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Coastside First National Real Estate
18/23 Addison Street
SHELLHARBOUR NSW 2529

Our Ref: DPC:20211234
Your Ref: Matt Hutchinson

14 April 2021

Moran sale
Property: 9 Gugara Street, Calderwood NSW 2527

We enclose the draft marketing contract for sale.

We are waiting on our client's final instructions regarding full disclosure. Please do not exchange contracts until you have spoken to our office.

Yours faithfully

Kells



Licensed Conveyancer: Vanessa Gordon

Direct Line: 02 4260 3905

Direct Fax: 02 4262 1629

Email: vgordon@kells.com.au

Encl.

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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	COASTSIDE FIRST NATIONAL REAL ESTATE 18/23 Addison Street Shellharbour NSW 2529	phone (02) 4295 5033 fax ref Matt Hutchinson
co-agent	Not Applicable	phone fax ref
vendor	TERRY JAMES MORAN and ROBYN ANN MORAN 9 Gugara Street, Calderwood NSW 2527	
vendor's solicitor	KELLS 45 Baan Baan Street, Dapto NSW 2530 PO Box 125, Dapto NSW 2530 DX 26306 Dapto NSW email: vgordon@kells.com.au	phone (02) 4260 3900 fax (02) 4262 1629 ref DPC:20211234
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	9 GUGARA STREET, CALDERWOOD NSW 2527 Registered Plan: Lot 3492 in Deposited Plan 1225476 Folio Identifier 3492/1225476 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<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:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or 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 type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		
exclusions				
purchaser				
purchaser's				
<input type="checkbox"/> solicitor				phone
<input type="checkbox"/> conveyancer	email:			fax
price	\$			ref
deposit	\$			
balance	\$			(10% of the price, unless otherwise stated)
contract date				(if not stated, the date this contract was made)

buyer's agent

vendor

witness

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

purchaser

JOINT TENANTS tenants in common in unequal shares

witness

ChoicesVendor agrees to accept a **deposit bond** (clause 3) NO yesNominated **Electronic Lodgement Network (ELN)** (clause 30) PEXA**Electronic transaction** (clause 30) no YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve within 14 days of the contract date):

Parties agree that the deposit be invested (clause 2.9) NO yes**Tax information (the parties promise this is correct as far as each party is aware)**Land tax is adjustable NO yesGST: Taxable supply NO yes in full yes to an extentMargin 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*: (residential withholding payment) NO yes
(if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's 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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

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

<p>APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services</p>	<p>NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority</p>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>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>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).

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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
 13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
 13.13.4 *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.

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.
- 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 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.
- 14.6 *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 –
 14.6.1 the amount is to be treated as if it were paid; and
 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 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.
- 16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 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 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) 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.

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 s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 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 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.
- 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 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with mortgagee details, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
- certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
- completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
- conveyancing rules* the rules made under s12E of the Real Property Act 1900;
- discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
- ECNL* the Electronic Conveyancing National Law (NSW);
- effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
- electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
- electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

ADDITIONAL CONDITIONS ATTACHED TO THE CONTRACT FOR SALE OF LAND

33. Inconsistencies between clauses

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

34. Amendments to the standard form contract

- 34.1 Clause 7.1.1 is amended by replacing "5%" with "1%".

35. Notice to complete

- 35.1 If this contract is not completed on the date of completion as specified in this contract:
- 35.1.1 the Vendor can *serve* a notice to require the Purchaser to complete within not less than 14 days after service of the notice and to make the time for doing so essential;
- 35.1.2 the Purchaser can *serve* a notice to require the Vendor to complete within not less than 14 days after service of the notice and to make the time for doing so essential.

The periods referred to in this clause are deemed reasonable for all purposes.

- 35.2 The *party* serving a notice under this clause can withdraw that notice and subsequently *serve* a further notice instead of that notice.
- 35.3 If the Vendor has issued a notice to complete under clause 35.1.1, an additional sum of \$330.00 (GST inclusive) on account of the Vendor's additional legal expenses incurred is payable by the Purchaser on completion.
- 35.4 The payment of the sum referred to in clause 35.3 is an essential term of this Contract and the Purchaser cannot require the Vendor to complete unless costs payable under this clause are paid to the Vendor on completion.

36. Interest

- 36.1 If completion does not occur on or before the date for completion as a result of the breach or default of the Purchaser, the Purchaser must pay to the Vendor on completion:
- 36.1.1 interest on the balance of the price at the rate of 10% per annum calculated at a daily rate from the completion date to the actual date of completion (*interest period*); and
- 36.1.2 the sum of \$330.00 (GST inclusive) to cover additional legal costs and other expenses incurred as a consequence of the delay.
- 36.2 Clause 36.1 does not apply in respect of any part of the *interest period* during which completion has been delayed due to the fault of the Vendor.
- 36.3 The payment of the sum referred to in clause 36.1 is an essential term of this Contract and the Purchaser cannot require the Vendor to complete unless the costs payable under this clause are paid to the Vendor on completion.

37. Termination and Rescission

- 37.1 If a *party* to this Contract is an individual who before completion:
- 37.1.1 dies; or
 - 37.1.2 becomes incapable of managing its own affairs due to unsoundness of mind,
- then the Vendor may *rescind* this contract and the provisions of clause 19 shall apply.

38. Agent

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

39. Guarantee

- 39.1 If the Purchaser is a corporation (and not listed on any Australian stock exchange), it must ensure that two natural persons who are:
- 39.1.1 over the age of 18 years; and
 - 39.1.2 director(s) and/or substantial shareholders of the Purchaser,
- execute and deliver to the Vendor's solicitors on the date of this contract the form of guarantee attached to this Contract as Annexure A.

40. Purchaser acknowledgements

- 40.1 The Purchaser acknowledges that the provisions set out in this Contract contain the entire agreement between the parties and the Purchaser shall not be entitled to rely upon any discussion, document or representation which purports to amend the effect of any of the provisions of this Contract.
- 40.2 The Purchaser acknowledges that in entering into this Contract, they are relying on their own inspections, enquires and knowledge of the *property* and do not rely on any warranty, representation or conduct of the Vendor or any person acting on the Vendor's behalf except those expressly provided in this Contract.
- 40.3 The Purchaser acknowledges that they are purchasing the *property* in its present state of repair and condition and will make no objection, requisition or claim for compensation concerning the state of repair or condition of the property or any latent or patent defect(s) in the *property*.

41. Cooling Off Period

- 41.1 When the purchaser requests the vendor to extend any cooling-off period, it is an essential term that on completion of this contract the purchaser shall pay to the vendor the sum of \$220.00 inclusive of GST for each extension requested, to reimburse the vendor for the additional legal costs incurred by the vendor in connection with the request for the extension of the cooling-off period, whether or not the vendor agrees with the request.
- 41.2 Where the purchaser rescinds this contract pursuant to the cooling-off period legislation, a certified copy of this special condition submitted to the deposit holder shall be sufficient authority for the deposit holder to release this amount from any deposit held by the deposit holder that is to be refunded to the purchaser.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Terry James Moran & Robyn Ann Moran
Purchaser:
Property: 22 Gugara Street, Calderwood
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (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. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal 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

11. 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.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. 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.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act 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.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in 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?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?

23. 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?
- 24.
- (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?
25. 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

26. 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

27. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
28. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
29. If any document required 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.
30. If the vendor holds a certificate of title, it must be delivered to the purchaser immediately after completion or as directed by the purchaser, in accordance with the Contract.
31. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
32. The purchaser reserves the right to make further requisitions prior to completion.
33. 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

34. 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.



LAND
REGISTRY
SERVICES



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 3492/1225476

SEARCH DATE	TIME	EDITION NO	DATE
14/4/2021	10:13 AM	4	29/1/2021

LAND

LOT 3492 IN DEPOSITED PLAN 1225476
AT CALDERWOOD
LOCAL GOVERNMENT AREA SHELLHARBOUR
PARISH OF CALDERWOOD COUNTY OF CAMDEN
TITLE DIAGRAM DP1225476

FIRST SCHEDULE

ROBYN ANN MORAN
TERRY JAMES MORAN
AS JOINT TENANTS (T AQ762906)

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1225476 EASEMENT FOR MAINTENANCE & ACCESS 0.9 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP1225476 EASEMENT FOR MAINTENANCE & ACCESS 0.9 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1225476 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 5 DP1225476 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
- 6 DP1225476 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
- 7 DP1225476 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (17) IN THE S.88B INSTRUMENT
- 8 DP1225476 POSITIVE COVENANT REFERRED TO AND NUMBERED (19) IN THE S.88B INSTRUMENT
- 9 DP1225476 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (20) IN THE S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

op02020053

PRINTED ON 14/4/2021

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

LMXL

Urban

SURVEYING & SPATIAL INFORMATION REGULATION 2017, (CLAUSE 70 & 71)(5)(a)(2)(ii)

MARK	M.L.A. CO-ORDINATES	CLASS	ORDER	HEIGHT	AND VALUE	CLASS	ORDER	HEIGHT DATUM	VALIDATION	STATE
PH 76299	28412.215	603205.286	A	1		LC	1		FOUND	
PH 76298	28428.175	603205.985	B	2		LC	1		FOUND	
SM 192231	29338.428	617288.334	B	2	SCMS	U	U		FOUND	
SM 192232	29317.888	617515.005	D	4	SCMS	U	U		FOUND	
SM 192233	29317.537	617348.748	D	4	SCMS	U	U		FOUND	
SM 192234	29319.317	617323.257	D	4	SCMS	U	U		FOUND	
SM 192235	29317.421	617323.257	D	4	SCMS	U	U		FOUND	
SM 192236	29318.845	617298.814	D	4	SCMS	U	U		FOUND	
SM 192237	29318.845	617298.814	D	4	SCMS	U	U		FOUND	
SM 192238	29318.845	617298.814	D	4	SCMS	U	U		FOUND	
SM 192239	29318.845	617298.814	D	4	SCMS	U	U		FOUND	
SM 192240	29318.845	617298.814	D	4	SCMS	U	U		FOUND	
SM 192241	29318.845	617298.814	D	4	SCMS	U	U		FOUND	
SM 192242	29318.845	617298.814	D	4	SCMS	U	U		FOUND	
SM 192243	29318.845	617298.814	D	4	SCMS	U	U		FOUND	
SM 192244	29318.845	617298.814	D	4	SCMS	U	U		FOUND	
SM 192245	29318.845	617298.814	D	4	SCMS	U	U		FOUND	

CONVERTED SCALE FACTOR (CSF): 1.00017
 SOURCE OF H.G.A. CO-ORDINATES: S.C.M.S. A.F. 14th NOVEMBER 2019
 SOURCE DATE OF SCMS AND VALUE: 9th MARCH 2019 HEIGHT DATUM: AUHD 71

DIAGRAM "E"
 NOT TO SCALE

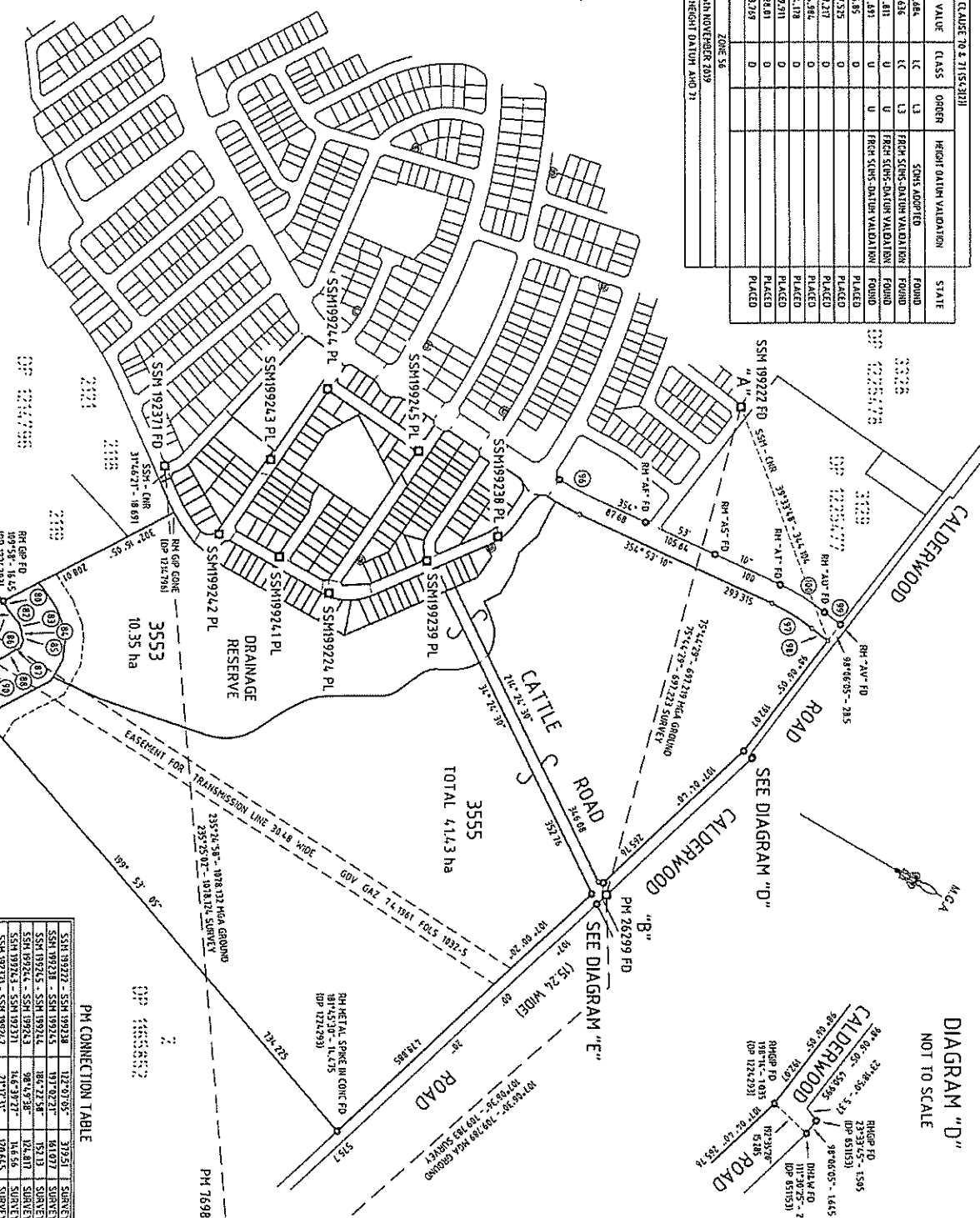
CURVED & SHORT BOUNDARIES

LINE	CURVED	ARC	RADIUS
1	31.2010°	12.07	-
2	27.5157°	16.965	-
3	17.0046°	7.02	-
4	4.8738 10°	1.07	-
5	54.31°	9.6	-
6	36.5150°	4.885	-
7	87.7798°	11.61	-
8	125.4625°	11.27	-
9	116.4519°	12.585	-
10	121.6020°	14.215	-
11	154.1720°	18.93	-
12	105.8065°	21.865	-
13	66.0215°	5.165	-
14	985.3855°	2.42	-
15	125.7205°	6.51	65.145
16	127.32°	6.51	65.145
17	87.6905°	28.18	285.55
18	108.6005°	28.18	-
19	101.2935°	12.21	313.75

REFERENCE MARKS

No.	REFERENCE	TYPE
AF	232.9310° 515.2 12.005	MICROMILLS FID OP 1225476
AS	1971.210° 16.21	MICROMILLS FID OP 1225476
AS	2175.55° 19.25	MICROMILLS FID OP 1225476
AT	2717.920° 5.2 12.1	MICROMILLS FID OP 1225476
AT	2717.920° 5.2 12.1	MICROMILLS FID OP 1225476
AV	142.600° 16.25	MICROMILLS FID OP 1225476
AV	102.4230° 11.6	MICROMILLS FID OP 1225476

DIAGRAM "D"
 NOT TO SCALE



PH CONNECTION
 SSM 192271 - SSM 192222
 364.7173° 799.295 MGA Ground
 324.4173° 799.288 SURVEY

PH CONNECTION TABLE

SSM 192222	SSM 192239	125.01 05°	319.91	SURVEY
SSM 192230	SSM 192245	81.071	SURVEY	
SSM 192231	SSM 192246	152.13	SURVEY	
SSM 192232	SSM 192247	78.219	SURVEY	
SSM 192233	SSM 192248	162.81	SURVEY	
SSM 192234	SSM 192249	128.45	SURVEY	
SSM 192235	SSM 192250	50.006°	80.58	SURVEY
SSM 192236	SSM 192251	67.032°	84.539	SURVEY
SSM 192237	SSM 192252	81.75 04°	124.719	SURVEY
SSM 192238	SSM 192253	31.591 14°	52.186	SURVEY

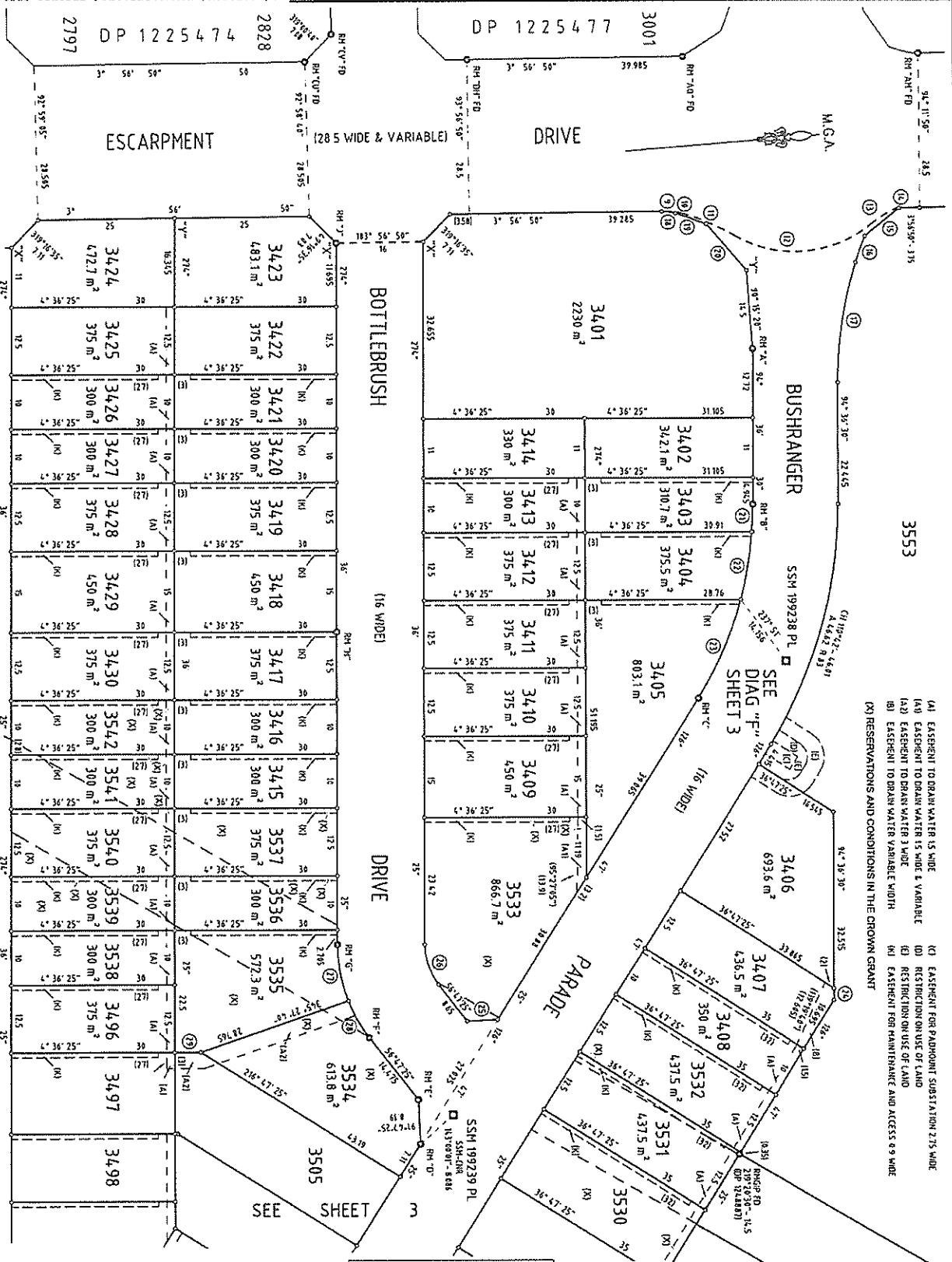
PLAN OF SUBDIVISION OF LOT 2117 IN
 DP 1214798, LOT 22 IN DP 1224293,
 LOT 3128 IN DP 1225477 &
 LOT 100 IN DP 1248887

L.G.A.: SHELLHARBOUR
 Locality: CALDERWOOD
 Subdivision No: SC 011102019
 Lengths are in metres. Reduction Ratio 1:4000

Registered
 30/06/2020

DP1225476

Surveyor: TERRY EDWARD BARTLETT
 Date of Survey: 20th NOVEMBER 2019
 Surveyor's Ref: B30117342 DP-16
 EXCEPTION POLICY 2020-54



- (I) EASTMENT TO DRAIN WATER 15 WIDE & VARIABLE
- (II) EASTMENT TO DRAIN WATER 3 WIDE
- (III) EASTMENT TO DRAIN WATER VARIABLE WIDTH
- (IV) EASTMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE
- (R) RESERVATIONS AND CONDITIONS IN THE CROWN GRANT
- (I) EASTMENT FOR PUMP-OUT SUBSTATION 2.15 WIDE
- (II) RESTRICTION ON USE OF LAND
- (III) RESTRICTION ON USE OF LAND
- (IV) RESTRICTION ON USE OF LAND

CURVED & SHORT BOUNDARIES

No.	CHORD	ARC	RADIUS
9	183.5650	1.1	-
10	102.4025	2.6	2.65
11	207.4705	10.8	10.85
12	179.2645	25.7	25.75
13	155.2275	5.9	5.95
14	145.0720	0.7	0.75
15	145.0720	0.7	0.75
16	103.7078	2.2	2.25
17	24.2225	4.8	4.85
18	24.2225	4.8	4.85
19	53.2455	11.4	11.45
20	94.4648	5.6	5.65
21	104.272	12.6	12.65
22	118.1740	19.8	19.85
23	94.2630	2.3	2.35
24	104.272	12.6	12.65
25	118.1740	19.8	19.85
26	15.4175	1.7	1.75
27	83.6245	10.5	10.55
28	43.5075	7.8	7.85
29	43.5075	7.8	7.85

REFERENCE MARKS

No.	REFERENCE	TYPE
A	184.3031	DRILL HOLE & WINDS
B	184.3031	DRILL HOLE & WINDS
C	216.4725	DRILL HOLE & WINDS
D	216.4725	DRILL HOLE & WINDS
E	149.4725	DRILL HOLE & WINDS
F	149.4725	DRILL HOLE & WINDS
G	184.3031	DRILL HOLE & WINDS
H	184.3031	DRILL HOLE & WINDS
I	184.3031	DRILL HOLE & WINDS
J	184.3031	DRILL HOLE & WINDS
K	184.3031	DRILL HOLE & WINDS
L	184.3031	DRILL HOLE & WINDS
M	184.3031	DRILL HOLE & WINDS
N	184.3031	DRILL HOLE & WINDS
O	184.3031	DRILL HOLE & WINDS
P	184.3031	DRILL HOLE & WINDS
Q	184.3031	DRILL HOLE & WINDS
R	184.3031	DRILL HOLE & WINDS
S	184.3031	DRILL HOLE & WINDS
T	184.3031	DRILL HOLE & WINDS
U	184.3031	DRILL HOLE & WINDS
V	184.3031	DRILL HOLE & WINDS
W	184.3031	DRILL HOLE & WINDS
X	184.3031	DRILL HOLE & WINDS
Y	184.3031	DRILL HOLE & WINDS
Z	184.3031	DRILL HOLE & WINDS

SEE SHEET 4

SEE SHEET 3

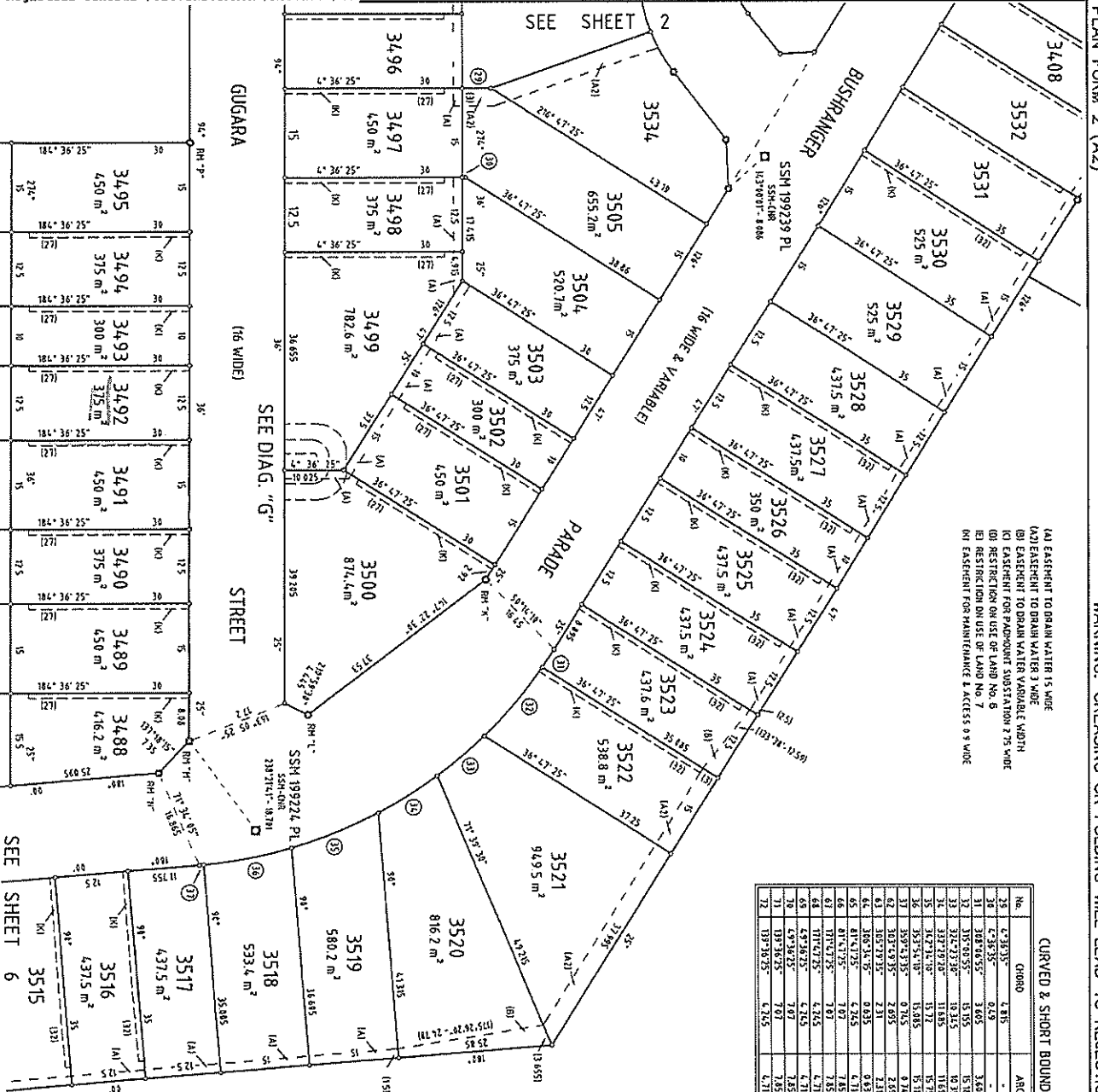
Surveyor: TERRY EDWARD BARTLETT
 Date of Survey: 20th NOVEMBER 2018
 Surveyor's Ref: B30117342 DP-16
 EXCEPTION POLICY 2014-21

PLAN OF SUBDIVISION OF LOT 2117 IN
 DP 1214796, LOT 22 IN DP 1224293,
 LOT 3128 IN DP 1225477 &
 LOT 100 IN DP 1248887

L.G.A.: SHELLHARBOUR
 Locality: CALDERWOOD
 Subdivision No: SC 01102019
 Lengths are in metres. Reduction Rule 1:500



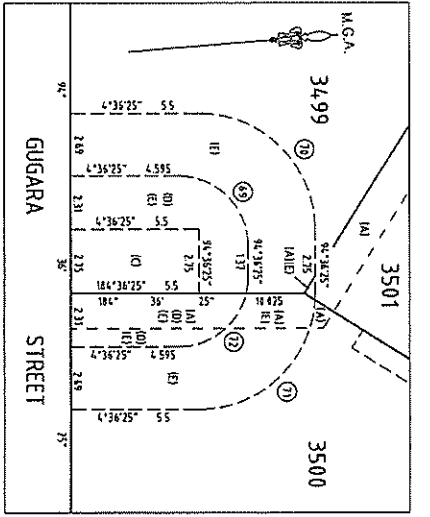
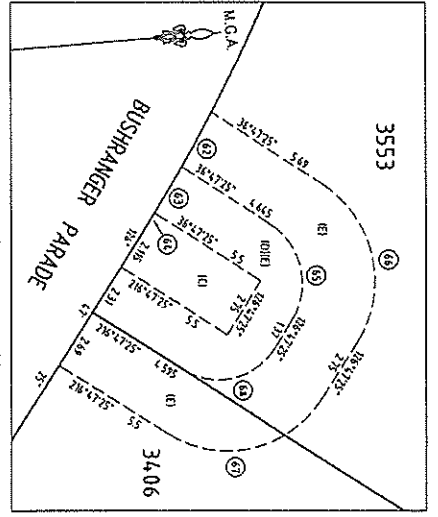
DP1225476



- (AI) EASTMENT TO DRAIN WATER 1.5 WIDE
- (AJ) EASTMENT TO DRAIN WATER 3 WIDE
- (AK) EASTMENT TO DRAIN WATER VARIABLE WIDTH
- (AL) RESTRICTION FOR PADPOUNT SUBSTATION 7.5 WIDE
- (AM) RESTRICTION ON USE OF LAND NO. 6
- (AN) RESTRICTION ON USE OF LAND NO. 7
- (AO) EASTMENT FOR MAINTENANCE & ACCESS 0.9 WIDE

CURVED & SHORT BOUNDARIES

No.	CHORD	ARC	RADIUS
13	4.3135	4.815	-
14	4.3135	4.815	-
15	3.0787	3.405	7.8
16	3.0787	3.405	7.8
17	3.1520	3.535	8.0
18	3.1520	3.535	8.0
19	3.1520	3.535	8.0
20	3.1520	3.535	8.0
21	3.1520	3.535	8.0
22	3.1520	3.535	8.0
23	3.1520	3.535	8.0
24	3.1520	3.535	8.0
25	3.1520	3.535	8.0
26	3.1520	3.535	8.0
27	3.1520	3.535	8.0
28	3.1520	3.535	8.0
29	3.1520	3.535	8.0
30	3.1520	3.535	8.0
31	3.1520	3.535	8.0
32	3.1520	3.535	8.0
33	3.1520	3.535	8.0
34	3.1520	3.535	8.0
35	3.1520	3.535	8.0
36	3.1520	3.535	8.0
37	3.1520	3.535	8.0
38	3.1520	3.535	8.0
39	3.1520	3.535	8.0
40	3.1520	3.535	8.0
41	3.1520	3.535	8.0
42	3.1520	3.535	8.0
43	3.1520	3.535	8.0
44	3.1520	3.535	8.0
45	3.1520	3.535	8.0
46	3.1520	3.535	8.0
47	3.1520	3.535	8.0
48	3.1520	3.535	8.0
49	3.1520	3.535	8.0
50	3.1520	3.535	8.0
51	3.1520	3.535	8.0
52	3.1520	3.535	8.0
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55	3.1520	3.535	8.0
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63	3.1520	3.535	8.0
64	3.1520	3.535	8.0
65	3.1520	3.535	8.0
66	3.1520	3.535	8.0
67	3.1520	3.535	8.0
68	3.1520	3.535	8.0
69	3.1520	3.535	8.0
70	3.1520	3.535	8.0
71	3.1520	3.535	8.0
72	3.1520	3.535	8.0



REFERENCE MARKS

No.	REFERENCE	TYPE
1	246.4775°	DRILL HOLE MARKS
2	4.2 & 11.65	DRILL HOLE MARKS
3	239.9775°	DRILL HOLE MARKS
4	4.3 & 15.85	DRILL HOLE MARKS
5	18.3825°	DRILL HOLE MARKS
6	4.5 & 12.55	DRILL HOLE MARKS
7	270.90°	DRILL HOLE MARKS
8	4.5 & 11.6	DRILL HOLE MARKS
9	18.3825°	DRILL HOLE MARKS
10	4.3 & 11.65	DRILL HOLE MARKS

3479	3480	3481	3482	3483	3484
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SEE SHEET 6

SEE DIAG. "G"

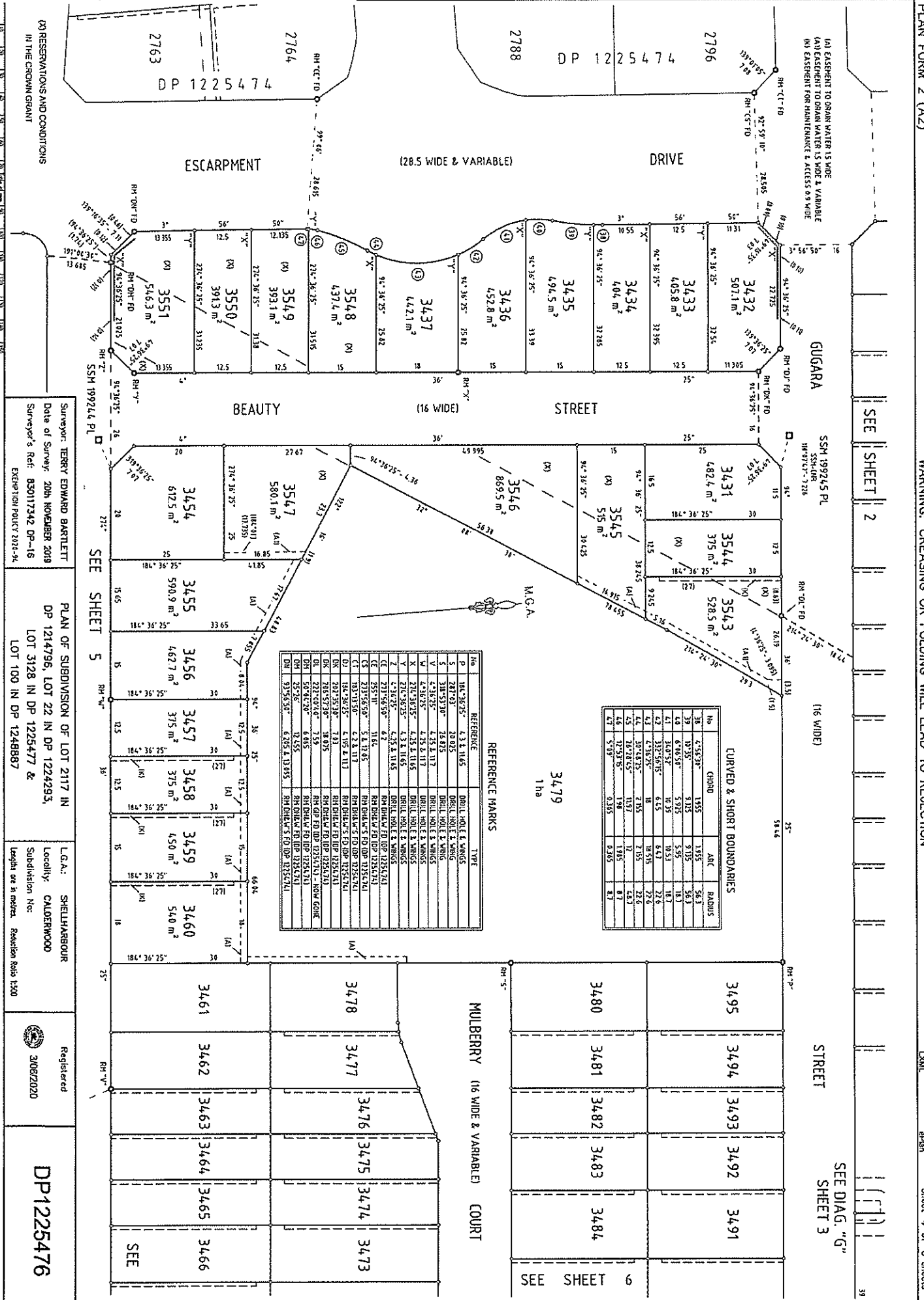
SEE SHEET 6

Surveyor: TERRY EDWARD BARLETT
 Date of Survey: 20th NOVEMBER 2019
 Surveyor's Ref: 850117342 DP-16
 EXCEPTION POLICY 2020-54

PLAN OF SUBDIVISION OF LOT 2117 IN
 DP 1214796, LOT 22 IN DP 1224293,
 LOT 3128 IN DP 1225477 &
 LOT 100 IN DP 1248887

L.G.A.: SHELLHARBOUR
 Locality: CALDERWOOD
 Subdivision No: SC 011102019
 Lengths are in metres. Reduction Ratio: 1:500

Registered
 30682020
 DP1225476



CURVED & SHORT BOUNDARIES

No	CHORD	ARC	RADIUS
38	4.9437	1.955	56.3
39	8.935	3.125	56.3
40	6.9658	3.595	18.1
41	3.6557	16.39	18.1
42	3.15615	6.45	6.71
43	4.7395	18	22.6
44	3.74122	11.7	22.6
45	3.74122	11.7	18.5
46	12.8315	1.98	8.7
47	5.58	0.355	8.7

REFERENCE MARKS

No	REFERENCE	TYPE
1	14.2875	DBLL. HOLE & WINGS
2	28.292	DBLL. HOLE & WINGS
3	38.5330	DBLL. HOLE & WINGS
4	4.3625	DBLL. HOLE & WINGS
5	4.3625	DBLL. HOLE & WINGS
6	27.4375	DBLL. HOLE & WINGS
7	4.3625	DBLL. HOLE & WINGS
8	27.4375	DBLL. HOLE & WINGS
9	27.4375	DBLL. HOLE & WINGS
10	27.4375	DBLL. HOLE & WINGS
11	27.4375	DBLL. HOLE & WINGS
12	27.4375	DBLL. HOLE & WINGS
13	27.4375	DBLL. HOLE & WINGS
14	27.4375	DBLL. HOLE & WINGS
15	27.4375	DBLL. HOLE & WINGS
16	27.4375	DBLL. HOLE & WINGS
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71	27.4375	DBLL. HOLE & WINGS
72	27.4375	DBLL. HOLE & WINGS
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76	27.4375	DBLL. HOLE & WINGS
77	27.4375	DBLL. HOLE & WINGS
78	27.4375	DBLL. HOLE & WINGS
79	27.4375	DBLL. HOLE & WINGS
80	27.4375	DBLL. HOLE & WINGS
81	27.4375	DBLL. HOLE & WINGS
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86	27.4375	DBLL. HOLE & WINGS
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89	27.4375	DBLL. HOLE & WINGS
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93	27.4375	DBLL. HOLE & WINGS
94	27.4375	DBLL. HOLE & WINGS
95	27.4375	DBLL. HOLE & WINGS
96	27.4375	DBLL. HOLE & WINGS
97	27.4375	DBLL. HOLE & WINGS
98	27.4375	DBLL. HOLE & WINGS
99	27.4375	DBLL. HOLE & WINGS
100	27.4375	DBLL. HOLE & WINGS

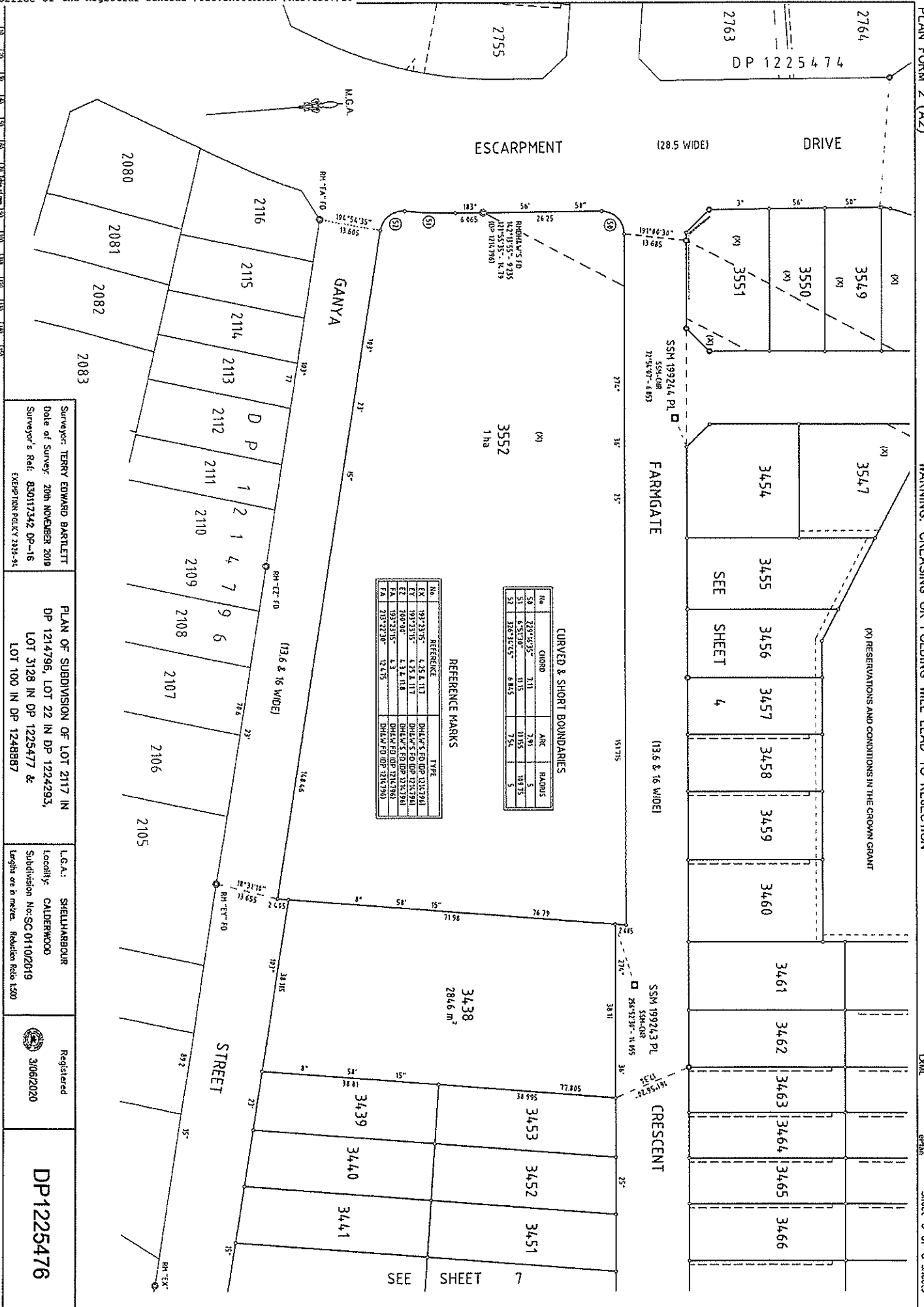
Surveyor: **FERRY EDWARD BARTLETT**
 Date of Survey: **20th NOVEMBER 2019**
 Surveyor's Ref: **B50117342 DP-16**
 EXPIRES: **EXPIRES: 2024-24**

PLAN OF SUBDIVISION OF LOT 22 IN DP 1214796, LOT 22 IN DP 1224293,
 LOT 3128 IN DP 1225477 &
 LOT 100 IN DP 1248867

L.G.A.: **SHELLHARBOUR**
 Locality: **CALDERWOOD**
 Subdivision No:
 Lengths are in metres. Reaction Ratio 1:500

Registered
 3/06/2020

DP1225476



CURVED & SHORT BOUNDARIES

No	CHORD	ARC	RADIUS
S8	229.4835	7.81	5
S1	6.5170	0.15	10.75
S2	376.3645	6.815	5

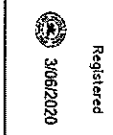
REFERENCE MARKS

No	REFERENCE	TYPE
EX	1922315	DHLV'S TO DP 121394
EY	1923315	DHLV'S TO DP 121394
EZ	190940	DHLV'S TO DP 121394
FA	1923215	DHLV'S TO DP 121394
FB	2103230	DHLV'S TO DP 121394

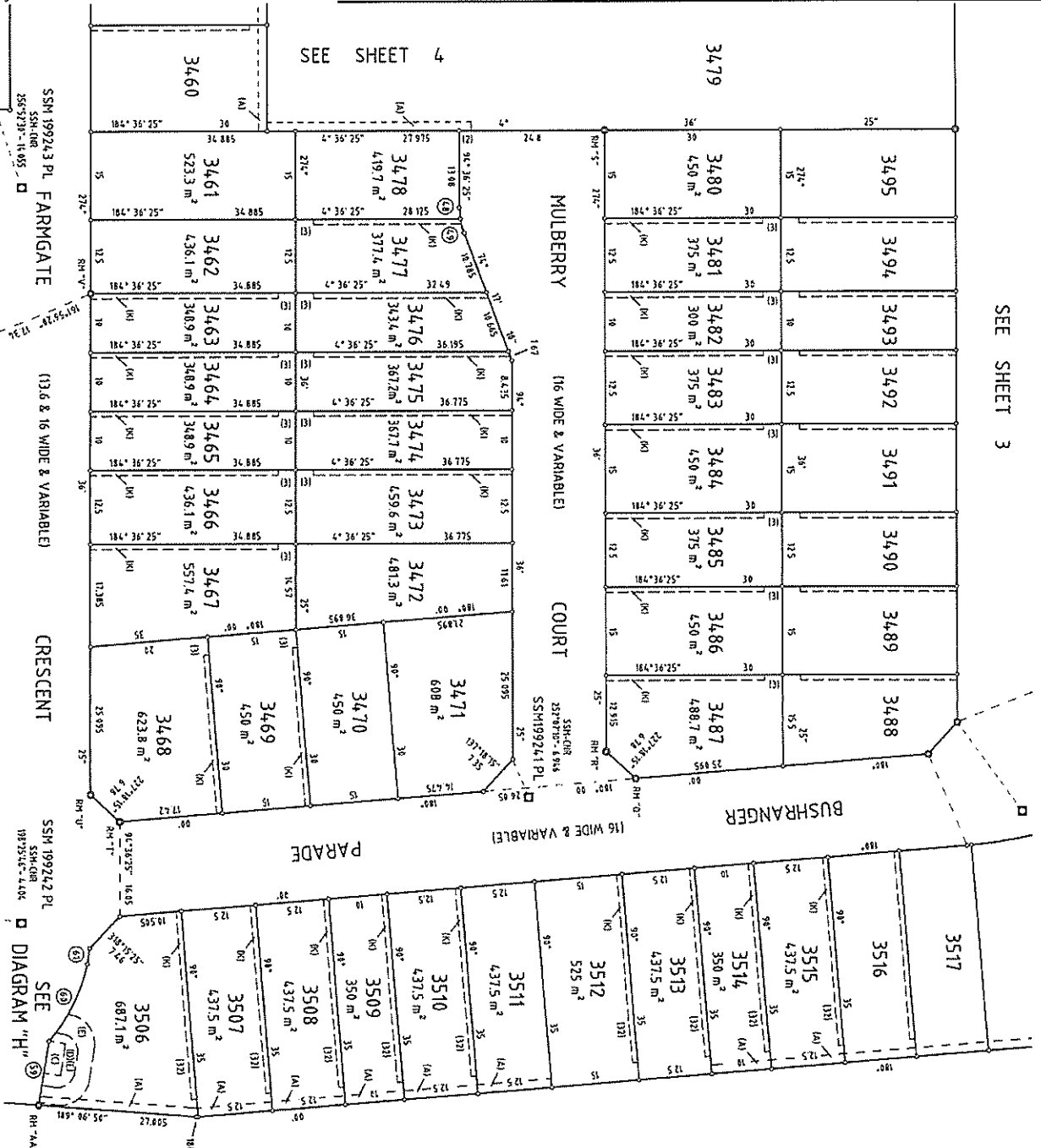
Surveyor: TERRY EDWARD BARLETT
 Date of Survey: 20th NOVEMBER 2019
 Surveyor's Ref: B30117342 DP-16
 EXCEPTION POLICY 2012-94

PLAN OF SUBDIVISION OF LOT 2117 IN
 DP 1214796, LOT 22 IN DP 1224293,
 LOT 3128 IN DP 1225477 &
 LOT 100 IN DP 1248887

L.G.A.: SHELLHARBOUR
 Locality: CALDERWOOD
 Subdivision No: SC 011020719
 Lengths are in metres. Reduction Ratio 1:500



Registered
 30682020
DP1225476



SEE SHEET 3

SEE SHEET 4

SEE SHEET 7

(13.6 & 16 wide & variable)

CRESCENT

SSM 1099242 PL

SEE DIAGRAM "H"

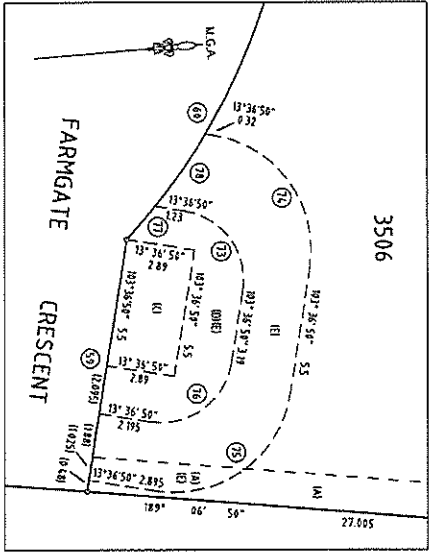


DIAGRAM "H"
SCALE 1:150

REFERENCE MARKS

No.	REFERENCE	TYPE
1	23070	ORILL HOLE & WINGS
2	42875	ORILL HOLE & WINGS
3	318533*	ORILL HOLE & WINGS
4	23070	ORILL HOLE & WINGS
5	42875	ORILL HOLE & WINGS
6	42875	ORILL HOLE & WINGS
7	42875	ORILL HOLE & WINGS
8	42875	ORILL HOLE & WINGS
9	42875	ORILL HOLE & WINGS
10	42875	ORILL HOLE & WINGS
11	42875	ORILL HOLE & WINGS
12	42875	ORILL HOLE & WINGS
13	42875	ORILL HOLE & WINGS
14	42875	ORILL HOLE & WINGS
15	42875	ORILL HOLE & WINGS
16	42875	ORILL HOLE & WINGS
17	42875	ORILL HOLE & WINGS
18	42875	ORILL HOLE & WINGS
19	42875	ORILL HOLE & WINGS
20	42875	ORILL HOLE & WINGS

CURVED & SHORT BOUNDARIES

No.	CHORD	ARC	RADIUS
1	40709.0	1.93	12.4
2	79597.9	2.65	12.5
3	119396.8	3.37	12.6
4	159195.7	4.09	12.7
5	198994.6	4.81	12.8
6	238793.5	5.53	12.9
7	278592.4	6.25	13.0
8	318391.3	6.97	13.1
9	358190.2	7.69	13.2
10	397989.1	8.41	13.3
11	437788.0	9.13	13.4
12	477586.9	9.85	13.5
13	517385.8	10.57	13.6
14	557184.7	11.29	13.7
15	596983.6	12.01	13.8
16	636782.5	12.73	13.9
17	676581.4	13.45	14.0
18	716380.3	14.17	14.1

- (M) EASTERN TO DRAIN WATER 1.5 WIDE
- (N) EASTERN FOR PADDOCK SUBSTATION 2.89 WIDE
- (O) RESTRICTION ON USE OF LAND
- (P) RESTRICTION ON USE OF LAND
- (Q) EASTERN FOR MAINTENANCE & ACCESS 0.9 WIDE

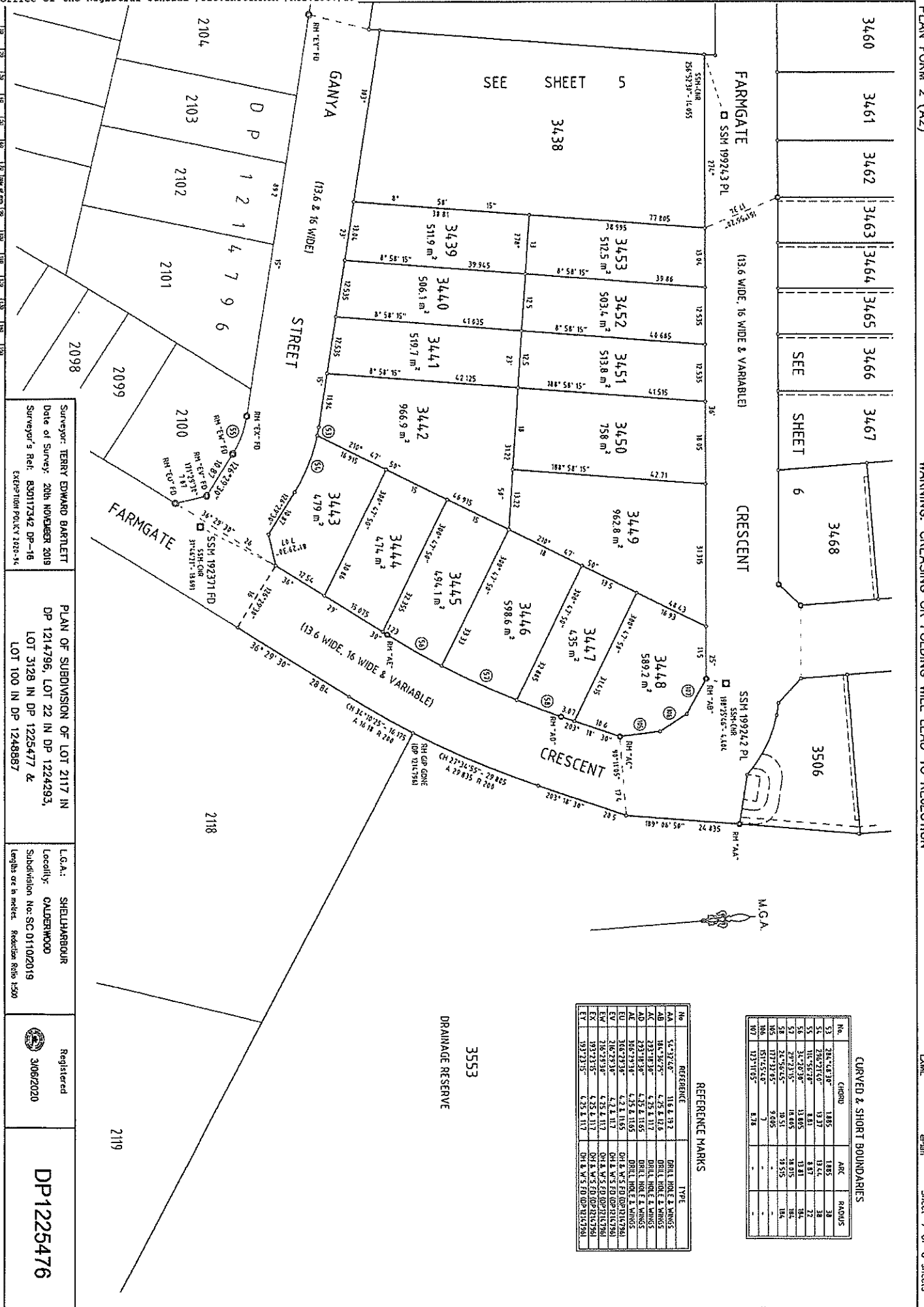
Surveyor: TERRY EDWARD BARTLETT
 Date of Survey: 20th NOVEMBER 2019
 Surveyor's Ref: B30117342 DP-16
 EXEMPTION POLICY 2020-24

PLAN OF SUBDIVISION OF LOT 2117 IN
 DP 1214796, LOT 22 IN DP 1224293,
 LOT 3128 IN DP 1225477 &
 LOT 100 IN DP 1248887

L.G.A.: SHELLHARBOUR
 Locality: CALDERWOOD
 Subdivision No: SC 01/020216
 Lengths are in metres. Reduction Ratio 1:300

Registered
 30/05/2020

DP1225476



CURVED & SHORT BOUNDARIES

No.	CHORD	ARC	RADIUS
53	281.6430	1.885	38
54	296.9160	1.937	38
55	311.5670	2.000	38
56	326.9300	2.075	38
57	342.9350	2.165	38
58	359.6200	2.265	38
59	376.9350	2.380	38
60	394.8200	2.510	38
61	413.2350	2.655	38
62	432.1300	2.815	38
63	451.4550	2.990	38
64	471.1700	3.180	38
65	491.2350	3.385	38
66	511.6100	3.605	38
67	532.2550	3.840	38
68	553.1300	4.090	38
69	574.2050	4.355	38
70	595.4500	4.635	38
71	616.8250	4.930	38
72	638.2900	5.240	38
73	659.8050	5.565	38
74	681.3300	5.905	38
75	702.9150	6.260	38
76	724.5100	6.630	38
77	746.1650	7.015	38
78	767.8300	7.415	38
79	789.4550	7.830	38
80	811.0900	8.260	38
81	832.6850	8.705	38
82	854.2900	9.165	38
83	875.8550	9.640	38
84	897.3300	10.130	38
85	918.7650	10.635	38
86	940.1100	11.155	38
87	961.4150	11.690	38
88	982.6300	12.240	38
89	1003.7950	12.805	38
90	1024.8700	13.385	38
91	1045.8050	13.980	38
92	1066.6500	14.590	38
93	1087.3550	15.215	38
94	1107.8700	15.855	38
95	1128.2450	16.510	38
96	1148.5300	17.180	38
97	1168.6750	17.865	38
98	1188.6300	18.565	38
99	1208.3450	19.280	38
100	1227.8700	20.010	38

REFERENCE MARKS

No.	REFERENCE	TYPE
1	51.2370°	DRILL HOLE E. WINGS
2	18.4370°	DRILL HOLE E. WINGS
3	23.7030°	DRILL HOLE E. WINGS
4	23.7030°	DRILL HOLE E. WINGS
5	23.7030°	DRILL HOLE E. WINGS
6	23.7030°	DRILL HOLE E. WINGS
7	23.7030°	DRILL HOLE E. WINGS
8	23.7030°	DRILL HOLE E. WINGS
9	23.7030°	DRILL HOLE E. WINGS
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13	23.7030°	DRILL HOLE E. WINGS
14	23.7030°	DRILL HOLE E. WINGS
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17	23.7030°	DRILL HOLE E. WINGS
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34	23.7030°	DRILL HOLE E. WINGS
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37	23.7030°	DRILL HOLE E. WINGS
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41	23.7030°	DRILL HOLE E. WINGS
42	23.7030°	DRILL HOLE E. WINGS
43	23.7030°	DRILL HOLE E. WINGS
44	23.7030°	DRILL HOLE E. WINGS
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46	23.7030°	DRILL HOLE E. WINGS
47	23.7030°	DRILL HOLE E. WINGS
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53	23.7030°	DRILL HOLE E. WINGS
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71	23.7030°	DRILL HOLE E. WINGS
72	23.7030°	DRILL HOLE E. WINGS
73	23.7030°	DRILL HOLE E. WINGS
74	23.7030°	DRILL HOLE E. WINGS
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81	23.7030°	DRILL HOLE E. WINGS
82	23.7030°	DRILL HOLE E. WINGS
83	23.7030°	DRILL HOLE E. WINGS
84	23.7030°	DRILL HOLE E. WINGS
85	23.7030°	DRILL HOLE E. WINGS
86	23.7030°	DRILL HOLE E. WINGS
87	23.7030°	DRILL HOLE E. WINGS
88	23.7030°	DRILL HOLE E. WINGS
89	23.7030°	DRILL HOLE E. WINGS
90	23.7030°	DRILL HOLE E. WINGS
91	23.7030°	DRILL HOLE E. WINGS
92	23.7030°	DRILL HOLE E. WINGS
93	23.7030°	DRILL HOLE E. WINGS
94	23.7030°	DRILL HOLE E. WINGS
95	23.7030°	DRILL HOLE E. WINGS
96	23.7030°	DRILL HOLE E. WINGS
97	23.7030°	DRILL HOLE E. WINGS
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99	23.7030°	DRILL HOLE E. WINGS
100	23.7030°	DRILL HOLE E. WINGS

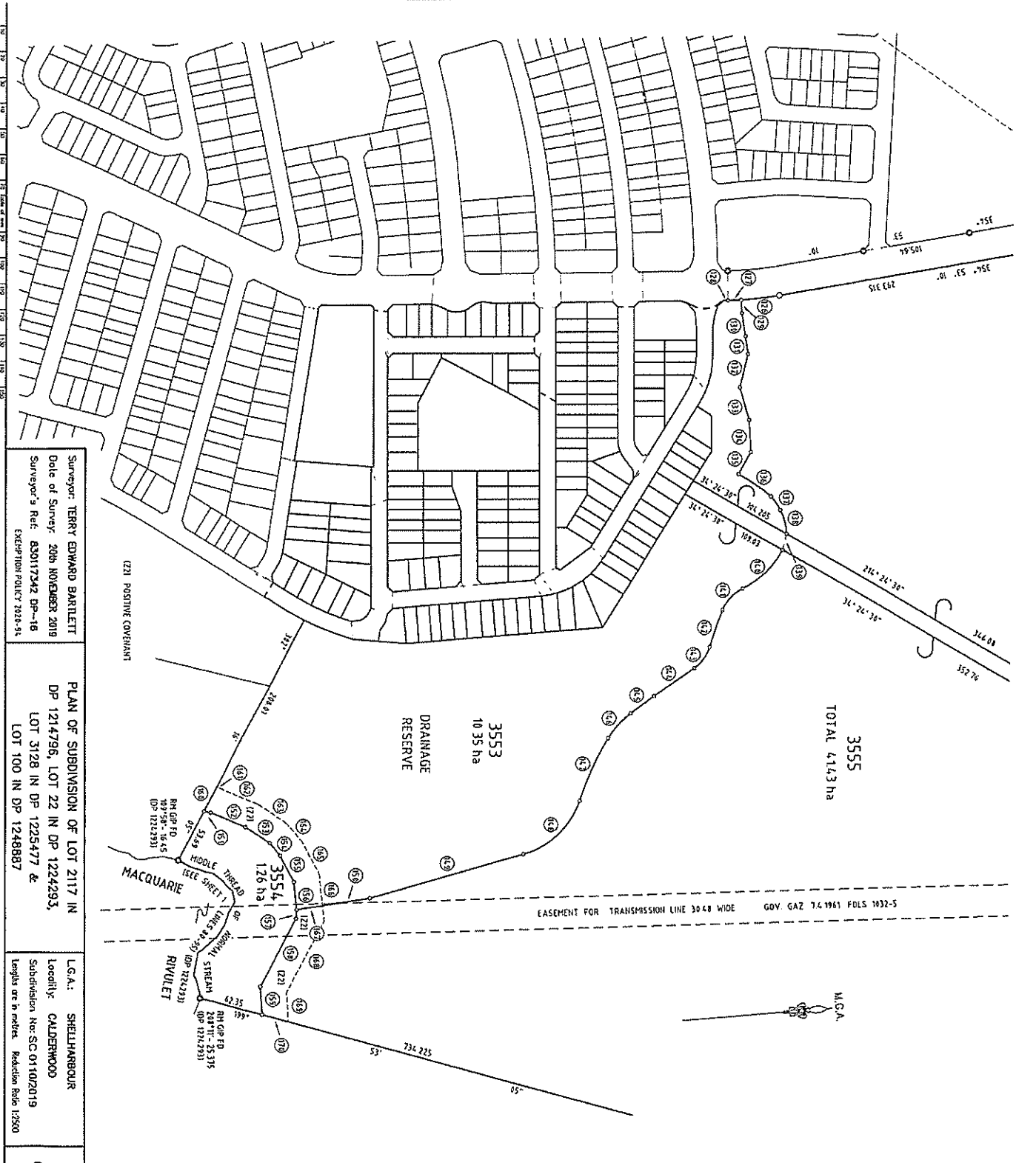
Surveyor: TERRY EDWARD BARTLETT
 Date of Survey: 20th NOVEMBER 2018
 Surveyor's Ref: B3017342 DP-16
 EXPIRATION POLICY: 7.02.14

PLAN OF SUBDIVISION OF LOT 2117 IN
 DP 1214796, LOT 22 IN DP 1224293,
 LOT 3128 IN DP 1225477 &
 LOT 100 IN DP 1240887

L.G.A.: SHELLHARBOUR
 Locality: CALDERWOOD
 Subdivision No: SC 011020219
 Lengths are in metres. Reduction Ratio 1:500

Registered
 30682020

DP1225476



CURVED & SHORT BOUNDARIES


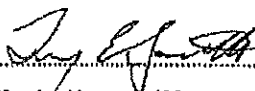
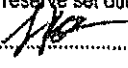
No	CHORD	ARC	RADIUS
101	718.114.0°	16.89	34.91
102	107.4.6.93°	7.845	16.75
103	103.9.10.9°	3.75	11.75
104	91.24.25°	12.45	-
105	84.54.55°	17.11	-
106	80.4.10.55°	13.11	-
107	76.4.4.45°	32.82	-
108	91.53.10°	31.55	-
109	123.14.8.05°	24.54	-
110	3.9.10.15°	31.84	15.1
111	64.57.15°	16.91	14.1
112	79.4.7°	26.41	24.78
113	149.02°	9.845	16.99
114	140.28.85°	53.68	54.61
115	138.0.0.15°	28.455	29.08
116	116.13°	38.01	38.05
117	115.82.62.95°	74.245	75.92
118	136.21.4.05°	25.42	25.92
119	152.0.1.15°	24.115	-
120	145.5.1.15°	33.12	33
121	139.0.4.55°	66.8	64.13
122	100.5.0.2°	74.435	71.17
123	104.4.1.17°	154.205	48
124	104.4.1.17°	154.205	48
125	104.4.1.17°	154.205	48
126	104.4.1.17°	154.205	48
127	104.4.1.17°	154.205	48
128	104.4.1.17°	154.205	48
129	104.4.1.17°	154.205	48
130	104.4.1.17°	154.205	48
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135	104.4.1.17°	154.205	48
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143	104.4.1.17°	154.205	48
144	104.4.1.17°	154.205	48
145	104.4.1.17°	154.205	48
146	104.4.1.17°	154.205	48
147	104.4.1.17°	154.205	48
148	104.4.1.17°	154.205	48
149	104.4.1.17°	154.205	48
150	104.4.1.17°	154.205	48


Surveyor: TERRY EDWARD BARTLETT
 Date of Survey: 20th NOVEMBER 2019
 Surveyor's Ref: 830117342 DP-1B
 EXCEPTION POLICY 2020-24

PLAN OF SUBDIVISION OF LOT 2117 IN
 DP 1214796, LOT 22 IN DP 1224293,
 LOT 3128 IN DP 1225477 &
 LOT 100 IN DP 1248887


L.G.A.: SHELLHARBOUR
 Locality: CALDERWOOD
 Subdivision No: SC 0110/2019
 Lengths are in metres. Reaction Date: 1/2/20

Registered
 30/06/2020
 DP1225476

PLAN FORM 6 (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 12 sheet(s)
Office Use Only		Office Use Only
Registered:  3/06/2020 Title System: TORRENS		DP1225476
PLAN OF SUBDIVISION OF LOT 2117 IN DP 1214796, LOT 22 IN DP 1224293, LOT 3128 IN DP 1225477 & LOT 100 IN DP 1248887		LGA: SHELLHARBOUR Locality: CALDERWOOD Parish: CALDERWOOD County: CAMDEN
Survey Certificate		Crown Lands NSW/Western Lands Office Approval
I, TERRY EDWARD BARTLETT of Cardno (NSW/ACT), 203 Pacific Hwy, St LEONADS NSW 2065 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 20 th November 2019. *(b) The part of the land shown in the plan (being) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on The parts not surveyed were compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: "A" (SSM 199222) - "B" (PM 26289) Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 21.11.2019 Surveyor Identification No: 438 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		 I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:
Subdivision Certificate		I, Luke Preston *Authorised Person/* General Manager/* Accredited Certifier, certify that the provisions of section 6.15 <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: Shellharbour City Council Date of endorsement: 21/11/2020 Subdivision Certificate number: SC 0110/2019 File number: *Strike through if inapplicable.
Plans used in the preparation of survey/compilation: DP 24143 DP 851153 DP 1214796 DP 1224293 DP 1225474 DP 1225475 DP 1225477 DP 1248887		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE THE EXTENSION OF BUSHRANGER PARADE (16 WIDE), THE EXTENSION OF BOTTLEBRUSH DRIVE (16 WIDE), THE EXTENSION OF GUGARA STREET (16 WIDE), THE EXTENSION OF FARMGATE CRESCENT (13.6 WIDE, 16 WIDE & VARIABLE), BEAUTY STREET (16 WIDE) & MULBERRY COURT (16 WIDE & VARIABLE) TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO DEDICATE LOT 3553 AS DRAINAGE RESERVE.
Surveyor's Reference: 830117342 DP-16		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A.

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 12 sheet(s)
Office Use Only		Office Use Only
Registered:  3/06/2020	DP1225476	
PLAN OF SUBDIVISION OF LOT 2117 IN DP 1214796, LOT 22 IN DP 1224293, LOT 3128 IN DP 1225477 & LOT 100 IN DP 1248887		
Subdivision Certificate number: <u>SC0110/2019</u>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses- See 60(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
Date of Endorsement: <u>21/4/2020</u>		
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none">1) EASEMENT TO DRAIN WATER 1.5 WIDE (A)2) EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE (A1)3) EASEMENT TO DRAIN WATER 3 WIDE (A2)4) EASEMENT TO DRAIN WATER VARIABLE WIDTH (B)5) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE & 2.89 WIDE (C)6) RESTRICTION ON USE OF LAND (D)7) RESTRICTION ON USE OF LAND (E)8) EASEMENT FOR MAINTENANCE & ACCESS 0.9 WIDE (K)9) RESTRICTION ON USE OF LAND10) RESTRICTION ON USE OF LAND11) RESTRICTION ON USE OF LAND12) RESTRICTION ON USE OF LAND13) RESTRICTION ON USE OF LAND14) POSITIVE COVENANT15) RESTRICTION ON USE OF LAND16) RESTRICTION ON USE OF LAND17) RESTRICTION ON USE OF LAND18) POSITIVE COVENANT19) POSITIVE COVENANT20) RESTRICTION ON USE OF LAND21) POSITIVE COVENANT (Z2)22) RESTRICTION ON USE OF LAND		
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO RELEASE:-</p> <ol style="list-style-type: none">1) EASMENT TO DRAIN WATER VARIABLE WIDTH (Y) CREATED BY DP 1225477		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 830117342 DP-16		

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 12 sheet(s)

Office Use Only
 Registered:  3/06/2020

Office Use Only
DP1225476

PLAN OF SUBDIVISION OF LOT 2117 IN
 DP 1214796, LOT 22 IN DP 1224293,
 LOT 3128 IN DP 1225477 &
 LOT 100 IN DP 1248887

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

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


Subdivision Certificate number: SC0110/2019
 Date of Endorsement: 21/4/2020

Lot	Street Number	Street Name	Street Type	Locality
3401	41	Bushranger	Parade	Calderwood
3402	39	Bushranger	Parade	Calderwood
3403	37	Bushranger	Parade	Calderwood
3404	35	Bushranger	Parade	Calderwood
3405	33	Bushranger	Parade	Calderwood
3406	64	Bushranger	Parade	Calderwood
3407	62	Bushranger	Parade	Calderwood
3408	60	Bushranger	Parade	Calderwood
3409	6	Bottlebrush	Drive	Calderwood
3410	8	Bottlebrush	Drive	Calderwood
3411	10	Bottlebrush	Drive	Calderwood
3412	12	Bottlebrush	Drive	Calderwood
3413	14	Bottlebrush	Drive	Calderwood
3414	16	Bottlebrush	Drive	Calderwood
3415	9	Bottlebrush	Drive	Calderwood
3416	11	Bottlebrush	Drive	Calderwood
3417	13	Bottlebrush	Drive	Calderwood
3418	15	Bottlebrush	Drive	Calderwood
3419	17	Bottlebrush	Drive	Calderwood
3420	19	Bottlebrush	Drive	Calderwood
3421	21	Bottlebrush	Drive	Calderwood
3422	23	Bottlebrush	Drive	Calderwood
3423	25	Bottlebrush	Drive	Calderwood
3424	34	Gugara	Street	Calderwood
3425	32	Gugara	Street	Calderwood
3426	30	Gugara	Street	Calderwood
3427	28	Gugara	Street	Calderwood
3428	26	Gugara	Street	Calderwood

If space is insufficient use additional annexure sheet

Surveyor's Reference: 830117342 DP-16

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 12 sheet(s)

Office Use Only
 Registered:  3/06/2020

Office Use Only
DP1225476

PLAN OF SUBDIVISION OF LOT 2117 IN
 DP 1214796, LOT 22 IN DP 1224293,
 LOT 3128 IN DP 1225477 &
 LOT 100 IN DP 1248887

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

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


Subdivision Certificate number: SC 0110/2019
 Date of Endorsement: 21/4/2020

Lot	Street Number	Street Name	Street Type	Locality
3429	24	Gugara	Street	Calderwood
3430	22	Gugara	Street	Calderwood
3431	39	Gugara	Street	Calderwood
3432	19	Beauty	Street	Calderwood
3433	17	Beauty	Street	Calderwood
3434	15	Beauty	Street	Calderwood
3435	13	Beauty	Street	Calderwood
3436	11	Beauty	Street	Calderwood
3437	9	Beauty	Street	Calderwood
3438	25	Ganya	Street	Calderwood
3439	27	Ganya	Street	Calderwood
3440	29	Ganya	Street	Calderwood
3441	31	Ganya	Street	Calderwood
3442	33	Ganya	Street	Calderwood
3443	51	Farmgate	Crescent	Calderwood
3444	53	Farmgate	Crescent	Calderwood
3445	55	Farmgate	Crescent	Calderwood
3446	57	Farmgate	Crescent	Calderwood
3447	59	Farmgate	Crescent	Calderwood
3448	61	Farmgate	Crescent	Calderwood
3449	65	Farmgate	Crescent	Calderwood
3450	67	Farmgate	Crescent	Calderwood
3451	69	Farmgate	Crescent	Calderwood
3452	71	Farmgate	Crescent	Calderwood
3453	73	Farmgate	Crescent	Calderwood
3454	92	Farmgate	Crescent	Calderwood
3455	90	Farmgate	Crescent	Calderwood
3456	88	Farmgate	Crescent	Calderwood

If space is insufficient use additional annexure sheet

Surveyor's Reference: 830117342 DP-16

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 12 sheet(s)

Office Use Only
 Registered:  3/06/2020

Office Use Only
DP1225476

**PLAN OF SUBDIVISION OF LOT 2117 IN
 DP 1214796, LOT 22 IN DP 1224293,
 LOT 3128 IN DP 1225477 &
 LOT 100 IN DP 1248887**

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

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

Subdivision Certificate number: SC0110/2019
 Date of Endorsement: 21/4/2020

Lot	Street Number	Street Name	Street Type	Locality
3457	86	Farmgate	Crescent	Calderwood
3458	84	Farmgate	Crescent	Calderwood
3459	82	Farmgate	Crescent	Calderwood
3460	80	Farmgate	Crescent	Calderwood
3461	78	Farmgate	Crescent	Calderwood
3462	76	Farmgate	Crescent	Calderwood
3463	74	Farmgate	Crescent	Calderwood
3464	72	Farmgate	Crescent	Calderwood
3465	70	Farmgate	Crescent	Calderwood
3466	68	Farmgate	Crescent	Calderwood
3467	66	Farmgate	Crescent	Calderwood
3468	1	Bushranger	Parade	Calderwood
3469	3	Bushranger	Parade	Calderwood
3470	5	Bushranger	Parade	Calderwood
3471	7	Bushranger	Parade	Calderwood
3472	3	Mulberry	Court	Calderwood
3473	5	Mulberry	Court	Calderwood
3474	7	Mulberry	Court	Calderwood
3475	9	Mulberry	Court	Calderwood
3476	11	Mulberry	Court	Calderwood
3477	13	Mulberry	Court	Calderwood
3478	15	Mulberry	Court	Calderwood
3479	20	Mulberry	Court	Calderwood
3480	16	Mulberry	Court	Calderwood
3481	14	Mulberry	Court	Calderwood
3482	12	Mulberry	Court	Calderwood
3483	10	Mulberry	Court	Calderwood
3484	8	Mulberry	Court	Calderwood

If space is insufficient use additional annexure sheet

Surveyor's Reference: 830117342 DP-16

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 6 of 12 sheet(s)

Office Use Only

Office Use Only

Registered:  3/06/2020

DP1225476

**PLAN OF SUBDIVISION OF LOT 2117 IN
 DP 1214796, LOT 22 IN DP 1224293,
 LOT 3128 IN DP 1225477 &
 LOT 100 IN DP 1248887**

- This sheet is for the provision of the following information as required:
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 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
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Subdivision Certificate number: SC0110/2019
 Date of Endorsement: 21/4/2020

Lot	Street Number	Street Name	Street Type	Locality
3485	6	Mulberry	Court	Calderwood
3486	4	Mulberry	Court	Calderwood
3487	2	Mulberry	Court	Calderwood
3488	1	Gugara	Street	Calderwood
3489	3	Gugara	Street	Calderwood
3490	5	Gugara	Street	Calderwood
3491	7	Gugara	Street	Calderwood
3492	9	Gugara	Street	Calderwood
3493	11	Gugara	Street	Calderwood
3494	13	Gugara	Street	Calderwood
3495	15	Gugara	Street	Calderwood
3496	10	Gugara	Street	Calderwood
3497	8	Gugara	Street	Calderwood
3498	6	Gugara	Street	Calderwood
3499	4	Gugara	Street	Calderwood
3500	2	Gugara	Street	Calderwood
3501	17	Bushranger	Parade	Calderwood
3502	19	Bushranger	Parade	Calderwood
3503	21	Bushranger	Parade	Calderwood
3504	23	Bushranger	Parade	Calderwood
3505	25	Bushranger	Parade	Calderwood
3506	2	Bushranger	Parade	Calderwood
3507	4	Bushranger	Parade	Calderwood
3508	6	Bushranger	Parade	Calderwood
3509	8	Bushranger	Parade	Calderwood
3510	10	Bushranger	Parade	Calderwood
3511	12	Bushranger	Parade	Calderwood
3512	14	Bushranger	Parade	Calderwood

If space is insufficient use additional annexure sheet

Surveyor's Reference: 830117342 DP-16

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 7 of 12 sheet(s)

Office Use Only
 Registered:  3/06/2020

Office Use Only
DP1225476

**PLAN OF SUBDIVISION OF LOT 2117 IN
 DP 1214796, LOT 22 IN DP 1224293,
 LOT 3128 IN DP 1225477 &
 LOT 100 IN DP 1248887**

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

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

Subdivision Certificate number: SC0110/2019
 Date of Endorsement: 21/4/2020

Lot	Street Number	Street Name	Street Type	Locality
3513	16	Bushranger	Parade	Calderwood
3514	18	Bushranger	Parade	Calderwood
3515	20	Bushranger	Parade	Calderwood
3516	22	Bushranger	Parade	Calderwood
3517	24	Bushranger	Parade	Calderwood
3518	26	Bushranger	Parade	Calderwood
3519	28	Bushranger	Parade	Calderwood
3520	30	Bushranger	Parade	Calderwood
3521	34	Bushranger	Parade	Calderwood
3522	38	Bushranger	Parade	Calderwood
3523	40	Bushranger	Parade	Calderwood
3524	42	Bushranger	Parade	Calderwood
3525	44	Bushranger	Parade	Calderwood
3526	46	Bushranger	Parade	Calderwood
3527	48	Bushranger	Parade	Calderwood
3528	50	Bushranger	Parade	Calderwood
3529	52	Bushranger	Parade	Calderwood
3530	54	Bushranger	Parade	Calderwood
3531	56	Bushranger	Parade	Calderwood
3532	58	Bushranger	Parade	Calderwood
3533	2	Bottlebrush	Drive	Calderwood
3534	1	Bottlebrush	Drive	Calderwood
3535	3	Bottlebrush	Drive	Calderwood
3536	5	Bottlebrush	Drive	Calderwood
3537	7	Bottlebrush	Drive	Calderwood
3538	12	Gugara	Street	Calderwood
3539	14	Gugara	Street	Calderwood
3540	16	Gugara	Street	Calderwood

If space is insufficient use additional annexure sheet

Surveyor's Reference: 830117342 DP-16

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 8 of 12 sheet(s)

Office Use Only

Office Use Only

Registered:  3/06/2020

DP1225476

PLAN OF SUBDIVISION OF LOT 2117 IN
 DP 1214796, LOT 22 IN DP 1224293,
 LOT 3128 IN DP 1225477 &
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This sheet is for the provision of the following information as required:

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

Subdivision Certificate number: 500110/2019
 Date of Endorsement: 21/4/2020

Lot	Street Number	Street Name	Street Type	Locality
3541	18	Gugara	Street	Calderwood
3542	20	Gugara	Street	Calderwood
3543	35	Gugara	Street	Calderwood
3544	37	Gugara	Street	Calderwood
3545	10	Beauty	Street	Calderwood
3546	8	Beauty	Street	Calderwood
3547	4	Beauty	Street	Calderwood
3548	7	Beauty	Street	Calderwood
3549	5	Beauty	Street	Calderwood
3550	3	Beauty	Street	Calderwood
3551	1	Beauty	Street	Calderwood
3552	95	Farmgate	Crescent	Calderwood
3553	N/A	Escarpment	Drive	Calderwood
3554	N/A	Escarpment	Drive	Calderwood
3555	N/A	Farmgate	Crescent	Calderwood

If space is insufficient use additional annexure sheet

Surveyor's Reference: 830117342 DP-16

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 9 of 12 sheet(s)

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Registered:  3/06/2020

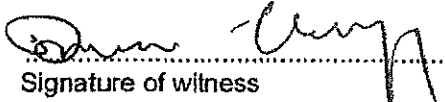
Office Use Only
DP1225476

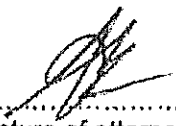
PLAN OF SUBDIVISION OF LOT 2117 IN
DP 1214796, LOT 22 IN DP 1224293,
LOT 3128 IN DP 1225477 &
LOT 100 IN DP 1248887

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

Subdivision Certificate number: SC0110/2019
Date of Endorsement: 21/4/2020

EXECUTED for COLIN JOHN SWAN by his)
attorney under power of attorney dated)
16 September 2016 and registered Book 4738)
No.592 in the presence of:)


Signature of witness

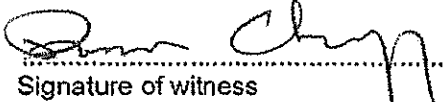

Signature of attorney

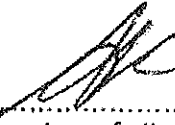
DOMINIC CUNDEY
Name of witness (block letters)

ARTHUR ILIAS
Name of attorney (block letters)

121/2019 Burns Bay Rd LANE 100E
Address of witness

EXECUTED for JACQUELINE MARY SWAN)
by her attorney under power of attorney dated)
16 September 2016 and registered Book 4738)
No.593 in the presence of:)


Signature of witness


Signature of attorney


DOMINIC CUNDEY
Name of witness (block letters)

ARTHUR ILIAS
Name of attorney (block letters)

121/2019 Burns Bay Rd LANE 100E
Address of witness

If space is insufficient use additional annexure sheet

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 10 of 12 sheet(s)

Office Use Only
Registered:  3/06/2020

Office Use Only


DP1225476

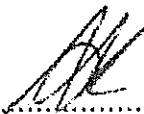
PLAN OF SUBDIVISION OF LOT 2117 IN
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 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 500110/2019
Date of Endorsement: 21/4/2020

EXECUTED for MCCRACKEN INVESTMENTS)
PTY LTD (ACN 000 414 255) by its attorney)
under power of attorney dated 5 April 2016 and)
registered Book 4704 No.975 in the presence)
of:


Signature of witness

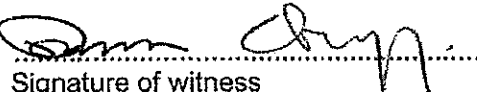

Signature of attorney


DOMINIC CUNDY
Name of witness (block letters)

ANTHONY ILIAS
Name of attorney (block letters)

221/3008 BULLS BAY Rd LANE COVE
Address of witness

EXECUTED for LENDLEASE COMMUNITIES)
(AUSTRALIA) PTY LIMITED (ACN 000 966)
085) under registered power of attorney dated)
5 September 2019 Book 4765 No. 775)
in the presence of:)


Signature of witness


Signature of attorney


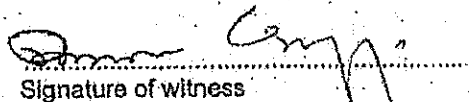
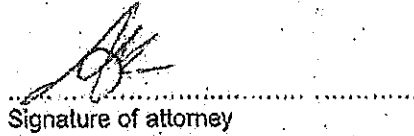
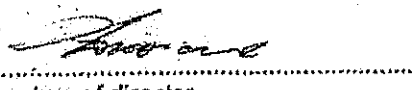
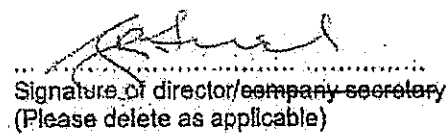
DOMINIC CUNDY
Name of witness (block letters)

ANTHONY ILIAS
Name of attorney (block letters)


221/3008 BULLS BAY Rd LANE COVE.
Address of witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 830117342 DP-16

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 11 of 12 sheet(s)	
Office Use Only Registered:  3/06/2020	Office Use Only DP1225476
PLAN OF SUBDIVISION OF LOT 2117 IN DP 1214796, LOT 22 IN DP 1224293, LOT 3128 IN DP 1225477 & LOT 100 IN DP 1248887	This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses- See 60(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number: <u>SC0110/2019</u> Date of Endorsement: <u>21/4/2020</u>	
EXECUTED for LIANA BOSCOSCURO by her) attorney under power of attorney dated) 19 August 2016 and registered Book 4735) No.763 in the presence of:)	
 Signature of witness	 Signature of attorney
<u>DOMINIC UNOHAJ</u> Name of witness (block letters)	<u>ARTUR ILIAS</u> Name of attorney (block letters)
<u>121/3203 BURNS Bay Rd WARRIOR COUS</u> Address of witness	
EXECUTED by CALDERWOOD PROPERTIES) Pty Ltd (ACN 102 801 016) in accordance with) Section 127 of the Corporations Act 2001)	
 Signature of director	 Signature of director/company secretary (Please delete as applicable)
<u>LEANDRO BOSCOSCURO</u> Name of director (block letters)	<u>GARRY RAYMOND FINCH</u> Name of director/company secretary (block letters)
If space is insufficient use additional annexure sheet	
Surveyor's Reference: 830117342 DP-16	

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 12 of 12 sheet(s)

Office Use Only
Registered:  3/06/2020


Office Use Only
DP1225476

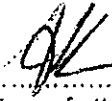
PLAN OF SUBDIVISION OF LOT 2117 IN
DP 1214796, LOT 22 IN DP 1224293,
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Subdivision Certificate number: SCD 110/2019
Date of Endorsement: 21/4/2020

EXECUTED for LENDLEASE COMMUNITIES)
(CALDERWOOD) PTY LIMITED (ACN 079 989)
674) by its attorney under power of attorney)
Dated 5 September 2019 and registered)
Book 4765 No. 776 in the presence of:)

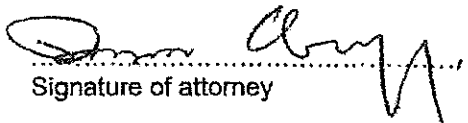

Signature of witness


Signature of attorney

MICHAELA ILIAS
Name of witness (block letters)

ARTHUR ILIAS
Name of attorney (block letters)

DEVELOPMENT DIRECTOR
Position of attorney (block letters)


Signature of attorney

DAMIAN LINDSEY
Name of attorney (block letters)

DEVELOPMENT MANAGER
Position of attorney (block letters)

If space is insufficient use additional annexure sheet

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE TO BE
 CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND
 OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
 SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 1 of 26 sheets)

Plan: DP1225476

Plan of Subdivision of Lot 2117 in DP 1214796,
 Lot 22 in DP 1224293, Lot 3128 in DP 1225477 &
 Lot 100 IN DP 1248887 covered by
 Shellharbour City Council Subdivision
 Certificate No. SC 0110 / 2019
 Dated 21/04/2020

**Full name and address of
 proprietors of the land:**

COLIN JOHN SWAN &
 JACQUELINE MARY SWAN
 24 Yellow Rock Road
 YELLOW ROCK NSW 2527

McCRACKEN INVESTMENTS PTY LTD
 (ACN 000 414 255)
 Lot 5 North Macquarie Road
 ALBION PARK NSW 2527

LIANA BOSCOCURO
 299 North Macquarie Road,
 ALBION PARK NSW 2527

Lendlease Communities (Calderwood)
 Pty Limited (ACN 079 989 674)
 Level 14, Tower Three,
 International Towers Sydney
 Exchange Place
 300 Barangaroo Avenue
 BARANGAROO SYDNEY NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 Wide (A)	3408 3409 3410 3411 3412 3413 3425 3426	3406 & 3407 3410 – 3414 (Incl.) 3411 – 3414 (Incl.) 3412 – 3414 (Incl.) 3413 & 3414 3414 3424 3424 & 3425

Approved by:
 Shellharbour City Council

.....
 (Authorised Officer)

ePlan
 (Sheet 2 of 26 sheets)

Plan: **DP1225476**

Plan of Subdivision of Lot 2117 in DP 1214796,
 Lot 22 in DP 1224293, Lot 3128 in DP 1225477 &
 Lot 100 IN DP 1248887 covered by
 Shellharbour City Council Subdivision
 Certificate No. *SC 0110 / 2019*
 Dated *21/04/2020*

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
		3427	3424 – 3426 (Incl.)
		3428	3424 – 3427 (Incl.)
		3429	3424 – 3428 (Incl.)
		3430	3424 – 3429 (Incl.)
		3455	3454 & 3547
		3456	3454, 3455 & 3547
		3457	3454 – 3456 (Incl.) & 3547
		3458	3454 – 3457 (Incl.) & 3547
		3459	3454 – 3458 (Incl.) & 3547
		3460	3454 – 3459 (Incl.) & 3547
		3479	3454 – 3460 (Incl.) & 3547
		3496	3424 – 3430 (Incl.) & 3538 – 3542 (Incl.)
		3497	3424 – 3430 (Incl.), 3496 & 3538 – 3542 (Incl.)
		3498	3497
		3499	3497 & 3498
		3500	3497 – 3499 (Incl.) & 3501 – 3503 (Incl.)
		3501	3497 – 3499 (Incl.), 3502 & 3503
		3502	3497 – 3499 (Incl.) & 3503
		3503	3497-3499 (Incl.)
		3506	3507 – 3512 (Incl.)
		3507	3508 – 3512 (Incl.)
		3508	3509 – 3512 (Incl.)
		3509	3510 – 3512 (Incl.)
		3510	3511 & 3512
		3511	3512
		3514	3513
		3515	3513 & 3514
		3516	3513 – 3515 (Incl.)
		3517	3513 – 3516 (Incl.)
		3518	3513 – 3517 (Incl.)
		3519	3513 – 3518 (Incl.)
		3524	3406 – 3408 (Incl.) & 3525 – 3532 (Incl.)
		3525	3406 – 3408 (Incl.) & 3526 – 3532 (Incl.)
		3526	3406 – 3408 (Incl.) & 3527 – 3532 (Incl.)
		3527	3406 – 3408 (Incl.) &

Approved by:
 Shellharbour City Council



(Authorised Officer)

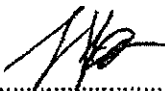
ePlan
 (Sheet 3 of 26 sheets)

Plan: **DP1225476**

Plan of Subdivision of Lot 2117 in DP 1214796,
 Lot 22 in DP 1224293, Lot 3128 in DP 1225477 &
 Lot 100 IN DP 1248887 covered by
 Shellharbour City Council Subdivision
 Certificate No. *SC 0110 / 2019*
 Dated *21/04/2020*

Number of Item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
		3528 3529 3530 3531 3532 3538 3539 3540 3541 3542 3545	3528 – 3532 (Incl.) 3406 – 3408 (Incl.) & 3529 – 3532 (Incl.) 3406 – 3408 (Incl.) & 3530 – 3532 (Incl.) 3406 – 3408 (Incl.) 3531 & 3532 3406 – 3408 (Incl.) & 3532 3406 – 3408 (Incl.) 3424 – 3430 (Incl.) & 3539 – 3542 (Incl.) 3424 – 3430 (Incl.) & 3540 – 3542 (Incl.) 3424 – 3430 (Incl.), 3541 & 3542 3424 – 3430 (Incl.) & 3542 3424 – 3430 (Incl.) 3546
2	Easement to Drain Water 1.5 Wide and Variable (A1)	3533 3543 3547	3409 – 3414 (Incl.) 3545 & 3546 3454
3	Easement to Drain Water 3 Wide (A2)	3505 3521 3522 3534	3424 – 3430 (Incl.), 3496, & 3538 – 3542 (Incl.) 3406 – 3408 (Incl.) & 3522 – 3532 (Incl.) 3406 – 3408 (Incl.) & 3523 – 3532 (Incl.) 3424 – 3430 (Incl.), 3496, & 3538 – 3542 (Incl.)
4	Easement to Drain Water Variable Width (B)	3407 3520 3523	3406 3406 – 3408 (Incl.), 3513 – 3519 (Incl.) & 3521 – 3532 (Incl.) 3406-3408 (Incl) & 3524 – 3532 (Incl)
5	Easement for Padmount Substation 2.75 wide & 2.89 wide (C)	3499, 3506 & 3553	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

Approved by:
 Shellharbour City Council


 (Authorised Officer)

Plan: **DP1225476**

Plan of Subdivision of Lot 2117 in DP 1214796,
 Lot 22 in DP 1224293, Lot 3128 in DP 1225477 &
 Lot 100 IN DP 1248887 covered by
 Shellharbour City Council Subdivision
 Certificate No. *500110 / 2019*
 Dated *21/04/2020*

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
6	Restriction on Use of Land (D)	Part 3499, Part 3500, Part 3506 & Part 3553 Designated (D)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
7	Restriction on Use of Land (E)	Part 3406, Part 3499, Part 3500, Part 3501, Part 3506 & Part 3553 Designated (E)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
8	Easement for Maintenance & Access 0.9 Wide (K)	3403 3404 3405 3408 3409 3410 3411 3412 3413 3415 3416 3417 3418 3419 3420 3421 3426 3427 3428 3429 3430 3458 3459 3460 3463 3464 3465 3466 3467 3468 3469	3402 3403 3404 3407 3410 3411 3412 3413 3414 3416 3417 3418 3419 3420 3421 3422 3425 3426 3427 3428 3429 3457 3458 3459 3462 3463 3464 3465 3466 3469 3470

Approved by:
 Shellharbour City Council



(Authorised Officer)

ePlan
 (Sheet 5 of 26 sheets)

Plan: **DP1225476**

Plan of Subdivision of Lot 2117 in DP 1214796,
 Lot 22 in DP 1224293, Lot 3128 in DP 1225477 &
 Lot 100 IN DP 1248887 covered by
 Shellharbour City Council Subdivision
 Certificate No. *SC0110/2019*
 Dated *21/04/2020*

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
		3473	3474
		3474	3475
		3475	3476
		3476	3477
		3477	3478
		3481	3480
		3482	3481
		3483	3482
		3484	3483
		3485	3484
		3486	3485
		3487	3486
		3488	3489
		3489	3490
		3490	3491
		3491	3492
		3492	3493
		3493	3494
		3494	3495
		3496	3538
		3497	3496
		3498	3497
		3499	3498
		3500	3501
		3501	3502
		3502	3503
		3506	3507
		3507	3508
		3508	3509
		3509	3510
		3510	3511
		3512	3513
		3513	3514
		3514	3515
		3515	3516
		3516	3517
		3522	3523
		3523	3524
		3524	3525
		3525	3526
		3526	3527
		3527	3528
		3530	3531

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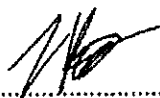
ePlan
 (Sheet 6 of 26 sheets)

Plan: **DP1225476**

Plan of Subdivision of Lot 2117 in DP 1214796,
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 Dated *21/04/2020*

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
		3531 3532 3533 3535 3536 3537 3538 3539 3540 3541 3542 3543	3532 3408 3409 3536 3537 3415 3539 3540 3541 3542 3430 3544
9	Restriction on Use of Land	Each of Lots 3401 – 3551 (incl)	Shellharbour City Council
10	Restriction on Use of Land	Each of Lots 3401 – 3551 inclusive	Every other lot 3401 – 3551 inclusive
11	Restriction on Use of Land	Each of Lots 3406 – 3408 (Incl.) & 3506 – 3532 (Incl.)	Shellharbour City Council
12	Restriction on Use of Land	Each of Lots 3402 – 3414, 3529 – 3533 inclusive	Shellharbour City Council
13	Restriction on Use of Land	Each of Lots 3401 – 3551 inclusive	Every other lot 3401 – 3551 inclusive
14	Positive Covenant	Each of Lots 3401, 3423, 3424, 3432 – 3437 (Incl.) & 3548 – 3551 (Incl.)	Shellharbour City Council
15	Restriction on Use of Land	Each of Lots	Shellharbour City Council

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Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
		3401, 3423, 3424, 3432 – 3437 (Incl.) & 3548 – 3551 (Incl.)	
16	Restriction on Use of Land	3431, 3432, 3443, 3448, 3454, 3468, 3471, 3487, 3488, 3500, 3506, 3533, 3534 & 3551	Shellharbour City Council
17	Restriction on Use of Land	Each of Lots 3401 – 3551 (Incl.)	Shellharbour City Council
18	Positive Covenant	3554	Shellharbour City Council
19	Positive Covenant	3402 – 3404 (Incl.), 3407 – 3422 (Incl.), 3425 – 3430 (Incl.), 3457 – 3459 (Incl.), 3462 – 3466 (Incl.), 3469, 3470, 3474 – 3478 (Incl.), 3480 – 3486 (Incl.), 3489 – 3498 (Incl.), 3501 – 3503 (Incl.), 3507 – 3511 (Incl.), 3513 – 3517	Shellharbour City Council

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 Shellharbour City Council



(Authorised Officer)

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Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
		(Incl.), 3523 – 3528 (Incl.), 3531, 3532, 3536 – 3542 (Incl.) & 3544	
20	Restriction on Use of Land	3403 – 3405 (Incl.), 3408 – 3413 (Incl.), 3415 – 3421 (Incl.), 3426 – 3430 (Incl.), 3458 – 3460 (Incl.), 3463 – 3469 (Incl.), 3473 – 3477 (Incl.), 3481 – 3494 (Incl.), 3496 – 3502 (Incl.), 3506 – 3510 (Incl.), 3512 – 3516 (Incl.), 3522 – 3527 (Incl.), 3530 – 3533 (Incl.) & 3535 – 3543 (Incl.),	Shellharbour City Council
21	Positive Covenant (Z2)	Part 3553 & Part 3555	Shellharbour City Council
22	Restriction on Use of Land	3401- 3414 (Incl) & 3529 – 3533 (Incl)	Shellharbour City Council

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ePlan
(Sheet 9 of 26 sheets)

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Dated *21/04/2020*

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan	Burdened lot or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to Drain Water Variable Width (Y) created by DP 1225477	Lot 3128 n DP1225477	Shellharbour City Council

PART 2 (Terms)

1. **Terms of EASEMENT TO DRAIN WATER 1.5 WIDE (A), EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE (A1), EASEMENT TO DRAIN WATER 3 WIDE (A2) and EASEMENT TO DRAIN WATER VARIABLE WIDTH (B) numbered 1, 2, 3 & 4 in the Plan**

An Easement to Drain Water on the terms as set out in Part 3 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

THE AUTHORITY empowered to release, vary or modify the easements and restrictions numbered 1, 2, 3 & 4 in the plan is **SHELLHARBOUR CITY COUNCIL**.

2. **Terms of EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (C) numbered 5 in the Plan:**


The terms of easement for padmount substation 2.75 wide marked (C) on the plan as set out in Memorandum No. AK104621 registered at NSW Land Registry Services are incorporated in this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

3. **Terms of RESTRICTION ON USE OF LAND (D) numbered 6 in the plan:**

- 3.1 No building shall be erected or permitted to remain within the restriction site as marked (D) on the plan unless:

- (a) the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating;
- (b) the external surface of the building erected more than 1.5 metres from the

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Dated *21/04/2020*

substation footing has a 60/60/60 fire rating; and

- (c) the owner provides the authority benefited with an engineer's certificate to this effect.
- 3.2 The fire ratings mentioned in clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 3.3 Definitions:
- (a) **"120/120/120 fire rating"** and **"60/60/60 fire rating"** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- (b) **"building"** means a substantial structure with a roof and walls and includes any projections from the external walls.
- (c) **"erect"** includes construct, install, build and maintain.
- (d) **"restriction site"** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
- 3.4 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- (a) Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
- (b) The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.
4. **Terms of RESTRICTION ON USE OF LAND (E) numbered 7 in the plan:**
- 4.1 No swimming pool or spa shall be erected or permitted to remain within the restricted site as marked (E) on the plan.

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Shellharbour City Council Subdivision
Certificate No. *SC 0110 / 2019*
Dated *21/04/2020*

4.2 Definitions:

- (a) "erect" includes construct, install, build and maintain.
- (b) "restricted site" means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

4.3 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System

- (a) Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation distribution system from Epsilon Distribution Ministerial Holding Corporation.
- (b) The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

THE AUTHORITY empowered to release, vary or modify the easements and restrictions on the use of land numbered 5, 6 and 7 in the plan is Epsilon Distribution Ministerial Holding Corporation. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

5. **Terms of EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE (K) numbered 8 in the plan**

5.1 The Owner of a lot benefited and every person authorised by that person may, by any reasonable means:

- (a) access the lot burdened, but only within the Easement Site, for the purpose of doing anything reasonably necessary for the purpose of renewing, replacing, painting, repairing and maintaining the residential dwelling and associated structures adjacent to the Easement Site situated on the lot benefited that may or may not be built up to the boundary line adjacent to the lot burdened; and
- (b) remain on the Easement Site for any reasonable time for the purpose outlined in

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Shellharbour City Council Subdivision
Certificate No. *SC 0110 / 2019*
Dated *21/04/2020*

clause 5.1(a) .

- 5.2 The Owner of a lot benefited and every person authorised by that person must:
- (a) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened whilst exercising the rights under this easement;
 - (b) comply with all reasonable directions by the Owner of the lot burdened in connection with the use of the Easement Site including, without limitation, any direction in respect of the hours and method of access; and
 - (c) except in an emergency, provide the Owner and any occupier of the lot burdened reasonable notice of the times and methods of access.
- 5.3 In exercising the powers granted under this easement, the Owner of a lot benefited must:
- (a) ensure all work is done properly;
 - (b) restore the Easement Site as nearly as is practicable to its former condition after any work has been carried out; and
 - (c) make good any collateral damage.
- 5.4 The owner of the burdened lot must not, within the Easement Site:
- (a) carry out any excavation or filling greater than 500 mm. Any excavation or filling shall be located and retained so as to not to impact on any adjoining drop edge beam, building, structure or property;
 - (b) erect any building or other structure of any kind other than eaves and gutter on the second or upper storey of any building and a security gate at the entrance to the Easement Site; and
 - (c) place any exposed obstructions, for example, water tanks, clothes lines, air conditioning pads or eaves but excepting any fascia and gutter on the ground floor.
- 5.5 This easement is only effective during any period within which a dwelling has been constructed within the lot benefited up to the zero lot line of the lot benefited.
- 5.6 For the purposes of this easement:
- (a) **Easement Site** means that part of the lot burdened shown as (K) in the plan and being limited in depth so as not to encompass the building structure on the lot burdened; and

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Dated *21/04/2020*

(b) **Owner** means a person who is entitled to an estate or interest in possession in a lot.

6. Terms of RESTRICTION ON USE OF LAND numbered 9 the plan:

No building shall be erected or permitted to remain on the lot hereby burdened which has been filled above its natural or previously excavated level unless the footings and foundations of the building have been erected in accordance with plans and specifications which have been,

- (a) prepared by a suitably qualified Structural and/or Civil Engineer; and
- (b) approved by Shellharbour City Council or a Private Certifier as defined in the Environmental Planning and Assessment Act 1979 (as amended).

THE AUTHORITY empowered to release, vary or modify the easements and restrictions numbered 9 in the plan is **SHELLHARBOUR CITY COUNCIL**.

7. Terms of RESTRICTION ON USE OF LAND numbered 10 in the plan:

- (a) For the purposes of this restriction, **Lendlease** means Lendlease Communities (Calderwood) Pty Limited, ACN 079 989 674.
- (b) No dividing fence shall be erected on the lot burdened unless it is erected without expense of Lendlease, its successors and assigns other than purchasers on sale.

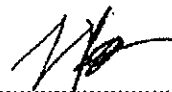
THE PARTY empowered to release, vary or modify the easements and restrictions on the use of land numbered 10 in the plan is **LENLEASE** whilst ever it owns any lot or any part of any lot in the registered plan and for a period of two (2) years thereafter, and after that time **SHELLHARBOUR CITY COUNCIL**.

8. Terms of RESTRICTION ON USE OF LAND numbered 11 in the plan:

No fencing is to be constructed on the lots burdened unless the fencing complies with the following requirements:

- (a) fencing must not be metal sheet fencing, in locations where the fences are to be constructed along the side or rear boundaries adjoining open space to minimise the visual impact, and to maximise security and passive surveillance;
- (b) fencing must be finished in woodland grey colour, where they are visible from the public domain; and
- (c) Lots with frontage to the open space area are required to have an installation of

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Shellharbour City Council



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open style, flat top palisade fencing with a minimum height of 1.5 metres.

THE AUTHORITY empowered to release, vary or modify the easements and restrictions numbered 11 in the plan is **SHELLHARBOUR CITY COUNCIL**.

9. Terms of RESTRICTION ON THE USE OF LAND numbered 12 in the plan:

The Owner must not carry out any development on the Burdened Lot unless the design, approval and construction of a dwelling and any associated ancillary structure on the Burdened Lot complies with the bushfire protection construction provisions within the current version of AS 3959 *Construction of buildings in bushfire-prone areas* including any related variation to the standard such as the bushfire attack assessment methodology or construction provisions as mandated by all relevant authorities.

THE AUTHORITY empowered to release, vary or modify the easements and restrictions numbered 12 in the plan is **SHELLHARBOUR CITY COUNCIL**.

10. Terms of RESTRICTION ON THE USE OF LAND numbered 13 in the Plan

- 10.1 The lot burdened must not be used for any purpose other than as a site for residential purposes.
- 10.2 The Owner of the burdened lot must not construct a residential dwelling on the burdened lot unless the residential dwelling and any ancillary landscaping and fencing complies with:
- (a) the Design Guidelines which Lendlease Communities, as the original developer, may apply to the lot burdened from time to time; and
 - (b) any other conditions required by any relevant consent authority.
- 10.3 This restriction on the use of land expires and has no further force or effect on and from the Date of Compliance.
- 10.4 This restriction does not apply to any lot burdened whilst Lendlease Communities is the Owner or appointed developer of that lot.
- 10.5 The Owner of the burdened lot must not subdivide the burdened lot. This restriction does not apply to a Gallery Lot.

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Certificate No. *SC0110/2019*
Dated *21/04/2020*

10.6 The Owner of a burdened lot must not:

- (a) erect any retaining wall which will be publicly visible or which has a proposed height in excess of 900mm on the burdened lot unless it is a masonry retaining wall; and
- (b) construct a building on the burdened lot which has a two storey zero lot line wall. The second or upper storey dwelling component on the burdened lot above the single storey zero lot line wall must be set back a minimum distance of 900mm from the lot boundary other than an upper storey eaves and gutter components which must be set back a minimum of 450mm from the boundary of the burdened lot.

10.7 If the burdened lot contains a retaining wall, the Owner of the burdened lot must not construct a building on the burdened lot unless the building is set back a minimum distance of 900mm from the lot boundary adjacent to the retaining wall. A larger set back may be required if stated in the building envelope plan for the burdened lot.

10.8 The Owner must not, without the consent of Lendlease Communities, lease or transfer the burdened lot until the later of:

- (a) the date an Occupation Certificate is issued;
- (b) the date of completion of the landscaping, external lighting and fencing on the lot burdened in compliance with the Design Guidelines,

unless such transfer was made by an executor of the will or the administrator of the estate of the Owner to a person entitled to the burdened lot under the will or upon the intestacy of the Owner.

10.9 For the purposes of this restriction:

- (a) **Calderwood Development** means the development known as "Calderwood Valley"
- (b) **Design Guidelines** means the 'Calderwood Valley Home Design Guidelines' and ancillary building envelope plan which regulate building and ancillary landscaping work within the Calderwood Development as may be varied from time to time;
- (c) **Date of Compliance** means the later of:
 - (i) the date an Occupation Certificate is issued;
 - (ii) the date of completion of the landscaping, external lighting and fencing on the lot burdened in compliance with the Design Guidelines; and
 - (iii) the date that is 3 years after the date on which Lendlease Communities no longer owns any land within the Calderwood Development;

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Shellharbour City Council Subdivision
Certificate No. *SC 0110 / 2019*
Dated *21/04/2020*

- (d) **Gallery Lot** means lots 3401, 3438, 3454, 3500 & 3468
- (e) **Lendlease Communities** means Lendlease Communities (Calderwood) Pty Limited ACN 079 898 674;
- (f) **Occupation Certificate** means the final occupation certificate issued by the consent authority under section Part 6 of the *Environmental Planning and Assessment Act 1979 (NSW)* for the whole of the residential dwelling constructed on the lot burdened; and
- (g) **Owner** means a person who is entitled to an estate or interest in possession in a lot.

THE PARTY empowered to release, vary or modify the Restriction on Use of Land numbered 13 in the plan is **LENLEASE COMMUNITIES (CALDERWOOD) PTY LIMITED ACN 079 989 674**

11. Terms of POSITIVE COVENANT numbered 14 in the Plan

11.1 For the purposes of this covenant:

- (a) **Acoustic Report** means "Road Traffic Noise Impact Assessment – Calderwood Valley Estate, North Macquarie Residential Sub-Division Stage 2C" Report F035_8201504026 dated February 2017 prepared by Cardno a copy of which has been lodged with a construction certificate for development application number DA0300/2016 ;
- (b) **Calderwood Development** means the development known as "Calderwood Valley"; and
- (c) **Design Guidelines** means the 'Calderwood Valley Home Design Guidelines' and ancillary building envelope plan which regulate building and ancillary landscaping work within the Calderwood Development as may be varied from time to time.

11.2 The Owner of a lot burdened must, when erecting any building on any lot burdened comply with the construction requirements and architectural treatments as outlined in the Acoustic Report and Design Guidelines.

THE AUTHORITY empowered to release, vary or modify the Positive Covenant numbered 14 in the plan is **SHELLHARBOUR CITY COUNCIL**.

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Shellharbour City Council



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(Authorised Officer)

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12. Terms of RESTRICTION ON THE USE OF LAND numbered 15 in the Plan

No vehicular access shall be permitted to or from the public roads to the lots burdened between the dimension designated by "X" – "Y" on the plan of subdivision.

THE AUTHORITY empowered to release, vary or modify the **RESTRICTION ON THE USE OF LAND** numbered 15 in the plan is **SHELLHARBOUR CITY COUNCIL**.

13. Terms of RESTRICTION ON THE USE OF LAND numbered 16 in the Plan

No front boundary fencing must be constructed on the lot burdened unless it complies with the following requirements:

- (a) brick piers 350x350mm with a minimum height of 1.5m up to 1.8m maximum height, measured from footpath level and spaced approximately 2.5m-3m apart;
- (b) the brick piers shall be constructed of brickwork and finished to match the style of the dwelling on the lot;
- (c) the infill between the brick piers is to match the style of the dwelling and must be lightweight and open (minimum 20% transparent) in styles such as powder coated metal, timber battens, hedging or open style, or artistic metal panelling;
- (d) metal sheet fencing panels are not to be used on any corner lot front boundary property fencing and may only be used as side boundary fencing to adjoining residential allotments where it does not extend forward of the dwelling house building line on either side of the boundary.

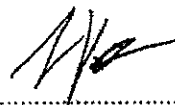
THE AUTHORITY empowered to release, vary or modify the **RESTRICTION ON THE USE OF LAND** numbered 16 in the plan is **SHELLHARBOUR CITY COUNCIL**.

14. Terms of RESTRICTION ON THE USE OF LAND numbered 17 in the Plan

Metal sheet fencing panels are not to be used on any lot property boundary forward of the dwelling house building line.

THE AUTHORITY empowered to release, vary or modify the **RESTRICTION ON THE USE OF LAND** numbered 17 in the plan is **SHELLHARBOUR CITY COUNCIL**.

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(Authorised Officer)

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Certificate No. *SC 0110 / 2019*
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15. Terms of POSITIVE COVENANT numbered 18 in the Plan

15.1 For the purposes of this covenant,

15.2 **Riparian Vegetation Management Plan** means the plan 'Calderwood Stage 2C–
Riparian Corridor Vegetation Management Plan' prepared by EcoLogical Australia Pty Ltd
dated May, 2018 a copy of which has been lodged with development application number
DA0300/2016 with Shellharbour City Council.; The owner of the lot burdened must comply
with the Riparian Vegetation Management Plan and submit annual reports to Council on
the implementation of the Riparian Vegetation Management Plan.

THE AUTHORITY empowered to release, vary or modify the **POSITIVE COVENANT** numbered 18
in the plan is **SHELLHARBOUR CITY COUNCIL**.

16. Terms of POSITIVE COVENANT numbered 19 in the Plan

16.1 For the purposes of this covenant:

- (a) **Drop Edge Beam** means a drop edge beam or similar retaining structure carried to
650mm below natural ground level ;
- (b) **Owner** means a person who is entitled to an estate or interest in possession of a lot;
and
- (c) **Zero Boundary** means a portion of the house or garage to be constructed on the lot
burdened that is built within 200mm of the side boundary of the lot burdened.

16.2 The Owner of the lot burdened must, when carrying out any development on the lot
burdened that includes a Zero Boundary, construct a Drop Edge Beam to all Zero
Boundary construction walls and if required to retaining walls built adjacent to the
boundary

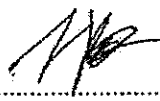
THE AUTHORITY empowered to release, vary or modify the **POSITIVE COVENANT**
numbered 19 in the plan is **SHELLHARBOUR CITY COUNCIL**.

17. Terms of RESTRICTION ON USE OF LAND numbered 20 in the Plan

17.1 For the purposes of this restriction:

- (a) **Drop Edge Beam** means a drop edge beam or similar retaining structure carried to
650mm below natural ground level;
- (b) **Owner** means a person who is entitled to an estate or interest in possession of a lot;

Approved by:
Shellharbour City Council



.....
(Authorised Officer)

Plan: **DP1225476**

Plan of Subdivision of Lot 2117 in DP 1214796,
Lot 22 in DP 1224293, Lot 3128 in DP 1225477 &
Lot 100 IN DP 1248887 covered by
Shellharbour City Council Subdivision
Certificate No. *LC 0110 / 2019*
Dated *21/04/2020*

and

- (c) **Zero Boundary** means a portion of the house or garage to be constructed on the lot that is built within 200mm of the side boundary of the lot.
- 17.2 The Owner of the lot burdened must not carry out any excavation or filling greater than 500 mm on the lot burdened unless the proposed excavation or filling shall be located and retained so as to not to impact on any Drop Edge Beam, building or structure located on the lot adjoining the lot burdened that has a Zero Boundary.

THE AUTHORITY empowered to release, vary or modify the RESTRICTION ON USE OF LAND numbered 20 in the plan is SHELLHARBOUR CITY COUNCIL.

18. Terms of POSITIVE COVENANT (Z2) numbered 21 in the Plan

- 18.1 For the purposes of this covenant **APZ Area** means that part of the lot burdened shown as "Z2" on the Plan.
- 18.2 The APZ Area must be managed as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bush Fire Protection 2006' (as amended or updated) and the NSW Rural Fire Service's document 'Standards for asset protection zones'.

THE AUTHORITY empowered to release, vary or modify the POSITIVE COVENANT numbered 21 in the plan is SHELLHARBOUR CITY COUNCIL.

19. Terms of RESTRICTION ON THE USE OF LAND numbered 22 in the Plan

No building shall be erected unless it is constructed in accordance with the construction standards required by Bushfire Attack Level (BAL) 12.5 and as set out in the following documents:

- (a) Bushfire Attack Level map prepared by Peterson Bushfire dated 20 June, 2017;
- (b) Australian Standard AS3959 "Construction of buildings in bush fire-prone areas";
- (c) Section 7.5 of Planning for Bush Fire Protection 2019 or any subsequent amendment to this document.

THE AUTHORITY empowered to release, vary or modify the RESTRICTION ON THE USE OF LAND numbered 22 in the plan is SHELLHARBOUR CITY COUNCIL.

Approved by:
Shellharbour City Council



.....
(Authorised Officer)

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Certificate No. *SC 0110 / 2019*
Dated *21/04/2020*

Executed for Colin John Swan by his
attorney under power of attorney dated
16 September, 2016 and registered
Book 4738 No 592 in the presence of:


Signature of witness


Signature of attorney

Dominic CINDOY
Name of witness

ARTHUR ILIAS
Name of attorney (block letters)

129/3005 Burns Bay Rd LANE LOVE
Address of witness

Executed for Jacqueline Mary Swan
by her attorney under power of attorney
dated 16 September, 2016 and
registered Book 4738 No 593 in the
presence of:


Signature of witness


Signature of attorney

Dominic CINDOY
Name of witness

ARTHUR ILIAS
Name of attorney (block letters)

129/3005 Burns Bay Rd LANE LOVE
Address of witness

Approved by:
Shellharbour City Council



(Authorised Officer)

Plan: **DP1225476**

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Dated *21/04/2020*

Executed for **MCCRACKEN
INVESTMENTS PTY LTD (ACN 000
414 255)** by its attorney under power of
attorney dated 5 April, 2016 and
registered Book 4704 No 975 in the
presence of:


Signature of witness


Signature of attorney

DOMINIC CUDNEY
Name of witness

ARTHUR ILIAS
Name of attorney (block letters)

12/1/2008 BURNS Bay Rd LANE COVE
Address of witness

EXECUTED for **LIANA BOSCOURO**
by her attorney under registered power of
attorney Book 4735 No.763 dated 19
August 2016 in the presence of:


Signature of witness


Signature of attorney

DOMINIC CUDNEY
Name of witness (block letters)

ARTHUR ILIAS
Name of attorney (block letters)

12/1/2008 BURNS Bay Rd LANE COVE
Address of witness

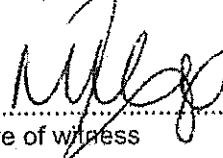
Approved by:
Shellharbour City Council


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(Authorised Officer)

Plan: **DP1225476**

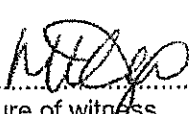
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Certificate No. *SC 0110 / 2019*
Dated *21/04/2020*

EXECUTED for LENDLEASE COMMUNITIES)
(CALDERWOOD) PTY LIMITED (ACN 079 989)
674) by its attorney under registered power of)
attorney Book 4765 No.776 dated 5 September)
2019 in the presence of:)


.....
Signature of witness

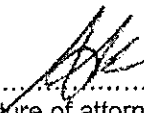
M. MIKAELA ILIUS
.....
Name of witness (block letters)

11 AUGUSTA ST, FIVE DOCK
.....
Address of witness *NSW, 2546*


.....
Signature of witness

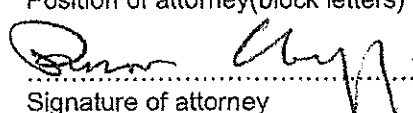
M. MIKAELA ILIUS
.....
Name of witness (block letters)

11 AUGUSTA STREET, FIVE DOCK
.....
Address of witness *NSW, 2046*


.....
Signature of attorney

ANTHONY ILIUS
.....
Name of attorney (block letters)

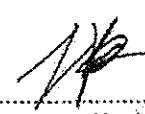
DEVELOPMENT DIRECTOR
.....
Position of attorney(block letters)


.....
Signature of attorney

DOMINIC CHIDSEY
.....
Name of attorney (block letters)

DEVELOPMENT MANAGER
.....
Position of attorney(block letters)

Approved by:
Shellharbour City Council


.....
(Authorised Officer)

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE TO BE
CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND
OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919**

23 26
(Sheet 22 of 24 sheets)

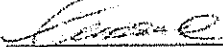
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Shellharbour City Council Subdivision
Certificate No. SC 0110 / 2019
Dated 21/04/2020

I certify that the attorney signed this
instrument in my presence.

Signed by the attorney named below who signed
this instrument pursuant to the power of attorney
specified for **Endeavour Energy Network Asset
Partnership (ABN 30 586 412 717)** on behalf of
**Epsilon Distribution Ministerial Holding
Corporation (ABN 59 253 130 878)** pursuant to
section 36 of the *Electricity Network Assets
(Authorised Transactions) Act 2015 (NSW)*

Signature of witness:



Signature of attorney:



Name of witness:

NATASHA ISSAC

Name and position of attorney:

Simon Lawton
Strategic Property Manager

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signing on behalf of:

Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Power of attorney: Book 4768

No 870

EE reference:

URS19245

Date:

18/12/2019

Approved by:
Shellharbour City Council

.....
(Authorised Officer)

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Dated *21/04/2020*

EXECUTED for and on behalf of LENDLEASE)
COMMUNITIES (AUSTRALIA) LIMITED (ACN)
000 966 085) under registered power of)
attorney Book 4765 No. 775 dated 6 September)
2019 in the presence of:)
)

[Signature]
Signature of witness

MICHAELA ILIAS
Name of witness (block letters)

11 AUGUSTA STREET, FIVE DOCK,
Address of witness *NSW, 2046.*

[Signature]
Signature of witness

MICHAELA ILIAS
Name of witness (block letters)

11 AUGUSTA STREET, FIVE DOCK,
Address of witness *NSW, 2046*

[Signature]
Signature of attorney

ARTUR ILIAS
Name of attorney (block letters)

DEVELOPMENT DIRECTOR
Position of attorney(block letters)

[Signature]
Signature of attorney

DOMINIC CUNDY
Name of attorney (block letters)

DEVELOPMENT MANAGER
Position of attorney(block letters)

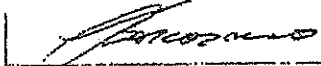
Approved by:
Shellharbour City Council

[Signature]
.....
(Authorised Officer)

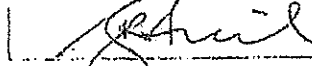
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Shellharbour City Council Subdivision
Certificate No.
Dated

Executed by Calderwood Properties Pty
Ltd ACN 102 801 016 in accordance with
Section 127 of the Corporations Act 2001



Signature of director

LEANDRO BOSCOSCURO
Name of director (print)


Signature of director/company secretary
(Please delete as applicable)

GARRY RAYMOND FINCH
Name of director/company secretary (print)

Approved by:
Shellharbour City Council


.....
(Authorised Officer)

Plan: **DP1225476**

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Shellharbour City Council Subdivision
Certificate No. *SC 0110 / 2019*
Dated *21/04/2020*

EXECUTED on behalf of **SHELLHARBOUR CITY COUNCIL** by its authorised delegate pursuant

to s.377 of Local Government Act 1993 No 30

Luke Preston

Name of Delegate (Print)

[Handwritten Signature]

Signature of Delegate

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

[Handwritten Signature]

Signature of Witness

Shafiqul Salam

Name of Witness

Shellharbour City Council

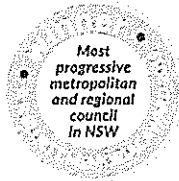
Address of Witness



Approved by:
Shellharbour City Council

[Handwritten Signature]

(Authorised Officer)



Address all communication to the Chief Executive Officer
Shellharbour City Council,
Locked Bag 155
Shellharbour City Centre, NSW 2529
DX 26402 Shellharbour City Centre
p. 02 4221 6111 f. 02 4221 6016
council@shellharbour.nsw.gov.au
www.shellharbour.nsw.gov.au

Applicant:

Info Track Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

ecertificates@infotrack.com.au

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

Applicants Reference: 1587/20#75785707#

Certificate No: PL2768/2020

Print Date: 11 December 2020

LAND DESCRIPTION:

9 Gugara Street CALDERWOOD NSW 2527

Lot 3492 DP 1225476

Land ID: 36950

Disclaimer

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

Title Information

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

Inspection of the land

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

PART A: INFORMATION PROVIDED UNDER SECTION 10.7 (2)

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

1. Name of Relevant Planning Instruments and DCPs

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

Local Environmental Plan

There are no Local Environmental Plans.

Note: State Environmental Planning Policy (State Significant Precincts) 2005 Part 28 Calderwood Site applies to the land.

State Environmental Planning Policies

SEPP No 21 - Caravan Parks.

The policy provides that where caravan parks or camping grounds are permissible under the environmental planning instrument, movable dwellings, as defined under the *Local Government Act, 1919*, are permissible.

SEPP No 33 - Hazardous & Offensive Development.

Provides new definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The policy also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the policy.

SEPP No 36 - Manufactured Home Estates.

The policy -(i) defines where Manufactured Home Estates (MHEs) may be permitted and establishes criteria for the granting of development consent to these estates, - (ii) enables, with development consent, the subdivision of MHEs, provided such subdivision complies with the provisions of the Local Government (Manufactured Home Estates) Regulation 1993.

SEPP No 50 - Canal Estate Developments.

This policy provides that where the policy applies, a person shall not carry out canal estate development as defined in the policy.

SEPP No 55 - Remediation Of Land.

The policy aims to promote the remediation of contaminated land for the purpose of reducing risk of harm to human health or any other aspect of the environment. The policy applies to the whole state to ensure that remediation is permissible development and is always carried out to high standard. It specifies when consent is required for remediation and lists considerations that are relevant when rezoning land and determining development applications.

SEPP No 64 - Advertising And Signage.

The policy aims to improve the amenity of urban and natural settings by managing the impact of outdoor advertising.

SEPP No 65 - Design Quality Of Residential Flat Development.

The policy raises the design quality of residential flat development across the state

through the application of a series of design principles. Provides for the establishment of Design Review Panels to provide independent expert advice to councils on the merit of residential flat development. The accompanying regulation requires the involvement of a qualified designer throughout the design, approval and construction stages.

SEPP No 70 - Affordable Housing (Revised Schemes).

The policy extends the life of affordable housing provisions relating to: Sydney Regional Environmental Plan No.26 - City West, Willoughby Local Environmental Plan 1995, South Sydney Local Environmental Plan 1998.

SEPP - Building Sustainability Index: Basix 2004.

This policy applies to all new single dwelling houses or dual occupancy development from 1st July 2005, and to all new multi-dwelling development or alterations and additions from 1st October 2005. BASIX is a web based tool designed to assess the potential performance of residential buildings against sustainability criteria. Details are available at www.basix.nsw.gov.au or by contacting NSW Department of Infrastructure Planning and Natural Resources.

SEPP - (State Significant Precincts) 2005.

This policy identifies the criteria for state significant development to be determined by the Minister for Infrastructure and Planning. This will facilitate the development, redevelopment or protection of important urban, coastal and regional sites of economic, environmental or social significance to the state.

SEPP - (Housing for Seniors or People with a Disability) 2004.

The policy aims to encourage the development of high quality accommodation for our ageing population and for people who have disabilities - housing that is in keeping with the local neighbourhood.

SEPP - (Mining, Petroleum Production and Extractive Industries) 2007.

This SEPP aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the purpose of promoting the social and economic welfare of the State. The policy also aims to facilitate the orderly and economic use and development of land containing mineral, petroleum and extractive material resources and to establish appropriate planning controls to encourage ecologically sustainable development through the environmental assessment and sustainable management, of development of mineral, petroleum and extractive material resources.

SEPP - (Infrastructure) 2007.

The aim of this Policy is to facilitate the effective delivery of infrastructure across the State by:

- a) improving regulatory certainty and efficiency through a consistent planning regime for infrastructure and the provision of services, and
- b) providing greater flexibility in the location of infrastructure and service facilities, and
- c) allowing for the efficient development, redevelopment or disposal of surplus government owned land, and
- d) identifying the environmental assessment category into which different types of infrastructure and services development fall (including identifying certain development of minimal environmental impact as exempt development), and
- e) identifying matters to be considered in the assessment of development adjacent

-
- to particular types of infrastructure development, and
 - f) providing for consultation with relevant public authorities about certain development during the assessment process or prior to development commencing.

SEPP - (Exempt & Complying Development Codes) 2008.

This policy aims to provide streamlined assessment processes for development that complies with specified development standards by identifying in the General Exempt Development Code the types of development that may be carried out without the need for development consent and in the Complying Development Codes the types of complying development that may be carried out in accordance with a complying development certificate.

SEPP - State Environmental Planning Policy (Affordable Rental Housing) 2009.

The aims of this Policy are as follows:

- a) to provide a consistent planning regime for the provision of affordable rental housing,
- b) to facilitate the effective delivery of new affordable rental housing by providing incentives by way of expanded zoning permissibility, floor space ratio bonuses and non-discretionary development standards
- c) to facilitate the retention and mitigate the loss of existing affordable rental housing
- d) to employ a balanced approach between obligations for retaining and mitigating the loss of existing affordable rental housing, and incentives for the development of new affordable rental housing,
- e) to facilitate an expanded role for not-for-profit-providers of affordable rental housing
- f) to support local business centres by providing affordable rental housing for workers close to places of work
- g) to facilitate the development of housing for the homeless and other disadvantaged people who may require support services, including group homes and supportive accommodation.

SEPP - State Environmental Planning Policy (State & Regional Development) 2011.

The SEPP aims to:

- a) Identify development that is State significant development,
- b) to identify development that is State significant infrastructure and critical State significant infrastructure,
- c) to confer functions on joint regional planning panels to determine development applications.

SEPP - State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007.

This Policy aims to:

- a) to provide that the erection of temporary structures is permissible with consent across the State,
- b) to ensure that suitable provision is made for ensuring the safety of persons using temporary structures,
- c) to encourage the protection of the environment at the location, and in the vicinity, of temporary structures by specifying relevant matters for consideration,
- d) to provide that development comprising the subdivision of land, the erection of a building or the demolition of a building, to the extent to which it does not

.....
already require development consent under another environmental planning instrument, cannot be carried out except with development consent.

SEPP - (State Significant Precincts) 2005 Part 28 Calderwood Site.
This SEPP contains land use zones and other planning controls apply to the land. It repeals Shellharbour Local Environmental Plan 2000 and Shellharbour Rural Local Environmental Plan 2004.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.

The aims of this Policy are to:

- (a) protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and
- (b) preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017.

This Policy aims to facilitate the effective delivery of educational establishments and early education and care facilities across the State.

State Environmental Planning Policy (Coastal Management) 2018.

This SEPP applies to part of the lot. The aim of this SEPP is to promote an integrated and co-ordinated approach to land use planning in the coastal zone in a manner consistent with the objects of the *Coastal Management Act 2016*.

State Environmental Planning Policy (Primary Production and Rural Development) 2019

The aims of this Policy are to:

- Facilitate the orderly economic use and development of lands for primary production
- Reduce land use conflict
- Identify State significant agricultural land for the purpose of ensuring the ongoing viability of agriculture on that land and
- Simplify the regulatory process for smaller-scale low risk artificial waterbodies.

Deemed SEPP's (Regional Environmental Plans)

No Deemed SEPPs apply to the land.

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

Planning Proposal - Local Environmental Plan

Shellharbour LEP 2013 Planning Proposal No 15 - Short term rental accommodation. This Planning Proposal is to consider permitting either with or without consent, subject to compliance with specific criteria, short term rental accommodation in the Shellharbour Local Government Area where a dwelling is legally permitted.

Draft State Environmental Planning Policies

Standard Instrument LEP - introduction of a definition of short term rental accommodation that is not a form of tourist and visitor accommodation and is permissible in all zones in which dwellings are permissible.

State Environmental Planning Policy (Exempt & Complying Development Codes) 2008 - Short Term Rental Accommodation.

The key changes to the State Environmental Planning Policy include specific provisions and required development standards so that Short Term Rental Accommodation is permitted as exempt or complying development and include minimum fire safety and evacuation requirements for individual premises used for Short Term Rental Accommodation.

Full details of the Standard Instrument LEP and State Environmental Planning Policy changes can be found on the website of the NSW Department of Planning & Environment www.planning.nsw.gov.au

The Draft Housing Diversity SEPP proposes to:

1. introduce new definitions for build-to-rent housing, student housing and co-living;
2. amend some state-level provisions, particularly regarding boarding house and seniors housing development;
3. amend the state-level planning provisions used by the NSW Land and Housing Corporation (LAHC) for social housing developments undertaken on Government-owned land; and
4. consolidate three housing-related SEPPs
 - State Environmental Planning Policy (Affordable Rental Housing) 2009
 - State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004
 - State Environmental Planning Policy No 70 - Affordable Housing (Revised Schemes).

It is also proposed to simplify the pathway for major LAHC projects, such as those within the Communities Plus program, to become State Significant Development (SSD) under the State Environmental Planning Policy (State and Regional Development) (2011).

Full details can be found at <https://www.planning.nsw.gov.au/Policy-and-Legislation/Housing/Diverse-and-affordable-housing>

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

Calderwood Urban Development Project Development Control Plan 2013.

.....
Draft Exhibited Development Control Plan

No exhibited draft Development Control Plans apply to the land.

Technical Policies

Shellharbour City Council Stormwater Policy. Council has adopted the Shellharbour City Council Stormwater Policy that would apply to all lots within the Shellharbour City Local Government Area.

Exhibited Technical Policies

There are no Exhibited Technical Policies on this land.

- 1.4 In this clause, proposed environmental planning instrument includes a planning proposal for the LEP or a draft environmental planning instrument.

2. **ZONING AND LAND USE UNDER RELEVANT LEPs**

For each environmental planning instrument or proposed instrument referred to in clause 1 above (other than a SEPP or proposed SEPP) that applies to the land:

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

This land is not zoned under any Local Environmental Plan. Zoned under State Environmental Planning Policy (State Significant Precincts) 2005 Part 28 Calderwood Site.

- 2.2 **For what purposes may development be carried out within the zone without the need for development consent?**

Not applicable as the Environmental Planning Instrument that applies to the land is a SEPP.

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

Not applicable as the Environmental Planning Instrument that applies to the land is a SEPP.

Exceptions

Not applicable as the Environmental Planning Instrument that applies to the land is a SEPP.

- 2.4 **For what purposes is development prohibited within the zone?**

Not applicable as the Environmental Planning Instrument that applies to the land is a SEPP.

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

Not applicable as the Environmental Planning Instrument that applies to the land is a SEPP.

- 2.6 Does the land include or comprise a critical habitat?

Not applicable as the Environmental Planning Instrument that applies to the land is a SEPP.

- 2.7 Is the land in a conservation area?

Not applicable as the Environmental Planning Instrument that applies to the land is a SEPP.

- 2.8 Is an item of environmental heritage situated on the land?

Not applicable as the Environmental Planning Instrument that applies to the land is a SEPP.

2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

This clause does not apply to the land.

3. COMPLYING DEVELOPMENT

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

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

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

Housing Code

Complying development under the Housing Code **MAY** only be carried out on that part of the land that is zoned R1 General Residential.

Rural Housing Code

Complying development under the Rural Housing Code **MAY NOT** be carried out on the land as it is not zoned RU2 Rural Landscape or R5 Large Lot Residential.

Low Rise Housing Diversity Code

Complying Development under the Low Rise Housing Diversity Code **MAY** only be carried out on that part of the land that is zoned R1 General Residential and **IS NOT** in the environmentally sensitive area being a coastal wetland or littoral rainforest identified on the Coastal Wetlands and Littoral Rainforests Map with *State Environmental Planning Policy (Coastal Management) 2018* or within 100m of the environmentally sensitive area being a coastal wetland or littoral rainforest identified on the Coastal Wetlands and Littoral Rainforests Map within *State Environmentally Planning Policy (Coastal Management) 2018*.

Greenfield Housing Code

Complying development under the Greenfield Housing Code **MAY** only be carried out on that part of the land that is zoned R1 General Residential and **IS NOT** in the environmentally sensitive area being a coastal wetland or littoral rainforest identified on the Coastal Wetlands and Littoral Rainforests Map with *State Environmental Planning Policy (Coastal Management) 2018* or within 100m of the environmentally sensitive area being a coastal wetland or littoral rainforest identified on the Coastal Wetlands and Littoral Rainforests Map within *State Environmentally Planning Policy (Coastal Management) 2018*.

Housing Alterations Code

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

General Development Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

Complying development under the Commercial and Industrial (New Buildings and Additions) Code **MAY** only be carried out on that part of the land zoned B4 Mixed Use.

Subdivisions Code

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

.....
Demolition Code

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

Fire Safety Code

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

Container Recycling Facilities Code

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

4B ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

Whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

Not applicable.

5. MINE SUBSIDENCE

5.1 Is the land proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*?

No.

6. ROAD WIDENING AND ROAD REALIGNMENT

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

(A) Division 2 of Part 3 of the *Roads Act 1993*?

No.

(B) Any environmental planning instrument?

No.

(C) Any resolution of the Council?

No.

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

Is the land affected by a policy either adopted by Council OR adopted by any other public authority and notified to the Council (for the express purposes of its adoption by that authority being referred to in planning certificates issued

.....
by the Council) that restricts the development of the land because of the likelihood of:

7.1 Landslip

No.

7.2 Bushfire

No.

7.3 Tidal Inundation

No.

7.4 Subsidence

No.

7.5 Acid Sulphate Soils

No

7.6 Any other risk

No.

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

7A.1 Is development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) subject to flood related development controls?

Calderwood Urban Development Project - No. Information relied upon to determine whether flood related development controls apply was produced by consultants engaged by the developer during the Land & Environment Court case: "Lend Lease Communities (Australia) Limited v Minister for Planning and Infrastructure, Shellharbour City Council and Wollongong City Council". The Land & Environment Court granted conditional development consent to the subdivision of this land. However, Council is in the process of preparing a Floodplain Risk Management Study and Plan for Macquarie Rivulet and advice related to flooding and flood related development controls may change upon Council's adoption of new flood information. For further information, please contact Council's Technical Services Department on 4221 6111 (This information has been provided pursuant to section 10.7(5) of the Environmental Planning & Assessment Act, but does not constitute a full section 10.7(5) planning certificate).

7A.2 Is development on the land or part of the land for any other purpose subject to flood related development controls?

Calderwood Urban Development Project - No. Information relied upon to determine whether flood related development controls apply was produced by

.....
consultants engaged by the developer during the Land & Environment Court case: "Lend Lease Communities (Australia) Limited v Minister for Planning and Infrastructure, Shellharbour City Council and Wollongong City Council". The Land & Environment Court granted conditional development consent to the subdivision of this land. However, Council is in the process of preparing a Floodplain Risk Management Study and Plan for Macquarie Rivulet and advice related to flooding and flood related development controls may change upon Council's adoption of new flood information. For further information, please contact Council's Technical Services Department on 4221 6111 (This information has been provided pursuant to section 10.7(5) of the Environmental Planning & Assessment Act, but does not constitute a full section 10.7(5) planning certificate).

7A.3 Words and expressions in this clause have the same meanings as in the Standard Instrument.

8. **LAND RESERVED FOR ACQUISITION**

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

SEPP Calderwood - No.

9. **CONTRIBUTIONS PLAN**

9.1 Which contributions plan/s apply to the land?

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

9A **BIODIVERSITY CERTIFIED LAND**

9A.1 Is the land biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*?

No.

10. **BIODIVERSITY STEWARDSHIP SITES**

10.1 Is the land a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, that council is aware of?

No.

10A **NATIVE VEGETATION CLEARING SET ASIDES**

10A.1 Does the land contain a set aside area under section 60ZC of the *Local Land Services Act 2013* that council is aware of or is registered in the public register under that section?

No.

.....
11. **BUSH FIRE PRONE LAND**

- 11.1 Is any of the land bushfire prone land as defined in the *Environmental Planning & Assessment Act 1979*?

Yes all the land is bushfire prone.

12. **PROPERTY VEGETATION PLANS**

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

No.

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

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

No.

14. **DIRECTIONS UNDER PART 3A**

- 14.1 Is there a direction by the Minister in force under section 75P(2)(c1) of the *Environmental Planning & Assessment Act 1979* that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect?

No.

15. **SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING**

- 15.1 If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies, is there a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land?

No.

- 15.2 If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies, have any terms of a kind referred to in clause 18(2) of that SEPP been imposed as a condition of consent to a development application granted after 11 October in respect of the land?

No.

16. **SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS**

.....
16.1 Is there a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land?

No.

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

17.1 Is there a current site compatibility statement (affordable rental housing), of which the council is aware, in respect of proposed development on the land?

No.

17.2 Have any terms of a kind referred to in clause 17(1) or 38(1) of the *State Environmental Planning Policy (Affordable Rental Housing) 2009* been imposed as a condition of consent to a development application in respect of the land?

No.

18. PAPER SUBDIVISION INFORMATION

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

Not applicable.

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

Not applicable.

18.3 Words and expressions used in this clause have the same meaning as they have in Part 16C of the Environmental Planning & Assessment Regulation.

19. SITE VERIFICATION CERTIFICATES

19.1 Is there a current site verification certificate, of which the Council is aware, in respect of the land?

No.

19.2 The certificate ceases to be current on:

Not applicable.

19.3 A copy of the certificate may be obtained from the head office of the NSW Department of Planning and Environment.

20. LOOSE-FILL ASBESTOS INSULATION

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

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

21. AFFECTED BUILDING NOTICES PRODUCT RECTIFICATION ORDERS

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

No

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

No

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

No

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

22.1 This Policy does not apply to the Shellharbour Local Government Area.

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

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

No.

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

No.

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

No.

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

No.

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

.....
No.

CONTAMINATED INFORMATION - 1a. There are no matters listed under Section 59(2) of the *Contaminated Land Management Act 1997* which should be specified on this certificate.

CONTAMINATED INFORMATION - 2a. The land is affected by a policy adopted by Council that restricts development of land if there is likelihood of contamination. Council has not assessed the likelihood of contamination of the land and cannot certify whether or not the policy restricts development of the land.

PART B: NOTATIONS

There are no Part B notations on this property.

PART C: - INFORMATION PROVIDED UNDER SECTION 10.7 (5) OF THE ACT

NOTE:

When information under section 10.7(5) is requested the Council is under no obligation to provide any of the information supplied in this part. We draw your attention to section 10.7(6) which states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference to any matter affecting the land does not imply that the land is not affected by any matter referred to in this planning certificate.

Endangered Ecological Community & Threatened Species.

Council has some mapping that identifies where endangered ecological communities & threatened species are known to occur. For further details contact Council's Customer Environmental Services Department.

Other Items

Planning Agreement-Sec 93F of the EPA

Agreement pursuant to Section 93F of the *Environmental Planning & Assessment Act 1979* has been entered into on this land. A copy is available on Council's website.

Filling

Council's records show that during the course of subdivision the subject land has been filled or partially filled under controlled conditions. This information was accurate at the time of subdivision release and Council suggests that when construction on lots has started the lot classification may change from the original advice. The services of a suitably qualified Consulting Engineer should be obtained.

Flooding

Calderwood Urban Development Project - Information produced by consultants engaged by the developer during the Land & Environment Court case: "Lend Lease Communities (Australia) Limited v Minister for Planning and Infrastructure, Shellharbour City Council and Wollongong City Council", indicates that the land is not flood prone. The

.....
Land & Environment Court granted conditional development consent to the subdivision of this land. However, Council is in the process of preparing a Floodplain Risk Management Study and Plan for Macquarie Rivulet and advice related to flooding and flood risk may change upon Council's adoption of new flood information. For further information, please contact Council's Technical Services Department on 4221 6111.

Precinct Development Strategy

The land is not affected by the Wattle Road Precinct Development Strategy.

Development Consents Relating To The Land

Details of current development consents for the land are available on request from the Council.

Constraints

OBSTACLE LIMITATION SURFACE: 52M AHD.

The land is subject to a 52M AHD Obstacle Limitation Surface due to operational requirements of Illawarra regional Airport. Special consideration should be given to any structure which breaches this level. Contact the Assets Manager for further details.

OBSTACLE LIMITATION SURFACE: GRADED 52M - 127M AHD.

The land is subject to a graded 52M - 127M AHD Obstacle Limitation Surface due to operational requirements of the Illawarra Regional Airport. Special consideration should be given to any structure which breaches these levels. Contact the Assets Manager for further details.

Floor Level Restrictions - Refer Subdivision Engineer.

Information regarding loose-fill asbestos insulation

Some residential homes located in the State of NSW have been identified as containing loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so the health risks (if any) this may pose for the building's occupants.

Contact NSW Fair Trading for further information.

Shellharbour Local Strategic Planning Statement

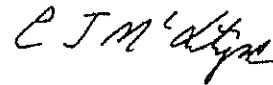
The Shellharbour Local Strategic Planning Statement (LSPS) provides details on which Council will base land use planning decisions, including future land use planning and management of growth in Shellharbour City. The LSPS applies to all land within Shellharbour City Local Government Area.

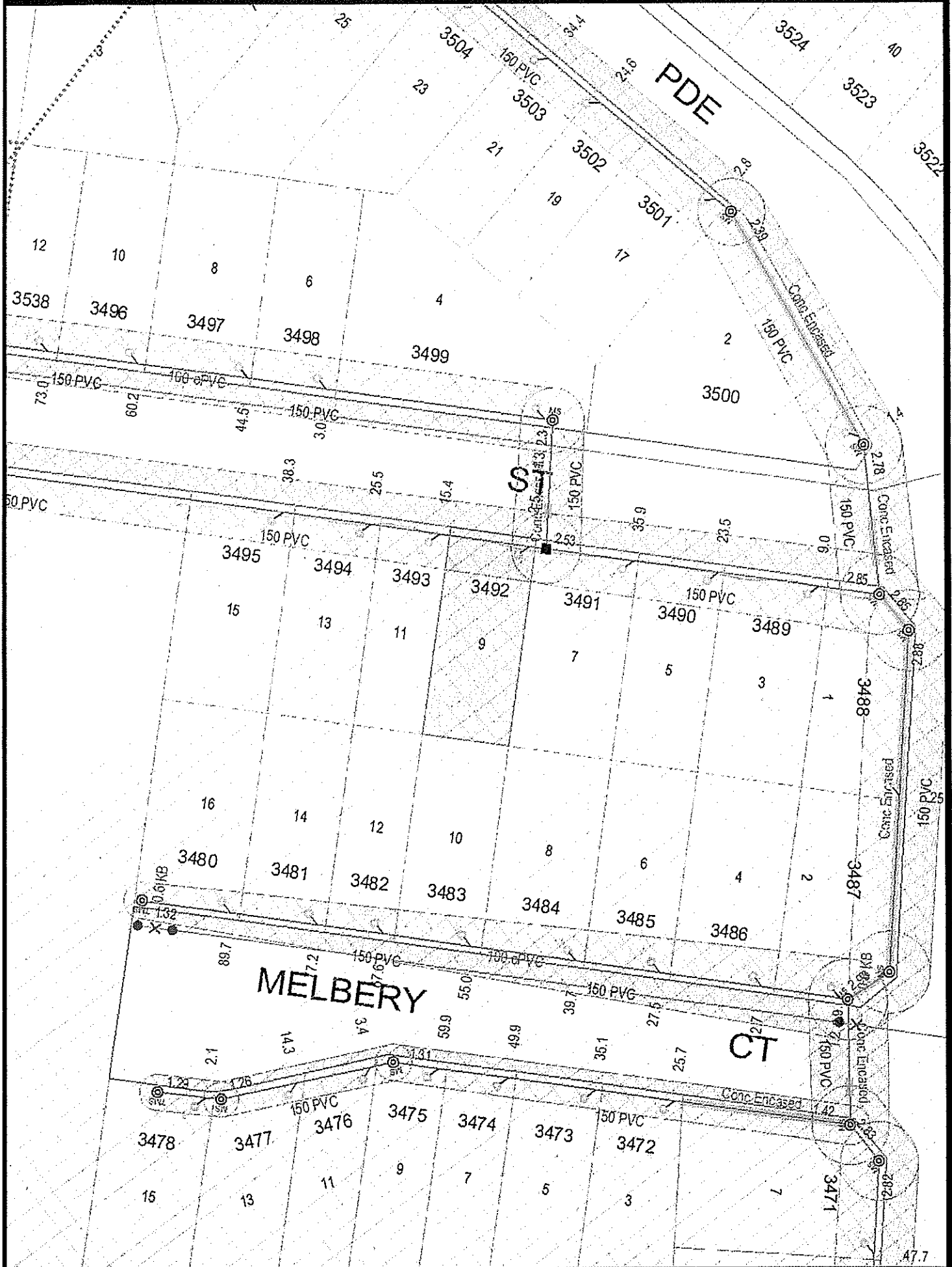
PLANNING CERTIFICATE PURSUANT TO
SECTION 10.7 ENVIRONMENTAL PLANNING
AND ASSESSMENT ACT, 1979

Cert No: PL2768/2020
Page No: 18

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

Carey McIntyre
Chief Executive Officer





NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



Application: 10608208
Your Ref: 1587/20

11 December 2020

**Property details: 9 Gugara St Calderwood NSW 2527
LOT 3492 DP 1225476**

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services
Customer Services

Certificate in respect of insurance residential building work by contractors

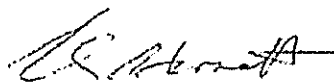
Policy No: HBCF18011346
Policy Date: 05/03/2018

A contract of insurance complying with sections 92 and 95 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

In respect of	New Single Dwelling Construction
Description of construction as advised by builder	Construction of a new dwelling and attached double garage
At	Lot 2497 Gugera Street Coburnvale NSW 2203 (Lot 2497)
Site plan number	---
Site plan type	---
Homeowner	---
Carried out by	---
Licence number	---
Builder job number	---
Contract amount	---
Contract date	Specified in contract and attached
Premium paid	\$1,342.52

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

Certificate No: HBCF18011346
Issued on: 05/03/2018



Signed on behalf of the Insurer

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

icare hbcf