

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Right Choice Real Estate</b> PO Box 303, Albion Park NSW 2527 Email: sales@rcree.com.au	Phone: 02 4257 6444
co-agent		
vendor	<b>Condon Super Co Pty Ltd ACN 617646241</b> 1 Lakelands Close, Shell Cove NSW 2529	
vendor's solicitor	<b>CVC Conveyancing</b> Suite 18, 30 Market Street, Wollongong NSW 2500 PO Box 360, Wollongong NSW 2520 DX 27826 Wollongong Court Email: jennifer@cvclaw.com.au	Phone: 4226 2333 Fax: 4225 0046 Ref: JB:LF:S019178
date for completion	<del>42nd day after the date of this contract</del> (clause 15) <i>22 January 2021</i>	
land (address, plan details and title reference)	<b>42 Honeybee Crescent, Calderwood NSW 2527</b> Lot 1350 in Deposited Plan 1206167 Folio Identifier 1350/1206167	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> <del>subject to existing tenancies</del> <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: back to back air conditioner
exclusions	
purchaser	<i>Lucille</i> <b>Shaun George Mackaway and Jessica <del>Lucinda</del> Mackaway</b> 44 Smiths Lane, Wongawilli NSW 2530
purchaser's solicitor	<b>Williamson Isabella Lawyers</b> 23 Princes Highway, Dapto NSW 2530 PO Box 338, Dapto NSW 2530 DX 26301 DAPTO Email: ji@williamsonisabella.com.au Phone: 02 4261 3355 Fax: 02 4261 8420
price	\$ 695,000.00
deposit	\$ <u>69,500.00</u> (10% of the price, unless otherwise stated)
balance	\$ 625,500.00
contract date	<i>7 December 2020</i> (if not stated, the date this contract was made)

buyer's agent

vendor *[Signature]*

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

witness

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

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## Contract for the sale and purchase of land 2019 edition

**TERM**                      **MEANING OF TERM**                      **NSW DAN:**  
 vendor's agent              **Right Choice Real Estate**                      **Phone: 02 4257 6444**  
    **PO Box 303, Albion Park NSW 2527**  
    **Email: sales@rcrc.com.au**

co-agent

vendor                      **Condon Super Co Pty Ltd ACN 617646241**  
    **1 Lakelands Close, Shell Cove NSW 2529**

vendor's solicitor              **CVC Conveyancing**                      **Phone: 4226 2333**  
    **Suite 18, 30 Market Street, Wollongong NSW 2500**                      **Fax: 4225 0046**  
    **PO Box 360, Wollongong NSW 2520**                      **Ref: JB:RY:S019178**  
    **DX 27826 Wollongong Court**  
    **Email: jennifer@cvclaw.com.au**

date for completion              ~~42nd day after the date of this contract (clause 15)~~ **22 JANUARY 2021**

land (address, plan details and title reference)              **42 Honeybee Crescent, Calderwood NSW 2527**  
    **Lot 1350 in Deposited Plan 1206167**  
    **Folio Identifier 1350/1206167**

improvements               **VACANT POSSESSION**               ~~subject to existing tenancies~~  
     **HOUSE**               **garage**               **carport**               **home unit**               **carspace**               **storage space**  
     **none**               **other:**

attached copies               **documents in the List of Documents as marked or as numbered:**  
     **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               **blinds**               **dishwasher**               **light fittings**               **stove**  
     **built-in wardrobes**               **fixed floor coverings**               **range hood**               **pool equipment**  
     **clothes line**               **insect screens**               **solar panels**               **TV antenna**  
     **curtains**               **other: A.I.E. CONDITIONER (Back to back)**

exclusions

purchaser                      **Shaun George Mackaway and Jessica <sup>Lucille</sup> Lucinda Mackaway**  
    **44 Smiths Lane, Wongawilli NSW 2530**

purchaser's solicitor              **Williamson Isabella Lawyers**                      **Phone: 02 4261 3355**  
    **23 Princes Highway, Dapto NSW 2530**                      **Fax: 02 4261 8420**  
    **PO Box 338, Dapto NSW 2530**  
    **DX 26301 DAPTO**

price                      \$              ~~659,000.00~~ **695,000.00**

deposit                      \$              ~~65,900.00~~ **69,500.00**                      (10% of the price, unless otherwise stated)

balance                      \$              ~~593,100.00~~ **625,500.00**

contract date                      **7 December 2020**                      (if not stated, the date this contract was made)

buyer's agent

vendor

purchaser

**JOINT TENANTS**

**GST AMOUNT (optional)**

The price includes  
 GST of: \$

**tenants in common**

**in unequal shares**

witness

witness

## Choices

Vendor agrees to accept a *deposit-bond* (clause 3) NO  yesNominated *Electronic Lodgement Network (ELN)* (clause 30):  
*Electronic transaction* (clause 30)

PEXA

 no  YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within* 14 days of the contract date):**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*  
(residential withholding payment) NO  yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: \$**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW* rate (residential withholding rate): \$Amount must be paid:  AT COMPLETION  at another time (specify):Is any of the consideration not expressed as an amount in money?  NO  yes

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

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

## List of Documents

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 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 type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input checked="" type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 32 property certificate for strata common property <input type="checkbox"/> 33 plan creating strata common property <input type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 disclosure statement - off-the-plan contract <input type="checkbox"/> 58 other document relevant to off-the-plan contract
<b>Home Building Act 1989</b> <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 27 certificate of compliance <input type="checkbox"/> 28 evidence of registration <input type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance	<b>Other</b> <input type="checkbox"/> 59

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

**2 Deposit and other payments before completion**

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

### 5 Requisitions

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

### 6 Error or misdescription

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

**7 Claims by purchaser**

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

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

**8 Vendor's rights and obligations**

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

**9 Purchaser's default**

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

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

**10 Restrictions on rights of purchaser**

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

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

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

#### 14 Adjustments

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

#### 15 Date for completion

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

#### 16 Completion

##### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

**23 Strata or community title****• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 If the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

**25 Qualified title, limited title and old system title**

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within that time* and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
  - every *party* who has the benefit of the provision serving notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.

<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>electronically tradeable</i>	a land title that is <i>Electronically Tradeable</i> as that term is defined in the <i>conveyancing rules</i> ;
<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>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<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> .

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

### 32 Residential off the plan contract

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

## SPECIAL CONDITIONS

### 33. **Notice to complete**

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

### 34. **Death or incapacity**

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

### 35. **Purchaser acknowledgements**

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The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

### 36. **Late completion**

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

36.2 In addition, the Purchaser shall pay the sum of \$220.00 to cover legal costs incurred by the Vendor as a consequence of the delay, as a genuine pre-

estimate of additional expenses to be allowed by the Purchaser as an additional adjustment on completion; and

**37. Agent**

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

**38. Deposit**

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

38.1.1 As to the sum of \$ ~~34,750.00~~ on or before the making of this Contract;

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

and in each respect time is essential.

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

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

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

**39. Settlement venue**

Settlement is to take place via Pexa Platform

In the event that the vendor agrees to a request from the purchaser to attend settlement via paper, the purchaser agrees to pay the vendor's legal fees and other expenses incurred as a result. It is agreed that the sum of one hundred and sixty-five dollars (\$165.00) is a genuine pre-estimate of the vendor's additional expenses incurred and that sum will be allowed by the purchaser as an adjustment on completion.

**40. Sale subject to tenancy**

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

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

40.2 The Purchaser is not entitled to object, make any claim, or to terminate or rescind because any one or more of the tenants shall vacate the premises occupied by them at the date of this Contract before completion:

40.2.1 On expiry of the Residential and/or Commercial Tenancy Agreement;

40.2.2 Following lawful termination of the tenancy by the tenant or by the Vendor with the Purchaser's consent;

40.2.3 By abandoning the premises in repudiation of the lease.

**41. Further amendments**

(i) Clause 7.1.1 is deleted.

(ii) Clause 14.4.2 is deleted

(iii) Clause 24.3.3 is deleted

(iv) Clause 25.1.1 is amended by deleting the words "limited"

(v) Clause 30.9.1 is amended by deleting the "at least 2 business days" and inserting "at least 5 business days"

(vi) Clause 30.3 is deleted

(vii) Clause 31.4 is deleted

**42. Notice of Service**

42.1 Notwithstanding any other provision of this Contract any document or notice is served on a party if an electronic copy of the document or notice is transmitted to the email address of that parties Solicitor or Conveyancer.

42.2 The electronic address of a party's Solicitor or Conveyancing is any email address published or displayed on letterhead and email communications sent by that Solicitor or Conveyancer to the other party's Solicitor during the course of the transaction the subject of this Contract.

42.3 Such service shall be taken to have been delivered in accordance with the terms of *Electronic Transaction Act 2000* Schedule 1 Clause 13.

#### **43 Christmas Period and Settlements**

- 43.1 Nothing in this Contract shall have effect of requiring either party to complete this Contract between the 24th day of December in the year in which the Contract is made and the 4th day of January in the following year however the Purchaser must pay interest in accordance with Special Condition 36.

#### **44. E - Contract**

##### **44.1 Electronic execution and consents under Electronic Transactions Act 2000 (NSW)**

- (a) Each party consents to this contract being signed by any other party in accordance with an electronic communication method that is approved by the vendor.
- (b) Clause 43.2 does not apply if this contract is exchanged in customary paper form.

##### **44.2 Dispensing with counterparts**

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

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

##### **44.3 Vendor may require a paper form contract**

- (a) The vendor may require by notice to the purchaser that the purchaser sign a customary paper form contract on substantially the same terms as this contract (**Paper Contract**).
- (b) If the vendor serve a notice pursuant to clause 43.3(a), the purchaser must sign and deliver to the vendor's and developer's solicitor (if any) the customary paper form contract.
- (c) If the purchaser does not comply with clause 43.3(b), then the purchaser appoints the vendor and the developer (jointly and severally) as its attorney to comply with that clause.
- (d) The parties acknowledge and agree that a Paper Contract is only intended to record the detailed terms of the contract in paper form, and confirm that they intend to be and will be bound by the contract on the date of this document.

##### **44.4 Signing Pages and consents under Electronic Transactions Act 2000**

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

##### **Purchaser (individual)**

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

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
  - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

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

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
  - (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
  - (a) when did construction of the swimming pool commence?

- (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
- 18.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Affectations**

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the property?
  - (f) any contamination?
- 22.
- (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

**Capacity**

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

**Requisitions and transfer**

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



FOLIO: 1350/1206167

SEARCH DATE	TIME	EDITION NO	DATE
2/4/2019	2:03 PM	3	25/8/2017

LAND

LOT 1350 IN DEPOSITED PLAN 1206167  
AT CALDERWOOD  
LOCAL GOVERNMENT AREA SHELLHARBOUR  
PARISH OF CALDERWOOD COUNTY OF CAMDEN  
TITLE DIAGRAM DP1206167

FIRST SCHEDULE

CONDON SUPER CO. PTY LTD (T AM674050)

SECOND SCHEDULE (6 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- DP1206167 EASEMENT FOR ACCESS AND MAINTENANCE 0.9 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- DP1206167 EASEMENT FOR ACCESS AND MAINTENANCE 0.9 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- DP1206167 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- DP1206167 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- DP1206167 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (15) IN THE S.88B INSTRUMENT

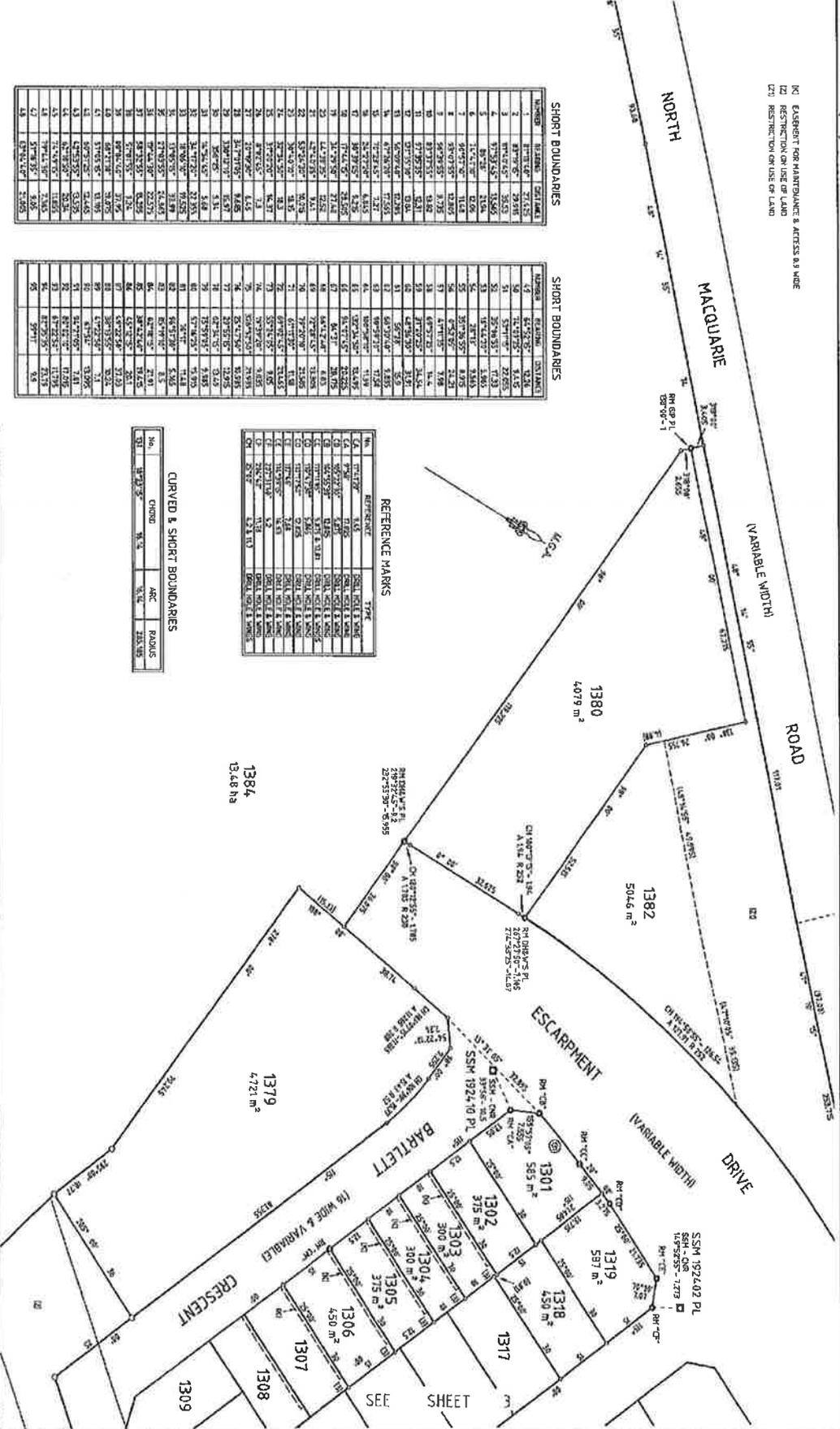
NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



- (K) ESCARPMENT FOR MAINTENANCE & ACCESS 8.0 M WIDE
- (L) RESTRICTION ON USE OF LAND
- (M) RESTRICTION ON USE OF LAND



**SHORT BOUNDARIES**

NUMBER	BEARING	DISTANCE
1	81°14'00"	27.525
2	81°14'00"	29.915
3	81°14'00"	32.305
4	81°14'00"	34.695
5	81°14'00"	37.085
6	81°14'00"	39.475
7	81°14'00"	41.865
8	81°14'00"	44.255
9	81°14'00"	46.645
10	81°14'00"	49.035
11	81°14'00"	51.425
12	81°14'00"	53.815
13	81°14'00"	56.205
14	81°14'00"	58.595
15	81°14'00"	60.985
16	81°14'00"	63.375
17	81°14'00"	65.765
18	81°14'00"	68.155
19	81°14'00"	70.545
20	81°14'00"	72.935
21	81°14'00"	75.325
22	81°14'00"	77.715
23	81°14'00"	80.105
24	81°14'00"	82.495
25	81°14'00"	84.885
26	81°14'00"	87.275
27	81°14'00"	89.665
28	81°14'00"	92.055
29	81°14'00"	94.445
30	81°14'00"	96.835
31	81°14'00"	99.225
32	81°14'00"	101.615
33	81°14'00"	104.005
34	81°14'00"	106.395
35	81°14'00"	108.785
36	81°14'00"	111.175
37	81°14'00"	113.565
38	81°14'00"	115.955
39	81°14'00"	118.345
40	81°14'00"	120.735
41	81°14'00"	123.125
42	81°14'00"	125.515
43	81°14'00"	127.905
44	81°14'00"	130.295
45	81°14'00"	132.685
46	81°14'00"	135.075
47	81°14'00"	137.465
48	81°14'00"	139.855
49	81°14'00"	142.245
50	81°14'00"	144.635

**SHORT BOUNDARIES**

NUMBER	BEARING	DISTANCE
51	81°14'00"	147.025
52	81°14'00"	149.415
53	81°14'00"	151.805
54	81°14'00"	154.195
55	81°14'00"	156.585
56	81°14'00"	158.975
57	81°14'00"	161.365
58	81°14'00"	163.755
59	81°14'00"	166.145
60	81°14'00"	168.535
61	81°14'00"	170.925
62	81°14'00"	173.315
63	81°14'00"	175.705
64	81°14'00"	178.095
65	81°14'00"	180.485
66	81°14'00"	182.875
67	81°14'00"	185.265
68	81°14'00"	187.655
69	81°14'00"	190.045
70	81°14'00"	192.435
71	81°14'00"	194.825
72	81°14'00"	197.215
73	81°14'00"	199.605
74	81°14'00"	201.995
75	81°14'00"	204.385
76	81°14'00"	206.775
77	81°14'00"	209.165
78	81°14'00"	211.555
79	81°14'00"	213.945
80	81°14'00"	216.335
81	81°14'00"	218.725
82	81°14'00"	221.115
83	81°14'00"	223.505
84	81°14'00"	225.895
85	81°14'00"	228.285
86	81°14'00"	230.675
87	81°14'00"	233.065
88	81°14'00"	235.455
89	81°14'00"	237.845
90	81°14'00"	240.235
91	81°14'00"	242.625
92	81°14'00"	245.015
93	81°14'00"	247.405
94	81°14'00"	249.795
95	81°14'00"	252.185
96	81°14'00"	254.575
97	81°14'00"	256.965
98	81°14'00"	259.355
99	81°14'00"	261.745
100	81°14'00"	264.135

**REFERENCE MARKS**

No.	REFERENCE	TYPE
1	111°12'00"	IRON NAIL & WOOD
2	111°12'00"	IRON NAIL & WOOD
3	111°12'00"	IRON NAIL & WOOD
4	111°12'00"	IRON NAIL & WOOD
5	111°12'00"	IRON NAIL & WOOD
6	111°12'00"	IRON NAIL & WOOD
7	111°12'00"	IRON NAIL & WOOD
8	111°12'00"	IRON NAIL & WOOD
9	111°12'00"	IRON NAIL & WOOD
10	111°12'00"	IRON NAIL & WOOD
11	111°12'00"	IRON NAIL & WOOD
12	111°12'00"	IRON NAIL & WOOD
13	111°12'00"	IRON NAIL & WOOD
14	111°12'00"	IRON NAIL & WOOD
15	111°12'00"	IRON NAIL & WOOD
16	111°12'00"	IRON NAIL & WOOD
17	111°12'00"	IRON NAIL & WOOD
18	111°12'00"	IRON NAIL & WOOD
19	111°12'00"	IRON NAIL & WOOD
20	111°12'00"	IRON NAIL & WOOD
21	111°12'00"	IRON NAIL & WOOD
22	111°12'00"	IRON NAIL & WOOD
23	111°12'00"	IRON NAIL & WOOD
24	111°12'00"	IRON NAIL & WOOD
25	111°12'00"	IRON NAIL & WOOD
26	111°12'00"	IRON NAIL & WOOD
27	111°12'00"	IRON NAIL & WOOD
28	111°12'00"	IRON NAIL & WOOD
29	111°12'00"	IRON NAIL & WOOD
30	111°12'00"	IRON NAIL & WOOD
31	111°12'00"	IRON NAIL & WOOD
32	111°12'00"	IRON NAIL & WOOD
33	111°12'00"	IRON NAIL & WOOD
34	111°12'00"	IRON NAIL & WOOD
35	111°12'00"	IRON NAIL & WOOD
36	111°12'00"	IRON NAIL & WOOD
37	111°12'00"	IRON NAIL & WOOD
38	111°12'00"	IRON NAIL & WOOD
39	111°12'00"	IRON NAIL & WOOD
40	111°12'00"	IRON NAIL & WOOD
41	111°12'00"	IRON NAIL & WOOD
42	111°12'00"	IRON NAIL & WOOD
43	111°12'00"	IRON NAIL & WOOD
44	111°12'00"	IRON NAIL & WOOD
45	111°12'00"	IRON NAIL & WOOD
46	111°12'00"	IRON NAIL & WOOD
47	111°12'00"	IRON NAIL & WOOD
48	111°12'00"	IRON NAIL & WOOD
49	111°12'00"	IRON NAIL & WOOD
50	111°12'00"	IRON NAIL & WOOD

**CURVED & SHORT BOUNDARIES**

No.	CHORD	ARC	RADIUS
1	111°12'00"	111.12	111.12
2	111°12'00"	111.12	111.12
3	111°12'00"	111.12	111.12
4	111°12'00"	111.12	111.12
5	111°12'00"	111.12	111.12
6	111°12'00"	111.12	111.12
7	111°12'00"	111.12	111.12
8	111°12'00"	111.12	111.12
9	111°12'00"	111.12	111.12
10	111°12'00"	111.12	111.12
11	111°12'00"	111.12	111.12
12	111°12'00"	111.12	111.12
13	111°12'00"	111.12	111.12
14	111°12'00"	111.12	111.12
15	111°12'00"	111.12	111.12
16	111°12'00"	111.12	111.12
17	111°12'00"	111.12	111.12
18	111°12'00"	111.12	111.12
19	111°12'00"	111.12	111.12
20	111°12'00"	111.12	111.12
21	111°12'00"	111.12	111.12
22	111°12'00"	111.12	111.12
23	111°12'00"	111.12	111.12
24	111°12'00"	111.12	111.12
25	111°12'00"	111.12	111.12
26	111°12'00"	111.12	111.12
27	111°12'00"	111.12	111.12
28	111°12'00"	111.12	111.12
29	111°12'00"	111.12	111.12
30	111°12'00"	111.12	111.12
31	111°12'00"	111.12	111.12
32	111°12'00"	111.12	111.12
33	111°12'00"	111.12	111.12
34	111°12'00"	111.12	111.12
35	111°12'00"	111.12	111.12
36	111°12'00"	111.12	111.12
37	111°12'00"	111.12	111.12
38	111°12'00"	111.12	111.12
39	111°12'00"	111.12	111.12
40	111°12'00"	111.12	111.12
41	111°12'00"	111.12	111.12
42	111°12'00"	111.12	111.12
43	111°12'00"	111.12	111.12
44	111°12'00"	111.12	111.12
45	111°12'00"	111.12	111.12
46	111°12'00"	111.12	111.12
47	111°12'00"	111.12	111.12
48	111°12'00"	111.12	111.12
49	111°12'00"	111.12	111.12
50	111°12'00"	111.12	111.12

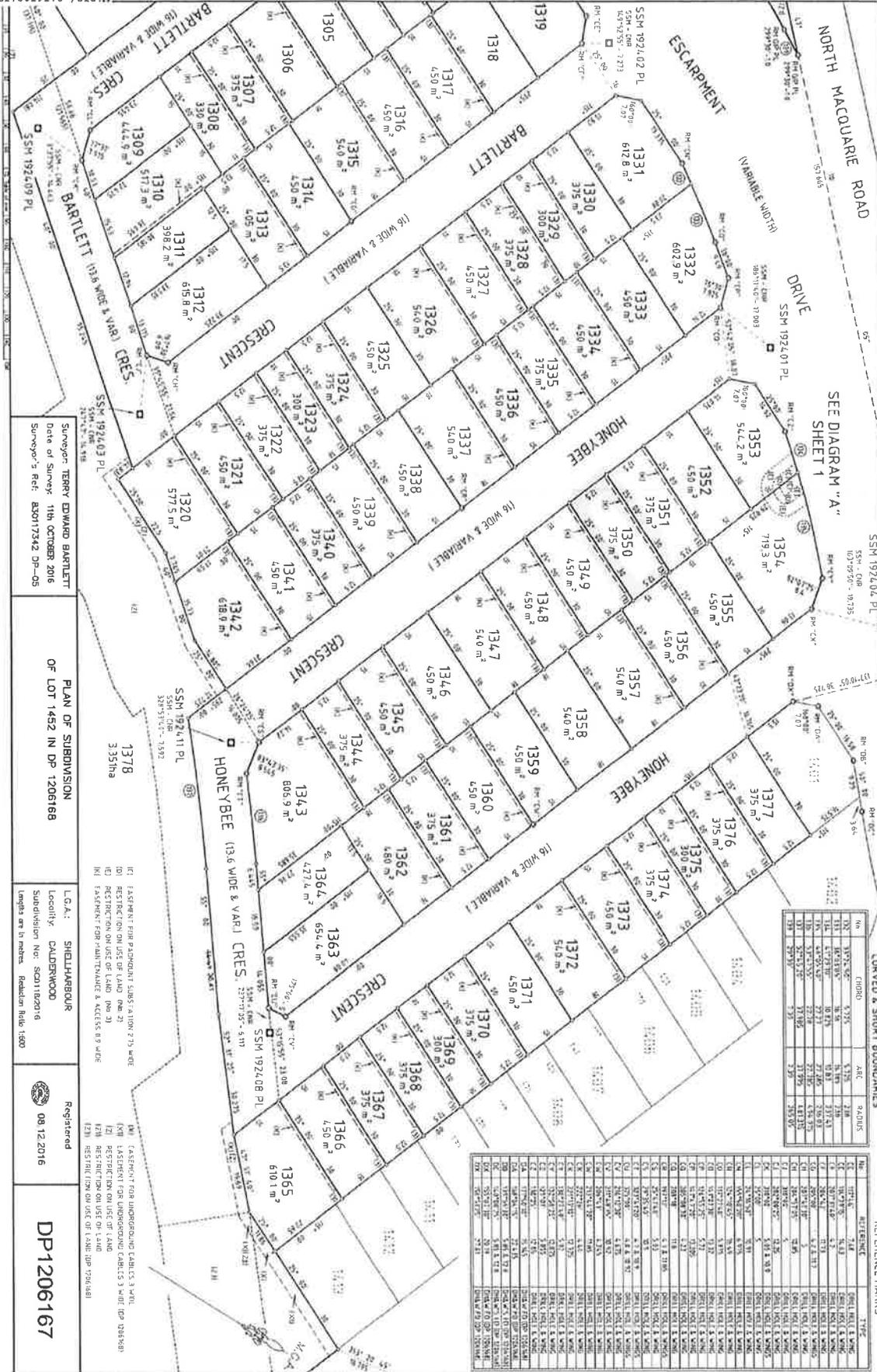
Surveyor: **TERRY EDWARD BARTLETT**  
 Date of Survey: **11th OCTOBER 2016**  
 Surveyor's Ref: **850112542 DP-05**

PLAN OF SUBDIVISION  
 OF LOT 1452 IN DP 1206168

L.G.A.: **SHELLHARBOUR**  
 Locality: **CALDERWOOD**  
 Subdivision No: **SC01132018**  
 Lengths are in metres. Radiation Ratio: **1000**

Registered  
 08.12.2016

**DP1206167**



PLAN FORM 2 (A2) OF 2008  
 WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION  
 CURVED & SHORT BOUNDARIES  
 LXML (shun) Sheet 3 of 4 sheets

No	COORD	AREA	ADMS	ADMS
1	1305.00	450.00	1305	2.00
2	1306.00	450.00	1306	2.00
3	1307.00	450.00	1307	2.00
4	1308.00	450.00	1308	2.00
5	1309.00	450.00	1309	2.00
6	1310.00	450.00	1310	2.00
7	1311.00	450.00	1311	2.00
8	1312.00	450.00	1312	2.00
9	1313.00	450.00	1313	2.00
10	1314.00	450.00	1314	2.00
11	1315.00	450.00	1315	2.00
12	1316.00	450.00	1316	2.00
13	1317.00	450.00	1317	2.00
14	1318.00	450.00	1318	2.00
15	1319.00	450.00	1319	2.00
16	1320.00	450.00	1320	2.00
17	1321.00	450.00	1321	2.00
18	1322.00	450.00	1322	2.00
19	1323.00	450.00	1323	2.00
20	1324.00	450.00	1324	2.00
21	1325.00	450.00	1325	2.00
22	1326.00	450.00	1326	2.00
23	1327.00	450.00	1327	2.00
24	1328.00	450.00	1328	2.00
25	1329.00	450.00	1329	2.00
26	1330.00	450.00	1330	2.00
27	1331.00	450.00	1331	2.00
28	1332.00	450.00	1332	2.00
29	1333.00	450.00	1333	2.00
30	1334.00	450.00	1334	2.00
31	1335.00	450.00	1335	2.00
32	1336.00	450.00	1336	2.00
33	1337.00	450.00	1337	2.00
34	1338.00	450.00	1338	2.00
35	1339.00	450.00	1339	2.00
36	1340.00	450.00	1340	2.00
37	1341.00	450.00	1341	2.00
38	1342.00	450.00	1342	2.00
39	1343.00	450.00	1343	2.00
40	1344.00	450.00	1344	2.00
41	1345.00	450.00	1345	2.00
42	1346.00	450.00	1346	2.00
43	1347.00	450.00	1347	2.00
44	1348.00	450.00	1348	2.00
45	1349.00	450.00	1349	2.00
46	1350.00	450.00	1350	2.00
47	1351.00	450.00	1351	2.00
48	1352.00	450.00	1352	2.00
49	1353.00	450.00	1353	2.00
50	1354.00	450.00	1354	2.00
51	1355.00	450.00	1355	2.00
52	1356.00	450.00	1356	2.00
53	1357.00	450.00	1357	2.00
54	1358.00	450.00	1358	2.00
55	1359.00	450.00	1359	2.00
56	1360.00	450.00	1360	2.00
57	1361.00	450.00	1361	2.00
58	1362.00	450.00	1362	2.00
59	1363.00	450.00	1363	2.00
60	1364.00	450.00	1364	2.00
61	1365.00	450.00	1365	2.00
62	1366.00	450.00	1366	2.00
63	1367.00	450.00	1367	2.00
64	1368.00	450.00	1368	2.00
65	1369.00	450.00	1369	2.00
66	1370.00	450.00	1370	2.00
67	1371.00	450.00	1371	2.00
68	1372.00	450.00	1372	2.00
69	1373.00	450.00	1373	2.00
70	1374.00	450.00	1374	2.00
71	1375.00	450.00	1375	2.00
72	1376.00	450.00	1376	2.00
73	1377.00	450.00	1377	2.00
74	1378.00	450.00	1378	2.00

No	REFERENCE	TYPE
1	1305.00	1305
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4	1308.00	1308
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26	1330.00	1330
27	1331.00	1331
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39	1343.00	1343
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43	1347.00	1347
44	1348.00	1348
45	1349.00	1349
46	1350.00	1350
47	1351.00	1351
48	1352.00	1352
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64	1368.00	1368
65	1369.00	1369
66	1370.00	1370
67	1371.00	1371
68	1372.00	1372
69	1373.00	1373
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71	1375.00	1375
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73	1377.00	1377
74	1378.00	1378

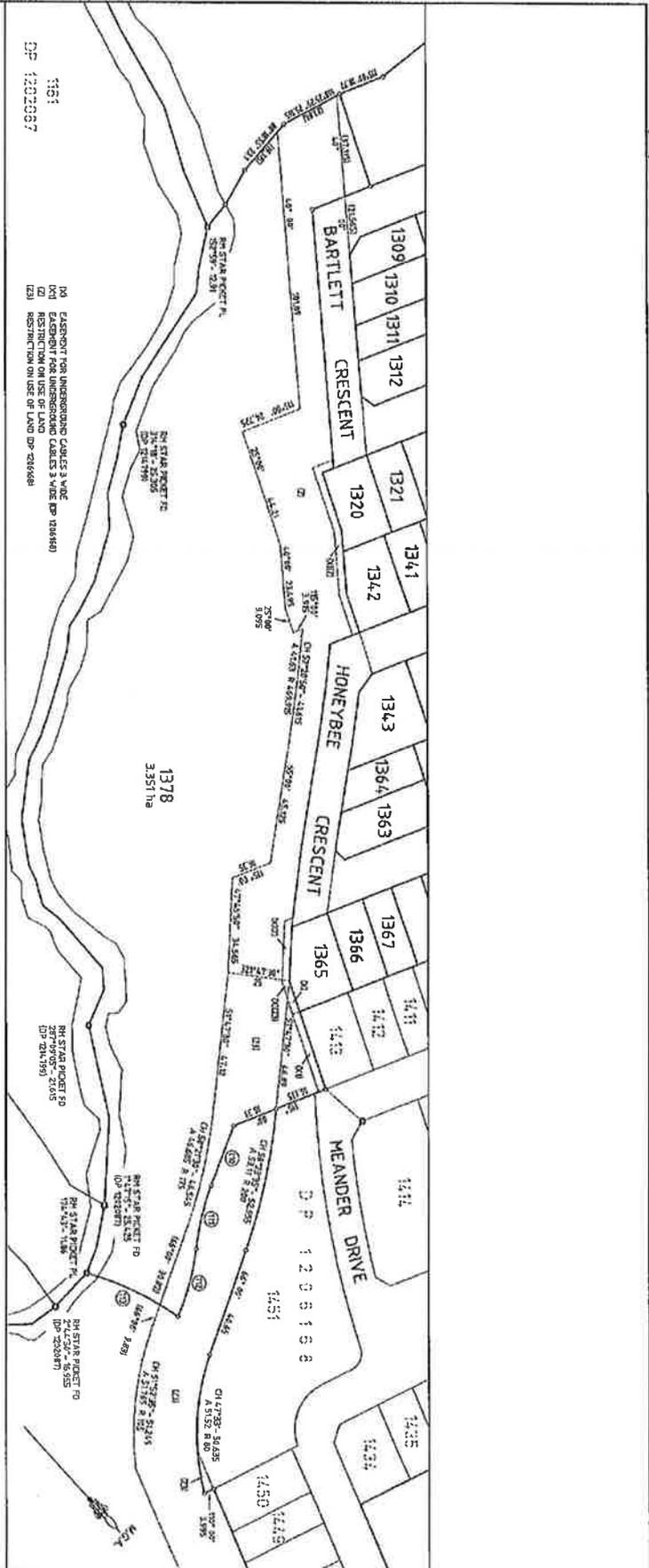
Surveyor: TERRY EDWARD BARTLETT  
 Date of Survey: 11th OCTOBER 2016  
 Surveyor's Ref: 82017342 DP-05

PLAN OF SUBDIVISION  
 OF LOT 1452 IN DP 1206168  
 335ha

L.C.A.: SHEDDINGBOUR  
 Locality: CALDERWOOD  
 Subdivision No: SC01182016  
 Lengths are in metres. Reduction Ratio: 1:800



DP1206167



1378  
 3.351 ha

DP 1206167

1309 1310 1311 1312  
 BARTLETT CRESCENT

1321 1341  
 1320 1342  
 HONEYBEE CRESCENT

1343 1364 1363  
 1367 1366  
 1365  
 MEANDER DRIVE

1375  
 1374  
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CURVED & SHORT BOUNDARIES

No.	CHORD	ARC	RADIUS
1A	0.7275	33.53	30.00
1B	0.7275	33.53	30.00
1C	0.7275	33.53	30.00
1D	0.7275	33.53	30.00
1E	0.7275	33.53	30.00
1F	0.7275	33.53	30.00
1G	0.7275	33.53	30.00
1H	0.7275	33.53	30.00
1I	0.7275	33.53	30.00
1J	0.7275	33.53	30.00
1K	0.7275	33.53	30.00
1L	0.7275	33.53	30.00
1M	0.7275	33.53	30.00
1N	0.7275	33.53	30.00
1O	0.7275	33.53	30.00
1P	0.7275	33.53	30.00
1Q	0.7275	33.53	30.00
1R	0.7275	33.53	30.00
1S	0.7275	33.53	30.00
1T	0.7275	33.53	30.00
1U	0.7275	33.53	30.00
1V	0.7275	33.53	30.00
1W	0.7275	33.53	30.00
1X	0.7275	33.53	30.00
1Y	0.7275	33.53	30.00
1Z	0.7275	33.53	30.00

Surveyor: TERRY EDWARD BARTLETT  
 Date of Survey: 11th OCTOBER 2016  
 Surveyor's Ref: 520117342 DP-05

PLAN OF SUBDIVISION  
 OF LOT 1452 IN DP 1206168

L.C.A.: SHELLYBARCUR  
 Locality: CALDERWOOD  
 Subdivision No: 520117342  
 Length et al. advice. Induction into 1:5000

Registered  
 08.12.2016

DP1206167

PLAN FORM 6 (2012)      WARNING: Creasing or folding will lead to rejection      ePlan	
<b>DEPOSITED PLAN ADMINISTRATION SHEET</b> Sheet 1 of 6 sheet(s)	
Registered:  08.12.2016 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only  <h1 style="font-size: 2em;">DP1206167</h1> Office Use Only
PLAN OF SUBDIVISION OF LOT 1452 IN DP 1206168	LGA: SHELLHARBOUR Locality: CALDERWOOD Parish: CALDERWOOD County: CAMDEN
Crown Lands NSW/Western Lands Office Approval I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: ..... Date: ..... File Number: ..... Office: .....	Survey Certificate I, TERRY EDWARD BARTLETT of Cardno (NSWACT), 203 Pacific Hwy, ST LEONARDS NSW 2065 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 11 <sup>th</sup> October 2016. <del>*(b) The part of the land shown in the plan ("being .....") 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.</del> <del>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</del>
Subdivision Certificate I, <u>LUKE PRESTON</u> *Authorised Person/General Manager/Accredited Certifier, certify that the provisions of s. 108J 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>25-11-2016</u> Subdivision Certificate number: <u>SC0118/2016</u> File number: ..... *Strike through if inapplicable.	Signature:  Dated: 12.11.2016 Surveyor ID: 438 Datum Line: "A" ( PM 76981 ) - "B" ( PM 9159 ) 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.
Statements of intention to dedicate public roads, public reserves and drainage reserves.  IT IS INTENDED TO DEDICATE ESCARPMENT DRIVE (VARIABLE WIDTH), BARTLETT CRESCENT (13.0 WIDE, 16 WIDE & VARIABLE) & HONEYBEE CRESCENT (13.0 WIDE, 16 WIDE & VARIABLE) TO THE PUBLIC AS PUBLIC ROAD.	Plans used in the preparation of survey/compilation. DP 269137    DP 581136    DP 1202087    DP 1206168 DP 1214789    DP 1224293
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	If space is insufficient continue on PLAN FORM 6A Surveyor's Reference: 830117342 DP-05

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 6 sheet(s)

<p>Office Use Only</p> <p>Registered:  08.12.2016</p> <p>PLAN OF SUBDIVISION OF LOT 1452 IN DP 1206168</p> <p>Subdivision Certificate number: <u>54 0118/2016</u></p> <p>Date of Endorsement: <u>25/11/2016</u></p>	<p>Office Use Only</p> <p style="font-size: 24pt; text-align: center;"><b>DP1206167</b></p> <p><small>This sheet is for the provision of the following information as required:</small></p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals - see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE:-

- 1) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (C)
- 2) RESTRICTION ON USE OF LAND (D)
- 3) RESTRICTION ON USE OF LAND (E)
- 4) EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE (K)
- 5) RESTRICTION ON USE OF LAND
- 6) RESTRICTION ON USE OF LAND
- 7) POSITIVE COVENANT
- 8) POSITIVE COVENANT
- 9) POSITIVE COVENANT
- 10) POSITIVE COVENANT
- 11) EASEMENT FOR UNDERGROUND CABLES 3 WIDE (X)
- 12) RESTRICTION ON USE OF LAND (Z)
- 13) RESTRICTION ON USE OF LAND (Z1)
- 14) RESTRICTION ON USE OF LAND
- 15) RESTRICTION ON USE OF LAND

If space is insufficient use additional annexure sheet

Surveyor's Reference: 830117342 DP-05

PLAN FORM 6 (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 6 sheet(s)

Office Use Only Registered:  08.12.2016 PLAN OF SUBDIVISION OF LOT 1452 IN DP 1206168	Office Use Only <h1 style="text-align: center;">DP1206167</h1> <p style="font-size: small;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals - see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
Subdivision Certificate number: <u>SC 8118/2016</u> Date of Endorsement: <u>25/11/2016</u>	

Lot	Street Number	Street Name	Street Type	Locality
1301	42	Bartlett	Crescent	Calderwood
1302	40	Bartlett	Crescent	Calderwood
1303	38	Bartlett	Crescent	Calderwood
1304	36	Bartlett	Crescent	Calderwood
1305	34	Bartlett	Crescent	Calderwood
1306	32	Bartlett	Crescent	Calderwood
1307	30	Bartlett	Crescent	Calderwood
1308	28	Bartlett	Crescent	Calderwood
1309	26	Bartlett	Crescent	Calderwood
1310	24	Bartlett	Crescent	Calderwood
1311	22	Bartlett	Crescent	Calderwood
1312	20	Bartlett	Crescent	Calderwood
1313	14	Bartlett	Crescent	Calderwood
1314	12	Bartlett	Crescent	Calderwood
1315	10	Bartlett	Crescent	Calderwood
1316	8	Bartlett	Crescent	Calderwood
1317	6	Bartlett	Crescent	Calderwood
1318	4	Bartlett	Crescent	Calderwood
1319	2	Bartlett	Crescent	Calderwood
1320	23	Bartlett	Crescent	Calderwood
1321	21	Bartlett	Crescent	Calderwood
1322	19	Bartlett	Crescent	Calderwood
1323	17	Bartlett	Crescent	Calderwood
1324	15	Bartlett	Crescent	Calderwood
1325	13	Bartlett	Crescent	Calderwood
1326	11	Bartlett	Crescent	Calderwood
1327	9	Bartlett	Crescent	Calderwood
1328	7	Bartlett	Crescent	Calderwood

If space is insufficient use additional annexure sheet

Surveyor's Reference: 830117342 DP-05

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 6 sheet(s)

<p style="text-align: center;">Office Use Only</p> <p>Registered:  08.12.2016</p> <p><b>PLAN OF SUBDIVISION OF LOT 1452 IN DP 1206168</b></p> <p>Subdivision Certificate number: <u>569118/2016</u>          Date of Endorsement: <u>25/11/2016</u></p>	<p style="text-align: center;">Office Use Only</p> <h1 style="text-align: center;">DP1206167</h1> <p><small>This sheet is for the provision of the following information as required:</small></p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li> <li>• Statements of Intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals - see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
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Lot	Street Number	Street Name	Street Type	Locality
1329	5	Barlell	Crescent	Calderwood
1330	3	Barlell	Crescent	Calderwood
1331	1	Barlell	Crescent	Calderwood
1332	55	Honeybee	Crescent	Calderwood
1333	53	Honeybee	Crescent	Calderwood
1334	51	Honeybee	Crescent	Calderwood
1335	49	Honeybee	Crescent	Calderwood
1336	47	Honeybee	Crescent	Calderwood
1337	45	Honeybee	Crescent	Calderwood
1338	43	Honeybee	Crescent	Calderwood
1339	41	Honeybee	Crescent	Calderwood
1340	39	Honeybee	Crescent	Calderwood
1341	37	Honeybee	Crescent	Calderwood
1342	35	Honeybee	Crescent	Calderwood
1343	28	Honeybee	Crescent	Calderwood
1344	30	Honeybee	Crescent	Calderwood
1345	32	Honeybee	Crescent	Calderwood
1346	34	Honeybee	Crescent	Calderwood
1347	36	Honeybee	Crescent	Calderwood
1348	38	Honeybee	Crescent	Calderwood
1349	40	Honeybee	Crescent	Calderwood
1350	42	Honeybee	Crescent	Calderwood
1351	44	Honeybee	Crescent	Calderwood
1352	46	Honeybee	Crescent	Calderwood
1353	48	Honeybee	Crescent	Calderwood
1354	2	Honeybee	Crescent	Calderwood
1355	4	Honeybee	Crescent	Calderwood
1356	6	Honeybee	Crescent	Calderwood

If space is insufficient use additional annexure sheet

Surveyor's Reference: 830117342 DP-05

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

**DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 6 sheet(s)

Registered:  08.12.2016 PLAN OF SUBDIVISION OF LOT 1452 IN DP 1206168	Office Use Only  <h1 style="margin: 0;">DP1206167</h1> Office Use Only																																																																																																																																																				
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<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Lot</th> <th style="width: 15%;">Street Number</th> <th style="width: 30%;">Street Name</th> <th style="width: 15%;">Street Type</th> <th style="width: 30%;">Locality</th> </tr> </thead> <tbody> <tr><td>1357</td><td>8</td><td>Honeybee</td><td>Crescent</td><td>Calderwood</td></tr> <tr><td>1358</td><td>10</td><td>Honeybee</td><td>Crescent</td><td>Calderwood</td></tr> <tr><td>1359</td><td>12</td><td>Honeybee</td><td>Crescent</td><td>Calderwood</td></tr> <tr><td>1360</td><td>14</td><td>Honeybee</td><td>Crescent</td><td>Calderwood</td></tr> <tr><td>1361</td><td>16</td><td>Honeybee</td><td>Crescent</td><td>Calderwood</td></tr> <tr><td>1362</td><td>18</td><td>Honeybee</td><td>Crescent</td><td>Calderwood</td></tr> <tr><td>1363</td><td>22</td><td>Honeybee</td><td>Crescent</td><td>Calderwood</td></tr> <tr><td>1364</td><td>24</td><td>Honeybee</td><td>Crescent</td><td>Calderwood</td></tr> <tr><td>1365</td><td>27</td><td>Honeybee</td><td>Crescent</td><td>Calderwood</td></tr> <tr><td>1366</td><td>25</td><td>Honeybee</td><td>Crescent</td><td>Calderwood</td></tr> <tr><td>1367</td><td>23</td><td>Honeybee</td><td>Crescent</td><td>Calderwood</td></tr> <tr><td>1368</td><td>21</td><td>Honeybee</td><td>Crescent</td><td>Calderwood</td></tr> <tr><td>1369</td><td>19</td><td>Honeybee</td><td>Crescent</td><td>Calderwood</td></tr> <tr><td>1370</td><td>17</td><td>Honeybee</td><td>Crescent</td><td>Calderwood</td></tr> <tr><td>1371</td><td>15</td><td>Honeybee</td><td>Crescent</td><td>Calderwood</td></tr> <tr><td>1372</td><td>13</td><td>Honeybee</td><td>Crescent</td><td>Calderwood</td></tr> <tr><td>1373</td><td>11</td><td>Honeybee</td><td>Crescent</td><td>Calderwood</td></tr> <tr><td>1374</td><td>9</td><td>Honeybee</td><td>Crescent</td><td>Calderwood</td></tr> <tr><td>1375</td><td>7</td><td>Honeybee</td><td>Crescent</td><td>Calderwood</td></tr> <tr><td>1376</td><td>5</td><td>Honeybee</td><td>Crescent</td><td>Calderwood</td></tr> <tr><td>1377</td><td>3</td><td>Honeybee</td><td>Crescent</td><td>Calderwood</td></tr> <tr><td>1378</td><td>N/A</td><td>Honeybee</td><td>Crescent</td><td>Calderwood</td></tr> <tr><td>1379</td><td>N/A</td><td>Bartlett</td><td>Crescent</td><td>Calderwood</td></tr> <tr><td>1380</td><td>N/A</td><td>Escarpment</td><td>Drive</td><td>Calderwood</td></tr> <tr><td>1381</td><td>N/A</td><td>Meander</td><td>Drive</td><td>Calderwood</td></tr> <tr><td>1382</td><td>N/A</td><td>Escarpment</td><td>Drive</td><td>Calderwood</td></tr> <tr><td>1383</td><td>N/A</td><td>Escarpment</td><td>Drive</td><td>Calderwood</td></tr> <tr><td>1384</td><td>N/A</td><td>Escarpment</td><td>Drive</td><td>Calderwood</td></tr> </tbody> </table>					Lot	Street Number	Street Name	Street Type	Locality	1357	8	Honeybee	Crescent	Calderwood	1358	10	Honeybee	Crescent	Calderwood	1359	12	Honeybee	Crescent	Calderwood	1360	14	Honeybee	Crescent	Calderwood	1361	16	Honeybee	Crescent	Calderwood	1362	18	Honeybee	Crescent	Calderwood	1363	22	Honeybee	Crescent	Calderwood	1364	24	Honeybee	Crescent	Calderwood	1365	27	Honeybee	Crescent	Calderwood	1366	25	Honeybee	Crescent	Calderwood	1367	23	Honeybee	Crescent	Calderwood	1368	21	Honeybee	Crescent	Calderwood	1369	19	Honeybee	Crescent	Calderwood	1370	17	Honeybee	Crescent	Calderwood	1371	15	Honeybee	Crescent	Calderwood	1372	13	Honeybee	Crescent	Calderwood	1373	11	Honeybee	Crescent	Calderwood	1374	9	Honeybee	Crescent	Calderwood	1375	7	Honeybee	Crescent	Calderwood	1376	5	Honeybee	Crescent	Calderwood	1377	3	Honeybee	Crescent	Calderwood	1378	N/A	Honeybee	Crescent	Calderwood	1379	N/A	Bartlett	Crescent	Calderwood	1380	N/A	Escarpment	Drive	Calderwood	1381	N/A	Meander	Drive	Calderwood	1382	N/A	Escarpment	Drive	Calderwood	1383	N/A	Escarpment	Drive	Calderwood	1384	N/A	Escarpment	Drive	Calderwood
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PLAN FORM 6A (2012)

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ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 6 sheet(s)

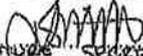
Office Use Only Registered:  08.12.2016 PLAN OF SUBDIVISION OF LOT 1452 IN DP 1206168 Subdivision Certificate number: <u>SC 0118 / 2016</u> Date of Endorsement: <u>25/11/2016</u>	Office Use Only <h1 style="text-align: center;">DP1206167</h1> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>• Signatures and seals- see 195D Conveyancing Act 1919</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
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EXECUTED by  
 as attorney for LEND LEASE COMMUNITIES  
 (CALDERWOOD) PTY LIMITED (ACN 079 989  
 874) under registered power of attorney Book  
 No. \_\_\_\_\_ date \_\_\_\_\_ in  
 the presence of \_\_\_\_\_

IN ACCORDANCE WITH SECTION 127  
 OF THE CORPORATIONS ACT 2001 (Cth)

  
 Signature of witness Director

JOHN DAVID CLARK  
 Director  
 Name of witness (block letters)

  
 Secretary  
 Address of witness

Katrina Beth Smith  
 Name: \_\_\_\_\_  
 Occupation of witness

By executing this instrument the attorney  
 states that the attorney has received no  
 notice of revocation of the power of attorney

If space is insufficient use additional annexure sheet

Surveyor's Reference: 830117342 DP-05

ePlan

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

(Sheet 1 of 15 sheets)

Plan: **DP1206167**

Plan of Subdivision of Lot 1452 in DP1206168  
 covered by Shellharbour City Council  
 Subdivision Certificate No. SC 0118/2016  
 Dated 25/11/16

Full name and address of  
 proprietors of the land:

Lendlease Communities  
 (Calderwood) Pty Ltd  
 (ACN 079 989 674)  
 Level 2, 88 Phillip Street  
 PARRAMATTA NSW 2150

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots or parcels	Benefited lots, roads, bodies or Prescribed Authorities
1	Easement for Padmount Substation 2.75 wide (C)	1354	Endeavour Energy
2	Restriction on Use of Land (D)	Part 1353 and Part 1354 Designed (D)	Endeavour Energy
3	Restriction on Use of Land (E)	Part 1353 and Part 1354 Designated (E)	Endeavour Energy
4	Easement for Maintenance and Access 0.9 Wide (K)	1303 1304 1305 1306 1307 1308 <del>1309</del> 1310 1313 1315 1316 1317 1320 1321 1322 1323	1302 1303 1304 1305 1306 1307 <del>1310</del> 1311 1314 1316 1317 1318 1321 1322 1323 1324

*B*

Approved by:  
 Shellharbour City Council



ePlan  
 (Sheet 2 of 15 sheets)

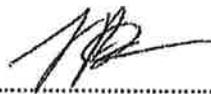
Plan: **DP1206167**

Plan of Subdivision of Lot 1452 in DP1206168  
 covered by Shellharbour City Council  
 Subdivision Certificate No. *SC 0118/2016*  
 Dated *25/11/16*

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots or parcels	Benefited lots, roads, bodies or Prescribed Authorities
		1324 1326 1327 1328 1329 1334 1335 1336 1337 1339 1340 1341 1342 1343 1344 1345 1347 1348 1349 1349 1350 1351 1351 1356 1357 1360 1361 1362 1365 1366 1367 1368 1368 1369 1370 1370 1372 1373 1374 1375 1376	1325 1327 1328 1329 1330 1333 1334 1335 1336 1338 1339 1340 1341 1344 1345 1346 1348 1349 1350 1351 1352 1355 1356 1359 1360 1361 1366 1367 1368 1369 1370 1371 1373 1374 1375 1376 1377
5	Restriction on Use of Land	1301 - 1377 (Incl.)	Shellharbour City Council
6	Restriction on Use of Land	1301 - 1377 (Incl.)	Every other lot (except 1378 - 1381 Incl.)

Stage 1C

Approved by:  
 Shellharbour City Council



(Authorised Officer)

ePlan  
 (Sheet 3 of 15 sheets)

Plan: **DP1206167**

Plan of Subdivision of Lot 1452 in DP1206168  
 covered by Shellharbour City Council  
 Subdivision Certificate No. *SC 0118/2016*  
 Dated *25/11/16*

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots or parcels	Benefited lots, roads, bodies or Prescribed Authorities
7	Positive Covenant	1302 – 1306 (Incl.), 1314 – 1316 (Incl.), 1324 – 1326 (Incl.), 1338 – 1340 (Incl.), 1343 – 1345 (Incl.), 1362, 1364 & 1368 - 1370 (Incl.)	Shellharbour City Council
8	Positive Covenant	1307, 1308, 1313, 1322, 1323, 1341, 1363 & 1367	Shellharbour City Council
9	Positive Covenant	1321, 1342 & 1366	Shellharbour City Council
10	Positive Covenant	1309 – 1312 (Incl.), 1320 and 1365	Shellharbour City Council
11	Easement for Underground Cables 3 Wide (X)	1378	Endeavour Energy
12	Restriction on Use of Land (Z)	Part 1378 Designated (Z), <del>Part Barlett Crescent Designated (Z) &amp; Part Honeybee Crescent Designated (Z)</del>	Shellharbour City Council
13	Restriction on Use of Land (Z1)	<del>Part 1380 Designated (Z1),</del> Part 1382 Designated (Z1), <del>Part Escarpment Drive</del>	Shellharbour City Council

Stage 1C

Approved by:  
 Shellharbour City Council



(Authorised Officer)

ePlan  
 (Sheet 4 of 15 sheets)

Plan: **DP1206167**

Plan of Subdivision of Lot 1462 in DP1206168  
 covered by Shellharbour City Council  
 Subdivision Certificate No. *SC0118/2016*  
 Dated *25/11/16*

Number of Item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots or parcels	Benefited lots, roads, bodies or Prescribed Authorities
		<del>Designated (Z1) &amp; Part North Macquarie Road Designated (Z1)</del>	
14	Restriction on the Use of Land	1302 - 1316 (Incl.), 1320 - 1326 (Incl.), 1338 - 1345 (Incl.) & 1362 - 1370 (Incl.)	Shellharbour City Council
15	Restriction on the Use of Land	1301 - 1377 (Incl.)	Every other lot

**PART 2 (Terms)**

**1. Terms of EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (C) numbered 1 in the plan:**

The term of easement for padmount substation 2.75 wide marked (C) on the plan as set out in Memorandum No. AK104621 filed at the office of Land and Property Information are incorporated in this document.

**2. Terms of RESTRICTION ON THE USE OF LAND (D) numbered 2 in the plan:**

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

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

Stage 1C

Approved by:  
 Shellharbour City Council



(Authorised Officer)

ePlan

(Sheet 5 of 15 sheets)

Plan: **DP1206167**

Plan of Subdivision of Lot 1452 in DP1206168  
covered by Shellharbour City Council  
Subdivision Certificate No. *SC 0118/2016*  
Dated *25/11/16*

- 2.2 The fire ratings mentioned in clause 2.1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 2.3 Definitions:
- (a) "120/120/120 fire rating" and "60/60/60 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1630.
  - (b) "building" means a substantial structure with a roof and walls and includes any projections from the external walls.
  - (c) "erect" includes construct, install, build and maintain.
  - (d) "restriction site" means that part of the lot burdened affected by the restriction on use of land as shown on the plan.

**Lessee of Endeavour Energy's Distribution System**

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

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

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

Stage 1C

Approved by:  
Shellharbour City Council



(Authorised Officer)

ePlan

(Sheet 6 of 15 sheets)

Plan: **DP1206167**

Plan of Subdivision of Lot 1452 in DP1206168  
covered by Shellharbour City Council  
Subdivision Certificate No. *SC 0118/2016*  
Dated *25/11/16*

**Lessee of Endeavour Energy's Distribution System**

3.3 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.

The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

**Name of the Authority empowered to release, vary or modify the easements and restrictions on the use of land numbered 1, 2 and 3 in the plan**

Endeavour Energy

**4. Terms of EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE (K) numbered 4 in the plan:**

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

- (a) access the lot burdened, but only within the Easement Site, for the purpose of doing anything reasonably necessary for the purpose of building, renewing, replacing, painting, repairing and maintaining the residential dwelling and associated structures adjacent to the Easement Site situated on the lot benefited that may or may not be built up to the boundary line adjacent to the lot burdened;
- (b) provide a 650mm drop edge beam or similar retaining structure to all Zero Boundary construction walls, and if required to retaining walls also; and
- (c) remain on the Easement Site for any reasonable time for the purpose outlined in clauses 4.1(a) and 4.1(b).

4.2 The Owner of a lot benefited and every person authorised by that person must:

- (a) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened whilst exercising the rights under this easement;
- (b) comply with all reasonable directions by the Owner of the lot burdened in connection with the use of the Easement Site including, without limitation, any direction in respect of the hours and method of access; and

Stage 1C

Approved by:  
Shellharbour City Council



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(Authorised Officer)

ePlan

(Sheet 7 of 15 sheets)

Plan: **DP1206167**

Plan of Subdivision of Lot 1452 in DP1206168  
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- (c) except in an emergency, provide the Owner and any occupier of the lot burdened reasonable notice of the times and methods of access.
- 4.3 In exercising the powers granted under this easement, the Owner of a lot benefited must:
- (a) ensure all work is done properly;
- (b) restore the Easement Site as nearly as is practicable to its former condition after any work has been carried out; and
- (c) make good any collateral damage.
- 4.4 The owner of the burdened lot must not :
- (a) carry out any excavation or filling greater than 500mm. Any excavation or filling shall be located and retained so as to not to impact on any adjoining drop edge beam, building, structure or property;
- (b) erect any building or other structure of any kind other than eaves and gutter on the second or upper storey of any building; and
- (c) place any exposed obstructions, for example, water tanks, clothes lines, airconditioning pads or eaves but excepting any fascia and gutter on the ground floor.
- 4.5 This easement is only effective during any period within which a dwelling has been constructed within the lot benefited up to the zero lot line of the lot benefited.
- 4.6 For the purposes of this easement:
- (a) **Easement Site** means that part of the airspace of the lot burdened shown as (K) in the plan and being limited in depth so as not to encompass the building structure on the lot burdened;
- (b) **Owner** means a person who is entitled to an estate or interest in possession in a lot; and
- (c) **Zero Boundary** means a portion of the house or garage that is built within 200mm of the side boundary.

5. **Terms of RESTRICTION ON USE OF LAND numbered 5 in the plan:**

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

Stage 1C

Approved by:  
Shellharbour City Council



(Authorised Officer)

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(Sheet 8 of 15 sheets)

Plan: **DP1206167**

Plan of Subdivision of Lot 1452 in DP1206168  
covered by Shellharbour City Council  
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Dated *25/11/16*

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

**Name of Authority empowered to release, vary or modify the RESTRICTION ON USE OF LAND numbered 5 in the plan**

Shellharbour City Council

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

- 6.1 No dividing fence shall be erected on the lot burdened unless it is erected without cost to Lendlease, its successors and assigns other than purchasers on sale.

**THE PARTY** empowered to release, vary or modify the **RESTRICTION ON USE OF LAND** numbered 6 in the plan is **LENLEASE COMMUNITIES (CALDERWOOD) PTY LIMITED ACN 079 989 674** whilst ever it owns any lot or any part of any lot in the registered plan and for a period of two (2) years thereafter, and after that time **SHELLHARBOUR CITY COUNCIL**.

**7. Terms of POSITIVE COVENANT numbered 7 in the plan**

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

- (a) Australian Standard AS3959-2009 "Construction of Buildings in Bush Fire-prone Areas".
- (b) Addendum: Appendix 3 of Planning for Bushfire Protection 2006 or any subsequent amendment to this document.
- (c) Reports by Eco Logical Australia – issued on 18 February 2010, reference number 09SUTPLA-0019.

**8. Terms of POSITIVE COVENANT numbered 8 in the plan**

No building shall be erected unless it is constructed in accordance with the construction

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Shellharbour City Council

  
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(Authorised Officer)

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Plan: **DP1206167**

Plan of Subdivision of Lot 1452 in DP1206168  
covered by Shellharbour City Council  
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standards required by Bushfire Attack Level (BAL) 19 and/or as set out in the following documents:

- (a) Australian Standard AS3959-2009 "Construction of Buildings in Bush Fire-prone Areas".
- (b) Addendum: Appendix 3 of Planning for Bushfire Protection 2006 or any subsequent amendment to this document.
- (c) Reports by Eco Logical Australia – issued on 18 February 2010, reference number 09SUTPLA-0019.

**9. Terms of POSITIVE COVENANT numbered 9 in the plan**

No building shall be erected unless it is constructed in accordance with the construction standards required by Bushfire Attack Level (BAL) 29 and/or as set out in the following documents:

- (a) Australian Standard AS3959-2009 "Construction of Buildings in Bush Fire-prone Areas".
- (b) Addendum: Appendix 3 of Planning for Bushfire Protection 2006 or any subsequent amendment to this document.
- (c) Reports by Eco Logical Australia – issued on 18 February 2010, reference number 09SUTPLA-0019.

**10. Terms of POSITIVE COVENANT numbered 10 in the plan**

No building shall be erected unless it is constructed in accordance with the construction standards required by Bushfire Attack Level (BAL) 40 and/or as set out in the following documents:

- (a) Australian Standard AS3959-2009 "Construction of Buildings in Bush Fire-prone Areas".
- (b) Addendum: Appendix 3 of Planning for Bushfire Protection 2006 or any subsequent amendment to this document.
- (c) Reports by Eco Logical Australia – issued on 18 February 2010, reference number 09SUTPLA-0019.

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Approved by:  
Shellharbour City Council



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(Authorised Officer)

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Plan: **DP1206167**

Plan of Subdivision of Lot 1452 in DP1206168  
covered by Shellharbour City Council  
Subdivision Certificate No. *SC 2118/2016*  
Dated *25/11/16*

**11. Terms of EASEMENT FOR UNDERGROUND CABLES 3 WIDE (X) numbered 11 in the plan**

The terms of Easement for Underground Cables 3 wide marked (X) on the plan as set out in Memorandum No AK104616 registered at the office of Land and Property Information NSW are incorporated in this document.

**Name of the Authority empowered to release, vary or modify the Easement for Underground Cables 3 Wide (X) numbered 11 in the Plan**

Endeavour Energy

**12. Terms of RESTRICTION ON USE OF LAND (Z) numbered 12 in the plan**

No habitable buildings are permitted to be erected within Restriction Site (Z) within any Burdened lot.

In this Restriction on Use of Land, Restriction Site (Z) means the restriction site denoted "(Z)" on the plan.

**13. Terms of RESTRICTION ON USE OF LAND (Z1) numbered 13 in the plan**

13.1 No habitable buildings are permitted to be erected within Restriction Site (Z1) within any Burdened lot.

13.2 This Restriction on Use of Land will no longer apply on and from the Registration Date.

13.3 Shellharbour City Council consents to the Developer releasing, varying or modifying this Restriction on Use of Land on or immediately before the Registration Date.

13.4 For the purposes of this Restriction on Use of Land:

(a) **Developer** means Lendlease Communities (Calderwood) Pty Limited;

(b) **LPI** means the Land and Property Information;

(c) **Registration Date** means the date the Stage 2A Subdivision Plan is registered by the Registrar-General of the LPI;

(d) **Restriction Site (Z1)** means the restriction site denoted "(Z1)" on the plan; and

(e) **Stage 2A Subdivision Plan** means a plan of subdivision of proposed lot 1383 in the plan and any other land as determined by the Developer.

Stage 1C

Approved by:  
Shellharbour City Council



(Authorised Officer)

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Plan: **DP1206167**

Plan of Subdivision of Lot 1452 in DP1206168  
covered by Shellharbour City Council  
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**14. Terms of RESTRICTION ON USE OF LAND numbered 14 in the plan:**

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

**Name of Authority empowered to release, vary or modify the RESTRICTION ON USE OF LAND numbered 13 in the plan**

Shellharbour City Council

**15. Terms of RESTRICTION ON USE OF LAND numbered 15 in the plan**

15.1 The lot burdened must not be used for any purpose other than as a site for residential purposes.

15.2 The Owner of the burdened lot must not construct a residential dwelling on the burdened lot unless the residential dwelling and any ancillary landscaping and fencing complies with:

- (a) the Design Guidelines which Lendlease Communities, as the original developer, may apply to the lot burdened from time to time; and
- (b) any other conditions required by any relevant consent authority.

15.3 This restriction on the use of land expires and has no further force or effect on and from the Date of Compliance.

15.4 This restriction does not apply to any lot burdened whilst Lendlease Communities is the Owner or appointed developer of that lot.

15.5 The Owner of the burdened lot must not subdivide the burdened lot unless the burdened lot is a Gallery Lot, in which the restriction on subdivision does not apply.

15.6 The Owner of a burdened lot must not:

- (a) construct a building on the burdened lot which has a two storey zero lot line wall. The second or upper storey dwelling component on the burdened lot above the single storey zero lot line wall must be set back a minimum distance of 900mm from the lot boundary other than an upper storey eaves and fascia components which must be set back a minimum of 450mm from the boundary of the burdened lot.

Stage 1C

Approved by:  
Shellharbour City Council



(Authorised Officer)

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Plan: **DP1206167**

Plan of Subdivision of Lot 1452 in DP1206168  
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15.7 If the burdened lot contains a retaining wall, the Owner of the burdened lot must not construct a building on the burdened lot unless the building is set back a minimum distance of 900mm from the lot boundary adjacent to the retaining wall. A larger set back may be required if stated in the building envelope plan for the burdened lot.

15.8 The Owner must not lease or transfer the burdened lot until the later of:

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

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

15.9 For the purposes of this restriction:

- (a) **Design Guidelines** means the 'Calderwood Valley Home Design Guidelines' and ancillary building envelope plan which regulate building and ancillary landscaping work within the Calderwood Development as may be varied from time to time;
- (b) **Date of Compliance** means the later of:
  - (i) the date an Occupation Certificate is issued;
  - (ii) the date of completion of the landscaping and fencing on the lot burdened in compliance with the Design Guidelines; and
  - (iii) the date that is 3 years after the date on which Lendlease Communities no longer owns any land within the Calderwood Development;
- (c) **Gallery Lot** means lot 1343;
- (d) **Lendlease Communities** means Lendlease Communities (Calderwood) Pty Limited ACN 079 989 674;
- (e) **Occupation Certificate** means the final occupation certificate issued by the consent authority under section 109H(1A(b)) of the *Environmental Planning and Assessment Act 1979 (NSW)* for the whole of the residential dwelling constructed on the lot burdened; and
- (f) **Owner** means a person who is entitled to an estate or interest in possession in a lot.

Stage 1C

Approved by:  
Shellharbour City Council



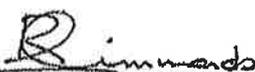
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(Authorised Officer)

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(Sheet 13 of 15 sheets)

Plan: **DP1206167**

Plan of Subdivision of Lot 1452 in DP1206168  
covered by Shellharbour City Council  
Subdivision Certificate No. *SC 0118/2016*  
Dated *25/11/16.*

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

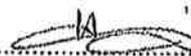


Signature of Witness

*Raymond Simmonds*

Name of Witness (print)

Address of Witness (print)  
c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148



Signature of Attorney

Name: Helen Smith  
Position: Manager Property and Fleet  
Date of execution: *21 NOVEMBER 2016*  
Reference: *URS16239*

Stage 1C

Approved by:  
Shellharbour City Council



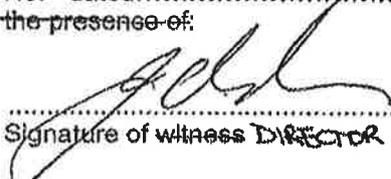
(Authorised Officer)

Plan: **DP1206167**

Plan of Subdivision of Lot 1452 in DP1206168  
covered by Shellharbour City Council  
Subdivision Certificate No.  
Dated

EXECUTED by  
as attorney for LENDLEASE COMMUNITIES  
(CALDERWOOD) PTY LIMITED (ACN 079 989 )

674) under registered power of attorney Book IN ACCORDANCE WITH SECTION 127  
No. dated ..... in ) OF THE CORPORATIONS ACT 2001 (CTA):  
the presence of:



Signature of witness DIRECTOR

JOHN DAVID CLARK

Name of witness (block letters)

  
Address of witness SECRETARY

Katrina Beth Smith

Occupation of witness

By executing this instrument the attorney  
states that the attorney has received no  
notice of revocation of the power of attorney

Stage 1C

Approved by:  
Shellharbour City Council

.....  
(Authorised Officer)

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(Sheet 15 of 15 sheets)

Plan: **DP1206167**

Plan of Subdivision of Lot 1452 in DP1206168  
covered by Shellharbour City Council  
Subdivision Certificate No. *SC 0118/2016*  
Dated *25/11/16.*

**EXECUTED** on behalf of **SHELLHARBOUR CITY COUNCIL** by its authorised delegate pursuant  
to s.377 of Local Government Act 1993 No 30

\_\_\_\_\_  
(name of delegate)

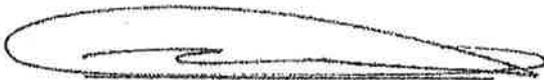


\_\_\_\_\_  
Signature of Delegate

*Luke Preston*

\_\_\_\_\_  
Name of Delegate (print)

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



\_\_\_\_\_  
Signature of Witness

*Kelly MacDonnell*  
\_\_\_\_\_  
Name of Witness

Stage 1C

Approved by:  
Shellharbour City Council



.....  
(Authorised Officer)

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REGISTERED



08.12.2016



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

**Applicant:**

**CVC Law  
DX 27826  
WOLLONGONG COURT**

**enquiries@cvconveyancing.com.au**

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

**Applicants Reference: SJ:S019178**

**Certificate No: PL0692/2019**

**Print Date: 04 April 2019**

**LAND DESCRIPTION:**

**42 Honeybee Crescent CALDERWOOD NSW 2527**

**Lot 1350 DP 1206167**

**Land ID: 33344**

**Disclaimer**

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

**Title Information**

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

**Inspection of the land**

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

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

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

**1. Name of Relevant Planning Instruments and DCPs**

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

**Local Environmental Plan**

There are no Local Environmental Plans.

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

**State Environmental Planning Policies**

SEPP No 21 - Caravan Parks.

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

SEPP No 33 - Hazardous & Offensive Development.

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

SEPP No 36 - Manufactured Home Estates.

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

SEPP No 50 - Canal Estate Developments.

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

SEPP No 55 - Remediation Of Land.

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

SEPP No 64 - Advertising And Signage.

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

SEPP No 65 - Design Quality Of Residential Flat Development.

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

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

SEPP No 70 - Affordable Housing (Revised Schemes).

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

SEPP - Building Sustainability Index: Basix 2004.

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

SEPP - (State Significant Precincts) 2005.

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

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

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

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

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

SEPP - (Infrastructure) 2007.

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

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

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

SEPP - (Exempt & Complying Development Codes) 2008.

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

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

The aims of this Policy are as follows:

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

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

The SEPP aims to:

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

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

This Policy aims to:

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

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

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

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

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

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

The aims of this Policy are to:

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

#### **Deemed SEPP's (Regional Environmental Plans)**

No Deemed SEPPs apply to the land.

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

##### **Planning Proposal - Local Environmental Plan**

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

##### **Draft State Environmental Planning Policies**

Draft State Environmental Planning Policy (Exempt & Complying Development Codes) 2008

The proposed amendments comprise over 50 changes to the SEPP including:

- Introduce new definitions to provide clarity and certainty;
- Clarify the policy intent in the case of minor inconsistencies;
- Improve existing diagrams to ensure they adequately reflect the development standards; and
- Correct minor drafting errors including incorrect clause references.

Full details can be found at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)  
<<http://www.planning.nsw.gov.au>>

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

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

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

Full details of the Standard Instrument LEP and State Environmental Planning Policy changes can be found on the website of the NSW Department of Planning & Environment [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au) <<http://www.planning.nsw.gov.au>>

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

Calderwood Urban Development Project Development Control Plan 2013.

**Draft Exhibited Development Control Plan**

No exhibited draft Development Control Plans apply to the land.

**Technical Policies**

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

**Exhibited Technical Policies**

There are no Exhibited Technical Policies on this land.

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

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

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

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

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

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

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

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

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

**Exceptions**

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

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

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

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

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

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

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

**2.7 Is the land in a conservation area?**

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

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

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

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

This clause does not apply to the land.

.....  
3. **COMPLYING DEVELOPMENT**

- 3.1 The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- 3.2 The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- 3.3 If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

**Housing Code**

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

**Rural Housing Code**

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

**Greenfield Housing Code**

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

**Housing Alterations Code**

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

**General Development Code**

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

.....  
**Commercial and Industrial Alterations Code**

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

**Commercial and Industrial (New Buildings and Additions) Code**

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

**Subdivisions Code**

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

**Demolition Code**

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

**Fire Safety Code**

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

**Container Recycling Facilities Code**

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

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

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

Not applicable.

**5. MINE SUBSIDENCE**

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

No.

**6. ROAD WIDENING AND ROAD REALIGNMENT**

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

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

No.

.....  
**(B) Any environmental planning instrument?**

No.

**(C) Any resolution of the Council?**

No.

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

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

**7.1 Landslip**

No.

**7.2 Bushfire**

No.

**7.3 Tidal Inundation**

No.

**7.4 Subsidence**

No.

**7.5 Acid Sulphate Soils**

No

**7.6 Any other risk**

No.

**7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

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

**Calderwood Urban Development Project -** No. Information relied upon to determine whether flood related development controls apply was produced by consultants engaged by the developer during the Land & Environment Court case: "Lend Lease Communities (Australia) Limited v Minister for Planning and

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

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

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

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

**8. LAND RESERVED FOR ACQUISITION**

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

SEPP Calderwood - No.

**9. CONTRIBUTIONS PLAN**

**9.1 Which contributions plan/s apply to the land?**

Shellharbour City Council's Section 94 Contributions Plan 2016 (8<sup>th</sup> Review) Amendment 1.

**9A BIODIVERSITY CERTIFIED LAND**

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

.....  
No.

**10. BIODIVERSITY STEWARDSHIP SITES**

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

No.

**10A NATIVE VEGETATION CLEARING SET ASIDES**

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

No.

**11. BUSH FIRE PRONE LAND**

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

No.

**12. PROPERTY VEGETATION PLANS**

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

No.

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

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

No.

**14. DIRECTIONS UNDER PART 3A**

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

No.

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

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

No.

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

No.

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

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

No.

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

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

No.

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

No.

18. PAPER SUBDIVISION INFORMATION

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

Not applicable.

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

Not applicable.

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

.....  
**19. SITE VERIFICATION CERTIFICATES**

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

No.

**19.2 The certificate ceases to be current on:**

Not applicable.

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

**20. LOOSE-FILL ASBESTOS INSULATION**

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

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

**21. AFFECTED BUILDING NOTICES PRODUCT RECTIFICATION ORDERS**

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

No

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

No

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

No

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

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

No.

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

.....  
No.

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

No.

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

No.

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

No.

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

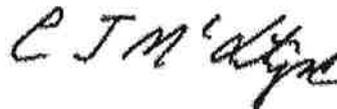
CONTAMINATED INFORMATION - 2a. The land is affected by a policy adopted by Council that restricts development of land if there is likelihood of contamination. Council has not assessed the likelihood of contamination of the land and cannot certify whether or not the policy restricts development of the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

**PART B: NOTATIONS**

There are no Part B notations on this property.

For further information please contact the  
Land & Information Services on  
(02) 4221 6437

Carey McIntyre  
General Manager





Application: 10116491  
Your Ref: S019178

5 April 2019

Property details: 42 Honeybee Cres CALDERWOOD 2527  
LOT 1350 DP 1206167

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

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

Yours sincerely

Customer Property Services  
Customer Services



**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.