

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	COASTSIDE FIRST NATIONAL 18/23 Addison Street SHELLHARBOUR NSW 2529	Phone: 4295 5033 Ref: Rachel Hutchinson
co-agent		
vendor	KHALDOUN BADAWY AND SANAA SALAMA 55 The Circuit, Blackbutt, NSW 2529	
vendor's solicitor	MCW LAWYERS Level 1, 570 President Avenue, Sutherland NSW 2232 PO Box 1065, Sutherland NSW 1499	Phone: 9589 6666 Email: kmathieson@mcwlaw.com.au chart@mcwlaw.com.au Ref: CHKM:20242916
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	26 PIER AVENUE, SHELL COVE NSW 2529 Registered Plan: Lot 1 Plan DP 1243416 Folio Identifier 1/1243416	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> car space <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	Ph: Email: Ref:
price	
deposit	_____ (10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____ Vendor</p> <p>_____ Vendor</p>	<p>Signed by</p> <p>_____ Purchaser</p> <p>_____ Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

Choices

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

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name: **Khaldoun Badawy & Sanaa Salama as trustee for Badawy Property Trust**

Supplier's ABN: **62 638 878 143**

Supplier's GST branch number (if applicable):

Supplier's business address: **55 The Circuit, Blackbutt NSW 2529**

Supplier's representative: **MCW Lawyers Pty Ltd**

Supplier's contact phone number: **0400 464 863**

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

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

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): **7%**

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

26 PIER AVE SHELL COVE NSW 2529

SPECIAL CONDITIONS

33. ENTIRE AGREEMENT

The parties acknowledge that the terms and conditions set out in this Contract contain the entire agreement as concluded between the parties as at the date of this Contract notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made by the Vendor or any agent or person on behalf of the Vendor prior to the execution of this Contract.

34. THE PURCHASER HAS INSPECTED THE PROPERTY

The Purchaser acknowledges that the Purchaser does not rely in this Contract upon any warranty or representation made by the Vendor or any person on behalf of the Vendor except such as are expressly provided herein but has relied entirely upon the Purchaser's own enquiries relating to an inspection of the property **AND** the Purchaser further acknowledges that the Purchaser accepts the property and any chattels and the things included in this Contract in their present condition subject to fair wear and tear.

35. NO OTHER ESTATE AGENT

The Purchaser warrants that the Purchaser has not been introduced to the subject property or the Vendor by any agent other than the agent (if any) specified herein and shall indemnify the Vendor in this respect.

36. NOTICE TO COMPLETE

- (a) In addition to any other rights which may exist in law or in equity any Notice to Complete validly given by one party hereto to the other shall be sufficient as to time if a period of 14 days after the date of service of the Notice is allowed for completion. The party giving such notice shall be at liberty at any time to withdraw the said Notice without prejudice to his continuing right to give any further such Notice.
- (b) Where a notice to complete is served on the Purchaser by or on behalf of the Vendor, it is an essential term that on actual completion of this Contract the Purchaser must pay the sum of four hundred and forty dollars (\$440.00) (being a genuine pre-estimate of the damages payable for the breach of this contract which gave rise to the service of the notice) to reimburse the Vendor for the additional legal costs and disbursements incurred by the Vendor in connection with the preparation and service of each notice.

37. DEATH, MENTAL ILLNESS OR BANKRUPTCY OF EITHER PARTY

Without in any manner negating, limiting 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 herein, it is hereby agreed and declared that should either party (or any one of such party if there is more than one) prior to completion:-

- (a) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors, or, being a company, resolve to go into liquidation or have a petition for the winding up of it presented or enter into any scheme or arrangement with its creditors under Part 5.1 of the Corporation Law or should any liquidator, receiver or official manager be appointed in respect of it, then such party shall be deemed to be in default hereunder.
- (b) die or become mentally ill or an incapable person (both as defined in the Mental Health Act, 1958) or become a person who cannot be found then the other party may rescind the within Contract by notice in writing forwarded to the Solicitor named as acting for such party in this Contract and thereupon the within Contract shall be at an end and the provisions of clause 19 shall apply.

38. FURTHER AMENDMENTS REGARDING THE DEPOSIT

(a) **Release of Deposit**

The Purchaser shall, upon request, release the deposit or authorise release of part thereof to the Vendor's Solicitors for payment out as a deposit or toward the balance of purchase price on the Vendor's purchase of another property or for stamp duty on the Vendor's purchase, or for payment of a deposit or towards the balance of price for occupation in a Nursing Home or Retirement Village and the Vendor shall at that time provide the Purchaser with sufficient details of that property to allow the Purchaser to trace the deposit. The Purchaser shall by his execution of this Contract be deemed to have authorised the Vendor's Solicitors for such purpose and the agent shall be authorised to act accordingly upon being given a copy of this condition.

(b) **Acceptance of Part Deposit under a Cooling Off Period**

Notwithstanding that a 10% deposit is payable under this Contract the Vendor will accept a deposit of .25% of the price on the date of this Contract. The balance of the 10% deposit is payable before 5.00pm on the fifth business day after the date of this Contract. The provisions of this Clause are essential provisions of this Contract.

39. OCCUPATION PRIOR TO SETTLEMENT

If, prior to completion of this matter, the Vendor consents to the Purchaser taking occupation of the property under licence or otherwise, the Vendor shall have the right to terminate the Purchaser's entitlement to occupation for any breach of this Contract and/or for failure to promptly pay an occupation fee or to comply with any other obligation of the Purchaser including payment of rates or repairing and/or maintaining the property. In particular the Vendor shall be entitled to terminate the Purchaser's entitlement to occupation for any breach of this Contract relating to a failure to complete this purchase. This is an essential condition of this Contract.

AMENDMENTS TO PRINTED PROVISIONS

- 40. Provision 7.1.1 is amended by the deleting the words "5% of the price" and inserting instead "the sum of \$1.00".
- 41. Provision 14.4.2 is deleted.
- 42. Provision 31.2 is deleted.

43. STATE OF REPAIR

- (a) The Purchaser acknowledges that the property is being purchased in its present condition and state of repair with any defects as regards to construction or repair of any improvements thereon and the position and state of repair of any boundary fence or wall.
- (b) The Purchaser acknowledges they have carried out their own inspections and further acknowledge that the vendor has not, nor has anyone on the vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise in respect of the property or any part thereof or any improvements thereon.

44. INSTALLATION AND SERVICES

The Purchaser shall take title subject to any and all existing water, sewerage, drainage, gas, electricity, telephone and other installations and services, and shall make no objection, requisition or claim in respect of any of such installations and services on the basis that any connections are made through or are connected jointly with another property and/or that no rights or easements exist in respect of such installations and services or on the basis that any water or sewerage main or any underground or surface storm water drain or any gas or electricity or telephone installations or services pass through, over or under the property or should any manhole or vent be on the property.

45. FENCING

The Purchaser shall not make any objection, requisition, claim for compensation or delay completion:

- (a) If any boundary of the property not be fenced or that any boundary fence, wall or retaining wall shall not be on or within the boundary;
- (b) As to the nature or state of repair of any fence, wall or retaining wall;
- (c) If any fence is a give and take fence.

46. LAND AREAS

- (a) The vendor makes no warranty as to the actual area of the property;
- (b) Any land areas stated in this Contract are taken from the title documents and are for convenience only;

- (c) The Purchaser acknowledges that they are satisfied from their own independent enquiries as to the area of the property;
- (d) The Purchaser will make no objection, requisitions or claim for compensation in relation to the area of the property.

47. SETTLEMENT

If settlement of this matter does not take place on the date appointed due to the fault of the Purchaser (or their mortgagee) then the Purchaser shall pay in addition to any other monies payable by the Purchaser on completion of this contract the sum of \$220.00 for each rescheduled appointment to cover additional expenses incurred by the vendor as a consequence of the delay and rescheduling of this settlement such amount to be paid as an adjustment in favour of the Vendor on settlement.

48. REQUISITIONS ON TITLE

The Purchaser agrees that the only form of Requisitions on Title the Purchaser may make pursuant to Clause 5 of the Contract shall be in the form of the Requisitions on Title annexed hereto which are deemed to have been served at the date of this Contract. Nothing in this Clause shall prevent the Purchaser from making any additional requisitions on title not dealt with in the Requisitions on Title annexed hereto.

49. LATE COMPLETION

Notwithstanding anything herein contained if the Purchaser shall not complete this purchase by the completion date specified in this contract, other than as a result of any default by the Vendor, the Purchaser shall pay the Vendor on completion:

- (a) In addition to the balance of the purchase money, an amount calculated as twelve per centum (12%) interest on the balance of the purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which the contract is completed. It is agreed that this amount is a pre-estimate of the Vendor's loss of interest for the purchase money and liability for outgoings; and
- (b) The sum of \$440.00 to cover the Vendor's additional legal costs and other expenses incurred by the Vendor as a consequence of the delay.

It is acknowledged by the parties that this is an essential term of the contract and the Vendor shall not be obliged to complete this contract unless the amount payable under this additional condition is tendered.

50. ERROR IN ADJUSTMENT OF OUTGOINGS

Each party to this contract agrees that if on completion any apportionment of outgoings required to be made under this Contract is overlooked or incorrectly

calculated, any party upon being so requested by the other party shall forthwith make the correct calculation and pay any such amount to the other party within fourteen (14) days from the date being notified. This clause shall not merge on completion.

51. CHRISTMAS / NEW YEAR CLOSURE PERIOD

The parties agree that:

- (a) If the cooling off period is due to expire after 5.00pm on 20 December 2024 then the period between 23 December 2024 and 9.00am on 6 January 2025 shall not be deemed as business days.
- (b) If completion falls due after 20 December 2024 and before 6 January 2025 (“the Christmas period”) then the completion date shall be extended to 8 January 2025.
- (c) No Notice to Complete shall be served during the Christmas period.

52. ELECTRONIC EXCHANGE

- (a) By their execution of this Contract whether digitally signed or signed in hard copy and sent via electronic communication, the parties agree that notwithstanding digital signatures and electronic circulation of this Contract, the parties agree and consent that such Contract is in writing pursuant to Section 8, signed pursuant to Section 9 and validly exchanged pursuant to Section 7 of the Act.
- (b) If this Contract is exchanged electronically the parties agree that such Contract is enforceable and binding on the Purchaser and the Vendor as if the Contracts were exchanged in hard copy.
- (c) If the Contract is submitted via email following exchange, the other party may not require a contract in hard copy or paper form.
- (d) For the purposes of this special condition ‘the Act’ refers to the *Electronic Transactions Act 2000 (NSW)*
- (e) The parties agree that any electronic signature will be valid pursuant to Section 9 provided that the contract:
 - (i) Includes a ‘signature’ being an electronic mark or endorsement made by the party concerned; and
 - (ii) The representative for the party concerned or the party concerned confirms that the party has signed the Contract; and
 - (iii) The representative for the party concerned, submits the electronically marked document for exchange and in doing so purports to ratify the electronic signing of the document by the party concerned.

53. GUARANTEE

- (a) For the purpose of this Contract, Guarantor means any person who has signed this Contract as Guarantor. The Guarantor must be a director or shareholder of the Purchaser.
- (b) In consideration of the Vendor entering this Contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the Vendor:
 - (i) the payment of all money payable by the Purchaser under this Contract; and
 - (ii) the performance of all the Purchaser's other obligations under this Contract.
- (c) The Guarantor:
 - (i) indemnifies the Vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default by the Purchaser obligations under this Contract; and
 - (ii) must pay on demand any money due to the Vendor under this indemnity.
- (d) The Guarantor is jointly and severally liable with the Purchaser to the Vendor for:
 - (i) the Purchaser's performance of its obligations under this Contract; and
 - (ii) any damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this Contract, or termination of this Contract by the Vendor.
- (e) Until the Vendor has received all money payable to it under this Contract, and the Purchaser and the Guarantor have performed all their obligations under this Contract, neither the Purchaser nor the Guarantor may:
 - (i) claim or receive the benefit of a dividend or distribution, a payment of the estate or asset, or a payment in the liquidation, winding-up or bankruptcy of a person liable jointly with the Purchaser or Guarantor to the Vendor or liable under a security for money payable by the Purchaser or the Guarantor; or
 - (ii) prove in an estate or in relation to an asset in liquidation, winding-up or bankruptcy in competition with the Vendor unless the amount the Vendor is entitled to will not be reduced as a result.
- (f) The Guarantor must pay the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise of any right under this clause.
- (g) The Guarantor's obligations are not affected if:
 - (i) the Vendor releases or enters into a composition with the Purchaser; or
 - (ii) a payment made to the Vendor is later avoided.
- (h) The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:

- (i) the grant of any time, waiver, covenant not to sue or other indulgence;
 - (ii) the release (including the release as a part of a novation) or discharge of any person;
 - (iii) an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person;
 - (iv) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
 - (v) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the Vendor by this Contract, a statute, a Court or otherwise;
 - (vi) payment to the Vendor, including a payment which at or after the payment is found to be unlawful, void, voidable, avoided or unenforceable;
 - (vii) the winding up of the Purchaser; or
 - (viii) the death of the Guarantor.
- (i) The Guarantor guarantees to the Vendor the payment of all the money by the Purchaser on the dates specified in the Contract and the Guarantor must pay that money to the Vendor on the due dates if required by the Vendor irrespective of whether the Contract has been completed or title has been transferred to the Purchaser provided that upon payment the Vendor will transfer the property to the Purchaser in accordance with this Contract.
- (j) If there is more than one Guarantor, the obligations and indemnities provided by the Guarantor under this clause, apply jointly and severally to each and every Guarantor.

Signed:

.....
 Guarantor Signature

.....
 Date

.....
 Guarantor name in full

.....
 Guarantor address

.....
 Guarantor Signature

.....
 Date

.....
 Guarantor name in full

.....
 Guarantor address



FOLIO: 1/1243416

SEARCH DATE	TIME	EDITION NO	DATE
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31/10/2024	11:55 AM	1	16/4/2020

LAND

LOT 1 IN DEPOSITED PLAN 1243416
AT SHELL COVE
LOCAL GOVERNMENT AREA SHELLHARBOUR
PARISH OF TERRAGONG COUNTY OF CAMDEN
TITLE DIAGRAM DP1243416

FIRST SCHEDULE

KHALDOUN BADAWY
SANAA SALAMA
AS JOINT TENANTS

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 DP1203745 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 2 DP1203745 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
- 3 DP1203747 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 4 DP1203747 EASEMENT FOR REPAIRS 0.9 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1203747 EASEMENT FOR REPAIRS 0.9 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 AN46422 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- 7 DP1243416 EASEMENT FOR DRAINAGE OF WATER 1.2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

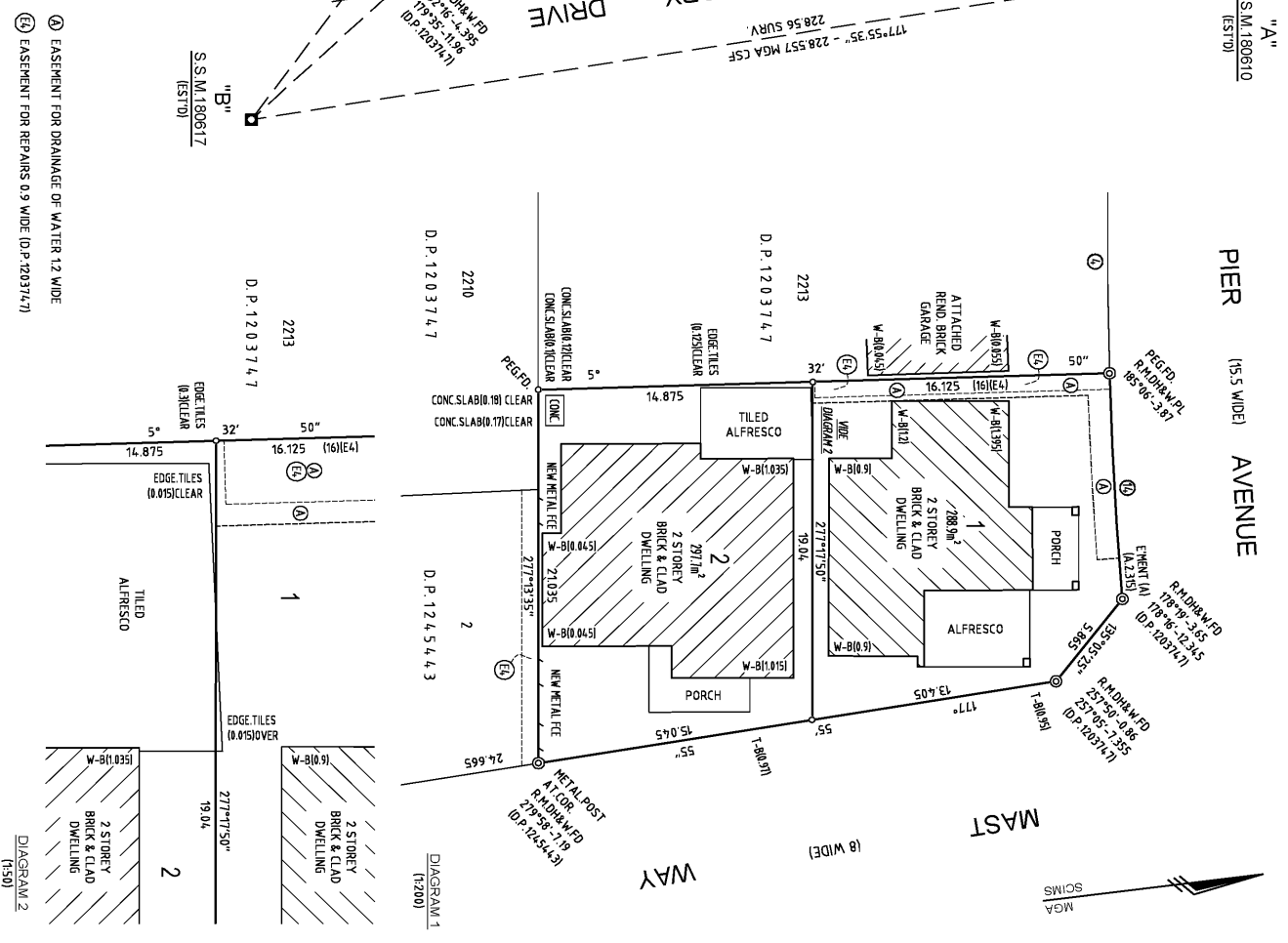
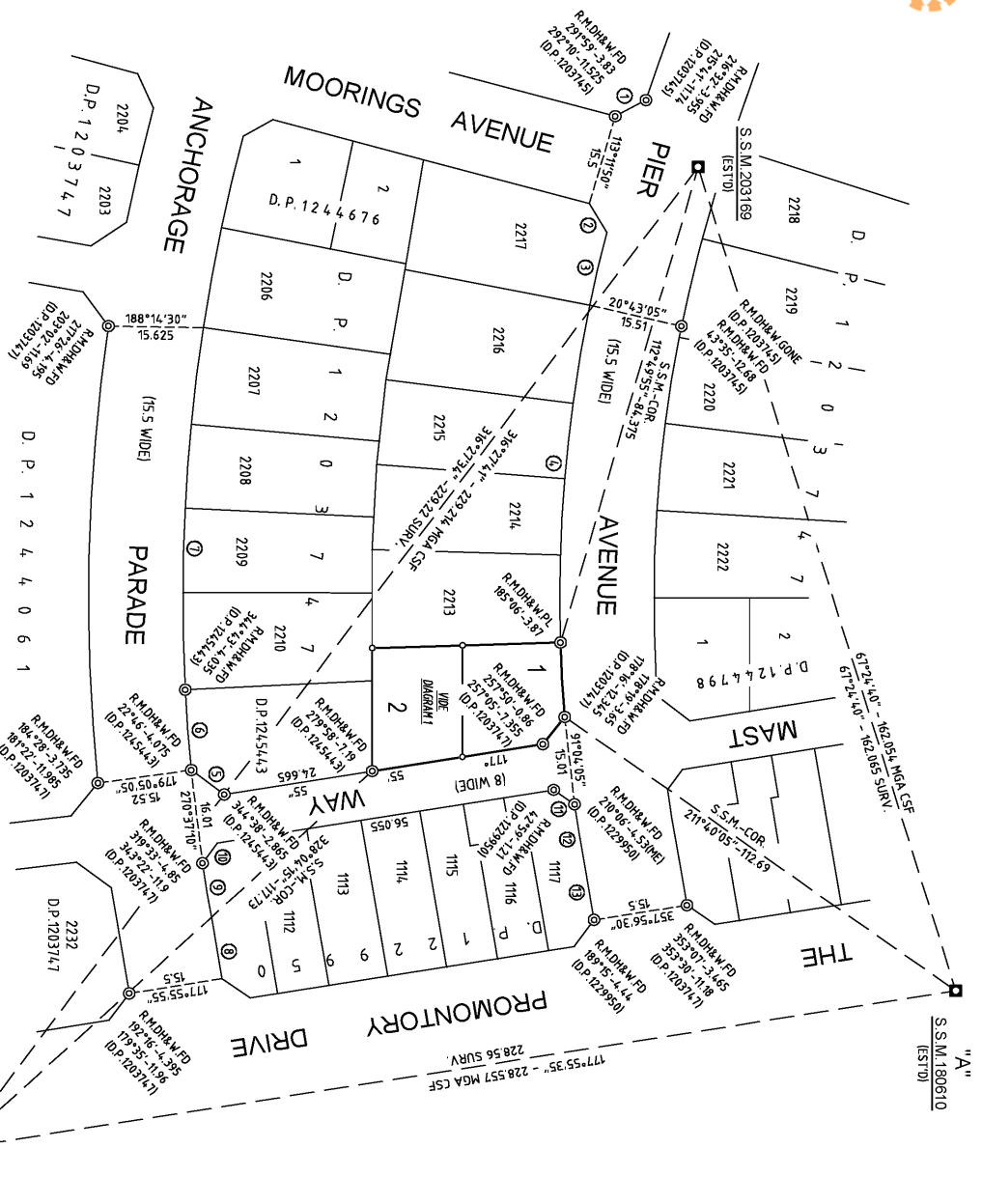
SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	CHORD	ARC	RADIUS
1	158°38'40"	5.76		
2	67°09'20"	5.7	12.74	256
3	109°57'15"	12.735		
4	102°02'15"	57.875	58	236
5	224°42'50"	6.85		
6	273°41'55"	13.77	13.77	318
7	280°01'05"	61.95	62.045	318
8	267°55'55"	9.55		
9	267°56'45"	10.45	10.45	318
10	372°56'50"	4.235		
11	43°08'15"	10.02	10.025	256
12	88°08'15"	10.02		
13	87°55'55"	9.98		
14	94°07'20"	12.735	12.74	256

COORDINATE SCHEDULE

MARK	M.G.A. COORDINATES	CLASS	ORDER	METHOD	STATE
	EASTING	NORTHING			
S.S.M.180616	304.581534	6.710.221539	D	5	FOUND
S.S.M.180610	304.731166	6.710.283191	D	5	FOUND
S.S.M.180617	304.739437	6.710.055349	D	5	FOUND

DATE OF COORDINATES: 4/04/2019 M.G.A. ZONES:6 M.G.A. DATUM: GDA 94,
 COMBINED SCALE FACTOR: 1.000066



① EASEMENT FOR DRAINAGE OF WATER 1.12 WIDE
 ② EASEMENT FOR REPAIRS 0.9 WIDE (D.P. 120374.7)

DIAGRAM 2 (1:50)

DIAGRAM 1 (1:200)

T-8 DENOTES EDGE OF TILES TO BOUNDARY
 W-8 DENOTES WALL TO BOUNDARY
 ALL BOUNDARIES NOT FENCED UNLESS NOTED OTHERWISE


SURVEYOR
 Name: LEE MICHAEL SCHMALFELDT
 Date: 9/04/2019
 Reference: CAD REF: 2019_L_Schmalfeldt_18024-01-08

PLAN HEADING
 PLAN OF SUBDIVISION OF LOT 2212 IN D.P. 120374.7

LGA: SHELLHARBOUR
 Locality: SHELL COVE
 Reduction Ratio: 1:600
 Lengths are in metres

REGISTERED
 18/04/2020

DP1243416

PLAN FORM 6 (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 Sheet(s)
Office Use Only Registered :  16/04/2020 Title System : TORRENS	Office Use Only <h1 style="margin: 0;">DP1243416</h1>	
PLAN OF SUBDIVISION OF LOT 2212 IN D.P.1203747	LGA : SHELLHARBOUR Locality : SHELL COVE Parish : TERRAGONG County : CAMDEN	
<p style="text-align: center;">Survey Certificate</p> I, <u>LEE MICHAEL SCHMALFELDT</u> of <u>LANDTEAM, P.O. BOX 353 WARILLA NSW 2528</u> a surveyor registered under the Surveying and Spatial Information Act 2002, certify that: *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017 accurate and the survey was completed on <u>9/04/2019</u> , or *(b) The part of the land shown in the plan (*being/excluding ** was surveyed in accordance with the Information Regulation 2017, the part surveyed is accurate and the survey was completed on, and the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017 Datum Line: <u>"A"- "B"</u> Type: *Urban /#Rural The terrain is *Level Undulating / *Steep Mountainous. Signature: <u>[Signature]</u> Dated: <u>8/01/2020</u> Surveyor Identification No: <u>8499</u> Surveyor Registered under the Surveying and Spatial Information Act 2002 *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW / Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	
Plans used in the preparation of survey/compilation D.P.1203745 D.P.1203747 D.P.1229950 D.P.1245443	<p style="text-align: center;">Subdivision Certificate</p> I, <u>Luke Preston</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of the s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <u>[Signature]</u> Accreditation number: Consent Authority: <u>Shellharbour City Council</u> Date of endorsement: <u>5/2/2020</u> Subdivision Certificate number: <u>500005/2020</u> File number: *Strike through if inapplicable.	
Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	If space is insufficient continue on PLAN FORM 6A	
Surveyor's Reference: 212494 DP01 CAD REF: 212494_DP01b [2020-01-08]	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 Sheet(s)

Office Use Only

Office Use Only

Registered:  16/04/2020

PLAN OF

DP1243416

SUBDIVISION OF LOT 2212 IN D.P.1203747

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals - see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC0005/2020

Date of Endorsement: 5/2/2020

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED,


IT IS INTENDED TO CREATE:

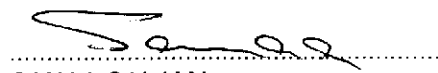
1. EASEMENT FOR DRAINAGE OF WATER 1.2 WIDE (A)

IN THE TERMS OF THE ACCOMPANYING INSTRUMENT



LOT NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
1	26	PIER	AVENUE	SHELL COVE
2	3	MAST	WAY	SHELL COVE

Executed by **KHALDOUN BADAWY** and **SANAA SALAMA** as Registered Proprietor(s) of 2212/1203747


 KHALDOUN BADAWY


 SANAA SALAMA

Executed by **NATIONAL AUSTRALIA BANK LIMITED** as Mortgagee under Mortgage AN46422

Mortgage under Mortgage No. AN46422
 Signed at WOLLONGONG this 12 day of MARCH
 2020 for National Australia Bank Limited ABN 12 004 044 937
 by MARCIA MURPHY its duly
 appointed Attorney under Power of Attorney No. 39 Book 4512
 Attorney Signature, Level 3 Attorney 
 Witness Signature 
 Witness Name CAROL-ANNE WILLIAMS
 Witness Address 30 TERCIER AVE, FIGTREE NSW 2525

If space is insufficient use additional annexure sheet

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 1 of 3 Sheets)

Plan: DP1243416

Plan of Subdivision of Lot 2212 in D.P.1203747
Covered by Subdivision Certificate 50005/2020

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

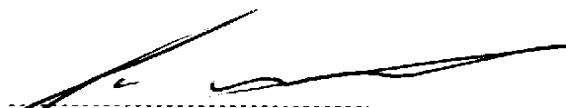
Khaldoun Badawy
Sanaa Salama
26 Pier Avenue
SHELL COVE NSW 2529

PART 1 (Creation)

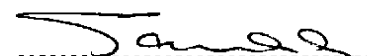
Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	EASEMENT FOR DRAINAGE OF WATER 1.2 WIDE (A)	Lot 1	Lot 2

PART 2 (Terms)

- 1. Terms of EASEMENT FOR DRAINAGE OF WATER 1.2 WIDE (A) numbered 1 in the plan**
- 1.1 An Easement for drainage of water as defined in Part 8 Schedule 8 of the Conveyancing Act 1919, as amended.



Khaldoun Badawy



Sanaa Salama

Plan: **DP1243416**

Plan of Subdivision of Lot 2212 in D.P.1203747
Covered by Subdivision Certificate SC0005/2020

Executed by **NATIONAL AUSTRALIA BANK LIMITED** as Mortgagee under Mortgage AN46422

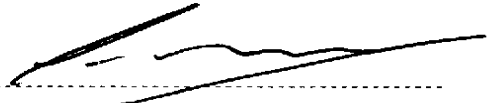
Mortgagee under Mortgage No. AN46422
Signed at WOLLONGONG this 12 day of MARCH
2020 for National Australia Bank Limited ABN 12 004 044 937
by MARCIA MURPHY its duly
appointed Attorney under Power of Attorney No. 39 Book 4512
Attorney Signature, Level 3 Attorney [Signature]
Witness Signature [Signature]
Witness Name CAROL-ANNE WILLIAM
Witness Address 30 TERRIE AVE, FULTREE NSW 2525

Plan: **DP1243416**

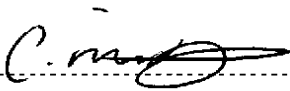
Plan of Subdivision of Lot 2212 in D.P.1203747
Covered by Subdivision Certificate SC 0005/2020

Executed by **KHALDOUN BADAWY** and **SANAA SALAMA** as Registered Proprietor(s) of
2212/1203747

Signed in my presence by **KHALDOUN
BADAWY** and I certify that I am an eligible
witness in accordance with Section 117 of
the Real Property Act 1900.



Khaldoun Badawy



Signature of Witness

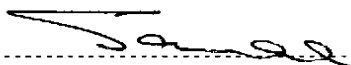
Ciara Miniato

Name of Witness


*6 Duff Place, Griffith,
NSW 2680*

Address of Witness

Signed in my presence by **SANAA
SALAMA** and I certify that I am an eligible
witness in accordance with Section 117 of
the Real Property Act 1900.



Sanaa Salama



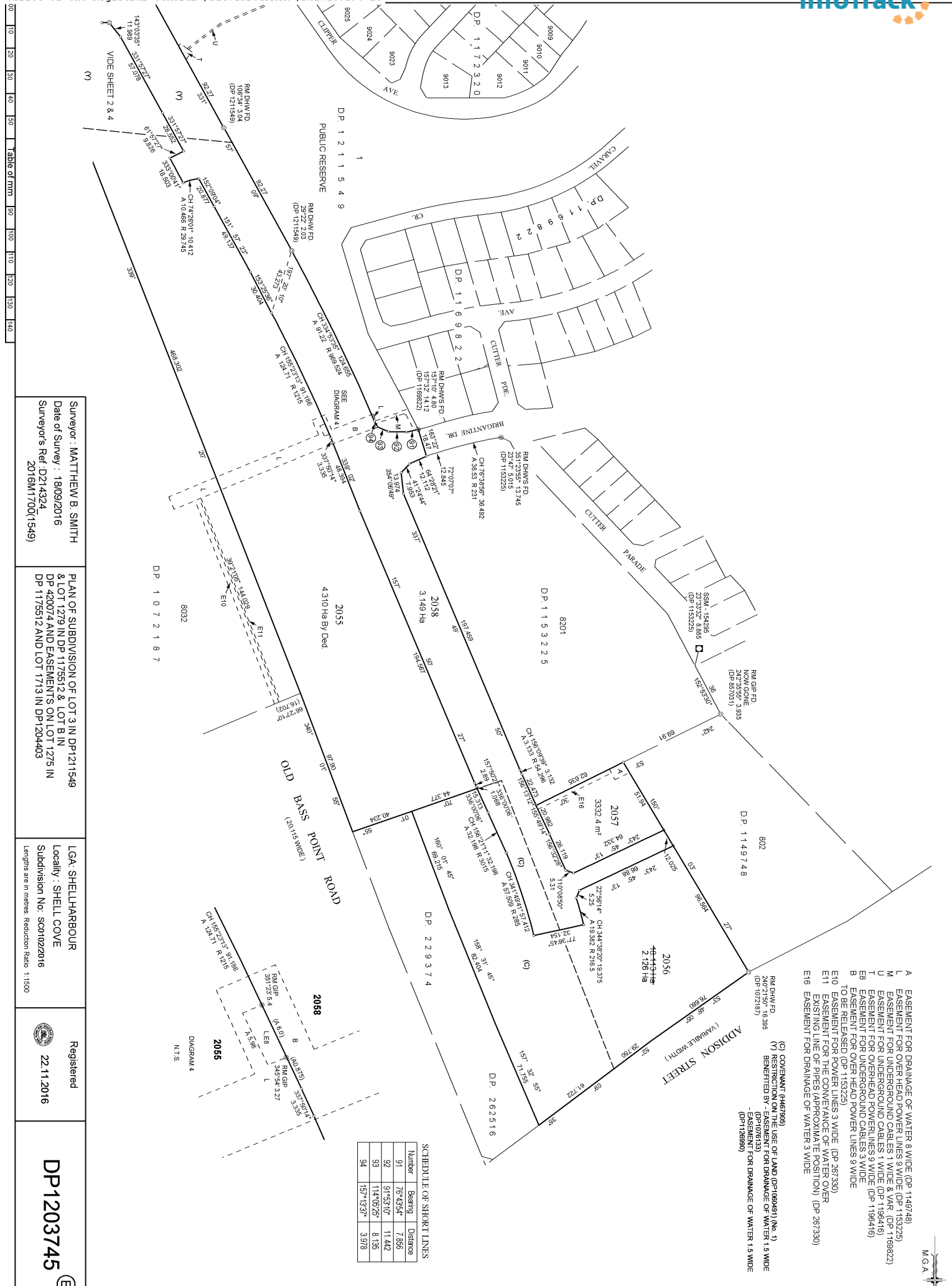
Signature of Witness

Ciara Miniato

Name of Witness

*6 Duff Place, Griffith
NSW, 2680*

Address of Witness



- A EASEMENT FOR DRAINAGE OF WATER 8 WIDE (DP 1149748)
- L EASEMENT FOR OVER HEAD POWER LINES 9 WIDE (DP 1152225)
- M EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP 1158922)
- T EASEMENT FOR OVERHEAD POWER LINES 9 WIDE (DP 1158941)
- B EASEMENT FOR UNDERGROUND CABLES 3 WIDE (DP 1158941)
- B EASEMENT FOR OVER HEAD POWER LINES 9 WIDE (DP 1153225)
- E10 EASEMENT FOR POWER LINES 3 WIDE (DP 267330)
- E11 EASEMENT FOR THE CONVEYANCE OF WATER OVER EXISTING LINE OF PIPES (APPROXIMATE POSITION) (DP 267330)
- E16 EASEMENT FOR DRAINAGE OF WATER 3 WIDE

(C) CONVEYANT (H667095)
 RM DHW/ED 2402159 - 16.385
 (DP 1072187)
 RESTRICTION ON THE USE OF LAND (DP106049) (No. 1)
 BENEFITTED BY - EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
 (DP1076153)
 - EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
 (DP1126930)

SCHEDULE OF SHORT LINES

Number	Bearing	Distance
91	76°43'54"	7.866
92	91°53'10"	11.442
93	114°03'25"	8.135
94	157°13'37"	3.978

Surveyor: MATTHEW B SMITH
 Date of Survey: 18/09/2016
 Surveyor's Ref: D214324
 2016M17001(549)

PLAN OF SUBDIVISION OF LOT 3 IN DP1211549
 & LOT 1279 IN DP 1175512 & LOT B IN
 DP 4200714 AND EASEMENTS ON LOT 1275 IN
 DP 1175512 AND LOT 1713 IN DP1204403

LGA: SHELLHARBOUR
 Locality: SHELL COVE
 Subdivision No: SC01022016
 Lengths are in metres Reduction Ratio 1:1500

Registered
 22.11.2016

DP1203745



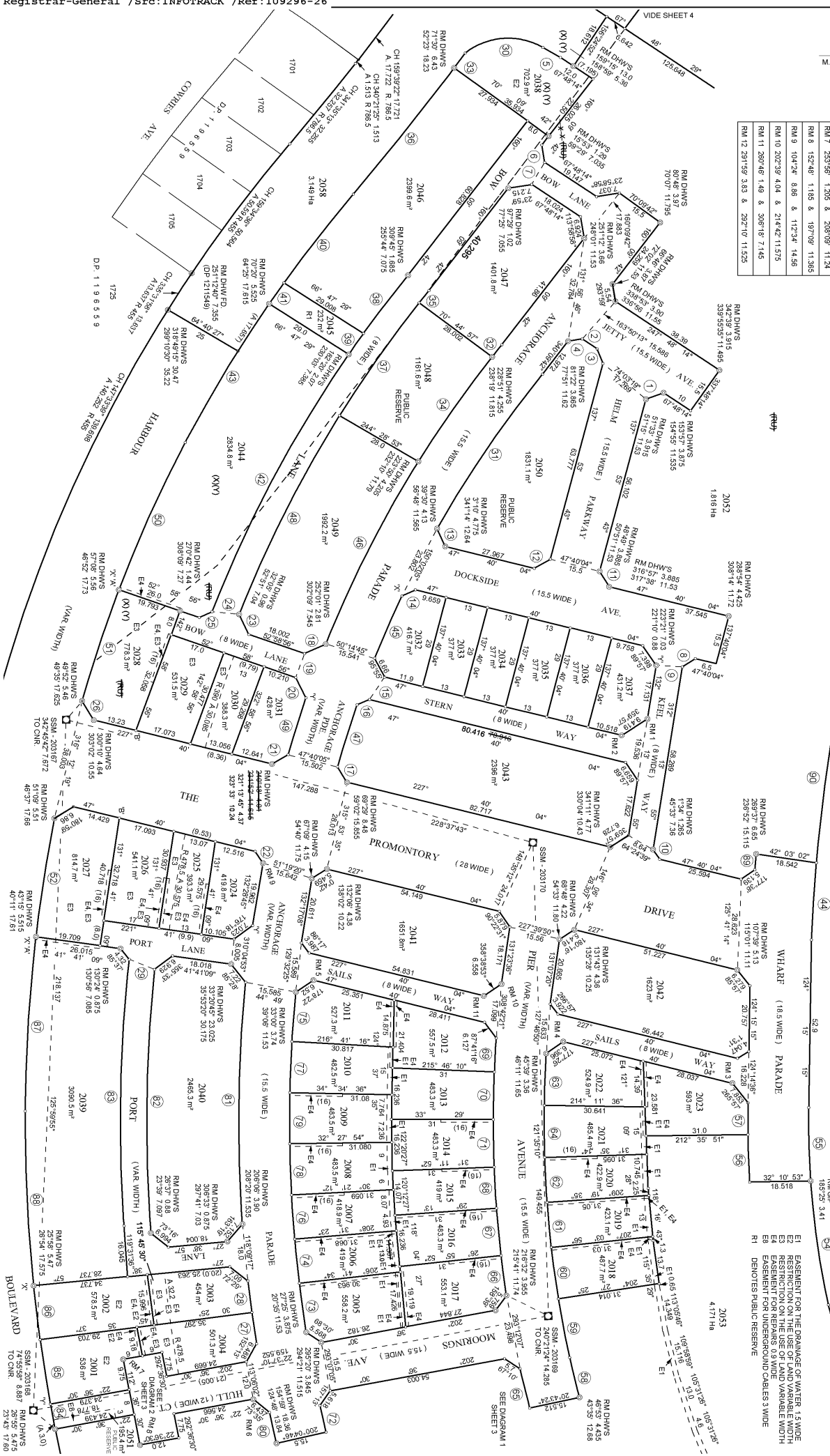
SCHEDULE OF REFERENCE MARKS

RM 1	238795 0.94	&	229705 7.068
RM 2	31324 0.84	&	31534 7.025
RM 3	12330 0.96	&	12150 7.285
RM 4	13509 0.875	&	13257 7.075
RM 5	13499 0.811	&	13327 7.065
RM 6	8352 3.31	&	8859 9.30
RM 7	23396 1.206	&	20870 11.24
RM 8	15248 1.165	&	19789 11.385
RM 9	10424 8.86	&	11234 14.56
RM 10	20239 4.04	&	21442 11.575
RM 11	28749 1.49	&	30618 7.465
RM 12	29159 3.83	&	29510 11.525

A - B TERMINALS REFERRED TO WITHIN THE S888 PART 2 TERMS NUMBERED 5 IN THE PLAN.
 X - Y TERMINALS REFERRED TO WITHIN THE S888 PART 2 TERMS NUMBERED 6 IN THE PLAN.

(V) RESERVATIONS AND CONDITIONS - SEE GROUND GRANTS)
 (N) RESTRICTION ON THE USE OF LAND (DP108491)
 (M) BENEFITTED BY EASEMENT FOR DRAINAGE OF WATER 15 WIDE (DP108133)
 (E) EASEMENT FOR DRAINAGE OF WATER 15 WIDE (DP112859)
 (R) RESERVATION FOR THE USE OF LAND (DP108491)

E1 EASEMENT FOR THE DRAINAGE OF WATER 15 WIDE
 E2 RESTRICTION ON THE USE OF LAND VARIABLE WIDTH
 E3 RESTRICTION ON THE USE OF LAND VARIABLE WIDTH
 E4 EASEMENT FOR DRAINAGE OF WATER 15 WIDE
 E5 EASEMENT FOR UNDERPASS 10.648 E3 3 WIDE
 RI DENOTES PUBLIC RESERVE



Surveyor: MATTHEW B. SMITH
 Date of Survey: 18/09/2016
 Surveyor's Ref: D214324
 2016M1700(1549)

PLAN OF SUBDIVISION OF LOT 3 IN DP1211549
 & LOT 1279 IN DP 1175512 & LOT B IN
 DP 420074 AND EASEMENTS ON LOT 1275 IN
 DP 1175512 AND LOT 1713 IN DP1204403

LGA: SHELLHARBOUR
 Locality: SHELL COVE
 Subdivision No.: SC02022016
 Lengths are in metres Reduction Ratio: 1:1100

Registered
 22.11.2016

DP1203745

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140

Scale of mm

Registered

Registered

SCHEDULE OF CURVED LINES FROM SHEET 2

Number	Chord Bearing	Chord Distance	Arc Length	Radius	Number	Chord Bearing	Chord Distance	Arc Length	Radius
30	29°17'26"	23.726	25.256	20.750	60	115°45'40"	16.411	16.412	360.5
31	336°46'29"	56.392	58.420	348.5	61	118°11'45"	14.225	14.226	360.5
32	161°07'36"	4.617	4.618	365	62	120°27'24"	14.224	14.224	360.5
33	159°00'20"	5.794	5.794	811.484	63	128°29'46"	16.369	16.369	360.5
34	157°36'48"	39.932	39.952	365	64	122°52'25"	16.367	16.369	360.5
35	161°08'30"	4.942	4.942	365	65	109°57'34"	12.737	12.739	266
36	160°59'10"	50.296	50.304	811.484	66	118°04'27"	12.720	12.720	376
37	157°36'45"	42.999	43.015	363	67	118°04'27"	12.720	12.720	376
38	159°48'55"	22.788	22.791	401	68	120°12'27"	14.989	15.000	376
39	157°36'56"	8.001	8.001	401	69	126°38'10"	10.720	10.721	376
40	160°23'39"	35.031	35.040	430	70	124°37'35"	14.989	15.000	376
41	157°33'36"	8.0	8.0	430	71	122°20'27"	14.989	15.000	376
42	150°30'47"	91.216	91.414	401	72	110°57'05"	15.577	15.577	376
43	333°38'56"	50.672	50.702	430	73	115°40'27"	15.577	15.577	376
44	126°57'33"	24.386	24.367	583.993	74	117°36'29"	13.980	13.991	438
45	326°19'49"	21.386	21.386	348.5	75	127°42'42"	15.654	15.654	438
46	149°28'11"	64.148	64.231	365	76	119°28'17"	13.980	13.991	438
47	320°17'08"	20.489	20.502	348.5	77	125°37'56"	16.139	16.139	438
48	149°23'07"	69.789	69.851	383	78	121°24'33"	16.143	16.143	438
49	320°03'46"	18.764	18.766	383	79	123°31'15"	16.143	16.143	438
50	326°53'35"	50.672	50.702	430	80	110°56'19"	10.001	10.001	333.5
51	141°03'50"	36.784	36.795	430	81	124°07'05"	76.310	76.400	453.5
52	131°55'36"	37.749	37.757	518.5	82	124°09'00"	83.156	83.260	481.5
53	101°17'53"	56.504	56.802	160	83	124°27'12"	84.078	84.181	488.5
54	115°30'43"	39.488	39.521	280	84	113°02'20"	8.000	8.000	518.5
55	121°59'24"	23.137	23.144	280	85	114°37'04"	20.578	20.578	518.5
56	121°09'28"	14.998	15.000	280	86	116°42'07"	17.144	17.144	518.5
57	133°38'20"	9.984	9.984	298.5	87	308°47'34"	55.137	55.163	518.5
58	109°55'50"	12.909	12.911	240.5	88	300°41'49"	55.137	55.163	518.5
59	292°57'46"	18.802	18.804	360.5	89	308°02'11"	5	5	602.493
					90	137°48'22"	196.822	196.752	583.993

SCHEDULE OF SHORT LINES FROM SHEET 2

Number	Bearing	Distance	Number	Bearing	Distance
1	192°50'58"	5.742	16	189°50'25"	4.113
2	247°48'14"	5.543	17	273°00'10"	5.624
3	102°50'58"	4.912	18	8°29'34"	7.134
4	203°58'58"	4.339	19	322°58'56"	6.000
5	244°03'33"	6.183	20	97°28'19"	7.134
6	283°58'58"	5.539	21	182°59'20"	5.688
7	153°00'44"	8.028	22	270°47'57"	4.379
8	359°57'00"	4.709	23	98°27'21"	7.012
9	216°57'22"	8.034	24	219°01'08"	8.287
10	89°57'00"	3.699	25	188°22'31"	4.272
11	272°46'54"	5.546	26	92°56'24"	7.033
12	182°46'54"	5.568	27	115°07'20"	10.001
13	279°37'21"	6.168	28	296°23'09"	10.001
14	181°44'23"	4.308	29	235°33'18"	8.336
15	336°32'40"	8.455			

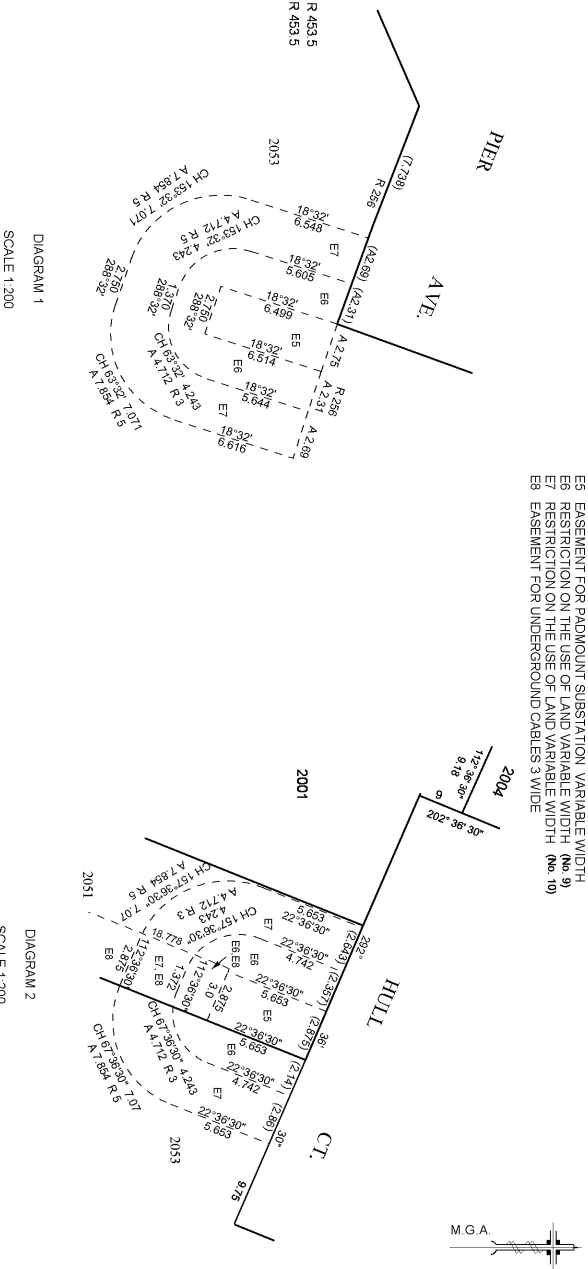


DIAGRAM 1
SCALE 1:200

DIAGRAM 2
SCALE 1:200

DIAGRAM 3
SCALE 1:200

E5 EASEMENT FOR RADIUMOUNT SUBSTATION. VARIABLE E WIDTH
 E6 RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (No. 9)
 E7 RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (No. 10)
 E8 EASEMENT FOR UNDERGROUND CABLES 3 WIDE

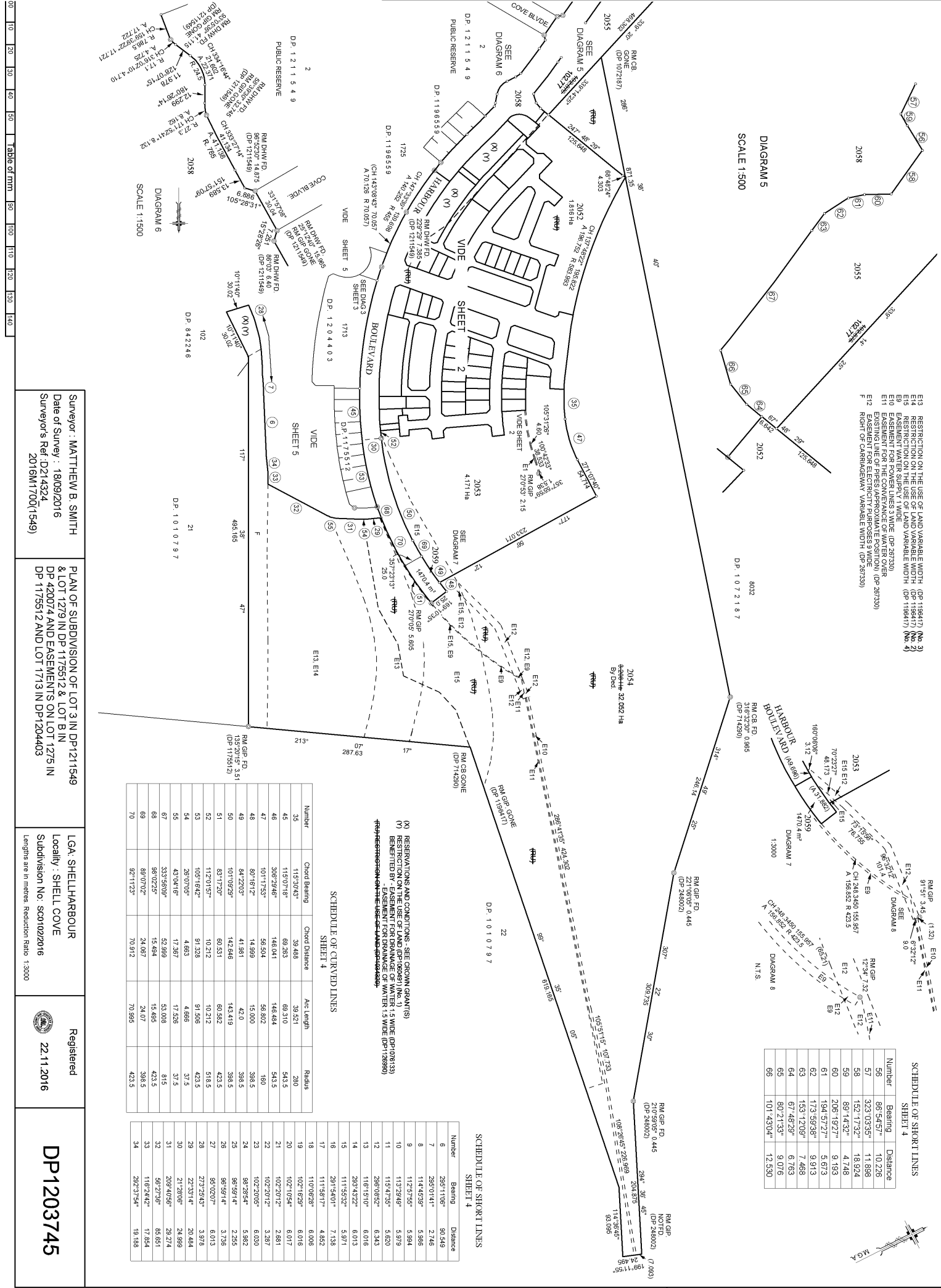
Surveyor: MATTHEW B SMITH
 Date of Survey: 18/09/2016
 Surveyor's Ref: D214324
 2016M1700(1549)

PLAN OF SUBDIVISION OF LOT 3 IN DP1211549
 & LOT 1279 IN DP 1175512 & LOT B IN
 DP 420074 AND EASEMENTS ON LOT 1275 IN
 DP 1173512 AND LOT 1713 IN DP 1204403

LGA: SHELLHARBOUR
 Locality: SHELL COVE
 Subdivision No.: SC01022016
 Lengths are in metres Reduction Ratio: 1:

Registered
 22.11.2016

DP1203745



- E13 RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (DP 1196471 (No. 3))
- E14 RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (DP 1196417 (No. 2))
- E15 RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (DP 1196417 (No. 4))
- E9 EASEMENT WATER SUPPLY 1 WIDE (DP 267320)
- E10 EASEMENT WATER SUPPLY 1 WIDE (DP 267320)
- E11 EASEMENT FOR THE CONVEYANCE OF WATER OVER EXISTING LINE OF PIPES (APPROXIMATE POSITION) (DP 267320)
- E12 EASEMENT FOR ELECTRICITY PURPOSES 9 WIDE (DP 267320)
- F RIGHT OF CONCRETEWAY VARIABLE WIDTH (DP 267320)

SCHEDULE OF SHORT LINES SHEET 4

Number	Bearing	Distance
56	86°54'57"	10.226
57	323°03'35"	11.888
58	152°17'32"	18.924
59	89°14'32"	4.748
60	206°18'27"	9.193
61	194°51'27"	5.673
62	173°56'38"	9.913
63	153°12'09"	7.468
64	67°48'29"	6.763
65	80°21'33"	9.076
66	101°43'04"	12.530

(N) RESERVATIONS AND CONDITIONS - SEE GRANT(S)
 (Y) RESTRICTION ON THE USE OF LAND (DP 060811 (No. 1) & WIDE (DP 026139))
 BENEFITTED BY EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP 128990)
 RESTRICTION ON THE USE OF LAND (DP 267320)

SCHEDULE OF CURVED LINES SHEET 4

Number	Chord Bearing	Chord Distance	Arc Length	Radius
35	115°30'45"	39.488	39.521	280
45	115°07'16"	69.283	69.310	543.5
46	306°29'46"	146.041	146.464	543.5
47	101°17'53"	56.504	56.802	180
48	80°16'12"	14.989	15.000	398.5
49	84°22'03"	41.981	42.0	398.5
50	101°09'29"	142.846	143.419	398.5
51	83°17'20"	60.531	60.552	423.5
52	112°01'57"	10.212	10.212	518.5
53	105°16'42"	91.328	91.596	423.5
54	28°07'05"	4.683	4.689	37.5
55	43°04'16"	17.367	17.528	37.5
56	333°56'09"	52.989	53.008	81.5
67	98°02'29"	15.484	15.485	423.5
68	89°07'02"	24.067	24.07	398.5
69	92°11'23"	70.912	70.995	423.5

SCHEDULE OF SHORT LINES SHEET 4

Number	Bearing	Distance
6	295°11'06"	90.546
7	293°01'41"	2.446
8	114°43'59"	3.986
9	112°57'52"	5.984
10	113°29'46"	5.979
11	115°47'45"	5.620
12	286°08'52"	6.343
13	116°15'10"	6.016
14	293°43'22"	6.013
15	111°55'22"	5.971
16	291°54'01"	7.138
17	111°58'17"	4.862
18	110°05'28"	6.006
19	102°16'29"	6.016
20	102°10'54"	6.017
21	102°20'12"	2.881
22	102°20'12"	3.287
23	102°20'05"	6.920
24	98°28'54"	3.852
25	96°39'14"	2.855
26	96°39'14"	3.786
27	95°20'47"	6.013
28	27°32'43"	3.978
29	22°33'14"	20.464
30	21°29'05"	24.899
31	209°40'56"	29.274
32	59°27'29"	65.651
33	116°24'42"	17.654
34	292°37'94"	19.188

Surveyor: MATTHEW B SMITH
 Date of Survey: 18/09/2016
 Surveyor's Ref: D214324
 2016M1700(1549)

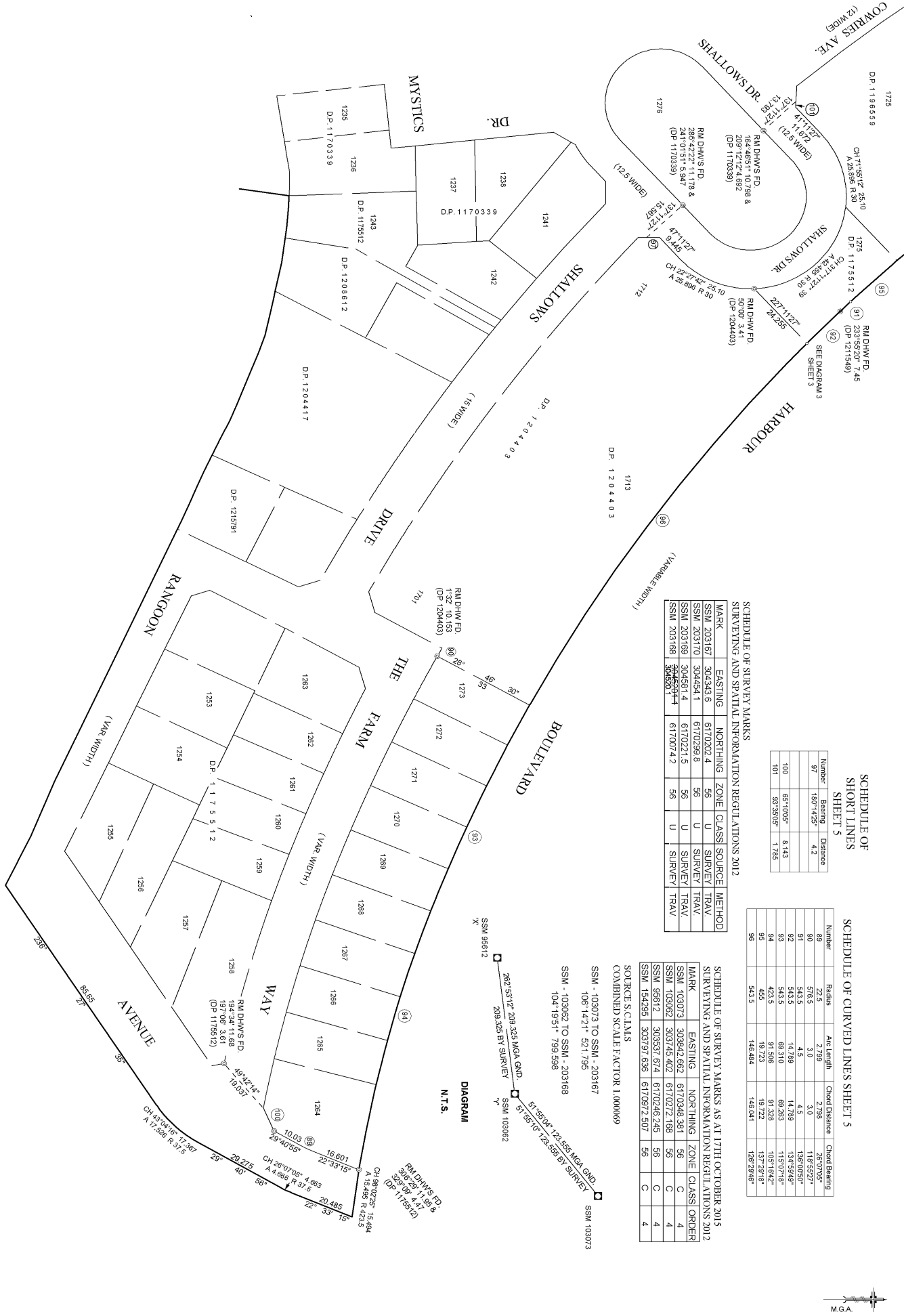
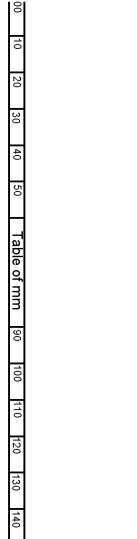
PLAN OF SUBDIVISION OF LOT 3 IN DP1211549
 & LOT 1279 IN DP 1175512 & LOT B IN
 DP 420074 AND EASEMENTS ON LOT 1275 IN
 DP 1175512 AND LOT 1713 IN DP 204403

LGA: SHELLHARBOUR
 Locality: SHELL COVE
 Subdivision No: SC012022016
 Lengths are in metres Reduction Ratio 1:3000

Registered
 22.11.2016

DP1203745





SCHEDULE OF SURVEY MARKS SURVEYING AND SPATIAL INFORMATION REGULATIONS 2012

MARK	EASTING	NORTHING	ZONE	CLASS	SOURCE	METHOD
SSM 203167	304343.6	6170202.4	56	U	SURVEY	TRAV
SSM 203170	304454.1	6170299.8	56	U	SURVEY	TRAV
SSM 203168	304581.4	6170221.5	56	U	SURVEY	TRAV
SSM 203168	304581.4	6170074.2	56	U	SURVEY	TRAV

SCHEDULE OF CURVED LINES SHEET 5

Number	Radius	Arc Length	Chord Distance	Chord Bearing
89	22.5	2.789	2.788	26°07'05"
90	576.5	3.0	3.0	118°55'27"
91	576.5	3.0	3.0	118°55'27"
92	576.5	3.0	3.0	118°55'27"
93	576.5	3.0	3.0	118°55'27"
94	423.5	91.606	91.628	105°16'42"
95	445.5	16.722	16.722	137°29'46"
96	543.5	146.444	146.041	126°29'46"

SCHEDULE OF SURVEY MARKS AS AT 17TH OCTOBER 2015 SURVEYING AND SPATIAL INFORMATION REGULATIONS 2012

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
SSM 103073	303942.662	6170348.381	56	C	4
SSM 103062	303745.402	6170272.168	56	C	4
SSM 95612	303537.674	6170246.245	56	C	4
SSM 1542851	303797.636	6170972.507	56	C	4

SOURCE S.CLAIMS
 COMBINED SCALE FACTOR 1.000069
 SSM -103073 TO SSM -203167
 106°14'21" 5217.795
 SSM -103062 TO SSM -203168
 104°19'51" 7393.998

DIAGRAM N.T.S.

Surveyor: MATTHEW B SMITH
 Date of Survey: 18/09/2016
 Surveyor's Ref: D214324
 2016M1700(1549)

PLAN OF SUBDIVISION OF LOT 3 IN DP1211549 & LOT 1279 IN DP 1175512 & LOT B IN DP 420074 AND EASEMENTS ON LOT 1275 IN DP 1175512 AND LOT 1713 IN DP1204403

LGA: SHELLHARBOUR
 Locality: SHELL COVE
 Subdivision No.: SC01022016
 Lengths are in metres Reduction Ratio: 1:800

Registered
 22.11.2016

DP1203745


PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection


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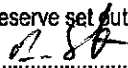
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Registered:  22.11.2016 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only <h1 style="margin: 0;">DP1203745</h1> Office Use Only
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PLAN OF SUBDIVISION OF LOT 3 IN DP1211549 & LOT 1279 IN DP 1175512 & LOT B IN DP 420074 AND EASEMENTS ON LOT 1275 IN DP 1175512 AND LOT 1713 IN DP1204403	LGA: SHELLHARBOUR Locality: SHELL COVE Parish: TERRAGONG County: CAMDEN
---	--

Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	Survey Certificate I, MATTHEW B. SMITH of CRAVEN, ELLISTON & HAYES (DAPTO) PTY LTD ABN 81 056 544 604 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on. *(b) The part of the land shown in the plan excluding part lots 2058, 2057, 2055 and 2056 was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on, 18/09/2016 the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> . Signature:  Dated: 19/6/16 Surveyor ID: 8175 Datum Line: SSM 95612 - SSM 103062 Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. *Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
--	--

Subdivision Certificate I, <u>Bryce Short</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: SHELLHARBOUR CITY COUNCIL Date of endorsement: 30/9/2016 Subdivision Certificate number: SC0102/2016 File number: *Strike through if inapplicable.	Statements of intention to dedicate public roads, public reserves and drainage reserves. IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC RESERVE LOTS 2045, 2048, 2050, 2051. IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD HARBOUR BOULEVARD VARIABLE WIDTH, BOW LANE 8 WIDE HELM PARKWAY 15.5 WIDE, ANCHORAGE PARADE 15.5 WIDE AND VARIABLE, DOCKSIDE AVENUE 15.5 WIDE, KEEL WAY 8 WIDE, THE PROMONTORY DRIVE 28 WIDE, PORT LANE VARIABLE WIDTH, HULL COURT 12 WIDE, SAILS WAY 8 WIDE, WHARF PARADE 18.5 WIDE, JETTY AVE. 15.5 WIDE, PIER AVE 15.5 WIDE & VAR., MOORINGS AVENUE 15.5 WIDE, STERN WAY 8 WIDE
--	---

Statements of intention to dedicate public roads, public reserves and drainage reserves. IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC RESERVE LOTS 2045, 2048, 2050, 2051. IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD HARBOUR BOULEVARD VARIABLE WIDTH, BOW LANE 8 WIDE HELM PARKWAY 15.5 WIDE, ANCHORAGE PARADE 15.5 WIDE AND VARIABLE, DOCKSIDE AVENUE 15.5 WIDE, KEEL WAY 8 WIDE, THE PROMONTORY DRIVE 28 WIDE, PORT LANE VARIABLE WIDTH, HULL COURT 12 WIDE, SAILS WAY 8 WIDE, WHARF PARADE 18.5 WIDE, JETTY AVE. 15.5 WIDE, PIER AVE 15.5 WIDE & VAR., MOORINGS AVENUE 15.5 WIDE, STERN WAY 8 WIDE Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Plans used in the preparation of survey/compilation. DP 1175512, DP 1196559, DP 1211549, DP 1153225, DP 1072187 DP 1169822, DP 229374, DP 262516, DP 1149748, DP 420074 DP 1072187, DP 267330, DP 1204403 If space is insufficient continue on PLAN FORM 6A Surveyor's Reference: D214324_2016M1700 (1549)
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PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only	Office Use Only
Registered:  22.11.2016	<h1>DP1203745</h1>
PLAN OF SUBDIVISION OF LOT 3 IN DP1211549 & LOT 1279 IN DP 1175512 & LOT B IN DP 420074 AND EASEMENTS ON LOT 1275 IN DP 1175512 AND LOT 1713 IN DP1204403	
Subdivision Certificate number: <u>SC0102/2016</u> Date of Endorsement: <u>30/9/2016</u>	

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

STREET ADDRESSES ARE UNKNOWN AT THIS TIME

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE

1. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (E1)
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (E2)
4. RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (E3)
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. EASEMENT FOR REPAIRS 0.9 WIDE (E4)
8. EASEMENT FOR PADMOUNT SUBSTATION VARIABLE WIDTH (E5)
9. RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (E6)
10. RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (E7)
11. EASEMENT FOR UNDERGROUND CABLES 3 WIDE (E8)
12. EASEMENT FOR ELECTRICITY PURPOSES 9 WIDE (E12)
13. EASEMENT FOR WATER SUPPLY 1 WIDE (E9)
14. POSITIVE COVENANT
15. EASEMENT FOR DRAINAGE OF WATER 3 WIDE (E16)

If space is insufficient use additional annexure sheet

Surveyor's Reference: D214324 - 2016M1700(1549)


PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)


<p>Office Use Only</p> <p>Registered:  22.11.2016</p> <p>PLAN OF SUBDIVISION OF LOT 3 IN DP1211549 & LOT 1279 IN DP 1175512 & LOT B IN DP 420074 AND EASEMENTS ON LOT 1275 IN DP 1175512 AND LOT 1713 IN DP1204403</p> <p>Subdivision Certificate number: <u>SC0102/2016</u> Date of Endorsement: <u>30/9/2016</u></p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1203745</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2012• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
---	--

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO RELEASE

1. EASEMENT FOR OVERHEAD POWERLINES 9 WIDE (DP 1170339)
2. EASEMENT FOR UNDERGROUND CABLES 1.5 WIDE (DP 1170339)
3. ~~PART~~ EASEMENT FOR OVERHEAD POWERLINES 9 WIDE (PART SHOWN AS B ON THE PLAN) (DP 1153225)
4. ~~PART~~ EASEMENT FOR OVERHEAD POWERLINES 9 WIDE (~~PART SHOWN AS S ON THE PLAN~~) (DP 1196416)
5. ~~PART~~ EASEMENT FOR POWERLINES 3 WIDE (DP 267330)
6. ~~PART~~ EASEMENT FOR CONVEYANCE OF WATER OVER EXISTING LINE OF PIPES
(APPROXIMATE POSITION) (DP 267330)

The COMMON SEAL of
the COUNCIL OF THE CITY
OF SHELLHARBOUR
was affixed on 4 October 2016
Pursuant to a resolution made on
15 March 2016



Marianne Saliba

Mayor


General Manager/Public Officer
Flora Mastro Domenico

If space is insufficient use additional annexure sheet

Surveyor's Reference: D214324_2016M1700(1549)

ePlan

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

Sheet 1 of 12 Sheets

Plan: **DP1203745**

PLAN OF SUBDIVISION OF LOT 3 IN DP1211549 & LOT 1279 IN DP 1175512 & LOT B IN DP 420074 AND EASEMENTS ON LOT 1275 IN DP 1175512 AND LOT 1713 IN DP1204403
 covered by Council's Certificate No. SC0102/2016

Full name and address of the owner of the land:

The Council of the City of Shellharbour
 Lamerton House
 Lamerton Crescent
 Shellharbour City Centre NSW 2529

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
---	--	------------------------------	---

1	Easement for drainage of water 1.5 wide (E1)	2005	2006 to 2011 inclusive
		2006	2007 to 2011 inclusive
		2007	2008 to 2011 inclusive
		2008	2009 to 2011 inclusive
		2009	2010 and 2011
		2010	2011
		2018	2019 to 2022 inclusive
		2019	2020 to 2022 inclusive
		2020	2021 and 2022
		2021	2022
			That part of lot 2053 labelled Z M.S.

2	Restriction on the use of land	2001 to 2038 inclusive	The Council of the City of Shellharbour
---	--------------------------------	------------------------	---

B. B.
 -General Manager/ Authorised Person

Hepner

ePlan

Sheet 2 of 12 Sheets

Plan:

DP1203745

**PLAN OF SUBDIVISION OF LOT 3 IN DP1211549
& LOT 1279 IN DP 1175512 & LOT B IN DP
420074 AND EASEMENTS ON LOT 1275 IN DP
1175512 AND LOT 1713 IN DP1204403**
covered by Council's Certificate No. SC0102/2016
Dated 30.09.2016

3	Restriction on the use of land variable width (E2)	2001, 2002 and 2038	The Council of the City of Shellharbour
4	Restriction on the use of land variable width (E3)	Part lot 2003, Part lot 2004, Part lot 2025, 2026 to 2029 inclusive, and Part lot 2030	The Council of the City of Shellharbour
5	Restriction on the use of land	2027, 2028 and 2038	The Council of the City of Shellharbour
6	Restriction on the use of land	2001, 2002, and 2024 to 2038 inclusive	The Council of the City of Shellharbour

B. St

General Manager / Authorised Person

J Lepore

Plan:

DP1203745

**PLAN OF SUBDIVISION OF LOT 3 IN DP1211549
 & LOT 1279 IN DP 1175512 & LOT B IN DP
 420074 AND EASEMENTS ON LOT 1275 IN DP
 1175512 AND LOT 1713 IN DP1204403**
 covered by Council's Certificate No. SC0102/2016
 Dated 30.09.2016

7	Easement for Repairs 0.9 wide (E4)	2001	2004
		2002	2003
		2003	2002
		2004	2001
		2005	2006 and 2017
		2006	2007
		2007	2008
		2008	2009
		2009	2010
		2010	2012
		2011	2012
		2012	2011
		2014	2013
		2015	2014
		2016	2015
		2017	2005 and 2016
		2018	2019
		2019	2020
		2020	2021
		2021	2023
		2022	2023
		2023	2022
		2025	2024 and 2026
		2026	2025
2027	2026		
2028	2029		
2044	2028		
	2039	2027	
8	Easement for padmount substation variable width (E5)	1275 DP1175512, 2051 and 2053	Endeavour Energy
9	Restriction on the use of land variable width (E6)	1275 DP1175512, 2051 and 2053	Endeavour Energy

M-S-



General Manager/ Authorised Person



ePlan

Sheet 4 of 12 Sheets

Plan:

DP1203745

**PLAN OF SUBDIVISION OF LOT 3 IN DP1211549
 & LOT 1279 IN DP 1175512 & LOT B IN DP
 420074 AND EASEMENTS ON LOT 1275 IN DP
 1175512 AND LOT 1713 IN DP1204403
 covered by Council's Certificate No. SC0102/2016**

10	Restriction on the use of land variable width (E7)	1275 DP1175512, 1713 DP1204403, 2051 and 2053	Endeavour Energy
11	Easement for underground cables 3 wide (E8)	2051 and 2055	Endeavour Energy
12	Easement for electricity purposes 9 wide (E12)	2053 and 2054	22 DP1010797
13	Easement for water supply 1 wide (E9)	2054	22 DP1010797
14	Positive Covenant	2001, 2002, 2024 to 2031 inclusive and 2038	Shellharbour City Council
15	Easement for drainage of water 3 wide (E16)	2057	Shellharbour City Council

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for overhead powerlines 9 wide DP1170339	3 DP1211549, 1279 DP1175512 and 1725 DP1196559	Endeavour Energy
2	Easement for underground cables 1.5 wide DP1170339	1725 DP1196559	Endeavour Energy


 General Manager / Authorised Person



ePlan

Sheet 5 of 12 Sheets

Plan:
DP1203745

**PLAN OF SUBDIVISION OF LOT 3 IN DP1211549
 & LOT 1279 IN DP 1175512 & LOT B IN DP
 420074 AND EASEMENTS ON LOT 1275 IN DP
 1175512 AND LOT 1713 IN DP1204403**
 covered by Council's Certificate No. SC0102/2016
 Dated 30.09.2016

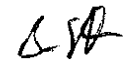

3	Part easement for overhead powerlines 9 wide DP1153225 (B)	3 DP1211549 (Part shown as B)	Endeavour Energy (formerly known as Integral Energy Australia)
4	Part easement for overhead powerlines 9 wide DP1196416 (S)	3 DP1211549 and 8032 DP1072187 (Part shown as S)	Endeavour Energy
5	Part easement for powerlines 3 wide DP267330	8032 * DP1072187 and 1279 DP1175512	22 DP1010797
6	Part easement for conveyance of water over existing line of pipes (approximate position) DP267330	8032 φ DP1072187 and 1279 DP1175512	22 DP1010797

* RELEASE EXCEPT THE PART SHOWN AS EID ON THE PLAN.
 φ RELEASE EXCEPT THE PART SHOWN AS EII ON THE PLAN.

Part 2 (Terms)

1. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 2 IN THE PLAN

- (a) No building on any lot burdened shall be used or permitted to be used as an exhibition home or display home or for the purpose of displaying exhibition homes or display homes to the general public.
- (b) No fence can be erected or be permitted to remain on any lot burdened to divide it from any adjoining land owned by The Council of the City of Shellharbour ("Council"), but only during the ownership of that adjoining land by the Council its successors and assigns other than purchasers on sale, without the prior written consent of the Council, but that consent cannot be withheld if that fence is erected without expense to the Council and that consent is deemed to have been given in respect of every fence for the time being erected.
- (c) No building shall be erected or permitted to remain on the lot burdened unless the footings and foundations of the building are in accordance with plans and specifications which have been:


~~General Manager~~ / Authorised Person


ePlan

Sheet 6 of 12 Sheets

Plan:

DP1203745

**PLAN OF SUBDIVISION OF LOT 3 IN DP1211549
& LOT 1279 IN DP 1175512 & LOT B IN DP
420074 AND EASEMENTS ON LOT 1275 IN DP
1175512 AND LOT 1713 IN DP1204403**

covered by Council's Certificate No. SC0102/2016

- (i) Prepared by a suitably qualified Structural Engineer, taking into account the requirements and recommendations of Network Geotechnics report "AS2870 Lot Classification and Final Geotechnical Report, Shell Cove Precinct B1 and C1, Lots 2001-2038, 2100-2107 and 2109-2115" dated 7 September 2015 and filed in the offices of The Council of the City of Shellharbour; and
- (ii) Approved by The Council of the City of Shellharbour

2. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 3 IN THE PLAN (E2)

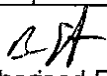
No dwelling can be erected or permitted to remain on that part of a lot burdened by this restriction unless that dwelling is designed and constructed with the Minimum Acoustic Attenuation Measures specified in the following table:

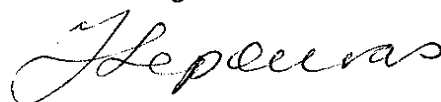
Item	Minimum Acoustic Attenuation Measures
Windows and glazed doors on the facades facing Harbour Boulevard and on side facades	6mm glazing fitted with full perimeter acoustic seals (to achieve minimum R_w29) and mechanical ventilation

3. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 4 IN THE PLAN (E3)

No dwelling can be erected or permitted to remain on that part of a lot burdened by this restriction unless that dwelling is designed and constructed with the Minimum Acoustic Attenuation Measures specified in the following table:

Item	Minimum Acoustic Attenuation Measures
First floor windows and glazed doors on the facades facing Harbour Boulevard and on side facades	6mm glazing fitted with full perimeter acoustic seals (to achieve minimum R_w29) and mechanical ventilation


~~General Manager~~ / Authorised Person



ePlan

Sheet 7 of 12 Sheets

Plan:

DP1203745

**PLAN OF SUBDIVISION OF LOT 3 IN DP1211549
& LOT 1279 IN DP 1175512 & LOT B IN DP
420074 AND EASEMENTS ON LOT 1275 IN DP
1175512 AND LOT 1713 IN DP1204403**
covered by Council's Certificate No. SC0102/2016
Dated 30.09.2016

4. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 5 IN THE PLAN

The owner of any lot burdened must not interfere with, damage or alter or permit the interference with, damage to or alteration of any fence or structure constructed on the common boundary of that lot and any public road between points "A" and "B".

5. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 6 IN THE PLAN

The common boundary of any lot burdened and any public road between points "X" and "Y" must not be used as a means of vehicular access to or vehicular egress from that lot.

6. TERMS OF EASEMENT NUMBERED 8 IN THE PLAN (E5)

The terms of easement for Padmount Substation set out in Memorandum No. AK104621 are incorporated into this document.

The common boundary of Lot 2038 and lots 2058 and 2052 must not be used as a means
Of vehicular access to or vehicular egress from Lot 2038.

M.S.

7. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 9 IN THE PLAN (E6)

(a) Definitions:

- (i) 120/120/120 fire rating and 60/60/60 fire rating means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- (ii) building means a substantial structure with a roof and walls and includes any projections from the external walls.
- (iii) erect includes construct, install, build and maintain.
- (iv) restriction site means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

(b) No building shall be erected or permitted to remain within the restriction site unless:

- (i) the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and


General Manager / Authorised Person



Plan:

DP1203745

**PLAN OF SUBDIVISION OF LOT 3 IN DP1211549
& LOT 1279 IN DP 1175512 & LOT B IN DP
420074 AND EASEMENTS ON LOT 1275 IN DP
1175512 AND LOT 1713 IN DP1204403**
covered by Council's Certificate No. SC0102/2016
Dated 30.09.2016

- (ii) the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
 - (iii) the owner provides the authority benefited with an engineer's certificate to this effect.
- (c) The fire ratings mentioned in clause (b) must be achieved without the use of fire fighting systems such as automatic sprinklers.
- (d) Lessee of Endeavour Energy's Distribution System:
- (i) Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.
 - (ii) The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

8. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 10 IN THE PLAN (E7)

- (a) Definitions:
- (i) erect includes construct, install, build and maintain.
 - (ii) restriction site means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
- (b) No swimming pool or spa shall be erected or permitted to remain within the restriction site.


~~General Manager~~ / Authorised Person



ePlan

Sheet 9 of 12 Sheets

Plan:

DP1203745

**PLAN OF SUBDIVISION OF LOT 3 IN DP1211549
& LOT 1279 IN DP 1175512 & LOT B IN DP
420074 AND EASEMENTS ON LOT 1275 IN DP
1175512 AND LOT 1713 IN DP1204403**

covered by Council's Certificate No. SC0102/2016
Dated 30.09.2016

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

9. TERMS OF EASEMENT NUMBERED 11 IN THE PLAN (E8)

The terms of easement for Underground Cables set out in Memorandum No. AK104616 are incorporated into this document.

10. TERMS OF POSITIVE COVENANT NUMBERED 14 IN THE PLAN

The owner of any lot burdened must not place bins for collection within Harbour Boulevard or The Promontory Drive.

Name of person empowered to release, vary or modify easements and restrictions numbered 1, 2, 3, 4, 5, 6, 7, 14 and 15 in the plan.

The Council of the City of Shellharbour

Name of person empowered to release, vary or modify easements and restrictions numbered 8,9,10 and 11 in the plan.

Endeavour Energy

~~General Manager /~~ Authorised Person

Plan:
DP1203745

**PLAN OF SUBDIVISION OF LOT 3 IN DP1211549
& LOT 1279 IN DP 1175512 & LOT B IN DP
420074 AND EASEMENTS ON LOT 1275 IN DP
1175512 AND LOT 1713 IN DP1204403
covered by Council's Certificate No. SC0102/2016
Dated 30.09.2016**

Name of person empowered to release, vary or modify easements and restrictions numbered 12 and 13 in the plan.

Hanson Construction Materials Pty Ltd and Shellharbour City Council

**THE COMMON SEAL of
THE COUNCIL OF THE CITY
OF SHELLHARBOUR**



was affixed on 4 October 2016
pursuant to a resolution made on
15 March 2016

Marianne Saliba

Marianne Saliba

Mayor

Flora Mastro Domenico

General Manager / Public Officer

Flora Mastro Domenico

ST

~~General Manager /~~ Authorised Person

Flora Mastro Domenico

ePlan
Sheet 11 of 12 Sheets

Plan:

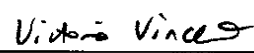
DP1203745

**PLAN OF SUBDIVISION OF LOT 3 IN DP1211549
& LOT 1279 IN DP 1175512 & LOT B IN DP
420074 AND EASEMENTS ON LOT 1275 IN DP
1175512 AND LOT 1713 IN DP1204403
covered by Council's Certificate No. SC0102/2016
Dated 30.09.2016**

Signed on behalf of **Hanson Construction Materials Pty Ltd** (ACN 009679734) by:



Signature of Director



Signature of Director

PHILIP SCHACHT

Name of Director

VICTORIA VINCENT

Signature of Director

Date of Execution: **21 SEPTEMBER 2016**

General Manager / Authorised Person

ePlan
Sheet 12 of 12 Sheets

Plan:

DP1203745

**PLAN OF SUBDIVISION OF LOT 3 IN DP1211549
& LOT 1279 IN DP 1175512 & LOT B IN DP
420074 AND EASEMENTS ON LOT 1275 IN DP
1175512 AND LOT 1713 IN DP1204403**
covered by Council's Certificate No. SC0102/2016
Dated 30.09.2016

Signed on behalf of **Endeavour Energy** ABN 59 253 130 878 by its Attorney
pursuant to Power of Attorney Book 4705
No 566 in the presence of:

Ian S. Cousin
.....
Signature of witness

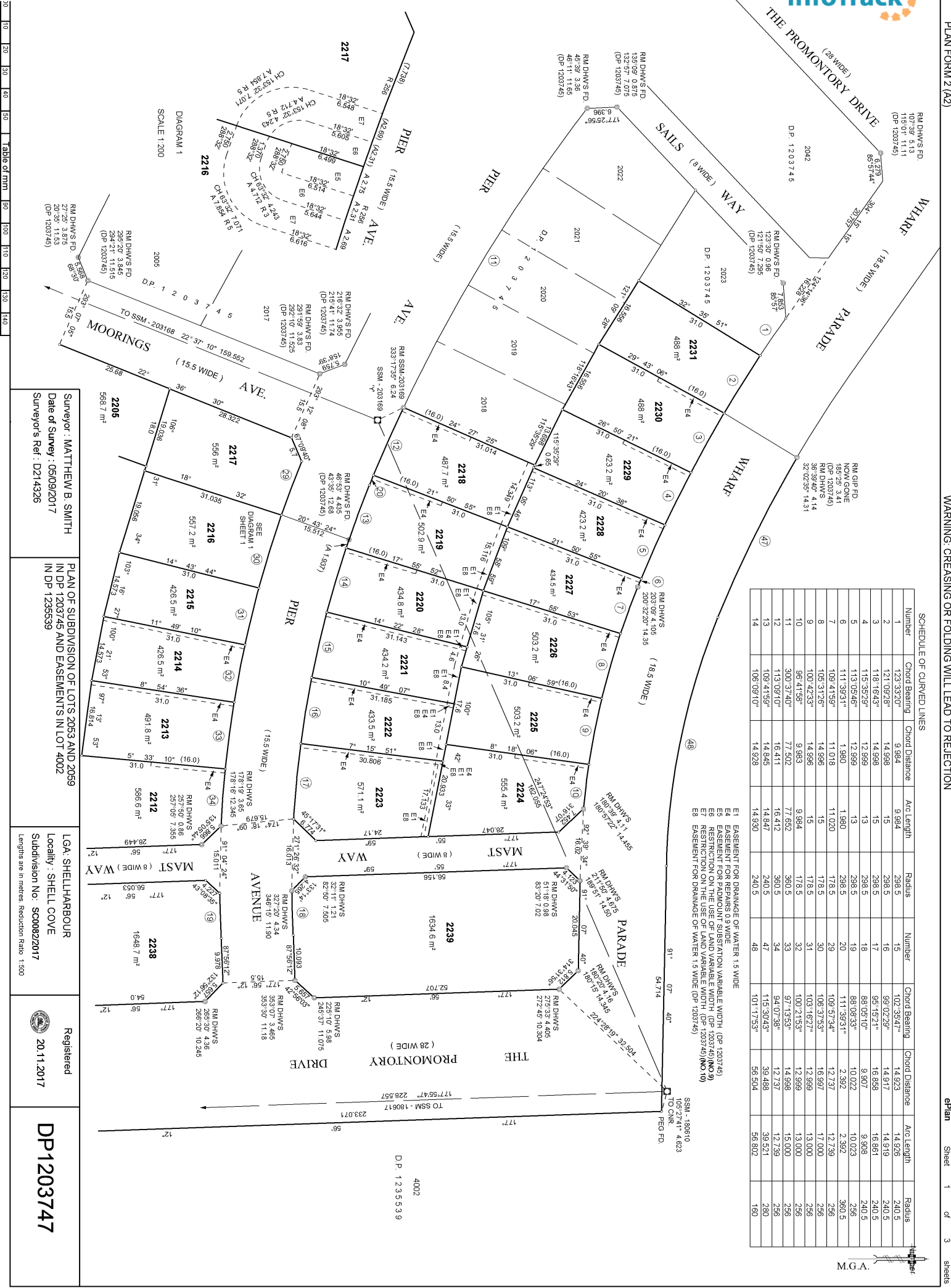
[Handwritten Signature]
.....
Signature of attorney

IAN STEWART COUSIN
Name of witness
c/- Endeavour Energy 51 Huntingwood
Drive Huntingwood 2148

Name: HELEN SMITH
Position: MGR PROPERTY & FLEET
Date of execution: 20 September 2016
Reference: URS16022

General Manager / Authorised Person

REGISTERED		22.11.2016
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SCHEDULE OF CURVED LINES

Number	Chord Bearing	Chord Distance	Arc Length	Radius	Number	Chord Bearing	Chord Distance	Arc Length	Radius
1	123.33320°	9.984	9.984	298.5	15	102.5567°	14.823	14.826	240.5
2	121.0928°	14.938	14.938	298.5	16	99.0229°	14.817	14.919	240.5
3	118.1634°	14.938	14.938	298.5	17	95.1571°	16.858	16.851	240.5
4	115.3529°	12.999	12.999	298.5	18	90.907	9.907	9.908	240.5
5	113.0546°	12.999	12.999	298.5	19	88.0833°	10.022	10.023	256
6	111.3931°	1.980	1.980	298.5	20	86.0734°	2.392	2.392	360.5
7	109.4159°	11.018	11.020	178.5	29	109.5734°	12.737	12.739	256
8	105.3172°	14.966	14.966	178.5	30	106.3733°	16.997	16.997	17.000
9	100.4233°	14.966	14.966	178.5	31	103.1627°	13.899	13.899	256
10	96.4715°	9.983	9.984	178.5	32	100.2153°	12.899	13.000	256
11	90.3740°	77.502	77.502	360.5	33	97.1353°	14.998	15.000	256
12	113.0910°	16.411	16.412	360.5	34	94.0738°	12.737	12.739	256
13	109.4159°	14.845	14.847	240.5	47	115.5043°	39.488	39.521	280
14	106.0910°	14.928	14.930	240.5	48	101.1753°	55.904	56.802	180

E1 EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
 E2 EASEMENT FOR REPAIRS 0.9 WIDE
 E3 EASEMENT FOR REPAIRS 0.9 WIDE
 E4 EASEMENT FOR REPAIRS 0.9 WIDE
 E5 EASEMENT FOR REPAIRS 0.9 WIDE
 E6 EASEMENT FOR REPAIRS 0.9 WIDE
 E7 RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (DP 1203745) (NO 10)
 E8 EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP 1203745)

Supervisor: MATTHEW B SMITH
 Date of Survey: 05/09/2017
 Surveyor's Ref.: D214326

PLAN OF SUBDIVISION OF LOTS 2053 AND 2059
 IN DP 1203745 AND EASEMENTS IN LOT 4002
 IN DP 1235539

LGA: SHELLHARBOUR
 Locality: SHELL COVE
 Subdivision No.: SC00822017
 Lengths are in metres Reduction Ratio: 1:500

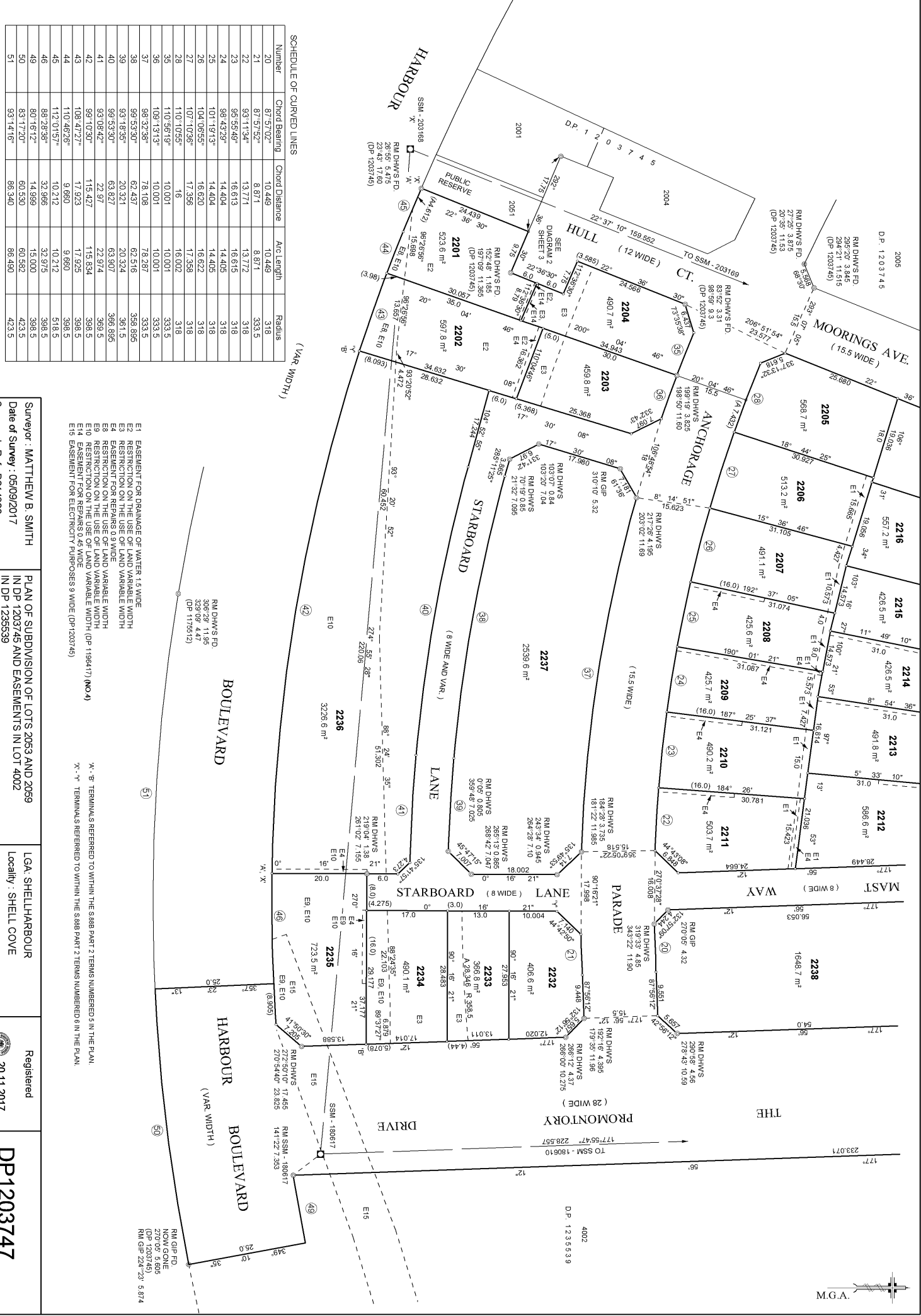
Registered
 20.11.2017

DP1203747



DIAGRAM 1
 SCALE 1:200

4002
 DP 1235539



SCHEDULE OF CURVED LINES (VAR WIDTH)

Number	Chord Bearing	Chord Distance	Arc Length	Radius
20	87°57'02"	10.449	10.449	318
21	87°57'52"	8.871	8.871	333.5
22	93°11'34"	13.771	13.772	318
23	95°45'49"	16.613	16.615	318
24	96°43'29"	14.404	14.405	318
25	101°19'13"	14.404	14.405	318
26	104°06'55"	16.620	16.622	318
27	107°10'56"	17.358	17.358	318
28	110°10'55"	16	16.002	318
35	110°56'19"	10.001	10.001	333.5
36	109°31'31"	10.001	10.001	333.5
37	96°32'38"	78.108	78.287	338.895
38	96°53'50"	62.457	62.516	338.895
39	93°18'55"	20.321	20.324	368.895
40	99°53'30"	63.927	63.907	368.895
41	93°08'42"	22.974	22.974	368.5
42	98°10'30"	115.427	115.834	368.5
43	108°47'27"	17.923	17.925	368.5
44	110°46'26"	9.660	9.660	368.5
45	112°01'57"	10.212	10.212	518.5
46	86°28'38"	32.968	32.975	368.5
49	80°16'12"	14.999	15.000	368.5
50	83°17'20"	60.530	60.582	423.5
51	93°14'16"	86.340	86.480	423.5

- E1 EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
- E2 RESTRICTION ON THE USE OF LAND VARIABLE WIDTH
- E3 RESTRICTION ON THE USE OF LAND VARIABLE WIDTH
- E4 EASEMENT FOR REPAIRS 0.9 WIDE
- E5 RESTRICTION ON THE USE OF LAND VARIABLE WIDTH
- E6 RESTRICTION ON THE USE OF LAND VARIABLE WIDTH
- E7 RESTRICTION ON THE USE OF LAND VARIABLE WIDTH
- E8 RESTRICTION ON THE USE OF LAND VARIABLE WIDTH
- E9 RESTRICTION ON THE USE OF LAND VARIABLE WIDTH
- E10 RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (DP 1194417) (NO 4)
- E14 EASEMENT FOR REPAIRS 0.45 WIDE
- E15 EASEMENT FOR ELECTRICITY PURPOSES 9 WIDE (DP 1203745)

"A" - "B" TERMINALS REFERRED TO WITHIN THE S.88B PART 2 TERMS NUMBERED 5 IN THE PLAN.
"X" - "Y" TERMINALS REFERRED TO WITHIN THE S.88B PART 2 TERMS NUMBERED 6 IN THE PLAN.

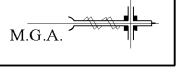
Surveyor: MATTHEW B. SMITH
Date of Survey: 05/09/2017
Surveyor's Ref.: D214326

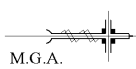
PLAN OF SUBDIVISION OF LOTS 2053 AND 2059
IN DP 1203745 AND EASEMENTS IN LOT 4002
IN DP 1235539

LGA: SHELLHARBOUR
Locality: SHELL COVE
Subdivision No.: SC00822017
Lengths are in metres Reduction Ratio: 1:500

Registered
20.11.2017

DP1203747

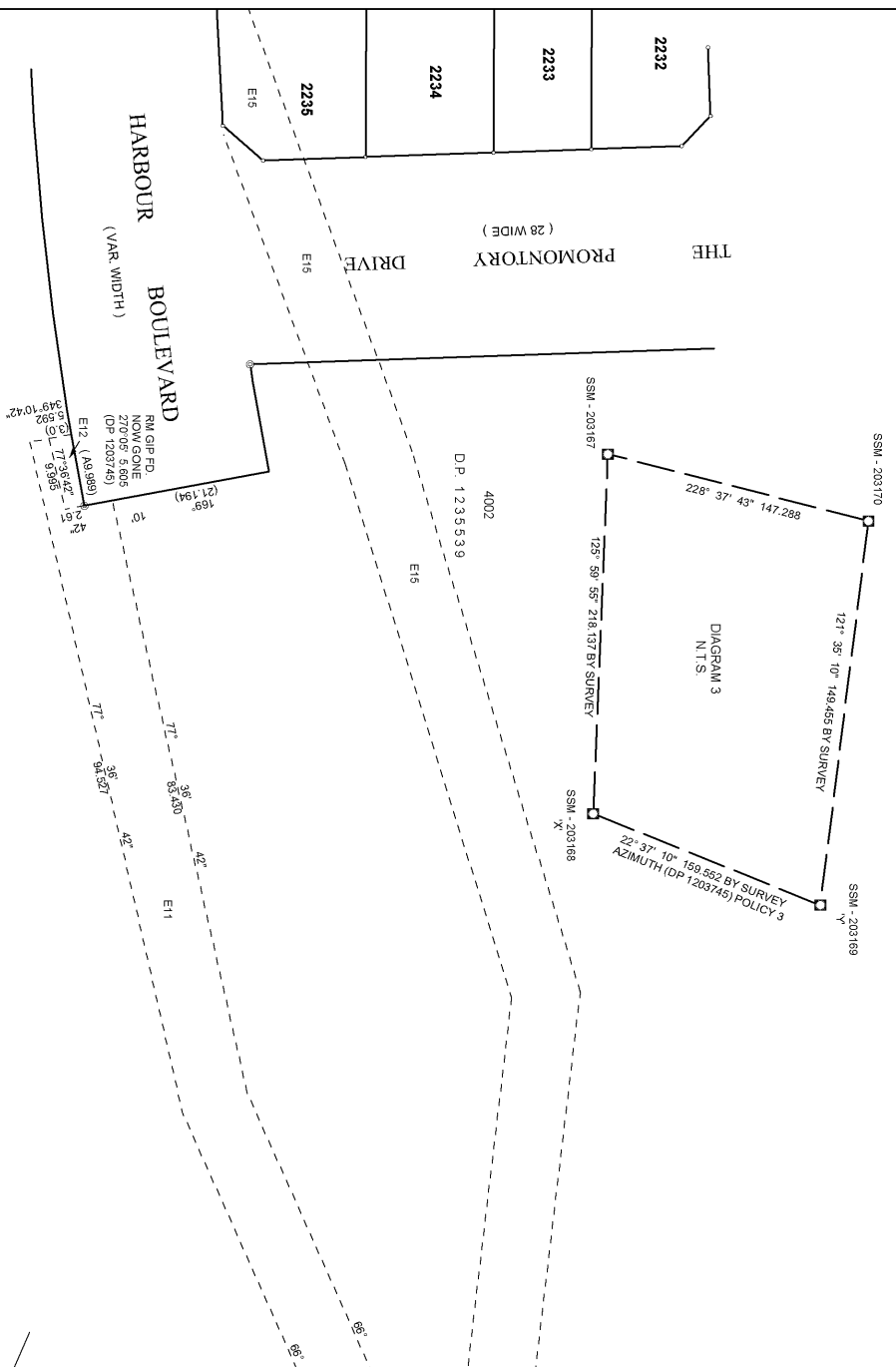




SCHEDULE OF SURVEY MARKS
SURVEYING AND SPATIAL INFORMATION REGULATIONS 2017 1st MAY 2017
CLAUSE 35(1)(b) & 6(12)

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M. 203170	304464	6170303	56	U	U
S.S.M. 203167	304558	6170212	56	U	U
S.S.M. 203168	304525	6170091	56	U	U
S.S.M. 203169	304594	6170223	56	U	U

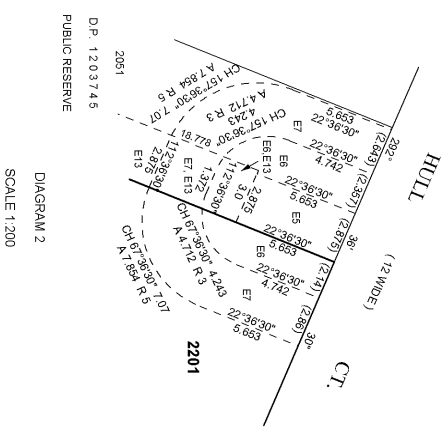
SOURCE'S CLAIMS
COMBINED SCALE FACTOR: 1.000088



- E5 EASEMENT FOR PADMOUNT SUBSTATION VARIABLE WIDTH (DP 1203745)
- E6 RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (DP 1203745) (MO 9)
- E7 RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (DP 1203745) (MO 10)
- E11 EASEMENT FOR UNDERGROUND CABLES 4.5 WIDE
- E12 EASEMENT FOR UNDERGROUND CABLES 4.5 WIDE
- E13 EASEMENT FOR UNDERGROUND CABLES 4 WIDE (DP 1203745)
- E15 EASEMENT FOR ELECTRICITY PURPOSES 9 WIDE (DP 1203745)

SCHEDULE OF SURVEY MARKS
SURVEYING AND SPATIAL INFORMATION REGULATIONS 2017

MARK	EASTING	NORTHING	ZONE	CLASS	SOURCE	METHOD
SSM 180910	304731.1	6170283.2	56	U	SURVEY	TRAV
SSM 180917	304739.3	6170055.3	56	U	SURVEY	TRAV



Surveyor : MATTHEW B. SMITH Date of Survey : 05/09/2017 Surveyor's Ref. : D214326	PLAN OF SUBDIVISION OF LOTS 2053 AND 2059 IN DP 1203745 AND EASEMENTS IN LOT 4002 IN DP 1235539	Registered 20.11.2017	DP1203747
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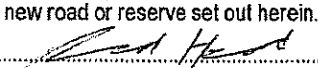
PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Registered:  20.11.2017 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only <div style="text-align: center; font-size: 2em; font-weight: bold;">DP1203747</div> Office Use Only
PLAN OF SUBDIVISION OF LOTS 2053 AND 2059 IN DP 1203745 AND EASEMENTS IN LOT 4002 IN DP 1235539	LGA: SHELLHARBOUR Locality: SHELL COVE Parish: TERRAGONG County: CAMDEN
Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	Survey Certificate I, MATTHEW B. SMITH of CRAVEN, ELLISTON & HAYES (DAPTO) PTY LTD ABN 81 056 544 604 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 05/09/2017 2017 *(b) The part of the land shown in the plan being surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 26/06/2014, the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> . Signature: Dated: 28/9/17 Surveyor ID: 8175 Datum Line: X - Y Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. *Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Subdivision Certificate I, BERNARD HOWARD *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: SHELLHARBOUR CITY COUNCIL Date of endorsement: 7/11/2017 Subdivision Certificate number: SC0082/2017 File number: *Strike through if inapplicable.	Plans used in the preparation of survey/compilation. DP 1203745, DP 1203746, DP 1235539 If space is insufficient continue on PLAN FORM 6A
Statements of intention to dedicate public roads, public reserves and drainage reserves. IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD PIER AVENUE 15.5 WIDE MAST WAY 8 WIDE STARBOARD LANE 8 WIDE AND VARIABLE ANCHORAGE PARADE 15.5 WIDE THE PROMONTORY DRIVE 28 WIDE SUBJECT TO EXISTING EASEMENT FOR ELECTRICITY PURPOSES 9 WIDE (DP1203745) WHARF PARADE 18.5 WIDE HARBOUR BOULEVARD VARIABLE WIDTH	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A Surveyor's Reference: D214326


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only
Registered:  20.11.2017

PLAN OF SUBDIVISION OF LOTS 2053 AND 2059
IN DP 1203745 AND EASEMENTS IN LOT 4002
IN DP 1235539

Office Use Only
DP1203747

Subdivision Certificate number: SC0082/2017
Date of Endorsement: 29/09/2017 7/11/17

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

The COMMON SEAL of
THE COUNCIL OF THE CITY
OF SHELLHARBOUR

was affixed on 10/10 / 2017

Pursuant to a resolution made on
30th of August 2016



Marianne Dalby
Mayor

[Signature]
General Manager/Public Officer

PURSUANT TO SECTION 88B AND 88E OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE

1. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (E1)
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (E2)
4. RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (E3)
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. EASEMENT FOR REPAIRS 0.9 WIDE (E4)
8. EASEMENT FOR OVERHEAD POWER LINES 9 WIDE (E11)
9. EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH (E12)
10. POSITIVE COVENANT
11. RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (E8)
12. RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (E9)
13. EASEMENT FOR REPAIRS 0.45 WIDE (E14)

*STREET ADDRESSES
ARE UNKNOWN AT
THIS TIME*

If space is insufficient use additional annexure sheet

Surveyor's Reference: D214326

ePlan

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

Sheet 1 of 9 Sheets

Plan: **DP1203747**

Plan of Subdivision of Lot 2053 and 2059
 DP1203745 and easements in Lot 4002
 DP1235539 covered by Council's Certificate
 No. ~~444/2013~~ SC0082/2017

Full name and address of the owner of the land:

The Council of the City of Shellharbour
 Lamerton House
 Lamerton Crescent
 Shellharbour City Centre NSW 2529

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for drainage of water 1.5 wide (E1)	2206	2205
		2207	2205 and 2206
		2208	2205 to 2207 inclusive
		2209	2205 to 2208 inclusive
		2210	2205 to 2209 inclusive
		2211	2205 to 2210 inclusive
		2218	2018 to 2022 inclusive DP1203745
		2219	2018 to 2022 inclusive DP1203745, and 2218
		2220	2018 to 2022 inclusive DP1203745, 2218 and 2219
		2221	2018 to 2022 inclusive DP1203745, and 2218 to 2220 inclusive

General Manager / Authorised Person



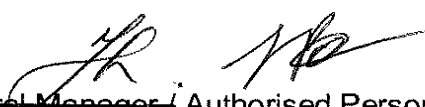
ePlan

Sheet 2 of 9 Sheets

Plan: **DP1203747**

Plan of Subdivision of Lot 2053 and 2059
DP1203745 and easements in Lot 4002
DP1235539 covered by Council's Certificate
No. ~~444/2013~~ SC008212017

		2222	2018 to 2022 inclusive DP1203745, and 2218 to 2221 inclusive
		2223	2018 to 2022 inclusive DP1203745, and 2218 to 2222 inclusive
2	Restriction on the use of land	2201 to 2235 inclusive	The Council of the City of Shellharbour
3	Restriction on the use of land variable width (E2)	Part Lots 2201 and 2202	The Council of the City of Shellharbour
4	Restriction on the use of land variable width (E3)	Part Lots 2203, 2204, 2233 and 2234	The Council of the City of Shellharbour
5	Restriction on the use of land	2201, 2202 and 2235	The Council of the City of Shellharbour
6	Restriction on the use of land	2201, 2202, and 2232 to 2235 inclusive	The Council of the City of Shellharbour


~~General Manager~~ / Authorised Person

ePlan

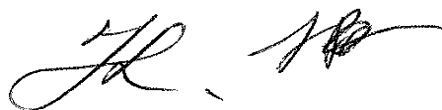
Sheet 3 of 9 Sheets

Plan: **DP1203747**

Plan of Subdivision of Lot 2053 and 2059
 DP1203745 and easements in Lot 4002
 DP1235539 covered by Council's Certificate
 No. 444/2013 SC 0082/2017

7	Easement for repairs 0.9 wide (E4)	2202	2203
		2208	2207
		2209	2208
		2210	2209
		2211	2210
			2212
		2212	2213
		2213	2214
		2214	2215
		2218	2018 DP1203745
		2219	2218
		2220	2219
		2221	2220
		2222	2221
		2223	2222
			2224
		2224	2225
		2225	2226
		2226	2227
		2227	2228
		2228	2229
		2229	2230
		2230	2231
		2235	2234
		2236	2235
8	Easement for overhead power lines 9 wide (E11)	4002 DP1235539	Epsilon Distribution Ministerial Holding Corporation
9	Easement for underground cables variable width (E12)	4002 DP1235539	Epsilon Distribution Ministerial Holding Corporation
10	Positive Covenant	2201, 2202 and 2232 to 2235 inclusive	The Council of the City of Shellharbour

~~General Manager~~ / Authorised Person



ePlan

Sheet 4 of 9 Sheets

Plan: **DP1203747**

Plan of Subdivision of Lot 2053 and 2059
DP1203745 and easements in Lot 4002
DP1235539 covered by Council's Certificate
No. 441/2013 SC00821 2017

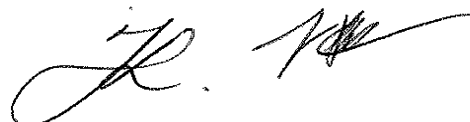
11	Restriction on the use of land variable width (E8)	Part Lots 2201 and 2202	The Council of the City of Shellharbour
12	Restriction on the use of land variable width (E9)	Part Lot 2234, and 2235	The Council of the City of Shellharbour
13	Easement for repairs 0.45 wide (E14)	2201	2204
		2204	2201

Part 2 (Terms)

1. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 2 IN THE PLAN

- (a) No building on any lot burdened shall be used or permitted to be used as an exhibition home or display home or for the purpose of displaying exhibition homes or display homes to the general public.
- (b) No fence can be erected or be permitted to remain on any lot burdened to divide it from any adjoining land owned by The Council of the City of Shellharbour ("Council"), but only during the ownership of that adjoining land by the Council its successors and assigns other than purchasers on sale, without the prior written consent of the Council, but that consent cannot be withheld if that fence is erected without expense to the Council and that consent is deemed to have been given in respect of every fence for the time being erected.
- (c) No building shall be erected or permitted to remain on the lot burdened unless the footings and foundations of the building are in accordance with plans and specifications which have been:
- (i) Prepared by a suitably qualified Structural Engineer, taking into account the requirements and recommendations of Network Geotechnics Report AS2870 Lot Classification and Final Geotechnical Report, Shell Cove Precinct B1 and C1 Stage 3, Lots 2201-2235, 2238 and 2239 dated 19 September 2017 and filed in the offices of The Council of the City of Shellharbour; and ^{12 OCTOBER} ~~19 September~~ M.S.
 - (ii) Approved by The Council of the City of Shellharbour

~~General Manager~~ / Authorised Person



ePlan

Sheet 5 of 9 Sheets

Plan: **DP1203747**

Plan of Subdivision of Lot 2053 and 2059
DP1203745 and easements in Lot 4002
DP1235539 covered by Council's Certificate
No. 411/2013 SC 00821 2017

2. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 3 IN THE PLAN (E2)

No dwelling can be erected or permitted to remain on that part of a lot burdened by this restriction unless that dwelling is designed and constructed with the Minimum Acoustic Attenuation Measures specified in the following table:

Item	Minimum Acoustic Attenuation Measures
Windows and glazed doors on the facades facing Harbour Boulevard and on side facades	6mm glazing fitted with full perimeter acoustic seals (to achieve minimum R_w29) and mechanical ventilation

3. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 4 IN THE PLAN (E3)

No dwelling can be erected or permitted to remain on that part of a lot burdened by this restriction unless that dwelling is designed and constructed with the Minimum Acoustic Attenuation Measures specified in the following table:

Item	Minimum Acoustic Attenuation Measures
First floor windows and glazed doors on the facades facing Harbour Boulevard and on side facades	6mm glazing fitted with full perimeter acoustic seals (to achieve minimum R_w29) and mechanical ventilation

4. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 5 IN THE PLAN

The owner of any lot burdened must not interfere with, damage or alter or permit the interference with, damage to or alteration of any fence or structure constructed on the common boundary of that lot and any public road between points "A" and "B".

~~General Manager~~ / Authorised Person



ePlan

Sheet 6 of 9 Sheets

Plan: **DP1203747**

Plan of Subdivision of Lot 2053 and 2059
DP1203745 and easements in Lot 4002
DP1235539 covered by Council's Certificate
No. 411/2013 SC 0082/2017

5. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 6 IN THE PLAN

The common boundary of any lot burdened and any public road between points "X" and "Y" must not be used as a means of vehicular access to or vehicular egress from that lot.

6. TERMS OF EASEMENT NUMBERED 8 IN THE PLAN (E11)

The terms set out in Memorandum No AK104602 registered at Land & Property Information NSW are incorporated into this document, subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

7. TERMS OF EASEMENT NUMBERED 9 IN THE PLAN (E12)

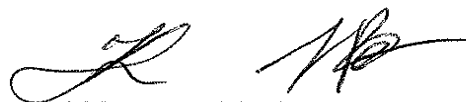
The terms set out in Memorandum No AK104616 registered at Land & Property Information NSW are incorporated into this document, subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

8. TERMS OF POSITIVE COVENANT NUMBERED 10 IN THE PLAN

The owner of any lot burdened must not place bins for collection within Harbour Boulevard or The Promontory Drive.

9. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 11 IN THE PLAN (E8)

No dwelling can be erected or permitted to remain on that part of a lot burdened by this restriction unless that dwelling is designed and constructed with the Minimum Acoustic Attenuation Measures specified in the following table:



General Manager / Authorised Person

ePlan

Sheet 7 of 9 Sheets

Plan: **DP1203747**


Plan of Subdivision of Lot 2053 and 2059
DP1203745 and easements in Lot 4002
DP1235539 covered by Council's Certificate
No. ~~411/2013~~ SC0082/2017

Item	Minimum Acoustic Attenuation Measures
Ground floor windows and glazed doors on the facades facing Harbour Boulevard and on side facades	6mm glazing fitted with full perimeter acoustic seals (to achieve minimum R_w29) and mechanical ventilation
First Floor windows and glazed doors on the facades facing Harbour Boulevard and on side facades	6mm glazing fitted with full perimeter acoustic seals (to achieve minimum R_w29) and mechanical ventilation
First Floor entrance doors on the facades facing Harbour Boulevard	35mm thick solid core timber doors, acoustically sealed around the full perimeter

10. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 12 IN THE PLAN (E9)

No dwelling can be erected or permitted to remain on that part of a lot burdened by this restriction unless that dwelling is designed and constructed with the Minimum Acoustic Attenuation Measures specified in the following table:

Item	Minimum Acoustic Attenuation Measures
First Floor windows and glazed doors on the facades facing Harbour Boulevard and on side facades	6mm glazing fitted with full perimeter acoustic seals (to achieve minimum R_w29) and mechanical ventilation
First Floor entrance doors on the facades facing Harbour Boulevard	35mm thick solid core timber doors, acoustically sealed around the full perimeter


General Manager / Authorised Person

ePlan

Sheet 8 of 9 Sheets

Plan: **DP1203747**

Plan of Subdivision of Lot 2053 and 2059
DP1203745 and easements in Lot 4002
DP1235539 covered by Council's Certificate
No. 444/2013 *20082 / 2017*

Name of person empowered to release, vary or modify easements and restrictions numbered 1, 2, 3, 4, 5, 6, 7, 10, 11, 12 and 13 in the plan.

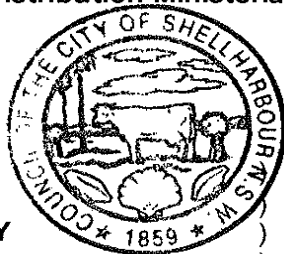
The Council of the City of Shellharbour

Name of person empowered to release, vary or modify easements and restrictions numbered 8 and 9 in the plan.

Epsilon Distribution Ministerial Holding Corporation

THE COMMON SEAL of

THE COUNCIL OF THE CITY
OF SHELLHARBOUR



was affixed on

10/10/ 2017

pursuant to a resolution made on
30 August 2016

Mayor

General Manager / Public Officer

~~General Manager / Authorised Person~~

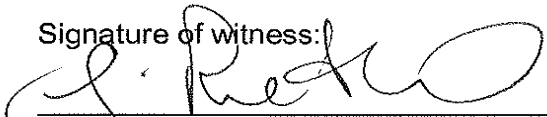
Plan: **DP1203747**

Plan of Subdivision of Lot 2053 and 2059
DP1203745 and easements in Lot 4002
DP1235539 covered by Council's Certificate
No. 411/2013 Sc 6082/2017

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

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

Signature of witness:



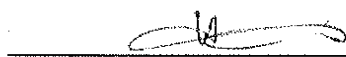
Name of witness:

GEOFFREY RIETHMULLER

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

Helen Smith
Manager Property & Fleet

Power of attorney:

Book 4727 No 524

Signing on behalf of:

Endeavour Energy Network Asset
Partnership ABN 30 586 412 717

Endeavour Energy reference:

URS16023

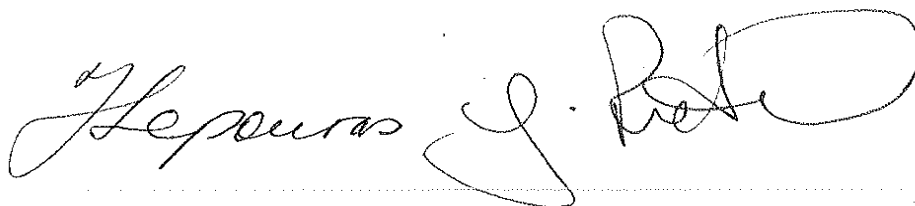
Date of signature:

4 September 2017

REGISTERED



20.11.2017



Applicant:

**MCW Lawyers
Level 1 570 President Avenue
SUTHERLAND NSW 2232**

khalamek-kane@mcwlaw.com.au

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

Applicants Reference: 20242916

Certificate No: PL2512/2024

Print Date: 04 November 2024

LAND DESCRIPTION:

26 Pier Avenue SHELL COVE NSW 2529

Lot 1 DP 1243416

Land ID: 36666

Disclaimer

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

Title Information

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

Inspection of the land

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

.....
PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)

Central Register of Restrictions (CRR) Searches

The CRR is a centralised database where participating organisations (known as authorities) maintain up to date information about possible or actual interests they hold against NSW properties. A CRR interest is not usually noted on title, and therefore will not appear in a standard title search. A specific CRR search is required to identify interests on a particular property. Please see the following link.

Central Register of Restrictions (CRR) - NSW Land Registry Services (nswlrs.com.au)

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 - (Exempt & Complying Development Codes) 2008.

SEPP (Housing) 2021.

SEPP (Biodiversity & Conservation) 2021.

SEPP (Industry & Employment) 2021.

SEPP (Planning Systems) 2021.

SEPP (Primary Production) 2021.

SEPP (Resilience & Hazards) 2021.

SEPP (Resources & Energy) 2021.

SEPP (Transport & Infrastructure) 2021.

SEPP - (Precincts Regional) 2021.

SEPP - (Sustainable Buildings) 2022

.....
Please see the NSW Department of Planning & Environment website
www.planning.nsw.gov.au and Legislation website www.legislation.nsw.gov.au
for details on State Environmental Planning Policies.

1.2 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 State Environmental Planning Policy (Precincts - Regional) 2021 Appendix 5 Calderwood.

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

Technical Policies

Shellharbour Drainage Design Handbook. Council developed and adopted the Shellharbour Drainage Design Handbook. Refer to the following link:
<https://www.shellharbour.nsw.gov.au/plan-and-build/planning-controls-and-guidelines/shellharbour-engineering-code#:~:text=The%20Shellharbour%20Engineering%20Code%20provides%20guidelines%20for%20the,infrastructure%20within%20the%20Shellharbour%20Local%20Government%20Area%20%28LGA%29>

1.3 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 Plans

No exhibited Draft Local Environmental Plans.

Draft State Environmental Planning Policies

Changes to create Low & Mid Rise Housing

The Explanation of Intended Effect (EIE) was publicly exhibited by the Department of Planning and Environment until 23/02/2024. It proposes changes to:

- the E2 Commercial Centre zone; and
- E1 Local Centre zones - but only if they contain a wide range of frequently needed goods and services such as full line supermarkets, shops and restaurants.

.....
It also proposes changes to:

- the R2 Low Density Residential Zone and R3 Medium Density Residential Zone where they are located within a certain distance of:
 - a railway station;
 - the E2 Commercial Centre zone; and
 - E1 Local Centre zones - but only if they contain a wide range of frequently needed goods and services such as full line supermarkets, shops and restaurants.

Please refer to the Department of Planning and Environment website for more information by cut and pasting the following for a search:

Diverse and well-located homes | Planning (nsw.gov.au)

Improving Planning Processes to Deliver Infrastructure Faster (March 2024)

The EIE was publicly exhibited by the Department of Planning, Housing and Infrastructure until 16 April 2024.

The proposed changes include amendments to the SEPP Transport and Infrastructure 2021, SEPP Planning Systems 2021 and SEPP Precincts-Western Parkland City 2021 to streamline the planning approval processes for various infrastructure, transport, education, health, emergency services and environmental management related land uses.

Please refer to the Department of Planning, Housing and Infrastructure website for more information:

<https://www.planningportal.nsw.gov.au/draftplans/exhibition/explanation-intended-effect-improving-planning-processes-deliver-infrastructure-faster>

Complying Development for Farm Buildings, Rural Sheds and Earthworks on Rural Lands.

The Explanation of Intended Effect (EIE) has been prepared by the Department of Planning, Housing and Infrastructure (DPHI).

It proposes changes to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Codes SEPP) for earthworks and farm building provision in the Inland and Rural Housing Codes.

Please refer to the DPHI website for more information:

<https://www.planningportal.nsw.gov.au/draftplans/exhibition/proposed-changes-complying-development-farm-buildings-rural-sheds-and-earthworks>

Exhibited Technical Policies

There are no Exhibited Technical Policies on this land.

.....
1.4 Which proposed development control plans apply to the carrying out of development on the land that is or has been the subject of community consultation or public exhibition?

No exhibited draft Development Control Plans apply to the land.

1.5 In this clause 1.3 and 1.4 do not apply in relation to a proposed environmental planning instrument or a draft development control plan if it has been more than 3 years since the end of the public exhibition for the proposed instrument or draft plan, or for a proposed environmental planning instrument, the Planning Secretary has notified Council that the making of the proposed instrument has been deferred indefinitely or has not been approved

1.6 In this clause, proposed environmental planning instrument means a draft environment planning instrument and includes a planning proposal for a LEP.

2. ZONING AND LAND USE UNDER RELEVANT LEPs

For each environmental planning instrument or draft environmental planning instrument referred to in clause 1 above that includes land in a zone:

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

Shellharbour LEP 2013 - R3 Medium Density Residential.

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

Shellharbour LEP 2013 - R3: Home occupations.

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

Shellharbour LEP 2013 - R3: Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Jetties; Marinas; Mooring pens; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Residential accommodation; Respite day care centres; Roads; Seniors housing; Serviced apartments; Tank-based aquaculture; Water reticulation systems.

2.4 For what purposes is development prohibited within the zone?

Shellharbour LEP 2013 - R3: Pond-based aquaculture; Rural workers' dwellings; Any other development not specified in clause 2.2 or 2.3.

2.5 Whether additional permitted uses apply to land?

Shellharbour LEP 2013 - No.

.....
2.6 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 fixed minimum land dimensions?

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.

2.7 Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?

Shellharbour LEP 2013 - No.

2.8 Is the land in a conservation area?

Shellharbour LEP 2013 - No.

2.9 Is an Item of environmental heritage situated on the land?

Shellharbour LEP 2013 - No.

3. CONTRIBUTIONS

3.1 The name of each contributions plan under the Act, Division 7.1 that applies to the land, including draft contributions plans?

Shellharbour Local Infrastructure Contributions Plan 2019 (9th Review)
(Amendment 1).

3.2 If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 - the name of the region and the name of the Ministerial planning order in which the region is identified.

Environmental Planning and Assessment (Housing and Productivity Contribution)
Order 2023 - Illawarra-Shoalhaven Region

3.3 If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

Not applicable.

4. COMPLYING DEVELOPMENT

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

-
- 4.2 If 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.
- 4.3 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.
- 4.4 If the complying development codes are varied, under that Policy, clause 1.12, in the relation to the land.

Housing Code

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

Rural Housing Code

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

Agritourism and Farm Stay Accommodation Code

Complying development under the Agritourism and Farm Stay Accommodation 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.

Industrial and Business Alterations Code

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

Industrial and Business Buildings Code

Complying development under the Industrial and Business Buildings 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.

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.

5 EXEMPT DEVELOPMENT

- 5.1** If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.16(1) (b1) to (d) or 1.16A.
- 5.2** If exempt development may not be carried out on the land because of the provisions of clauses 1.16(1) (b1) to (d) or 1.16A, the reasons why it may not be carried out under those clauses.
- 5.3** If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of 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 exempt development may or may not be carried out on the land.
- 5.4** If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Exempt development may only be carried out on the land if it complies with State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

.....
6. **AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS**

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

No.

6.2 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.

6.3 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.

6.4 In this clause, affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4 and building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

7. **LAND RESERVED FOR ACQUISITION**

7.1 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.

8. **ROAD WIDENING AND ROAD ALIGNMENT**

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

(a) The Roads Act 1993, Part 3, Division 2?

No.

(b) Any environment planning instrument?

No.

(c) Any resolution of the Council?

No.

.....
9 FLOOD RELATED DEVELOPMENT CONTROLS

9.1 If the land or part of the land within the flood planning area and subject to flood related development controls.

No.

Council has no record indicating that the land may be located within a flood prone 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.

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

No.

Council has no record indicating that the land may be located within a flood prone 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.

9.3 In this section — flood planning area has the same meaning as in the Flood Risk Management Manual.

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

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

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

Is the land affected by an adopted policy that restricts the development of the land because of the likelihood of:

10.1 Landslip

No.

10.2 Bushfire

No.

10.3 Tidal Inundation

No.

10.4 Subsidence

No.

.....
10.5 Acid Sulphate Soils

No.

10.6 Contamination

No.

10.7 Aircraft Noise

No.

10.8 Salinity

No.

10.9 Coastal Hazards

No.

10.10 Sea Level Rise

No.

10.11 Any Other Risk

No.

10.12 In this clause, adopted policy means a policy adopted by the Council or by another public authority, if the public authority has notified the Council that the policy will be included in a planning certificate issued by the Council.

11. BUSH FIRE PRONE LAND

11.1 Is any of the land bushfire prone land as designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bushfire prone land? If none of the land is bushfire prone land, a statement to that effect.

No.

12. LOOSE FILL ASBESTOS INSULATION

12.1 Does the land include any residential premises within the meaning of the Home Building Act 1989, Part 8, Division 1A 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.

.....
13. MINE SUBSIDENCE

13.1 Is the land proclaimed to be a mine subsidence district within the meaning of *Coal Mine* Subsidence Compensation Act 2017?

No.

14. PAPER SUBDIVISION INFORMATION

14.1 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 ballot.

Not applicable.

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

Not applicable.

14.3 Words and expressions used in the clause have the same meaning as in the Environmental Planning & Assessment Regulation, Part 10 and the Act, Schedule 7.

15. PROPERTY VEGETATIONS PLAN

15.1 Does an approval property vegetation plan under the *Native Vegetation Act 2003* Part 4 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 that Act?

No.

16. BIODIVERSITY STEWARDSHIP SITES

16.1 Is the land a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016* Part 5, that council has been made aware of by the Biodiversity Conservation Trust?

No.

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

.....
17. BIODIVERSITY CERTIFIED LAND

17.1 Is the land biodiversity certified land under the *Biodiversity Conservation Act 2016* Part 8?

No.

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

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

18.1 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.

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

19.1 If the Coastal Management Act 2016 applies to the Council, whether the owner, or any previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works?

Not applicable.

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

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

20. WESTERN SYDNEY AEROTROPOLIS

20.1 Chapter 4 of the State Environmental Planning Policy (Precincts – Western Parkland City) 2021 does not apply to the Shellharbour Local Government Area

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

No.

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

22.1 Is there a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which council is aware, in relation to proposed development on the land?

No.

22.2 The period for which the certificate is current is?

Not Applicable.

If there is a certificate, copy of the certificate can be obtained from the Department.

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

No.

22.4 Are there any conditions of development consent in relation to the land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1)?

No.

22.5 In this clause, former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

23. WATER OR SEWERAGE SERVICES

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

Note – A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser

No. This clause does not currently apply within Shellharbour Local Government Area.

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

- (a) Is the land significantly contaminated land within the meaning of the *CLM Act* at the date of this certificate?
- No.
- (b) Is the land subject to a management order within the meaning of the *CLM Act* at the date of this certificate?
- No.
- (c) Is the land the subject of an approved voluntary management proposal within the meaning of the *CLM Act* at the date of this certificate?
- No.
- (d) Is the land the subject of an ongoing maintenance order within the meaning of the *CLM Act* at the date of this certificate?
- No.
- (e) Is the land the subject of a site audit statement within the meaning of the *CLM Act* (such a statement having been provided to Council at any time)?
- No.

PART B: NOTATIONS

There are no Part B notations on this property.

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

NOTE:

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

.....
Endangered Ecological Community & Threatened Species.

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

Other Items

Planning Agreement-Sec 93F EPA.
No Planning Agreement Sec 93F of the EPA Act 1979 apply to the land.

Filling

This lot is burdened by minor filling. The filling is for the road formation only and was conducted under controlled conditions. Contact Council's Department of Development and Technical Services should you require further information.
Council's records show that during the course of subdivision the subject land has been filled or partially filled under controlled conditions. This information was accurate at the time of subdivision release and Council suggests that when construction on lots has started the lot classification may change from the original advice. The services of a suitably qualified Consulting Engineer should be obtained.

Flooding

Other than any part of the land which may experience some water inundation as a result of the creation of stormwater detention basins or channels or flow paths in the course of development of the land, Council has no record indicating that the land may be located within a flood prone 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.

Precinct Development Strategy

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

Development Consents Relating To The Land

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

Constraints

An approved quarry operates between Shell Cove and Bass Point. This property is NOT within the Mineral Resource Transition Area as identified in Shellharbour LEP 2013.

Information regarding loose-fill asbestos insulation

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

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

Shellharbour LEP 2013 includes a Floor Space Ratio Map and this Map applies to this land. See Shellharbour LEP 2013 written instrument and maps for details.

Shellharbour LEP 2013 includes a Maximum Building Height Map and this Map applies to this land. See Shellharbour LEP 2013 written instrument and maps for details.

Shellharbour Local Strategic Planning Statement

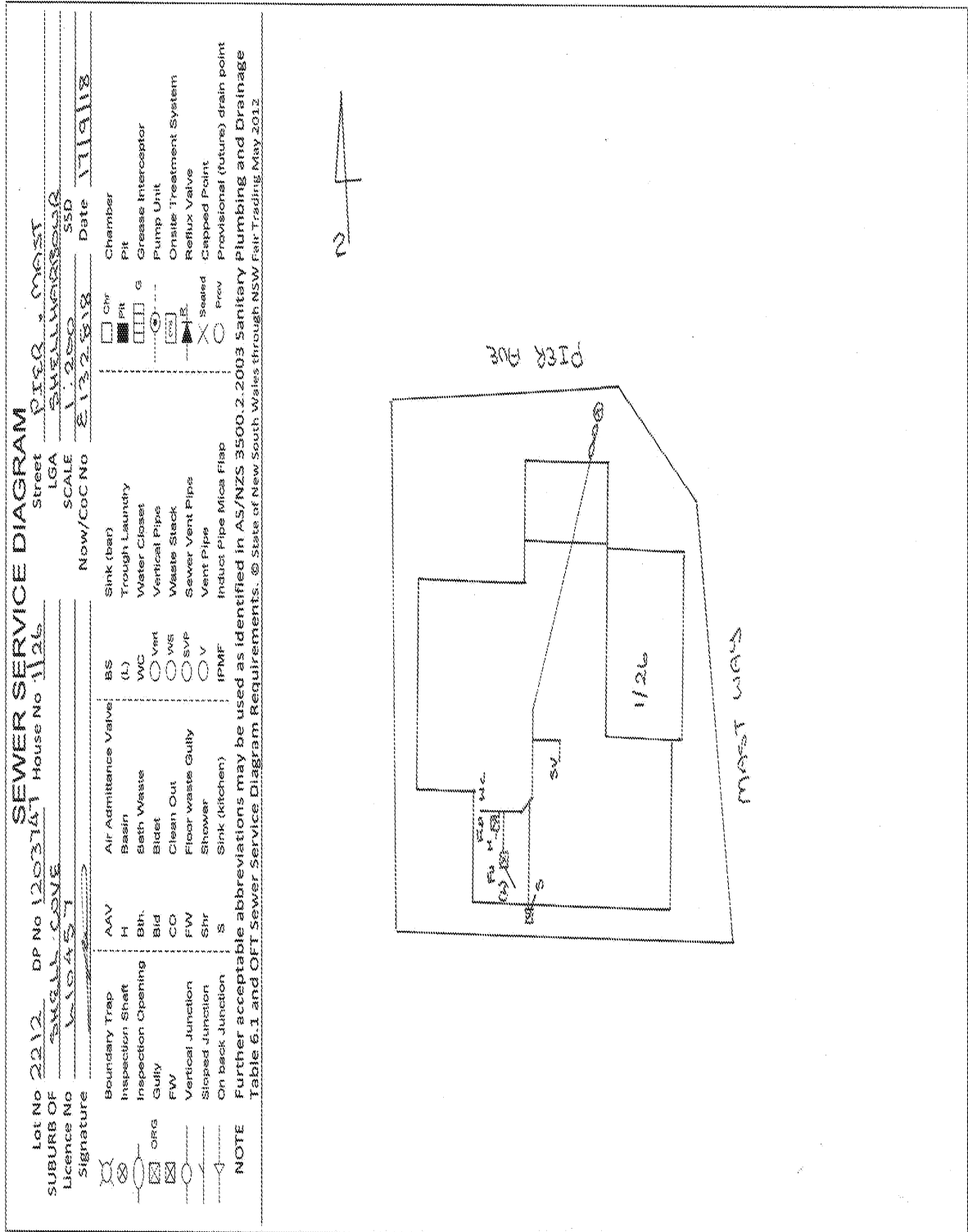
The Shellharbour Local Strategic Planning Statement (LSPS) provides details on which Council will base land use planning decisions, including future land use planning and management of growth in Shellharbour City. The LSPS applies to all land within Shellharbour City Local Government Area.

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

Authorised by:
Mike Archer
Chief Executive Officer

Sewer Service Diagram

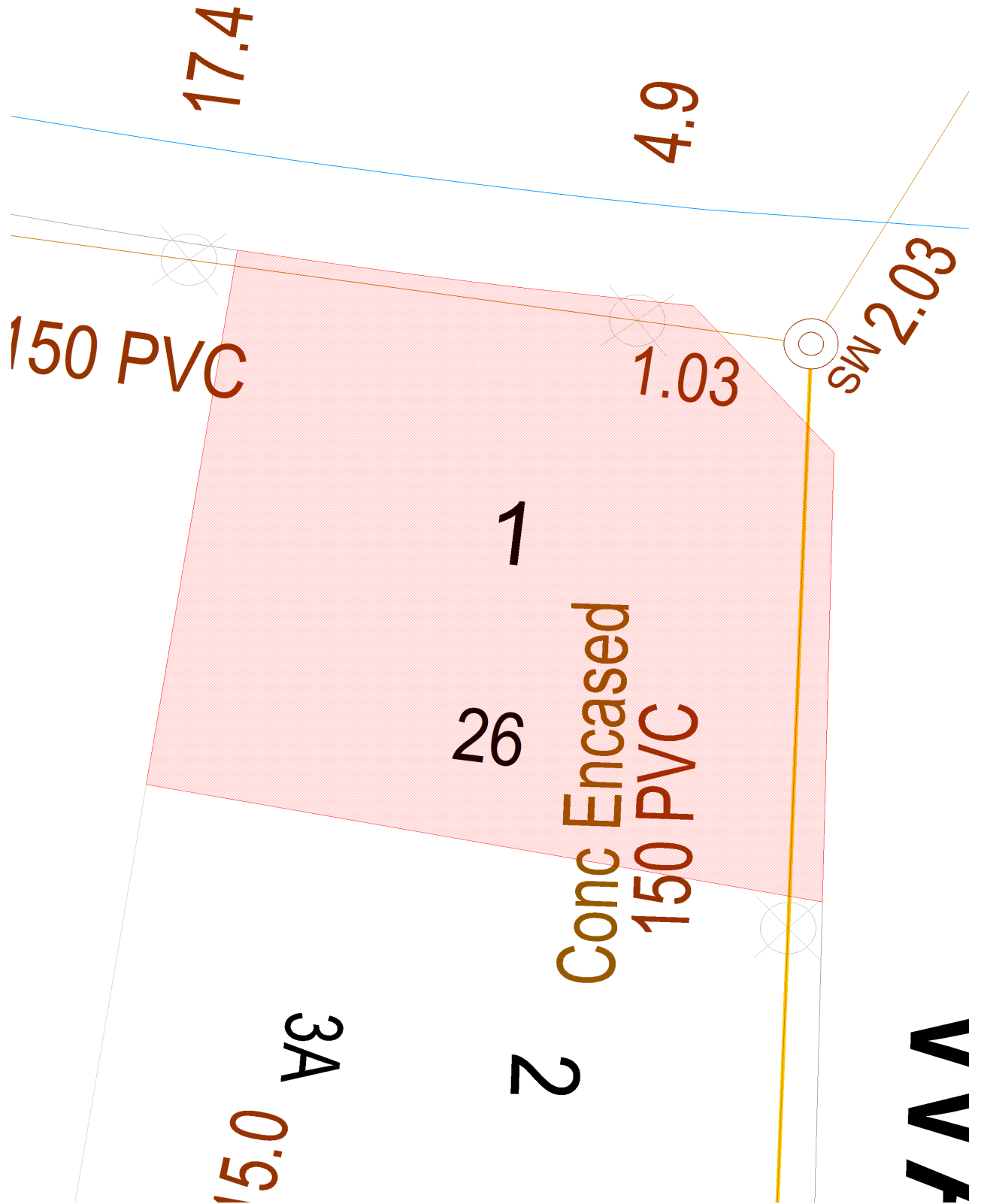
Application Number: 8003854638



Disclaimer

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

Service Location Print
Application Number: 8003854637



Document generated at 01-11-2024 03:21:14 PM

Disclaimer

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

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

Certificate in respect of insurance for residential building work

Policy No:

Policy Date:

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

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period.
In respect of	
Description of construction as advised by builder^	
At	
Site plan number^	
Site plan type^	
Homeowner	
Carried out by	
Licence number	
Builder job number^	
Contract amount^	
Contract date^	
Premium paid	
Cost of additional products or services under contract	Nil - no additional services.
Price (including GST and Stamp Duty) <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract</small>	

^Additional information

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

Certificate No:

Issued on:



Signed on behalf of the insurer

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

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

icare™ HBCF

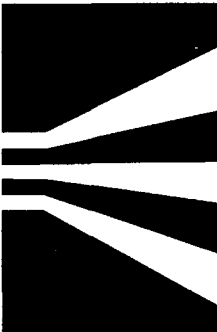
IMPORTANT NOTICE

This document has been digitally signed

This document has been approved as part of a Development Certificate issued in accordance with the provisions of the Environmental Planning and Assessment Act, 1979 (as amended).

In making this determination the document has been digitally signed.

occ 0967/2019

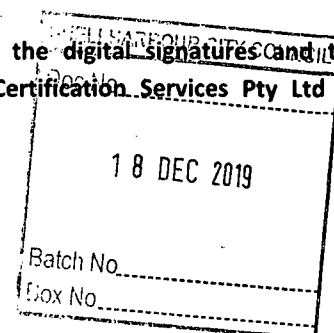


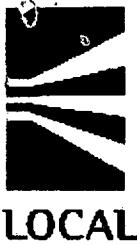
Digitally Signed
Ref: 8038475
Michael Hardy (BPB0772) - Date: 17/12/2019
Final Occupation Certificate

The following are important facts relating to documents and files that have been digitally signed:

- The use of digitally encrypted signatures has been introduced by Local Certification Services Pty Ltd because they provide greater security in verifying the authenticity of documents and files than conventional means of stamping.
- Digital signatures are issued and validated by an independent and legally recognised Certificate Authority.
- A valid digital signature verifies that the content of the document or file has not been altered since the digital signature was applied.
- The digital signature has been applied by the Accredited Certifier that has approved the subject Development Certificate and verifies that the document or file was signed by the person to whom the digital signature was issued.
- A valid digital signature verifies that the file and the content of the entire document or file is the same as that issued by the Accredited Certifier at the time of the Development Certificate was applied (i.e. not just the page on which it appears).
- Any alteration of the document or file that carries this digital signature will render this document or file invalid and the signatory to this document or file must be contacted personally in order to obtain a replacement copy. The replacement of a digitally signed document may incur an additional fee.
- The digital signature can be validated by most popular PDF document readers. If you have problems verifying signatures please check that in your pdf reader preferences that you allow it to trust root certificates installed in Windows to verify digital signatures. Some pdf readers only trust certificates issued by their own certificate authority as a default setting.

Should you require any additional information in relation to the use of the digital signatures and this Development Certificate or any related documents please contact Local Certification Services Pty Ltd on Ph: 1300 368 534 during regular business hours on weekdays.





Final Occupation Certificate

CERTIFICATE NUMBER: 8038475

Issued under the Environmental Planning and Assessment Act 1979

SUBJECT LAND:

LOT: 2212
DP: 1203747
26 PIER AVENUE
SHELL COVE
NSW 2529

DESCRIPTION OF WORK:

DUAL-OCCUPANCY

LIMITATIONS AND/OR EXCLUSIONS:

BUILDING CLASSIFICATION:

1a

In accordance with the procedure outlined in Clause 151 of the Environmental Planning and Assessment Regulation 2000, the application for this Final Occupation Certificate has been determined as **approved**.

In making this determination, I hereby certify that:

- Development Consent No: 0054/2018 dated 17/05/2018 issued by Shellharbour City Council is in force with respect to the building.
- Construction Certificate No: 8038475 dated 24/07/2018 has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
- Where required, a fire safety certificate has been issued for the building.
- Where required, a report from the Fire Commissioner has been considered.

DOCUMENTS ACCOMPANYING THE APPLICATION:

Certificate of Structural Adequacy for Piers & Slab - Units 1 & 2
 Water Efficiency Approval
 Plumbing & Drainage Certificate
 Stormwater Drainage Diagram - Units 1 & 2
 Pest Control Certificates - Units 1 & 2
 Final Identification Survey - Units 1 & 2
 Waterproofing Installation Certificate - Unit 2
 Manufacturers Certificate for Glazing (Shower Screens)
 Smoke Alarm Installation Certificate
 Certificate of Insulation - Unit 1
 Certificate of Insulation - Unit 2
 Certificate of Installation of BASIX Requirements
 Waterproofing Installation Certificate - Unit 1
 Record of Critical Stage Inspections
 Waste Management Document

Waste Management - Removal of spoil
 Works as Executed Drawings
 Record of Critical Stage Inspections

Paid by CHEQUE <input checked="" type="checkbox"/>	E.F.T <input type="checkbox"/>	CASH <input type="checkbox"/>
Amount \$ 86 -	Rec. No. 724506	
DATE 18/12/19	Account No.	

Certificate Issued By

Michael Hardy

BPB0772

on behalf of Local Certification Services Pty Ltd ABC7

17 Dec 2019

Date of Certificate

Digitally Signed

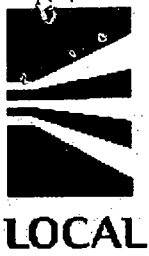
Ref: 8038475

Doc ID: 4CA92EF

Michael Hardy (BPB0772) - Date: 17/12/2019

Final Occupation Certificate





RECORD OF MANDATORY INSPECTIONS

P.O. Box 423
FAIRY MEADOW NSW 2519
P: 1300 368 534
F: 02 4284 4208
E: info@localgroup.com.au

**Development
Consent Number:** 0054/2018

**Development
Certificate Number:** 8038475

Our Reference: 8038475

Subject Land: Lot: 2212 D.P.: 1203747
26 Pier Avenue
SHELL COVE NSW 2529

In accordance with the requirements of Clause 151(2)(d) of the Environmental Planning and Assessment Regulations 2000, this document is to serve as a record of the "critical stage inspections" carried out in relation to the development. Schedule "A" includes all inspections referred to in Clause 151(2)(d)(i - iii) of the Regulations.

This documentation is to accompany any Occupation Certificate issued in relation to this development but is not to be misconstrued as a Compliance Certificate. Should additional information be required in relation to this matter, please contact the undersigned during normal business hours.

SCHEDULE "A"

<u>Date of Activity</u>	<u>Type of Activity</u>	<u>Result</u>	<u>Accredited Certifier</u>
30/08/2018	Commencement	Satisfactory	Michael Hardy BPB0772
30/08/2018	Pier Inspection	Satisfactory (Minor issues)	Michael Hardy BPB0772
7/09/2018	Slab Inspection	Satisfactory (Minor issues)	Mitchell Barnes BPB2223
17/09/2018	Stormwater Inspection	Satisfactory (Minor issues)	Mitchell Barnes BPB2223
5/04/2019	Framework Inspection	Satisfactory	Michael Hardy BPB0772
20/05/2019	Wet Area Inspection	Satisfactory (Minor issues)	Michael Hardy BPB0772
24/09/2019	Final (Preliminary) Inspection	Defective ---> Issues Resolved	Michael Hardy BPB0772
4/11/2019	Reinspection (Final Preliminary Inspection)	Defective ---> Issues Resolved	James King BPB2869
17/12/2019	Final Inspection	Satisfactory	Michael Hardy BPB0772

Certificate Issued By
Michael Hardy
BPB0772

on behalf of Local Certification Services Pty Ltd ABC7



RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Khaldoun Badawy and Sanaa Salama**
Purchaser:
Property: **26 Pier Avenue, Shell Cove NSW 2529**
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a

- copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- (f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?

23. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 24.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the Property?
25. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

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

Requisitions and transfer

27. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
28. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
29. If any document required for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
30. If the vendor holds a certificate of title, it must be delivered to the purchaser immediately after completion or as directed by the purchaser, in accordance with the Contract.
31. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
32. The purchaser reserves the right to make further requisitions prior to completion.
33. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

34. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.
 - (d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?
 - (e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.