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The Real Estate Institute of New South Wales.

Contract for the sale and purchase of land 2019 edition

| TERM | MEANING OF TERM | eCOS ID: 782956 | 588 NSW | V DAN: |
|------------------------|-------------------------------|---|------------------------------|--------------------------------|
| vendor's agent | COASTSIDE FIRST NATIO | ONAL | | Phone: 4295 5033 |
| | 18 / 23 ADDISON STREET | T, SHELLHARBOUR NSW 2529 | | Fax: |
| co-agent | | | | Ref: |
| vendor | ALBOB PTY LTD ATF ALE | BOB DISCRETIONARY TRUST (| ACN 131 458 583) | |
| | | ` | , | |
| vendor's solicitor | SUTHERLAND SHIRE | CONVEYANCING | | Phone: 9543 1818 |
| | PO Box 500 Menai Centra | | | Fax: |
| | 1 0 Box 300 Wentar Gentre | 11 1 1 3 VV 223 T | | Ref: 219063 |
| date for completion | 42 days after the contract of | tate (clai | use 15) Email: | ssc@suthconvey.com.au |
| land | 4 WOLLONGONG ST SHE | | isc 15) Linaii. | 33c@3dthconvcy.com.ad |
| (Address, plan details | | | | |
| and title reference) | LOT 1 IN DEPOSITED PLA | AN 21994 | | |
| | 1/21994 | | | |
| | ✓ VACANT POSSESSION | Subject to existing tena | ncies | |
| improvements | ✓ HOUSE ✓ garage | e 🔲 carport 🔲 home un | nit 🗌 carspace 🔲 s | torage space |
| | none other | ·. · | | |
| attached copies | documents in the List | t of Documents as marked or as n | iumbered: | |
| • | other documents: | Approved Development Appli | | .020 |
| A real | | y <i>legislation</i> to fill up the items i | | |
| inclusions | √ blinds | , dishwasher | ✓ light fittings | ✓ stove |
| merasions | ✓ built-in wardro | <u>_</u> | | pool equipment |
| | ✓ clothes line | insect screens | solar panels | ✓ TV antenna |
| | ✓ curtains | | arage door and 1 remote, rai | — |
| | (V) curtains | Officer. automatic gr | arage door and Tremote, rai | Tiwater tarik |
| exclusions | | | | |
| purchaser | | | | |
| | | | | |
| purchaser's solicitor | | | | Phone: |
| | | | | Fax: |
| | | | | Ref: |
| price | \$ | | | Email: |
| deposit | \$ | | (10% of the pr | rice, unless otherwise stated) |
| balance | \$ | | | |
| contract date | | | (if not stated, the | date this contract was made) |
| buyer's agent | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| vendor | | | | witness |
| | | GST AMOUNT (optional) | | |
| | | The price includes | | |
| | | GST of: \$ | | |
| | | | | |
| numahaa | OINT TENANTS | | in uncernel abore | !* |
| purchaser | JOINT TENANTS | tenants in common | in unequal shares | witness |
| PREACH OF COPYRIC | GHT MAY RESULT IN LEGAL. | ACTION | 219063 | 78295688 |

Land – 2019 edition

| | 2 Choices | | Land – 2019 |
|---|---|--|---|
| vendor agrees to accept a <i>deposit-bond</i> (clause 3) | √ NO | yes | |
| Nominated Electronic Lodgment Network (ELN) (clause 30) | PEXA | | |
| Electronic transaction (clause 30) | ☐ no | ✓ YES | |
| | | vaiver, in the space belo | details, such as the proposed w, or <i>serve within</i> 14 days of the |
| Tax information (the parties promis | e this is correct | as far as each party is av | ware) |
| land tax is adjustable | ☐ NO | √ yes | |
| GST: Taxable supply | ✓ NO | yes in full | yes to an extent |
| Margin scheme will be used in making the taxable supply | ✓ NO | yes | |
| This sale is not a taxable supply because (one or more of the foll | owing may appl | y) the sale is: | |
| ✓ not made in the course or furtherance of an enterprise ✓ by a vendor who is neither registered nor required to ☐ GST-free because the sale is the supply of a going cond ☐ GST-free because the sale is subdivided farm land or fall input taxed because the sale is of eligible residential p | be registered for cern under section arm land supplie | r GST (section 9-5(d)) on 38-325 d for farming under Sub | division 38-O |
| Purchaser must make an <i>GSTRW payment</i> (residential withholding payment) | ✓ NO | yes(if yes, vendo further details) | |
| | date, the ve | | fully completed at the contract nese details in a separate notice |
| GSTRW payment (GST residen | ntial withholding | g payment) – further de | tails |
| Frequently the supplier will be the vendor. However, entity is liable for GST, for example, if the supplier is 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 | ch supplier. | | |
| Amount purchaser must pay – price multiplied by the $\it RW rate$ (re | sidential withho | lding rate): \$ | |
| Amount must be paid: AT COMPLETION at another | time (specify): | | |

□ 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):

Is any of the consideration not expressed as an amount in money?

List of Documents

| Gen | eral | | Stra | ta or | community title (clause 23 of the contract) |
|---------|------|---|-------------|-------|--|
| ✓ | 1 | property certificate for the land | | 32 | property certificate for strata common property |
| | | plan of the land | $ \Box $ | 33 | plan creating strata common property |
| ╽┌ | 3 | unregistered plan of the land | = | | strata by-laws |
| | 4 | plan of land to be subdivided | $ \Box $ | 35 | strata development contract or statement |
| | 5 | document that is to be lodged with a relevant plan | $ \Box$ | 36 | strata management statement |
| | 6 | section 10.7(2) planning certificate under Environmental | \Box | 37 | strata renewal proposal |
| | | Planning and Assessment Act 1979 | \Box | 38 | strata renewal plan |
| | 7 | additional information included in that certificate under | = | 39 | leasehold strata - lease of lot and common property |
| | _ | section 10.7(5) | | 40 | property certificate for neighbourhood property |
| ✓ | 8 | sewerage infrastructure location diagram (service location diagram) | | 41 | plan creating neighbourhood property |
| ✓ | 9 | sewer lines location diagram (sewerage service diagram) | | 42 | neighbourhood development contract |
| | | document that created or may have created an easement, | | 43 | neighbourhood management statement |
| " | | profit à prendre, restriction on use or positive covenant | | 44 | property certificate for precinct property |
| | | disclosed in this contract | | 45 | plan creating precinct property |
| | 11 | planning agreement | | 46 | precinct development contract |
| | 12 | section 88G certificate (positive covenant) | | 47 | precinct management statement |
| | 13 | survey report | | 48 | property certificate for community property |
| | 14 | building information certificate or building certificate given | | 49 | plan creating community property |
| L_{L} | 4.5 | under legislation | | 50 | community development contract |
| ᅵ片 | | lease (with every relevant memorandum or variation) | | 51 | community management statement |
| ᅵ片 | _ | other document relevant to tenancies | | 52 | document disclosing a change of by-laws |
| ᅡ片 | | licence benefiting the land | | 53 | document disclosing a change in a development or |
| ᅡ片 | | old system document | _ | | management contract or statement |
| ᅵ片 | | Crown purchase statement of account | ᄖ | | document disclosing a change in boundaries |
| | | building management statement form of requisitions | ш | 55 | information certificate under Strata Schemes Management Act 2015 |
| | | clearance certificate | $ \neg$ | 56 | information certificate under Community Land Management |
| ᅵ片 | | land tax certificate | ľ | 50 | Act 1989 |
| Hom | | illding Act 1989 | | 57 | disclosure statement - off the plan contract |
| | | | | 58 | other document relevant to off the plan contract |
| ᅵ닏 | | insurance certificate | Othe | er | |
| ᅵ片 | | brochure or warning | | 59 | |
| | | evidence of alternative indemnity cover | _ | | |
| Swir | | ng Pools Act 1992 | Appr | oved | Development Application and Plans under DA0246/2020 |
| | | certificate of compliance | | | |
| l□ | | evidence of registration | | | |
| | | relevant occupation certificate | | | |
| l□ | | certificate of non-compliance | | | |
| | 31 | detailed reasons of non-compliance | | | |
| | | | | | |
| | | | | | |
| | | HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – | Nam | e, a | ddress, 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:

APA Group NSW Department of Education

Australian Taxation Office NSW Fair Trading

Council Owner of adjoining land

County Council Privacy

Department of Planning, Industry and Public Works Advisory Environment Subsidence Advisory NSW

Department of Primary Industries Telecommunications
Electricity and gas Transport for NSW

Land & Housing Corporation Water, sewerage or drainage authority

Local Land Services

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.

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

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

adjustment date the earlier of the giving of possession to the purchaser or completion;

the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank

bank, a building society or a credit union;

any day except a bank or public holiday throughout NSW or a Saturday or Sunday; business day

a cheque that is not postdated or stale; cheque

a certificate within the meaning of s14-220 of Schedule 1 to the TA Act, that covers clearance certificate

one or more days falling within the period from and including the contract date to

completion;

a deposit bond or guarantee from an issuer, with an expiry date and for an amount deposit-bond

each approved by the vendor;

vendor's agent (or if no vendor's agent is named in this contract, the vendor's depositholder

solicitor, or if no vendor's solicitor is named in this contract, the buyer's agent);

document relevant to the title or the passing of title: document of title

the percentage mentioned in s14-200(3)(a) of Schedule 1 to the TA Act (12.5% as FRCGW percentage

at 1 July 2017);

a remittance which the purchaser must make under s14-200 of Schedule 1 to the FRCGW remittance

TA Act, being the lesser of the FRCGW percentage of the price (inclusive of GST, if

any) and the amount specified in a variation served by a party;

A New Tax System (Goods and Services Tax) Act 1999; GST Act

GST rate the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition

- General) Act 1999 (10% as at 1 July 2000);

a payment which the purchaser must make under s14-250 of Schedule 1 to the TA GSTRW payment

Act (the price multiplied by the GSTRW rate);

the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the TA Act (as at GSTRW rate

1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);

legislation an Act or a by-law, ordinance, regulation or rule made under an Act;

subject to any other provision of this contract; normally

each of the vendor and the purchaser; party

property the land, the improvements, all fixtures and the inclusions, but not the exclusions; planning agreement

a valid voluntary agreement within the meaning of s7.4 of the Environmental

Planning and Assessment Act 1979 entered into in relation to the property; an objection, question or requisition (but the term does not include a claim);

rescind this contract from the beginning;

rescind serve in writing on the other party: serve

an unendorsed *cheque* made payable to the person to be paid and settlement cheque

issued by a bank and drawn on itself; or

if authorised in writing by the vendor or the vendor's solicitor, some other

cheaue:

in relation to a party, the party's solicitor or licensed conveyancer named in this solicitor

contract or in a notice served by the party;

TA Act Taxation Administration Act 1953; terminate terminate this contract for breach:

variation a variation made under s14-235 of Schedule 1 to the TA Act, in relation to a period, at any time before or during the period; and within

work orde a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does

not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of

the Swimming Pools Regulation 2018).

Deposit and other payments before completion 2

requisition

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- Normally, the purchaser must pay the deposit on the making of this contract, and this time is essential. 2.2
- If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential. 2.3
- The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a cheque 2.4 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.
- 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 *serving* it
 - 5.2.1 if it arises out of this contract or it is a general question about the *property* or title *within* 21 days after the contract date;
 - 5.2.2 if it arises out of anything *served* by the vendor *within* 21 days after the later of the contract date and that *service*; and
 - 5.2.3 in any other case within a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 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)

- 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
 - 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;
 - the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 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
 - 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
 - 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
 - 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*
 - 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
 - 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

- 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
 - 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
 - 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
 - allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor
 - 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is rescinded or terminated the purchaser must immediately vacate the property.
- 18.7 If the parties or their solicitors on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a party a right to rescind, the party can exercise the right
 - 19.1.1 only by serving a notice before completion; and
 - 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. Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights
- 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 serving a transfer of itself implies acceptance of the property or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 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

- 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
- 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 earnt by the fund that has been applied for any other purpose;
 and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
 - 24.4.2 if the security is not transferable, each *party* must do 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;
 - 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:

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;

electronic transaction a Conveyancing Transaction to be conducted for the parties by their legal

representatives as Subscribers using an ELN and in accordance with the ECNL

and the participation rules:

electronically tradeable a land title that is Electronically Tradeable as that term is defined in the

conveyancing rules:

incoming mortgagee any mortgagee who is to provide finance to the purchaser on the security of the

property and to enable the purchaser to pay the whole or part of the price; the details which a party to the electronic transaction must provide about any

discharging mortgagee of the property as at completion;

participation rules the participation rules as determined by the ECNL;

populate to complete data fields in the Electronic Workspace; and

title data the details of the title to the property made available to the Electronic Workspace

by the Land Registry.

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if -

mortgagee details

- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a clearance certificate in respect of every vendor is not attached to this contract.

31.2 The purchaser must -

- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the settlement cheque to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the FRCGW remittance.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017
 - 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
 - 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

Conditions of sale by auction

If the *property* is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

COOLING-OFF CERTIFICATE

| I, | | |
|---------|----------------------------|--|
| of | | |
| certify | as follo | ws:- |
| 1. | I am a | Solicitor/Barrister currently admitted to practise in New South Wales. |
| 2. | referer SHELI called | iving this Certificate in accordance with S.66W of the Conveyancing Act, 1919 with noce to a Contract for sale of property known as 4 WOLLONGONG STREET , LHARBOUR, 2529 from and Albob Pty Ltd Atf Albob Discretionary Trust (hereinafter the Vendor(s)) to nafter called the Purchaser(s)) in order that there is no Cooling off period in relation to that ct. |
| 3. | vendo | of act for the vendor and am not employed in the legal practice of a solicitor acting for the roor am I a member or employee of a firm of which a solicitor acting for the vendor is a er or employee. |
| 4. | | explained to the purchaser / an officer of the purchaser corporation or a person involved in inagement of its affairs: |
| | (i) | the effect of the contract for the purchase of that property; |
| | (ii) | the nature of this certificate; |
| | (iii) | the effect of giving this certificate to the vendor, that is, that there is no cooling-off period in relation to the contract. |
| Dated: | | |
| Signed | : | Solicitor |

SPECIAL CONDITIONS

33. AMENDMENTS TO PRINTED CLAUSES

The printed clauses are amended as follows: -

- (a) In the definition of "settlement cheque" delete "the vendor or";
- **(b)** Clause 7.1.1 is deleted;
- (c) In clause 7.2.1 "10% of the price" is changed to "\$100.00";
- (d) In clause 7.2.4 after the words "more than", delete the rest of the sentence and replace it with "the lesser of the total amount claimed and \$100.00";
- **(e)** At the end of clause 7.2.6 delete the full stop and add "and the amount held and all net interest must be paid to the Vendor.";
- (f) In clause 8.1.1 delete the words and punctuation ", on reasonable grounds,";
- (g) In each of clauses 10.1.8 and 10.1.9 delete "substance" and replace it with "existence";
- (h) Clause 13.2 is deleted and replaced with "Normally, if a party must pay the price or any other amount to the other party under this contract, GST is to be added to the price or amount.
- (i) In clause 14.4 delete the words "must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but":
- (j) In clause 14.4.2 delete all the words and replace them with "by adjusting the amount paid or payable based upon the assessment of land tax for the property for the current year":
- (k) Clause 16.8 is deleted;
- (I) Clause 23.6.1 is deleted.
- (m) Clause 23.13 "7" is deleted and replaced with "3";
- (n) Clause 23.14 "7" is deleted and replaced with "3";
- (o) Clauses 24.1.1 & 24.3.3 are deleted.
- (p) Clause 30.5 "7" is deleted and replaced with "14";
- (q) Clause 30.8 "7" is deleted and replaced with "14";
- (r) Clause 30.10 "parties" is deleted and replaced with "purchaser";
- (s) Clause 31.4 "7" is deleted and replaced with "3";

34. NOTICE TO COMPLETE

(a) Where for any reason other than default or delay by the party proposing to give a notice to complete this contract is not completed by the completion date, then at any time after the completion date the party not in default may serve on the party in default a notice to complete which makes time of the essence of this contract. Any notice to complete shall nominate a date by which this contract must be completed, which date must be at least 14 days after the date of service of the notice to complete (calculated exclusive of the date of service but inclusive of the nominated date). The parties acknowledge that this period of 14 days is reasonable for all purposes. The party serving a notice to complete may at any time withdraw the notice to complete by further notice to the party in default and/or, at its option, extend or issue a further notice to complete.

(b) The Vendor:

- (i) Is not obliged to remove any caveat registered over the property by or on behalf of the Purchaser or the Purchaser's mortgagee;
- (ii) Will not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any Caveat registered over the property by or on behalf of the Purchaser or the Purchaser's mortgagee;
- (iii) Is not obliged to remove any charge on the property for any outgoings until completion;
- (iv) Will not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any Charge on the property for any outgoings;
- (v) May serve a Notice to complete on the Purchaser notwithstanding that, at the time such notice is issued or at any subsequent time, there is a caveat registered over the property by or on behalf of the Purchaser or the Purchaser's mortgagee and/or a Charge on the property for any outgoings.
- (c) Should the vendor serve a notice to complete hereunder the purchaser will pay to the vendor on settlement the sum of \$330.00 by way of liquidated damages which the parties acknowledge is a reasonable figure to cover the expenses of drafting, preparing and serving the notice.

35. INTEREST

If this contract is not completed by the completion date, the purchaser shall on completion pay to the vendor, in addition to the balance of the price, interest on the unpaid balance of the price at the rate of 10% per annum, calculated on a daily basis from the completion date (or if the vendor is not ready willing and able to complete on the completion date, then from such later date on which the vendor is ready willing and able to

complete this contract) to the date of completion. The obligation to pay interest is an essential term of this contract and the vendor is under no obligation to complete this contract unless the interest provided for in this special condition has been paid.

36. CAPACITY.

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either *party* at law or in equity had this clause not been included, if either *party* (and if more than one person comprises that first *party* then any one of them) prior to completion:

- (a) dies or becomes mentally ill, then the other *party* may *rescind* this contract by written notice to the first *party*'s *solicitor* and thereupon this contract will be at an end and the provisions of clause 19 apply; or
- **(b)** being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first *party* will be in default under this contract.

37. INCONSISTENCY & SEVERABILITY

If there is any inconsistency between the printed clauses (i.e. those numbered up to 32.4) and these special conditions (i.e. those numbered from 33 onwards), the special conditions prevail to the extent of that inconsistency. Unenforceability of a provision of this contract does not affect the enforceability of any other provision of this contract. This special condition does not apply if its application materially affects the commercial arrangement constituted by this contract.

38. WARRANTIES

The purchaser warrants:

- (a) that it has inspected the property and unless stated otherwise in this contract, it has not entered into this contract in reliance on any statement, representation, promise or warranty made by or on behalf of the vendor in respect of:
 - (i) the property;
 - (ii) the neighbourhood in which the property is located;
 - (iii) the suitability of the property for any use;
 - (iv) any rights and privileges relating to the property; or
 - (v) any matter which has or may have an effect on the property.
- (b) that it has inspected the property and accepts the same in its present condition and state of repair and subject to all or any dilapidation, infestation, faults and defects whether latent or patent.
- (c) that the purchaser has made his own enquiries and satisfied himself in relation to the description of the property sold without reference to any advertisement published or statement made prior to signing of this Contract and notwithstanding any misdescription error or omission in or from the particulars of any map or plan of the property is purchasing the property with full notice of and subject to the situation state and condition of the property.
- (d) that the purchaser was not introduced to the vendor or the property by any real estate agent except the agent (if any) named on the front page of this contract and the purchaser indemnifies the vendor (and if more than one, each of them) against any claim for commission which might be made by any agent resulting from an introduction forming a breach of such warranty and against all costs and expenses incidental to defending any such claim. It is agreed that these indemnities shall be continuing indemnities not merging on completion.

39. OBJECTIONS, REQUISITIONS OR CLAIMS

The purchaser may not make any objection, requisition or claim for compensation in respect of:

- (a) the nature, location, availability or non-availability of any service;
- (b) the property being subject to any service or mains, pipes or connections for any service;
- (c) the property having the benefit of any rights or easements in respect of any service or mains, pipes or connections for any service;
- (d) any defects in any service;

- (e) any underground or surface storm water drain passing through or over the property;
- (f) any manhole or vent on the property; or
- (g) any rainwater downpipe being connected to the sewer.
- (h) all matters disclosed or referred to in the survey report (if any) attached hereto and The vendor makes no warranty as to the accuracy or completeness of the survey report or that the original of same will be available on settlement.
- (i) any boundary of the said parcel is not fenced or that any boundary fence or wall shall not be upon or within such boundary.

40. ENCUMBRANCE ON CERTIFICATE OF TITLE & REMOVAL OF CHARGES

- (a) If any encumbrance to which this contract is not subject is noted on the certificate of title for the property on completion, then the purchaser must accept a duly executed discharge in registrable form (if appropriate) which will remove the encumbrance, together with the applicable registration fee and when the vendor gives the purchaser a discharge, the vendor is regarded as having given the purchaser a transfer of the property free from the encumbrance.
- (b) The vendor is not obliged to remove any charge on the property for any outgoings until completion. The vendor will not be deemed to be unable, not ready or unwilling to complete this contract by reason of the existence of any charge on the property for any outgoings and may serve a notice to complete on the purchaser notwithstanding that, at the time such notice is issued or at any subsequent time there is a charge on the property for any outgoings.

41. DEPOSIT

- (a) The *depositholder* is authorised to release to the Vendor the deposit, provided that such moneys so released shall only be used by the Vendor to assist in the purchase of real property (including the payment of any stamp duty thereon) and shall only be paid into the trust account of a licensed real estate agent or solicitor (excluding any amount required for payment of any stamp duty) and shall not be further released without the consent of the purchaser until completion.
- (b) The parties acknowledge that it is a fundamental condition of this Contract that a deposit of 10% of the purchase price is payable and shall be forfeited to the Vendor in the event of the Purchaser's default under this Contract. In the event that the Vendor agrees to accept less than 10% of the purchase price to be paid by the Purchaser, either on or before the date of exchange or prior to the expiry of any cooling off period granted under this Contract, then the balance of the deposit (being 10% of the purchase price) shall be paid to the Vendor on the date of completion, in the event that the Contract is completed, or immediately upon notice being served on the Purchaser by or on behalf of the Vendor in the event this Contract is terminated. Provided however that if the deposit is paid in instalments then all interest earned on the deposit herein shall be for the benefit of the vendor solely.
- (c) Notwithstanding any other provision of this Contract, if a cooling off period applies, then the deposit may be paid by two (2) instalments as follows:
 - (i) An amount equivalent to 0.25% of the purchase price on or before the making of this Contract;
 - (ii) The balance of the deposit no later than 5.00pm on the 5th business day after the date of this Contract (time being of the essence).

42. FIRB APPROVAL

The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 requiring the obtaining of consent to certain transactions do not apply to the purchaser in relation to this contract. If the purchaser breaches this warranty, whether deliberately or unintentionally, the purchaser will indemnify and compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence of this breach by the purchaser.

43. GUARANTEE AND INDEMNITY

("the Guarantors") hereby jointly and severally agree to guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this contract and indemnify and keep

indemnified the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor, resulting or arising from any failure by the Purchaser to perform or observe any of the obligations on its part to be performed or observed. This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by reason of any deemed waiver by the Vendor or by any means other than express waiver by the Vendor. Any rescission or termination of this contract will not waive any of the obligations arising pursuant to this clause. This guarantee and indemnity is an essential condition of this contract and is deemed to constitute a principal obligation between the Guarantors and the Vendor.

| Signed, sealed and delivered by | |
|------------------------------------|-----------|
| the Guarantors in the presence of: | |
| • | |
| | |
| | |
| | |
| Witness | Guarantor |

44. PEXA

The Vendor and Purchaser agree that:

- (a) The completion of this Contract will take place through PEXA; and
- **(b)** In the event that Completion does not take place through PEXA, then the Purchaser will pay to the Vendor the sum of \$330.00 (inclusive of GST) on Completion in addition to the Purchase Price.

45. REQUISITIONS ON TITLE

The purchaser agrees that the only form of general requisitions on title that it is entitled to raise under clause 5.1 of the contract are the Requisitions on Title, as annexed.

46. DEVELOPMENT APPLICATION

The vendor agrees to provide to the Purchaser on completion the original DA 0246/2020 and stamped plans and any other associated documents, images or plans relating to DA 0246/2020. The Vendor will assign all right title and interest in the DA 0246/2020 and associated architectural plans to enable the Purchaser to obtain a construction certificate. The purchaser will be responsible for all Council fees levies and contributions with respect to the DA0246/2020.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: ALBOB PTY LTD ATF ALBOB DISCRETIONARY TRUST

Purchaser:

Property: 4 WOLLONGONG STREET, SHELLHARBOUR

Dated: 01 March 2021

Possession and tenancies

- 1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
- 2. Is anyone in adverse possession of the property or any part of it?

3.

- (a) What are the nature and provisions of any tenancy or occupancy?
- (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
- (c) Please specify any existing breaches.
- (d) All rent should be paid up to or beyond the date of completion.
- (e) Please provide details of any bond together with the Rental Bond Board's reference number.
- (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
- 4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948.*)
- 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 Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy 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.
- 7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal 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 the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

- 11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
- 12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

- 13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
- 14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.

15.

- (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 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 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 issued under the *Environmental Planning and Assessment Act 1979* 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 under the Home Building Act 1989.
- 16. 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?
- 17. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the Swimming Pools Act 1992?
 - (c) if the swimming pool has been approved under the Local Government Act 1993, please provide details.
 - (d) are there any outstanding notices or orders?

18.

- (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to Requisition (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* or the *Encroachment of Buildings Act 1922*?

Affectations

- 19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 20. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the
 - (c) any latent defects in the property?
- 21. Has the vendor any notice or knowledge that the property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?

22.

- (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?
- 23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

24. 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

- 25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 28. The purchaser reserves the right to make further requisitions prior to completion.
- 29. 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 completion date.



REGISTRY Title Search

Information Provided Through triSearch (Website) Ph. 1300 064 452 Fax.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/21994

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO. CONTROL OF THE RIGHT TO DEAL IS HELD BY MACQUARIE BANK LIMITED.

LAND

LOT 1 IN DEPOSITED PLAN 21994

LOCAL GOVERNMENT AREA SHELLHARBOUR
PARISH OF TERRAGONG COUNTY OF CAMDEN
TITLE DIAGRAM DP21994

FIRST SCHEDULE

ALBOB PTY LTD

BOB PTY LTD (T AN767527)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 F167081 COVENANT
- 3 AN767528 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

219063

PRINTED ON 23/2/2021

^{*} Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. triSearch an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

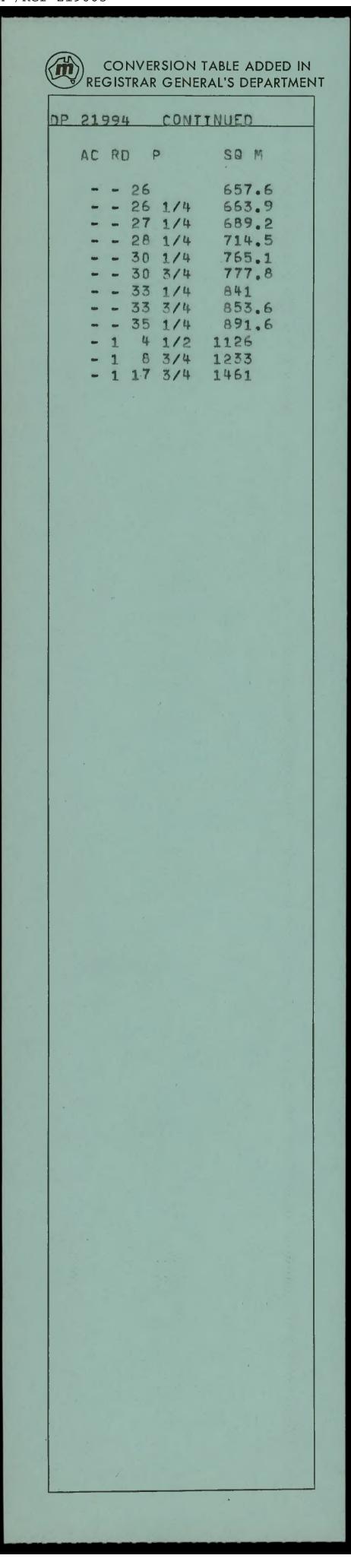
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being registered as the proprietor of an estate in fee simple* in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of Two hundred and fifty pounds

(4 250) (the receipt whereof is hereby acknowledged) paid to me by

DOTOTIV I NE STONE Of Likemia Spinster

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And the transferce covenants with the transferor And the Transferee covenants with the Transferor but only during the ownership thereof by the Transferor that no fence shall hereafter be erected upon the boundaries of the said lot to iden the certificate divide the same from the adjoining lots of the Transferor without the confet 1979, should and of the Transferor but such consent shall not be withheld if such fence
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ENCUMBRANCES, &c., REFERRED TO

RESERVATIONS AND COMMITTIONS (if any) in Grown Grant.

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is to whom the Frantieror is known, otherwise the attesting witness should appear before one of the above functionaries to make a declaration in the form overlest. As to insteaments executed elsewhere, see back of form.

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If the Transferor or Trans-feron signs by a mark, the attraction must state " that the instrument was read over rolained to him, and te appeared fully to stand the same."

Signed at

Signed in my presence by the transferor

^bSigned

Inder.

this day of February 1950

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

Signed in my presence by the transferee WHO IS PERSONALLY KNOWN TO

D. S. Stone 28/7/1949. Transferee.

It signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, as I the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferce or his Solicitor, and renders any person fallely or negligently certifying liable to a penalty of f80; also to damages recoverable by parties injured. Unless the in-trument contains some special coverant by the transferce, the solicitor may sign to essess where it is established that the transferce's signature cannot be obtained without difficulty. The Solicitor must sign his own name and not that of his firm.

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

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Signed in my presence by the transferor

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

Signed in my presence by the transferee WHO IS PERSONALLY KNOWN TO

D. S. Stone 28/7/1949. Transferee.

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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:

InfoTrack 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: 219063

Certificate No: PL0413/2021

Print Date: 24 February 2021

LAND DESCRIPTION:

4 Wollongong Street SHELLHARBOUR NSW 2529

Lot 1 DP 21994

Land ID: 13384

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.

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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

Shellharbour Local Environmental Plan 2013.

Reference should also be made to NSW Legislation website www.legislation.nsw.gov.au for full details regarding this LEP.

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.

Page No:

Cert No:

PL0413/2021

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,
- 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

Cert No: PL0413/2021 Page No:

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,

Cert No: PL0413/2021 Page No:

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.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017. The aims of this Policy are to:

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

No exhibited Draft Local Environmental Plans.

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 (Evernt & Complying Dayslanment Codes)

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 Tern 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 coliving;
- 2. amend some state-level provisions, particularly regarding boarding house and seniors housing development;
- 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?

The Shellharbour Development Control (DCP) is Council's only DCP and applies to all of the Shellharbour City Council area except for the land at Calderwood covered by the Major Development State Environmental Planning Policy.

The DCP covers many forms of development including residential, commercial and industrial and will potentially apply to any development within the Shellharbour City Council area that requires development consent.

Section 79C of the *Environmental Planning and Assessment Act* lists a DCP as a matter for consideration in determining a development application.

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PL0413/2021

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?

Shellharbour LEP 2013 - R2 Low Density Residential.

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

Shellharbour LEP 2013 - R2: Home occupations.

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

Shellharbour LEP 2013 - R2: Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Jetties; Multi dwelling housing; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semidetached dwellings; Seniors housing; Tank-based aquaculture; Water reticulation systems.

Exceptions

Shellharbour LEP 2013 - No.

2.4 For what purposes is development prohibited within the zone?

Shellharbour LEP 2013 - R2: Any development not specified in clause 2.2 or 2.3.

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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?

Shellharbour LEP 2013 - No.

Note: A minimum lot size applies to all land shown on the Lot Size Map and/or as outlined in Shellharbour LEP 2013 written instrument.

Note: A clause for the subdivision of certain split zoned land applies as outlined in the Shellharbour LEP 2013 written instrument.

2.6 Does the land include or comprise a critical habitat?

Shellharbour LEP 2013 - No.

2.7 Is the land in a conservation area?

Shellharbour LEP 2013 - No.

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

Shellharbour LEP 2013 - No.

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 be carried out on the land.

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Rural Housing Code

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

Low Rise Housing Diversity Code

Complying development under the Low Rise Housing Diversity Code MAY be carried out on the land.

Greenfield Housing Code

Complying Development under the Greenfield Housing Code MAY NOT be carried out on the land.

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 & Additions) Code MAY be carried out on the land.

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.

PLANNING CERTIFICATE PURSUANT TO Cert No: PL0413/2021

SECTION 10.7 ENVIRONMENTAL PLANNING Page No: 10

AND ASSESSMENT ACT, 1979

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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. <u>COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS.</u>

Is the land affected by a policy either adopted by Council <u>OR</u> 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.

AND ASSESSMENT ACT, 1979

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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?

Council has no record indicating that the land may be located within a flood hazard area. If you have any doubt as to whether the land is affected by flooding, the services of a suitably qualified Consulting Engineer should be obtained.

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

Council has no record indicating that the land may be located within a flood hazard area. If you have any doubt as to whether the land is affected by flooding, the services of a suitably qualified Consulting Engineer should be obtained.

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?*

Shellharbour LEP 2013 - No.

9. CONTRIBUTIONS PLAN

9.1 Which contributions plan/s apply to the land?

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

PLANNING CERTIFICATE PURSUANT TO Cert No: PL0413/2021

SECTION 10.7 ENVIRONMENTAL PLANNING Page No: 12

AND ASSESSMENT ACT, 1979

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9A BIODIVERSITY CERTIFIED LAND

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

No.

10. <u>BIODIVERSITY STEWARDSHIP SITES</u>

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?

No.

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?

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No.

AND ASSESSMENT ACT, 1979

15. <u>SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS</u> 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. <u>SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR</u> 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. <u>SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING</u>
- 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.

AND ASSESSMENT ACT, 1979

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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. <u>SITE VERIFICATION CERTIFICATES</u>

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. <u>STATE ENVIRONMENTAL PLANNING POLICY (WESTERN SYDNEY AEROTROPOLIS)</u> 2020

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

AND ASSESSMENT ACT, 1979

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

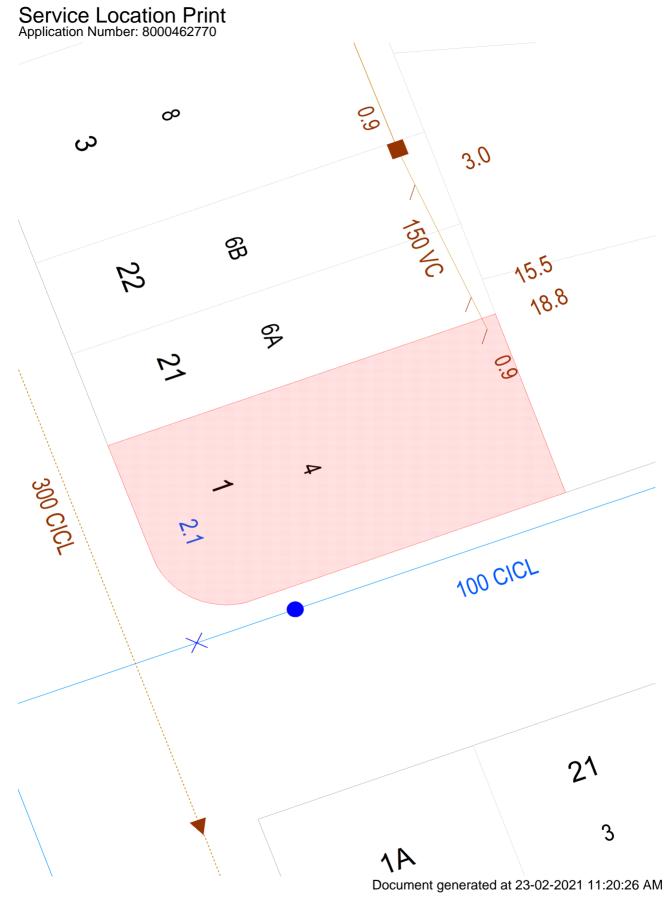
There are no Part B notations on this property.

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

Carey McIntyre
Chief Executive Officer

C JM'digne

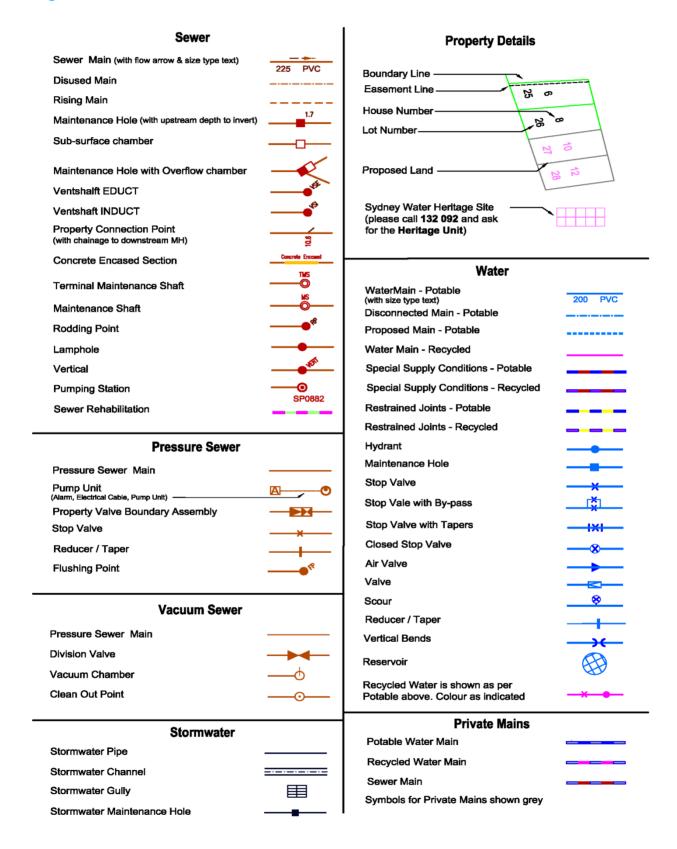






Asset Information

Legend





Pipe Types

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

Further Information

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

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

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

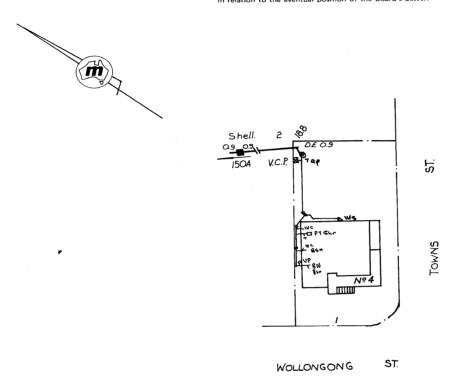


Sewer Service Diagram

Application Number: 8000462771

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM No.57400 Municipality of Shellharbour Hyde SYMBOLS AND ABBREVIATIONS Shellharbour Shellharbour Boundary Trap R Reflux Valve R MF Mica Flap S Shower Wrought Iron Pipe W Water Closet R F Cast Iron Pipe R Reflux Valve R Wrought Iron Pipe R Reflux Valve R Reflux Valve R Wrought Iron Pipe R Reflux Valve R Wrought Iron Pipe R Reflux Valve R MF Mica Flap R Wrought Iron Pipe R Reflux Valve R Reflux Valve R Reflux Valve R Shower R Reflux Valve R MF Mica Flap R Note Fla



| | W.C.s | Distances/ | depths in metres; ters in millimetres | For House Services Enginee | // |
|------------------------|-----------------|------------|--|----------------------------|------|
| | DRAINAGE | | BRANCH OFFICE | PLUMBING | |
| w.c. | Supervised by | Date | | Supervised by | Date |
| Bth. | | | Date/// | | , , |
| Shr. | Inspector | | Outfall She//harbour | Inspect | or |
| Bsn. K.S. | Examined by | | Drainer | 5084 401 | |
| T. | | 1 | Plumber | | |
| Plg. | Chief Inspector | | Boundary Trap | | |
| Dge. Int. Dge. Ext. | Tracing Checked | | b /is not required | | |

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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

Mr A Moussa PO Box 3085 NORTH STRATHFIELD NSW 2137 andre@design-link.com.au

NOTICE OF DETERMINATION OF DEVELOPMENT APPLICATION

Issued under the Environmental Planning and Assessment Act 1979 Section 4.18

Being the applicant of Development Application No. 0246/2020 for consent to the following development:

DEMOLITION OF EXISTING STRUCTURES AND CONSTRUCTION OF TWO UNITS WITH SWIMMING POOL, BASEMENT PARKING AND TWO LOT STRATA SUBDIVISION (DUAL OCCUPANCY)

LOT: 1 DP: 21994

4 WOLLONGONG STREET, SHELLHARBOUR

Determination date of consent: 5 February 2021

Note: This Approval will lapse 5 years from the date of consent.

In accordance with section 4.16 of the Act the Development Application has been determined by the GRANTING OF CONSENT SUBJECT TO THE CONDITIONS DESCRIBED BELOW.

Jessica Saunders

Principal Planner - City Development

On behalf of Carey McIntyre, Chief Executive Officer

This development consent has been divided into different parts according to where, during the development process, each condition may be most relevant. Some conditions may be appropriate to more than one part. All conditions must be complied with.

PART A - ADMINISTRATIVE CONDITIONS

1. Construction Certificate & PCA Notification

Before any site works, building or use is commenced, the person having the benefit of the development consent must:

- a. obtain a Construction Certificate from Shellharbour City Council or other accredited certifier, and
- b. appoint a Principal Certifying Authority.

2. Prescribed Conditions

This development consent is subject to the prescribed conditions made under the *Environmental Planning & Assessment Regulation 2000*.

3. Development in Accordance with Plans and Documents

The development must be in accordance with the following approved Development Application plans and documents as endorsed by Council's stamp. Where there is an inconsistency between the approved plans/documentation and conditions of consent, the conditions of consent take precedence to the extent of the inconsistency.

| Name of Plan/Document | Prepared By | Drawing/Document No./Revision | Drawing/Document Date | |
|---|-----------------------------|--|-----------------------|--|
| Cover Page/Material Schedule | Design Link Australia | Job No. 01820_DA Page No. DA01 | 29.01.2021 | |
| Site Plan and Site Analysis | Design Link Australia | Job No. 01820_DA Page No. DA04 & DA05 | 29.01.2021 | |
| Soil Water/Demolition Plan | Design Link Australia | Job No. 01820_DA Page No. DA06 | 29.01.2021 | |
| Car Parking Layout | Design Link Australia | Job No. 01820_DA Page No. DA07 | 29.01.2021 | |
| Ground Floor Plan | Design Link Australia | Job No. 01820_DA Page No. DA08 | 29.01.2021 | |
| First Floor Plan | Design Link Australia | Job No. 01820_DA Page No. DA09 | 29.01.2021 | |
| Roof Plan | Design Link Australia | Job No. 01820_DA Page No. DA10 | 29.01.2021 | |
| Elevations and Section Plans | Design Link Australia | Job No. 01820_DA Page No. DA11 and DA12 | 29.01.2021 | |
| Area Calculation Plan | Design Link Australia | Job No. 01820_DA Page No. DA14 | 29.01.2021 | |
| BASIX Certificate* | BCA Energy Pty Ltd | Certificate No. 1103768M_02 | 04.06.2020 | |
| Strata Subdivision Plan | Design Link Australia | Job No. 01820_DA Page No. DA15 | 29.01.2021 | |
| Landscape Plan | Design Link Australia | Job No. 01820_DA Page No. A1 | 05.06.2020 | |
| Cut and Fill Plan | Design Link Australia | Job No. 01820_DA Page No. DA24 | 29.01.2021 | |
| Concept Stormwater Plan – Basement, Ground Floor, First Floor, Roof Plan and Details | TAA Consulting Engineers | Drawing No. H399-S1/6 Rev A | 05.06.2020 | |

* The approved BASIX Certificate may only be updated, without the need to lodge a modification to the development consent, where any change to the BASIX Commitments does not result in the proposal being inconsistent with this development consent and/or alter the approved development application plans.

4. Compliance with Notations on Drawings

Works must comply with any notations highlighted on the approved plans and specifications.

5. Easements

Structures must not encroach onto any easement.

6. Owners Consent

The consent of the owner of the land is required prior to acting on the subject consent.

PART B - PRIOR TO ISSUE OF CONSTRUCTION CERTIFICATE

7. House Numbering

House numbering will be as follows:

| UNIT | STREET NUMBER | STREET NAME | STREET TYPE | LOCALITY |
|------|------------------|-------------|-------------|--------------|
| 1 | 1/4 | Wollongong | Street | Shellharbour |
| 2 | 2/4 | Wollongong | Street | Shellharbour |
| | | | | |

Addresses should be included on the DA plans and ensure lot numbers on the Subdivision admin sheet are the same as Unit & house numbers on DA & construction plans. The allocated number must be displayed prior to occupation. Where plans and details are provided to service suppliers, numbers must be in accordance with the above. Letterboxes should be visible from the street and clearly numbered according to the address allocated.

8. Amendments to Approved Plans

The following revisions must be incorporated into the documentation prepared for the Construction Certificate prior to issue:

- a. The blank section of walls (clouded in red) on the northern elevation identified as Dulux Whisper White on the approved plans must incorporate and apply additional architectural features such as wall cladding or alternate materials to a minimum 50% of the area;
- b. The Pool Plant Room must remain a non habitable structure with no facilities, including but not limited to a WC, are to be installed within its floor area. The water pump and Pool Pump Room must incorporate acoustic;
- c. Pool Paving Any paving adjacent to the adjoining boundaries must be suitably kerbed and drained away from adjoining premises; and
- d. The rear boundary fence must be 1.8m in height and setback 200mm from any retaining structure.

The above amendments must be incorporated into the documentation within the Construction Certificate to the Certifying Authority satisfaction.

9. Section 7.11 Development Contributions

A contribution of \$11,263.16, subject to annual indexation, must be paid to Council towards the provision of public amenities and public services prior to the issue of the Construction Certificate. This amount has been calculated in accordance with Shellharbour City Council's Local Infrastructure Contributions Plan 2019 9th Review 14 August 2019 in the following manner:

Residential contribution – Precinct 2, Shell Cove - \$11,263.16.

The contribution amount contained in this condition is the base rate indexed to the date the consent is issued. The contribution amount will be adjusted in accordance with the indexation methods detailed in the *Contributions Plan*. Current indexed rates are available from Council.

The Contributions Plan may be inspected or a copy purchased at the Customer Service Counter at Council's offices, or downloaded from www.shellharbour.nsw.gov.au

10. Sight Distance

The driveway shall be located and constructed so that there is adequate entering sight distance to traffic and pedestrians on the frontage road as per AS 2890.1 -2004 Clause 3.2.4. The applicant shall not install/construct any structure or install/grow any plant that obstructs sight distance. Details of compliance with this requirement are to be provided prior to the release of the Construction Certificate.

11. Retaining Wall Structural Engineer

Where a retaining wall exceeds 600mm in height, the wall must be designed by a practising structural engineer and a Construction Certificate must be obtained prior to the commencement of work on the retaining wall.

All retaining walls must be located wholly within the property, including footings and agricultural drainage lines. Construction of retaining walls or associated drainage work along common boundaries must not compromise the structural integrity of any existing structures.

12. Medium Density Pit Requirements

The private open space of each residence must contain at least one stormwater drainage pit of dimensions not less than 300mm x 300mm and be suitably graded to this pit. Details to this effect are to be included on the detailed drainage design submitted to the certifying authority for the Construction Certificate.

13. Stormwater Conduit in Road Reserve and Connection with Kerb

Where the existing connection point is not available in either normal kerb and gutter or roll type kerb and gutter, the kerb must be saw cut to provide for the connection of the pipe. The saw cut must ensure that a minimum of 50mm of cover is available on all 3 sides of the pipe to permit adequate strength and thickness for the concrete finish.

Galvanized steel pipe, sewer grade UPVC pipe or 'Corflow' spirally reinforced PVC pipe must be used from the property boundary to the kerb and gutter. The kerb and gutter connection must be a 100mm diameter galvanised steel circular section for 150mm kerb and gutter or a 150mm x 50mm galvanised rectangular steel section for roll kerb ensuring that the galvanised section is fully encased by concrete.

A maximum of two pipes of 100mm diameter may be used to discharge to the kerb and gutter.

14. Detailed Drainage Design

A detailed drainage design of the site must be submitted and approved prior to the release of the Construction Certificate. The detailed plan must:

- a. be generally in accordance with plan no. S1/6 to S5/6 prepared by TAA Consulting Engineers on 05/06/2020;
- b. drain to the street;
- indicate the method of disposal of all stormwater and must include existing ground levels, finished surface levels on all paved areas, estimated flow rates, invert levels and sizes of all pipelines;
- d. be to the satisfaction of the Certifying Authority;
- e. be designed to cater for a 1 in 20 year Average Recurrence Interval storm event;
- f. overflow drainage paths are to be provided and be designed to cater for 1 in 100 year Average Recurrence Interval storm event;
- g. comply with Council's Shellharbour Development Control Plan unless variation is specifically noted and approved on DA concept drainage plan; and
- h. include the rainwater tank, dimensions and point of discharge of overflow from the rainwater tank and details of any pump required to provide water to the toilets, clothes washer and/or any other fixture identified in the BASIX certificate.

15. Pit Grates

All pits must have flush fitting grates. All pits larger than 600mm x 600mm are to be grated galvanised steel grid hinged and be heavy duty type where traffic loading is expected.

16. Engineer Designed Pavement (Residential)

The vehicle pavement must be designed by a qualified civil engineer and certified to be satisfactory for the expected traffic loadings from a development of this size and type. Pavement to comply with *Australian Standard 'Guide to Residential Pavements'* (AS3727.1:2016 or subsequent amendments).

17. Building - Swimming Pool Design & Construction

The design and construction of the swimming pool and associated fencing and equipment must comply with:

- a. The Swimming Pools Act 1992 & Regulation 2018;
- b. Building Code of Australia;
- c. Australian Standard 1926.1-2012 Swimming Pool Safety;
- d. Council's Development Control, and
- e. Protection of the Environment Operations Act 1997.

No water must be placed in the pool/spa until the safety fences have been completed in accordance with the approved plans and specifications and inspected by the Principal Certifier.

18. Long Service Levy

The Long Service Levy must be paid prior to the issue of the Construction Certificate for work exceeding a value of \$25,000.00.

Note: This is a levy imposed by the NSW Government and administered by the Long Service Payments Corporation for the purpose of long service payments to building and construction workers.

19. Building Plan Approval - Sydney Water

The approved plans must be submitted to a Sydney Water Tap in[™] to determine whether the development will affect Sydney Water wastewater and water mains, stormwater drains and/or easements, and if any requirements need to be met. Sydney Water's Tap in[™] online service is available at:

https://www.sydneywater.com.au/SW/plumbing-building-developing/building/sydney-water-tap-in/index.htm

The Certifier must ensure that Sydney Water Tap in[™] has issued the appropriate electronic approval prior to the commencement of any works.

20. Endeavour Energy

Documentary evidence must be sourced from Endeavour Energy with relation to the proposed works and proximity to the existing electricity power poles and lines. The documentation must indicate any mitigation measures that are to be undertaken (if relevant) to the construction of the building and driveway. The documentation must be sourced prior to the issue of Construction Certificate and to the satisfaction of the Certifying Authority.

PART C - PRIOR TO COMMENCEMENT OF WORKS

21. Dilapidation Report

It is the applicant's responsibility to notify Council of any existing damage to public areas in the vicinity of the development site through the submission of a Dilapidation Report. The report must be supported with suitable photographic records. This information must be submitted to Council prior to the commencement of work.

22. Site Management Plan

Prior to the commencement of works, the applicant must submit to and obtain approval for a construction and site management plan from the Certifying Authority that clearly sets out the following:

- a. what actions are proposed to ensure safe access to and from the site and what protection will be provided to the road and footpath area from building activities, crossings by heavy equipment, plant and materials delivery and static load from cranes, concrete pumps and the like,
- b. the proposed method of loading and unloading excavation machines, building materials and formwork within the site,
- c. the proposed areas within the site to be used for the storage of excavated material, construction materials and waste containers during the construction period,
- d. sediment and erosion control measures as per Landcom's publication 'Managing Urban Stormwater Soils and Construction (2004)' also known as the 'Blue Book' or subsequent revisions.

- e. how it is proposed to ensure that soil/excavated materials are not transported on wheels or tracks of vehicles or plant and deposited on the roadway and,
- f. the proposed method of support to any excavation adjacent to adjoining buildings or the road reserve. The proposed method of support is to be certified by an appropriately qualified and experienced engineer.

23. Section 138 Roads Act 1993

For works within the road reserve, the requirements of the Section 138 of the *Roads Act 1993* apply. In this regard:

- If a driveway is proposed, a Driveway Application must be made, or
- If any other works are proposed and/or occupation of the road reserve proposed, a Road Opening Application must be made.

This application must be made prior to any works commencing within the road reserve and an application fee in accordance with Council's Fees and Charges will apply.

24. Erosion & Runoff Controls

Before work starts, erosion and runoff controls must be installed to prevent soil erosion, water pollution or the discharge of loose sediment on surrounding land, stormwater systems or watercourses.

These controls must be in accordance with the Sediment Control Plan and may include the following (where applicable):

- a. erect a silt fence;
- b. limit the removal or disturbance of vegetation and topsoil;
- c. divert uncontaminated run-off around cleared or disturbed areas:
- d. install sediment traps/socks around any stormwater inlets and drainage lines;
- e. stockpile topsoil, excavated material, construction and landscaping materials and debris within the site. These should be covered or seeded to prevent loss of these materials;
- f. provide a single vehicle access to the site including measures to prevent the tracking of sediment off the site; and
- g. provide adequate control measures to suppress dust.

These measures must be in place prior to commencement of any demolition, excavation or construction works.

25. Structural Details

The following structural details must be provided to the Certifying Authority prior to commencing work:

- a. structural engineer's design for all reinforced concrete footings and slabs;
- b. structural engineer's design for all structural steel beams, framing and connections;
- c. roof truss and bracing details; and
- d. manufacturer's specifications for any patented construction systems.

26. Landscape Plan

Prior to the final inspection by the Certifying Authority, the unbuilt upon land must be landscaped and planted with turf, trees and shrubs. In this regard, one hard copy and a electronic version of a landscape plan prepared by a Landscape Designer person whom possesses a Landscape Advanced Associate Diploma or a person whom possesses a Certificate V in Landscape with extensive postgraduate experience in landscape design (minimum five (5) years) must be submitted to Certifying Authority prior to the release of the Construction Certificate that shows the revised details and amendments as per the Approved Plans and relevant conditions. The landscape plan must be prepared in accordance with Shellharbour Council's *Development Control Plan 2013 Chapter 20* available from Customer Service or Council's website.

PART D - DURING CONSTRUCTION WORKS

27. Hours of Work During Building Work

Noise generating activities, including excavation, construction and delivery of equipment and materials, must only be carried out between:

- 7am to 5pm Mondays to Fridays; and
- 8am to 1pm Saturdays.

Work must not be carried out on Sundays or public holidays.

28. Connection to Council Pit and/or Pipe

Any connection to a Council pit and/or pipe must:

- a. be made at the pipe obvert (pipe only),
- b. be through a hole that is neatly made by cutting or drilling with any reinforcement encountered cut away,
- c. not protrude past the inner surface of the pit and/or pipe,
- d. have all junctions finished with 2:1 cement mortar,
- e. have a minimum pipe size of 150mm in diameter and either sewer grade PVC or concrete, and
- f. when the diameter of the connection is more than 1/3 the diameter of the Council pipe, connection is to be made by construction of a standard pit.

All construction is to be carried out as per Shellharbour Engineering Code requirements.

The Certifying Authority must arrange for a satisfactory inspection by Shellharbour City Council prior to backfilling. At least one working day's notice is required for the inspection and is to be arranged through Council's Customer Services.

An inspection fee will apply in accordance with Council's Fees & Charges.

29. Redundant Vehicular Layback

All redundant vehicular layback crossing/s must be removed and replaced with kerb and gutter to match existing. This work must be carried out by Council, or a Council approved contractor, at the developer's expense, including all alterations of public infrastructure where necessary.

30. Redundant Driveway from Kerb to Property Boundary

The redundant vehicular concrete driveway must be removed and the area appropriately turfed and/or paved in a manner that conforms with adjoining road reserve. The area forward of the front boundary must be kept smooth, even and free from any trip hazards. This work must be carried out by Council, or a Council approved contractor, at the developer's expense, including all alterations of public infrastructure where necessary.

31. Open or Occupy a Roadway or Footpath (Section 138 Roads Act 1993)

Prior to any physical works within Council's road reserve such as (but not limited to) installing a driveway or connecting stormwater facilities you will need to apply for approval under Section 138 of the Roads Act.

To lodge your application you will need to submit the following information:

- a. detailed engineering drawings of the proposed works in the road and footpath area;
- b. traffic management plan;
- c. provision of public risk insurance; and
- d. details of timing and length of works.

32. Residential Driveway and Layback from Kerb to Property Boundary

A standard residential vehicular concrete driveway and layback must be constructed between the kerb and the property boundary. The driveway must:

- a. maintain a perpendicular alignment from the kerb to the property boundary line;
- b. have a minimum width of 4m and a maximum width of 6m;
- c. not interfere with the existing public utility infrastructure;
- d. be located 500mm clear of all drainage structures and 2m from the street tree;
- e. be finished with a slip resistant coating and
- f. be constructed by Council, or a Council approved contractor, at the developer's expense, including all alterations of public infrastructure where necessary.

Where there is conflict between the location of the proposed driveway and the assets of a service utility, such as Telstra pits/manholes, the relevant service provider must be contacted prior to any driveway works commencing. It is an offence to modify or tamper with the assets of a service provider.

33. Swimming Pools - Filling with Water

No water must be placed in the Swimming Pool until the safety fences have been completed in accordance with the approved plans and specifications and inspected by the Principal Certifier.

34. Contamination - Unexpected Finds Contingency

Should any contamination or suspect material be encountered during site preparation, earth works, construction or any other stage of the development, then works must cease immediately and a suitably qualified consultant engaged to conduct a thorough contamination assessment.

In the event that contamination remediation is required, all works must cease and the Council must be notified immediately. The contamination assessment must be submitted to Council for Approval.

All recommendations provided in the contamination assessment must be followed as stipulated.

35. Cultural Heritage

A stop work protocol must be implemented for any potential heritage items found during excavation including ceasing work immediately if any Aboriginal objects are found/uncovered, secure the site and inform Heritage NSW ((Department of Premier and Cabinet) and Shellharbour Council's Aboriginal Liaison Officer immediately.

36. Demolition - WorkCover, AS2601 & Work Health and Safety Act 2011

Demolition work must:

- a. be carried out in accordance with the requirements, of the WorkCover Authority of New South Wales;
- b. be carried out in accordance with the Work Health and Safety Act 2011;
- c. be carried out by a WorkCover licensed contractor where demolition work involves the removal of any materials containing asbestos; and
- d. be carried out in accordance with the provisions of AS 2601-2001: The Demolition of Structures (or subsequent edition/s).

37. Tree Removal on Private Land

The trees identified as 'to be removed/pruned' on the approved plans or by conditions of this consent shall be removed in accordance with AS4373 -2007 Pruning of Amenity Trees and the Trees Work Industry Code of Practice (Workcover NSW, 1998).

38. Maintenance of Erosion & Runoff Controls

The soil and water management controls must be maintained at all times and checked for adequacy daily. The controls must not be removed until the development is completed and the disturbed areas have been stabilised.

Maintenance must include but is not limited to ensuring:

- a. all sediment fences, sediment traps and socks are properly placed and are working effectively; and
- b. drains, gutters and roads must be maintained clear of sediment at all times.

It is an offence under the *Protection of the Environment Operations Act 1997* to allow soil or other pollutants to fall or be washed into any waters or be placed where it is likely to fall or be washed into any waters. Substantial penalties may be issued for any offence.

39. Waste Management

The management of waste must comply with the approved Waste Management Plan. Any variations to the Waste Management Plan must have prior written approval of Council.

40. Storage of Materials

Building materials and equipment must not be stored on the road reserve/footpath area.

41. Survey Certification

A report from a registered surveyor must be provided to the Certifying Authority.

The report must certify all of the following:

- a. the distance of the structure to all boundaries of the allotment are in accordance with the approved plans;
- b. the height of the floor level/s in relation to the natural ground level are in accordance with the approved plans; and
- c. the garage floor level complies with the garage floor level shown on the approved plans and grades comply with Council's gradient standards.

42. Building Height

The building must not exceed the height shown on the approved plans.

43. Earthworks Cut, Fill and Grading

The maximum grading of cut or fill shall be 45 degrees (1:1) where there is no retaining wall or no other method of stabilising cut or fill during construction. The maximum depth of fill on any portion of the allotment shall be 1.0 metres. The maximum depth of cut on any portion of the allotment shall be 1.0 metres. Cut areas may exceed 1.0 metre provided the retained sections are located within the confines of the external walls of the buildings.

44. Retaining Walls

The cut and filled areas associated with the building work must be suitably retained or battered in accordance with the Shellharbour Development Control Plan.

Any retaining wall must be located wholly within the property, including footings and agricultural drainage lines. Construction of retaining walls or associated drainage work along common boundaries must not compromise the structural integrity of any existing structures.

45. Stormwater Disposal & Rainwater Tank

Overflow waters from the rainwater tank and all roof waters not directed to the rainwater tank must be drained to the street gutter/drainage easement.

All connections to Council's gutter or easements must be constructed in accordance with the Shellharbour Development Control Plan.

46. Driveway and/or Layback - From Kerb to Property Boundary

A residential standard vehicular layback and vehicular concrete driveway, maximum width of 6m, must be constructed between the kerb and the property boundary. The driveway must maintain a perpendicular alignment from the kerb to the property boundary line and must be finished with a slip resistant coating.

Vehicular access must not interfere with the existing public utility infrastructure or existing street trees. The driveway must be 500mm clear of all drainage structures and a minimum of 6m from the kerb tangent point for corner allotments.

Driveway construction works must be carried out by Council, or a Council approved contractor, at the developer's expense, including all alterations of public infrastructure where necessary.

Note: Where there is conflict between the location of the proposed driveway and the assets of a service utility, such as Telstra pits/manholes, the relevant service provider must be contacted prior to any driveway works commencing. It is an offence to modify or tamper with the assets of a service provider.

47. Pool Filtration

Waste or backwash is to be discharged to the sewer system in an approved manner.

PART E - PRIOR TO OCCUPATION

48. Occupation Certificate

Compliance with all conditions of Parts A to E must be verified by the Principal Certifying Authority prior to issue of a final Occupation Certificate. The building must not be used until the Principal Certifying Authority issues an Occupation Certificate.

49. BASIX

All commitments listed in the BASIX Certificate for the development must be carried out prior to the issue of an Occupation Certificate.

50. Works As Executed - Stormwater Drainage

Prior to the issue of an Occupation Certificate, Works As Executed Plans must be submitted to the Certifying Authority by a registered surveyor certifying compliance of all drainage works with the approved design plans. The Works As Executed dimensions and levels must be shown in red on a copy of the approved Construction Certificate plans. This plan must verify surface and invert levels on all pits, invert levels and sizes of all pipelines, and finished surface levels on all paved areas. All levels must relate to Australian Height Datum.

51. Repairs to Public Infrastructure

Any damage to public infrastructure, other than that previously noted in the Dilapidation Report (refer Part C), is the responsibility of the developer and must be repaired and reinstated within two months of completion of works subject to this consent. This work must be carried out by Council, or Council approved contractor, at the developer's expense.

52. Gross Floor Area Survey

Prior to the issue of the Occupation Certificate a Gross Floor Area Survey must be conducted by a qualified surveyor to confirm that the approved development has been constructed in accordance with the approved plans and does not exceed the Floor Space Ration of 0.5:1.

53. Verification of Waste Management

Documentation verifying that all waste streams were managed in accordance with the Waste Management Plan must be provided to the Certifying Authority prior to the issue of an Occupation Certificate. All records, such as waste disposal dockets or photographic evidence, must be retained by the Principal Certifying Authority.

54. Completion of Landscape Works

The unbuilt upon land, with the exception of the paving, must be landscaped in accordance with the approved landscape plan prior to the issue of an Occupation Certificate. Landscape or turf areas must not be reduced or replaced with hard impermeable surfaces. Any variations to the design or species used must be authorised by Council in writing before any changes are made.

A report from a suitably qualified person must be provided to the Certifying Authority on completion of the landscape works certifying that the landscape is in accordance with the approved Landscape Plan.

55. Sydney Water - Section 73 Compliance Certificate

A Section 73 Compliance Certificate under the Sydney Water Act must be submitted to the Principal Certifying Authority prior to the issue of the Occupation Certificates.

PART F - PRIOR TO ISSUE OF SUBDIVISION CERTIFICATE

STRATA SUBDIVISION

56. Strata Subdivision

Development consent for the strata subdivision has been approved under the *Environmental Planning & Assessment Act 1979*. It will now be necessary to obtain a Strata Certificate under the *Strata Schemes (Freehold Development) Act 1973*. In this regard, it will be necessary to submit:

- a. a Strata Certificate application form;
- b. three paper prints or copies of the subdivision plan and the Strata Plan Administration sheet. Plans are not to be creased:
- c. fees appropriate at the time of submission of the application; and
- d. information as detailed on the Strata Certificate application form.

57. 88B Instrument

The Strata Subdivision Plan must include Restrictions and or easements must be placed on title with respect to:

- a. common property; and
- b. equitable maintenance and access requirements.

58. Release of Certificate

The Strata Subdivision Certificate must not be released until the Final Occupation Certificate for the development has been issued by the Principal Certifier.

PART G - AFTER ISSUE OF OCCUPATION CERTIFICATE/DURING OCCUPATION

59. BASIX Commitments

All commitments listed in the BASIX Certificate for the development must be maintained for the life of the development.

REASONS FOR THE IMPOSITION OF CONDITIONS

- 1. To minimise any possible adverse environmental impacts of the proposed development.
- 2. To ensure that the amenity and character of the surrounding area is protected.
- 3. To ensure that the design and siting of the development complies with the provisions of Environmental Planning Instruments and Council's Codes and Policies.
- 4. To ensure that the development does not conflict with the public interest.

Advisory Notes - General

Compliance with Building Code of Australia

The development must comply with the *Building Code of Australia* and all related standards and legislation.

Critical Stage Mandatory Inspections

Mandatory inspections of the building work must be carried out by the Principal Certifying Authority at various stages of construction in accordance with clause 162A of the *Environmental Planning & Assessment Regulation 2000.*

It is recommended that you discuss with your Principal Certifying Authority the occasions when the building work is to be inspected prior to work commencing.

Erection of Signs

The principal contractor and the Principal Certifying Authority will need to have a sign (or signs) erected and maintained on the development site that provides their name and contact telephone number (during and outside work hours for the principal contractor), and stating that unauthorised entry to the site is prohibited. The principal contractor and Principal Certifying Authority can have separate signs or they can both use one sign if they choose.

A maximum penalty of 10 penalty units applies for failure to erect and maintain sign(s) detailing principal contractor and Principal Certifying Authority identification.

SafeWork NSW

The requirements of SafeWork NSW must be satisfied at all times.

BASIX

Please note that the requirement for lodging a modification of development consent under section 4.55 of the *Environmental Planning & Assessment Act 1979* may result in the requirement for a revised BASIX certificate to be submitted for assessment.

Disposal of Hazardous Material

Special arrangement are required for the disposal of hazardous building materials, particularly asbestos. For information on hazardous material disposal locations, contact Council's Waste Services Department on 4221 6111.

Demolition - Dust

Dust must be suppressed during demolition of the existing building.

Failure to Comply with Consent

Failure to comply with any of the conditions of consent may result in a Penalty Infringement Notice being issued against the owner/applicant/builder. Substantially greater penalties may be imposed by the Court for non-compliance.

Lapsing of Development Consent

In accordance with Part 4, Division 4.9, section 4.53 of the *Environmental Planning & Assessment Act* 1979, the development approval lapses seven years after the approval date unless building, engineering or construction work relating to the building has physically commenced.

Right to Appeal

If you are dissatisfied with this decision, Part 8, Division 8.3, section 8.7 of the *Environmental Planning & Assessment Act 1979* gives you the right to appeal to the Land & Environment Court within twelve months after the date on which you receive this notice.

Review of Determination

If you are dissatisfied with this decision, Part 8, Division 8.2 of the *Environmental Planning & Assessment Act 1979* provides that you may request Council to review its determination. The request cannot be made after the time limit for making of an appeal under section 97 expires.

Division 8.2 of the Environmental Planning & Assessment Act 1979 does not apply to:

- a. a determination to issue or refuse to issue a complying development certificate
- b. a determination in respect of designated development
- c. a determination in respect of integrated development
- d. a determination made by the Council under Division 4 in respect of an application made by the Crown.

To Vary Development Consent

The plans and/or conditions of this consent are binding and may only be varied upon application to Council under section 4.55 of the *Environmental Planning & Assessment Act 1979*. The appropriate fee shall accompany the application and no action shall be taken on the requested variation unless and until the written authorisation of Council is received by way of an amended consent.

Prescribed Payment System Tax Obligations

You may have a taxation obligation under the Prescribed Payment System. For more information, contact the Australian Taxation Office on telephone 132866.

Dial Before You Dig

Underground assets may exist in the area that is subject to your application. In the interests of health and safety and in order to protect damage to third party assets, please contact Dial Before You Dig at www.1100.com.au/ or telephone on 1100 before excavating or erecting structures (this is the law in New South Wales). If alterations are required to the configuration, size, form or design of the development upon contacting the Dial Before You Dig service, an amendment to the development consent (or a new development application) may be necessary. Individuals owe asset owners a duty of care that must be observed when working in the vicinity of plant or assets. It is the individual's responsibility to anticipate and request the nominal location of plant or assets on the relevant property via contacting the Dial Before You Dig service in advance of any construction or planning activities.

Telecommunications Act 1997 (Commonwealth)

Telstra (and its authorised contractors) are the only companies that are permitted to conduct works on Telstra's network and assets. Any person interfering with a facility or installation owned by Telstra is committing an offence under the *Criminal Code Act 1995* (Commonwealth) and is liable for prosecution. Furthermore, damage to Telstra's infrastructure may result in interruption to the provision of essential services and significant costs. If you are aware of any works or proposed works which may affect or impact on Telstra's assets in any way, you are required to contact Telstra's Network Integrity Team on 1800810443.

Development within Vicinity of a High Pressure Gas Main

Contact Dial Before You Dig on 1100 or www.dialbeforeyoudig.com.au Proposed works in the vicinity of any high pressure gas main must be directed to:

Jemena Asset Management Pty Ltd PO Box 6507 SILVERWATER NSW 2128

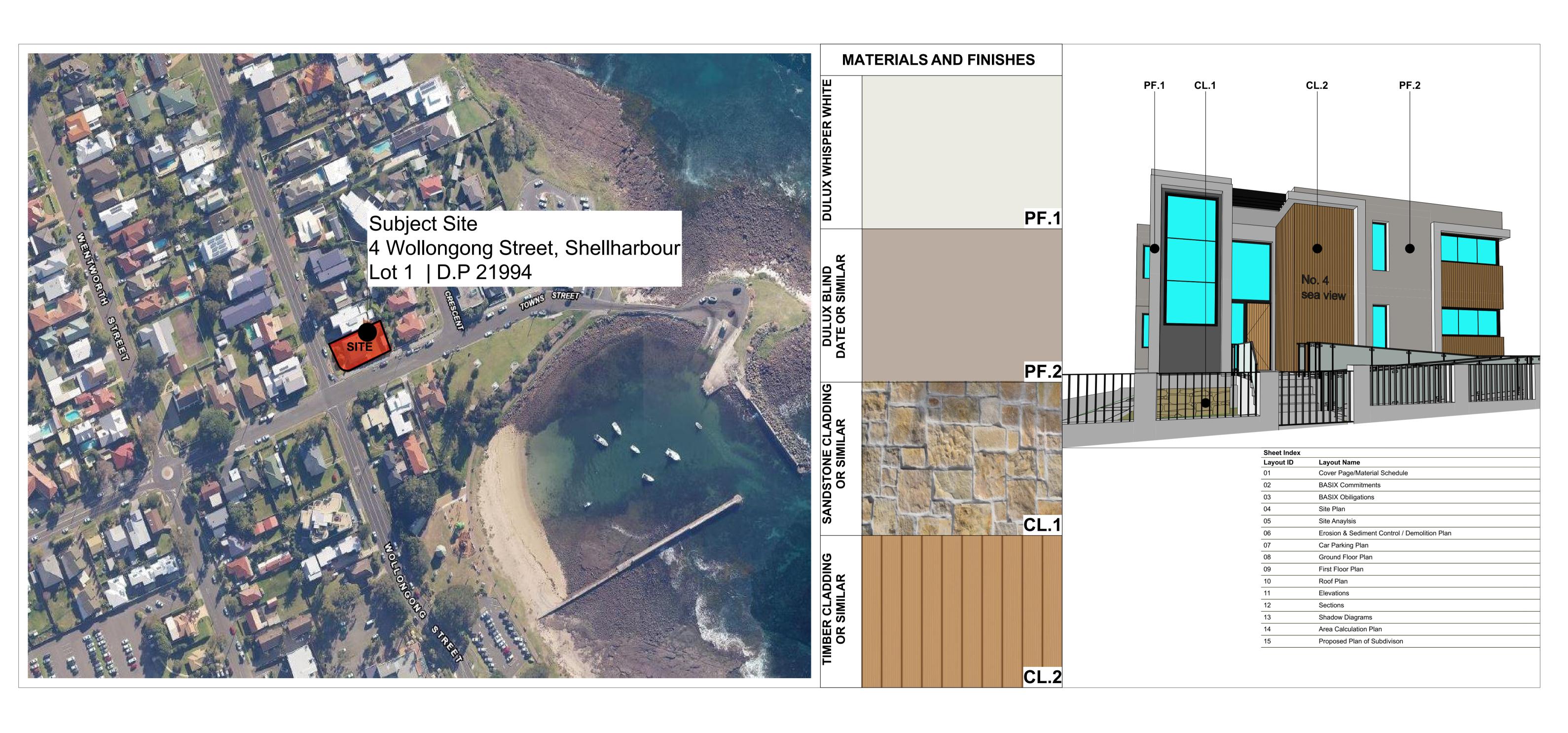
Attention: Land Services Department

END OF NOTICE



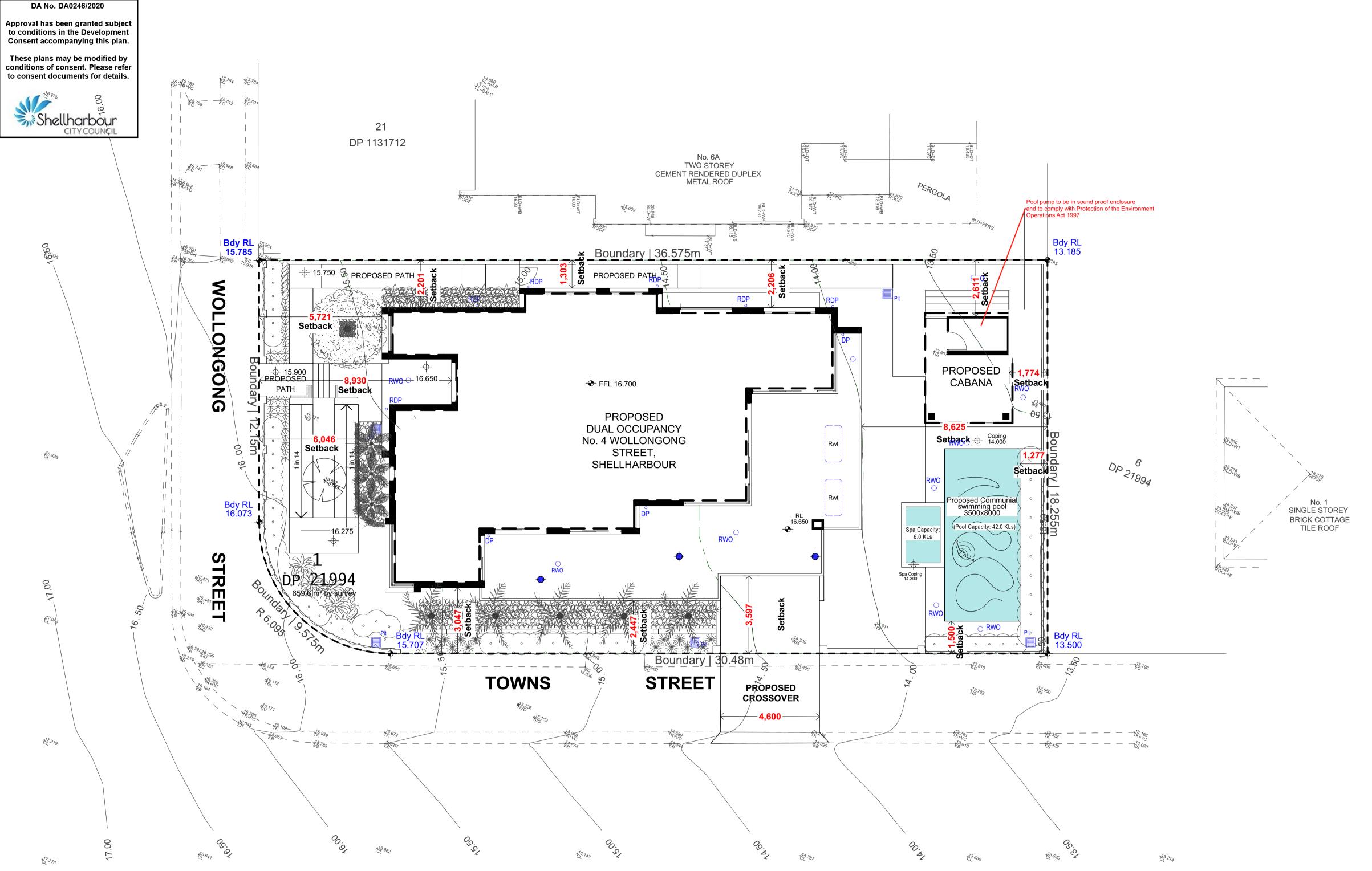
PROPOSED DUAL OCCUPANCY DEVELOPMENT

4 WOLLONGONG STREET, SHELLHARBOUR - LOT 1 | D.P 21994 PREPARED FOR SHELLHARBOUR CITY COUNCIL



DEVELOPMENT APPLICATION

| ISSUE DESCRIPTION | DATE NOTE | ES | Y LTD | DRAWING TITLE | SCALE | NORTH _ | |
|---|--------------------|--|---|------------------------------|--------------------------|---------|---|
| A ISSUE FOR DEVELOPMENT APPLICATION LODGEMENT | 05/06/20 | | A TO | | | /V | Proposed Dual Occupancy |
| ISSUE FOR DEVELOPMENT APPLICATION LODGEMENT | 16/10/20 | | IRAL | Cover Page/Material Schedule | | | , |
| REVISED FOR APPROVAL | 29/01/21 The pla | lans, drawings and specifications incorporated in this document shall remain the | DESIGN LINK AUSTRALIA PTY LTD | 1 | | | 4 Wollongong Street, Shellharbour |
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| | l l | red dimensions shall take preference over scaling. fy all dimensions on site | p PO BOX 3085 North Strathfield NSW 2137 p 02 9744 3116 e info@design-link.com.au | DA01 | 0 0.5 1.0 2.0m | | JOB No. DATE DRAWN CHECKED SCALE 01820_DA 29/01/2021 J.D A.M As Shown o |



DEVELOPMENT SUMMARY

PROJECT: PROPOSED DUAL OCCUPANCY **SITE:** 4 WOLLONGONG STREET, SHELLHARBOUR LOT 1 | D.P 21994

SITE AREA: 659.6 m² (By Calc.)

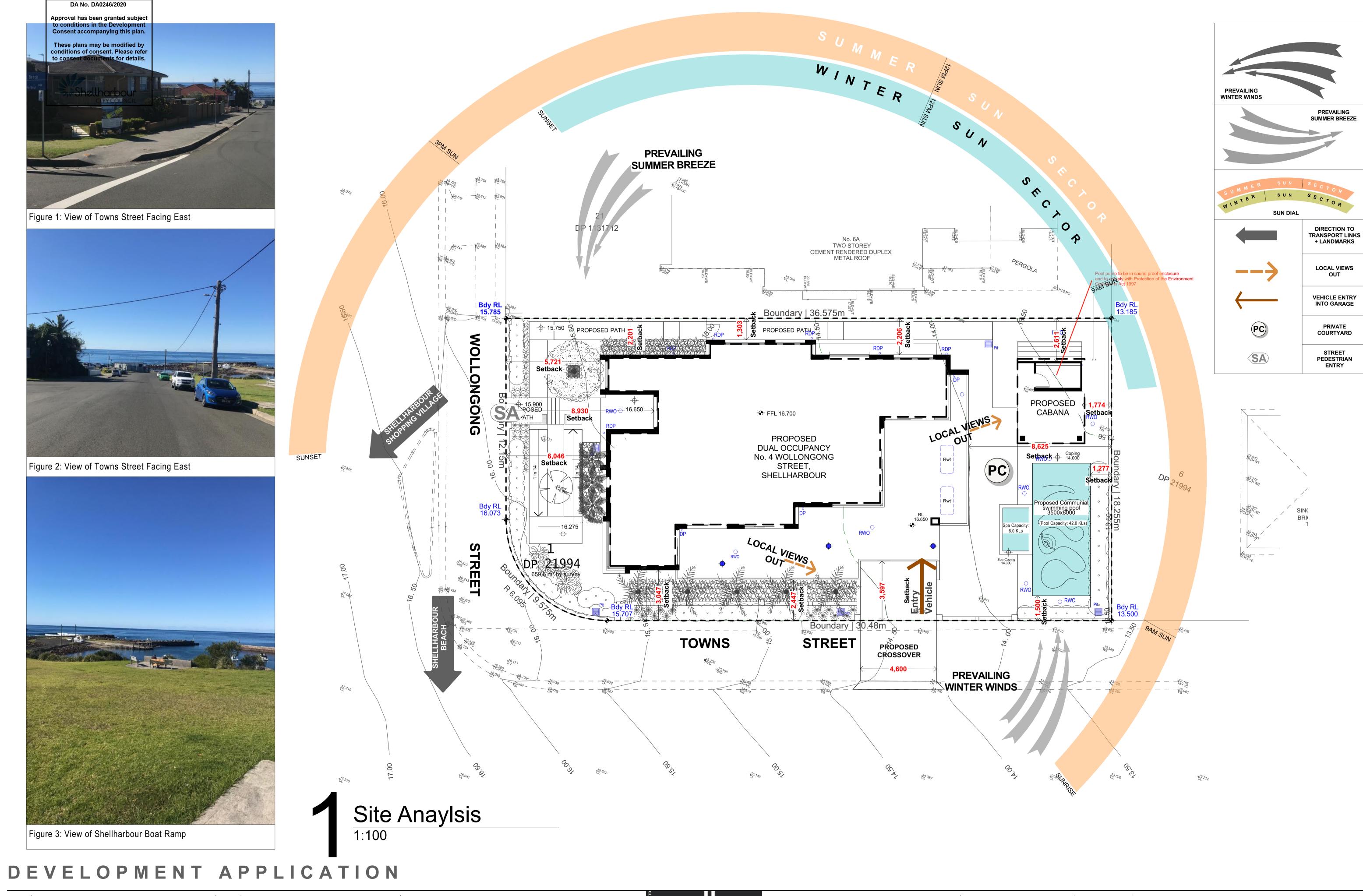
| NUMERICAL CONTROL: | PROPOSED |
|----------------------|--|
| Ground GFA First GFA | 164.58 m ² 164.58 m ² |
| Total GFA | 329.16 m ² |
| FSR 0.5:1 | 0.50:1 |
| LANDSCAPE AREA | 162.64m² |
| PRIVATE OPEN SPACE | LOT 1 , 82.67 m ² LOT 2 , 67.14 m ² |

Site Plan

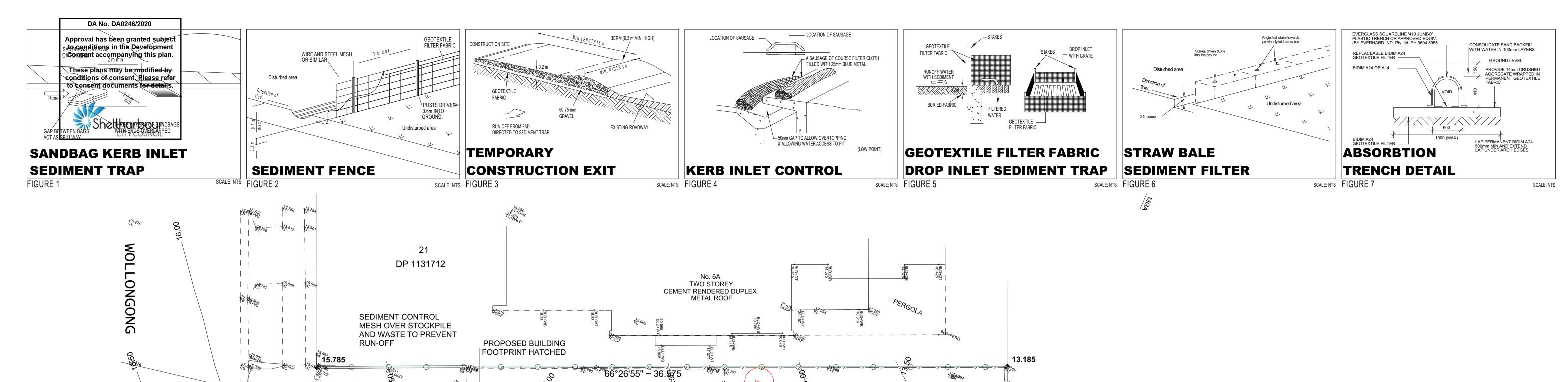
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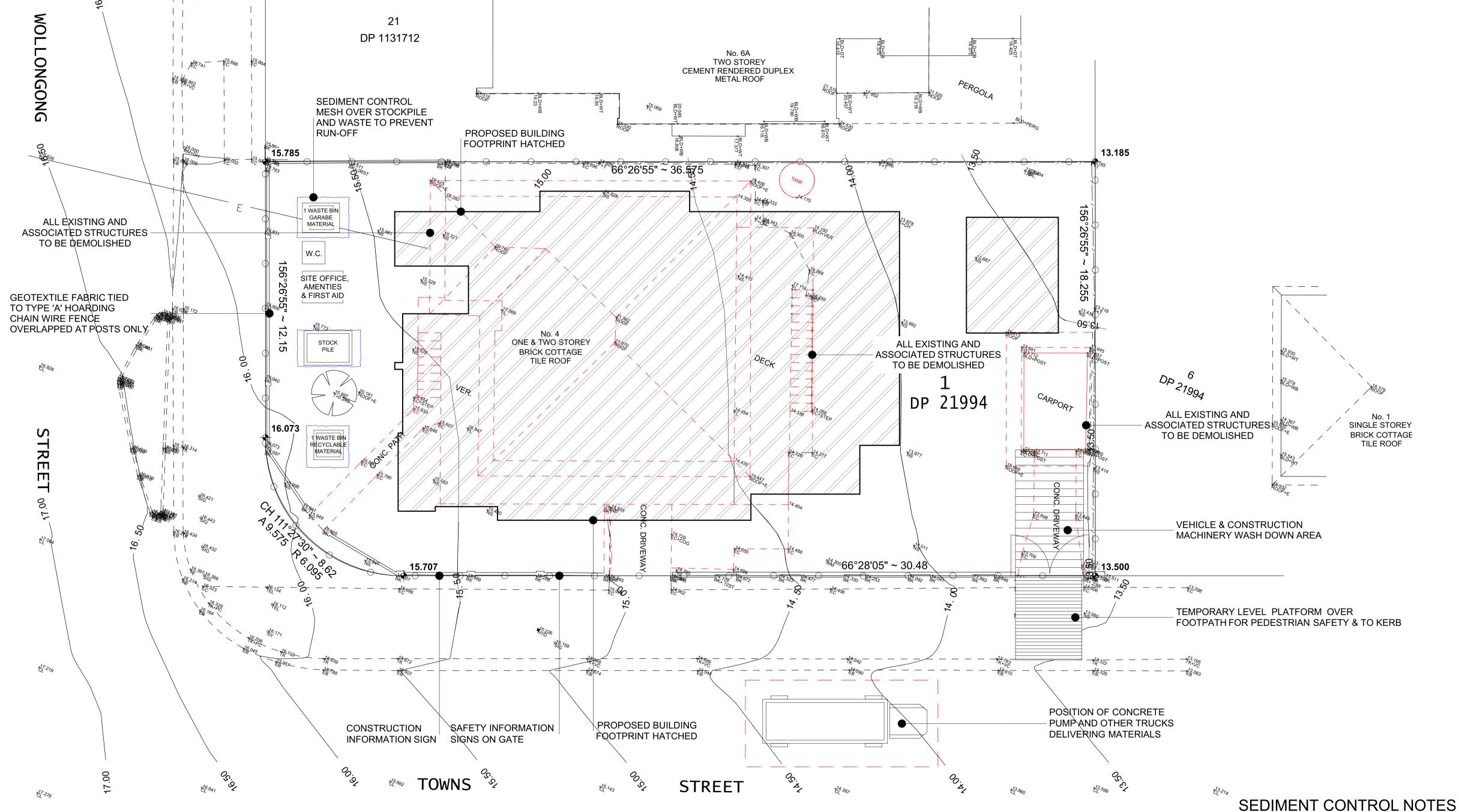
DEVELOPMENT APPLICATION

| ISSUE DESCRIPTION | DATE NO | TES | 7 170 | DRAWING TITLE | SCALE N | NORTH | |
|---|----------------|---|---|---------------|--------------------------|-------|--|
| A ISSUE FOR DEVELOPMENT APPLICATION LODGEMENT | 05/06/20 | | 적 | | | // | Proposed Dual Occupancy |
| B ISSUE FOR DEVELOPMENT APPLICATION LODGEMENT | 16/10/20 | | | Site Plan | | | • |
| C REVISED FOR APPROVAL | 29/01/21 The p | plans, drawings and specifications incorporated in this document shall remain the | DESIGN LINK AUSTRALIA PTY LTD | DRAWING NO | | | 4 Wollongong Street, Shellharbour |
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| | | ured dimensions shall take preference over scaling. rify all dimensions on site | p PO BOX 3085 North Strathfield NSW 2137 p 02 9744 3116 e info@design-link.com.au | DA04 | 0 0.5 1.0 2.0m | | JOB No. DATE DRAWN CHECKED SCALE |



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|-------|---|----------|---|---|----------------|---------------|--------------------------|--------------|-----------------------------------|---------------------------------------|
| _ A | ISSUE FOR DEVELOPMENT APPLICATION LODGEMENT | 05/06/20 | | | | | | | ^{7V} Propose | d Dual Occupancy |
| В | ISSUE FOR DEVELOPMENT APPLICATION LODGEMENT | 16/10/20 | | TRAL | \blacksquare | Site Anaylsis | | | | • • • • • • • • • • • • • • • • • • • |
| С | REVISED FOR APPROVAL | 29/01/21 | The plans, drawings and specifications incorporated in this document shall remain the | DESIGN LINK AUSTRALIA PTY LTD | DA05 | | | 4 vvollongor | 4 Wollongong Street, Shellharbour | |
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| | | | Figured dimensions shall take preference over scaling. Verify all dimensions on site | p PO BOX 3085 North Strathfield NSW 2137 p 02 9744 3116 e info@design-link.com.au | | DA05 | 0 0.5 1.0 2.0m | | JOB No. DATE 29/01/2021 | J.D A.M As Shown on A1 |





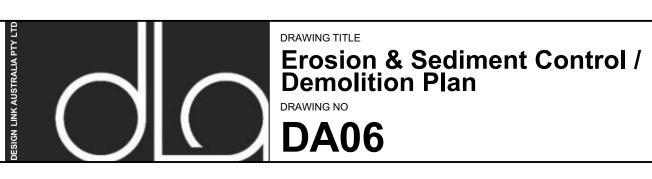


Soil & Water Management / Demoltion Plan

DEVELOPMENT APPLICATION

DATE | NOTES 05/06/20 ISSUE FOR DEVELOPMENT APPLICATION LODGEMENT ISSUE FOR DEVELOPMENT APPLICATION LODGEMENT 16/10/20 REVISED FOR APPROVAL The plans, drawings and specifications incorporated in this document shall remain the copyright © of DESIGN LINK AUSTRALIA PTY LTD and must not be used, reproduced or 29/01/21 REVISED FOR APPROVAL copied wholly or in part without prior written consent of DESIGN LINK AUSTRALIA PTY LTD. Figured dimensions shall take preference over scaling.

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1:100 @ A1 or 1:200 @ A3

SCALE

of soil materials, including the maintenance period

4 Wollongong Street, Shellharbour

1. All erosion and sedimentation control measures , including revegetation and storage

5. All disturbed areas shall be revegetated as soon as the relevant works are completed

of soil and topsoil, shall be implemented to the standards of the soil conservation of NSW

2. All drainage works shall be constructed and stabilized as early as possible during development

4. All sediment basins and traps shall be cleaned when the structures are a maximum of 60% full

3. Sediment traps shall be constructed around all inlet pits , consisting of 300mm wide x 300mm deep trench.

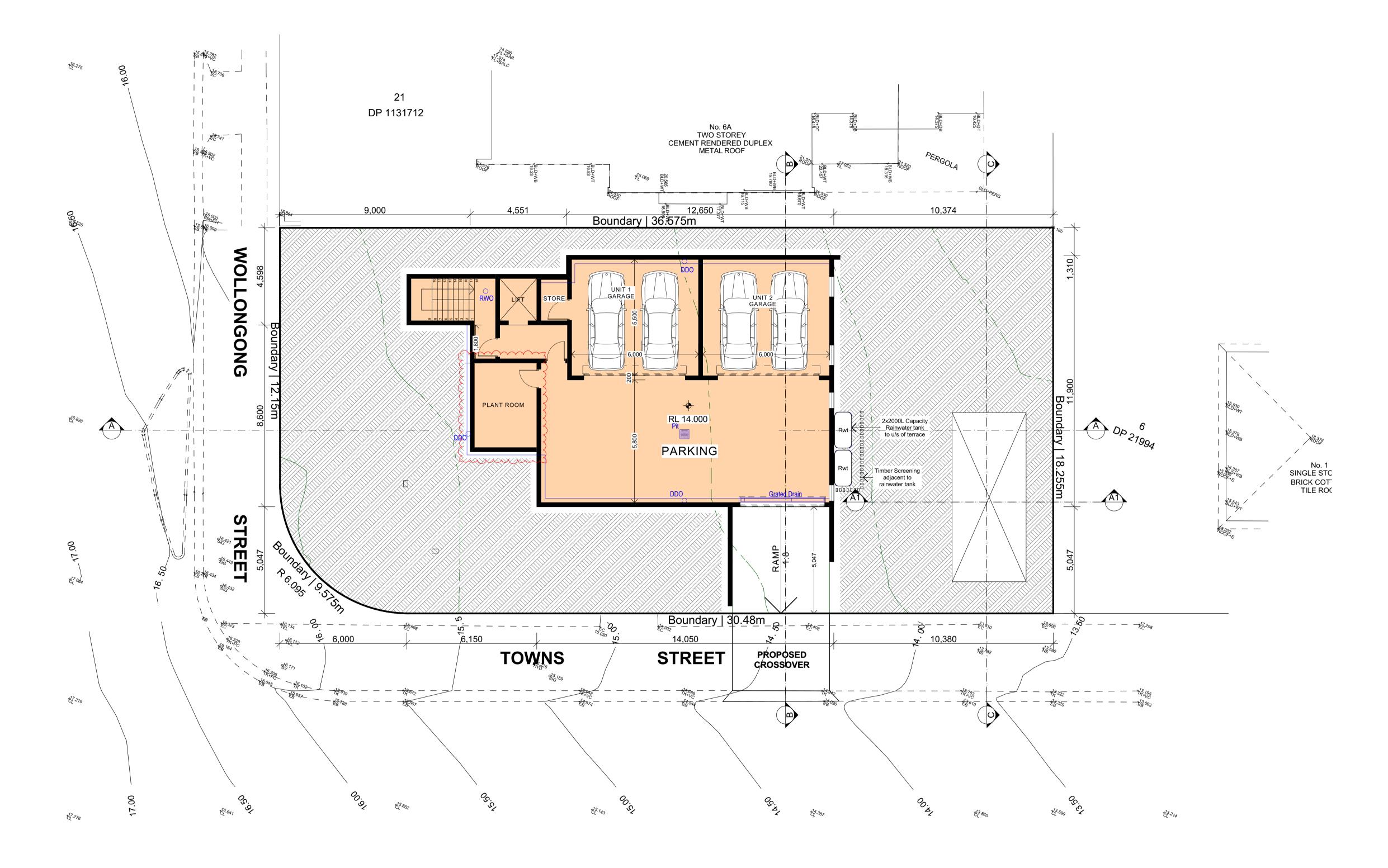
6. Soil and topsoil stockpiles shall be located away from drainage lines and area where water may concentrate

7. Filter shall be constructed by stretching a filter fabric (propex) or approved equivalent between post at 3.0m centres. fabric shall be buried 150mm along its lower edge

Proposed Dual Occupancy

CHECKED SCALE As Shown on A1 01820 DA A.M



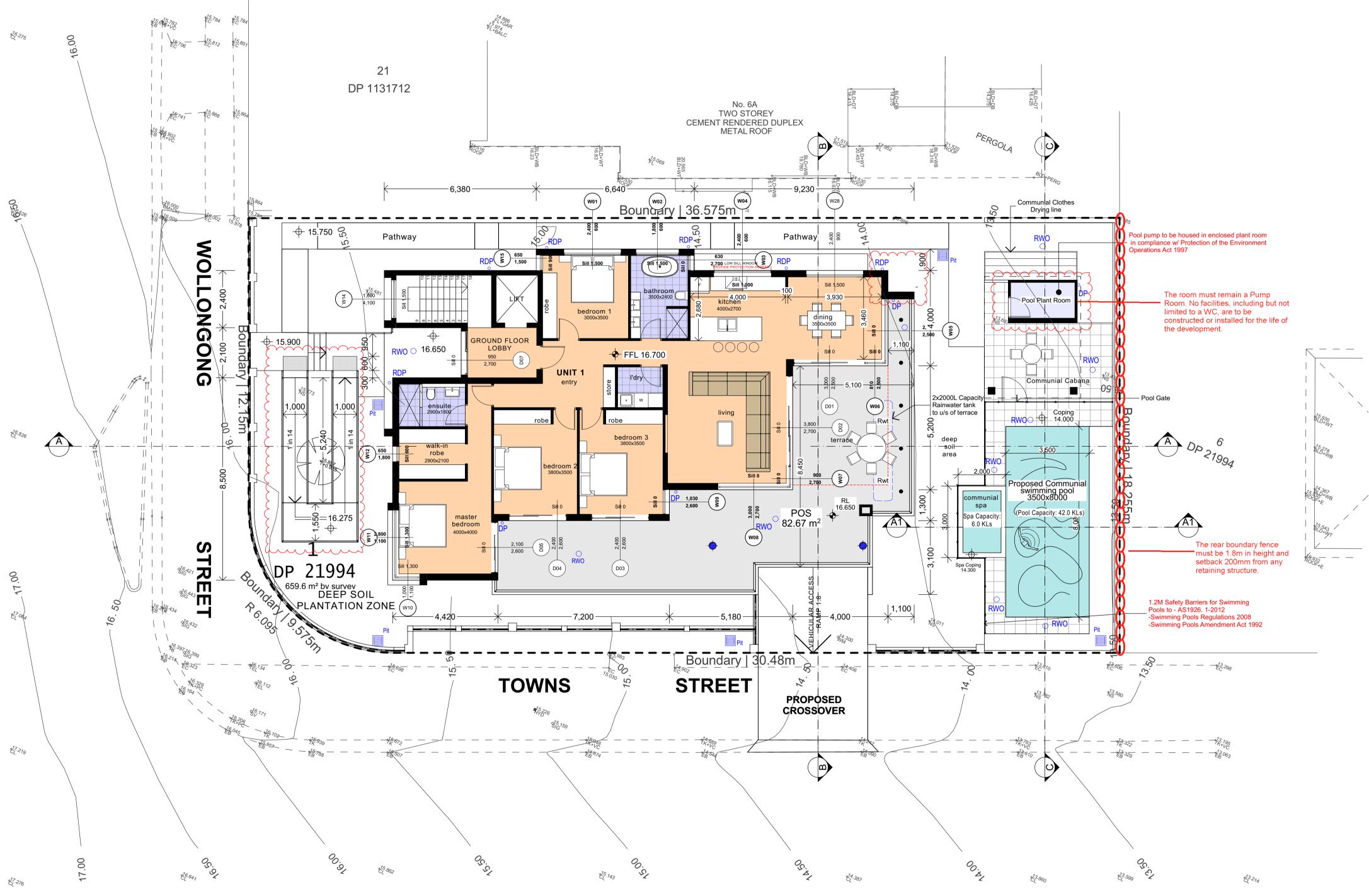


Car Parking Layout

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| SUE DESCRIPTION | DATE NO | OTES | Y LTD | DRAWING TITLE | SCALE | NORTH . | |
|---|--------------|---|---|------------------|--------------------------|---------|--|
| ISSUE FOR DEVELOPMENT APPLICATION LODGEMENT | 05/06/20 | | TA MA | | | /V | Proposed Dual Occupancy |
| ISSUE FOR DEVELOPMENT APPLICATION LODGEMENT | 16/10/20 | | LEAL | Car Parking Plan | | | · · · · · · · · · · · · · · · · · · · |
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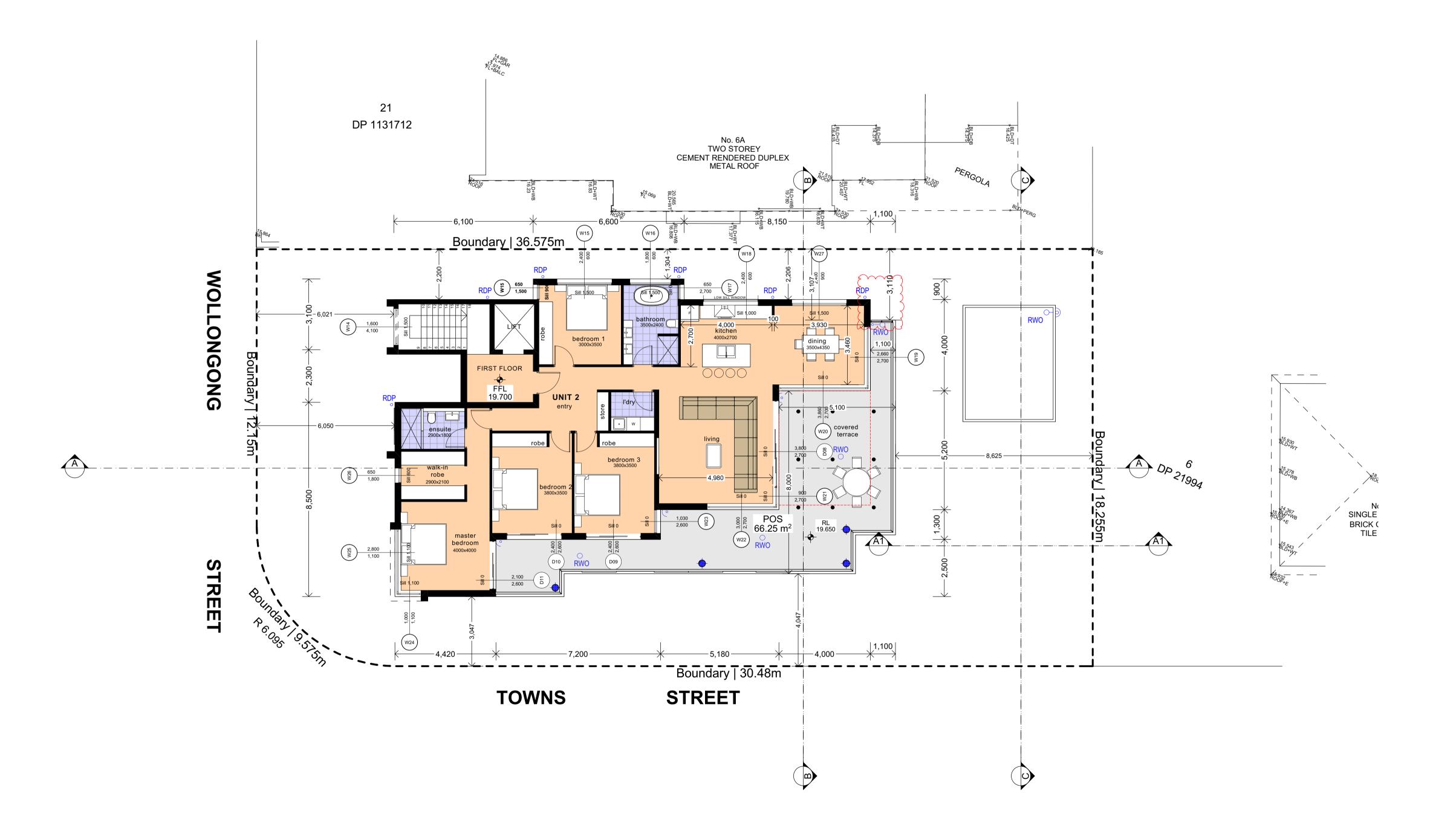


Ground Floor Plan

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| ISSUE DESCRIPTION | DATE | NOTES | DRAWING TITLE | SCALE | NORTH . |
|---|----------|---|---|--------------------------|--|
| A ISSUE FOR DEVELOPMENT APPLICATION LODGEMENT | 05/06/20 | | E ≤ | | Proposed Dual Occupancy |
| B ISSUE FOR DEVELOPMENT APPLICATION LODGEMENT | 16/10/20 | | Ground Floor Plan | | |
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| | | Figured dimensions shall take preference over scaling. Verify all dimensions on site | p PO BOX 3085 North Strathfield NSW 2137 p 02 9744 3116 e info@design-link.com.au DA08 | 0 0.5 1.0 2.0m | JOB No. DATE DRAWN CHECKED SCALE 29/01/2021 J.D A.M As Shown on A1 |



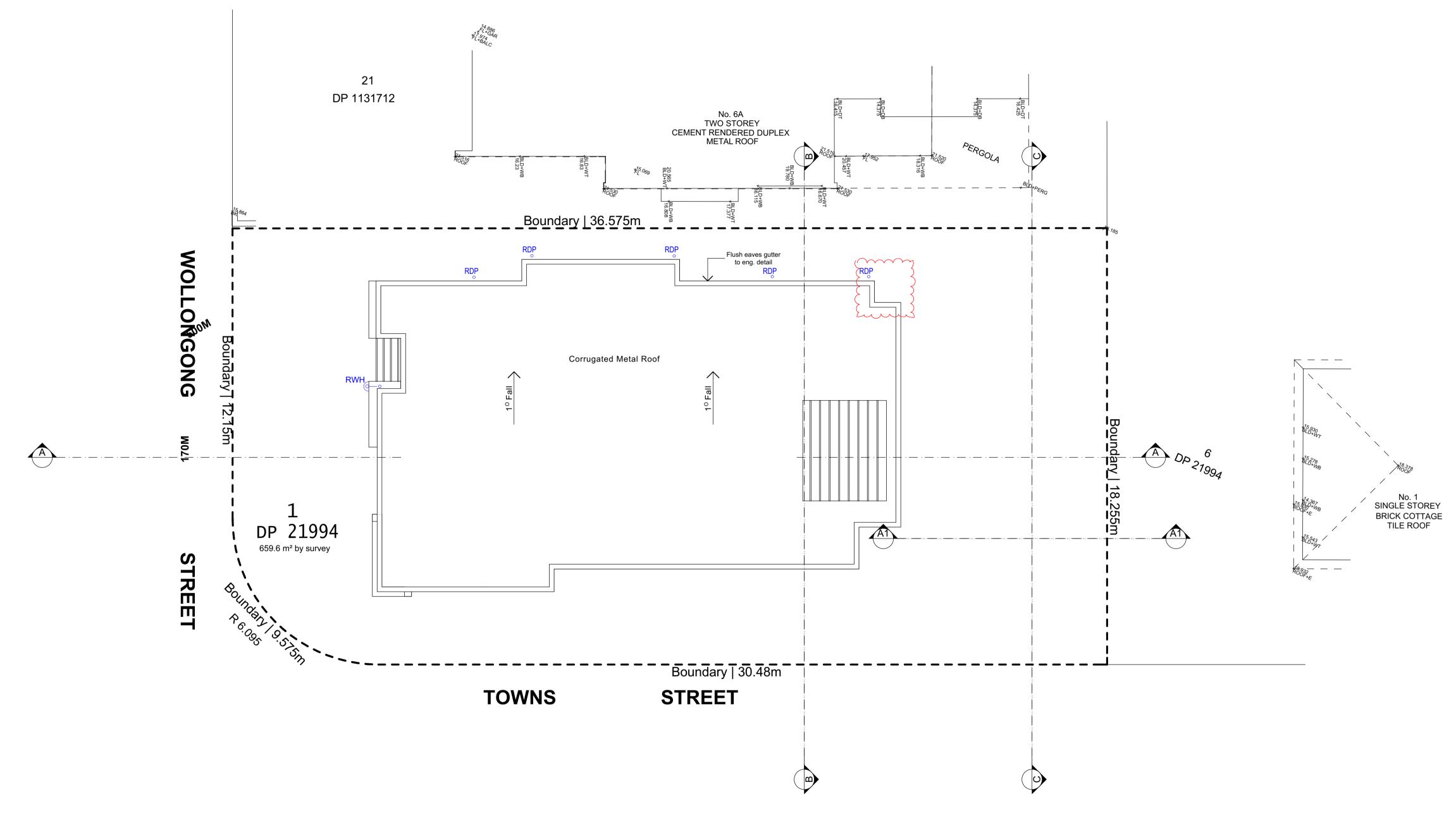


First Floor Plan

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| ISSUE | DESCRIPTION | DATE | NOTES | Y LTD | DRAWING TITLE | SCALE | NORTH | |
|-------|---|----------|---|--|------------------|--------------------------|-------|---|
| Α | ISSUE FOR DEVELOPMENT APPLICATION LODGEMENT | 05/06/20 | | A PT | | | /V | Proposed Dual Occupancy |
| В | ISSUE FOR DEVELOPMENT APPLICATION LODGEMENT | 16/10/20 | | LIAL LIAL | First Floor Plan | | | |
| С | REVISED FOR APPROVAL | 29/01/21 | The plans, drawings and specifications incorporated in this document shall remain the | DESIGN LINK AUSTRALIA PTY LTD a Suite 1, Level 5, 410 Church St., Parramatta, NSW 2150 p PO BOX 3085 North Strathrand 15 W 2137 | DRAWING NO | | | 4 Wollongong Street, Shellharbour |
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| | | | Figured dimensions shall take preference over scaling. Verify all dimensions on site | p PO BOX 3085 North Straths at 13 W 2137 p 02 9744 3116 e info@design Fink com.au | DA09 | 0 0.5 1.0 2.0m | | JOB No. DATE DRAWN CHECKED SCALE 01820_DA 29/01/2021 J.D A.M As Shown on A1 |

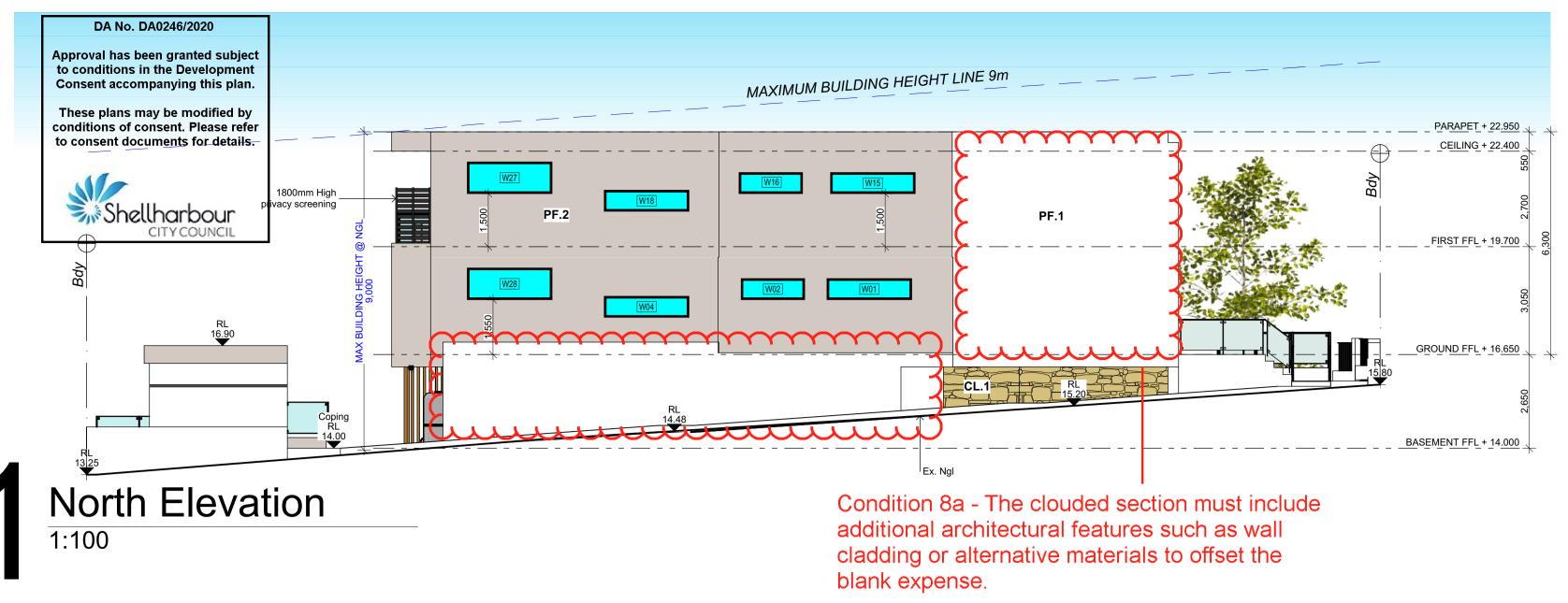




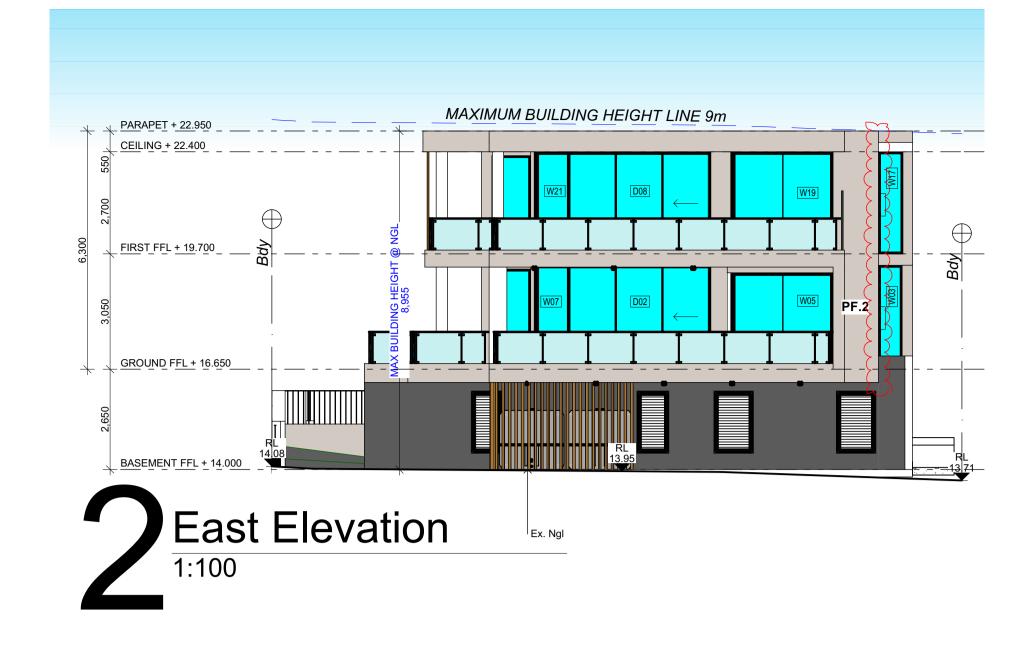
Roof Plan

1:100

| ISSUE DESCRIPTION | DATE NOTES | DRAWING TITLE | SCALE NORTH |
|---|---|---|--|
| A ISSUE FOR DEVELOPMENT APPLICATION LODGEMENT | 05/06/20 | A P | Proposed Dual Occupancy |
| B ISSUE FOR DEVELOPMENT APPLICATION LODGEMENT | 16/10/20 | Roof Plan | |
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| | Figured dimensions shall take preference over scaling. Verify all dimensions on site | p PO BOX 3085 North Strathfield NSW 2137 p 02 9744 3116 e info@design-link.com.au | JOB No. DATE DRAWN CHECKED SCALE 29/01/2021 J.D A.M AS Shown on A1 |











South Elevation

Adjoining Site No. 6
Wollongong Street Subject Site No. 4 Wollongong Street **WOLLONGONG STREET**

Ex. Ngl

Streetscape Elevation

1:100

West Elevation

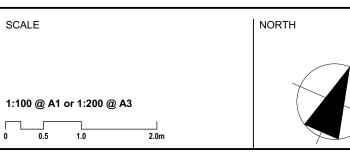


DEVELOPMENT APPLICATION

DATE | NOTES 05/06/20 ISSUE FOR DEVELOPMENT APPLICATION LODGEMENT 16/10/20 ISSUE FOR DEVELOPMENT APPLICATION LODGEMENT The plans, drawings and specifications incorporated in this document shall remain the copyright © of DESIGN LINK AUSTRALIA PTY LTD and must not be used, reproduced or REVISED FOR APPROVAL 29/01/21 REVISED FOR APPROVAL 29/01/21 copied wholly or in part without prior written consent of DESIGN LINK AUSTRALIA PTY LTD. Figured dimensions shall take preference over scaling.

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p PO BOX 3085 North Strathfield NSW 2137 **p** 02 9744 3116 **e** info@design-link.com.au



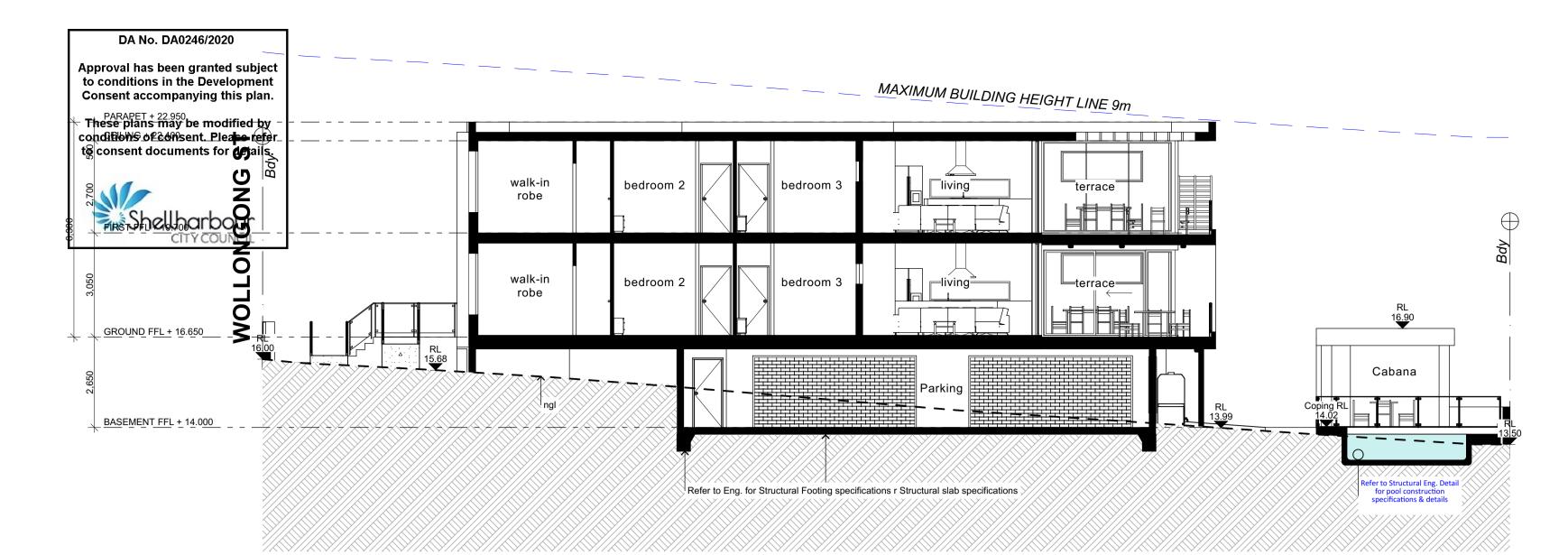


SCALE

Proposed Dual Occupancy 4 Wollongong Street, Shellharbour

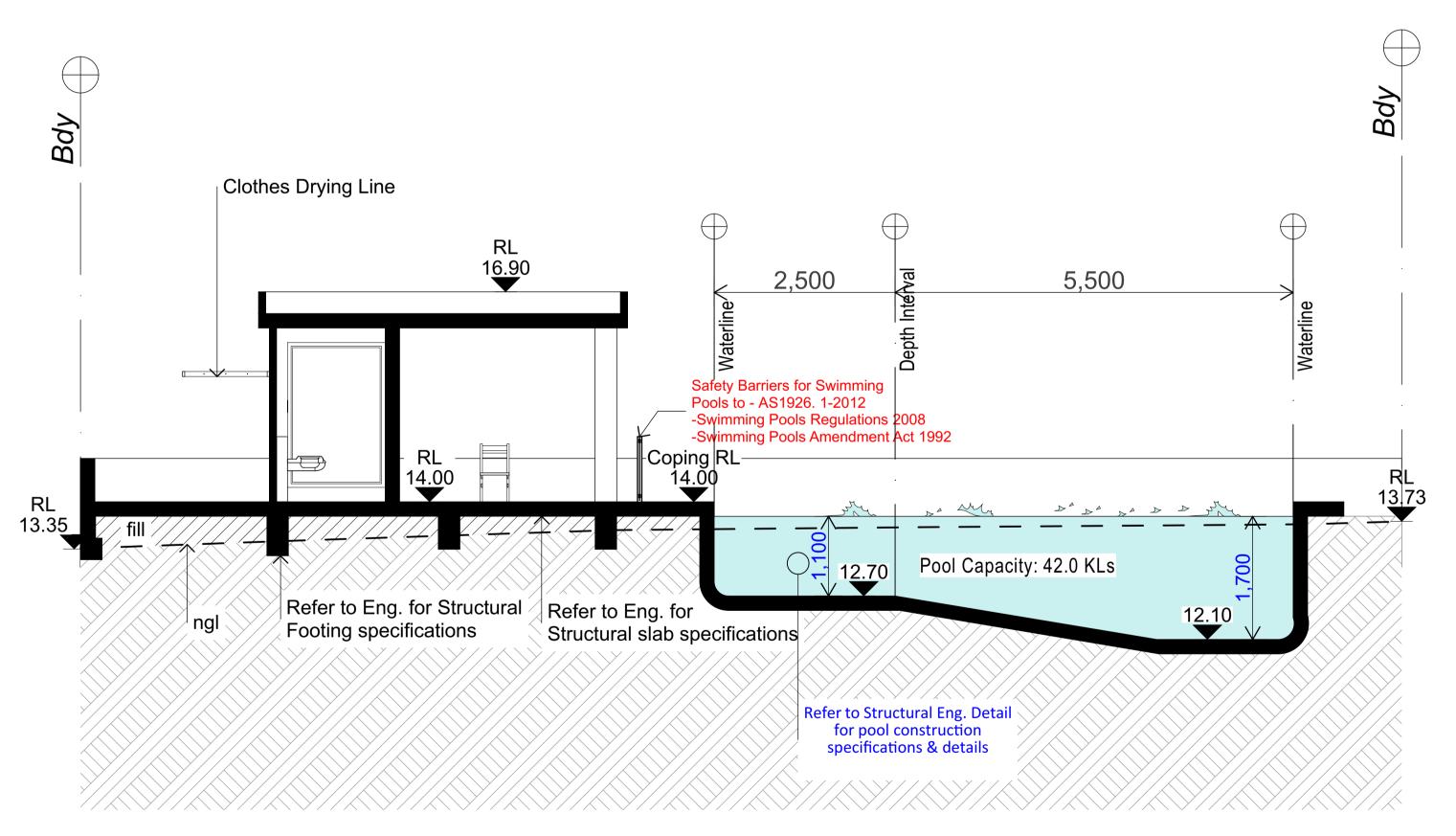
MATERIALS AND FINISHES

CHECKED SCALE 01820 DA As Shown on A1 A.M

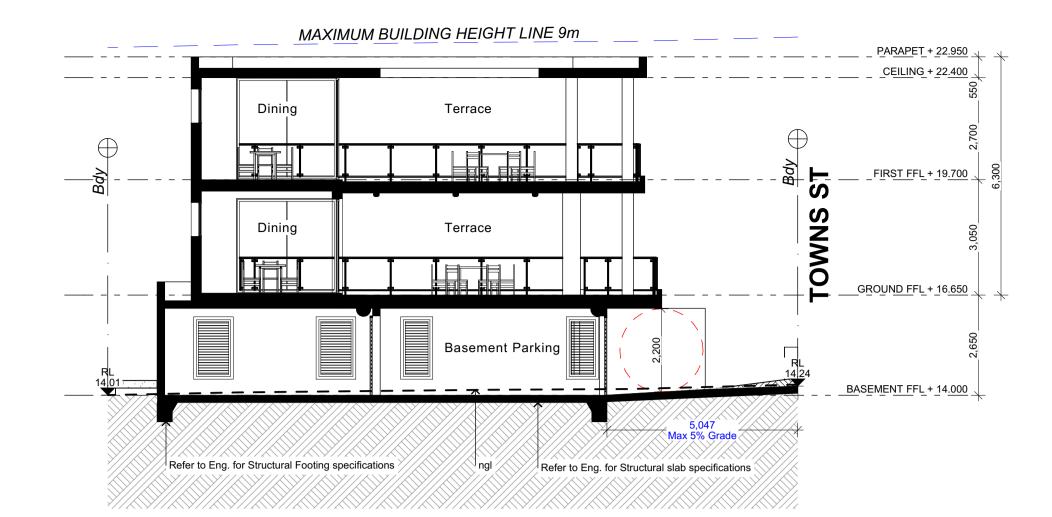


Section A - A

1:100



 $\underbrace{\frac{\text{Section C - C}}{1:50}}$



Section B - B

1:100



 Name:
 Robert Romanous

 Q/A David Howard

 Direct
 (02) 8484 4086

 Number:
 1300 787 302

 AAO:
 ABSA

 Assessor
 20039

 Number:
 4 Wollongong St, Shell Harbour

 Name:
 Software:

 BERSPro – v4.4.01

 Date:
 04/06/2020

 BASIX
 1103768M_02

 Certificate
 Group
 0004890650

NCC COMPLIANCE
In addition to BASIX Commitments; building compliance is required to comply with the 'New South Wales Additions' in the NCC 2017- Volume 1.
This includes New South Wales Part J(A). Specific mention is

made of the following provisions

- Building thermal construction in accordance with part J1.2
 If metal framed, sarking of R0.2 is required between stud
- and cladding as a thermal break
 Loss of ceiling insulation is compensated for by increased roof insulation in accordance with Part J1.3(c)

Any new air-conditioning system is installed in

- roof insulation in accordance with Part J1.3(c)
 Any roof lights, windows, doors and exhaust fans are sealed in accordance with Part J3
- accordance with Parts J5.2(a), J5.2(b), J5.2(c), J5.2(d), J5.2(f) & J5.2(g)

 Any new mechanical ventilation system is installed in
- accordance with Part J5.3.

 Any new miscellaneous exhaust system is installed in
- accordance with Part J5.4.
 Any new heated hot water system is installed in accordance with Part J7.2
- Any new energy monitoring equipment is installed in accordance with Part J8.3.

• Models rated with no downlights

- Light coloured roof for temperate or cool climates
- Kitchens / wet areas tiled/timber
 All other zones carpet
 Vents to wet areas / Jaunday / kitchen
- Vents to wet areas / laundry / kitchen
 Single story dwellings within 10m modelled
- as obstruction

 Double story dwellings within 20m modelled
- as obstruction
 Structures located at South are not modelled as obstruction
- BASIX TECHNICAL NOTES Defaults

Medium coloured external walls Walls to common areas modelled as external

- with zero solar absorptance
 Glazed corridors modelled with additional
- All ensuites are treated as conditioned
 Spaces without an openable window / door
- are included in the zone which they are accessed
- No mechanical heating or cooling appliances are modelled, including ceiling fans

Ref: BASIX-2324

CLIENT DETAILS

Page **1** of **2**

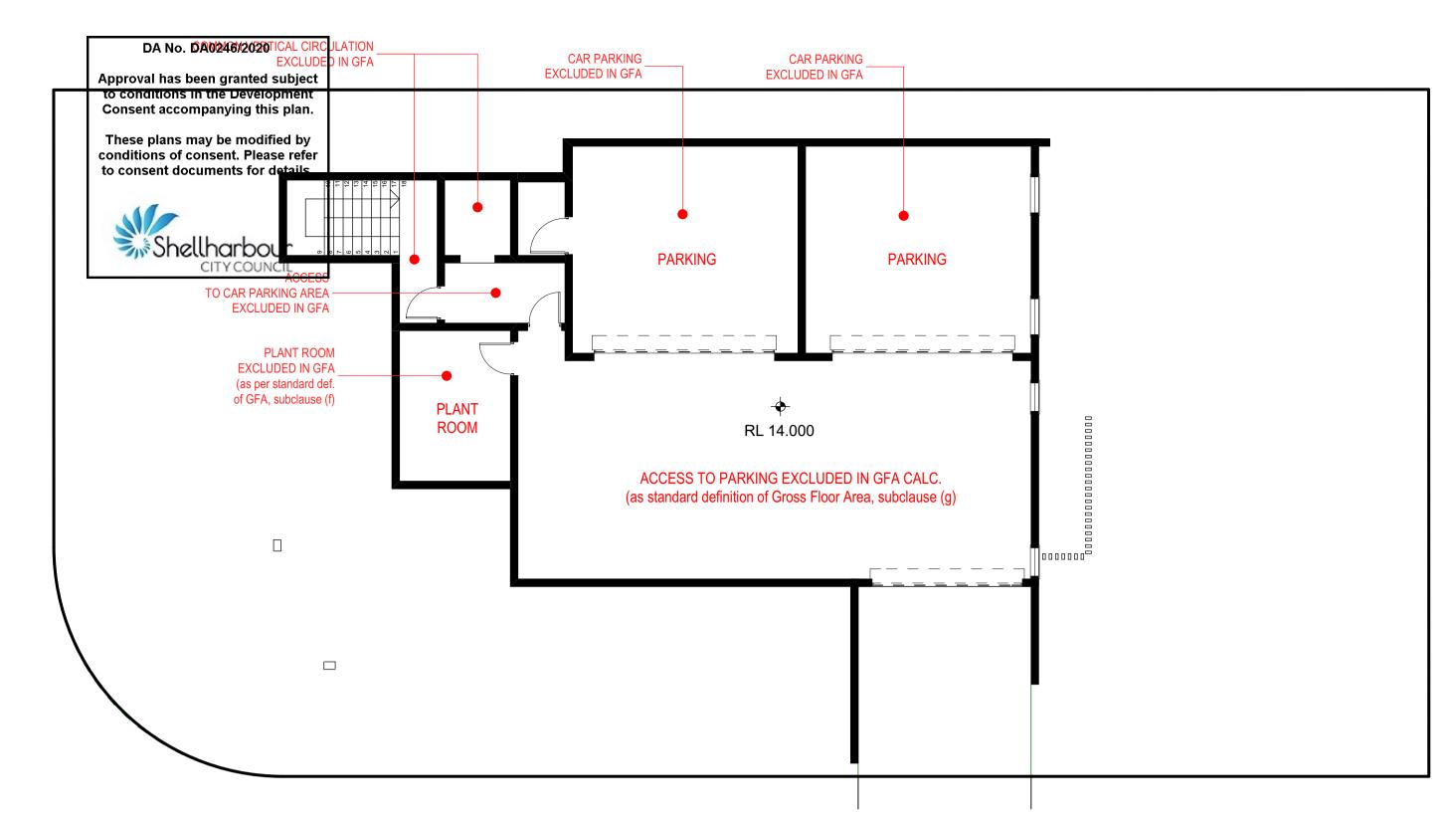


| WATER | | THERMAL C | OMFORT | | | ENERGY | | | |
|---------------------|---|---|---|---------------------------------|--|-----------------------------------|---|---|--|
| Pass - 45/40% | | Pass – | | | | Pass - 55/50% | | | |
| 1 400 10, 10,0 | Central 4000L Tank | GLAZING | | | | COMMON AREA | | | |
| Rain Water Tank | connected to landscape and toilets 100m² of Lawn + | Units | | | Fixed Windows around Living and | Lighting | Car Park Area – Fluorescent w/ motion sensors Plant Room - Fluorescent w/ motion sensors Garbage Room - Fluorescent w/ motion sensors | | |
| Common | 100m ² of low water | | | | Dining | Lift | Gearless Traction w/ VVVF Motor | | |
| Landscape | use/indigenous garden Om² 5 Star | 1 and 2 | SHGC 0.59 | (± 5%) | U-value 3.60 SHGC 0.54 (± 5%) Double, Clear | Ventilation | Car Park Area – No mech vent Store / Plant Room – No mech vent Garbage Room – Exhaust continuous | | |
| Landscape | 0m² | | Units U-value 4.80 SHGC 0.59 (± 5%) Single, Low-e WALLS nit 1 - External Walls nit 2 - External Walls Valls to corridors/lift Addition Addition FLOORS Il Suspended Floors to car ark or plant below ROOF | | DWELLINGS | Garbage Room – Exhaust continuous | | | |
| All Taps | 5 Star | | | Cavity Brick – No Additional | | Hot Water | Individual 6 Star Gas Instantaneous | | |
| лі тарз | | 5 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | | | | aal Malle | Heating | 3.5 Star Heating and Cooling AC. No day and night | |
| | 3 Star (4.5-6L/min) | Offic 1 - External Walls | | Infill Wall – Additional 75mm | | /Cooling | zoning | | |
| | , , , | | Infill V R2.0 II | | | Lighting | Dedicated LED throughout | | |
| All Toilet Flushers | 4 Star | | Bric | | eneer – Additional 75mm | Ventilation | Bathroom - ducted to façade or roof w/ Manual Swi | | |
| Common Pool | 42kL | Unit 2 - Exteri | B R Ir | | sulation all – Additional 75mm sulation | | Kitchen - ducted to façade or roof w/ Manual Switch Laundry - ducted to façade or roof w/ Manual Switch Well ventilated Fridge Space | | |
| Common Spa | 6kL w/spa cover | | | | | Appliances | Electric oven w/ gas cooktop | | |
| · | | Walls to corri | dors/lift | Additional 75mm R2.0 Insulation | | Photovoltaic | 5kW system each dwelling | | |
| | | | | | | System | | | |
| | | Internal Walls | in Units | No Add | ditional Insulation | Other | | | |
| | | | ı | LOORS | | Common Pool | Pumps on timer | | |
| | | | | Concre | te - Additional R2.50 | and Spa Spa Heating | Gas only | | |
| | | | | ROOF | | | | | |
| | | Units exposed | l roof | Metal F | - Additional R3.0 Roof - Additional R1.8 ive Blanket | | | | |

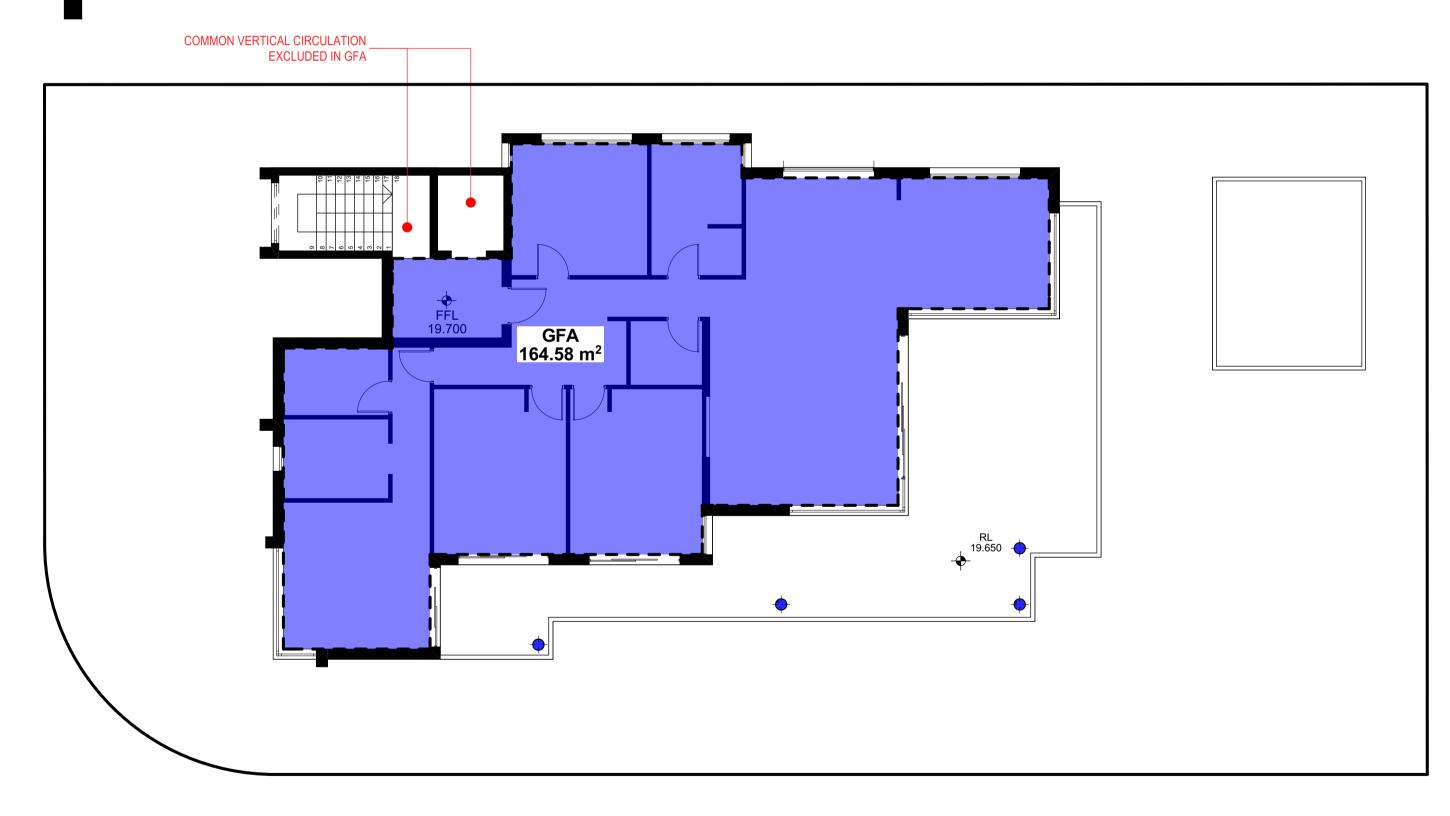
Ref: BASIX- 2324 Page **2** of **2**

DEVELOPMENT APPLICATION

DRAWING TITLE DATE | NOTES SCALE **Proposed Dual Occupancy** ISSUE FOR DEVELOPMENT APPLICATION LODGEMENT 05/06/20 **Sections** ISSUE FOR DEVELOPMENT APPLICATION LODGEMENT 16/10/20 4 Wollongong Street, Shellharbour **DESIGN LINK AUSTRALIA PTY LTD** REVISED FOR APPROVAL The plans, drawings and specifications incorporated in this document shall remain the copyright © of DESIGN LINK AUSTRALIA PTY LTD and must not be used, reproduced or 29/01/21 a Suite 1, Level 5, 410 Church St, Parramatta, NSW 2150
p PO BOX 3085 North Strathfield NSW 2137 1:100 @ A1 or 1:200 @ A3 29/01/21 REVISED FOR APPROVAL copied wholly or in part without prior written consent of DESIGN LINK AUSTRALIA PTY LTD. CHECKED SCALE Figured dimensions shall take preference over scaling. Verify all dimensions on site 01820 DA **p** 02 9744 3116 **e** info@design-link.com.au As Shown on A1 A.M

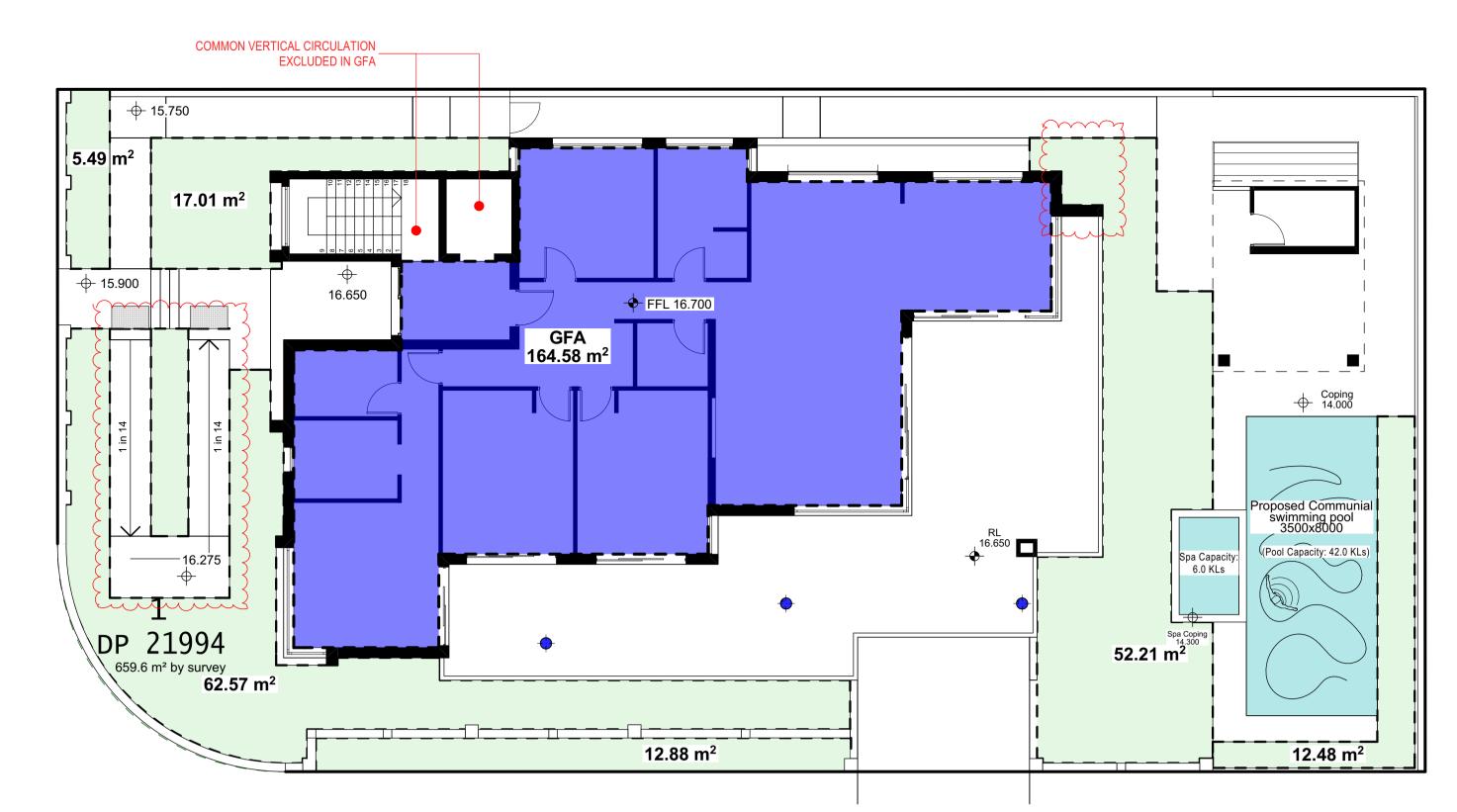


Basement Plan - Area Calculation



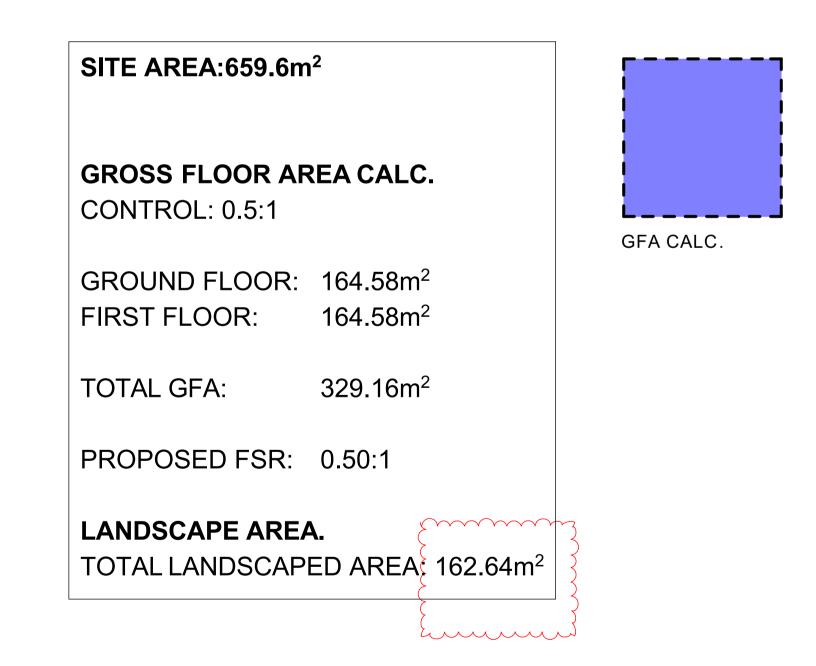
First Floor Plan - Area Calculation

1:100



Ground Floor Plan - Area Calculation

1:100



DEVELOPMENT APPLICATION

ISSUE FOR DEVELOPMENT APPLICATION LODGEMENT

ISSUE FOR DEVELOPMENT APPLICATION LODGEMENT

ISSUE FOR DEVELOPMENT APPLICATION LODGEMENT

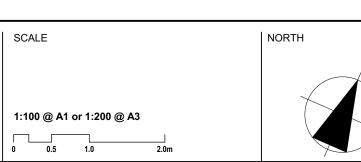
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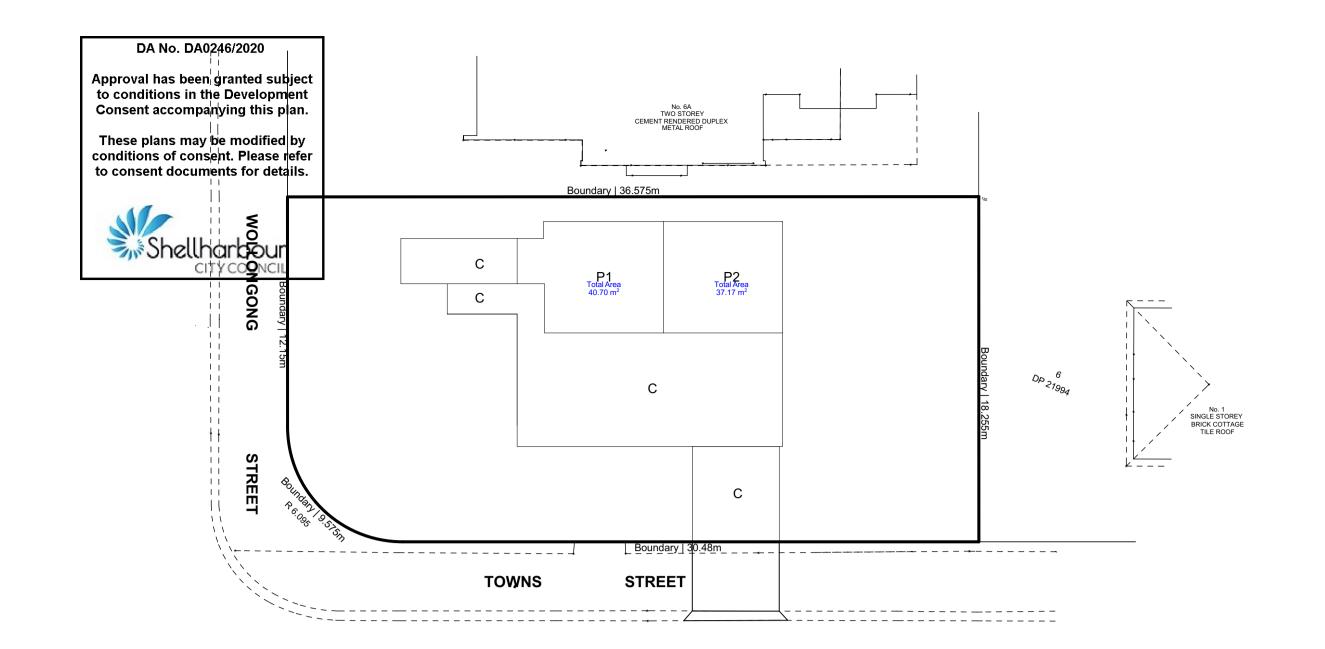


Proposed Dual Occupancy
4 Wollongong Street, Shellharbour

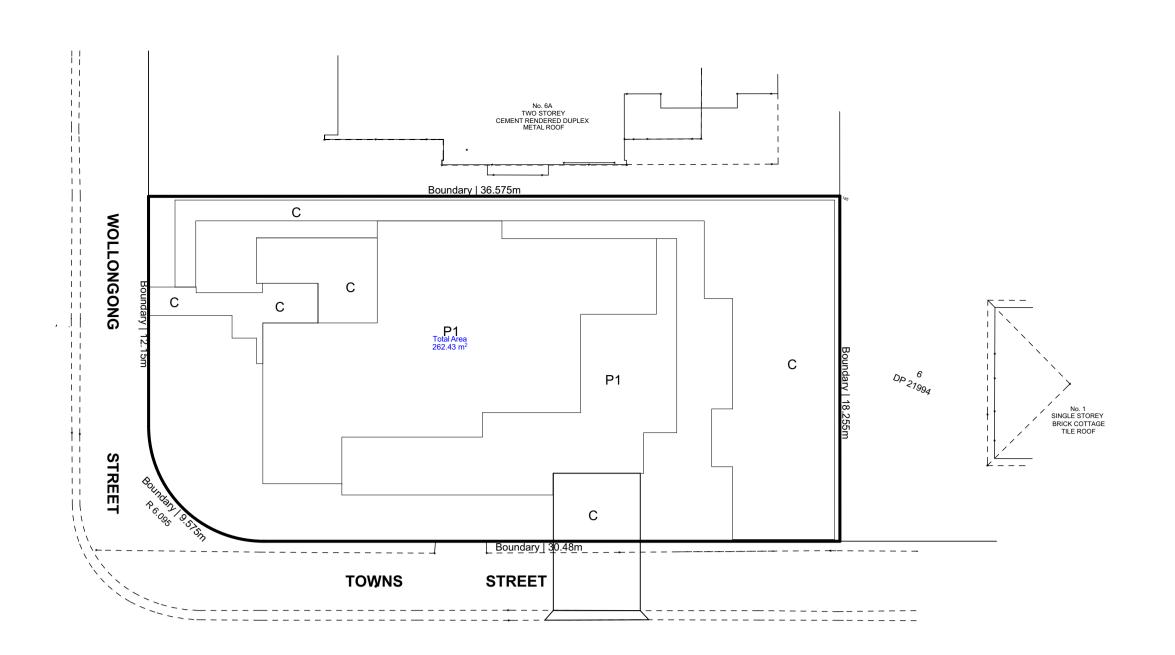
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A.M

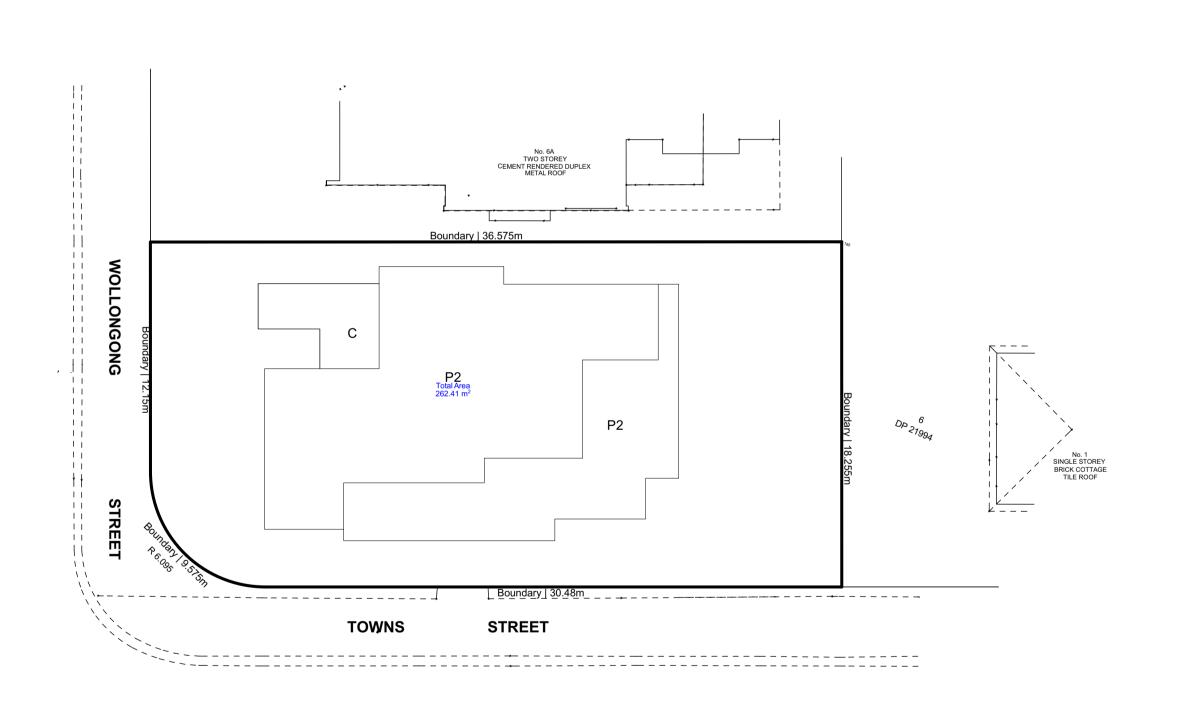
01820 DA



Basement Plan - Subdivison



Ground Floor Plan - Subdivison



First Floor Plan - Subdivison

STRATA-SUBDIVISON CALCULATION

PROJECT: PROPOSED DUAL OCCUPANCY **SITE:** 4 WOLLONGONG STREET, SHELLHARBOUR LOT 1 | D.P 21994

SITE AREA: 659.6 m² (By Calc.)

| NUMERICAL CONTROL: | PROPOSEI |
|--|-----------------------|
| Unit 1 Subdvision Area (Inclu. Garage) | 303.13 m ² |
| Unit 2 Subdvision Area (Inclu. Garage) | 299.60 m ² |

DEVELOPMENT APPLICATION

DATE | NOTES

A ISSUE FOR DEVELOPMENT APPLICATION LODGEMENT

B ISSUE FOR DEVELOPMENT APPLICATION LODGEMENT

16/10/20

C REVISED FOR APPROVAL

D REVISED FOR APPROVAL

29/01/21

D REVISED FOR APPROVAL

29/01/21

D REVISED FOR APPROVAL

29/01/21

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Figured dimensions shall take preference over scaling.
Verify all dimensions on site

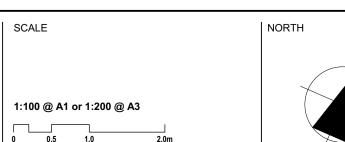
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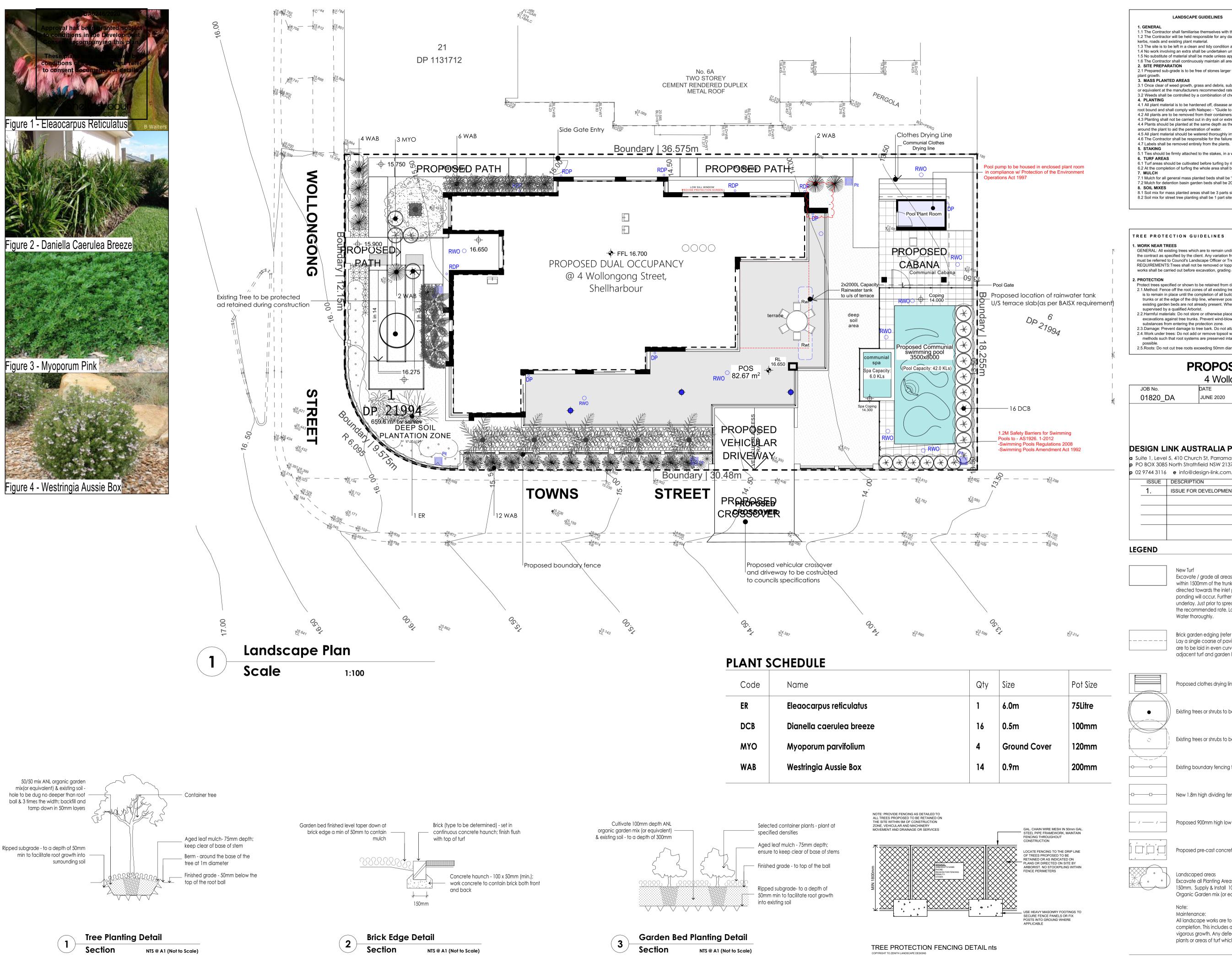
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 DATE
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 29/01/2021
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 A.M
 As Shown on A1

C - COMMON PROPERTY

P1 - UNIT 1 PROPERTY

P2 - UNIT 2 PROPERTY



LANDSCAPE GUIDELINES

.1 The Contractor shall familiarise themselves with the site prior to tender.

1.2 The Contractor will be held responsible for any damage to utility services, pipes, building structures, paving surfaces, fencing, footways, kerbs, roads and existing plant material.

1.3 The site is to be left in a clean and tidy condition at the completion of works to the satisfaction of the Superintendent 1.4 No work involving an extra shall be undertaken unless approval is first obtained from the Superintendent.

1.5 No substitute of material shall be made unless approval is given by the Superintendent. 1.6 The Contractor shall continuously maintain all areas of the Contract during progress of the works specified.
 2. SITE PREPARATION

2.1 Prepared sub-grade is to be free of stones larger than 100mm diameter, cement, rubbish and any other foreign matter that could hinder plant growth.

3. MASS PLANTED AREAS

3.1 Once clear of weed growth, grass and debris, sub-grade should be cultivated to a minimum depth of 150mm incorporating 'Dynamic Lifter' or equivalent at the manufacturers recommended rates. 3.2 Weeds shall be controlled by a combination of chemical and hand removal techniques.

4.1 All plant material is to be hardened off, disease and insect free and true to species, type and variety. Plants are to be well grown but not root bound and shall comply with Natspec - "Guide to Purchasing Landscape Trees".

4.2 All plants are to be removed from their containers prior to planting with as little disturbance to the root system as possible.

4.3 Planting shall not be carried out in dry soil or extreme weather conditions.
4.4 Plants should be planted at the same depth as the plants were in the containers and allow for a shallow saucer of soil to be formed

4.5 All plant material should be watered thoroughly immediately after planting.4.6 The Contractor shall be responsible for the failure of plants during construction, except for acts of vandalism.

5.1 Ties should be firmly attached to the stakes, in a way to avoid damage to the stem while allowing a small degree of movement.

 $6.1\ \text{Turf}$ areas should be cultivated before turfing by ripping or harrowing. 6.2 At the completion of turfing the whole area shall be thoroughly soaked and kept moist till the completion of landscape works.

7.1 Mulch for all general mass planted beds shall be 'Droughtmaster' mulch as supplied by A.N.L. or similar.
7.2 Mulch for detention basin garden beds shall be 20mm Nepean River Gravel or similar laid to a minimum 50mm depth.

8.1 Soil mix for mass planted areas shall be 3 parts site soil to 1 part 'Organic Garden Mix' as supplied by A.N.L. or equivalent. 8.2 Soil mix for street tree planting shall be 1 part site soil to 1 part 'Organic Garden Mix' as supplied by A.N.L. or equivalent.

TREE PROTECTION GUIDELINES

GENERAL: All existing trees which are to remain undisturbed are indicated on the drawings and shall be adequately protected for the duration of the contract as specified by the client. Any variation from this specification or enquires regarding the protection/health of the trees to be retained must be referred to Council's Landscape Officer or Tree Preservation Officer for approval and/or advice.

REQUIREMENTS:Trees shall not be removed or lopped unless specific instruction is given in writing by the Superintendent. All tree protection works shall be carried out before excavation, grading and site works commence.

Protect trees specified or shown to be retained from damage by ground works. Take necessary precautions, including the following:

- 2.1.Method: Fence off the root zones of all existing trees to be retained in accordance with the Tree Protection Fencing Detail. Protective fencing is to remain in place until the completion of all building and hard landscape construction. Fencing is to be located not less than 2 metres from trunks or at the edge of the drip line, wherever possible. A layer of organic mulch 100mm thick shall be placed over the protected area where existing garden beds are not already present. Where building works are required within the root zone of existing trees these works must be supervised by a qualified Arborist.
- 2. Harmful materials: Do not store or otherwise place bulk materials and harmful materials under or near trees. Do not place spoil from excavations against tree trunks. Prevent wind-blown materials such as cement from harming trees and plants. Prevent concrete wash or other substances from entering the protection zone.
- 2.3.Damage: Prevent damage to tree bark. Do not attach stays, guys and the like to trees
- 2.4. Work under trees: Do not add or remove topsoil within the drip line of the trees. If it is necessary to excavate within the drip line, use hand methods such that root systems are preserved intact and undamaged. Open up excavations under tree canopies for as short a period as
- 2.5.Roots: Do not cut tree roots exceeding 50mm diameter unless undertaken by a qualified Arborist.

PROPOSED DUAL OCCUPANCY

4 Wollongong Street, Shellharbour

| 01820_DA | JUNE 2020 | H.F | A.M | As Shown o | n A1 |
|-------------------|-----------------|-----|-----|------------|------|
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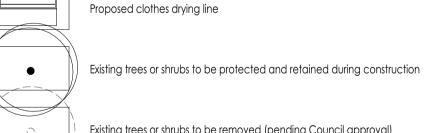
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ISSUE DESCRIPTION ISSUE FOR DEVELOPMENT APPLICATION

Excavate / grade all areas to be turfed to 120mm below required finished levels. Do not excavate within 1500mm of the trunk of any existing tree to be retained. Ensure that all surface water runoff is directed towards the inlet pits, kerbs etc.. and away from buildings. Ensure that no pooling or ponding will occur. Further rip the subgrade to 150mm. Install 100mm depth of imported turf underlay. Just prior to spreading the turf, spread "Shirley's No.17 lawn fertilizer" over the underlay at the recommended rate. Lay "Sir Walter Buffalo" turf rolls closely butted. Fill any small gaps with topsoil. Water thoroughly.

Brick garden edging (refer to detail)

Lay a single coarse of paving bricks in a mortar haunch (200mm wide and 100mm deep). The edges are to be laid in even curves and straight lines as shown on the plan. Edge is to finish flush with the adjacent turf and garden levels.



Proposed clothes drying line

Existing trees or shrubs to be removed (pending Council approval)

Existing boundary fencing to be retained or replaced (where required)

New 1.8m high dividing fence between rear private open space

Proposed 900mm high low boundary fence to front setback area (to be selected by owner)



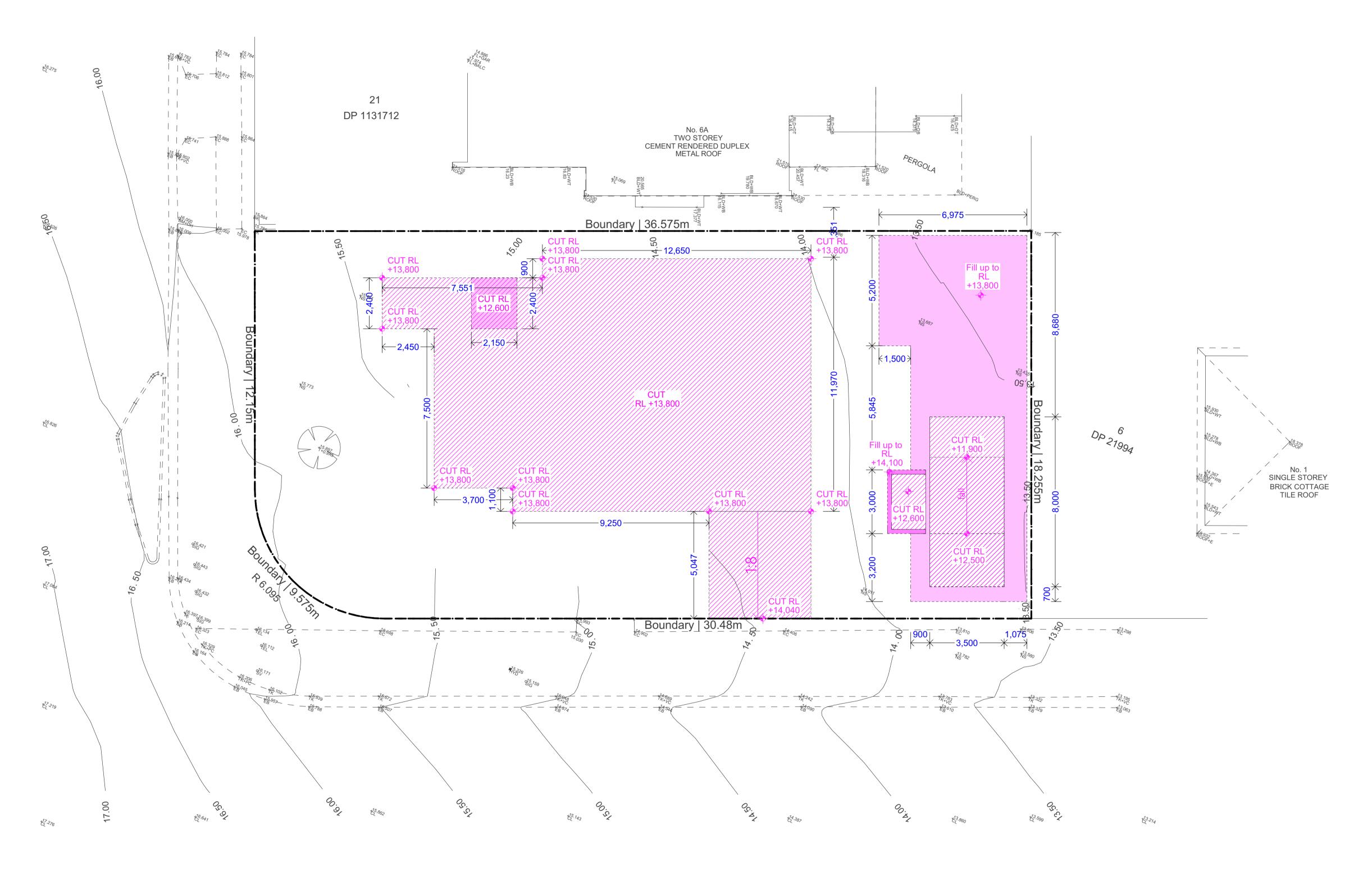
Proposed pre-cast concrete stepping pads in mulched garden area (to be selected by owner)

Excavate all Planting Areas to a depth of 150mm below finished levels. Cultivate subgrade a further 150mm. Supply & Install 100mm of soil mix that consists of 50% Site Top Soil (if suitable) with 50% ANL Organic Garden mix (or equivalent). Install 75mm depth of selected mulch.

Note: Maintenance:

All landscape works are to be maintained for a period of twelve months from the date of practical completion. This includes all watering, weeding, spraying and re-mulching necessary to achieve vigorous growth. Any defects which arise during this period are to be rectified immediately. Any plants or areas of turf which fail during this period are to be replaced at no additional cost.





01 CUT & FILL PLAN 1:100

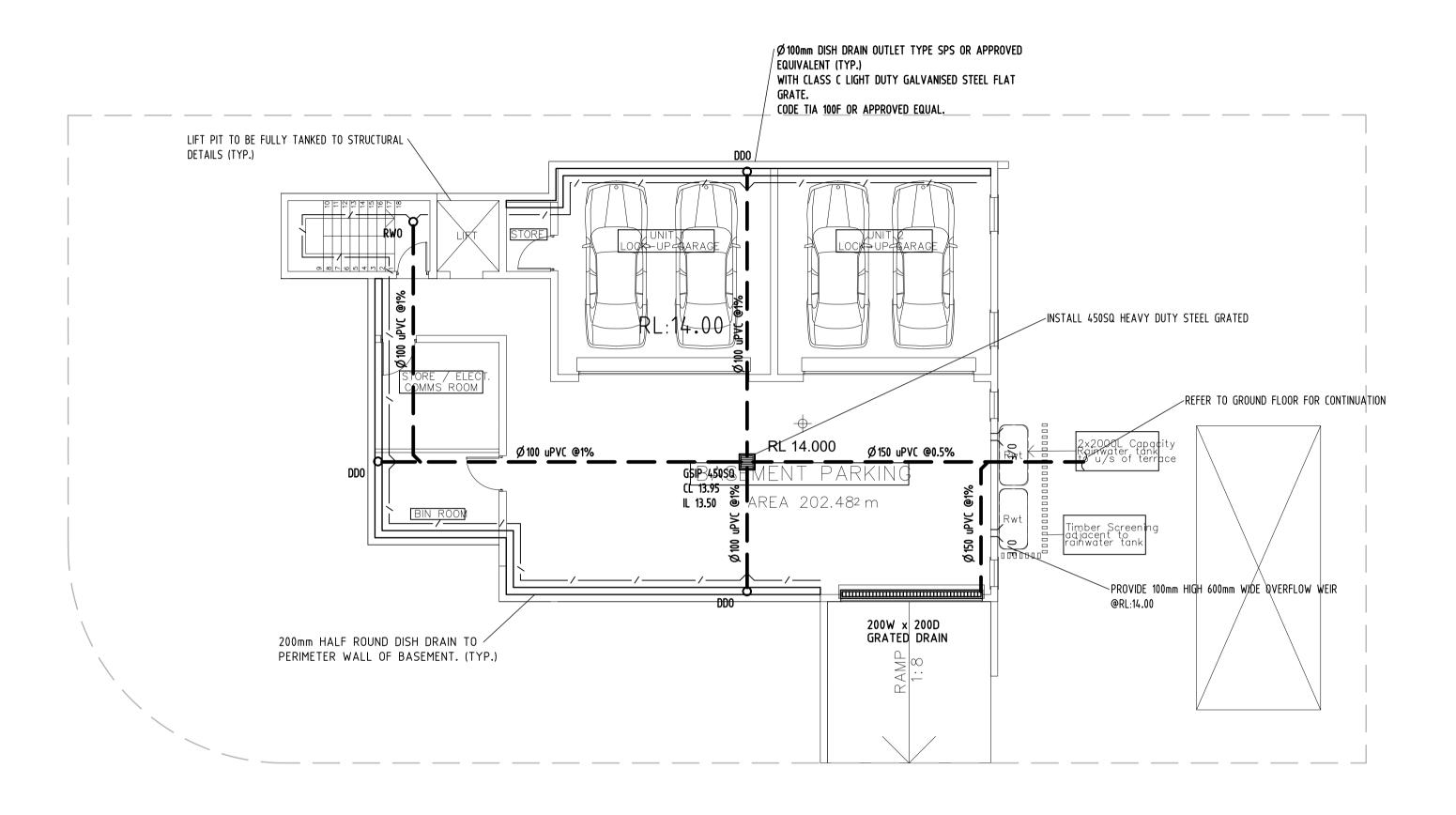
| ISSUE | DESCRIPTION | DATE | NOTES | DRAWING TITLE | SCALE | NORTH |
|-------|--|----------|---|--|--------------------------|---|
| Α | ISSUED FOR DEVELOPMENT APPLICATION LODGEMENT | 16/10/20 | | ALIA PT | | Proposed Dual Occupancy |
| | | | The plans, drawings and specifications incorporated in this document shall remain the | DESIGN LINK AUSTRALIA PTY LTD Cut & Fill plan | | 4 Wollongong Street, Shellharbour |
| | | | copyright © of DESIGN LINK AUSTRALIA PTY LTD and must not be used, reproduced or copied wholly or in part without prior written consent of DESIGN LINK AUSTRALIA PTY LTD. | a Suite 1, Level 5, 410 Church St, Parramatta, NSW 2150 p PO BOX 3085 North Strathfield NSW 2137 | 1:100 @ A1 or 1:200 @ A3 | JOB No. DATE DRAWN CHECKED SCALE |
| | | | Figured dimensions shall take preference over scaling. Verify all dimensions on site | p PO BOX 3085 North Strathfield NSW 2137 p 02 9744 3116 e info@design-link.com.au | 0 0.5 1.0 2.0m | 01820_DA 2/11/2020 J.D A.M As Shown on A1 |

DA No. DA0246/2020

Approval has been granted subject to conditions in the Development Consent accompanying this plan.

These plans may be modified by conditions of consent. Please refer to consent documents for details.

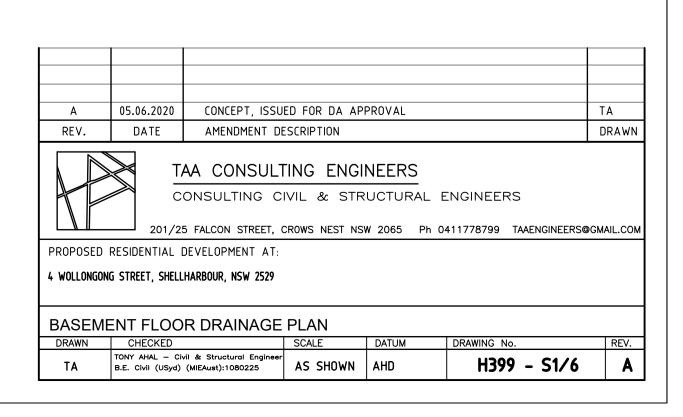


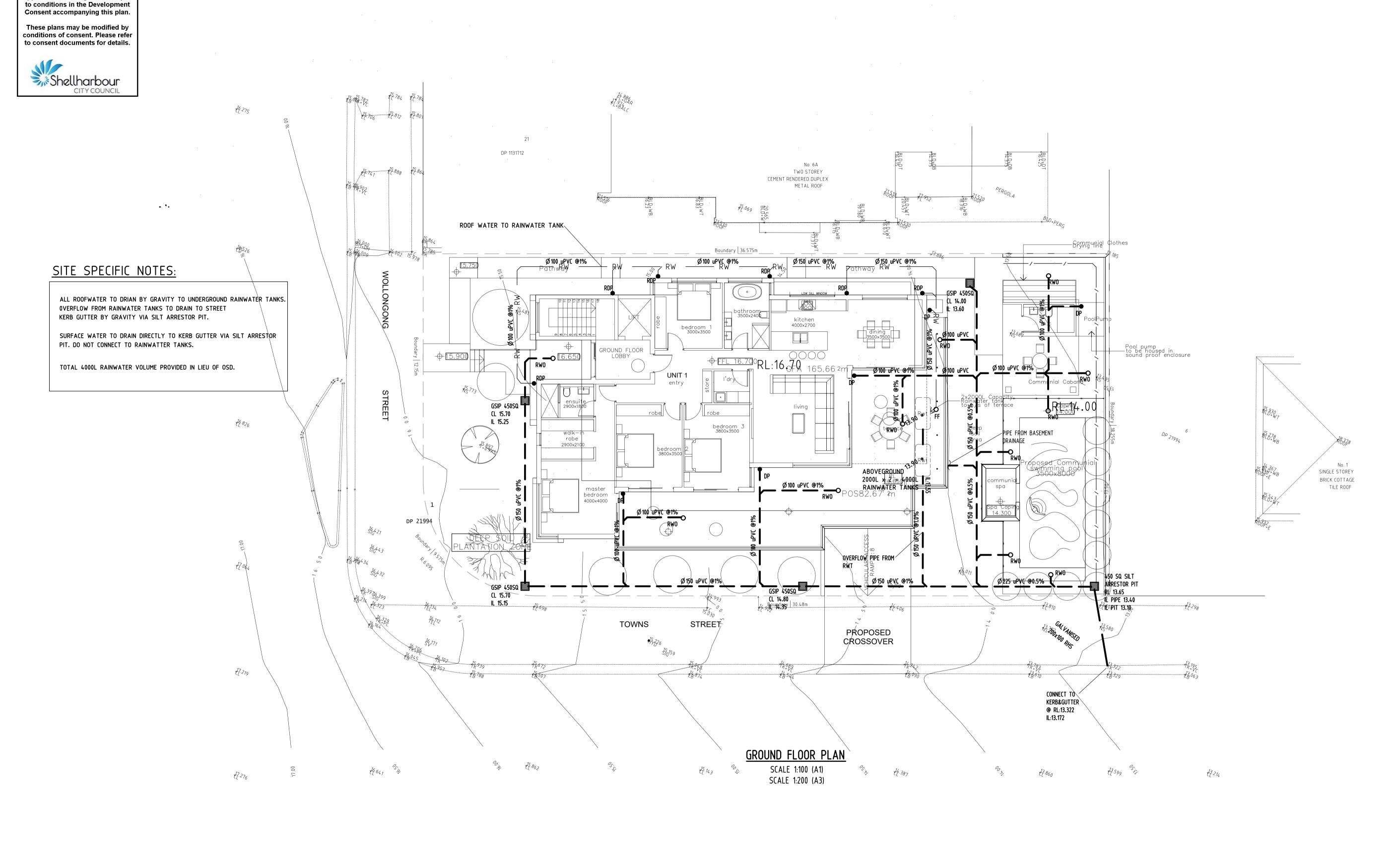


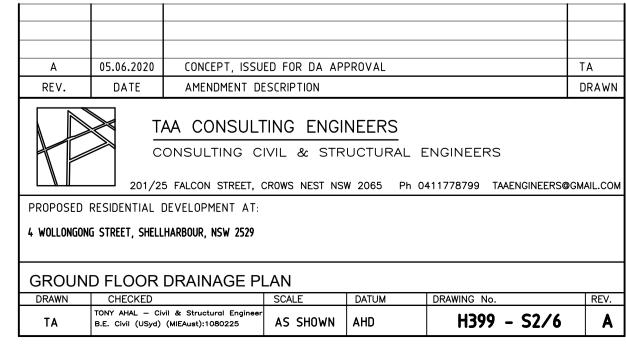
BASEMENT FLOOR PLAN

SCALE 1:100 (A1)

SCALE 1:200 (A3)







DA No. DA0246/2020

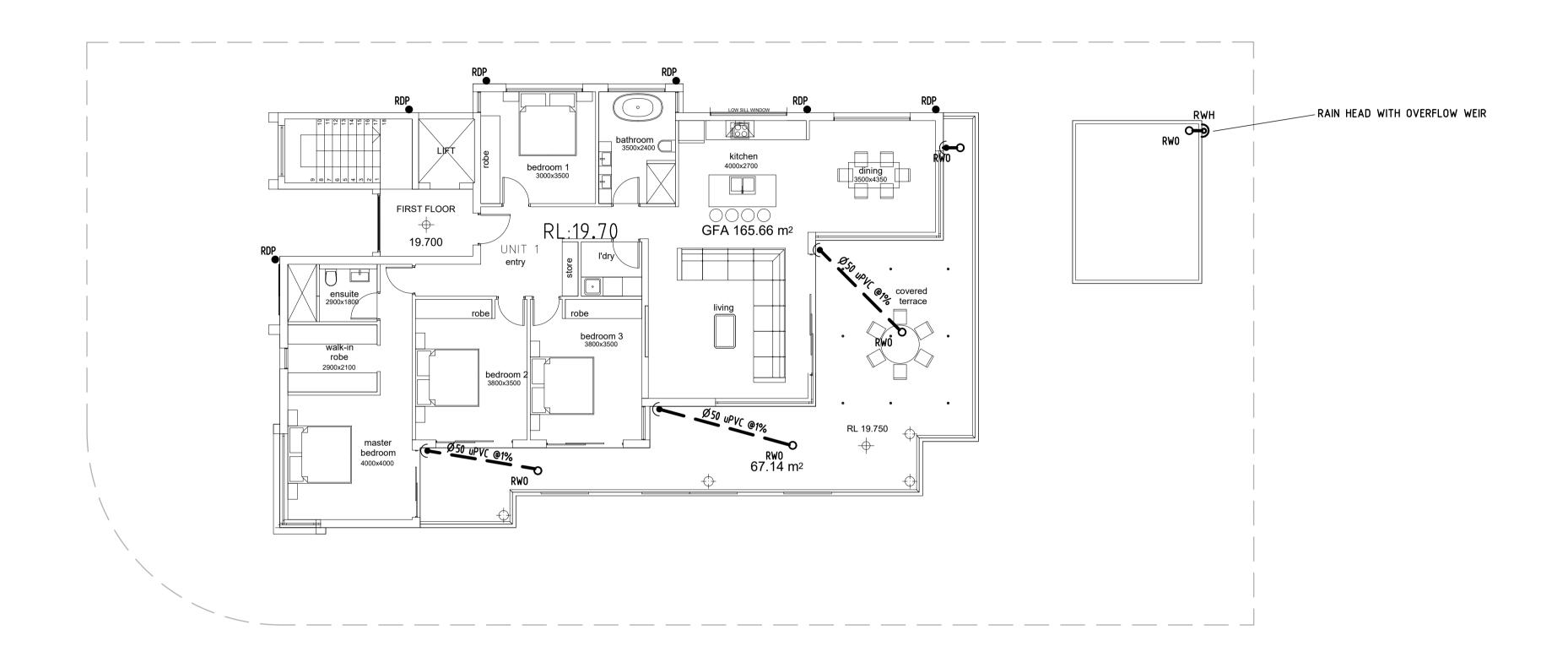
Approval has been granted subject

DA No. DA0246/2020

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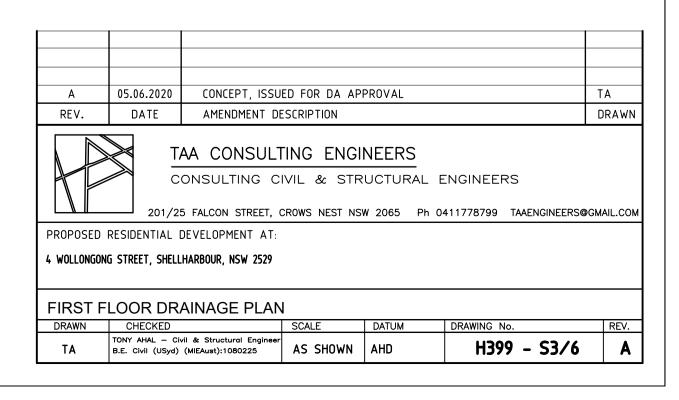
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FIRST FLOOR PLAN

SCALE 1:100 (A1) SCALE 1:200 (A3)

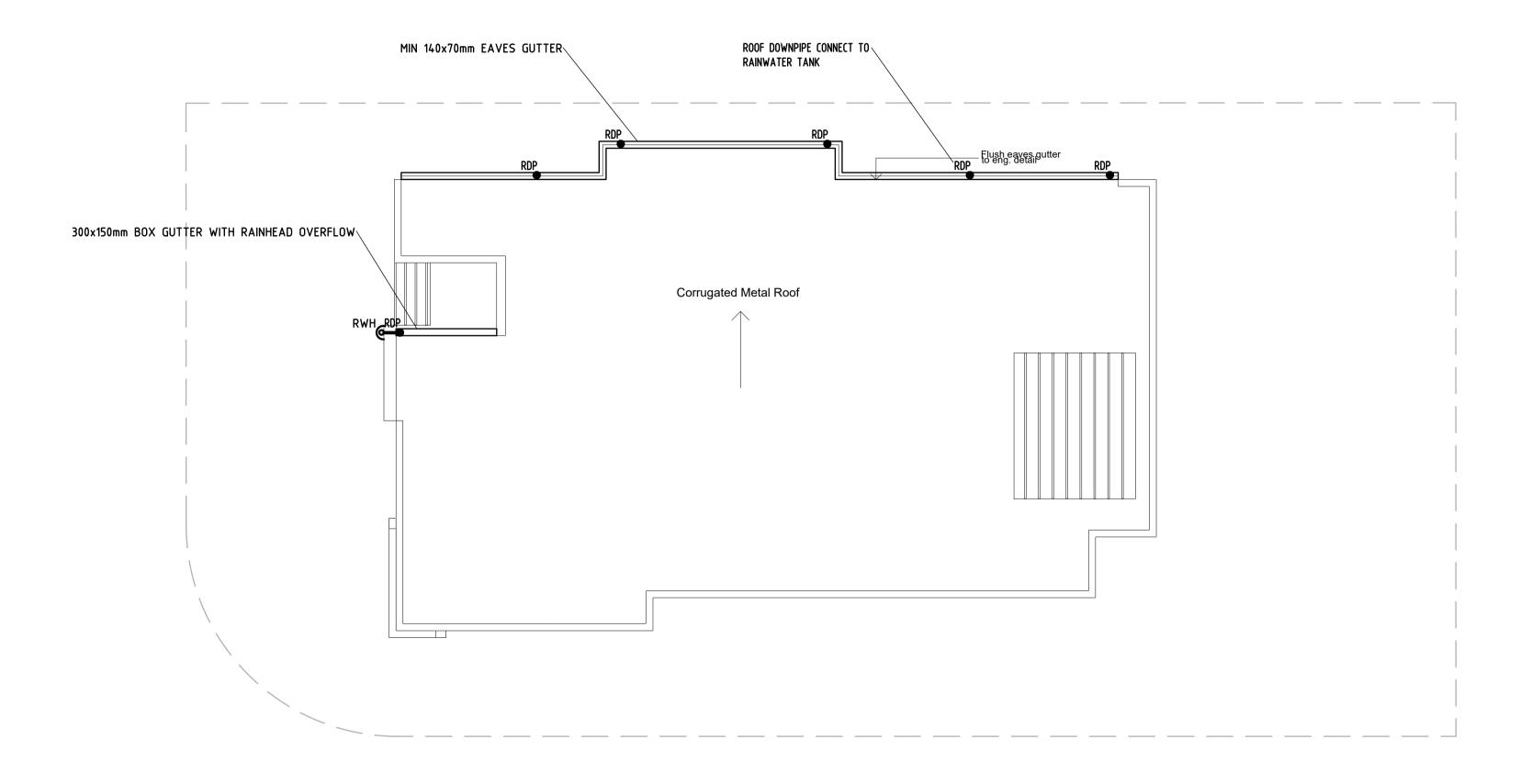


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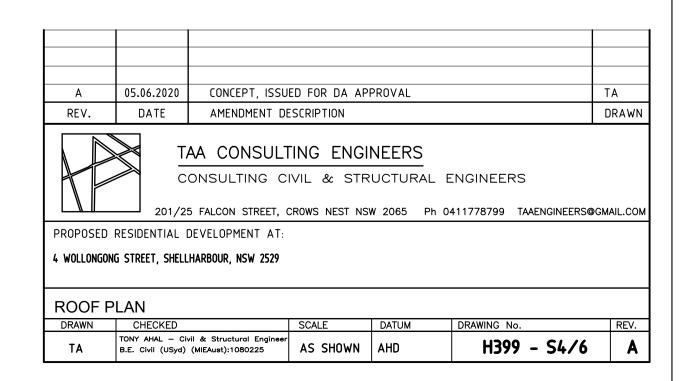




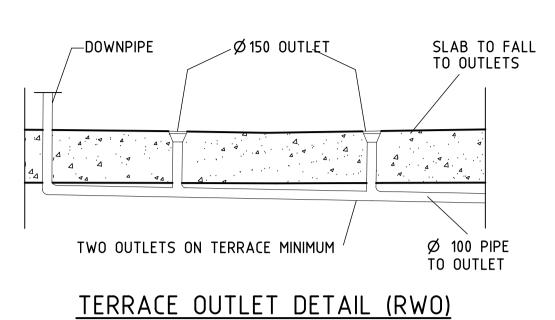
ROOF PLAN

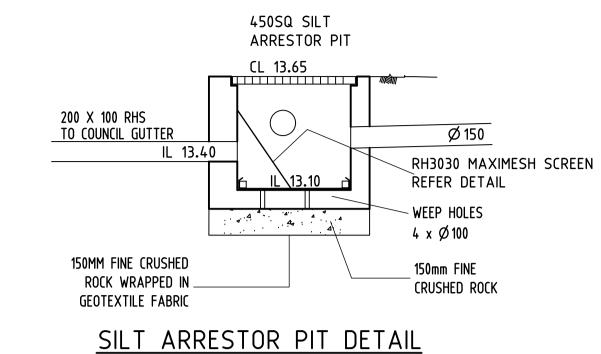
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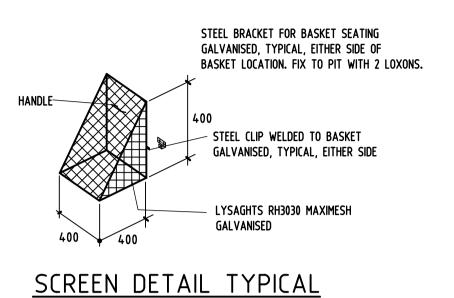
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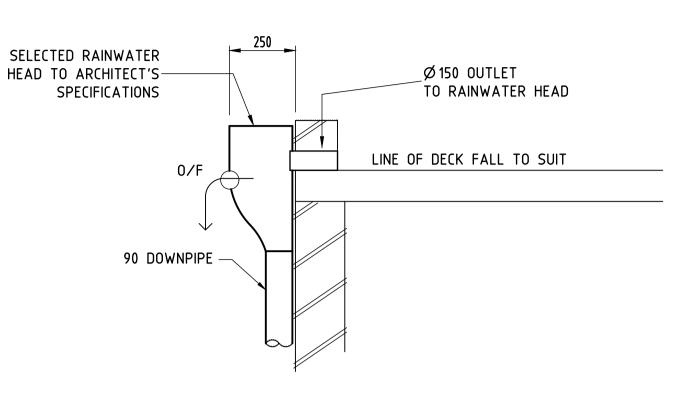




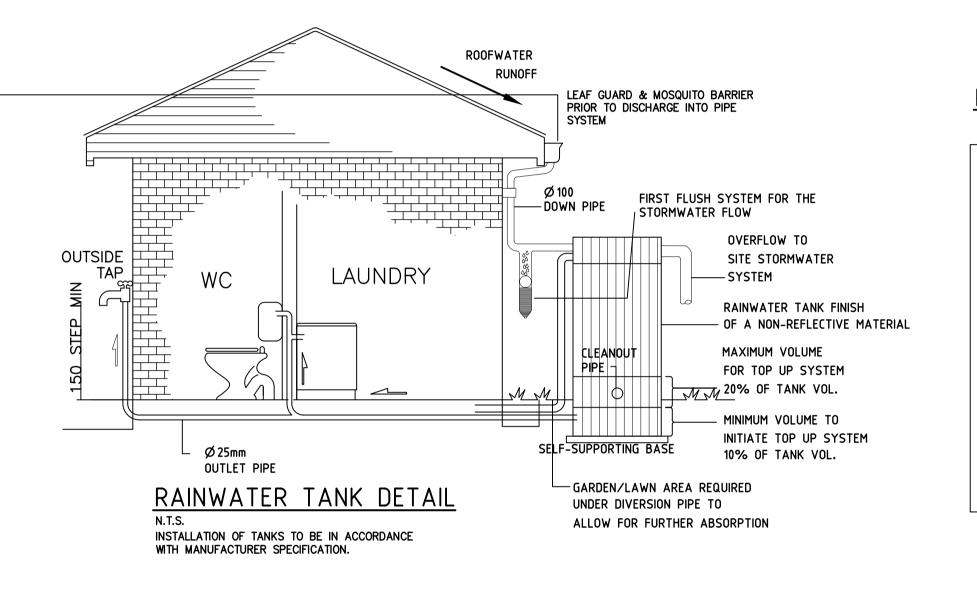




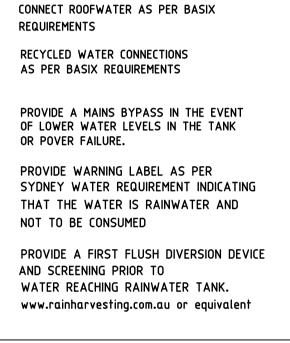


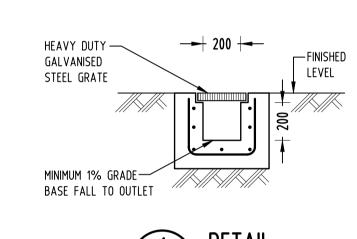


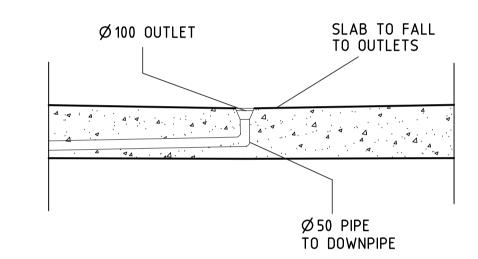
RAIN WATER HEAD DETAIL TYPICAL



RAINWATER TANK NOTES:



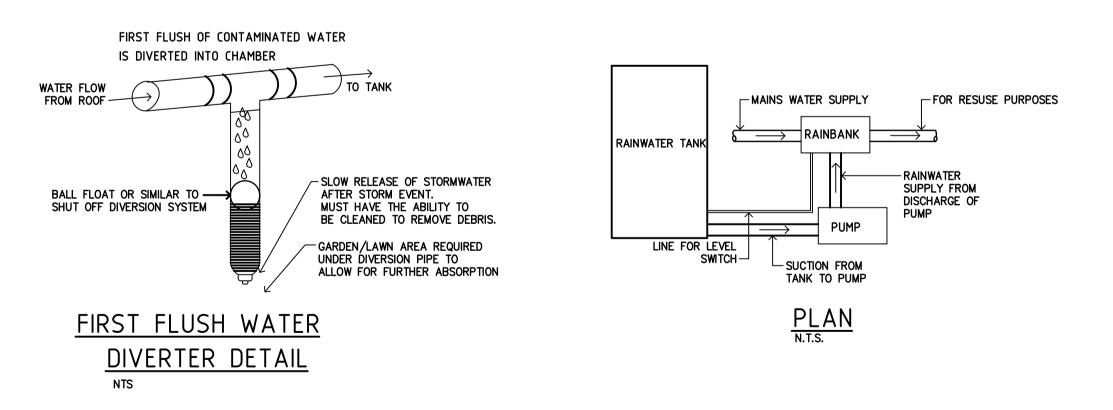


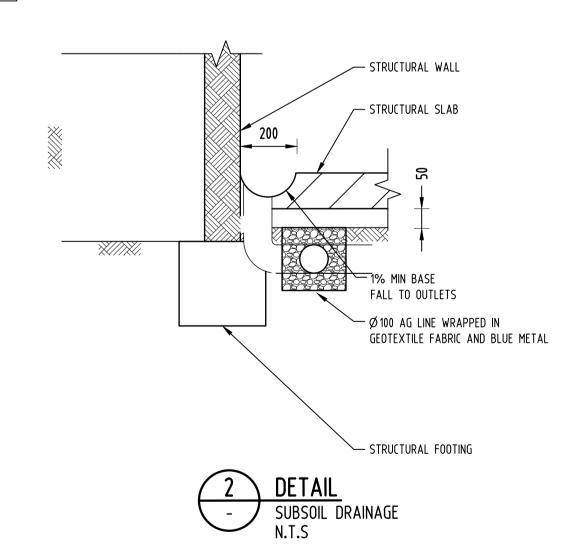


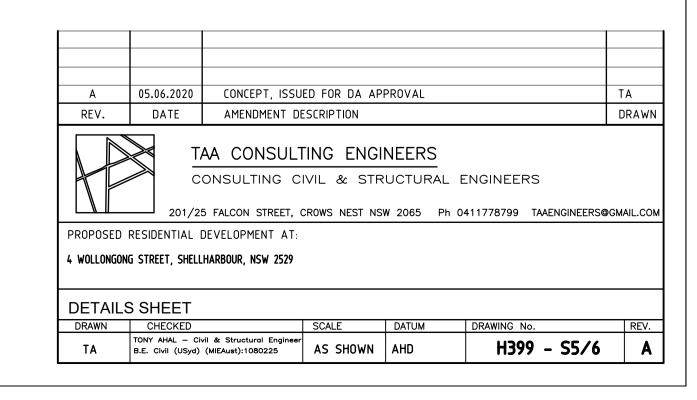
DETAIL

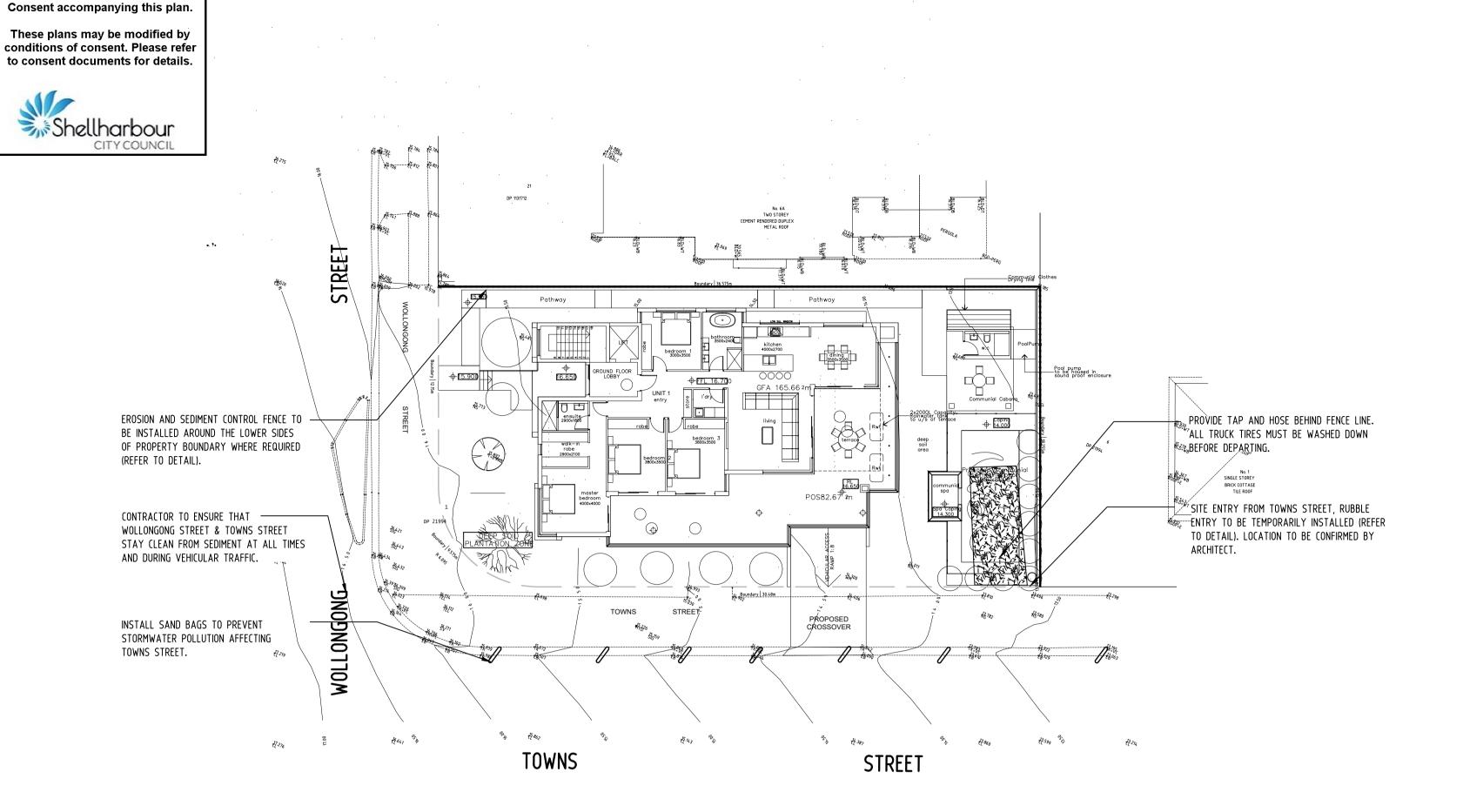
GRATED TRENCH DRAIN
NOT TO SCALE

BALCONY OUTLET DETAIL (RWO)









EROSION & SEDIMENTATION CONTROL NOTES

- 1. CONTRACTOR SHALL PROVIDE SEDIMENT FENCING MATERIAL DURING CONSTRUCTION TO THE LOW SIDE OF THE WORKS. TIE SEDIMENT FENCING MATERIAL TO CYCLONE WIRE SECURITY FENCE. SEDIMENT CONTROL FABRIC SHALL BE AN APPROVED MATERIAL (EG. HUMES PROPEX SILT STOP) STANDING 300mm ABOVE GROUND & EXTENDING 150mm BELOW GROUND.
- 2. EXISTING DRAINS LOCATED WITHIN THE SITE SHALL ALSO BE ISOLATED BY SEDIMENT FENCING MATERIAL.
- 3. NO PARKING OR STOCKPILING OF MATERIALS IS PERMITTED ON THE LOWER SIDE OF THE SEDIMENT FENCE.
- 4. GRASS VERGES SHALL BE MAINTAINED AS MUCH AS PRACTICAL TO PROVIDE A BUFFER ZONE TO THE CONSTRUCTION SITE.
- 5. CONSTRUCTION ENTRY/EXIT SHALL BE VIA THE LOCATION NOTED ON THE DRAWING. CONTRACTOR SHALL ENSURE ALL DROPPABLE SOIL & SEDIMENT IS REMOVED PRIOR TO CONSTRUCTION TRAFFIC EXITING SITE. CONTRACTOR SHALL ENSURE ALL CONSTRUCTION TRAFFIC ENTERING & LEAVING THE SITE DO SO IN A FORWARD DIRECTION.

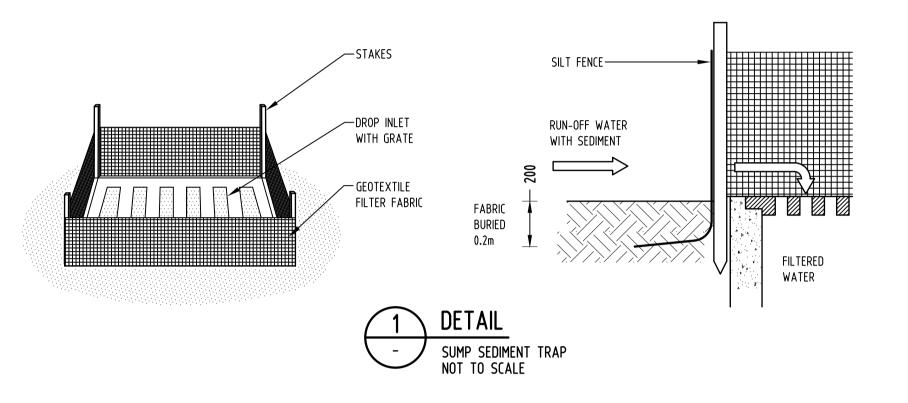
GENERAL NOTES

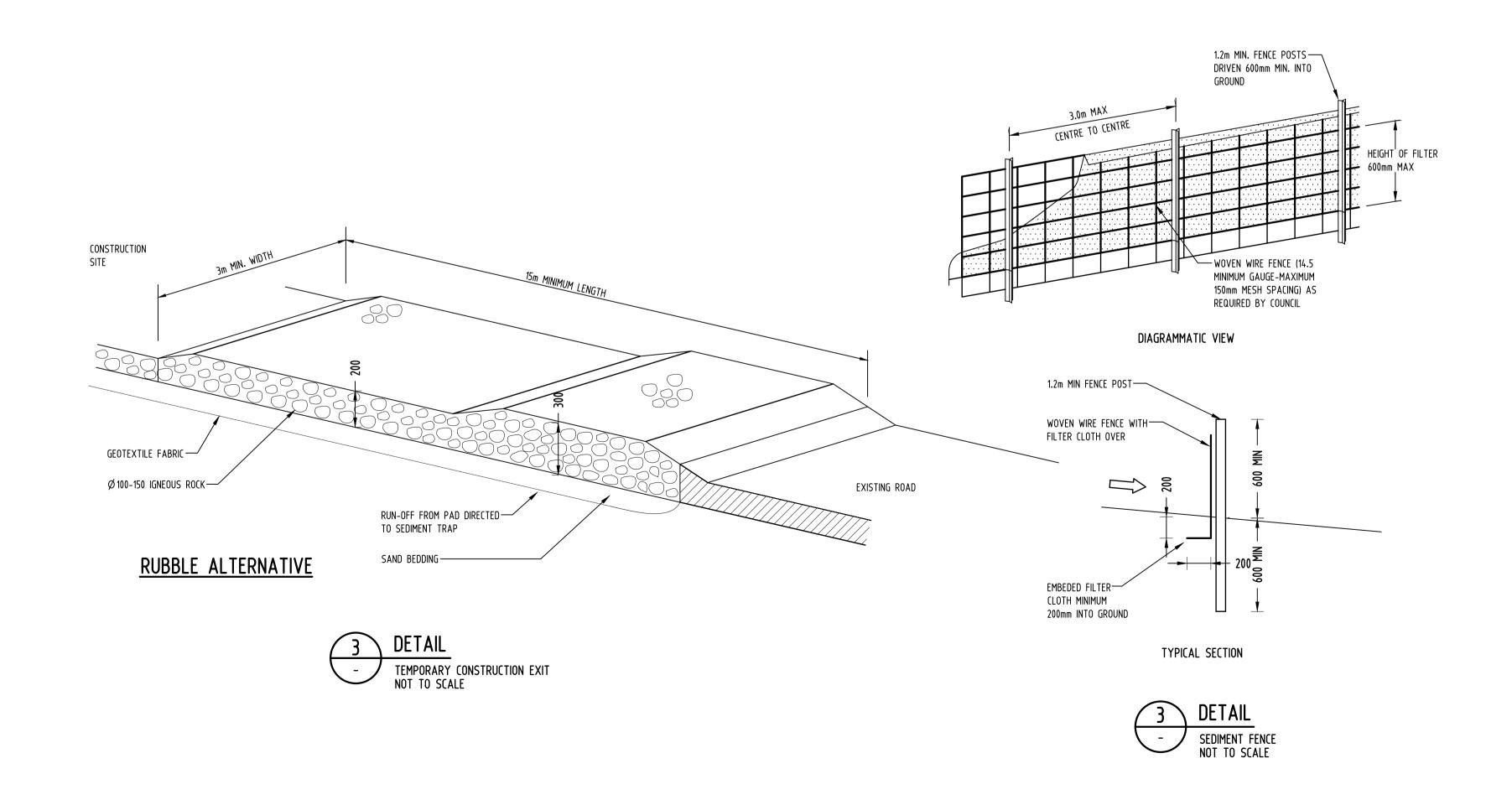
- THIS PLAN IS A CONCEPT PLAN ONLY FOR STORMWATER DISPOSAL & EROSION CONTROL. IT IS NOT SUITABLE FOR CONSTRUCTION. THIS PLAN SHOULD BE ADAPTED BY THE BUILDER DURING DEMOLITION, EXCAVATION & CONSTRUCTION PHASES TO ENSURE ADEQUATE PERFORMANCE.
- 2. ALL DRAINAGE LAYOUT & DETAILS ARE DIAGRAMMATIC & INDICATIVE ONLY. ACTUAL LOCATION, SIZES, LEVELS & GRADES MAY ALTER WHEN DETAIL DESIGN WORKS ARE DOCUMENTED.

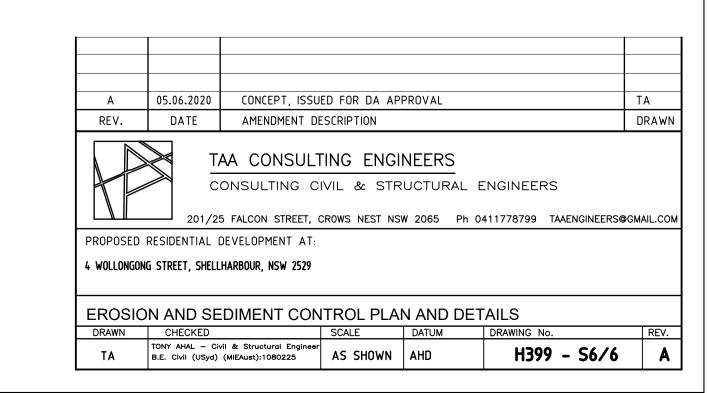
CLAY SOILS

A SYSTEM SHALL BE INSTALLED TO EITHER:

- 1. TRANSPORT STORMWATER RUNOFF WITH SUSPENDED SOLIDS FROM SITE VIA PUMP TRUCKS.
- 2. TREAT THE STORMWATER RUNOFF WITH SUSPENDED SOLIDS SO THE DISCHARGE WATER QUALITY TO COUNCIL STORMWATER DRAINAGE SYSTEM HAS A MAXIMUM CONCENTRATION OF SUSPENDED SOLIDS THAT DOES NOT EXCEED 50 MILLIGRAMS PER LITRE IN ACCORDANCE WITH THE PROTECTION OF THE ENVIRONMENT OPERATION ACT (POEO 1997) AND SHALL BE APPROVED BY LOCAL COUNCIL







DA No. DA0246/2020

Approval has been granted subject to conditions in the Development

Nil

Nil

Nil

Nil

Nil

Nil

one completion to

recycling company

crushing and

to stockpile at

transfer station

remainder to land-

remainder to metal

Refer to attachment

recyclers

scape suppliers

Approval has been granted subject to conditions in the Development Consent accompanying this plan.

These plans may be modified by conditions of consent. Please refer to consent documents for details.

WASTE MANAGEMENT PLAN 4 Wollongong Street, Shellharbour

SECTION ONE - DEMOLITION STAGE Shellharabaurs on site **DESTINATION DISPOSAL** REUSE AND RECYCLING **Estimated** Type of **ON-SITE OFF-SITE** Material Volume Specify contractor and Specify proposed resuse or Specify contractor and cubic metres on-site recycling methods landfil site recucling outlet Excavation 0.5 remainder to landfill Keep and re-use topsoil Material for landscaping. siteStore on-site. Use some behind retaining walls. 0.5 Green Will be separated. stumps and large Waste Some chipped & stored landscape suppliers trunks separated on-site for re-use on for composting or landscaping reuse Nil**Bricks** 10 Clean lime mortar from Concrete mortar bricks. Re-use bricks bricks to crushing in new footings. Broken and recycling bricks for internal walls company

Existing driveway to remain during

Re-use for formwork

& studwork. Chip

remainder for use in landscaping

Break-up & use in

Broken tiles for fill

On-site sale

landscaping

Nil

construction

2.5

2

2

1

1

Concrete

Timber -

Please

specify

oregon & pine

Plasterboard

Metals

gutters

lead

Other-

roof tiles

door

fittings

water pipes

WASTE MANAGEMENT PLAN: CONSTRUCTION

| | SECTI | ON TWO - CONS | TRUCTION STA | GE |
|---|-------------------------------------|--|--|--|
| MATERIAL | LO ON OITE | | DESTINATION | |
| MATERIA | LS ON-SITE | REUSE AND | DISPOSAL | |
| Type of Material | Estimated Volume cubic metres | Volume Specify proposed resuse or Spe | | Specify contractor and landfil site |
| Excavation Material | - | Covered in SECTION 1 As part of demolition | | |
| Green Waste | - | Covered in SECTION 1 As part of demolition | | |
| Bricks | 2.5 | Use for fill behind retaining walls. | Remainder to crushing and recycling company | Nil |
| Concrete | 1.5 | Use for fill behind retaining walls | remainder to crushing and recycling company | Nil |
| Timber - Please specify oregon pine | 2 | Chip for landscaping. Sell some for firewood. | remainder to landscape suppliers for chipping and composting | Nil |
| particle board finishes skirting and architraves | | | | |
| Plasterboard | 1.5 | Break-up & use in landscaping | remainder to landscape suppliers | Nil |
| Metals Copper steel reo mesh aluminium | 0.5 | Nil | some to metal recyclers for reuse | Remainder to landfill site by waste contractors |
| Other- Plastics | | Nil | Refer to attachment | |

ESTIMATING WASTE

As a guide to estimating waste for inclusion in the waste management plan mentioned above.

| TRADE | WASTE ALLOWANCE % |
|--|---|
| Bricks Brick accessories Concrete Concrete reinforcement Concrete membrane Carpentry Roof tiling Drywall, plasterboard Tiles | 2 - 5 10 5 - 10 < 1 10 3 - 15 5 5 - 10 2 - 10 |

Demolition Waste & Recycling List

Waste Reduction & Recovery Tips:

| Materials: | Company Name | Company Address | Contact Details | |
|--|-------------------------------|-----------------|-----------------|--|
| Excavation Material / Soil Waste | Enviroguard | | | |
| Green Waste | Ecocycle | | | |
| Bricks | Brandown | | | |
| Concrete | Brandown | | | |
| Timber | Artistic Popular Furniture | | | |
| Metals | Parramatta Scrap Metal | | | |
| Roof Tiles | Obsolete Tiles | | | |
| Door Fittings | Recycling Works | | | |
| Plastics | Chromford | | | |
| Plasterboard | Ecocycle | | | |
| Fibro Containing Asbestos | Enviroguard | | | |

ONGOING WASTE MANAGEMENT PLAN

PROPOSED DUAL OCCUPANCY

4 Wollongong Street, Shellharbour

It is proposed that waste generated by the residences of the development will be stored on site in appropriate waste bins.

The location of the bins would be in the basement level, in a designated waste area. The appropriate bins supplied by council would be used for general household waste, recycling and garden waste. It is proposed that the residence would require:

- 2 x General household waste bins
- 2 x recycling bins
- 2 x Garden waste bin

These will be put out once a week on the designated garbage night and brought in the next morning by the residence.



Building Sustainability Index www.basix.nsw.gov.au

Multi Dwelling

Certificate number: 1103768M 02

This certificate confirms that the proposed development will meet the NSW government's requirements for sustainability, if it is built in accordance with the commitments set out below. Terms used in this certificate, or in the commitments, have the meaning given by the document entitled "BASIX Definitions" dated 06/10/2017 published by the Department. This document is available at www.basix.nsw.gov.au

Secretary

Date of issue: Thursday, 04 June 2020

To be valid, this certificate must be lodged within 3 months of the date of issue.



DA No. DA0246/2020

Approval has been granted subject to conditions in the Development Consent accompanying this plan.

These plans may be modified by conditions of consent. Please refer to consent documents for details.



| Project summary | | | | |
|--|---------------------------------------|--|--|--|
| Project name | 4 Wollongong St, Shellharbour_02 | | | |
| Street address | 4 Wollongong Street Shellharbour 2529 | | | |
| Local Government Area | Shellharbour City Council | | | |
| Plan type and plan number | deposited 21994 | | | |
| Lot no. | 1 | | | |
| Section no. | - | | | |
| No. of residential flat buildings | 0 | | | |
| No. of units in residential flat buildings | 0 | | | |
| No. of multi-dwelling houses | 2 | | | |
| No. of single dwelling houses | 0 | | | |
| Project score | | | | |
| Water | √ 45 Target 40 | | | |
| Thermal Comfort | ✓ Pass Target Pass | | | |
| Energy | ✓ 55 Target 50 | | | |

Certificate Prepared by

Name / Company Name: BCA Energy Pty Ltd

ABN (if applicable): 72159518260

BASIX Planning, Industry & Environment www.basix.nsw.gov.au Version: 3.0 / DARWINIA_3_11_6 Certificate No.: 1103768M_02 Thursday, 04 June 2020 page 1/13

Description of project

| Project address | |
|--|---------------------------------------|
| Project name | 4 Wollongong St, Shellharbour_02 |
| Street address | 4 Wollongong Street Shellharbour 2529 |
| Local Government Area | Shellharbour City Council |
| Plan type and plan number | deposited 21994 |
| Lot no. | 1 |
| Section no. | - |
| Project type | |
| No. of residential flat buildings | 0 |
| No. of units in residential flat buildings | 0 |
| No. of multi-dwelling houses | 2 |
| No. of single dwelling houses | 0 |
| Site details | |
| Site area (m²) | 657 |
| Roof area (m²) | 247 |
| Non-residential floor area (m²) | 0.0 |
| Residential car spaces | 4 |
| Non-residential car spaces | 0 |

| Common area landscape | |
|--|--------------------|
| Common area lawn (m²) | 100.0 |
| Common area garden (m²) | 100.0 |
| Area of indigenous or low water use species (m²) | 100.0 |
| Assessor details | |
| Assessor number | 20039 |
| Certificate number | 0004890650 |
| Climate zone | 18 |
| Project score | |
| Water | ✓ 45 Target 40 |
| Thermal Comfort | ✓ Pass Target Pass |
| Energy | ✓ 55 Target 50 |

BASIX Planning, Industry & Environment www.basix.nsw.gov.au Version: 3.0 / DARWINIA_3_11_6 Certificate No.: 1103768M_02 Thursday, 04 June 2020 page 2/13

Description of project

The tables below describe the dwellings and common areas within the project

Multi-dwelling houses

| Dwelling no. | No. of bedrooms | Conditioned floor area (m²) | Unconditioned floor area (m²) | Area of garden & lawn (m²) | Indigenous species (min area m²) |
|--------------|-----------------|--------------------------------|----------------------------------|-------------------------------|-------------------------------------|
| 1 | or mo | 165.5 ore drooms | 0.0 | 0.0 | 0.0 |

| Dwelling no. | No. of bedrooms | Conditioned floor area (m²) | Unconditioned floor area (m²) | Area of garden & lawn (m²) | Indigenous species (min area m²) |
|--------------|-----------------|--------------------------------|----------------------------------|-------------------------------|-------------------------------------|
| 2 | 4 or mo | 165.5 ore drooms | 0.0 | 0.0 | 0.0 |

BASIX Planning, Industry & Environment www.basix.nsw.gov.au Version: 3.0 / DARWINIA_3_11_6 Certificate No.: 1103768M_02 Thursday, 04 June 2020 page 3/13

Description of project

The tables below describe the dwellings and common areas within the project

Common areas of the development (non-building specific)

| Common area | Floor area (m²) |
|-------------------------------|-----------------|
| Car park area (No. 1) | 166.0 |
| Plant or service room (No. 1) | 10.5 |

| Common area | Floor area (m²) |
|-----------------|-----------------|
| Lift car (No.1) | - |

| Common area | Floor area (m²) |
|----------------------|-----------------|
| Garbage room (No. 1) | 10.6 |

BASIX Planning, Industry & Environment www.basix.nsw.gov.au Version: 3.0 / DARWINIA_3_11_6 Certificate No.: 1103768M_02 Thursday, 04 June 2020 page 4/13

Schedule of BASIX commitments

- 1. Commitments for multi-dwelling houses
 - (a) Dwellings
 - (i) Water
 - (ii) Energy
 - (iii) Thermal Comfort
- 2. Commitments for single dwelling houses
- 3. Commitments for common areas and central systems/facilities for the development (non-building specific)
 - (i) Water
 - (ii) Energy

BASIX Planning, Industry & Environment www.basix.nsw.gov.au Version: 3.0 / DARWINIA_3_11_6 Certificate No.: 1103768M_02 Thursday, 04 June 2020 page 5/13

Schedule of BASIX commitments

The commitments set out below regulate how the proposed development is to be carried out. It is a condition of any development consent granted, or complying development certificate issued, for the proposed development, that BASIX commitments be complied with.

1. Commitments for multi-dwelling houses

(a) Dwellings

| (i) Water | Show on DA plans | Show on CC/CDC plans & specs | Certifier check |
|--|------------------|------------------------------|-----------------|
| (a) The applicant must comply with the commitments listed below in carrying out the development of a dwelling listed in a table below. | | | |
| (b) The applicant must plant indigenous or low water use species of vegetation throughout the area of land specified for the dwelling in the "Indigenous species" column of the table below, as private landscaping for that dwelling. (This area of indigenous vegetation is to be contained within the "Area of garden and lawn" for the dwelling specified in the "Description of Project" table). | ~ | ~ | |
| (c) If a rating is specified in the table below for a fixture or appliance to be installed in the dwelling, the applicant must ensure that each such fixture and appliance meets the rating specified for it. | | ~ | V |
| (d) The applicant must install an on demand hot water recirculation system which regulates all hot water use throughout the dwelling, where indicated for a dwelling in the "HW recirculation or diversion" column of the table below. | | ~ | V |
| (e) The applicant must install: | | | |
| (aa) a hot water diversion system to all showers, kitchen sinks and all basins in the dwelling, where indicated for a dwelling in the "HW recirculation or diversion" column of the table below; and | | • | V |
| (bb) a separate diversion tank (or tanks) connected to the hot water diversion systems of at least 100 litres. The applicant must connect the hot water diversion tank to all toilets in the dwelling. | | ✓ | ~ |
| (e) The applicant must not install a private swimming pool or spa for the dwelling, with a volume exceeding that specified for it in the table below. | V | ~ | |
| (f) If specified in the table, that pool or spa (or both) must have a pool cover or shading (or both). | | V | |
| (g) The pool or spa must be located as specified in the table. | V | ✓ | |
| (h) The applicant must install, for the dwelling, each alternative water supply system, with the specified size, listed for that dwelling in the table below. Each system must be configured to collect run-off from the areas specified (excluding any area which supplies any other alternative water supply system), and to divert overflow as specified. Each system must be connected as specified. | ~ | ~ | ~ |

BASIX Planning, Industry & Environment www.basix.nsw.gov.au Version: 3.0 / DARWINIA_3_11_6 Certificate No.: 1103768M_02 Thursday, 04 June 2020 page 6/13

| | Fixtures | | | | Appli | Appliances Individual pool | | | Individual spa | | | | | |
|------------------|--|-----------------------------|------------------------|-------------------------|-------------------------------------|----------------------------|----------------------|---------------------------|----------------|------------------|----------------|---------------------------|--------------|---------------|
| Dwelling no. | All shower- heads | All toilet flushing systems | All kitchen taps | All bathroom taps | HW recirculation or diversion | All clothes washers | All dish- washers | Volume (max volume) | Pool cover | Pool location | Pool shaded | Volume (max volume) | Spa cover | Spa shaded |
| All dwellings | 3 star (> 4.5 but <= 6 L/min) | 4 star | 5 star | 5 star | no | - | - | - | - | - | - | - | - | - |

| | | Alternative water source | | | | | | | |
|---------------|----------------------------------|--------------------------|---------------------|-------------------------|-----------------------|-----------------------|----------------|------------|--|
| Dwelling no. | Alternative water supply systems | Size | Configuration | Landscape connection | Toilet connection (s) | Laundry connection | Pool top-up | Spa top-up | |
| All dwellings | central water tank (no. 1) | See central systems | See central systems | - | yes | - | - | - | |
| None | - | - | - | - | - | - | - | - | |

| (ii) Energy | Show on DA plans | Show on CC/CDC plans & specs | Certifier check |
|--|------------------|------------------------------|-----------------|
| (a) The applicant must comply with the commitments listed below in carrying out the development of a dwelling listed in a table below. | | | |
| (b) The applicant must install each hot water system specified for the dwelling in the table below, so that the dwelling's hot water is supplied by that system. If the table specifies a central hot water system for the dwelling, then the applicant must connect that central system to the dwelling, so that the dwelling's hot water is supplied by that central system. | ~ | ~ | ~ |
| (c) The applicant must install, in each bathroom, kitchen and laundry of the dwelling, the ventilation system specified for that room in the table below. Each such ventilation system must have the operation control specified for it in the table. | | ~ | V |
| (d) The applicant must install the cooling and heating system/s specified for the dwelling under the "Living areas" and "Bedroom areas" headings of the "Cooling" and "Heating" columns in the table below, in/for at least 1 living/bedroom area of the dwelling. If no cooling or heating system is specified in the table for "Living areas" or "Bedroom areas", then no systems may be installed in any such areas. If the term "zoned" is specified beside an air conditioning system, then the system must provide for day/night zoning between living areas and bedrooms. | | ~ | ~ |
| (e) This commitment applies to each room or area of the dwelling which is referred to in a heading to the "Artificial lighting" column of the table below (but only to the extent specified for that room or area). The applicant must ensure that the "primary type of artificial lighting" for each such room in the dwelling is fluorescent lighting or light emitting diode (LED) lighting. If the term "dedicated" is specified for a particular room or area, then the light fittings in that room or area must only be capable of being used for fluorescent lighting or light emitting diode (LED) lighting. | | ~ | ~ |

BASIX

Document Set ID: 11451139 Version: 1, Version Date: 09/06/2020

Planning, Industry & Environment www.basix.nsw.gov.au

| (ii) Energy | Show on DA plans | Show on CC/CDC plans & specs | Certifier check |
|---|------------------|------------------------------|-----------------|
| (f) This commitment applies to each room or area of the dwelling which is referred to in a heading to the "Natural lighting" column of the table below (but only to the extent specified for that room or area). The applicant must ensure that each such room or area is fitted with a window and/or skylight. | ~ | ~ | ~ |
| (g) This commitment applies if the applicant installs a water heating system for the dwelling's pool or spa. The applicant must: | | | |
| (aa) install the system specified for the pool in the "Individual Pool" column of the table below (or alternatively must not install any system for the pool). If specified, the applicant must install a timer, to control the pool's pump; and | | • | |
| (bb) install the system specified for the spa in the "Individual Spa" column of the table below (or alternatively must not install any system for the spa). If specified, the applicant must install a timer to control the spa's pump. | | ~ | |
| (h) The applicant must install in the dwelling: | | | |
| (aa) the kitchen cook-top and oven specified for that dwelling in the "Appliances & other efficiency measures" column of the table below; | | • | |
| (bb) each appliance for which a rating is specified for that dwelling in the "Appliances & other efficiency measures" column of the table, and ensure that the appliance has that minimum rating; and | | ~ | V |
| (cc) any clothes drying line specified for the dwelling in the "Appliances & other efficiency measures" column of the table. | | ~ | |
| (i) If specified in the table, the applicant must carry out the development so that each refrigerator space in the dwelling is "well ventilated". | | ~ | |
| (j) The applicant must install the photovoltaic system specified for the dwelling under the "Photovoltaic system" heading of the "Alternative energy" column of the table below, and connect the system to that dwelling's electrical system. | V | ~ | V |

| | Hot water | Bathroom ventilation system | | Kitchen ventilation system | | Laundry ventilation system | |
|------------------|-----------------------------|--|----------------------|--|----------------------|--|----------------------|
| Dwelling no. | Hot water system | Each bathroom | Operation control | Each kitchen | Operation control | Each laundry | Operation control |
| All dwellings | gas instantaneous 6 star | individual fan, ducted to façade or roof | manual switch on/off | individual fan, ducted to façade or roof | manual switch on/off | individual fan, ducted to façade or roof | manual switch on/off |

BASIX Planning, Industry & Environment www.basix.nsw.gov.au Version: 3.0 / DARWINIA_3_11_6 Certificate No.: 1103768M_02 Thursday, 04 June 2020 page 8/13

| | Coo | ling | Hea | ting | | | Artificial | lighting | | | Natural lig | ghting |
|------------------|---|---|---|---|----------------------------------|--|--------------------|------------------------------|--------------------|--------------------|--|----------------|
| Dwelling no. | living areas | bedroom areas | living areas | bedroom areas | No. of bedrooms &/or study | No. of living &/or dining rooms | Each kitchen | All bathrooms/ toilets | Each laundry | All hallways | No. of bathrooms &/or toilets | Main kitche |
| All dwellings | 1-phase airconditioning 3.5 Star (old label) | 1-phase airconditioning 3.5 Star (old label) | 1-phase airconditioning 3.5 Star (old label) | 1-phase airconditioning 3.5 Star (old label) | 4 (dedicated) | 1 (dedicated) | yes (dedicated) | yes (dedicated) | yes (dedicated) | yes (dedicated) | 1 | yes |

| | Individual po | ool | Individual s | ра | | | Appliance | es & other effic | iency meas | ures | | |
|------------------|------------------------|-------|-----------------------|-------|-----------------------------|--------------|---------------------------------------|------------------|-------------------|------------------|--|--|
| Dwelling no. | Pool heating system | Timer | Spa heating system | Timer | Kitchen cooktop/oven | Refrigerator | Well ventilated fridge space | Dishwasher | Clothes washer | Clothes dryer | Indoor or sheltered clothes drying line | Private outdoor or unsheltered clothes drying line |
| All dwellings | - | - | - | - | gas cooktop & electric oven | - | yes | - | - | - | no | no |

| | Alternative energy |
|---------------|--|
| Dwelling no. | Photovoltaic system (min rated electrical output in peak kW) |
| All dwellings | 5.0 |

| (iii) Thermal Comfort | Show on DA plans | Show on CC/CDC plans & specs | Certifier check |
|--|------------------|------------------------------|-----------------|
| (a) The applicant must attach the certificate referred to under "Assessor details" on the front page of this BASIX certificate (the "Assessor Certificate") to the development application and construction certificate application for the proposed development (or, if the applicant is applying for a complying development certificate for the proposed development, to that application). The applicant must also attach the Assessor Certificate to the application for a final occupation certificate for the proposed development. | | | |
| (b) The Assessor Certificate must have been issued by an Accredited Assessor in accordance with the Thermal Comfort Protocol. | | | |
| (c) The details of the proposed development on the Assessor Certificate must be consistent with the details shown in this BASIX Certificate, including the details shown in the "Thermal Loads" table below. | | | |

BASIX

Document Set ID: 11451139 Version: 1, Version Date: 09/06/2020

Planning, Industry & Environment www.basix.nsw.gov.au

| (iii) Thermal Comfort | Show on DA plans | Show on CC/CDC plans & specs | Certifier check |
|--|------------------|------------------------------|-----------------|
| (d) The applicant must show on the plans accompanying the development application for the proposed development, all matters which the Thermal Comfort Protocol requires to be shown on those plans. Those plans must bear a stamp of endorsement from the Accredited Assessor, to certify that this is the case. | ~ | | |
| (e) The applicant must show on the plans accompanying the application for a construction certificate (or complying development certificate, if applicable), all thermal performance specifications set out in the Assessor Certificate, and all aspects of the proposed development which were used to calculate those specifications. | | ~ | |
| (f) The applicant must construct the development in accordance with all thermal performance specifications set out in the Assessor Certificate, and in accordance with those aspects of the development application or application for a complying development certificate which were used to calculate those specifications. | | ~ | ~ |
| (g) Where there is an in-slab heating or cooling system, the applicant must: | V | ~ | V |
| (aa) Install insulation with an R-value of not less than 1.0 around the vertical edges of the perimeter of the slab; or | | | |
| (bb) On a suspended floor, install insulation with an R-value of not less than 1.0 underneath the slab and around the vertical edges of the perimeter of the slab. | | | |
| (h) The applicant must construct the floors and walls of the development in accordance with the specifications listed in the table below. | V | • | V |

| | Thermal loads | | | | |
|---------------------|--|--|--|--|--|
| Dwelling no. | Area adjusted heating load (in mJ/m²/yr) | Area adjusted cooling load (in mJ/m²/yr) | | | |
| 1 | 72.5 | 27.6 | | | |
| All other dwellings | 69.4 | 29.4 | | | |

| | Construction of floors and walls | | | | | | | | |
|---------------------|----------------------------------|---|--|-----------------------------------|--|--|--|--|--|
| Dwelling no. | Concrete slab on ground(m²) | Suspended floor with open subfloor (m²) | Suspended floor with endclosed subfloor (m²) | Suspended floor above garage (m²) | Primarily rammed earth or mudbrick walls | | | | |
| 1 | - | - | - | 165 | No | | | | |
| All other dwellings | 165 | - | - | - | No | | | | |

page 10/13

BASIX Planning, Industry & Environment www.basix.nsw.gov.au Version: 3.0 / DARWINIA_3_11_6 Certificate No.: 1103768M_02 Thursday, 04 June 2020

3. Commitments for common areas and central systems/facilities for the development (non-building specific)

(b) Common areas and central systems/facilities

| (i) Water | Show on DA plans | Show on CC/CDC plans & specs | Certifier check |
|---|------------------|------------------------------|-----------------|
| (a) If, in carrying out the development, the applicant installs a showerhead, toilet, tap or clothes washer into a common area, then that item must meet the specifications listed for it in the table. | | ~ | V |
| (b) The applicant must install (or ensure that the development is serviced by) the alternative water supply system(s) specified in the "Central systems" column of the table below. In each case, the system must be sized, be configured, and be connected, as specified in the table. | ~ | ~ | ~ |
| (c) A swimming pool or spa listed in the table must not have a volume (in kLs) greater than that specified for the pool or spa in the table. | V | ~ | |
| (d) A pool or spa listed in the table must have a cover or shading if specified for the pool or spa in the table. | | V | |
| (e) The applicant must install each fire sprinkler system listed in the table so that the system is configured as specified in the table. | | ~ | V |
| (f) The applicant must ensure that the central cooling system for a cooling tower is configured as specified in the table. | | V | V |

| Common area | Showerheads rating | Toilets rating | Taps rating | Clothes washers rating |
|------------------|-------------------------------|----------------|-------------|----------------------------|
| All common areas | 3 star (> 4.5 but <= 6 L/min) | 4 star | 5 star | no common laundry facility |

| Central systems | Size | Configuration | Connection (to allow for) |
|--|------------------|--|---|
| Central water tank - rainwater or stormwater (No. 1) | 4000.0 | To collect run-off from at least: - 200.0 square metres of roof area of buildings in the development | - irrigation of 200.0 square metres of common landscaped area on the site |
| Pool (No. 1) | Volume: 42.0 kLs | Location: Other Pool shaded: no | - |
| Spa (No. 1) | Volume: 6.0 kLs | Location: Other Spa shaded: no Spa cover: yes | - |

Certificate No.: 1103768M_02

BASIX

Planning, Industry & Environment www.basix.nsw.gov.au

| (ii) Energy | Show on DA plans | Show on CC/CDC plans & specs | Certifier check |
|---|------------------|------------------------------|-----------------|
| (a) If, in carrying out the development, the applicant installs a ventilation system to service a common area specified in the table below, then that ventilation system must be of the type specified for that common area, and must meet the efficiency measure specified. | | ~ | ~ |
| (b) In carrying out the development, the applicant must install, as the "primary type of artificial lighting" for each common area specified in the table below, the lighting specified for that common area. This lighting must meet the efficiency measure specified. The applicant must also install a centralised lighting control system or Building Management System (BMS) for the common area, where specified. | | ~ | ~ |
| (c) The applicant must install the systems and fixtures specified in the "Central energy systems" column of the table below. In each case, the system or fixture must be of the type, and meet the specifications, listed for it in the table. | V | ~ | V |

| | Common area ventilation system | | Common area lighting | | |
|-------------------------------|--------------------------------|--------------------------------|-------------------------------------|-------------------------------|-----------------------------|
| Common area | Ventilation system type | Ventilation efficiency measure | Primary type of artificial lighting | Lighting efficiency measure | Lighting control system/BMS |
| Car park area (No. 1) | no mechanical ventilation | - | fluorescent | motion sensors | No |
| Lift car (No.1) | - | - | light-emitting diode | connected to lift call button | No |
| Garbage room (No. 1) | ventilation exhaust only | - | fluorescent | motion sensors | No |
| Plant or service room (No. 1) | no mechanical ventilation | - | fluorescent | motion sensors | No |

| Central energy systems | Туре | Specification |
|------------------------|--------------------------------------|--|
| Lift (No. 1) | gearless traction with V V V F motor | Number of levels (including basement): 3 |
| Pool (No. 1) | Heating source: no heating | Pump controlled by timer: yes |
| Spa (No. 1) | Heating system: gas | Pump controlled by timer: yes |

BASIX Planning, Industry & Environment www.basix.nsw.gov.au Version: 3.0 / DARWINIA_3_11_6 Certificate No.: 1103768M_02 Thursday, 04 June 2020 page 12/13

Notes

- 1. In these commitments, "applicant" means the person carrying out the development.
- 2. The applicant must identify each dwelling, building and common area listed in this certificate, on the plans accompanying any development application, and on the plans and specifications accompanying the application for a construction certificate / complying development certificate, for the proposed development, using the same identifying letter or reference as is given to that dwelling, building or common area in this certificate.
- 3. This note applies if the proposed development involves the erection of a building for both residential and non-residential purposes (or the change of use of a building for both residential and non-residential purposes). Commitments in this certificate which are specified to apply to a "common area" of a building or the development, apply only to that part of the building or development to be used for residential purposes.
- 4. If this certificate lists a central system as a commitment for a dwelling or building, and that system will also service any other dwelling or building within the development, then that system need only be installed once (even if it is separately listed as a commitment for that other dwelling or building).
- 5. If a star or other rating is specified in a commitment, this is a minimum rating.
- 6. All alternative water systems to be installed under these commitments (if any), must be installed in accordance with the requirements of all applicable regulatory authorities. NOTE: NSW Health does not recommend that stormwater, recycled water or private dam water be used to irrigate edible plants which are consumed raw, or that rainwater be used for human consumption in areas with potable water supply.

Legend

- 1. Commitments identified with a " in the "Show on DA plans" column must be shown on the plans accompanying the development application for the proposed development (if a development application is to be lodged for the proposed development).
- 2. Commitments identified with a " in the "Show on CC/CDC plans and specs" column must be shown in the plans and specifications accompanying the application for a construction certificate / complying development certificate for the proposed development.
- 3. Commitments identified with a " in the "Certifier check" column must be certified by a certifying authority as having been fulfilled. (Note: a certifying authority must not issue an occupation certificate (either interim or final) for a building listed in this certificate, or for any part of such a building, unless it is satisfied that each of the commitments whose fulfilment it is required to monitor in relation to the building or part, has been fulfilled).

BASIX Planning, Industry & Environment www.basix.nsw.gov.au Version: 3.0 / DARWINIA_3_11_6 Certificate No.: 1103768M_02 Thursday, 04 June 2020 page 13/13