

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:
co-agent		
vendor	KHALDOUN BADAWY AND SANAA SALAMA 55 The Circuit, Shellharbour, 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: chart@mcwlaw.com.au kmathieson@mcwlaw.com.au Ref: CHKM:KHK:109296-30
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	26A COWRIES AVENUE, SHELL COVE NSW 2529 Registered Plan: Lot 1 Plan DP 1232500 Folio Identifier 1/1232500	
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies	
improvements	<input 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 checked="" type="checkbox"/> other: duplex	
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 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 type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input 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 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 trustees 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, Shellharbour NSW 2529

Supplier's representative:

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 checked="" 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:

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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.

26A COWRIES AVE, SHELL COVE 2529

CONDITIONS OF SALE BY AUCTION

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

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

1. The following conditions are prescribed as applicable to and in respect of the sale by auction for land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

2. The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land;
 - (a) All bidders must be registered in the Bidders Record and display as identifying number when making a bid;
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller;
 - (c) When making a bid on behalf of the seller or accepting a bid by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

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 three hundred and thirty dollars (\$330.00)(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. 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.

43. 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.

44. 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.

45. 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.

46. 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 \$110.00 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.

47. 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.

48. 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 \$330.00 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.

49. 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.

50. COVID-19 CORONAVIRUS

For the benefit of both parties, should the Vendor:

- (a) Contract the Covid-19 Coronavirus; or
- (b) Be placed in isolation in the property; or
- (c) Be directed to self-isolate in the property; or
- (d) Need to care for an immediate member of their household or family in the property who is directly affected by matters (a) – (c) above;

Then the parties agree that the following provisions shall apply:

- (e) The other party cannot issue a Notice to Complete on that party until such time that the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property;
- (f) The party seeking the benefit of this clause must provide suitable documentation as evidence of the need for isolation immediately upon diagnosis;
- (g) Completion shall take place within seven (7) days from the date of which the party is permitted to leave the property – to a maximum of 28 days from receipt of suitable documentation as mentioned in (f) above;
- (h) It is an essential term of this contract that if the vendor is seeking the benefit of this clause, they shall thoroughly disinfect the property prior to completion. For the purposes of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters, exhaust fans for bathroom/toilets, exhaust fan for kitchen rangehood and use disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances, and mop hard surface floors.



FOLIO: 1/1232500

SEARCH DATE	TIME	EDITION NO	DATE
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10/3/2023	3:56 PM	1	21/8/2017

LAND

LOT 1 IN DEPOSITED PLAN 1232500
AT SHELL COVE
LOCAL GOVERNMENT AREA SHELLHARBOUR
PARISH OF TERRAGONG COUNTY OF CAMDEN
TITLE DIAGRAM DP1232500

FIRST SCHEDULE

KHALDOUN BADAWY
SANAA SALAMA
AS JOINT TENANTS

SECOND SCHEDULE (11 NOTIFICATIONS)

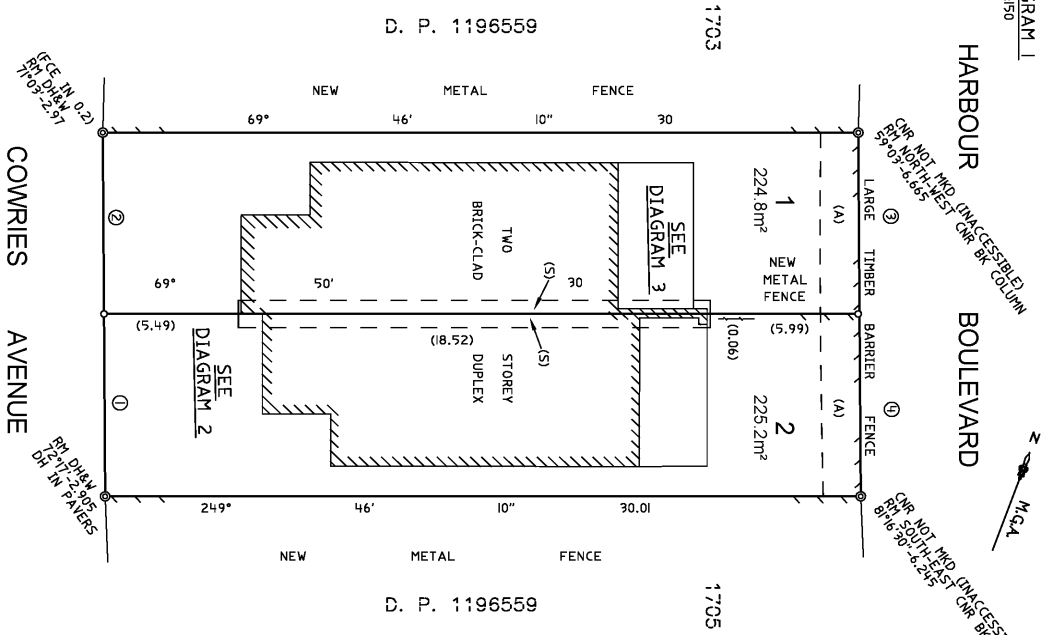
- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1060491 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT
- 3 DP1076113 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1126990 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1196559 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1196559 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1196559 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 8 DP1196559 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 9 AJ382385 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- 10 DP1232500 EASEMENT FOR SUPPORT 0.3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1232500 EASEMENT FOR SUPPORT 0.3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

DIAGRAM 1
H150



HARBOUR BOULEVARD

COWRIES AVENUE

D. P. 1196559

D. P. 1196559



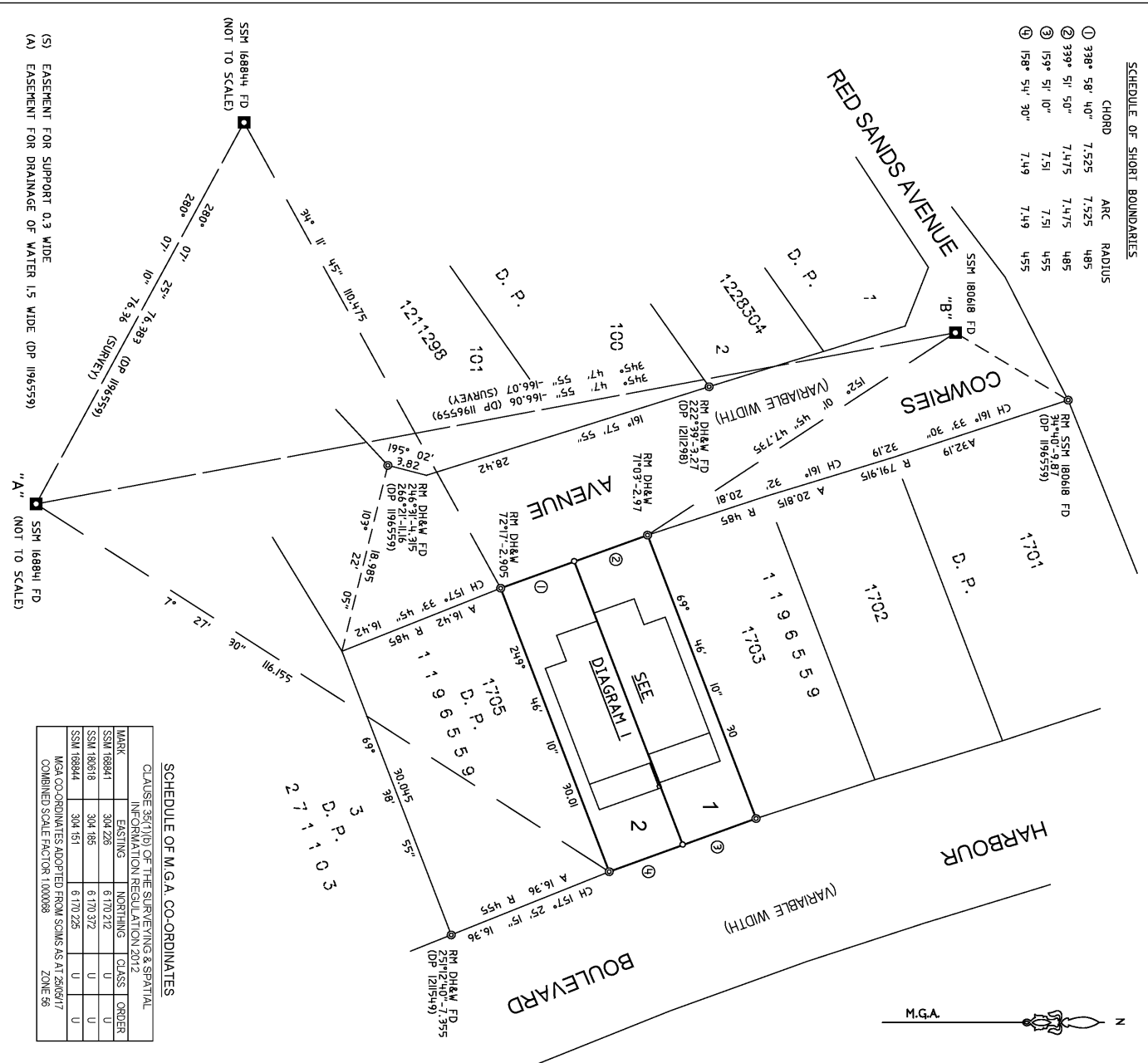
CAR NOT TO BE ON ACCESSIBLE CURB BK COLUMN
 8.16.20-12.24.5

CAR NOT TO BE ON ACCESSIBLE CURB BK COLUMN
 8.16.20-12.24.5

SCHEDULE OF SHORT BOUNDARIES

CHORD	ARC	RADIUS
① 338° 58' 40"	7.525	485
② 339° 51' 50"	7.475	485
③ 159° 51' 10"	7.51	455
④ 158° 54' 30"	7.49	455

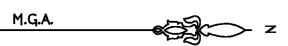
(S) EASEMENT FOR SUPPORT 0.3 WIDE
 (A) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP 1196559)



RED SANDS AVENUE

COWRIES AVENUE

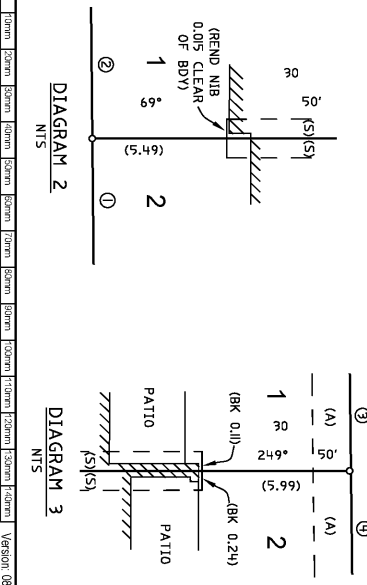
HARBOUR BOULEVARD



SCHEDULE OF M.G.A. CO-ORDINATES

MARK	EASTING	NORTHING	CLASS	ORDER
SSM 188841	304 226	6 170 212	U	U
SSM 188818	304 185	6 170 372	U	U
SSM 188844	304 151	6 170 225	U	U

M.G.A. CO-ORDINATES ADOPTED FROM SCANS AS AT 28/06/17
 COMBINED SCALE FACTOR 1.000088



Surveyor:
 Date of Survey:
 Surveyor's Ref:

PAUL JAMES HELLIVY
 of LandTeam 42867065
 02-06-2017
 207383 POLICY 3

PLAN OF SUBDIVISION OF LOT 1704 IN D.P. 1196559

LGA: SHELLHARBOUR
 Locality: SHELL COVE
 Subdivision No: SC00662017

Registered
 21.8.2017
 DP1232500



PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Registered:  21.8.2017 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only Office Use Only <h1 style="text-align: center;">DP1232500</h1>
PLAN OF SUBDIVISION OF LOT 1704 IN DP 1196559	LGA: SHELLHARBOUR Locality: SHELL COVE Parish: TERRAGONG County: CAMDEN
<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:	<p style="text-align: center;">Survey Certificate</p> I, Paul James Reilly of LandTeam (42 967 055) PO Box 353, Warilla 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 2/6/17. *(b) The part of the land shown in the plan (*being/*excluding ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... 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: 15-6-2017 Surveyor ID: 8375 Datum Line: 'A' - 'B' 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.
<p style="text-align: center;">Subdivision Certificate</p> I, <u>Luke Preston</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: <u>Shellharbour City Council</u> Date of endorsement: <u>09/07/2017</u> Subdivision Certificate number: <u>SC 0058/2017</u> File number: *Strike through if inapplicable.	Plans used in the preparation of survey/compilation. DP1196559 DP1211549 DP1211298 DP1203745 DP1228304 If space is insufficient continue on PLAN FORM 6A
Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A Surveyor's Reference: 207383 POLICY 3


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered:  21.8.2017 Office Use Only

Office Use Only

DP1232500

PLAN OF SUBDIVISION OF LOT 1704 IN
 DP 1196559

- 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: 50056/2017
 Date of Endorsement: 05/07/2017

CLAUSE 60, SURVEYING & SPATIAL INFORMATION REGULATION 2012

Lot	Street Number	Street Name	Street Type	Locality
1	26A	Cowries	Avenue	Shell Cove
2	26	Cowries	Avenue	Shell Cove

Pursuant to Section 88B of the Conveyancing Act 1919, it is intended to create;

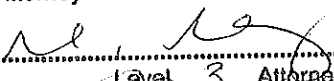

1. Easement for Support 0.3 Wide;


 KHALDOUN BADAWY


 SANAA SALAMA

Consented to by National Australia Bank Limited
 as mortgagee under mortgage No. AJ382385

Mortgagee under Mortgage No. AJ382385
 Signed at Wollongong this 28th day of July 2017 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


 Level 3 Attorney

 Witness/Bank Officer
 Madleen Drawing
 118 Princes Highway
 FAIRY MEADOW NSW 2519

If space is insufficient use additional annexure sheet

Surveyor's Reference: 207383 POLICY 3

**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 3)

Plan DP1232500

Plan of Subdivision of
Lot 1704 in DP 1196559
Covered by Subdivision
Certificate No. SC 0056/2017

**Full name and address of
owners of the land**

Khaldoun Badawy
55 The Circuit
FLINDERS NSW 2529

PART 1 (CREATION)

Item No.	Identity of easement to be created and referred to in the plan	Burdened Lots or Authority	Benefited Lots or Authority
1.	Easement for Support 0.3 Wide	1 2	2 1

PART 2 (TERMS)

1. Terms of Easement numbered 1 in the plan

1. The owner of the lot benefited may;
 - (i) use the part of the lot burdened by this easement designated "easement for support 0.3 wide" on the plan (the burdened land) and the wall erected on the burdened land as a common wall to have the whole wall continued so that each building supported and sheltered by it has the support and shelter of the whole wall;
 - (ii) for the purposes of (i) do anything reasonably necessary including entering upon and authorising others to enter upon the lot burdened with materials, tools, equipment, machinery or vehicles doing work, inspecting, repairing, maintaining or renewing the wall.
2. In exercising the powers under clause 1 the owner of the lot benefited must:
 - (i) except in the case of emergency, give the occupier of the lot burdened not less than seven (7) days notice in writing of the intended entry upon the lot burdened; and
 - (ii) ensure all work is done properly; and

K.

(Sheet 2 of 3)

Plan **DP1232500**

Plan of Subdivision of
Lot 1704 in DP 1196559
Covered by Subdivision
Certificate No. *SC 0056/2017*

- (iii) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- (iv) cause as little damage as is practicable to the lot burdened and any improvements on it; and
- (v) restore the lot burdened as nearly as is practicable to its former condition; and
- (vi) make good any collateral damage.

3. The expression “owner of the lot benefited” where used in the terms of this easement includes:

- (i) any person entitled to possession of the whole of the lot benefited or any person authorised by such a person; and
- (ii) any person entitled to possession of any part of that lot which is capable of benefiting from the easement or any person authorised by such a person.

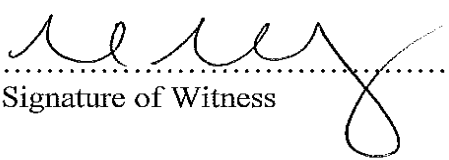


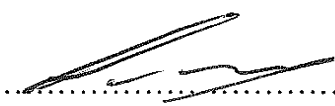
(Sheet 3 of 3)

Plan **DP1232500**

Plan of Subdivision of
Lot 1704 in DP 1196559
Covered by Subdivision
Certificate No. SC 0056/2017

Signed in my presence by KHALDOUN BADAUWY AND SANAA SALAMA
who are personally known to me


.....
Signature of Witness


.....
KHALDOUN BADAUWY

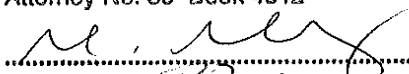
MARCIA MURPHY
.....
Name of Witness (BLOCK LETTERS)

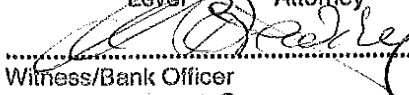

.....
SANAA SALAMA

118 PRINCES HIGHWAY
.....
Address of Witness FAIRY MEADOWS

Consented to by **NATIONAL AUSTRALIA BANK LIMITED** as
Mortgagee under Mortgage No. **AJ382385**.

Mortgagee under Mortgage No. **AJ382385**
Signed at **Qld** on this **28th** day of
JULY 20**17** 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

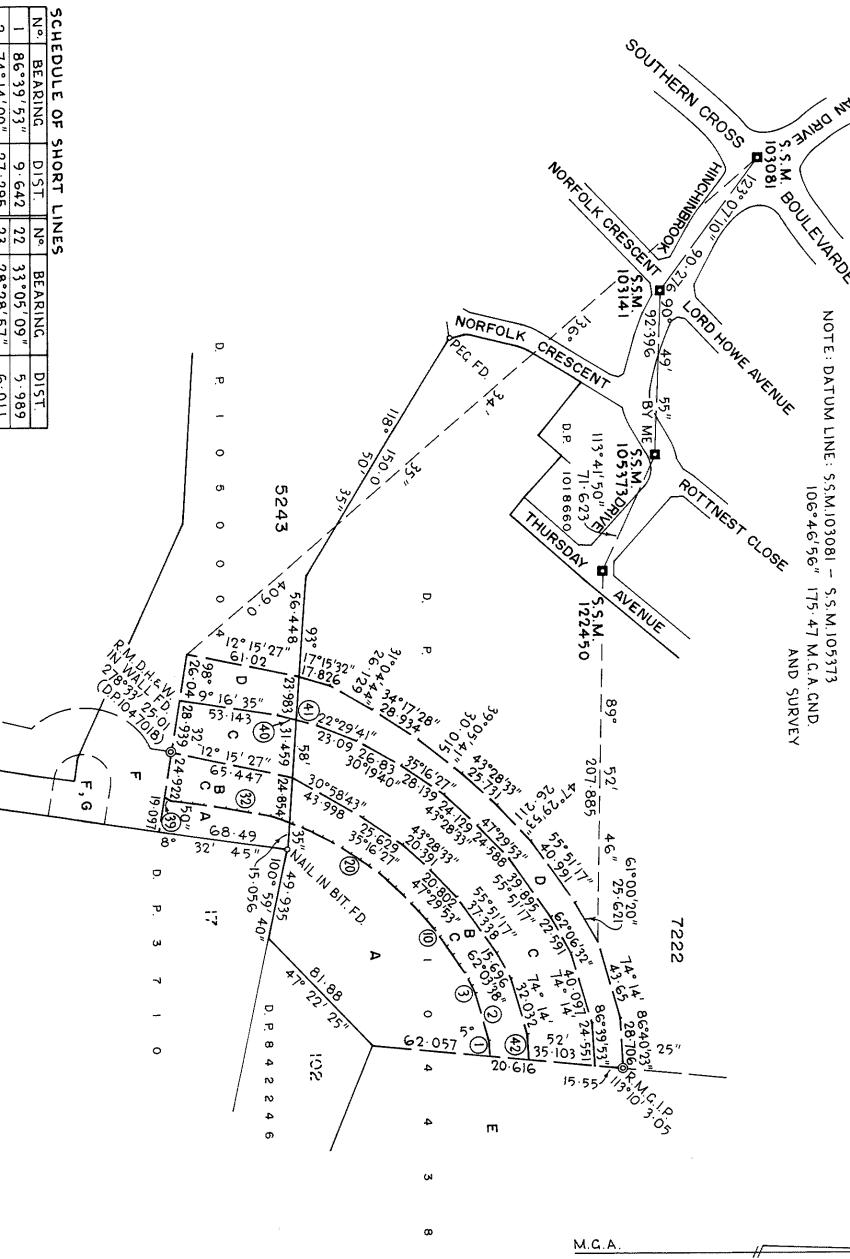

.....
Level Attorney


.....
Witness/Bank Officer
Madleen Drewing
118 Princes Highway
FAIRY MEADOWS NSW 2519



COMMON SEAL OF THE COUNCIL OF THE CITY OF SHELLHARBOUR was affixed on the 20 day of OCTOBER 2003 pursuant to a resolution made on the 20 day of MAY 2003

Mayor
General Manager



SCHEDULE OF SHORT LINES

N ^o	BEARING	DIST	N ^o	BEARING	DIST
1	86°39'53"	9.642	22	3°05'09"	5.989
2	74°14'00"	27.295	23	28°28'57"	6.011
3	69°19'51"	4.639	24	28°35'43"	5.990
4	61°01'58"	3.936	25	23°08'32"	5.826
5	61°01'53"	3.948	26	23°13'24"	6.002
6	55°10'00"	6.012	27	21°07'56"	4.240
7	57°39'08"	5.988	28	21°07'56"	4.240
8	56°19'18"	5.989	29	19°33'04"	6.046
9	56°41'06"	5.992	30	10°46'52"	6.012
10	57°24'43"	5.991	31	10°19'46"	6.012
11	50°51'30"	5.995	32	10°44'01"	5.988
12	47°54'28"	6.026	33	10°22'30"	5.989
13	46°51'57"	5.998	34	10°16'28"	5.999
14	47°39'22"	5.997	35	9°07'16"	6.005
15	44°39'22"	5.989	36	8°00'14"	6.013
16	42°48'26"	6.011	37	7°55'03"	5.973
17	42°46'09"	6.016	38	7°40'40"	6.009
18	35°46'49"	6.016	39	28°07'19"	3.426
19	35°03'25"	5.998	40	15°16'11"	9.731
20	35°22'14"	5.998	41	15°16'11"	11.613
21	34°46'58"	6.002	42	86°39'53"	15.158

SCHEDULE OF SURVEY MARKS AT 11 SEPT. 2003 SOURCE: S.C.M.S.

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S5M 103081	303 421.5886	6 170 058.986	56	C	4
S5M 103141	303 497.200	6 170 009.660	56	C	4
S5M 105373	303 589.592	6 170 008.320	56	C	4

COMBINED SCALE FACTOR: 1:100007

PLAN APPROVED Crown Lands Office Approval
 Authorised Officer
 Land District
 Paper No.
 Field Book

Subdivision Certificate
 Certify that the provisions of s. 104 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed...
 (insert subdivision or new road)

Authorised Person/General Manager/Accredited Certifier
 Consent Authority
 Date of endorsement
 Accreditation No.
 Subdivision Certificate No.
 The No.
 When the plans is to be lodged electronically in the Land Titles Office it should include a signature in an electronic or original form approved by the Registrar-General.
 *Delete whichever is inapplicable

SCHEDULE OF RESTRICTIONS ON THE USE OF LAND

- RESTRICTION ON THE USE OF LAND
- RESTRICTION ON THE USE OF LAND
- RESTRICTION ON THE USE OF LAND
- RESTRICTION ON THE USE OF LAND (D.P.10443920)
- RESTRICTION ON THE USE OF LAND (D.P.1047018)
- RESTRICTION ON THE USE OF LAND (D.P.1047018)

NOTE: LOTS 5243 AND 7222 ARE AFFECTED BY:
 RIGHT OF CARRIAGEWAY VARIABLE WIDTH (D.P.267330)

PLAN OF RESTRICTIONS ON THE USE OF LAND WITHIN LOT 5243 IN D.P.1050004 AND LOT 7222 IN D.P.1044382

Lengths are in metres. Reduction Ratio 1:2000

L.G.A.: SHELLHARBOUR
 Locality: SHELL COVE
 Parish: TERRAGOON
 County: CAMDEN

This is sheet 1 of any plan in sheets.
 (Delete if inapplicable)

Surveying (freelance) Regulation 2001
 1. MATTHEW BRUCE SMITH
 of CRAMER ELLISTON BAYNES (PART) PTY LTD.
 a surveyor registered under the Surveying Act 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Act 2002 and the Surveying (freelance) Regulation 2001.
 The survey relates to RESTRICTION ON THE USE OF LAND.
 (Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)
 Signature: M. Bruce Smith Date: 1.10.2003
 Surveyor registered under the Surveying Act 2002
 Datum: Line S5M 103081 - Type: Monumental
 S5M 105373

Plans used in preparation of survey/compilation
 D.P.1043482
 D.P.1047018
 D.P.1050004

ABN: 81 086 544 604

NOTE: FOR USE ONLY for statements of intention to dedicate public lands to create public reserves, change reserves, assignments, restrictions on the use of land or positive covenants.

Registered: 21.10.2003
 Title System: TORRENS
 Purpose: EASEMENT
 Ref. Map: W8270-8
 D.P.1044382
 Last Plan: D.P.1050004

**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 2 Sheets

DP1060491

Plan of restriction on the use of land within Lot
5243 in DP 1050004 and Lot 7222 in DP
1044382

**Full name and address of
Proprietor of 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	Restriction on the use of land	5243/1050004 7222/1044382	22/1010797
2	Restriction on the use of land	5243/1050004 7222/1044382	22/1010797
3	Restriction on the use of land	5243/1050004 7222/1044382	22/1010797
4	Restriction on the use of land	5243/1050004 7222/1044382	22/1010797

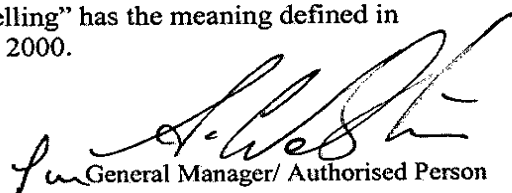
Part 2 (Terms)

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

- (a) No dwelling can be erected or permitted to remain on that part of a lot burdened which is affected by this restriction.
- (b) For the purposes of this restriction "dwelling" has the meaning defined in Shellharbour Local Environmental Plan 2000.

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

- (a) No dwelling can be erected or permitted to remain on that part of a lot burdened which is affected by this restriction unless that dwelling is designed and constructed as a single storey dwelling.
- (b) For the purposes of this restriction "dwelling" has the meaning defined in Shellharbour Local Environmental Plan 2000.


General Manager/ Authorised Person

DP1060491

Plan of restriction on the use of land within Lot
5243 in DP 1050004 and Lot 7222 in DP
1044382

3. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 3 IN THE PLAN

- (a) No dwelling can be erected or permitted to remain on that part of a lot burdened which is affected by this restriction unless that dwelling is designed and constructed to reduce the noise within that dwelling emanating from traffic using the Quarry Haul Road to not more than 40dB(a)_{L_{eq}}.
- (b) For the purposes of this restriction:
 - (i) "dwelling" has the meaning defined in Shellharbour Local Environmental Plan 2000; and
 - (ii) "Quarry Haul Road" means the land shown as RIGHT OF CARRIAGEWAY VARIABLE WIDTH in Deposited Plan 267330.

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

- (a) No dwelling can be erected or permitted to remain on that part of a lot burdened which is affected by this restriction unless that dwelling is designed and constructed to reduce the noise within the second storey of that dwelling emanating from traffic using the Quarry Haul Road to not more than 40dB(a)_{L_{eq}}.
- (b) For the purposes of this restriction:
 - (i) "dwelling" has the meaning defined in Shellharbour Local Environmental Plan 2000; and
 - (ii) "Quarry Haul Road" means the land shown as RIGHT OF CARRIAGEWAY VARIABLE WIDTH in Deposited Plan 267330.

THE COMMON SEAL of THE COUNCIL)
 OF THE CITY OF SHELLHARBOUR)
 was affixed on 2 October 2003)
 pursuant to a resolution made on)
 20 May 2003)

[Signature]

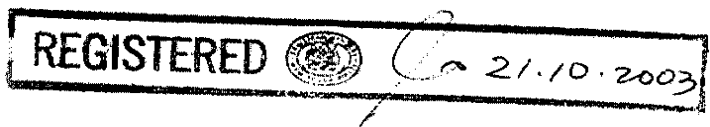
 Mayor

[Signature]

 General Manager



General Manager/ Authorised Person





THE COMMON SEAL OF THE COUNCIL OF THE CITY OF SHELLHARBOUR was effected on the 19th day of MAY 2005 pursuant to a resolution made on the 19th day of MAY 2005.

GENERAL MANAGER

SIGNATURES AND SEALS ONLY

SCHEDULE OF SHORT LINES

No	DIST.	No	DIST.
87	A. 9.065	118	A. 9.065
88	B. 18.75	119	A. 4.756
89	19.0	120	3.537
90	14.295	121	6.414
91	7.61	122	3.536
92	7.0	123	10.715
93	7.0	124	A.10.244
94	4.7.8	125	A. 4.468
95	A21.455	126	12.593
96	6.485	127	3.536
97	30.02	129	3.534
99	12.0	130	A. 6.608
100	6.0	131	A.10.928
101	A.7.893	132	6.608
102	8.969	133	3.535
103	5.013	134	6.414
104	A. 9.816	135	2.004
105	A. 6.372	136	8.456
106	3.534	137	1.724
107	6.414	138	5.3
108	3.536	139	5.3
109	17.286	140	A. 1.644
110	A.7.951	141	A. 2.947
111	A. 3.467	142	A. 9.175
112	A. 2.608	143	8.965
113	6.615	144	A.11.534
114	3.536	145	A. 6.349
115	6.414	146	A.35.171
116	3.537	147	11.797
117	A. 4.756	148	9.242
		149	2.275
		186	A. 3.738
		187	6.361
		188	A. 7.241

(N) LAND EXCLUDES MINERALS - SEE SPEC 17 AND RESTRICTION ON THE USE OF LANDS - DP104320

(Z) RESERVATIONS & CONDITIONS IN THE CROWN GRANT DRAINAGE OF WATER 1.5W - DP983137

(M) BENEFITED BY EASEMENT FOR DRINKING WATER 1.5W - DP983137

(D.P. 866.43) (E7 EASEMENT FOR SENSITIVE PURPOSES 5 WIDE
 (E8 EASEMENT FOR ACCESS/ELECTRICITY PURPOSES & SERVICES
 (E9 PADMOUNT SUBSTITUTION EASEMENT (D.P. 871363)
 E10, E11, E12, E13 RESTRICTION ON THE USE OF LAND (D.P. 1047018)
 E15, E16 RESTRICTION ON THE USE OF LAND (D.P. 1079577)
 E17, E18, E19, E20 RESTRICTION ON THE USE OF LAND (D.P. 1079577)

Department of Lands Approval

(Authorised Officer) in approving this plan certifies that all necessary approvals in regard to the allocation of the land shown hereon have been given.

Signature: _____

Date: _____

File Number: _____

Office: _____

Subdivision Certificate

I certify that the provisions of s. 102(4) of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed

(Title) Subdivision of (road) set out herein

Authorised Person/Owner/Manager/Proprietor/Developer/Contractor

Consent Authority: SHELLHARBOUR CITY COUNCIL

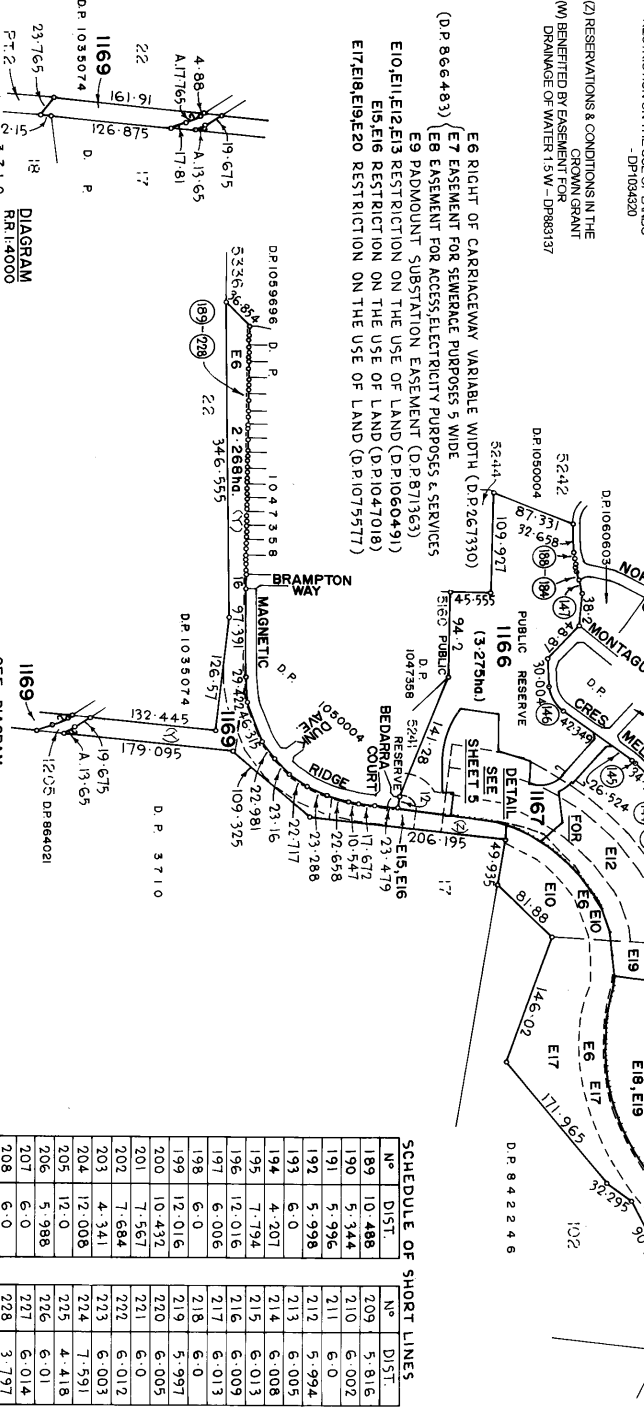
Date of endorsement: 20/5/05

Accreditation no.: 20/5/05

Subdivision Certificate no.: 458/02

File no.: Z.458/02

Where applicable

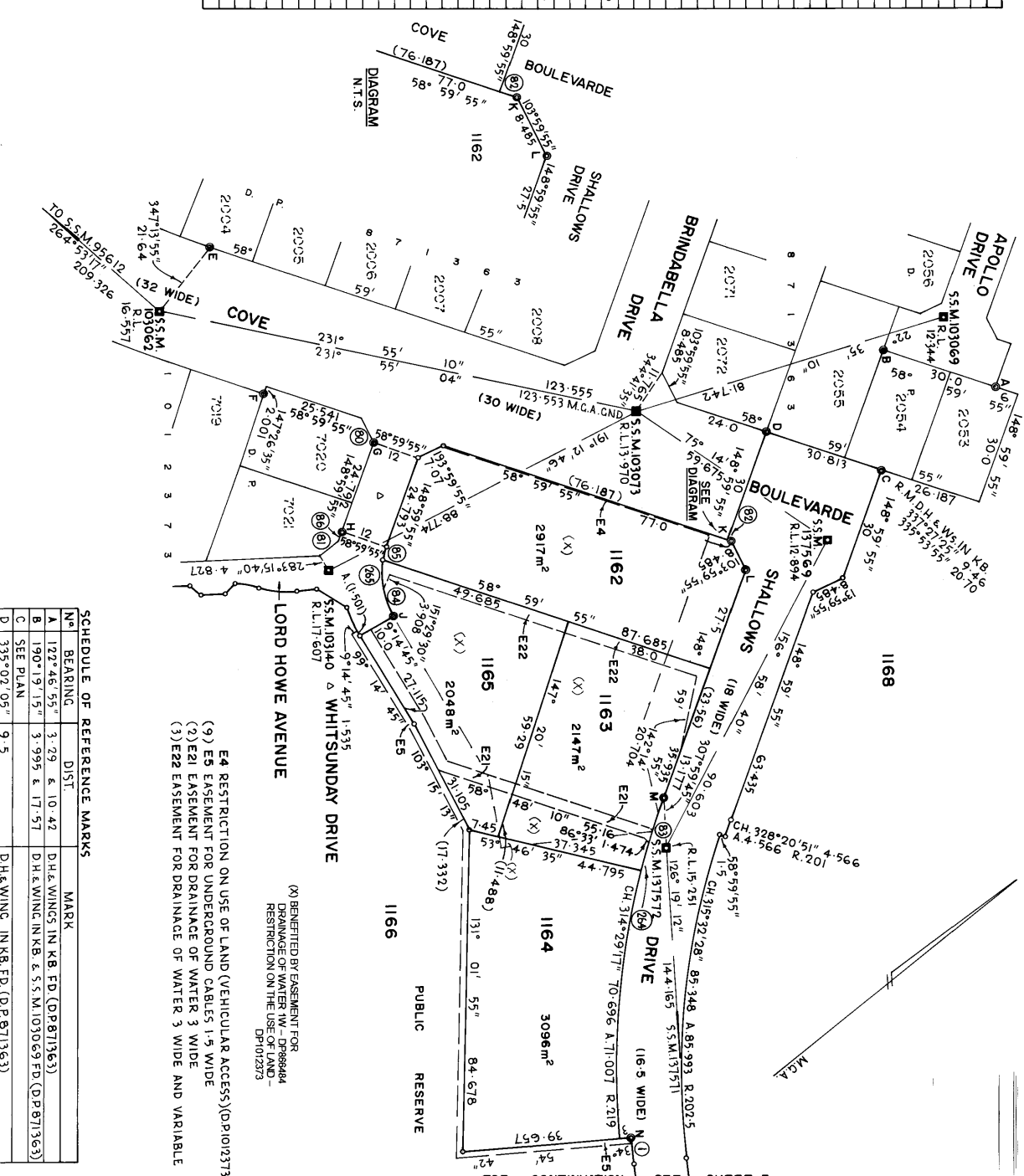


SCHEDULE OF CURVED LINES FOR SHEET 3

No	BEARING	DIST.	ARC	RAD
1	304°17'22"	6.891	6.892	216
2	307°24'39"	8.165	8.165	242.5
3	294°14'17"	16.949	16.952	242.5
4	307°20'12"	9.336	9.337	257.5
5	294°55'33"	13.246	13.247	257.5
6	297°50'38"	5.468	5.468	257.5
7	277°07'07"	25.747	25.748	132.5
8	13°21'10"	4.931	4.934	42
9	349°24'28"	29.927	30.171	708
10	54°48'38"	9.012	9.013	208
11	333°12'12"	8.239	8.248	54
12	345°40'59"	15.225	15.276	54
13	359°45'50"	11.246	11.266	54
14	11°13'46"	10.333	10.346	54
15	6°08'42"	8.745	8.746	120
16	12°37'36"	18.385	18.403	120
17	20°36'04"	14.999	15.0	120
18	25°11'55"	4.258	4.258	120
19	25°14'40"	4.472	4.472	132
20	21°01'07"	14.992	15.0	132
21	14°37'42"	14.437	14.444	132
22	8°43'17"	14.992	15.0	132
23	4°31'12"	2.133	2.133	132
24	199°26'43"	6.107	6.108	81.5
25	194°05'26"	9.112	9.125	81.5
26	22°07'46"	17.162	17.273	44
27	22°07'46"	21.843	21.984	56
28	196°14'16"	12.971	12.99	69.5
29	341°53'10"	6.708	6.722	30
30	161°53'10"	6.708	6.722	30
31	283°57'37"	10.583	10.593	69
32	275°24'27"	9.998	10.007	69
33	210°03'44"	7.605	7.606	183
34	266°07'00"	17.592	17.598	183
35	260°36'02"	17.632	17.639	183
36	255°04'00"	17.705	17.711	183
37	249°31'46"	17.652	17.658	183
38	244°01'11"	17.531	17.538	183
39	236°14'54"	19.32	19.329	183
40	235°31'48"	13.344	13.346	195
41	240°04'35"	17.594	17.6	195
42	245°23'40"	18.593	18.6	195
43	250°50'42"	18.493	18.5	195
44	256°05'09"	17.166	17.173	195
45	261°07'54"	17.166	17.172	195
46	266°10'38"	17.166	17.172	195
47	268°58'35"	8.688	8.689	195
48	274°15'12"	8.479	8.483	81
49	282°48'22"	15.674	15.699	81

SCHEDULE OF SHORT AND CURVED LINES

No	BEARING	DIST.	ARC	RAD
80	103°59'55"	7.071		
81	359°19'00"	6.318		
82	58°59'55"	(0.813)		
83	326°23'15"	19.952	19.959	219
84	299°16'20"	15.068	15.379	22
85	324°08'55"	3.72	3.724	22
86	146°55'26"	2.462	2.462	34
265	(144°45'49")	(7.545)	(7.546)	219
265	(129°43'49")	(7.314)	(7.348)	22



SCHEDULE OF SURVEY MARKS AT 21 OCTOBER 2004 SOURCE: S.C.I.M.S.

MARK	M.G.A. COORDINATES	ZONE	CLASS	ORDER
S.S.M. 103073	303 842.661 6 170 348.382	56	C	4
S.S.M. 103062	303 745.402 6 170 272.170	56	C	4
S.S.M. 95612	303 537.674 6 170 246.246	56	C	4

SCHEDULE OF REFERENCE MARKS

No	BEARING	DIST.	MARK
A	122°46'55"	3.29 & 10.42	D.H. & WINDS IN K.B. FD. (D.P.871363)
B	190°19'15"	3.995 & 17.57	D.H. & WINDS IN K.B. & S.S.M.103069 FD. (D.P.871363)
C	SEE PLAN		
D	335°02'05"	9.5	D.H. & WINDS IN K.B. FD. (D.P.871363)
E	328°59'15"	9.37 & 20.62	D.H. & WINDS IN K.B. FD. (D.P.871363)
F	130°20'55"	10.15	D.H. & WINDS IN K.B. FD. (D.P.1012373)
G	238°59'55"	3.0 & 9.1	D.H. & WINDS IN K.B. FD. (D.P.1012373)
H	238°59'55"	3.105 & 9.15	D.H. & WINDS IN K.B. FD. (D.P.1012373)
I	74°49'45"	5.34	D.H. & WINDS IN K.B. FD. (D.P.1012373)
J	220°04'15"	24.632	S.S.M.137569
K	238°59'55"	4.45 & 13.65	D.H. & WINDS IN K.B.
L	238°59'55"	4.45 & 13.65	D.H. & WINDS IN K.B.
M	238°59'55"	4.45 & 13.65	D.H. & WINDS IN K.B.
N	213°22'10"	1.4 & 10.665	D.H. & WINDS IN K.B.

(9) E4 RESTRICTION ON USE OF LAND (VEHICULAR ACCESS) (D.P.1012373)
 (2) E1 EASEMENT FOR UNDERGROUND CABLES 1-1.5 WIDE
 (3) E2 EASEMENT FOR DRAINAGE OF WATER 3 WIDE AND VARIABLE
 (X) BENEFITED BY EASEMENT FOR DRAINAGE OF WATER 1W - DP88844
 RESTRICTION ON THE USE OF LAND - DP1012373

Registered DP1076113

Registered 20.5.2005

This is sheet 2 of my plan in 5 sheets dated 6 DEC 2004

Surveyor registered under Surveyors Act 2002

For users where space is insufficient in any panel on Plan Form 2

IT IS INTENDED THAT SHALLOWS DRIVE, MYSTICS DRIVE, SALT WATER AVENUE, MAKAKHA WAY AND COVE BOULEVARDE BE DEDICATED TO THE PUBLIC AS ROAD IT IS INTENDED THAT LOT 1166 BE CREATED AS PUBLIC RESERVE

Production Ratio: 1:800

SURVEYORS REFERENCE: D 2032 58 / 10A1

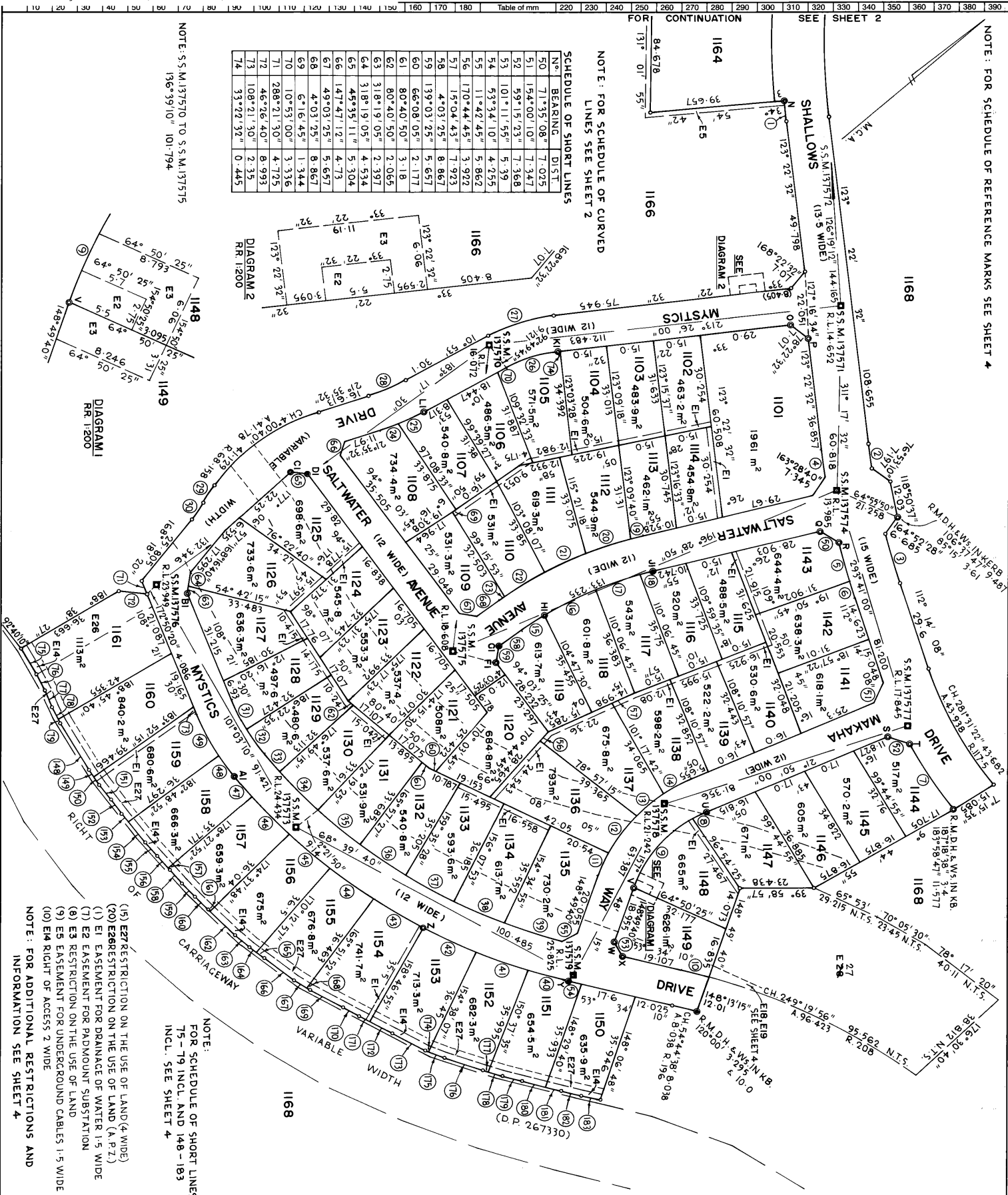
This sheet 3 of any plan in 5 sheets
 dated 6 DEC 2004

Surveyor registered under Surveyors Act 2002

Authorised Person (Surveyors Act 2002)

M. J. Brown
 2011/11/15

For users whose space is insufficient in any panel on Plan Form 2



NOTE: FOR SCHEDULE OF CURVED LINES SEE SHEET 2

No.	BEARING	DIST.
50	71°35'08"	7.025
51	154°00'10"	7.347
52	59°15'03"	7.368
53	101°11'55"	5.398
54	53°34'10"	4.255
55	11°42'45"	5.862
56	170°44'45"	3.972
57	157°04'43"	7.973
58	4°03'29"	8.867
59	139°03'29"	5.657
60	66°08'05"	2.177
61	80°40'50"	3.18
62	80°40'50"	2.065
63	318°19'05"	4.534
64	45°35'11"	5.304
65	147°47'12"	4.73
66	49°03'25"	5.657
67	4°03'29"	8.867
68	6°16'45"	1.344
70	10°53'00"	3.336
71	288°21'50"	4.725
72	46°26'40"	8.993
73	108°21'30"	2.33
74	33°22'32"	0.445

NOTE: S.S.M.137570 TO S.S.M.137575
 136°39'10" 101.794

DIAGRAM 2
 RR 1200

DIAGRAM 1
 RR 1200

Plan Drawing only to appear in this space

NOTE:
 FOR SCHEDULE OF SHORT LINES
 75-79 INCL. AND 148-183
 INCL. SEE SHEET 4

- (15) E27 RESTRICTION ON THE USE OF LAND (4 WIDE)
 - (20) E26 RESTRICTION ON THE USE OF LAND (A.P.Z.)
 - (1) E1 EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
 - (7) E2 EASEMENT FOR PADMOUNT SUBSTATION
 - (8) E3 RESTRICTION ON THE USE OF LAND
 - (9) E4 EASEMENT FOR UNDERGROUND CABLES 1.5 WIDE
 - (10) E4 RIGHT OF ACCESS 2 WIDE
- NOTE: FOR ADDITIONAL RESTRICTIONS AND INFORMATION SEE SHEET 4

Reduction Ratio 1:800

SURVEYOR'S REFERENCE: D 203258 / 1041



- E17 RESTRICTION ON THE USE OF LAND (D.P.1075577)
- E18 RESTRICTION ON THE USE OF LAND (D.P.1075577)
- E19 RESTRICTION ON THE USE OF LAND (D.P.1075577)
- E20 RESTRICTION ON THE USE OF LAND (D.P.1075577)
- (1) E23 RESTRICTION ON THE USE OF LAND (A.P.Z)
- (1) E24 RESTRICTION ON THE USE OF LAND (A.P.Z)
- (1) E25 RESTRICTION ON THE USE OF LAND (A.P.Z)

- E18, E19, E23
- ⊘ E19, E25
- E20, E24

BOUNDARY IS NORTH FACE OF WALL

N ^o	BEARING	DIST
75	100°24'05"	9.905
76	103°19'00"	6.01
77	107°59'00"	5.96
78	103°35'55"	4.455
79	103°35'55"	1.515
148	99°16'50"	17.97
149	96°06'35"	2.785
150	96°06'35"	3.22
151	92°40'15"	6.01
152	93°15'30"	5.985
153	92°17'50"	8.75
154	92°17'50"	8.75
155	89°20'20"	5.98
156	88°19'15"	5.165
157	88°19'15"	0.845
158	88°47'40"	6.0
159	86°43'30"	5.99
160	85°47'45"	5.94
161	84°38'05"	0.8
162	84°38'05"	11.23
163	81°29'15"	5.963
164	76°57'20"	2.78
165	76°57'20"	3.24
166	77°37'55"	11.995
167	72°16'15"	4.718
168	72°16'15"	1.302
169	68°24'00"	11.985
170	68°53'30"	5.995
171	68°19'20"	3.698
172	68°19'20"	8.292
173	68°30'15"	11.955
174	61°35'05"	0.955
175	61°35'05"	5.58
176	58°14'35"	12.98
177	57°24'35"	1.593
178	57°24'35"	4.885
179	54°20'45"	6.495
180	54°28'55"	7.56
181	54°07'50"	5.425
182	54°07'50"	6.485
183	52°26'05"	5.93

SCHEDULE OF REFERENCE MARKS FOR SHEET 3

N ^o	BEARING	DISTANCES	MARK
O	123°22'30"	2.858 & 9.15	D.H. & WINGS IN KERB
P	174°17'50"	14.904	S.S.M. 137571
Q	116°12'55"	2.95 & 9.15	D.H. & WINGS IN KERB
R	127°37'55"	17.334	S.S.M. 137574
S	106°43'05"	2.9 & 9.1	D.H. & WINGS IN KERB
T	52°24'16"	4.645 & 13.56	S.S.M. 137578
U	125°47'04"	2.88 & 9.085	D.H. & WINGS IN KERB
V	58°49'40"	2.855 & 9.055	D.H. & WINGS IN KERB
W	58°49'40"	2.855 & 9.055	"
X	323°34'10"	2.8 & 9.1	"
Y	146°39'40"	2.975 & 16.95	S.S.M. 137579 & D.H. & WING
Z	128°44'20"	3.27	D.H. & WING IN KERB
A1	178°26'45"	2.9 & 9.1	D.H. & WINGS
B1	59°08'55"	3.505 & 10.38	D.H. & WING KB & S.S.M. 137576
C1	87°08'00"	4.9 & 11.185	D.H. & WINGS IN KERB
D1	184°03'25"	3.01 & 9.32	"
F1	54°47'30"	14.39	S.S.M. 137575
G1	94°03'25"	2.95 & 9.13	D.H. & WINGS IN KERB
H1	104°47'30"	2.95 & 9.145	"
J1	116°12'55"	2.95 & 9.105	"
K1	45°14'08"	21.937	S.S.M. 137570
L1	100°53'00"	2.85 & 9.11	D.H. & WINGS IN KERB

SCHEDULE OF SHORT LINES FOR SHEET 3

N ^o	BEARING	DIST
75	100°24'05"	9.905
76	103°19'00"	6.01
77	107°59'00"	5.96
78	103°35'55"	4.455
79	103°35'55"	1.515
148	99°16'50"	17.97
149	96°06'35"	2.785
150	96°06'35"	3.22
151	92°40'15"	6.01
152	93°15'30"	5.985
153	92°17'50"	8.75
154	92°17'50"	8.75
155	89°20'20"	5.98
156	88°19'15"	5.165
157	88°19'15"	0.845
158	88°47'40"	6.0
159	86°43'30"	5.99
160	85°47'45"	5.94
161	84°38'05"	0.8
162	84°38'05"	11.23
163	81°29'15"	5.963
164	76°57'20"	2.78
165	76°57'20"	3.24
166	77°37'55"	11.995
167	72°16'15"	4.718
168	72°16'15"	1.302
169	68°24'00"	11.985
170	68°53'30"	5.995
171	68°19'20"	3.698
172	68°19'20"	8.292
173	68°30'15"	11.955
174	61°35'05"	0.955
175	61°35'05"	5.58
176	58°14'35"	12.98
177	57°24'35"	1.593
178	57°24'35"	4.885
179	54°20'45"	6.495
180	54°28'55"	7.56
181	54°07'50"	5.425
182	54°07'50"	6.485
183	52°26'05"	5.93

L DP1076113

Registered: 8 20 5 2005

This is sheet 4 of my plan in 5 sheets
 date 6 DEC 2004

A. E. Smith

Surveyor registered under Surveying Act, 2002

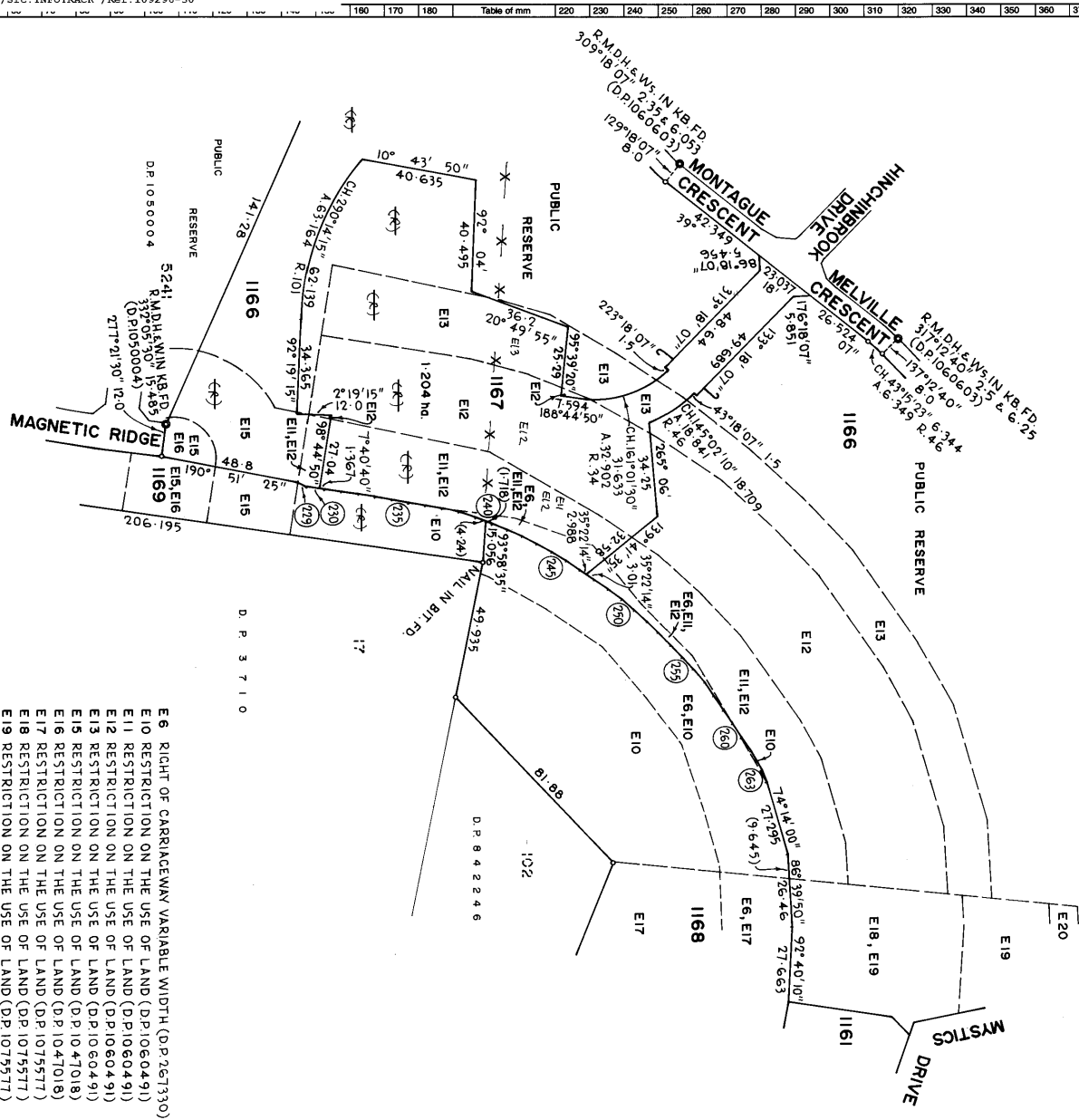
This is sheet 4 of the plan of 5 sheets covered by subdivision certificate No. 458/102

M. J. Bennett
 29/1/05

Authorised Person (Registered Surveyor) for use where space is insufficient in any panel on Plan Form 2

Reduction Ratio: 800

SURVEYOR'S REFERENCE: D203288/10A1



- E6 RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP 267330)
- E10 RESTRICTION ON THE USE OF LAND (DP 10660491)
- E11 RESTRICTION ON THE USE OF LAND (DP 10660491)
- E12 RESTRICTION ON THE USE OF LAND (DP 10660491)
- E13 RESTRICTION ON THE USE OF LAND (DP 10660491)
- E14 RESTRICTION ON THE USE OF LAND (DP 10660491)
- E15 RESTRICTION ON THE USE OF LAND (DP 1047018)
- E16 RESTRICTION ON THE USE OF LAND (DP 1047018)
- E17 RESTRICTION ON THE USE OF LAND (DP 1075577)
- E18 RESTRICTION ON THE USE OF LAND (DP 1075577)
- E19 RESTRICTION ON THE USE OF LAND (DP 1075577)
- E20 RESTRICTION ON THE USE OF LAND (DP 1075577)

BOUNDARY IS NORTH WEST FACE OF WALL

No.	BEARING	DIST.
229	28° 07' 19"	3.426
230	7° 40' 40"	6.009
231	7° 55' 03"	5.973
232	8° 00' 14"	6.013
233	9° 07' 16"	6.005
234	10° 16' 28"	5.999
235	10° 22' 30"	5.989
236	10° 44' 01"	5.998
237	10° 19' 48"	6.012
238	10° 46' 52"	6.046
239	19° 33' 04"	6.01
240	21° 07' 56"	5.958
241	23° 13' 24"	6.002
242	23° 08' 39"	5.896
243	28° 35' 43"	5.99
244	28° 28' 57"	6.011
245	33° 05' 09"	5.989
246	34° 46' 58"	6.002
247	35° 22' 14"	5.998
248	35° 03' 25"	6.015
249	35° 46' 49"	6.016
250	42° 56' 09"	6.016
251	42° 48' 26"	6.011
252	44° 39' 58"	5.989
253	44° 39' 27"	5.987
254	46° 51' 51"	5.978
255	47° 54' 28"	6.026
256	50° 51' 30"	5.995
257	57° 24' 43"	5.991
258	56° 41' 06"	5.992
259	56° 19' 18"	5.989
260	57° 39' 08"	5.988
261	55° 10' 00"	6.012
262	61° 07' 00"	7.884
263	69° 19' 51"	4.639

M.C.A.

DP1076113

Registered 120.5.2005

This is sheet 5 of my plan in 5 sheets
 date 6 DEC 2004

A.S. [Signature]

Surveyor registered under Surveying Act, 2002

This is sheet 5 of my plan in 5 sheets
 covered by subdivision certificate No. 458/02

A.S. [Signature]
 20/1/05

Authorised Person/General Practitioner
 For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio: 1:1200

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 16 Sheets

DP1076113

Plan of Subdivision of Lot 7063 in DP1012373,
 Lot 8033 in DP1072187 and Lot 5243 in
 DP1050004
 Covered by Council's Certificate No. Z458/02

**Full name and address of
 Proprietor of 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	1102 1103 1104 1105 1106 1110 1111 1114 1125 1126 1127 1128 1129 1130 1133 1134 1136 1137 1138 1139 1140 1142 1143 1148	1103 to 1106 inclusive 1109 to 1113 inclusive 1104 to 1106 inclusive 1109 to 1113 inclusive 1105, 1106 and 1109 to 1112 inclusive 1106 and 1109 to 1111 inclusive 1109 to 1111 inclusive 1109 1109, 1110 1102 to 1106 inclusive 1109 to 1113 inclusive 1126 to 1131 inclusive 1127 to 1131 inclusive 1128 to 1131 inclusive 1129 to 1131 inclusive 1130, 1131 1131 1132, 1134 & 1135 1135 1132 to 1135 inclusive 1132 to 1136 inclusive 1132 to 1137 inclusive 1132 to 1138 inclusive 1132 to 1139 inclusive 1132 to 1140 inclusive 1132 to 1140 inclusive and 1142 That part of 1168 designated E28

88B - 10a1 07.03.05

General Manager / Authorised Person

M. E. Bergin 20/4/05
Mei
[Signature]

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 2 of 16 Sheets

DP1076113

Plan of Subdivision of Lot 7063 in DP1012373,
 Lot 8033 in DP1072187 and Lot 5243 in
 DP1050004
 Covered by Council's Certificate No. Z458/02

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
		1154 1159	1168 1168
2	Easement for drainage of water 3 wide	1163 & 1165	The Council of the City of Shellharbour
3	Easement for drainage of water 3 wide and variable	1163 & 1165	The Council of the City of Shellharbour
4	Restriction on the use of land	1102 to 1107 inclusive, 1109 to 1124 inclusive, 1126 to 1134 inclusive, 1136 to 1140 inclusive, 1142, 1144 to 1148 inclusive and 1150 to 1161 inclusive	Every other lot
5	Restriction on the use of land	1101, 1108, 1125, 1135, 1141, 1143, 1149 and 1162 to 1165 inclusive	Every other lot
6	Restriction on the use of land	1101 to 1165 inclusive	Every other lot
7	Easement for Padmount Substation 2.75 wide	1148, 1166	Integral Energy Australia
8	Restriction on the use of land	1148, 1149, 1166	Integral Energy Australia

General Manager / Authorised Person

88B - 10a1 07.03.05

M. J. Bennett
 20/4/05
Ali
Deborah

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 3 of 16 Sheets


DP1076113

Plan of Subdivision of Lot 7063 in DP1012373,
 Lot 8033 in DP1072187 and Lot 5243 in
 DP1050004
 Covered by Council's Certificate No. Z458/02

9	Easement for Underground Cables 1.5 wide	1166	Integral Energy Australia
10	Right of access 2 wide	1150 to 1161 inclusive	The Council of the City of Shellharbour
11	Restriction on the use of land	1126 to 1135 inclusive, and 1149 to 1161 inclusive	The Council of the City of Shellharbour
12	Restriction on the use of land	1120 to 1126 inclusive, 1136, 1137, 1146, 1147, 1148	The Council of the City of Shellharbour
13	Restriction on the use of land	1120 to 1136 inclusive, and 1146 to 1149 inclusive	The Council of the City of Shellharbour
14	Restriction on the use of land	1150 to 1161 inclusive	The Council of the City of Shellharbour
15	Restriction on the use of land	1150 to 1161 inclusive	The Council of the City of Shellharbour
16	Restriction on the use of land	1150 to 1161 inclusive	The Council of the City of Shellharbour
17	Restriction on the use of land	1161	The Council of the City of Shellharbour
18	Restriction on the use of land	1101, 1108, 1125, 1135, 1141, 1143, 1149 and 1162 to 1165 inclusive	The Council of the City of Shellharbour

General Manager / Authorised Person

88B - 10a1 07.03.05

M. E. Reynolds 20/4/05


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 4 of 16 Sheets

DP1076113

Plan of Subdivision of Lot 7063 in DP1012373,
Lot 8033 in DP1072187 and Lot 5243 in
DP1050004
Covered by Council's Certificate No. Z458/02

19	Restriction on the use of land	1101 to 1108 inclusive, 1125 and 1126	The Council of the City of Shellharbour
20	Restriction on the use of land	1161	The Council of the City of Shellharbour and New South Wales Rural Fire Service

Part 2 (Terms)

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

- (a) For a period of 10 years only following the date of registration of this instrument, no building can be erected or be permitted to remain on any lot burdened unless detailed plans and specifications, including the external building materials and colours, of the building have previously been submitted to and approved in writing by an architect nominated for that purpose by the Council of the City of Shellharbour ("Developer") but that approval cannot be unreasonably withheld.
- (b) Not more than one main building can be erected or be permitted to remain on any lot burdened and that main building must not be used for any purpose other than a single residential dwelling but this restriction does not prevent the erection and use of a building or buildings on any lot burdened strictly in accordance with the conditions of the Shell Cove Development Control Plan ("DCP") if the DCP applies to that lot burdened.
- (c) No main building can be erected or be permitted to remain on any lot burdened unless:
 - (i) it has a gross floor area of not more than 50% of the area of that lot; and
 - (ii) it has eaves of minimum 450mm width; and
 - (iii) it is constructed with a balcony, verandah or patio facing the street of a minimum area of 7sqm for single storey dwellings and 10sqm for 2 storey dwellings; and
 - (iv) its garage is located a minimum of 1m behind the front façade of the building; and
 - (v) its height is 9 metres or less above the natural ground levels.

General Manager / Authorised Person

88B-10a1 07.03.05

M. G. Bennett 20/4/05
[Signature]

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 5 of 16 Sheets

DP1076113

Plan of Subdivision of Lot 7063 in DP1012373,
Lot 8033 in DP1072187 and Lot 5243 in
DP1050004
Covered by Council's Certificate No. Z458/02

- (d) On any lot burdened having an area of 450 square metres or greater no main building can be erected or be permitted to remain unless that main building has a gross floor area of 125 square metres or greater.
- (e) No fence can be erected or be permitted to remain on the side boundary facing the street of any corner lot burdened unless it is:
 - (i) approved by the Developer; and
 - (ii) constructed of timber (vertical boarding, 3 rail, lapped and capped) or brick of the same colour and texture as used in the dwelling on the lot.
- (f) No earth, stone, gravel or trees can be excavated or removed from any lot burdened except to the extent necessary for the erection of a building promptly following that excavation or removal.
- (g) No fuel storage tanks (except for heating purposes) or air conditioning units can be placed on or be permitted to remain on any lot burdened unless those tanks or units are not closer to any street than the front building line and are screened from public areas.
- (h) No noxious, noisy or offensive occupation, trade, business or industry can be conducted or carried out on any lot burdened.
- (i) No advertising hoarding or sign except temporary signs relating to sale of a lot can be erected or displayed or permitted to remain on any lot burdened without the previous written consent of the Developer.
- (j) No building can be erected or be permitted to remain on any lot burdened other than a building constructed with external walls of brick, rendered or bagged cement blocks or bricks or concrete, stone, glass, timber, approved texture coated material, composite cladding or any combination of those materials but the proportion of face brick masonry to the front façade cannot be more than 60% with the balance of the front façade to comprise glazing, weatherboard, corrugated colorbond sheeting, timber, stone, rendered painted finishes or a combination of these finishes.
- (k) No building can be erected or be permitted to remain on any lot burdened unless it has a roof of terracotta or cement tiles or of precoated metal.

M. G. Bennett 20/4/05
[Signature]
[Signature]

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 6 of 16 Sheets

DP1076113



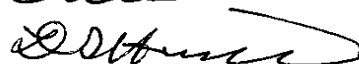
Plan of Subdivision of Lot 7063 in DP1012373,
Lot 8033 in DP1072187 and Lot 5243 in
DP1050004
Covered by Council's Certificate No. Z458/02

- (l) No clothes drying facility can be placed on or be permitted to remain on any lot burdened closer to any street than the front building line and any such facility must be screened from public areas.
- (m) No fence can be erected or be permitted to remain on any lot burdened to divide it from any adjoining land owned by the Developer, but only during the ownership of that adjoining land by the Developer its successors and assigns other than purchasers on sale, without the prior written consent of the Developer, but that consent cannot be withheld if that fence is erected without expense to the Developer and that consent is deemed to have been given in respect of every fence for the time being erected.
- (n) No fence can be erected or be permitted to remain on any lot burdened closer to any street than the building line of that street without the prior written consent of the Developer and no other fence can be erected or permitted to remain on any lot burdened unless it is:
 - (i) 1.8 metre in height or less; and
 - (ii) constructed of timber (vertical boarding) or colorbond in the colours of Summershade or Riversand or Domaine or of brick of the same colour and texture as used in the dwelling on the lot.
- (o) For the purpose of restrictions (c) and (d) above, "gross floor area" means the sum of the areas of each floor of a building where the area of each floor is taken to be the area within the outer face of the external enclosing walls as measured at a height of 1400 millimetres above each floor level.

Gross Floor Area excludes:

- (i) balconies, patios and verandahs.
- (ii) garage and carport areas under 45m square in area.
- (iii) the combined first floor staircase area and upper level void areas less than 10 metres square in area.
- (iv) outbuildings that are less than 20 metres square in area.

Note: Areas in excess of the above described areas will be included in the Gross Floor Area of the building.


20/4/05



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 7 of 16 Sheets

DP1076113

Plan of Subdivision of Lot 7063 in DP1012373,
Lot 8033 in DP1072187 and Lot 5243 in
DP1050004
Covered by Council's Certificate No. Z458/02

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

- (a) For a period of 10 years only following the date of registration of this instrument, no building can be erected or be permitted to remain on any lot burdened unless detailed plans and specifications, including the external building materials and colours, of the building have previously been submitted to and approved in writing by an architect nominated for that purpose by the Council of the City of Shellharbour ("Developer") but that approval cannot be unreasonably withheld.
- (b) No main buildings can be erected or be permitted to remain on any lot burdened unless:
- (i) it has eaves of minimum 450mm width; and
 - (ii) it is constructed with a balcony, verandah or patio facing the street of a minimum area of 7sqm for single storey dwellings and 10sqm for 2 storey dwellings; and
 - (iii) its garage is located a minimum of 1m behind the front façade of the building; and
 - (iv) its height is 9 metres or less above the natural ground levels.
- (c) No fence can be erected or be permitted to remain on the side boundary facing the street of any corner lot burdened unless it is:
- (i) approved by the Developer; and
 - (ii) constructed of timber (vertical boarding, 3 rail, lapped and capped) or brick of the same colour and texture as used in the dwelling on the lot.
- (d) No earth, stone, gravel or trees can be excavated or removed from any lot burdened except to the extent necessary for the erection of a building promptly following that excavation or removal.
- (e) No fuel storage tanks (except for oil heating purposes) or air conditioning units can be placed on or be permitted to remain on any lot burdened unless those tanks or units are not closer to any street than the front building line and are screened from public areas.
- (f) No noxious, noisy or offensive occupation, trade, business or industry can be conducted or carried out on any lot burdened.

M. G. Genini 20/4/05
[Signature]

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 8 of 16 Sheets

DP1076113

Plan of Subdivision of Lot 7063 in DP1012373,
Lot 8033 in DP1072187 and Lot 5243 in
DP1050004
Covered by Council's Certificate No. Z458/02

- (g) No advertising hoarding or sign except temporary signs relating to sale of a lot can be erected or displayed or permitted to remain on any lot burdened without the previous written consent of the Developer.
- (h) No building can be erected or be permitted to remain on any lot burdened other than a building constructed with external walls of brick, rendered or bagged cement blocks or bricks or concrete, stone, glass, timber, approved texture coated material, composite cladding or any combination of those materials but the proportion of face brick masonry to the front façade cannot be more than 60% with the balance of the front façade to comprise glazing, weatherboard, corrugated colorbond sheeting, timber, stone, rendered painted finishes or a combination of these finishes.
- (i) No building can be erected or be permitted to remain on any lot burdened unless it has a roof of terracotta or cement tiles or of precoated metal.
- (j) No clothes drying facility can be placed on or be permitted to remain on any lot burdened closer to any street than the front building line and any such facility must be screened from public areas.
- (k) No fence can be erected or be permitted to remain on any lot burdened to divide it from any adjoining land owned by the Developer, but only during the ownership of that adjoining land by the Developer its successors and assigns other than purchasers on sale, without the prior written consent of the Developer, but that consent cannot be withheld if that fence is erected without expense to the Developer and that consent is deemed to have been given in respect of every fence for the time being erected.
- (l) No fence can be erected or be permitted to remain on any lot burdened closer to any street than the building line of that street without the prior written consent of the Developer and no other fence can be erected or permitted to remain on any lot burdened unless it is:
 - (i) 1.8 metre in height or less; and
 - (iii) constructed of timber (vertical boarding) or colorbond in the colours of Summershade or Riversand or Domaine or of brick of the same colour and texture as used in the dwelling on the lot.

M. G. Bennett
20/4/05
Wei
Walters

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 9 of 16 Sheets

DP1076113

Plan of Subdivision of Lot 7063 in DP1012373,
Lot 8033 in DP1072187 and Lot 5243 in
DP1050004
Covered by Council's Certificate No. Z458/02

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

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.

4. TERMS OF EASEMENT NUMBERED 7 IN THE PLAN

The terms of easement for Padmount Substation set out in Memorandum No. 9262886 are incorporated into this document.

5. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 8 IN THE PLAN

- (a) The owner will not erect or permit to be erected within the restriction site any building with less than a 120/120/120 fire rating without the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.
- (b) The owner will not erect or permit to be erected any swimming pool within the restriction site.
- (c) "**120/120/120 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.

"**authority benefited**" means Integral Energy Australia (and its successors).

"**erect**" includes construct, install, build and maintain.

"**owner**" means the registered proprietor from time to time of the lot burdened (including those claiming under or through the registered proprietor).

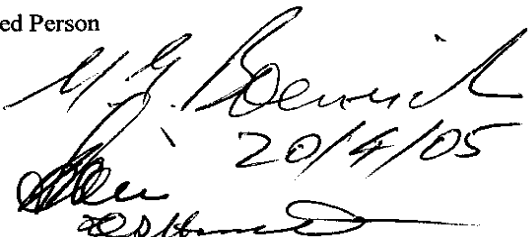
"**restriction site**" means that part of the lot burdened subject to the restriction on the use of land.

6. TERMS OF EASEMENT NUMBERED 9 IN THE PLAN

The terms of easement for underground cables set out in Memorandum No. 9262885 are incorporated into this document.

88B - 10a1 07.03.05

General Manager / Authorised Person


20/4/05
M.G. Bennett

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 10 of 16 Sheets

DP1076113

Plan of Subdivision of Lot 7063 in DP1012373,
Lot 8033 in DP1072187 and Lot 5243 in
DP1050004
Covered by Council's Certificate No. Z458/02

7. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 11 IN THE PLAN

- (a) No dwelling can be erected or permitted to remain on that part of a lot burdened which is affected by this restriction unless that dwelling is designed and constructed with:
- (i) floor levels at or below the Ground Floor Level AHD stated in the table in restriction 9(a) below; and
 - (ii) the Minimum Acoustic Attenuation Measures specified in the table in restriction 9(b) below.
- (b) For the purposes of this restriction "dwelling" has the meaning defined in Shellharbour Local Environmental Plan 2000.

8. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 12 IN THE PLAN

- (a) No dwelling can be erected or permitted to remain on that part of a lot burdened which is affected by this restriction unless that dwelling is designed and constructed with:
- (i) floor levels at or below the First Floor Level AHD stated in the table in restriction 9(a) below; and
 - (ii) the Minimum Acoustic Attenuation Measures specified in the table in restriction 9(b) below, above the Ground Floor level AHD stated in the table in restriction 9(a) below
- (b) For the purposes of this restriction "dwelling" has the meaning defined in Shellharbour Local Environmental Plan 2000.

9. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 13 IN THE PLAN

- (a) No dwelling can be erected or permitted to remain on that part of a lot burdened which is affected by this restriction unless that dwelling is designed and constructed with floor levels at or below the First Floor Level AHD specified in the following table:

M. G. Bennett
20/4/05
Ali
Estimate

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 11 of 16 Sheets

DP1076113

Plan of Subdivision of Lot 7063 in DP1012373,
Lot 8033 in DP1072187 and Lot 5243 in
DP1050004
Covered by Council's Certificate No. Z458/02

Lot Number	Ground Floor Level AHD	First Floor Level AHD
1120	21.80	24.80
1121	21.40	24.40
1122	21.20	24.20
1123	20.95	23.95
1124	21.10	24.10
1125	21.00	24.00
1126	23.60	26.60
1127	23.35	26.35
1128	23.55	26.55
1129	23.70	26.70
1130	23.85	26.85
1131	24.10	27.10
1132	24.35	27.35
1133	24.65	27.65
1134	24.95	27.95
1135	25.25	28.25
1136	22.20	25.20
1137	20.90	23.90
1146	23.65	26.65
1147	23.80	26.80
1148	24.40	27.40
1149	26.20	29.20
1150	28.00	31.00
1151	27.85	30.85
1152	27.80	30.80
1153	28.00	31.00
1154	27.90	30.90
1155	27.90	30.90
1156	27.95	30.95
1157	28.10	31.10
1158	28.15	31.15
1159	28.25	31.25
1160	28.35	31.35
1161	29.10	32.10

M. G. Bennett
20/4/05
[Signature]

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

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DP1076113

Plan of Subdivision of Lot 7063 in DP1012373,
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DP1050004
Covered by Council's Certificate No. Z458/02

- (b) No dwelling can be erected or permitted to remain on that part of a lot burdened which is affected 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 having a view in the direction of any Acoustic Fencing	6mm glazing fitted with acoustic seals (STC29)
Windows and glazed doors having no view in the direction of any Acoustic Fencing	Standard windows and doors
Entrance doors having a view in the direction of any Acoustic Fencing	35mm thick solid core timber doors, acoustically sealed around the full perimeter
Entrance doors having no view in the direction of any Acoustic Fencing	Standard doors

- (c) For the purposes of this restriction:

- (i) "dwelling" has the meaning defined in Shellharbour Local Environmental Plan 2000; and
- (ii) "Acoustic Fencing" means concrete or acrylic fencing constructed on the land shown as RIGHT OF CARRIAGEWAY VARIABLE WIDTH in Deposited Plan 267330.

10. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 14 IN THE PLAN

The common boundary of any lot burdened and Lot 1168 must not be used as a means of access to or egress from that lot.

M. G. Bognard 20/4/05
[Signature]
[Signature]

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 13 of 16 Sheets

DP1076113

Plan of Subdivision of Lot 7063 in DP1012373,
Lot 8033 in DP1072187 and Lot 5243 in
DP1050004
Covered by Council's Certificate No. Z458/02

11. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 15 IN THE PLAN

No structure can be erected or permitted to remain on that part of the lot burdened unless foundations for that structure are designed and certified by a qualified Structural Engineer based on geotechnical advice.

12. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 16 IN THE PLAN

- (a) The owner of any lot burdened must not interfere with, damage or alter or permit the interference with, damage to or alteration of any concrete or acrylic acoustic fencing constructed on the boundary of that lot.
- (b) No dwelling can be erected or permitted to remain on that part of a lot burdened which is within 3.0 metres of any concrete or acrylic acoustic fencing constructed on the boundary of that lot.
- (c) The owner of any lot burdened must not excavate more than 0.5 metres below the natural ground surface that is within 3.0 metres of any concrete or acrylic acoustic fencing constructed on the boundary of that lot unless:
 - (i) a suitably qualified civil or structural engineer certifies that the excavation will not affect the structural stability of that concrete or acrylic acoustic fencing; and
 - (ii) The Council of the City of Shellharbour approves.

U. G. Bennett 20/4/05
[Signature]

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 14 of 16 Sheets

DP1076113

Plan of Subdivision of Lot 7063 in DP1012373,
Lot 8033 in DP1072187 and Lot 5243 in
DP1050004
Covered by Council's Certificate No. Z458/02

13. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 17 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 radiant heat barrier comprised of a 1.8m high colorbond fence constructed on the common boundary of that lot and Lot 1166.

14. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 18 IN THE PLAN

Prior to any building comprising more than one dwelling being erected or permitted to remain on any lot burdened it shall have been designed (and any plans and specifications relating to its erection shall have been prepared) by a qualified Designer as defined in Clause 3 of the Environmental Planning and Assessment Regulation 2000 with these plans and specifications being accompanied by a Certificate from such a qualified Designer to that effect.

15. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 19 IN THE PLAN

No dwelling can be erected or permitted to remain on a lot burdened unless that dwelling is designed and constructed to "Level 1 Construction" under Australian Standard AS3959-1999, "Construction of Buildings in Bushfire Prone Areas".

16. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 20 IN THE PLAN

- (a) No dwelling can be erected or permitted to remain on that part of a lot burdened by this restriction.
- (b) No structure can be erected or placed on that part of a lot burdened by this restriction unless that structure is constructed of non-combustible material and approval has been granted for its construction by the New South Wales Rural Fire Service.
- (c) No materials or goods can be placed or stored on that part of a lot burdened by this restriction unless that material or good is comprised totally of non-combustible elements.

88B - 10a1 07.03.05

General Manager / Authorised Person

M. G. Depina 20/4/05
[Signature]
[Signature]

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 15 of 16 Sheets

DP1076113

Plan of Subdivision of Lot 7063 in DP1012373,
Lot 8033 in DP1072187 and Lot 5243 in
DP1050004
Covered by Council's Certificate No. Z458/02

- (d) No vegetation is permitted on that part of a lot burdened by this restriction unless it comprises:
- i. mown lawn;
 - ii. trees that are located more than 2.0m from a dwelling or another tree when measured from the extremity of the fully grown canopy of that tree; and
 - iii. shrubs to a maximum of 5% of the total area of that part of the lot burdened by the restriction and planted in small isolated clumps.
- (e) For the purposes of this restriction "dwelling" has the meaning defined in Shellharbour Local Environmental Plan 2000.
- (f) For the purposes of this restriction "structure" shall mean garden sheds, decks, pergolas, swimming pools, paving and the like.

Name of person empowered to release, vary or modify restrictions, positive covenants or easements numbered 1, 2, 3, 4, 5, 6, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 in the plan.

The Council of the City of Shellharbour

Name of person empowered to release, vary or modify easements numbered 7 and 9 in the plan and restriction numbered 8 in the plan

Integral Energy Australia

Name of person empowered to release, vary or modify restriction numbered 20 in the plan.

**The Council of the City of Shellharbour and
New South Wales Rural Fire Service**

~~General Manager~~ / Authorised Person

88B - 10a1 07.03.05

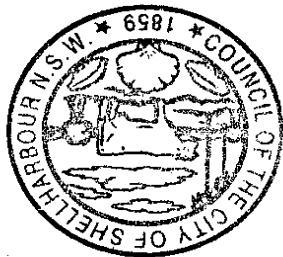
M. E. Bennett 20/4/05
[Signature]

DP1076113

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 16 of 16 Sheets

Plan of Subdivision of Lot 7063 in DP1012373,
Lot 8033 in DP1072187 and Lot 5243 in
DP1050004
Covered by Council's Certificate No. Z458/02



THE COMMON SEAL of THE COUNCIL)

OF THE CITY OF SHELLHARBOUR)

was affixed on *twentieth April* 2005)

pursuant to a resolution made on)

fifth May 2004)

[Signature]

Mayor

[Signature]

General Manager

Signed on behalf of Integral Energy Australia by its
Attorney pursuant to Power of Attorney *Book 4421 No 550*
in the presence of:

Signature of witness

Michelle Allombay

Name of witness

c/- Integral Energy
51 Huntingwood Drive Huntingwood 2148

Address of witness

* *Book 4446 No 816*

[Signature]

Signature of Attorney

~~General Manager Engineering Performance~~

~~John Wallace Geoff Riethmuller~~

~~Network Property Manager~~

Signature of Countersignee

Company Secretary

~~Craig James~~

28 April 2005

UR55699

General Manager / Authorised Person

88B - 10a1 07.03.05

[Signature]
20/4/05

REGISTERED 20.5.2005

SCHEDULE OF SURVEY MARKS 20TH NOVEMBER 2007

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.M. 126927	303566.088	6168985.754	56	C	4
S.M. 122460	303655.180	6168979.534	56	C	4
S.M. 133411	303703.642	6168920.216	56	C	4
S.M. 154153	303760.345	6168981.264	56	PLACED	

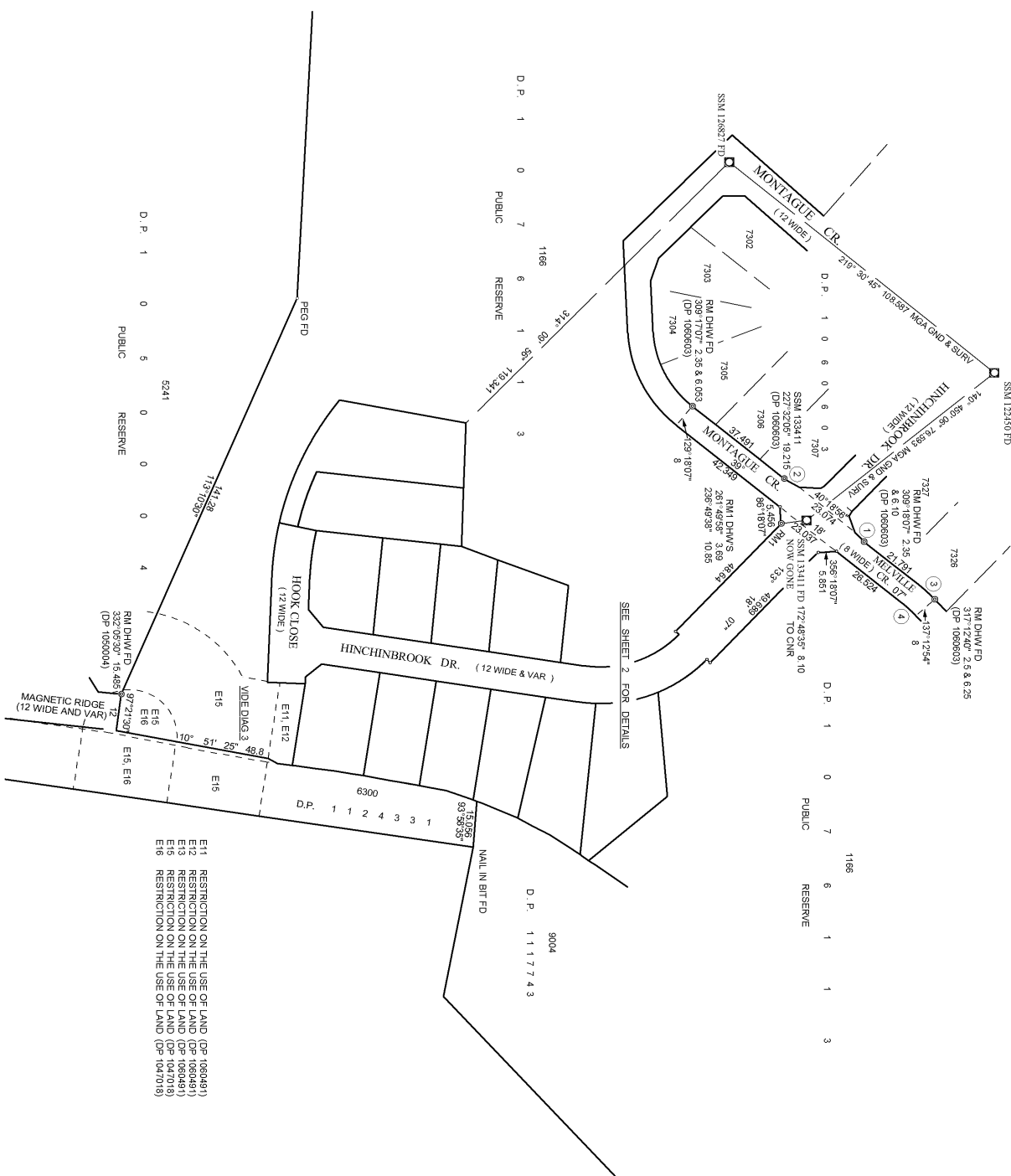
SOURCE SCMS SCALE FACTOR 1.000072

SCHEDULE OF SHORT LINES SHEET 1

Number	Bearing	Distance
1	46°00'38"	4.089
2	210°08'50"	5.568

SCHEDULE OF CURVED LINES SHEET 1

Number	Radius	Arc Length	Chord Bearing	Chord Distance
3	54	7.454	43°15'23"	7.448
4	46	6.349	223°15'23"	6.344



- E11 RESTRICTION ON THE USE OF LAND (DP 1060497)
- E12 RESTRICTION ON THE USE OF LAND (DP 1060497)
- E13 RESTRICTION ON THE USE OF LAND (DP 1060497)
- E15 RESTRICTION ON THE USE OF LAND (DP 1047018)
- E16 RESTRICTION ON THE USE OF LAND (DP 1047018)

Surveyor: MATTHEW B SMITH
 Date of Survey: 11/3/2008
 Surveyor's Ref.: D207243

PLAN OF SUBDIVISION OF LOT 1167 IN DP 1076113
 AND EASEMENTS WITHIN LOT 1166 IN DP 1076113

LGA: SHELLHARBOUR
 Locality: SHELL COVE
 Subdivision No.:
 Lengths are in metres. Reduction Ratio 1:1000

Registered
 17-7-2008

DP1126990

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

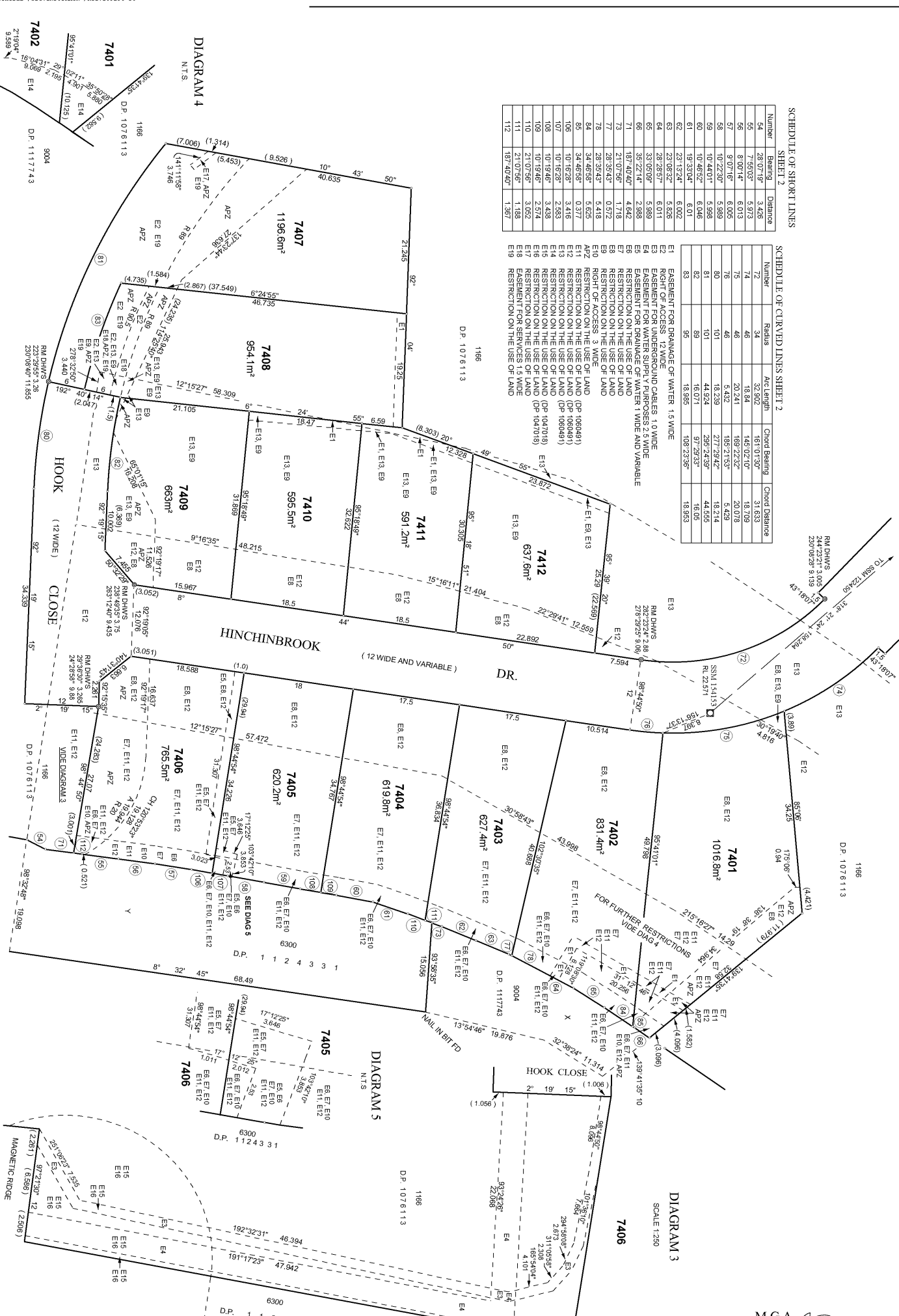
Table of mm

SCHEDULE OF SHORT LINES

Number	Bearing	Distance
54	28°07'19"	3.428
55	7°56'05"	5.973
56	8°00'14"	6.013
57	9°07'16"	6.005
58	10°22'30"	5.989
59	10°44'01"	5.989
60	10°46'52"	6.046
61	19°33'04"	6.011
62	23°13'24"	6.022
63	23°08'32"	5.928
64	28°28'57"	6.011
65	33°05'09"	5.989
66	35°22'14"	2.988
67	18°40'40"	4.542
68	21°07'35"	3.416
69	23°54'35"	3.525
70	34°46'35"	3.525
71	10°18'25"	3.488
72	10°18'42"	3.488
73	10°18'42"	3.488
74	10°18'42"	3.488
75	21°07'56"	3.592
76	21°07'56"	3.592
77	18°40'40"	1.387

SCHEDULE OF CURVED LINES SHEET 2

Number	Radius	Arc Length	Chord Bearing	Chord Distance
72	34	32.932	161°01'30"	31.533
74	46	18.84	145°02'10"	18.709
75	46	20.241	169°22'32"	20.078
76	46	5.432	165°21'52"	5.429
78	101	18.239	277°29'42"	18.214
81	101	44.924	295°24'59"	44.555
82	95	16.071	97°29'33"	16.05
83	89	18.953	108°23'56"	18.953



Surveyor: MATTHEW B SMITH
 Date of Survey: 11/3/2008
 Surveyor's Ref.: D207243

PLAN OF SUBDIVISION OF LOT 1167 IN DP 1076113
 AND EASEMENTS WITHIN LOT 1166 IN DP 1076113

LGA: SHELLHARBOUR
 Locality: SHELL COVE
 Subdivision No.:

Registered
 17-7-2008

DP1126990

Lengths are in metres. Reduction Ratio 1:400

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

Scale of mm



PLAN FORM 6

WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE COVEYANCING 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. RIGHT OF ACCESS 12 WIDE (E2)
4. EASEMENT FOR UNDERGROUND CABLES 1 WIDE (E3)
5. EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE (E4)
6. EASEMENT FOR DRAINAGE OF WATER 1 WIDE AND VARIABLE (E5)
7. RESTRICTION ON THE USE OF LAND (E6)
8. RESTRICTION ON THE USE OF LAND (E7)
9. RESTRICTION ON THE USE OF LAND (E9)
10. RESTRICTION ON THE USE OF LAND (E8)
11. RIGHT OF ACCESS 3 WIDE (E10)
12. RESTRICTION ON THE USE OF LAND (E14)
13. RESTRICTION ON THE USE OF LAND
14. RESTRICTION ON THE USE OF LAND
15. RESTRICTION ON THE USE OF LAND (APZ)
16. RESTRICTION ON THE USE OF LAND (E17)
17. EASEMENT FOR SERVICES 1.5 WIDE (E18)
18. RESTRICTION ON THE USE OF LAND (E19)
19. RESTRICTION ON THE USE OF LAND

IT IS INTENDED TO DEDICATE AS PUBLIC ROAD WITH RESTRICTIONS-

1. HINCHINBROOK DRIVE 12 WIDE AND VARIABLE
2. HOOK CLOSE 12 WIDE

Use PLAN FORM 6A
for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:.....
Date:.....
File Number:.....
Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed Subdivision set out herein
(insert 'subdivision' or 'new road')

[Signature]
* Authorised Person/General Manager/Accredited Certifier

Consent Authority: SHELLHARBOUR CITY COUNCIL
Date of Endorsement: 28/04/08
Accreditation no:
Subdivision Certificate no:
File no: 335/2004

* Delete whichever is inapplicable.

DP1126990

Registered:  17-7-2008
Title System: TORRENS
Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 1167 IN DP 1076113 AND EASEMENTS WITHIN LOT 1166 IN DP 1076113

LGA: SHELLHARBOUR
Locality: FLINDERS
Parish: TERRAGONG
County: CAMDEN

Surveying Regulation, 2006

I, **MATTHEW B. SMITH**
of **CRAVEN ELLISTON & HAYES (DAPTO) PTY LTD**
ABN 81 056 544 604

a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on 11/3/2008

The survey relates to LOTS 7401 TO 7412 AND EASEMENTS (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature *[Signature]* Dated: 31/3/2008
Surveyor registered under the *Surveying Act, 2002*

Datum Line: SSM 122450 – SSM 126827
Type: Urban

Plans used in the preparation of survey
DP 1060603, DP 1076113, DP 1113813, DP 1060491
DP 1047018, DP 1117743

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE :D207243

* OFFICE USE ONLY

PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 1167 IN DP 1076113
AND EASEMENTS WITHIN LOT 1166 IN DP 1076113

DP1126990

Registered:



17-7-2008

Subdivision Certificate No:

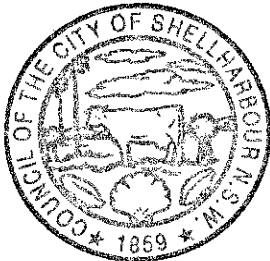
Date of Endorsement:

THE COMMON SEAL of

THE COUNCIL OF THE CITY OF SHELLHARBOUR

was affixed on 9 May 2008

pursuant to a resolution made on 28 November 2006



[Signature]

Mayor

[Signature]

General Manager

[Signature]

* OFFICE USE ONLY

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 13 Sheets

Plan:
DP1126990

Plan of Subdivision of Lot 1167 in DP1076113
and Easements Within Lot 1166 in DP1076113
covered by Council's Certificate No. 335/2004

**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)

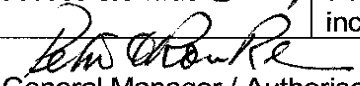
Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for drainage of water 1.5 wide (E1)	7401	7402 and that part of 9004 (DP1117743) designated X
		7402	That part of 9004 (DP1117743) designated X
		7408	7407
		7410	7409
		7411	7407 to 7410 inclusive
		7412	7407 to 7411 inclusive
2	Restriction on the use of land	7401 to 7412	Every other lot

ALW Peter Clarke 22/04/08
General Manager / Authorised Person
9/5/08

Plan: **DP1126990**

Plan of Subdivision of Lot 1167 in DP1076113
 and Easements Within Lot 1166 in DP1076113
 covered by Council's Certificate No. 335/2004

3	Right of Access 12 wide (E2)	7407	7408, The Council of the City of Shellharbour and New South Wales Rural Fire Service
		7408	7407, The Council of the City of Shellharbour and New South Wales Rural Fire Service
4	Easement for Underground Cables 1 wide (E3)	1166 (DP1076113)	Integral Energy Australia
5	Easement for Water Supply Purposes 2.5 wide (E4)	1166 (DP1076113)	Sydney Water Corporation
6	Easement for drainage of water 1 wide and variable (E5)	7405	That part of 6300 (DP1124331) designated Y
		7406	7405 and that part of 6300 (DP1124331) designated Y
7	Restriction on the use of land (E6)	7401 to 7406 inclusive	The Council of the City of Shellharbour
8	Restriction on the use of land (E7)	7401 to 7406 inclusive	The Council of the City of Shellharbour
9	Restriction on the use of land (E9)	7408 to 7412 inclusive	The Council of the City of Shellharbour
10	Restriction on the use of land (E8)	7401 to 7406 inclusive and 7409 to 7412 inclusive	The Council of the City of Shellharbour
11	Right of access 3.0 wide (E10)	7401 to 7406 inclusive	The Council of the City of Shellharbour

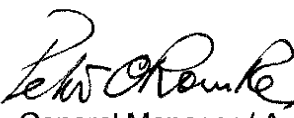
Acting

 General Manager / Authorised Person
 9/5/08
 22/04/08

ePlan
 Sheet 3 of 13 Sheets

Plan: **DP1126990**

Plan of Subdivision of Lot 1167 in DP1076113
 and Easements Within Lot 1166 in DP1076113
 covered by Council's Certificate No. 335/2004

12	Restriction on the use of land (E14)	7401 7402	The Council of the City of Shellharbour
13	Restriction on the use of land	7401 to 7412 inclusive	Every other lot
14	Restriction on the use of land	7401 to 7412 inclusive	The Council of the City of Shellharbour
15	Restriction on the use of land (APZ)	7401 and 7406 to 7409 inclusive	The Council of the City of Shellharbour and New South Wales Rural Fire Service
16	Restriction on the use of land (E17)	7407	The Council of the City of Shellharbour
17	Easement for services 1.5 wide (E18)	7408	7407
18	Restriction on the use of land (E19)	7407	7408, The Council of the City of Shellharbour and New South Wales Rural Fire Service
		7408	7407, The Council of the City of Shellharbour and New South Wales Rural Fire Service
19	Restriction on the use of land	7401 7406 to 7408 inclusive 7411 and 7412	The Council of the City of Shellharbour

Acting 
 General Manager / Authorised Person
 9/5/08 @ 20/04/08

ePlan

Sheet 4 of 13 Sheets

Plan: **DP1126990**

Plan of Subdivision of Lot 1167 in DP1076113
and Easements Within Lot 1166 in DP1076113
covered by Council's Certificate No. 335/2004

Part 2 (Terms)

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

- (a) For a period of 10 years only following the date of registration of this instrument, no building can be erected or be permitted to remain on any lot burdened unless detailed plans and specifications, including the external building materials and colours, of the building have previously been submitted to and approved in writing by an architect nominated for that purpose by the Council of the City of Shellharbour ("Developer") but that approval cannot be unreasonably withheld.
- (b) Not more than one main building can be erected or be permitted to remain on any lot burdened and that main building must not be used for any purpose other than a single residential dwelling but this restriction does not prevent the erection and use of a building or buildings on any lot burdened strictly in accordance with the conditions of the Shell Cove Development Control Plan ("DCP") if the DCP applies to that lot burdened.
- (c) No main building can be erected or be permitted to remain on any lot burdened unless:
 - (i) where only 1 dwelling is proposed, it has a gross floor area of not more than 50% of the area of that lot; and
 - (ii) it has eaves of minimum 450mm width; and
 - (iii) it has a roof pitch of greater than or equal to 22.5 degrees and less than or equal to 30 degrees (where pitched roof are utilised); and
 - (iv) where less than 3 dwellings are proposed, its garage is located a maximum of 2m forward of the front façade of the building; and
 - (v) its height is 9 metres or less above the natural ground levels.
- (d) Where only 1 dwelling is proposed, on any lot burdened having an area of 450 square metres or greater no main building can be erected or be permitted to remain unless that main building has a gross floor area of 125 square metres or greater.

Adrian
Ken Chan
General Manager / Authorised Person
9/5/08
12/04/08

ePlan


Sheet 5 of 13 Sheets

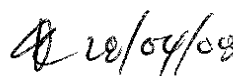
Plan: **DP1126990**

Plan of Subdivision of Lot 1167 in DP1076113
and Easements Within Lot 1166 in DP1076113
covered by Council's Certificate No. 335/2004

- (e) No fence can be erected or be permitted to remain on the side boundary facing the street of any corner lot burdened unless it is:
 - (i) approved by the Developer; and
 - (ii) constructed of timber (vertical boarding, 3 rail, lapped and capped) or of masonry (including bricks or blocks or concrete panels) of the same colour and texture as used in the dwelling on the lot.
- (f) No earth, stone, gravel or trees can be excavated or removed from any lot burdened except to the extent necessary for the erection of a building promptly following that excavation or removal.
- (g) No fuel storage tanks (except for heating purposes) or air conditioning units can be placed on or be permitted to remain on any lot burdened unless those tanks or units are not closer to any street than the front building line and are screened from public areas.
- (h) No noxious, noisy or offensive occupation, trade, business or industry can be conducted or carried out on any lot burdened.
- (i) No advertising hoarding or sign except temporary signs relating to sale of a lot can be erected or displayed or permitted to remain on any lot burdened without the previous written consent of the Developer.
- (j) No building can be erected or be permitted to remain on any lot burdened other than a building constructed with external walls of brick, rendered or bagged cement blocks or bricks or concrete, stone, glass, timber, approved texture coated material, composite cladding or any combination of those materials but the proportion of face brick masonry to the front façade cannot be more than 60% with the balance of the front façade to comprise glazing, weatherboard, corrugated colorbond sheeting, timber, stone, rendered painted finishes or a combination of these finishes.
- (k) No building can be erected or be permitted to remain on any lot burdened unless it has a roof of terracotta or cement tiles or of precoated metal.
- (l) No clothes drying facility can be placed on or be permitted to remain on any lot burdened closer to any street than the front building line and any such facility must be screened from public areas.

 
General Manager / Authorised Person

 9/5/08

 20/04/08

ePlan

Sheet 6 of 13 Sheets

Plan: **DP1126990**

Plan of Subdivision of Lot 1167 in DP1076113
and Easements Within Lot 1166 in DP1076113
covered by Council's Certificate No. 335/2004

- (m) No fence can be erected or be permitted to remain on any lot burdened to divide it from any adjoining land owned by the Developer, but only during the ownership of that adjoining land by the Developer its successors and assigns other than purchasers on sale, without the prior written consent of the Developer, but that consent cannot be withheld if that fence is erected without expense to the Developer and that consent is deemed to have been given in respect of every fence for the time being erected.
- (n) No fence can be erected or be permitted to remain on any lot burdened closer to any street than the building line of that street without the prior written consent of the Developer and no other fence can be erected or permitted to remain on any lot burdened unless it is:
 - (i) 1.8 metre in height or less; and
 - (ii) constructed of timber (vertical boarding) or of colorbond in the colours of Summershade or Riversand or Domaine or of masonry (including bricks or blocks or concrete panels) of the same colour and texture as used in the dwelling on the lot.
- (o) For the purpose of restrictions (c) and (d) above, "gross floor area" means the sum of the areas of each floor of a building where the area of each floor is taken to be the area within the outer face of the external enclosing walls as measured at a height of 1400 millimetres above each floor level.

Gross Floor Area excludes:

- (i) balconies, patios and verandahs.
- (ii) garage and carport areas under 45m square in area.
- (iii) outbuildings that are less than 20 metres square in area.

Note: Areas in excess of the above described areas will be included in the Gross Floor Area of the building.


Acting General Manager / Authorised Person


22/04/08

ePlan

Sheet 7 of 13 Sheets

Plan: **DP1126990**

Plan of Subdivision of Lot 1167 in DP1076113
and Easements Within Lot 1166 in DP1076113
covered by Council's Certificate No. 335/2004

- (p) Where more than 1 dwelling is proposed, no dwelling can be erected or permitted to remain on any lot burdened unless it shall have been designed (and any plans and specifications relating to its erection shall have been prepared) by a qualified Designer as defined in Clause 3 of the Environmental Planning and Assessment Regulation 2000 and these plans and specifications are to be accompanied by a Certificate from such a qualified Designer to that effect.

2. TERMS OF EASEMENT NUMBERED 4 IN THE PLAN


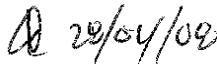
The terms of easement for Underground Cables set out in Memorandum No. 9262885 are incorporated into this document.

3. TERMS OF EASEMENT NUMBERED 5 IN THE PLAN

The terms of easement for Water Supply Purposes set out in Memorandum No. 7158329 are incorporated into this document.

4. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 7 IN THE PLAN

- (a) The owner of any lot burdened must not interfere with, damage or alter or permit the interference with, damage to or alteration of any concrete acoustic fencing constructed on the boundary of that lot.
- (b) No dwelling can be erected or permitted to remain on that part of a lot burdened which is within 3.0 metres of any concrete acoustic fencing constructed on the boundary of that lot.
- (c) The owner of any lot burdened must not excavate more than 0.5 metres below the natural ground surface that is within 3.0 metres of any concrete acoustic fencing constructed on the boundary of that lot unless:
- (i) a suitably qualified civil or structural engineer certifies that the excavation will not affect the structural stability of that concrete acoustic fencing; and

Acting 
General Manager / Authorised Person
9/5/08 

ePlan

Sheet 8 of 13 Sheets

Plan: **DP1126990**

Plan of Subdivision of Lot 1167 in DP1076113
and Easements Within Lot 1166 in DP1076113
covered by Council's Certificate No. 335/2004

- (ii) The Council of the City of Shellharbour approves.

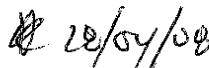
5. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 8 IN THE PLAN

- (a) No dwelling can be erected or permitted to remain on that part of a lot burdened which is affected by this restriction unless that dwelling is designed and constructed with:
- (ii) floor levels at or below the Ground Floor Level AHD stated in the table in clause 7(a) below; and
 - (ii) the Minimum Acoustic Attenuation Measures specified in the table in clause 7(b) below.
- (b) For the purposes of this restriction "dwelling" has the meaning defined in Shellharbour Local Environmental Plan 2000.

6. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 9 IN THE PLAN

- (a) No dwelling can be erected or permitted to remain on that part of a lot burdened which is affected by this restriction unless that dwelling is designed and constructed with:
- (i) floor levels at or below the First Floor Level AHD stated in the table in clause 7(a) below; and
 - (ii) the Minimum Acoustic Attenuation Measures specified in the table in clause 7(b) below, above the First Floor Level AHD stated in the table in clause 7(a) below
- (b) For the purposes of this restriction "dwelling" has the meaning defined in Shellharbour Local Environmental Plan 2000.


General Manager / Authorised Person


20/04/08

ePlan

Sheet 9 of 13 Sheets

Plan: **DP1126990**


Plan of Subdivision of Lot 1167 in DP1076113
and Easements Within Lot 1166 in DP1076113
covered by Council's Certificate No. 335/2004

7. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 10 IN THE PLAN

- (a) No dwelling can be erected or permitted to remain on that part of a lot burdened which is affected by this restriction unless that dwelling is designed and constructed with floor levels at or below the First Floor Level AHD specified in the following table:

Lot Number	Ground Floor Level AHD	First Floor Level AHD
7401	27.86	30.86
7402	29.25	32.25
7403	30.31	33.31
7404	31.30	34.30
7405	32.25	35.25
7406	33.52	36.52
7408	28.35	31.35
7409	28.47	31.47
7410	27.25	30.25
7411	26.12	29.12
7412	24.62	27.62

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

Acting 
General Manager / Authorised Person
9/5/08 @ 22/04/09

ePlan

Sheet 10 of 13 Sheets

Plan: **DP1126990**

Plan of Subdivision of Lot 1167 in DP1076113
and Easements Within Lot 1166 in DP1076113
covered by Council's Certificate No. 335/2004

Item	Minimum Acoustic Attenuation Measures
Windows and glazed doors having a view in the direction of any Acoustic Fencing	6mm glazing fitted with acoustic seals (STC29)
Windows and glazed doors having no view in the direction of any Acoustic Fencing	Standard windows and doors
Entrance doors having a view in the direction of any Acoustic Fencing	35mm thick solid core timber doors, acoustically sealed around the full perimeter
Entrance doors having no view in the direction of any Acoustic Fencing	Standard doors

(c) For the purposes of this restriction:

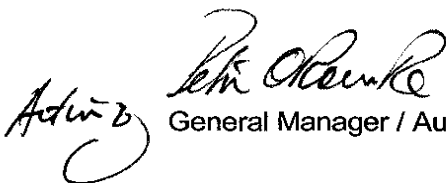
- (i) "dwelling" has the meaning defined in Shellharbour Local Environmental Plan 2000; and
- (ii) "Acoustic Fencing" means concrete or acrylic fencing constructed on the land shown as RIGHT OF CARRIAGEWAY VARIABLE WIDTH in Deposited Plan 267330.

8. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 12 IN THE PLAN

The owner of any lot burdened must not excavate below the existing ground surface on that part of the lot burdened.

9. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 13 IN THE PLAN

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.


General Manager / Authorised Person

22/04/08

ePlan
Sheet 11 of 13 Sheets

Plan: **DP1126990**


Plan of Subdivision of Lot 1167 in DP1076113
and Easements Within Lot 1166 in DP1076113
covered by Council's Certificate No. 335/2004

10. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 14 IN THE PLAN

No dwelling can be erected or permitted to remain on a lot burdened unless that dwelling is, as a minimum, designed and constructed to "Level 1 Construction" under Australian Standard AS3959, "Construction of Buildings in Bushfire Prone Areas".

11. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 15 IN THE PLAN

- (a) No dwelling can be erected or permitted to remain on that part of a lot burdened by this restriction.
- (b) No structure can be erected or placed on that part of a lot burdened by this restriction unless that structure is constructed of non-combustible material and approval has been granted for its construction by the New South Wales Rural Fire Service.
- (c) No materials or goods can be placed or stored on that part of a lot burdened by this restriction unless that material or good is comprised totally of non-combustible elements.
- (d) No vegetation is permitted on that part of a lot burdened by this restriction unless it comprises:
 - (i) mown lawn;
 - (ii) trees that are located more than 2.0m from a dwelling or another tree when measured from the extremity of the fully grown canopy of that tree; and
 - (iii) shrubs to a maximum of 5% of the total area of that part of the lot burdened by the restriction and planted in small isolated clumps.
- (e) For the purposes of this restriction "dwelling" has the meaning defined in Shellharbour Local Environmental Plan 2000.

Acting 
General Manager / Authorised Person
9/5/08

re/04/08

ePlan

Sheet 12 of 13 Sheets

Plan: **DP1126990**

Plan of Subdivision of Lot 1167 in DP1076113
and Easements Within Lot 1166 in DP1076113
covered by Council's Certificate No. 335/2004

(f) For the purposes of this restriction "structure" shall mean garden sheds, decks, pergolas, swimming pools, paving and the like.

12. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 16 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 stormwater drainage infrastructure within that part of the lot burdened.

13. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 18 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 the concrete driveway within that part of the lot burdened.


14. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 19 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 tubular metal fencing constructed on the boundary of that lot.

Name of person empowered to release, vary or modify easements and restrictions numbered 1, 2, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17 and 19 in the plan.

The Council of the City of Shellharbour

Name of person empowered to release, vary or modify easement numbered 4 in the plan.

Integral Energy Australia
Acting 
General Manager / Authorised Person
9/5/08 *28/04/03*

ePlan
Sheet 13 of 13 Sheets

Plan: **DP1126990**

Plan of Subdivision of Lot 1167 in DP1076113
and Easements Within Lot 1166 in DP1076113
covered by Council's Certificate No. 335/2004

Name of person empowered to release, vary or modify easement numbered 5 in the plan.

Sydney Water Corporation

Name of person empowered to release, vary or modify rights and restrictions numbered 3,
15 and 18 in the plan.

**The Council of the City of Shellharbour and
New South Wales Rural Fire Service**

THE COMMON SEAL of

THE COUNCIL OF THE CITY
OF SHELLHARBOUR



was affixed on *9 May* 2008
pursuant to a resolution made on 28 November 2006

[Signature]
.....
Mayor
[Signature]
.....
[Signature] General Manager

~~General Manager / Authorised Person~~

[Signature] 22/04/08

REGISTERED  17-7-2008

SCHEDULE OF CURVED LINES

Number	Radius	Arc Length	Chord Distance	Chord Bearing
1	180.5	16.538	16.538	237.3852°
2	180.5	1.635	234.4545°	1.635
3	180.5	17.362	231.4451°	17.362
4	180.5	8.293	227.4033°	8.293
5	470.5	7.993	225.5033°	7.993
6	470.5	15.680	224.3020°	15.680
7	470.5	15.707	222.3545°	15.707
8	470.5	13.100	220.5052°	13.100
9	470.5	16.999	219.0116°	16.999
10	470.5	3.437	217.4637°	3.437
11	333.087	9.203	217.0111°	9.203
12	164.5	1.314	213.0848°	1.314
13	164.5	15.339	152.324°	15.339
14	164.5	15.139	144.52719°	15.139
15	44.0	28.493	27.998	28.493
16	530.538	31.004	27.998	31.004
17	530.505	28.286	28.286	28.286
18	530.5	2.020	335.2247°	2.020
19	191.0	15.525	248.3700°	15.525
20	791.915	21.995	161.192°	21.995
21	791.915	10.192	162.2154°	10.192
22	485.0	5.808	342.2502°	5.808
23	485.0	15.0	161.1128°	15.0
24	485.0	15.0	159.2508°	15.0
25	485.0	16.421	16.420	16.421
26	106.951	13.115	59.3519°	13.115
27	96.55	6.885	153.4843°	6.885
28	518.5	28.202	330.1700°	28.202
29	518.5	4.089	148.2544°	4.089
30	518.5	72.377	144.1514°	72.377

SCHEDULE OF REFERENCE MARKS

Number	Radius	Arc Length	Chord Distance	Chord Bearing
31	30.0	25.886	25.100	251.9512°
32	455.0	140.282	139.698	327.3339°
33	455.0	16.398	16.399	337.2917°
34	455.0	15.000	14.999	339.2345°
35	455.0	15.000	14.999	341.1705°
36	455.0	4.231	4.231	342.2944°
37	786.5	11.789	342.1959°	11.789
38	786.5	20.488	341.0930°	20.488
39	786.5	1.513	340.2125°	1.513
40	191.0	17.008	17.002	243.4414°
41	191.0	49.288	49.288	53.4622°
42	481.0	10.163	10.163	45.4515°
43	483.75	26.509	26.506	43.1459°
44	481.0	15.564	15.563	40.2524°
45	483.75	13.879	13.878	38.2043°
46	571.0	25.439	25.437	215.4631°
47	497.0	10.786	10.786	342.0811°
48	779.915	13.824	13.824	342.1338°
49	176.5	4.211	4.211	112.5906°
50	530.5	30.540	141.4936°	30.540
51	530.5	27.698	27.695	141.4053°
52	176.5	8.041	8.040	122.0413°

SCHEDULE OF CURVED LINES

Number	Radius	Arc Length	Chord Distance	Chord Bearing
53	30.0	25.886	25.100	251.9512°
54	455.0	140.282	139.698	327.3339°
55	455.0	16.398	16.399	337.2917°
56	455.0	15.000	14.999	339.2345°
57	455.0	15.000	14.999	341.1705°
58	455.0	4.231	4.231	342.2944°
59	786.5	11.789	342.1959°	11.789
60	786.5	20.488	341.0930°	20.488
61	786.5	1.513	340.2125°	1.513
62	191.0	17.008	17.002	243.4414°
63	191.0	49.288	49.288	53.4622°
64	481.0	10.163	10.163	45.4515°
65	483.75	26.509	26.506	43.1459°
66	481.0	15.564	15.563	40.2524°
67	483.75	13.879	13.878	38.2043°
68	571.0	25.439	25.437	215.4631°
69	497.0	10.786	10.786	342.0811°
70	779.915	13.824	13.824	342.1338°
71	176.5	4.211	4.211	112.5906°
72	530.5	30.540	141.4936°	30.540
73	530.5	27.698	27.695	141.4053°
74	176.5	8.041	8.040	122.0413°

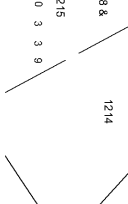
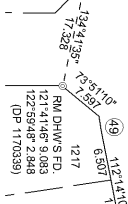
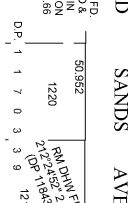
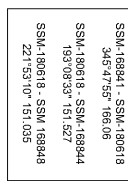
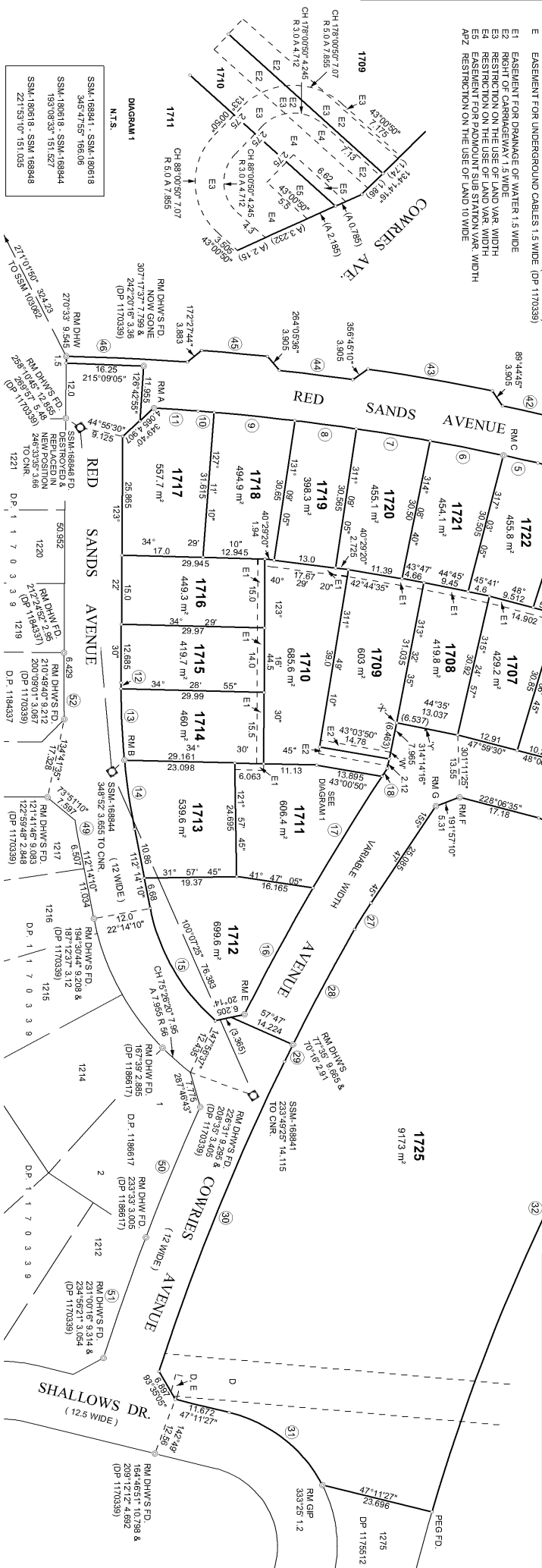
SCHEDULE OF PERMANENT MARKS AS OF 14/12/2014

SURVEYING AND SPATIAL INFORMATION REGS. 2012
 SOURCE S.C.I.M.S. COMBINED SCALE FACTOR 1.000069

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
SSM 100073	303942.861	6170348.382	56	C	4
SSM 100062	303745.402	6170272.168	56	C	4
SSM 99612	303581.674	6170246.246	56	C	4
SSM 106844	304151	6170225	56	U	4
SSM 106841	304226	6170212	56	U	4

SCHEDULE OF PERMANENT MARKS SOURCE SURVEY TRAVERSE

SSM 180618	304185	6170372	56	E	5
SSM 180618	304185	6170372	56	E	5
SSM 180618	304084	6170260	56	E	5



Surveyor: MATTHEW B. SMITH
 Date of Survey: 17/12/2014
 Surveyor's Ref: D214143

PLAN OF SUBDIVISION OF LOT 1277 IN DP 1175512

LGA: SHELLHARBOUR
 Locality: SHELL COVE
 Subdivision No: 465/2013

Registered
 23.2.2015

DP1196559


PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

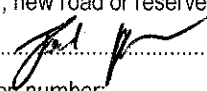
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Registered:  23.2.2015 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only <h1 style="margin: 0;">DP1196559</h1> Office Use Only
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PLAN OF SUBDIVISION OF LOT 1277 IN DP 1175512	LGA: SHELLHARBOUR Locality: SHELL COVE Parish: TERRAGONG County: CAMDEN
---	--

<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:	<p style="text-align: center;">Survey Certificate</p> 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 17/12/2014 *(b) The part of the land shown in the plan being 1279 – 1280 was 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: 19/12/2014 Surveyor ID: 1902 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.
--	---

<p style="text-align: center;">Subdivision Certificate</p> I, <u>JOEL HARRIS</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: <u>29/01/2015</u> Subdivision Certificate number: 465/2013 File number: 465/2013 *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 ROAD COWRIES AVE. VARIABLE WIDTH RED SANDS AVE. VARIABLE WIDTH
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Statements of intention to dedicate public roads, public reserves and drainage reserves. IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD COWRIES AVE. VARIABLE WIDTH RED SANDS AVE. VARIABLE WIDTH	Plans used in the preparation of survey/compilation. DP 1170339, DP 1186617, DP 1184337 If space is insufficient continue on PLAN FORM 6A
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Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: D214143
--	-------------------------------


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered:  23.2.2015 Office Use Only

PLAN OF SUBDIVISION OF LOT 1277 IN DP 1175512

DP1196559

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.

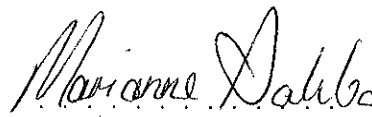
Subdivision Certificate number: 465/2013.....
Date of Endorsement: 29/01/2015.....

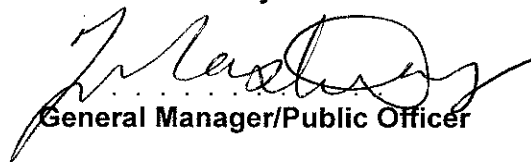
The COMMON SEAL of
the COUNCIL OF THE CITY
OF SHELLHARBOUR



was affixed on 3 February 2014

Pursuant to a resolution Made on
16th December 2014


Marianne Daliba
Mayor


General Manager/Public Officer

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 (E3)
4. RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (E4)
5. EASEMENT FOR PAD MOUNT SUB STATION VARIABLE WIDTH (E5)
6. RESTRICTION ON THE USE OF LAND 10 WIDE (APZ)
7. RIGHT OF CARRIAGEWAY 1.5 WIDE (E2)
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND

If space is insufficient use additional annexure sheet

Surveyor's Reference: D214143

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 ⁸ 7 Sheets

DP1196559

Plan of Subdivision of Lot 1277 DP1175512 covered by Council's Certificate No. 465/2013

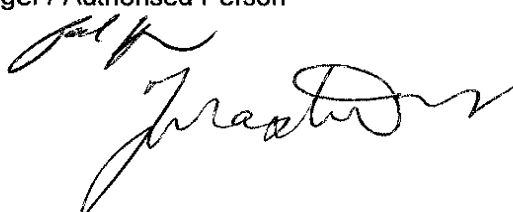
Full name and address of the owner of the land:

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)	1701	1702 to 1705 inclusive
		1702	1703 to 1705 inclusive
		1703	1704 1705
		1704	1705
		1706	1707 to 1711 inclusive 1713 to 1716 inclusive
		1707	1708 to 1711 inclusive 1713 to 1716 inclusive
		1708	1709 to 1711 inclusive 1713 to 1716 inclusive
		1709	1710 1711 1713 to 1716 inclusive
		1710	1711 1713 to 1716 inclusive

General Manager / Authorised Person



DP1196559

Plan of Subdivision of Lot 1277 DP1175512
 covered by Council's Certificate No. 465/2013

		1711 1714	1713 1711 1713
		1715	1711 1713 1714
		1716	1711 1713 to 1715 inclusive
2	Restriction on the use of land	1701 to 1724 inclusive	The Council of the City of Shellharbour
3	Restriction on the use of land variable width (E3)	<i>PART LOT</i> 1709 to 1711 inclusive	Endeavour Energy
4	Restriction on the use of land variable width (E4)	<i>PART LOTS</i> 1710 1711	Endeavour Energy
5	Easement for padmount substation variable width (E5)	1710 1711	Endeavour Energy
6	Restriction on the use of land 10 wide (APZ)	1701 <i>PART LOT</i>	The Council of the City of Shellharbour
7	Right of carriageway 1.5 wide (E2)	1709 1710	1710 1709
8	Restriction on the use of land	1701 to 1705 inclusive	The Council of the City of Shellharbour
9	Restriction on the use of land	1708	The Council of the City of Shellharbour
10	Restriction on the use of land	1709	The Council of the City of Shellharbour

General Manager / Authorised Person



DP1196559

Plan of Subdivision of Lot 1277 DP1175512
covered by Council's Certificate No. 465/2013

Part 2 (Terms)

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

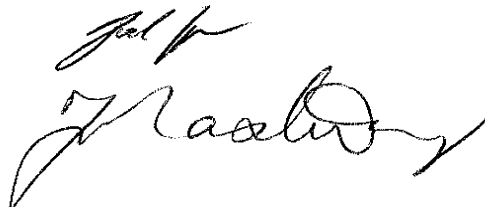
- (a) No building on any lot burdened shall be used or permitted to be used as an exhibition home or display home or for the purpose of displaying exhibition homes or display homes to the general public.
- (b) No fence can be erected or be permitted to remain on any lot burdened to divide it from any 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, also taking into account the requirements and recommendations of Douglas Partners' Report on Geotechnical Investigation, Lot Classification Stage 10D4 Shell Cove Estate, Project Number 40999.95 dated January 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 (E3)

No swimming pool or spa shall be erected or permitted to remain within the restriction site, where:

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

General Manager / Authorised Person



DP1196559

Plan of Subdivision of Lot 1277 DP1175512
covered by Council's Certificate No. 465/2013

3. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 4 IN THE PLAN (E4)

- (a) 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
 - (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 the owner provides the authority benefited with an engineer's certificate to this effect.
- (b) The fire ratings mentioned in clause 3(a) must be achieved without the use of fire fighting systems such as automatic sprinklers.
- (c) 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.

4. TERMS OF EASEMENT NUMBERED 5 IN THE PLAN (E5)

The terms of easement for Padmount Substation set out in Memorandum No. 9262886 are incorporated into this document, subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1.

~~General Manager~~ / Authorised Person



DP1196559

Plan of Subdivision of Lot 1277 DP1175512
covered by Council's Certificate No. 465/2013

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

That part of the lot burdened by this restriction forms an Asset Protection Zone as defined in NSW Rural Fire Service "Planning for Bush Fire Protection (2006)" and "Standards for Asset Protection Zones (2006)" (or as subsequently amended).

That part of the lot burdened shall be maintained in accordance with the requirements of "Planning for Bush Fire Protection 2006" and "Standards for Asset Protection Zones (2006)" (or as subsequently amended) in perpetuity and is the sole responsibility of the land owner.

6. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 8 IN THE PLAN

The common boundary of any lot burdened and Lot 1278 DP1175512 must not be used as a means of access to or egress from that lot.

The owner of any lot burdened must not interfere with, damage or alter or permit the interference with, damage to or alteration of any timber noise barrier or metal tubular fencing constructed on the common boundary of that lot and Lot 1278 DP1175512.

No dwelling can be erected or permitted to remain any lot burdened which is affected 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 facade facing Lot 1278 DP1175512 and on side facades	6mm glazing fitted with full perimeter acoustic seals (to achieve minimum R_w29) and mechanical ventilation

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

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

~~General Manager~~ / Authorised Person



ePlan

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Sheet 6 of 8 Sheets

DP1196559

Plan of Subdivision of Lot 1277 DP1175512
covered by Council's Certificate No. 465/2013

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

The boundary of any lot burdened between points 'W' and 'X' must not be used as a means of access to or egress from that lot.

Name of person empowered to release, vary or modify easements and restrictions numbered 1, 2, 6, 7, 8, 9 and 10 in the plan.

The Council of the City of Shellharbour

Name of person empowered to release, vary or modify easements and restrictions numbered 3, 4 and 5 in the plan.

Endeavour Energy

THE COMMON SEAL of

THE COUNCIL OF THE CITY
OF SHELLHARBOUR



was affixed on 3 February 2015

pursuant to a resolution made on
16th December 2014

Marianne Daliba

Mayor

[Signature]
General Manager / Public Officer

General Manager / Authorised Person

[Signature]

ePlan


8
Sheet 7 of 7 Sheets

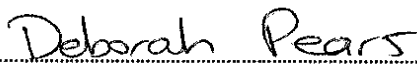
DP1196559

Plan of Subdivision of Lot 1277 DP1175512
covered by Council's Certificate No. 465/2013

Signed on behalf of Endeavour Energy ABN 59 253 130 878 by its Attorney
pursuant to Power of Attorney Book 4677
No 686 in the presence of:


Signature of witness


Signature of attorney


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

Name: Helen Smith
Position: Manager Property & Fleet
Date of execution: 21 JANUARY 2015.
Reference: URS 15352

General Manager / Authorised Person

ePlan

8 8
Sheet 7 of 7 Sheets

DP1196559

Plan of Subdivision of Lot 1277 DP1175512
covered by Council's Certificate No. 465/2013

Signed on behalf of **Endeavour Energy** ABN 59 253 130 878 by its Attorney
pursuant to Power of Attorney Book 4677
No 686 in the presence of:

.....
Signature of witness

.....
Signature of attorney

.....
Name of witness

c/- Endeavour Energy 51 Huntingwood
Drive Huntingwood 2148

Name:

Position:

Date of execution:

Reference:

REGISTERED



23.2.2015

~~General Manager~~ / Authorised Person

[Handwritten signature]
[Handwritten signature]

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: 109296-30

Certificate No: PL0469/2023

Print Date: 13 March 2023

LAND DESCRIPTION:

26A Cowries Avenue SHELL COVE NSW 2529

Lot 1 DP 1232500

Land ID: 33837

Disclaimer

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

Title Information

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

Inspection of the land

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

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

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

1. Name of Relevant Planning Instruments and DCPs

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

Local Environmental Plan

Shellharbour Local Environmental Plan 2013.
Reference should also be made to NSW Legislation website
www.legislation.nsw.gov.au for full details regarding this LEP.

State Environmental Planning Policies

SEPP No 65 - Design Quality Of Residential Flat Development.

SEPP - Building Sustainability Index: Basix 2004.

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.

.....
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

No.

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 daft 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 - R2 Low Density Residential.

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

Shellharbour LEP 2013 - R2: Home occupations.

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

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

2.4 For what purposes is development prohibited within the zone?

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

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 PLAN

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 special contributions area under the Act, Division 7.1, the name of the area?

No.

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 Is the land or part of the land within the flood planning area and subject to flood related development controls?

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

9.2 Is the land or part of the land between the flood planning area and the probable maximum flood and subject to flood related development controls?

All or part of the land has been identified within the Shell Cove Boat Harbour Flooding Assessment as **BELOW THE PROBABLE MAXIMUM FLOOD LEVEL**. Updated Information has been produced by consultants via the Development Application process and advice related to flooding and flood related development controls may be different to those outlined in above mentioned study. For further information please contact Council's Technical Services Department on 4221 6111.

9.3 In this clause flood planning area has the same meaning as in the Floodplain Development Manual; Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005; and probable maximum flood has the same meaning as in the Floodplain Development 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 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.

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

All or part of the land has been identified within the Shell Cove Boat Harbour Flooding Assessment as **BELOW THE PROBABLE MAXIMUM FLOOD LEVEL**. This study was commissioned by Frasers, on behalf of Council, to identify the existing flood behaviour within the catchment and model the changes to flood behaviour as a result of the Shell Cove Development and Proposed Boat Harbour Precinct. Updated Information has been produced by consultants via the Development Application process and advice related to flooding and flood related development controls may be different to those outlined in above mentioned study. For further information please contact Council's Technical Services Department on 4221 6111.

Precinct Development Strategy

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

Development Consents Relating To The Land

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

Constraints

NSW COASTAL POLICY 1997. The NSW Coastal Policy 1997 applies to all land within the Coastal Zone as identified by the maps held by the Department of Planning. This includes the subject property.

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

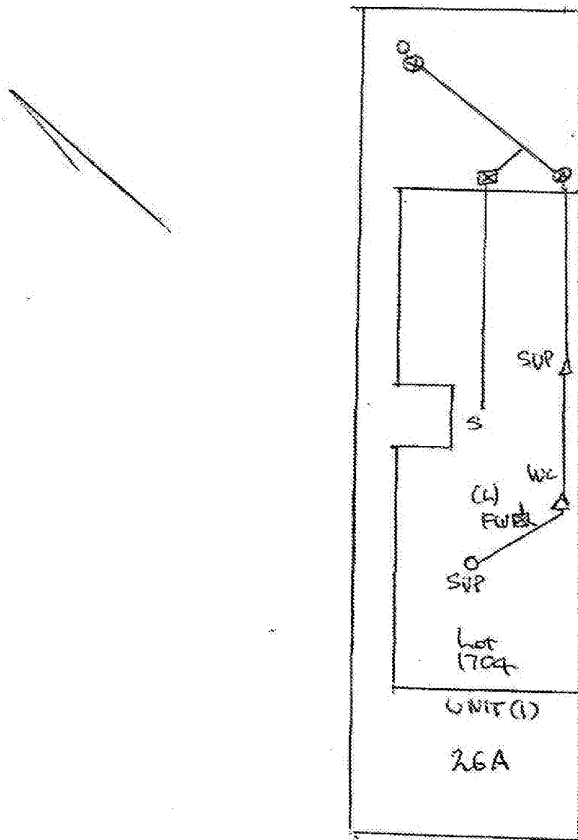
Sewer Service Diagram

Application Number: 8000776682

SEWER SERVICE DIAGRAM

Lot No 1704 DP No 1196550 House No 26A Street COWRIES AV
 SUBURB OF Sheehy COVE LGA _____
 Licence No 92816 SCALE 1:200 SSD _____
 Signature J. Gentry Street/CoC No _____ Date 1.8.16

	Secondary Trap	AW	Air Admittance Valve	AS	Sink (Dry)		Cistern
	Suspension Shaft	S	Bath	B	Through Laundry		F8
	Inspection Opening	IS	Bath Waste	WC	Waste Clean		Grease Interceptor
	Gully	ES	Wash	W	Washed Pipe		Pump Unit
	F87	CO	Clean Out	OC	Waste Stack		On-site Treatment System
	Vertical Junction	FV	Floor Waste Gully	FWG	Soiler Vent Pipe		Retrofit Valve
	Sloped Junction	Str	Shower	Sh	Vent Pipe		Capped Point
	On track Junction	S	Sink (Wet)	WS	Induct Pipe (Wet Floor)		Proposed (future) drain pot

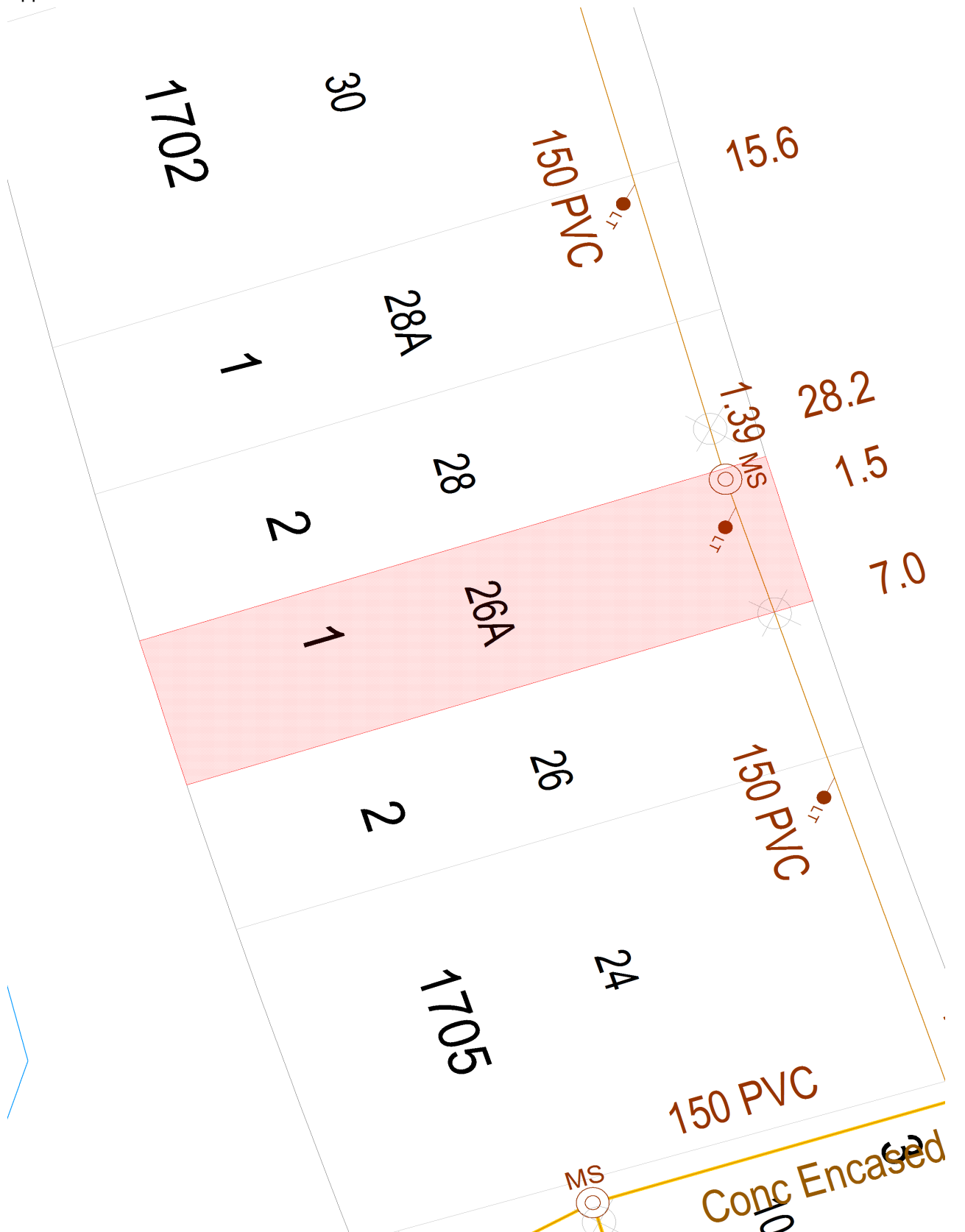


COWRIES AV ABT 87th Rod Sands AV

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: 8000776681



Document generated at 02-06-2021 03:01:46 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**.

Statement of Cover

MARKSMAN HOMES PTY LTD

HIA INSURANCE SERVICES (NSW)

4 BYFIELD STREET

NORTH RYDE NSW 2113

Note: This document contains an extract of details kept on the HBCF Certificates Register. To confirm the authenticity of this document as proof of a valid contract of insurance, please visit the Certificates Register at www.hbcf.nsw.gov.au. The Certificates Register will also notify you if any claims have been made on this insurance cover and any other relevant information.

CERTIFICATE IN RESPECT OF INSURANCE RESIDENTIAL BUILDING WORKS BY CONTRACTORS

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by the NSW Self Insurance Corporation who is responsible for management of the Home Building Compensation Fund.

In respect of	New Duplex, Dual Occupancy, Triplex &/or Terrace (Attached) Construction
At	26A Cowries Avenue SHELL COVE
Homeowner	Khaldoun Badawy & Sanaa Salama
Carried out by	MARKSMAN HOMES PTY LTD
Licence Number	3602
Contract Sum	\$364,849.00
Contract Date	19/05/2016
Premium Paid	\$2,353.88

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 Home Building Compensation Fund website at www.hbcf.nsw.gov.au

Issued on the 23/05/2016

Issued by QBE Insurance (Australia) Limited

On behalf of **NSW Self Insurance Corporation (ABN 97 369 689 650)**



Final Occupation Certificate

CERTIFICATE NUMBER: 8027116

Issued under the Environmental Planning and Assessment Act 1979

SUBJECT LAND:

LOT: 1704
DP: 1196559
26 COWRIES AVENUE
SHELL COVE
NSW 2529

DESCRIPTION OF WORK:

TWO TOWNHOUSES WITH GARAGES

LIMITATIONS AND/OR EXCLUSIONS:

BUILDING CLASSIFICATION:

1a, 10a

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: 0080/2016 dated 12/05/2016 issued by Shellharbour City Council is in force with respect to the building.
- Construction Certificate No: 8027116 dated 01/07/2016 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:

- Waste Management
- Certificate of Installation of BASIX Requirements
- Certificate of Structural Adequacy for Piers & Slab
- Pest Control Certificate
- Final Identification Survey
- Waterproofing Installation Certificate
- Manufacturers Certificate for Glazing (Shower Screens)
- Smoke Alarm Installation Certificate
- Certificate of Insulation
- Water Efficiency Approval
- Basix - Plumbing
- Sydney Water Section 73 Certificate
- Record of Critical Stage Inspections
- Works as Executed Plans

FOC Rego \$36

Paid by CHEQUE <input checked="" type="checkbox"/>	E.F.T <input type="checkbox"/>	CASH <input type="checkbox"/>
Amount \$36 -	Rec. No. 278087	
DATE 12/5/17	Account No.	

Michael Hardy
BPB0772

Date of Certificate

Digitally Signed

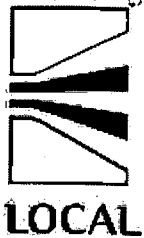
Ref: 8027116

Doc ID: 4C8D739

Michael Hardy (BPB0772) - Date: 9/05/2017

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:** 0080/2016

**Development
Certificate Number:** 8027116

Our Reference: 8027116

Subject Land: Lot: 1704 D.P.: 1196559
26 Cowries 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 Inspection</u>	<u>Type of Inspection</u>	<u>Result</u>	<u>Accredited Certifier</u>
14/07/2016	Commencement	Satisfactory	Michael Hardy BPB0772
14/07/2016	Pier Inspection	Satisfactory (Minor issues)	Michael Hardy BPB0772
27/07/2016	Slab Inspection	Satisfactory (Minor issues)	Michael Hardy BPB0772
1/08/2016	Stormwater Inspection	Satisfactory	Craig Hardy BPB0167
9/12/2016	Framework Inspection	Satisfactory	Michael Hardy BPB0772
20/01/2017	Wet Area Inspection	Satisfactory	Michael Hardy BPB0772
3/05/2017	Final (Preliminary) Inspection	Defective	Michael Hardy BPB0772
9/05/2017	Final Inspection	Satisfactory	Michael Hardy BPB0772

Michael Hardy
Accredited Certifier
Building Professionals Board

BPB0772
Digitally Signed

Ref: 8027116

Michael Hardy (BPB0772) - Date: 9/05/2017
Date
Final Occupation Certificate





Standard form from 28 September 2020 Residential tenancy agreement

Residential Tenancies Regulation 2019 Schedule 1 Standard Form Agreement (Clause 4)

IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the **Agreement**).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent **must give the tenant** a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of the Tenant Information Statement published by NSW Fair Trading.

THIS AGREEMENT IS MADE ON AT

BETWEEN

Landlord Name (1):

Landlord Name (2):

Landlord telephone number or other contact details:

If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:

*Note: The above information **must** be provided for landlord(s), whether or not there is a landlord's agent*

Address for service of notices (can be an agent's address):

Suburb:

State:

Postcode:

*Note: The landlord(s) business address or residential address **must** be provided for landlord(s) if there is no landlord's agent*

Tenant Name (1):

Tenant Name (2):

Tenant Name (3):

Add all other tenants here:

Address for service of notices (if different to address of residential premises):

Suburb:

State:

Postcode:

Contact details:

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20

Landlord's agent details: [If applicable]

Agent name:

Dapto First National Pty Ltd

Business address for service of notices:

18/23 Addison Street

Suburb:

Shellharbour

State:

NSW

Postcode:

2529

Contact details: [This must include a telephone number]

02 4295 5033

Tenant's agent details: [If applicable]

Agent name:

Address for service of notices:

Suburb:

State:

Postcode:

Contact details:

Term of agreement:

The term of this agreement is -

- 6 months 12 months 2 years 3 years
 5 years Other (please specify): Periodic (no end date)

starting on and ending on [Cross out if not applicable]

Note: For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900

Residential premises:

The residential premises are [Insert address]:

26A Cowries Avenue, SHELL COVE NSW 2529

The residential premises include:

Single Garage

[Insert any inclusions, for example a parking space or furniture provided. Attach additional pages if necessary.]

Rent:

The rent is \$ per payable in advance starting on

Note: Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

The method by which the rent must be paid:

(a) Electronic Funds Transfer (EFT) into the following account, or any other account nominated by the landlord:

BSB number:	062 531
account number:	1025 8198
account name:	Dapto First National Pty Ltd
payment reference:	2440

(b) to at by ~~cash,~~

(c) as follows:

Note: The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

RENTAL BOND [Cross out if there is not going to be a bond]:

A rental bond of \$ 2880 must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

- the landlord or another person, or
- the landlord's agent, or
- NSW Fair Trading through Rental Bond Online.

Note. All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent it must be deposited within 10 working days after the end of the month in which it is paid.

IMPORTANT INFORMATION

Maximum number of occupants

No more than 2 persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs:	<u>Just Sharp Electrical</u>	Telephone:	<u>0431 605 746</u>
Plumbing repairs:	<u>M & W Plumbing</u>	Telephone:	<u>0414 578 103</u>
Other repairs:	<u>Rachel Hutchinson</u>	Telephone:	<u>0401 850 581</u>

Water usage

Will the tenant be required to pay separately for water usage? Yes No

If yes, see clauses 12 and 13.

Utilities

Is **electricity** supplied to the premises from an embedded network? Yes No

Is **gas** supplied to the premises from an embedded network? Yes No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20

Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

- Hardwired smoke alarms
 Battery operated smoke alarms

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? Yes No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? Yes No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? Yes No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises? Yes No

If yes, see clauses 38 and 39.

Giving notices and other documents electronically [Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

Note. You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.

Landlord

Does the landlord give express consent to the electronic service of notices and documents? Yes No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Tenant

Does the tenant give express consent to the electronic service of notices and documents? Yes No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is given to the tenant for signing.

Tenancy laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this agreement. Both the landlord and the tenant must comply with these laws.

The Agreement

RIGHT TO OCCUPY THE PREMISES

- 1. The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under **'Residential premises'** on page 2 of this agreement.

COPY OF AGREEMENT

- 2. The landlord agrees** to give the tenant:
 - 2.1** a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
 - 2.2** a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

- 3. The tenant agrees:**
 - 3.1** to pay rent on time, and
 - 3.2** to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
 - 3.3** to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
- 4. The landlord agrees:**
 - 4.1** to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
 - 4.2** not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
 - 4.3** not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
 - 4.4** to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
 - 4.5** not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and

- 4.6** to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
- 4.7** to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- 4.8** to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note. The landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement

RENT INCREASES

- 5. The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note: Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

- 6. The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
- 7. The landlord and the tenant agree:**
 - 7.1** that the increased rent is payable from the day specified in the notice, and
 - 7.2** that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
 - 7.3** that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

- 8. The landlord and the tenant agree** that the rent abates if the residential premises:
 - 8.1** are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or

- 8.2 cease to be lawfully usable as a residence, or
 - 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. The landlord agrees to pay:

- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and
- Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.*
- Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.*
- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
 - 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

- 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advance meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. The tenant agrees to pay:

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
 - 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises and
- Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.*
- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
 - 11.4 all charges for pumping out a septic system used for the residential premises, and
 - 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
 - 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
 - 11.6.1 are separately metered, or
 - 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. Separately metered is defined in section 3 of the Residential Tenancies Act 2010.

12. The landlord agrees that the tenant is not required to pay water usage charges unless:

- 12.1** the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2** the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3** the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4** the residential premises have the following water efficiency measures:
 - 12.4.1** all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
 - 12.4.2** on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
 - 12.4.3** all showerheads have a maximum flow rate of 9 litres a minute,
 - 12.4.4** at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES

14. The landlord agrees:

- 14.1** to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2** to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

- 15.1** that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord and
- 15.2** that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant using the residential premises, and
- 15.3** that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

- 16.1** not to use the residential premises, or cause or permit the premises to be used for any illegal purpose, and
- 16.2** not to cause or permit a nuisance, and
- 16.3** not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4** not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5** not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17. The tenant agrees:

- 17.1** to keep the residential premises reasonably clean, and
- 17.2** to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3** that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

18.1 to remove all the tenant's goods from the residential premises, and

18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

18.3 to leave the residential premises reasonably clean, having regard to its condition at the commencement of the tenancy, and

18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

18.5 to make sure that all light fittings on the premises have working globes, and

18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note. Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1. Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for the residential premises to be fit to live in. These include that the residential premises:

- a) are structurally sound, and
- b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- c) have adequate ventilation, and
- d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and

e) have adequate plumbing and drainage, and

f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and

g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

a) are in a reasonable state of repair, and

b) with respect to the floors, ceilings, walls and supporting structures - are not subject to significant dampness, and

c) with respect to the roof, ceilings and window - do not allow water penetration into the premises, and

d) are not liable to collapse because they are rotted or otherwise defective.

19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out and

19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and

19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and

19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence

but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

- 20.1** the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2** the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3** the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4** the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6** the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note. The type of repairs that are **urgent repairs** are defined in the Residential Tenancies Act 2010 and are defined as follows:

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,

- (j) a failure or breakdown of any essential service of the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

21. The landlord agrees:

- 21.1** to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2** to make all reasonable efforts to agree with the tenant as to the days and time when the residential premises are to be available for inspection by potential purchasers.

22. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

23. The landlord and tenant agree:

- 23.1** that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2** that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

24. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

- 24.1** in an emergency (including entry for the purpose of carrying out urgent repairs)
- 24.2** if the Civil and Administrative Tribunal orders,
- 24.3** if there is good reason for the landlord to believe the premises are abandoned
- 24.4** if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
 - 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
 - 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
 - 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
 - 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
 - 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
 - 24.11 if the tenant agrees.
25. **The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
 - 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
 - 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
 - 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.
26. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the

landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

27. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

28. The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 55A of the Residential Tenancies Act 2010 for when a photograph or visual recording is 'published'.

29. **The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the Residential Tenancies Act 2010, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. **The tenant agrees:**

- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the Residential Tenancy Regulation 2019 may only be carried out by a person appropriately qualified to install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and
- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

31. The landlord agrees not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

LOCKS AND SECURITY DEVICES

32. The landlord agrees:

- 32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33. The tenant agrees:

- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative

Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

- 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

34. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and the tenant agree that:

- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note: Clauses 35.3 and 35.4 do not apply to social tenancy housing agreements.

36. The landlord agrees not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED *[Cross out clauses if not applicable]*

- 38. The landlord agrees to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.
- 39. The landlord agrees to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

MITIGATION OF LOSS

- 40. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

RENTAL BOND

[Cross out clauses if no rental bond is payable]

- 41. The landlord agrees that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative

Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

- 41.1 details of the amount claimed, and
- 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

42. The landlord agrees to:

- 42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace, a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working, unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

Note 1. Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm (which includes a heat alarm) includes maintenance of a smoke alarm in working order, installing or replacing a battery in the smoke alarm.

Note 2. Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.

Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. The tenant agrees:

43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the Residential Tenancies Regulation 2019.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44. The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

SWIMMING POOLS

[Cross out the following clause if there is no swimming pool]

45. The landlord agrees to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

46. The landlord agrees to ensure that at the time that this residential tenancy agreement entered into:

46.1 the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under the Act or a relevant occupation certificate within the meaning of that Act, and

46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Note. A swimming pool certificate of compliance is valid for 3 years from its date of issue.

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFA Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFA Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

48. The landlord agrees that if, during the tenancy the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 21

SIGNIFICANT HEALTH OR SAFETY RISKS

- 49. The landlord agrees** that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

- 50.1** to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and
- 50.2** to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3** that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4** if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

- 51. The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:
- 51.1** 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2** 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3** 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4** 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

- 52. The landlord agrees** that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

Note. Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

Any additional terms are not required by law and are **negotiable**.

ADDITIONAL TERM—PETS

[Cross out clauses if not applicable]

- 53. The landlord agrees** that the tenant may keep the following animal on the residential premises [specify the breed, size etc]:

1 x Dog 2 x Cat

54. The tenant agrees:

- 54.1** to supervise and keep the animal with the premises, and
- 54.2** to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy neighbours, and
- 54.3** to ensure that the animal is registered and micro-chipped if required under law, and
- 54.4** to comply with any council requirement

55. **The tenant agrees** to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

Insert any other agreed additional terms here.

Attach a separate page if necessary.

The tenant/s agree to have the property internally and externally professionally fumigated and any carpet professionally washed upon vacating.

the rent will increase to \$750 per week, payable in advance starting on 10/10/2022

NOTES

1. Definitions

In this agreement:

- **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
 - (a) the letting of residential premises, or
 - (b) the collection of rents payable for any tenancy of residential premises.
- **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- **rental bond** means money paid by the tenant as security to carry out this agreement.
- **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- **tenancy** means the right to occupy residential premises under this agreement.
- **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the

agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. Ending a fixed term agreement

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. Ending a periodic agreement

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully used as a residence or are appropriated or acquired by any authority by compulsory process. The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

It is an offence for any person to obtain possession of the residential premises without the order of the Civil and Administrative Tribunal or judgement or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS


Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000

SIGNED BY THE LANDLORD/AGENT

Name of landlord/agent

Stephanie Carpenter

Signature of landlord/agent




on the 17th day of August 2022

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of the **Landlord Information Statement** published by NSW Fair Trading that sets out the landlord's rights and obligations.

Signature of landlord/agent




on the 17th day of August 2022

SIGNED BY THE TENANT (1)

Name of tenant

Ian Lofty Fulton

Signature of tenant




on the 17 day of AUGUST 2022

SIGNED BY THE TENANT (2)

Name of tenant

Helen Trenergy

Signature of tenant



on the 17th day of AUGUST 2022

SIGNED BY THE TENANT (3)

Name of tenant

Signature of tenant

on the day of 20__

SIGNED BY THE TENANT (4)

Name of tenant


Signature of tenant

on the day of 20__

TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of the **Tenant Information Statement** published by NSW Fair Trading.

Signature of tenant



on the 17th day of AUGUST 2022

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Khaldoun Badawy and Sanaa Salama**
Purchaser:
Property: **26A Cowries 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.