type="radio"/> Protections of Trees | <input type="radio"/> Other |

Provide a description of the work you propose to carry out:

DEMO, NEW RESIDENCE, POOL



CITY BUILDING | APPROVALS

PRINCIPAL CONTRACTOR / OWNER BUILDER DETAILS

OWNER-BUILDER *(Attach copy of permit)*

Permit No.: _____

Name: _____

Phone: _____

OR

CONTRACTOR-BUILDER

Licence No.: 183430C

Name: BORA DEVELOPMENTS

Address: 106 PIONEER DR
FLINDERS

Phone: 0411 380 030

ABN: 85 114 648 341

Please find attached documentary evidence certifying that the work that would have been the subject of the missed critical stage inspection was satisfactory.

The work that would have been the subject of the missed critical stage inspection was satisfactory and in accordance with all relevant Australian Standards, approved plans and the NCC.

Total number of pages of supplementary material (Engineer Compliance Certificates): _____

Contractor Name: DAVID KERR Signature: D Kerr Date: 21.10.22

PRINCIPAL CERTIFIER AUTHORITY DETAILS

- **Certifying Authority:** Mile Petrovski **Registration number (NSW Fair Trading):** BDC1924
- **Certifying Authority:** Jessica Roskelly **Registration number (NSW Fair Trading):** BDC3301

MISSED CRITICAL STAGE INSPECTION DETAILS

- | | | |
|---|---|--------------------------------------|
| <input type="radio"/> Piers | <input type="radio"/> Waffle Pod Slab | <input type="radio"/> Suspended Slab |
| <input type="radio"/> Strip Footings | <input type="radio"/> Framing | <input type="radio"/> Wet Area |
| <input checked="" type="radio"/> Stormwater | <input type="radio"/> Swimming Pool Steel | <input type="radio"/> Bond Beam |
| <input type="radio"/> Retaining Wall | <input type="radio"/> Raft Slab | <input type="radio"/> Other |

Note: Engineer Compliance Certificate required for missed piers, strip footings, slabs & framing inspections.

Unavoidable circumstances for missing inspection:

ENGINEER INSPECTED + SIGN OFF PROVIDED

Non-Friable Asbestos Clearance Certificate


No Air Monitoring

SECTION A – CLEARANCE INSPECTION DETAILS			
CLIENT DETAILS			
Name of client:	Demospec Demolition & Excavation		
Client contact details:	0478772773		
Name and licence of asbestos removalist:	Demospec Demolition & Excavation	AD212313	
Name of asbestos removalist supervisor:	Anthony Jarmouche		
REMOVAL WORK DETAILS			
Date removal work was carried out:	14/05/21		
Site address where removal work was carried out:	1 Acacia street, Windang, NSW, 2528		
Details of the specific asbestos removal work area:	Suspect ACM (Asbestos Containing Material) removed from eaves around house. Suspect ACM removed from all 4 sides of the outside of the house. Suspect ACM removed from all walls and ceiling of front porch. Suspect ACM removed from all walls of kitchen. Suspect ACM removed from 4 sides of the garage. Suspect ACM removed from ceiling outside of garage.		
INSPECTION DETAILS			
Date of clearance inspection:	14/05/21	Time of clearance inspection:	11:00am

SECTION B – ASBESTOS REMOVAL WORK AREA VISUAL INSPECTION		YES	NO
Inspection of the specific area detailed in section A found no visible asbestos remaining as a result of the asbestos work carried out.		Yes	
Can the area be reoccupied?		YES	
Has additional information been attached? (e.g. photos, drawings, plans)		YES	
Limitations: Detail and trapped or inaccessible ACM that can be removed during demolition work.			

SECTION C – CLEARANCE DECLARATION		YES	NO
The asbestos removal work area and the surrounding area are free from any visible asbestos		YES	
The transit route and waste routes are free from any asbestos		YES	

All asbestos in the scope of the removal work has been removed	YES	
--	-----	--

Name:	Jesse Tran	Signature:	
Contact Number:	0448761744	ABN:	9965 7185 303
Qualifications and Experiences:	<ul style="list-style-type: none"> • Conduct Asbestos Assessment Associated With Removal – CPCCBC5014A • Remove Non-Friable Asbestos – CPCPCDE3014A • Demolition Supervisor 4 years • Asbestos Removal 10 years 		

Assessed and Written By:



Jesse Tran

Competent Person

Tran Asbestos Consulting

LIMITATIONS

This Inspection report covers the area(s) stated above tran Asbestos Consulting Pty Ltd takes no responsibility for any asbestos or other contamination found within demolition debris, the soil, inaccessible area, the sub-surface or other areas of the property not stated above.

Tran Asbestos Consulting Pty Ltd takes no responsibility if at the time of the clearance inspection that the Asbestos removal license holder and or it's representative has not made Tran Asbestos Consulting Pty Ltd aware of the following documents if applicable:

Safework NSW Improvement Notices
Safework NSW Prohibition Notices
Condition of development consult (if any) requiring a clearance certificate
Permits required for the works approved by Safework NSW
Asbestos Registers
Asbestos Removal Control Plans

It is expected that the Asbestos Removal Licence Holder and or it's representative has conducted works in accordance with the following but not limited to:

WH&S ACT 2011
WH&S ACT 2017
Code of Practice How To Manage and Control Asbestos in the Workplace September 2016 (SafeWork NSW)
How to Safety Remove Asbestos September 2016 (SafeWork NSW)
Code of Practice Demolition of Structures September 2016 (SafeWork NSW)
Demolition of Structures AS 2601 (2001)
Managing Asbestos in or on Soils Guide March 2014 (SafeWork NSW)

APPENDICES

Appendix 1



Appendix 2



Appendix 3



Appendix 4



Appendix 5



Appendix 6



10/10/2022

Re – Item 11.15 Final Occupation Certificate Requirements List

Fencing Compliance Certificate

To whom it may concern,

Please be advised that all relevant fencing completed on the property located at 1 Acacia Street Windang NSW 2528, complies with the required Australian building standards and code.

Colorbond 1.8m fencing has been used along the primary boundary as per approved DA with allowance as required for non-obstruction of free flowing waters.

Your sincerely

Nelson P Kreilis

Licence Number: 367048c

Address: 13 Dymock St Fairy Meadow 2519

Contact: ~~0406564604~~ 0406564604

N. Kreilis

10/10/2022

Re – Item 12.4 Final Occupation Certificate Requirements List

Swimming Pool Glass Fencing Installation and Compliance Certificate

To whom it may concern,

Please be advised that all relevant pool fencing completed on the property located at 1 Acacia Street Windang NSW 2528, complies with the required Australian standards and code.

The swimming pool is enclosed in accordance with Section 7 of the Swimming Pools Act 1992 and Australian Standard AS1926.1 2012. Building works have not compromised the swimming pool enclosure.

All glass fencing abides by the requirements of the Swimming Pools Act 1992, AS1926.1 (orientation and construction), and AS1288 (for glass fencing). This certificate confirms that the glass pool fencing is structurally sound and adequate and that the pool glass is toughened. Also refer AS1170.1 which demonstrates structural adequacy in design and installation.

Your sincerely

Nelson P Kreilis

Licence Number: 367048c

Address: 13 Dymock st fairy meadow 2519

Contact: 0406564604

N.K.

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C - Swimming Pools Act 1992

Pool No:	2d923a38
Property Address:	1 ACACIA STREET WINDANG
Date of Registration:	10 October 2022
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	Semi in ground concrete plunge pool.

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

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

Please remember:

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

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

This is NOT a Certificate of Compliance

Statement of Advice
on
BASIX Commitments

**Sec. 154B(3) Environmental Planning and
Assessment Regulation 2000**

I, David Kerr, the builder of the dwelling erected at 1 Acacia St, Windang advise that
the water, thermal and energy commitments listed in BASIX Certificate number
1149322S Dated 02.11.20 have been complied with.



.....
Signature

...David Kerr.....
Name

...28.04.22.....
Date

...183438C.....
Licence number

INSTALLER GUARANTEE CERTIFICATE



This is to certify that Fletcher Insulation products that comply with AS4859.1:2002/2018 including Amendment 1, have been installed by Kiama Supply Co Pty Ltd at the following address and are consistent with the guidelines laid down in the ICANZ Insulation Handbook – Part 2: Installation Guide, which incorporates Australian Standard AS3999-2015.

ADDRESS:

1 Acacia St, Windang, NSW, 2528

MATERIAL R-VALUE – CEILING:

R3.0 insulation batts -

MATERIAL R-VALUE – WALLS:

R2.0 insulation batts – to external walls

MATERIAL R-VALUE – UNDERFLOOR:

N/A

MATERIAL R-VALUE – SUBFLOOR:

N/A

DATE OF INSTALLATION:

06/10/2021

NAME & TITLE:

Andrew Moore - Director

SIGNED:

Andrew Moore

DATE:

6th December 2021

KIAMA SUPPLY CO PTY LTD - T/A PREMIER INSULATION SOUTH COAST

ABN: 34 000 217 327

10/10/2022

Re – Item 12.2 Final Occupation Certificate Requirements List

Swimming Pool Filter

To whom it may concern,

Please be advised that as the owner proceed with a pool filter of the cartridge variety, instead of sand, the pool backwash pump has not been connected to the sewer. It is only a requirement of a sand filter, to be plumbed in.

Your sincerely

A handwritten signature in black ink, appearing to read 'P. Kreilis', with a stylized flourish at the end.

Peter Kreilis
Owner Builder
1 Acacia Street, Windang NSW 2528
Contact: 0459 823 020
O/B permit number: 467881P
Issued: 29/4/2021

BASIX Completion Receipt

Receipt no.: CR-4LENW9D2-1149322S

This receipt is confirmation that the certifying authority identified below has satisfied the requirements of clause 154C of the Environmental Planning and Assessment Regulation 2000 for the development described in the 'BASIX Certificate details' section below.

Secretary

Date of issue: Wednesday, 30/11/2022



Planning,
Industry &
Environment

Principal certifying authority

Name: Mile
Accreditation scheme: BPB
Accreditation number: 1924

Final Inspection

Date of final inspection: Wednesday, 19/10/2022

BASIX Certificate details

BASIX Certificate no.	1149322S
Project name	1 Acacia St Windang
Street address	1 Acacia Street
Suburb	Windang
Postcode	2528
Local Government Area	Wollongong City Council



**Fair
Trading**

Tel 13 32 20
TTY 02 9338 4943
ABN 81 913 830 179
www.fairtrading.nsw.gov.au

OWNER BUILDER PERMIT

Home Building Act 1989

Peter Kreilis
2 Walang Avenue
FIGTREE NSW 2525

Permit: 467881P
Issued: 29/04/2021

Receipt: SN-333469319
Amount: \$179.00

PERMIT ISSUED TO: Peter Kreilis

FOR THE BUILDING SITE AT: 1 Acacia Street, WINDANG, NSW 2528
AUSTRALIA

BUILDING WORK AUTHORISED: Residential -Demolition of existing
dwelling and construction of a dwelling
house and swimming pool

DEVELOPMENT CONSENT NO: DA-2020/1289

COUNCIL AREA: WOLLONGONG (C) COUNCIL

**OTHER PERSONS WITH A
PRESCRIBED INTEREST
IN THE LAND:**



Issuing officer

**CAUTION: AS THE HOLDER OF AN OWNER-BUILDER PERMIT YOU MUST NOW
ADVISE YOUR CERTIFYING AUTHORITY (COUNCIL OR PRIVATE CERTIFIER) OF
YOUR OWNER-BUILDER PERMIT NUMBER AND DATE OF ISSUE.**

This permit is only valid when an official receipt has been imprinted.

If payment is made by cheque, the permit is conditional on the cheque being met on presentation.

*GST amount included in total fee: \$0.



Fair
Trading

Tel 13 32 20
TTY 02 9338 4943
ABN 81 913 830 179
www.fairtrading.nsw.gov.au

PERMIT CONDITIONS

This owner-builder permit, issued by or on behalf of, NSW Fair Trading under the *Home Building Act 1989* is only valid under the following conditions;

1. *The content of the 'Application for Owner-Builder Permit' as declared and signed by the applicant is accepted as true and correct.*
2. *Building work has **not** commenced on the subject building site.*
3. *Building work to be carried out is only as that authorised on page 1 of this permit.*
4. *Fair Trading accepts the evidence that the applicant has provided in respect of development consent being received by the relevant certifying authority and evidence of either ownership or prescribed interest in the land.*
5. *The permit holder **and** all other persons with a prescribed interest in the land listed on page 1 of this permit cannot apply for an owner-builder permit (at a different building site address) within 5 years from the date of issue of this Permit.*
6. *Concerning the building site on page 1 of this Permit, any sale within 7 years and 6 months after the owner-builder permit was issued must include a conspicuous note (a consumer warning) on any contract of sale stating:*
 - a) *that an owner-builder permit was issued in relation to the land (specifying the date on which it was issued), and*
 - b) *work done under an owner-builder permit is not required to be insured under this Act unless the work was done by a contractor engaged by the owner-builder.*
7. *The work to be performed under the permit will be not be covered by a contract of insurance under the Home Building Compensation Fund.*
8. *You should obtain professional advice from general insurers regarding public liability and property damage cover, etc.*

Note: Under s. 43(1) of the *Home Building Act, 1989*, the Secretary may cancel a permit if it is later discovered that a permit holder misrepresented information in their permit application.