

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>First National Real Estate Coastside Shellharbour 18/23 Addison Street, Shellharbour, NSW 2529</b>	<b>Phone: (02) 4295 5033 Ref: Rachel Hutchinson</b>
co-agent		
vendor	<b>Bryan Denton Arthur Williams and Daniel Lindsay Jordison</b>	
vendor's solicitor	<b>JYP Legal Level 10, 50 Margaret Street, Sydney NSW 2000</b>	<b>Phone: 02 8234 8711 Email: jane@successfulways.com.au Fax: 02 9299 3876 Ref: JP:11691/24</b>
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date 118 Harbour Boulevard, Shell Cove, New South Wales 2529 Registered Plan: Lot 12 Plan DP 271103 Folio Identifier 12/271103</b>	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <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"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove/oven <input checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other: spare tiles, floorboards and paint (located under the staircase storage cupboard), fireplace including mantle and TV wall mount, internal cabinetry and wardrobes, external tapware and fittings (including front façade hose link hose attached to the wall), water tank, garden beds and plants, shutters
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	(10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

## SIGNING PAGE

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

**Choices**

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

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

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

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

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

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

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

**GSTRW payment (GST residential withholding payment) – details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact 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 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <b>Other</b> <input type="checkbox"/> 60
<b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

Netstrata Strata Management  
 298 Railway Parade, Carlton, NSW 2218 Australia      Phone: 1300 638 787

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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



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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

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

**13 Goods and services tax (GST)**

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

**14 Adjustments**

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

**15 Date for completion**

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

**16 Completion****• Vendor**

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

**• Purchaser**

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

**17 Possession**

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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



- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● **Notices, certificates and inspections**

- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

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

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

178 Harbour Boulevard, Shell Cove NSW 2529

## **SPECIAL CONDITIONS**

**VENDOR:** Bryan Arthur Denton Williams and Daniel Lindsay Jordison

**PURCHASER:**

**PROPERTY:** 118 Harbour Boulevard, Shell Cove NSW 2529

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### **33. Changes to printed page 2 of the Contract**

The following additional Conditions of Sale are prescribed by the *Property Stock and Business Agents Regulation 2003* (NSW) to apply to and in respect of the sale of the property by auction:

- (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
- (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
- (c) A bid cannot be made or accepted after the fall of the hammer.

### **34. Death, Incapacity and Bankruptcy**

If either party (or, if a party consists of more than one person, any one of those persons) before completion:

- (a) dies or becomes mentally ill;
- (b) is declared bankrupt;
- (c) enters into any scheme of arrangement for the benefit of creditors;
- (d) has a petition for the winding up of that party presented;
- (e) enters into any scheme or arrangement under the Corporations Law; or
- (f) has a liquidator, receiver or official manager appointed in respect of that party,

such party shall be in default under this contract and the other party may rescind this contract by notice in writing to the first party.

### **35. Amendments to Standard Printed Provisions**

The Vendor and the Purchaser agree that the provisions of the standard printed form of Contract are amended as follows:

- (a) clause 7.1.1 is deleted;
- (b) clause 23.6.1 is deleted and replaced with "the vendor is only liable for all contributions until the complete date. The purchaser is liable for all contributions payable after the completion date;"
- (c) clause 25.2 is deleted;

- (d) clause 30.11 is deleted; and
- (e) clause 31.3 is amended by deleting "at least 2 business day".

### **36. No warranties or representations**

- (a) The property is sold in its present condition and the Purchaser acknowledges that it buys the property relying on its own knowledge, inspection and enquiries and does not rely on any warranties or representations made by or on behalf of the Vendor.
- (b) Without limiting the generality of clause 366(a), any warranties by or on behalf of the Vendor, express or implied, as to any purpose for which the property or as to any building which is or may be erected on the property can be used, are expressly negated.

### **37. State of Repair and Condition of Property and Services**

- (a) The Purchaser expressly acknowledges the following:
- (b) the Purchaser is purchasing the property together with the appurtenances thereto as a result of the Purchaser's own inspection and in its present condition and state of repair and subject to any infestation, dilapidation, fault or defect both latent and patent and the Purchaser shall not be at liberty to require the Vendor to undertake any work to the property whatsoever;
- (c) the Purchaser acknowledges that this contract represents the whole agreement between the parties and it is not relying upon any warranty or representation made by the Vendor or any person on behalf of the Vendor except such as is expressly contained in this contract;
- (d) the Purchaser may not make any objection, requisition or claim for any compensation or delay completion in respect to any matter disclosed or referred to in any document attached and forming part of this contract;
- (e) the Purchaser acknowledges that it is purchasing the property and shall take title subject to all existing or proposed, water, sewerage and drainage, gas, electricity, telephone and other installations and services (if any) and shall not make any objection, requisition, claim for compensation or delay completion nor rescind or terminate this agreement in respect of or in consequence of or arising from any of the following matters:
  - (i) the nature, location, availability or non-availability of any such services;
  - (ii) any sewer main or mains or connections for or of any relevant authority for or supplier of any such services passing in or over or through the property;
  - (iii) whether or not the property is subject to or has the benefit of any rights or easements in respect of any such service or mains, pipes or connections thereof;
  - (iv) any defects in such installations and services;
  - (v) any underground or surface stormwater drain passing through or over the property or should any manhole or vent be on the property;
  - (vi) any rainwater downpipe being connected to the sewer;

- (vii) whether any easement has or has not been granted and/or registered in respect of any services or installations referred to by this clause 38 either to and/or passing over or through the subject property and/or any adjoining property.

### **38. Foreign Acquisitions and Takeovers Act 1975**

- (a) If the Purchaser is a foreign resident or a non resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the *Foreign Acquisitions and Takeovers Act 1975* or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under the *Foreign Acquisitions and Takeovers Regulations 1989* to enter into this contract then the Purchaser hereby warrants that it has obtained the approval or certification of the Treasurer or has received a statement of non objection.
- (b) The Purchaser acknowledges and agrees that if the above warranty is false or untrue in any respect whatsoever the Purchaser hereby indemnifies and keeps indemnified the Vendor again any loss which the Vendor may suffer as a result of the Vendor having relied on this warranty when entering into this contract including any consequential loss which the Vendor may sustain.

### **39. Vendor's agent**

The Purchaser warrants that it was introduced to the property by the agent first-named in this contract and by no other agent. The Purchaser indemnifies the Vendor against any claim for commission which may be made by any other agent as a result of a breach of this warranty together with any costs or expenses which may be incurred by the Vendor in relation to such claim. The benefit of this clause shall not merge on completion but shall continue for the benefit of the Vendor.

### **40. Notice to complete**

The parties agree that 14 days notice shall be sufficient time for the giving of a notice to complete this contract and making time of the essence of this contract at the date of expiry of such notice.

### **41. Interest for late completion**

It is an essential term of this contract that if completion does not take place on or by the completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase monies and any other monies payable to the Vendor, interest on the balance of purchase monies calculated at the rate of 10%pa computed from the date specified for completion and calculated up until completion (but not including any period for which the Vendor was responsible for completion not occurring).

### **42. Legal costs on issue of Notice to Complete**

It is an essential term of this contract that if the Vendor serves upon the Purchaser a notice to complete, the Purchaser shall pay to the Vendor on completion \$330 (inclusive of GST) to cover the Vendor's legal costs and associated expenses incurred in the preparation and service of a notice to complete.

### **43. Severability**

If the whole or any part of a provision of this contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected.



#### **44. Inconsistency**

In the event of any inconsistency between these additional clauses and the printed conditions of the Contract, these additional conditions shall prevail to the extent of such inconsistency.

#### **45. Claim for compensation**

Notwithstanding anything to the contrary herein contained, the Vendor and the Purchaser agree that any claim by the Purchaser for compensation whether under clause 7 of the contract or otherwise shall be deemed to be a requisition for the purposes of clause 8 of the contract.

#### **46. Building Certificate and Survey**

(a) Subject to the provisions of Schedule 3 of the *Conveyancing (Sale of Land) Regulation 2010*, if the Purchaser applies for a building certificate from the local council after the date of this contract and subsequently the council makes any of the following orders before completion:

(i) a work order under any legislation (but not an upgrading or demolition order) The Purchaser cannot make a claim for compensation, objection or requisition or rescind or terminate the contract because there is no building certificate or survey attached to this contract;

(ii) an order to not issue any building certificate; or

(iii) an order that certain building works are to be done before it will issue a building certificate,

then the Purchaser shall not make any objection, requisition, claim for compensation, rescind, delay completion or require the Vendor to comply with or undertake any building work mentioned above.

(b) Should the Purchaser become entitled to rescind this contract for the Vendor's breach of warranty under clause 1(d) Schedule 3, Part 1 of the *Conveyancing (Sale of Land) Regulation 2010*, the Vendor shall also be entitled to rescind this contract provided such right is exercised before the Purchaser has served a notice of rescission.

#### **47. Non-Merger**

Insofar as any printed clause or Special Condition of this contract confers rights or obligations on either party which continue after completion of this contract, then the Vendor and the Purchaser hereby declare and agree that such clause or Special Condition shall not merge in the transfer on completion hereof, but shall continue in full force and effect notwithstanding such completion.

#### **48. Swimming Pool**

If a swimming pool is situated on the subject property the Vendor does not warrant that such swimming pool complies with the requirements imposed by the *Swimming Pools Act, 1992* and the regulations prescribed therein, and the Purchaser agrees that on completion, he shall comply with the requirements of the Act and such regulations relating to access to the swimming pool and the erection of a warning notice. It is further agreed that this condition shall not merge on completion.

## 49. Electronic Settlement

The parties acknowledge and agree that completion of this contract shall take place using the electronic platform PEXA. If the purchaser is unwilling or unable to settle using the PEXA platform then the purchaser will allow to the vendor on settlement the sum of \$220 (inclusive of GST) to pay the vendor's legal fees associated with settling at a physical venue in the Sydney CBD.

## 50. Tenancy

This clause applies if the front page of the Contract states that the property is subject to existing tenancies. A copy of the Residential Agreement ("Agreement") is annexed to this Contract and the Purchaser warrants that it has satisfied itself about the existing tenancy and cannot make a claim or requisition or rescind or terminate in respect of the Agreement even if the tenant vacates the property prior to completion of the Contract.

## 51. Electronic Signatures

- (a) This Contract may be signed in any number of counterparts with the same effect as if the signatures of each counterpart were on the same instrument.
- (b) Execution by email of a copy of this Contract executed by that party or a Contract which has been signed by DocuSign, will constitute a valid and binding execution of this Contract by such party or parties.
- (c) For the purposes of the *Electronic Transactions Act 1999* (Cth) and the *Electronic Transaction Act 2000* (NSW), each of the parties consents to receiving and sending this Contract electronically.



FOLIO: 12/271103

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SEARCH DATE	TIME	EDITION NO	DATE
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11/1/2024	1:05 PM	2	2/11/2017

LAND

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LOT 12 IN COMMUNITY PLAN DP271103  
AT SHELL COVE  
LOCAL GOVERNMENT AREA SHELLHARBOUR  
PARISH OF TERRAGONG COUNTY OF CAMDEN  
TITLE DIAGRAM DP271103

FIRST SCHEDULE

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BRYAN DENTON ARTHUR WILLIAMS  
DANIEL LINDSAY JORDISON  
AS JOINT TENANTS (T AM856069)

SECOND SCHEDULE (10 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/271103
- 3 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
- 4 DP1060491 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT
- 5 DP1076113 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1126990 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP271103 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (E4) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 8 DP271103 EASEMENT FOR SERVICES VARIABLE WIDTH (E5) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 9 DP271103 POSITIVE COVENANT (DOC.1)
- 10 AM856070 MORTGAGE TO ING BANK (AUSTRALIA) LIMITED

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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



LOCATION DIAGRAM  
 SCALE: 1:400

THIS SHEET IS BEING CONTINUALLY UPDATED TO SHOW THE CURRENT SUBDIVISION PATTERN OF THE SCHEME. FOR DETAILS OF UPDATES AND ADDITIONAL AND REPLACEMENT SHEETS SEE SCHEDULE BELOW

SCHEDULE OF CHANGES TO THE SCHEME		
LOT No	DETAILS	SHEET No

Subdivision Certificate No. SC00482017  
 Date: 29/08/2017

Surveyor: BRUCE ERNEST SMITH  
 Crown Licellist of Plans (CPL)  
 Surveyors Ref: D215160CT

REGISTERED: 1.8.2017

COMMUNITY/PRECINCT/NEIGHBOURHOOD PLAN

DP271103

DETAIL PLAN - Sheet 1 of 2 Sheets

SCALE 1:400

NOTES: FOR DIAGRAMS SEE SHEET 2 OF DETAIL PLAN

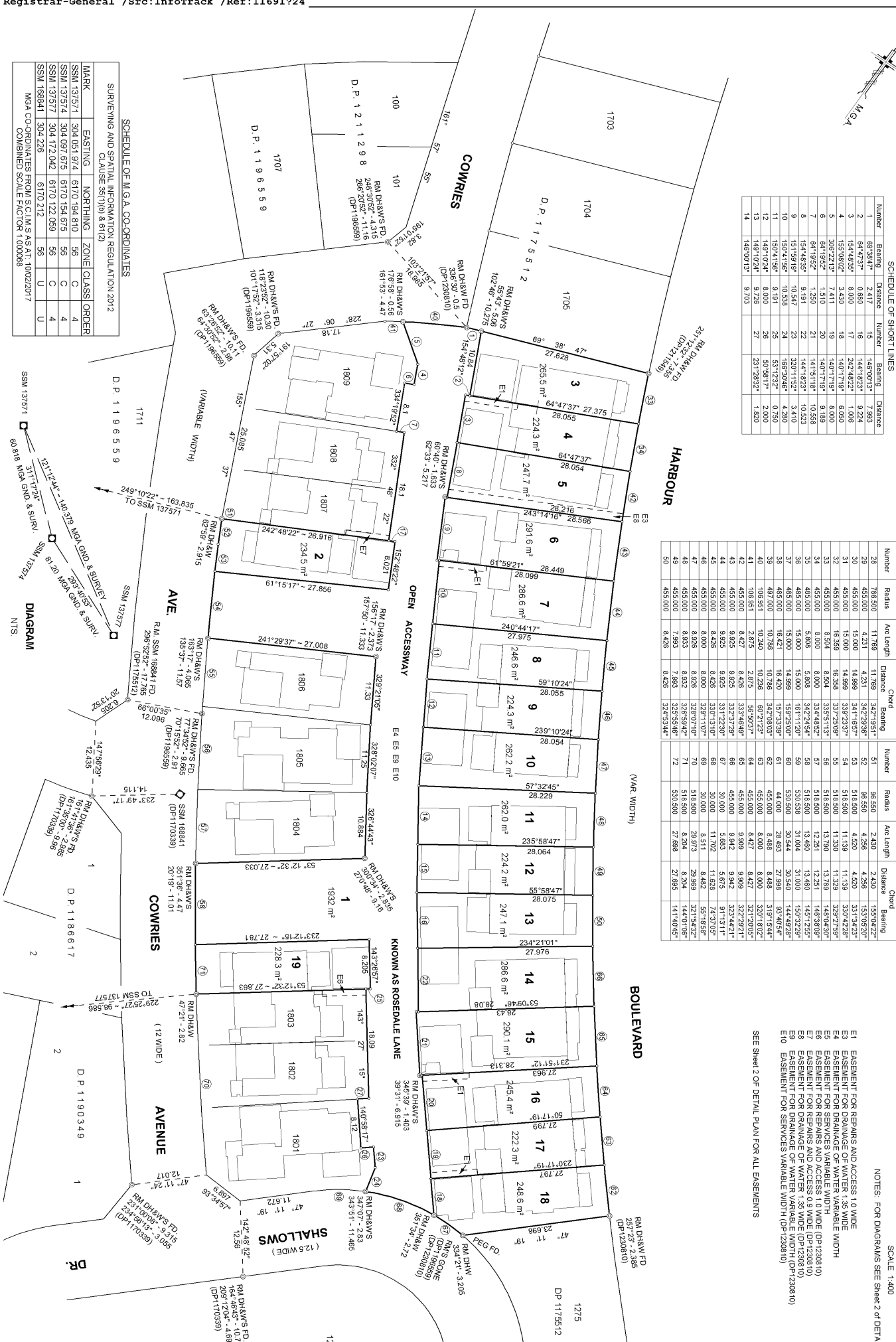
SCHEDULE OF SHORT LINES

Number	Bearing	Distance	Number	Bearing	Distance
1	69°34'27"	2.417	15	146°00'31"	7.933
2	64°47'37"	0.600	16	144°18'23"	9.274
3	154°48'35"	0.800	17	242°48'22"	1.005
4	155°08'02"	3.430	18	140°17'19"	0.800
5	308°22'51"	1.511	19	140°17'19"	0.800
6	64°19'52"	1.250	21	144°15'18"	10.555
7	64°19'52"	1.250	22	144°18'23"	10.523
8	154°48'35"	0.819	23	320°11'52"	3.410
9	151°19'19"	10.547	24	168°30'45"	4.300
10	150°41'56"	10.538	25	53°12'32"	0.750
11	150°41'56"	9.919	26	50°48'17"	2.000
12	149°10'24"	8.000	27	231°28'52"	1.820
13	149°10'24"	9.703			
14	146°00'31"	8.703			

SCHEDULE OF CURVED BOUNDARIES

Number	Radius	Arc Length	Chord Bearing	Number	Radius	Arc Length	Chord Bearing
28	782.500	11.789	347°19'51"	51	98.550	2.430	2.430
29	478.500	4.133	111°20'11"	52	111.500	2.830	153°10'22"
30	455.000	15.000	14.859	53	518.500	4.520	4.520
31	455.000	15.000	14.859	54	518.500	11.139	330°42'28"
32	455.000	16.359	337°25'03"	55	518.500	11.329	329°27'59"
33	455.000	8.504	8.504	56	518.500	13.790	13.789
34	455.000	8.000	334°48'52"	57	518.500	12.251	148°38'09"
35	485.000	5.808	342°24'54"	58	518.500	13.660	148°18'55"
36	485.000	15.000	161°11'20"	59	530.538	31.000	150°32'29"
37	485.000	15.000	14.989	60	530.538	30.544	144°48'28"
38	485.000	16.420	157°33'39"	61	44.000	28.439	37°40'34"
39	485.000	16.748	161°20'11"	62	44.000	28.439	37°40'34"
40	168.561	10.240	10.236	63	455.000	8.000	320°18'02"
41	168.561	2.875	65°02'32"	64	455.000	8.000	321°20'57"
42	455.000	8.427	8.426	65	455.000	9.909	322°29'21"
43	455.000	9.925	332°37'29"	66	455.000	9.942	323°44'21"
44	455.000	9.925	331°27'29"	67	30.000	5.843	91°13'11"
45	455.000	8.426	8.426	68	30.000	11.702	11.828
46	455.000	8.000	330°11'07"	69	30.000	8.511	74°37'05"
47	455.000	8.925	328°07'10"	70	518.500	29.973	29.969
48	455.000	8.925	328°59'42"	71	518.500	6.284	144°10'05"
49	455.000	7.843	65°02'32"	72	530.580	27.895	141°40'42"
50	455.000	6.426	324°53'44"				

- E1 EASEMENT FOR REPAIRS AND ACCESS 1.0 WIDE
  - E2 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
  - E3 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
  - E4 EASEMENT FOR SERVICES VARIABLE WIDTH
  - E5 EASEMENT FOR REPAIRS AND ACCESS 1.0 WIDE (DP1230810)
  - E6 EASEMENT FOR REPAIRS AND ACCESS 0.9 WIDE (DP1230810)
  - E7 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP1230810)
  - E8 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP1230810)
  - E9 EASEMENT FOR SERVICES VARIABLE WIDTH (DP1230810)
  - E10 EASEMENT FOR SERVICES VARIABLE WIDTH (DP1230810)
- SEE SHEET 2 OF DETAIL PLAN FOR ALL EASEMENTS



SCHEDULE OF M.G.A. CO-ORDINATES

SURVEYING AND SPATIAL INFORMATION REGULATION 2012

CLAUSE 35(1)(b) & 6(1)(2)

MARK	EASTING	NORTHING	ZONE CLASS ORDER
SSM 137571	304 051 974	617 0 194 810	56 C
SSM 137574	304 097 675	617 0 154 675	56 C
SSM 137577	304 172 042	617 0 122 059	56 C
SSM 168841	304 226	617 0 212	56 U

MGA CO-ORDINATES FROM S.C.I.M.S AS AT 10/02/2017  
COMBINED SCALE FACTOR 1.000088

Surveyor: BRUCE ERNEST SMITH  
Date of Survey: 28/04/2017  
Surveyor's Ref: D215160-CT

PLAN OF SUBDIVISION OF LOT 1810 IN D.P. 1230810

LGA: SHELLHARBOUR  
Locality: SHELL COVE  
Subdivision No. SC0048/2017

Registered  
14.2017

DP271103

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

Table of mm

Req:R750557 /Doc:DP 0271103 P /Rev:01-Aug-2017 /NSW LRS /Pgs:ALL /Prt:11-Jan-2024 13:06 /Seq:2 of 9

Office of the Registrar-General /Src:InfoTrack /Ref:1169124

**SCHEDULE OF SHORT LINES**

Number	Bearing	Distance	Number	Bearing	Distance
15	146°00'33"	7.933	16	144°18'23"	9.274
2	64°47'37"	0.680	17	242°48'22"	1.005
3	154°48'35"	8.000	18	140°17'19"	8.000
			19	140°17'19"	8.000
			20	140°17'19"	8.000
			21	144°18'23"	10.523
			22	144°18'23"	10.523
8	154°48'35"	9.191			
9	151°19'19"	10.547			
10	150°41'56"	10.538			
11	150°41'56"	9.191			
12	149°10'24"	8.000	25	53°12'32"	0.750
13	149°10'24"	9.756			
14	146°00'33"	9.703			

**SCHEDULE OF CURVED BOUNDARIES**

Number	Radius	Arc Length	Chord Distance	Chord Bearing	Number	Radius	Arc Length	Chord Distance	Chord Bearing
26	782.500	11.789	11.789	347°19'51"	43	98.550	4.256	4.256	143°05'02"
27	455.000	4.253	4.253	347°19'51"	44	510.500	4.520	4.520	331°32'27"
30	455.000	15.000	14.959	337°23'37"	53	510.500	11.139	11.139	330°42'28"
31	455.000	15.000	14.959	337°23'37"	54	510.500	11.139	11.139	330°42'28"
32	455.000	16.359	16.359	337°26'09"					
33	455.000	8.504	8.504	339°51'13"					
34	455.000	8.000	8.000	334°48'52"					
35	468.000	5.606	5.606	342°24'54"					
38	483.000	15.000	14.999	159°25'00"	58	510.500	13.460	13.460	145°12'55"
37	483.000	15.000	14.999	159°25'00"	59	530.538	31.004	31.000	150°32'29"
36	483.000	16.423	16.420	157°33'39"	60	530.538	30.540	30.540	144°48'28"
39	491.000	10.788	10.788	342°08'03"	61	44.000	28.439	27.998	35°40'34"
					62	455.000	8.000	8.000	320°18'07"
					63	455.000	8.000	8.000	320°18'07"
					64	455.000	8.427	8.427	321°20'05"
					65	455.000	9.909	9.909	322°29'21"
					66	455.000	9.942	9.942	323°44'21"
42	455.000	8.427	8.426	333°48'49"	67	30.000	5.883	5.875	91°13'11"
43	455.000	9.925	9.925	333°37'29"					
44	455.000	9.925	9.925	331°22'30"					
45	455.000	8.426	8.426	330°13'10"					
46	455.000	8.000	8.000	329°11'07"					
47	455.000	8.925	8.925	328°07'10"	71	510.500	9.264	9.264	144°01'09"
48	455.000	8.925	8.925	328°07'10"	72	530.580	27.958	27.959	141°40'42"
49	455.000	7.953	7.953	326°58'42"					
50	455.000	8.426	8.426	324°53'44"					

- E1 EASEMENT FOR REPAIRS AND ACCESS 1.0 WIDE
- E2 EASEMENT FOR DRAINAGE OF WATER 1.35 WIDE
- E3 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
- E4 EASEMENT FOR SERVICES VARIABLE WIDTH
- E5 EASEMENT FOR REPAIRS AND ACCESS 1.0 WIDE (DP1230810)
- E6 EASEMENT FOR REPAIRS AND ACCESS 0.9 WIDE (DP1230810)
- E7 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP1230810)
- E8 EASEMENT FOR SERVICES VARIABLE WIDTH (DP1230810)
- E9 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP1230810)
- E10 EASEMENT FOR SERVICES VARIABLE WIDTH (DP1230810)
- A/BODY IS CENTRE OF TIMBER & COMPOSITE
- FIRE BARRIER PARTY WALL 0.25 WIDE
- FIRE BARRIER PARTY WALL 0.25 WIDE (DP1230810)



Req: R750557 / Doc: DP 0271103 P / Rev: 01-Aug-2017 / NSW LRS / Pgs: ALL / Prt: 11-Jan-2024 13:06 / Seq: 3 of 9  
 © Office of the Registrar-General / Src: InfoTrack / Ref: 1169124

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

Table of mm

Surveyor: BRUCE ERNEST SMITH  
 Date of Survey: 28/04/2017  
 Surveyor's Ref.: D215160-CT

PLAN OF SUBDIVISION OF LOT 1810 IN D.P. 1230810

LGA: SHELLHARBOUR  
 Locality: SHELL COVE  
 Subdivision No. SC0048/2017  
 Lengths are in metres Reduction Ratio: 1:400

Registered  
 1.8.2017

DP271103



**SCHEDULE OF SHORT LINES**

Number	Bearing	Distance	Number	Bearing	Distance
1	89°34'27"	2.417	15	146°00'13"	7.593
2	64°47'37"	0.680	16	144°18'23"	9.224
3	154°48'35"	8.000	17	242°48'22"	1.006
4	150°08'02"	3.430	18	140°17'19"	6.050
5	309°22'35"	1.411	19	140°17'19"	6.050
6	154°48'35"	8.000	20	144°18'23"	10.523
7	64°47'37"	1.250	21	143°15'18"	10.528
8	154°48'35"	9.191	22	144°18'23"	10.523
9	150°41'56"	10.528	23	320°11'52"	3.410
10	150°41'56"	10.528	24	166°30'46"	4.280
11	150°41'56"	9.191	25	53°12'32"	0.750
12	149°10'24"	8.000	26	50°58'17"	2.000
13	149°10'24"	9.728	27	251°28'22"	1.820
14	146°00'13"	9.703	73	243°14'16"	0.350
			74	241°39'21"	0.350
			75	243°14'16"	0.350
			76	223°51'12"	0.350

**SCHEDULE OF CURVED BOUNDARIES**

Number	Radius	Arc Length	Chord	Bearing
40	106.951	10.240	10.256	69°21'23"
54	518.500	11.139	13.480	339°42'28"
58	518.500	13.480	13.480	145°17'55"
68	30.000	11.702	11.828	74°37'05"

E4 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH  
 E5 EASEMENT FOR SERVICES VARIABLE WIDTH  
 E6 EASEMENT FOR BRACKING OF WATER VARIABLE WIDTH (DP1230810)  
 E9 EASEMENT FOR BRACKING OF WATER VARIABLE WIDTH (DP1230810)  
 E10 EASEMENT FOR SERVICES VARIABLE WIDTH (DP1230810)



Table of mm: 20, 10, 20, 30, 40, 50, 100, 150, 200, 300, 400, 500, 600, 700, 800, 900, 1000

Surveyor: BRUCE ERNEST SMITH Date of Survey: 28/04/2017 Surveyor's Ref: D215160-CT	PLAN OF SUBDIVISION OF LOT 1810 IN D.P. 1230810	LGA: SHELLHARBOUR Locality: SHELL COVE Subdivision No: SC0048/2017 Lengths are in metres Reduction Ratio: 1:400	Registered 1.8.2017	DP271103
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COMMUNITY PROPERTY PLAN  
 (COMMUNITY PROPERTY ONLY)  
 SCALE 1:400






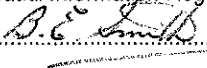
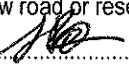
PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Registered:  1.8.2017 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only <div style="text-align: center; font-size: 2em; font-weight: bold;">DP271103</div> (DOC.A)
PLAN OF SUBDIVISION OF LOT 1810 IN DP 1230810	LGA: SHELLHARBOUR Locality: SHELL COVE Parish: TERRAGONG County: CAMDEN
Crown Lands NSW/Western Lands Office Approval I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: ..... Date: ..... File Number: ..... Office: .....	Survey Certificate I, <b>BRUCE ERNEST SMITH</b> of <b> CRAVEN, ELLISTON &amp; HAYES (DAPTO) PTY LTD</b> ABN 81 056 544 604 a surveyor registered under the <i>Surveying and Spatial Information Act</i> 2002, 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 28 <sup>th</sup> April 2017. *(b) The part of the land shown in the plan <del>*being/*excluding</del> ^..... ..... <del>was surveyed in accordance with the <i>Surveying and Spatial</i>  <i>Information Regulation 2012</i>, is accurate and the survey was                  completed on..... the part not surveyed was compiled                  in accordance with that Regulation.</del> *(c) The land shown in this plan was compiled in accordance with the <del><i>Surveying and Spatial Information Regulation 2012</i>.</del> Signature:  Dated: 3/05/2017 Surveyor ID: 1994 Datum Line: SSM 137571 – SSM 137577 Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. *Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Subdivision Certificate I, <b>Luke Preston</b> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and</i> <i>Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: ..... Consent Authority: SHELLHARBOUR CITY COUNCIL..... Date of endorsement: <b>29/06/2017</b> Subdivision Certificate number: <b>SC0048/2017</b> File number: ..... *Strike through if inapplicable.	Plans used in the preparation of survey/compilation. DP 1196559 DP 1230810 DP 1175512 DP 1186617 DP 1170339 DP 1211549 DP 1211298 If space is insufficient continue on PLAN FORM 6A Surveyor's Reference: D215160-CT
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: D215160-CT


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:  1.8.2017 Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 1810  
IN DP 1230810

DP271103

(DOC.A)

Subdivision Certificate number: SC0048/2017  
Date of Endorsement: 29/06/2017

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

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

1. EASEMENT FOR REPAIRS AND ACCESS 1.0 WIDE (E1)
2. EASEMENT FOR DRAINAGE OF WATER 1.35 WIDE (E3)
3. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (E4)
4. EASEMENT FOR SERVICES VARIABLE WIDTH (E5)
5. POSITIVE COVENANT

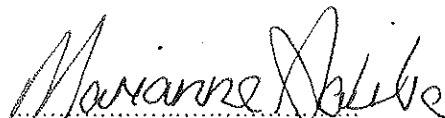
ADDRESSES ARE UNKNOWN AT THIS TIME

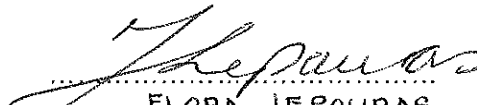
THE COMMON SEAL of



THE COUNCIL OF THE CITY  
OF SHELLHARBOUR

was affixed on 6 July 2017 pursuant  
to a resolution made on 28<sup>th</sup> April 2015

  
MARIANNE SALIBA  
Mayor

  
FLORA LEPOURAS  
General Manager / Public Officer

If space is insufficient use additional annexure sheet


Surveyor's Reference: D215160-CT

PLAN FORM 6D (2012)(Community annexure) WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:  1.8.2017 Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 1810 IN DP 1230810	<p style="text-align: center; font-size: 2em;"><b>DP271103</b></p> <p style="text-align: right;">(DOC.A)</p>
Subdivision Certificate number: <u>SC 0048/2017</u> Date of endorsement: <u>29/06/2017</u>	Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A
Name of Development (Optional)	Address for Service of Notices Frasers Property Australia P.O. Box 3307 RHODES NSW 2138
<p><b>WARNING STATEMENT (Approved Form 7)</b></p> <p>This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 <i>Community Land Development Act 1989</i>. Any changes will be recorded in a replacement schedule.</p>	<p><b>VALUER'S CERTIFICATE (Approved Form 9)</b></p> <p>I, <u>ANTHONY ST. WOOD</u>                  of <u>SYDNEY</u>                  being a qualified valuer, as defined in the <i>Community Land Development Act 1989</i>, certify that;</p> <p>*(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on <u>19/05/2017</u>.</p> <p><del>*(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on ^..... being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.</del></p> <p>Signature: <u>[Signature]</u> Dated: <u>15/06/2017</u></p> <p><small>* Strike through if inapplicable                  ^ Insert date of valuation</small></p>
<p><b>UPDATE NOTE (Approved Form 8)</b></p> <p>This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^.....</p> <p><small>* Strike through if inapplicable                  ^ Insert registration date of previous schedule</small></p>	<p style="text-align: center;"><b>INITIAL SCHEDULE OF UNIT ENTITLEMENTS</b></p> <p style="text-align: center;">SEE SHEET 4</p> <p style="text-align: center; font-size: 0.8em;">If space is insufficient use annexure sheet -Plan Form 6A</p>
Surveyor's Reference: D215160-CT	


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 4 of 4 sheet(s)

Registered:  1.8.2017  
 Office Use Only

Office Use Only  
**DP271103**  
 (DOC.A)

**PLAN OF SUBDIVISION OF LOT 1810  
 IN DP 1230810**

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

Subdivision Certificate number: SC0048/2017  
 Date of Endorsement: 29/06/2017

**INITIAL SCHEDULE OF UNIT ENTITLEMENTS**

LOT	ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	52	
3	56	
4	53	
5	54	
6	65	
7	62	
8	54	
9	53	
10	56	
11	55	
12	52	
13	53	
14	60	
15	65	
16	53	
17	52	
18	54	
19	51	
<b>TOTAL</b>	<b>1000</b>	

If space is insufficient use additional annexure sheet

Surveyor's Reference: D215160-CT



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

MAJOR  
GENERAL  
MANAGER

PLAN APPROVED: Crown Lands Office Approval

Authorised Officer: \_\_\_\_\_

Land District: \_\_\_\_\_

Paper No: \_\_\_\_\_

Field Book: \_\_\_\_\_

Pages: \_\_\_\_\_

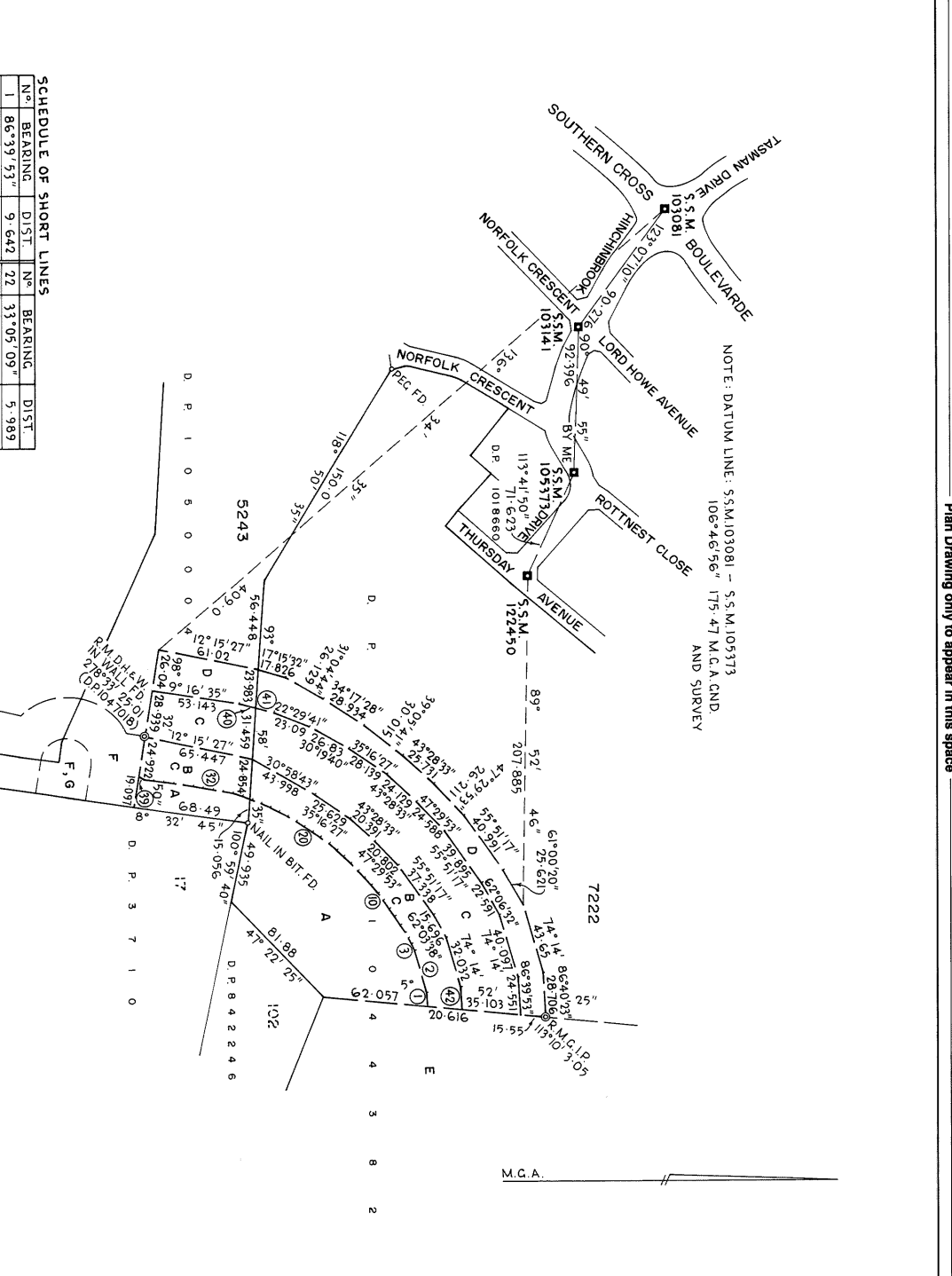
Subdivision Certificate No.: \_\_\_\_\_

When the plan is to be lodged electronically in the Land Titles Office it should include a signature in an electronic or original form approved by the Registrar-General.

\*Delete whichever is inapplicable

**SCHEDULE OF SHORT LINES**

N <sup>o</sup>	BEARING	DIST	N <sup>o</sup>	BEARING	DIST
1	86°39'53"	9.642	22	33°05'09"	5.989
2	74°14'00"	27.295	23	28°28'57"	6.011
3	69°19'51"	4.639	24	28°35'43"	5.990
4	61°01'58"	3.936	25	23°08'32"	5.826
5	61°01'53"	3.948	26	23°13'24"	6.002
6	55°10'00"	6.012	27	21°07'56"	1.718
7	57°39'08"	5.988	28	21°07'56"	4.240
8	56°19'18"	5.989	29	19°33'04"	6.016
9	56°41'06"	5.992	30	10°46'52"	6.046
10	57°24'43"	5.991	31	10°19'46"	6.012
11	50°51'30"	5.995	32	10°44'01"	5.988
12	47°54'28"	6.026	33	10°22'30"	5.989
13	46°51'57"	5.998	34	10°16'28"	5.999
14	47°39'22"	5.997	35	9°07'16"	6.005
15	44°39'58"	5.989	36	8°00'14"	6.013
16	42°48'26"	6.011	37	7°55'03"	5.973
17	42°46'09"	6.016	38	7°40'40"	6.009
18	35°46'49"	6.016	39	28°07'19"	3.426
19	35°03'25"	5.998	40	15°16'11"	9.731
20	35°22'14"	5.998	41	15°16'11"	11.613
21	34°46'58"	6.002	42	86°39'53"	15.158



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

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S5M 103081	303 421.5886	6 170 058.986	5G	C	4
S5M 103141	303 497.200	6 170 009.660	5G	C	4
S5M 105373	303 589.592	6 170 008.320	5G	C	4

COMBINED SCALE FACTOR: 1:100007

- (1) A RESTRICTION ON THE USE OF LAND  
 (2) B RESTRICTION ON THE USE OF LAND  
 (3) C RESTRICTION ON THE USE OF LAND  
 (4) D RESTRICTION ON THE USE OF LAND  
 (5) E RESTRICTION ON THE USE OF LAND (D.P.1043920)  
 (6) F RESTRICTION ON THE USE OF LAND (D.P.1047018)  
 (7) G RESTRICTION ON THE USE OF LAND (D.P.1047018)
- NOTE: LOTS 5243 AND 7222 ARE AFFECTED BY:  
 RIGHT OF CARRIAGEWAY VARIABLE WIDTH (D.P.267330)

Registered: 21.10.2003

Title System: TORRENS

Purpose: EASEMENT

Rel. Map: W8270-8

Last Plan: DP1044382

DP1050004

PLAN OF RESTRICTIONS ON THE USE OF LAND WITHIN LOT 5243 IN DP1050004 AND LOT 7222 IN DP1044382

Lengths are in metres. Reduction Ratio 1:2000

L.G.A.: SHELLHARBOUR

Locality: SHELL COVE

Parish: TERRAONG

County: CAMDEN

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

Surveying (freehold) Regulation 2001

1. MATTHEW BRUCE SMITH  
 of CRAMEN ELLISTON BAY SERVICES (PART) LTD.  
 a surveyor registered under the Surveying Act 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Act 2002 and the Surveying (freehold) Regulation 2001.

The survey relates to RESTRICTION ON THE USE OF LAND.

(Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature: \_\_\_\_\_ Date: 1.10.2003

Surveyor registered under the Surveying Act 2002  
 Datum: Line S5M 103081 - Type: Monumental  
 S5M 105373

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

ABN: 81 086 544 604

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

PURSUANT TO SECTION 8AB OF THE CONVEYANCING ACT 1919 AS AMENDED, IT IS INTENDED TO CREATE:  
 1. RESTRICTION ON THE USE OF LAND  
 2. RESTRICTION ON THE USE OF LAND  
 3. RESTRICTION ON THE USE OF LAND  
 4. RESTRICTION ON THE USE OF LAND



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

*[Signature]*  
MAYOR

*[Signature]*  
GENERAL MANAGER

SIGNATURES AND SEALS ONLY

**SCHEDULE OF SHORT LINES**

No	DIST.	No	DIST.
87	A. 9.065	118	A. 9.065
88	B. 18.75	119	A. 4.756
89	19.0	120	3.537
90	14.295	121	6.414
91	7.61	122	3.536
92	7.0	123	10.715
93	7.0	124	A.10.244
94	4.7.8	125	A. 4.468
95	A21.455	126	12.593
96	6.485	127	3.536
97	30.02	128	6.414
98	19.925	129	3.534
99	17.0	130	A. 6.608
100	6.0	131	A.10.928
101	A.7.893	132	6.608
102	8.969	133	3.535
103	5.013	134	6.414
104	A. 9.816	135	2.004
105	A. 6.372	136	8.456
106	3.534	137	1.724
107	6.414	138	5.3
108	3.536	139	5.3
109	17.286	140	A. 1.644
110	A.7.951	141	A. 2.947
111	A. 3.467	142	A. 9.175
112	A. 2.608	143	8.965
113	6.615	144	A.11.534
114	3.536	145	A. 6.349
115	6.414	146	A.35.171
116	3.537	147	11.797
117	A. 4.756	148	9.242
		149	2.275
		186	A. 3.738
		187	6.361
		188	A. 7.241

(N) LAND EXCLUDES MINERALS - SEE SPEC 17 AND 18 RESTRICTION ON THE USE OF LANDS -DP108420

(Z) RESERVATIONS & CONDITIONS IN THE CROWN GRANT DRAINAGE OF WATER 1.5W -DP988187

(M) BENEFITED BY EASEMENT FOR DRAINAGE OF WATER 1.5W -DP988187

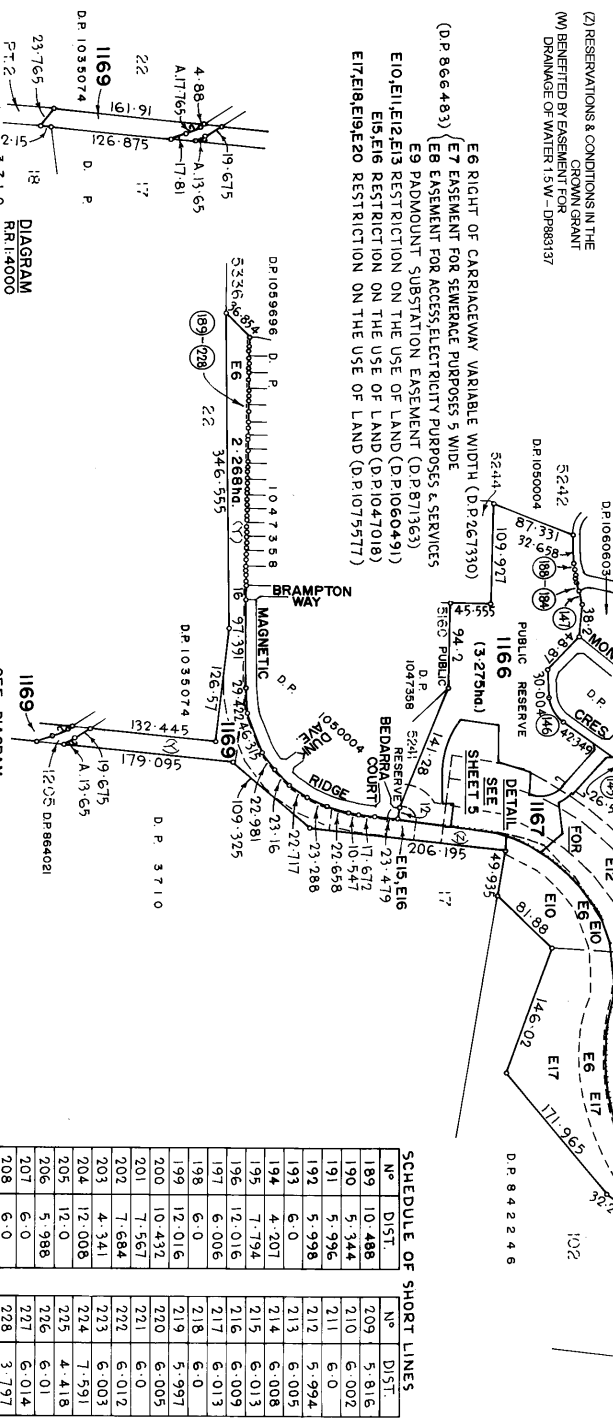
(D.P. 866.43) (E7 EASEMENT FOR SEWERAGE PURPOSES 5 WIDE  
(E8 EASEMENT FOR ACCESS/ELECTRICITY PURPOSES & SERVICES  
(E9 PADMOUNT SUBSTITUTION EASEMENT (D.P. 871363)  
E10,E11,E12,E13 RESTRICTION ON THE USE OF LAND (D.P.1047018)  
E15,E16 RESTRICTION ON THE USE OF LAND (D.P.1079577)  
E17,E18,E19,E20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

Department of Lands Approval  
I, *[Signature]*, in approving this plan certify that (Authorised Officer) the necessary approvals in regard to the allocation of the land shown hereon have been given.

Date: 19/05/05  
Signature: *[Signature]*  
File Number: 1169  
Office: Shellharbour

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

Authorised Person/Officer: *[Signature]*  
Consent Authority: SHELLHARBOUR CITY COUNCIL  
Date of endorsement: 20/05/05  
Accreditation no.: 20/05/05  
Subdivision Certificate no.: 458/02  
File no.: Z.458/02  
I declare whether it is applicable

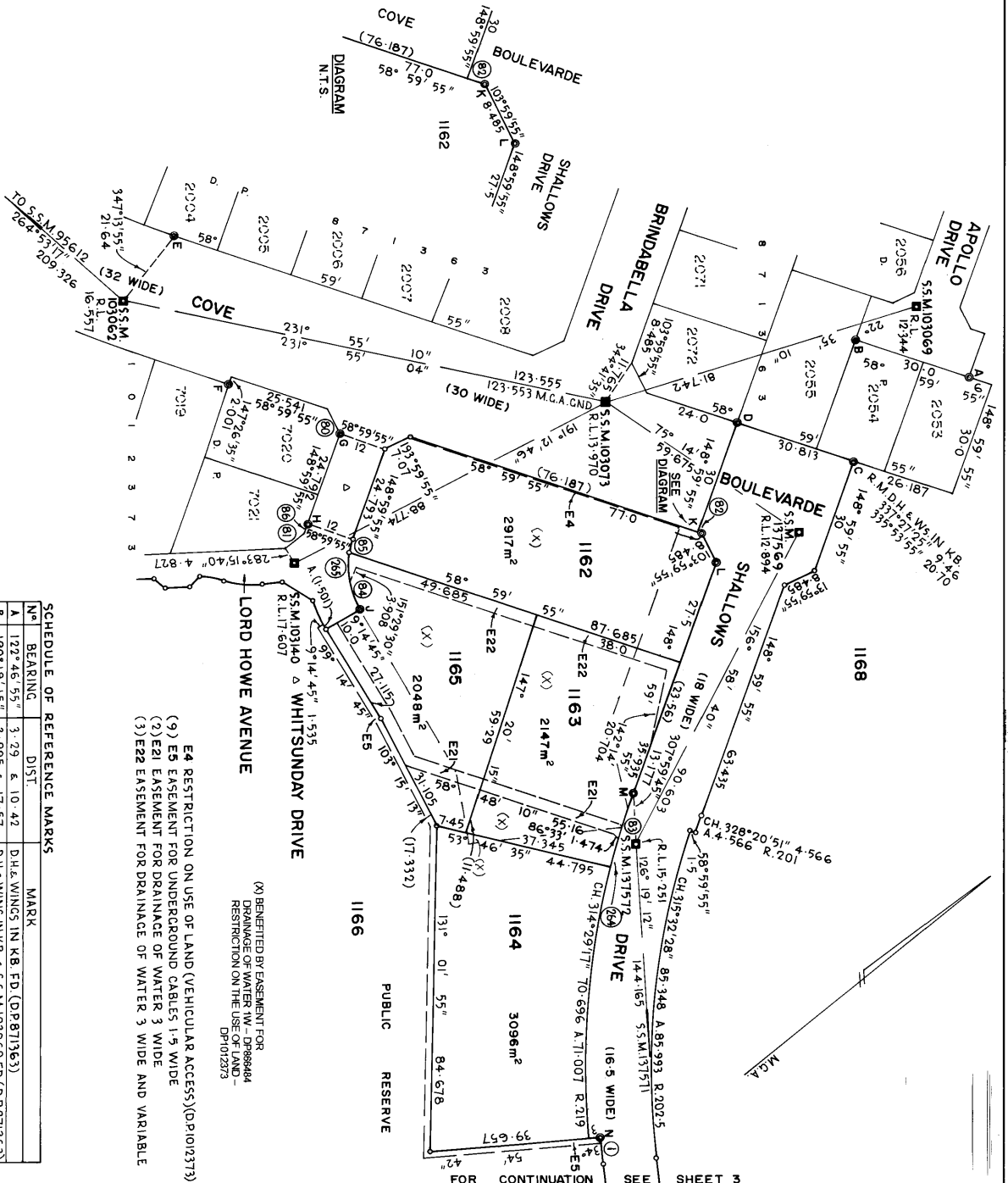


**SCHEDULE OF CURVED LINES FOR SHEET 3**

No	BEARING	DIST.	ARC	RAD
1	304°17'22"	6.891	6.891	216
2	307°24'39"	8.165	8.165	242.5
3	294°14'17"	16.949	16.952	242.5
4	302°20'12"	9.336	9.337	257.5
5	294°55'33"	13.246	13.247	257.5
6	292°50'38"	5.468	5.468	257.5
7	277°07'07"	25.747	25.748	132.5
8	13°21'10"	4.931	4.934	42
9	349°24'28"	29.927	30.171	708
10	54°48'38"	9.012	9.013	208
11	333°12'12"	8.239	8.248	54
12	345°40'59"	5.225	5.276	54
13	359°45'50"	11.246	11.266	54
14	11°13'46"	10.333	10.346	54
15	6°08'42"	8.745	8.746	120
16	12°37'36"	18.385	18.403	120
17	20°36'04"	14.999	15.0	120
18	25°11'55"	4.258	4.258	120
19	25°14'40"	4.472	4.472	132
20	21°01'07"	14.992	15.0	132
21	14°37'42"	14.437	14.444	132
22	8°43'17"	14.992	15.0	132
23	4°31'12"	2.133	2.133	132
24	19°26'43"	6.107	6.108	81.5
25	194°05'26"	9.112	9.125	81.5
26	22°07'46"	17.162	17.273	44
27	22°07'46"	21.843	21.984	56
28	196°14'16"	12.971	12.99	69.5
29	341°53'10"	6.708	6.722	30
30	161°53'10"	6.708	6.722	30
31	283°57'37"	10.583	10.593	69
32	275°42'27"	9.998	10.007	69
33	210°03'44"	7.605	7.606	183
34	266°07'00"	17.592	17.598	183
35	260°36'02"	17.632	17.639	183
36	255°04'00"	17.705	17.711	183
37	249°31'46"	17.652	17.658	183
38	244°01'11"	17.531	17.538	183
39	236°14'54"	19.32	19.329	183
40	235°31'48"	13.344	13.346	195
41	240°04'35"	17.594	17.6	195
42	245°23'40"	18.593	18.6	195
43	250°50'42"	18.493	18.5	195
44	256°05'09"	17.166	17.173	195
45	261°07'54"	17.166	17.172	195
46	266°10'38"	17.166	17.172	195
47	268°58'35"	8.688	8.689	195
48	274°15'12"	8.479	8.483	81
49	282°48'22"	15.674	15.699	81

**SCHEDULE OF SHORT AND CURVED LINES**

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



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

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

**SCHEDULE OF REFERENCE MARKS**

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

(9) E5 EASEMENT FOR UNDERGROUND CABLES 1.5 WIDE  
 (2) E1 EASEMENT FOR DRAINAGE OF WATER 3 WIDE  
 (3) E2 EASEMENT FOR DRAINAGE OF WATER 3 WIDE AND VARIABLE

(X) BENEFITED BY EASEMENT FOR DRAINAGE OF WATER 1W - DP86844  
 RESTRICTION ON THE USE OF LAND - DP1012373

Registered DP1076113

Registered 20.5.2005

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

Surveyor registered under Surveyors Act 2002

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

IT IS INTENDED THAT SHALLOWS DRIVE, MYSTICS DRIVE, SALT WATER AVENUE, MAKAHA WAY AND COVE BOULEVARDE BE DEDICATED TO THE PUBLIC AS ROAD

IT IS INTENDED THAT LOT 1166 BE CREATED AS PUBLIC RESERVE

Production Ratio: 1:800

SURVEYORS REFERENCE: D203258/10A1







- (17) E17 RESTRICTION ON THE USE OF LAND (D.P.1075577)
- (18) RESTRICTION ON THE USE OF LAND (D.P.1075577)
- (19) RESTRICTION ON THE USE OF LAND (D.P.1075577)
- (20) E20 RESTRICTION ON THE USE OF LAND (D.P.1075577)
- (21) E21 RESTRICTION ON THE USE OF LAND (D.P.1075577)
- (22) E22 RESTRICTION ON THE USE OF LAND (A.P.Z)
- (23) E23 RESTRICTION ON THE USE OF LAND (A.P.Z)
- (24) E24 RESTRICTION ON THE USE OF LAND (A.P.Z)
- (25) E25 RESTRICTION ON THE USE OF LAND (A.P.Z)

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

Plan Drawing only to appear in this space

**BOUNDARY IS NORTH FACE OF WALL**

N <sup>o</sup>	BEARING	DIST
75	100°24'05"	9.905
76	103°19'00"	6.01
77	107°59'00"	5.96
78	103°35'55"	4.455
79	103°35'55"	1.515
148	99°16'50"	17.97
149	96°06'35"	3.22
150	96°06'35"	3.22
151	92°40'15"	6.01
152	93°15'30"	5.985
153	92°17'50"	8.75
154	92°17'50"	8.75
155	89°20'20"	5.98
156	88°19'15"	5.155
157	88°19'15"	0.845
158	88°47'40"	6.0
159	86°43'30"	5.99
160	85°47'45"	5.94
161	84°38'05"	0.8
162	84°38'05"	11.23
163	81°29'15"	5.963
164	76°57'20"	2.78
165	76°57'20"	3.24
166	77°37'55"	11.995
167	72°16'15"	4.718
168	72°16'15"	1.302
169	68°24'00"	11.985
170	68°53'30"	5.995
171	68°19'20"	3.698
172	68°19'20"	8.292
173	68°30'15"	11.955
174	61°35'05"	0.955
175	61°35'05"	5.58
176	58°14'35"	12.98
177	57°24'35"	1.593
178	57°24'35"	4.885
179	54°20'45"	6.495
180	54°28'55"	7.56
181	54°07'50"	5.425
182	54°07'50"	6.485
183	52°26'05"	5.93

**SCHEDULE OF REFERENCE MARKS FOR SHEET 3**

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

**SCHEDULE OF SHORT LINES FOR SHEET 3**

N <sup>o</sup>	BEARING	DIST
75	100°24'05"	9.905
76	103°19'00"	6.01
77	107°59'00"	5.96
78	103°35'55"	4.455
79	103°35'55"	1.515
148	99°16'50"	17.97
149	96°06'35"	3.22
150	96°06'35"	3.22
151	92°40'15"	6.01
152	93°15'30"	5.985
153	92°17'50"	8.75
154	92°17'50"	8.75
155	89°20'20"	5.98
156	88°19'15"	5.155
157	88°19'15"	0.845
158	88°47'40"	6.0
159	86°43'30"	5.99
160	85°47'45"	5.94
161	84°38'05"	0.8
162	84°38'05"	11.23
163	81°29'15"	5.963
164	76°57'20"	2.78
165	76°57'20"	3.24
166	77°37'55"	11.995
167	72°16'15"	4.718
168	72°16'15"	1.302
169	68°24'00"	11.985
170	68°53'30"	5.995
171	68°19'20"	3.698
172	68°19'20"	8.292
173	68°30'15"	11.955
174	61°35'05"	0.955
175	61°35'05"	5.58
176	58°14'35"	12.98
177	57°24'35"	1.593
178	57°24'35"	4.885
179	54°20'45"	6.495
180	54°28'55"	7.56
181	54°07'50"	5.425
182	54°07'50"	6.485
183	52°26'05"	5.93

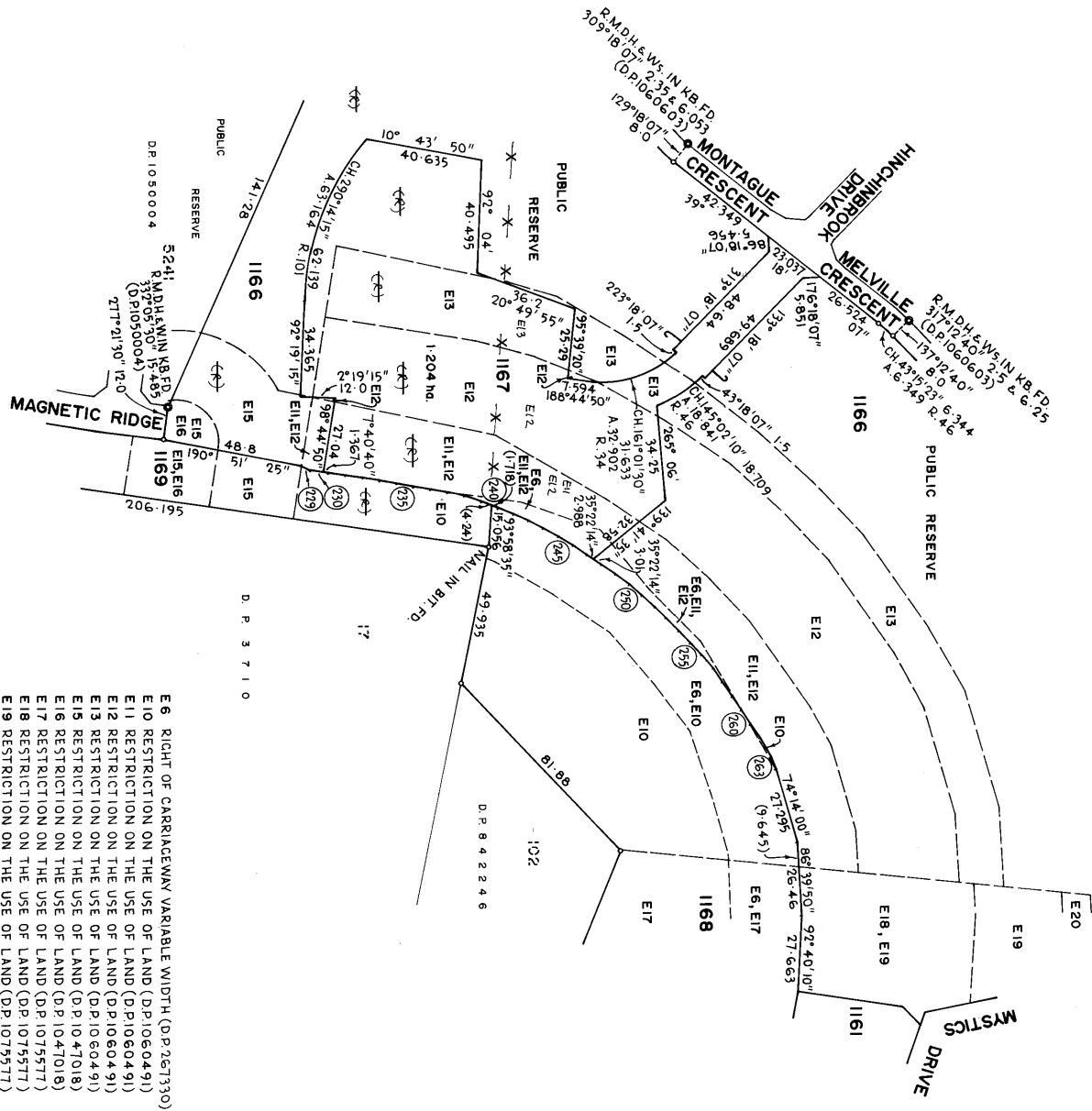
**L DP1076113**  
 Registered: 8 20 5 2005  
 This is sheet 4 of my plan in 5 sheets  
 date 6 DEC 2004

*A. E. Smith*  
 Surveyor registered under Surveying Act 2002

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

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

Reduction Ratio: 800  
 SURVEYOR'S REFERENCE: D203288/10A1



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

(---) RESTRICTION ON THE USE OF LAND (DP 1075577)

BOUNDARY IS NORTH WEST FACE OF WALL

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

M. C. A.

DP1076113

Registered 120.5.2005

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

*A. J. Bennett*

Surveyor registered under Surveying Act, 2002

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

*A. J. Bennett*

20/1/05

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

Production Rate 1:1200

# DP271103



Electronic signature of me, Anita Dalag, or at my direction, on 01/02/22  
at 1:50 PM  
Property & Stock Agent Act 2002 Licence No 867112

## ROSEDALE LANE

REPLACEMENT MANAGEMENT STATEMENT - SEE AR871539



91 Crown Street, Wollongong NSW 2500  
PO Box 882, Wollongong 2520  
DX 27848 Wollongong Court  
Telephone: (02) 4254 5222  
Facsimile: (02) 4254 5221  
Ref. Comm:150802

TERMS OF INSTRUMENT NOT CHECKED  
IN LAND AND PROPERTY INFORMATION

REGISTERED



1.8.2017

PAGE 1 OF 35

# DP271103

## Approved Form 28

### COMMUNITY LAND DEVELOPMENT ACT

### COMMUNITY MANAGEMENT STATEMENT

The terms of this management statement are binding on the community association, each subsidiary body within the community scheme and each person who is a proprietor, lessee, occupier or mortgagee in possession of a community development lot, precinct development lot, neighbourhood lot or strata lot within the community scheme.

#### 1. What and why?

A community management statement is a set of by-laws and plans that regulate the management and operation of a community scheme and it tells a Community Association, owners and occupiers what they must and must not do. It is an essential document for everyone who lives in a community scheme.

#### 2. How it works

Rosedale Lane is a community scheme. It is governed by a Community Association, the members of the association being the owners of Lots in the community scheme. As development Lots are subdivided and transferred by the Developer the number of Lot owners increases. Each owner of a Lot as a member of the Community Association is subject to the control of the Community Association.

Lot 1 is Community Property and Lots 2 to 18 (inclusive) are individual house Lots in Rosedale Lane.

#### 3. Who must comply?

The Community Association and you must comply with this management statement.

Subject to this by-law the Community Association may amend or revoke all other by-laws in this management statement by special resolution

# DP271103

## PART1

### BY-LAWS FIXING DETAILS OF DEVELOPMENT

These by-laws relate to the control and preservation of the essence or theme of the community scheme and as such may only be amended or revoked by a unanimous resolution of the community association (see section 17(2) *Community Land Management Act 1989*).

#### 4. Changing the name

The Community Association may change the name of Rosedale Lane only by unanimous resolution and with the consent of the Developer.

#### 5. Building and landscape works.

##### 5.1 *Consent*

The owners and occupiers of Lots must have consent from the Community Association to:

- (a) build a new structure; or
- (b) change the external appearance of an existing structure; or
- (c) carry out new landscaping or change existing landscaping except to a minor extent.

The owners and occupiers of Lots must have written consent from the Council prior to carrying out works on any public footway or roadway.

##### 5.2 *Developer may act*

The Developer does not need consent from the Community Association to do the things listed in by-law 5.1.

##### 5.3 *Application*

You must make a written application to the Community Association for consent under this by-law 5. The application must:

- (a) include enough information to give the Community Association a clear understanding of what is proposed; and
- (b) include plans and specifications according to this by-law.

##### 5.4 *Structure details*

Plans and specifications for new structures and changing the external appearance of existing structures must:

- (a) show the design, height, width, colour, size, materials and location of the proposed works; and
- (b) show the location of the proposed works and how they relate to the surrounding area; and

# DP271103

- (c) include a landscaping proposal.

## 5.5 *Landscape details*

Plans and specifications for new landscaping or changes to existing landscaping must

- (a) show the design, types of plants, shape, colour, height, quantity and location of the proposed works; and
- (b) show the location of the proposed works and how they relate to the surrounding area; and
- (c) show the nature and type of proposed landscaping materials; and
- (d) explain how the applicant will deal with existing plants.

## 5.6 *Further information*

The Community Association may ask an applicant for more information about his or her application. The applicant must supply the information in a reasonable time.

## 5.7 *Refusal*

The Community Association may refuse an application if the applicant does not supply further information in a reasonable time.

## 5.8 *Decision criteria*

For applications under this by-law, the Community Association must consider the information in the application and:

- (a) the suitability and quality of the proposed works; and
- {b}\* the harmony of the proposed works and existing structures and landscaping; and
- (c) this management statement; and
- (d) the Rules.

## 5.9 *Quality and harmony*

The Community Association must refuse an application under this by-law if the proposed works:

- (a) are not of at least the same quality as existing structures and landscaping; and
- (b) will not be in harmony with existing structures and landscaping.

## 5.10 *May be conditional*

The Community Association may make conditions if it gives consent under this by-law. The applicant must comply with the conditions.

# DP271103

## 5.11 *Obligations of the Community Association*

The Community Association must:

- (a) make a decision about an application within one month after receiving the application (unless the Community Association and the applicant agree otherwise);
- (b) immediately advise the applicant in writing of its decision and any conditions that apply to its decision; and
- (c) if requested, promptly provide you with a copy of the Development Consent.

## 5.12 *Development Control Plan*

Despite any other provisions to the contrary in this by-law, you do not need consent from the Community Association to carry out and works that are permitted under Shellharbour Development Control Plan 2013 (as varied from time to time) ("DCP"). If you do carry out any such works, you must:

- (a) comply with all relevant requirements in the DCP; and
- (b) if required, obtain consent for the works from the relevant Government Agencies.

## 6. **Building and landscaping work**

### 6.1 *Consent process before work is done*

Before you do building works or landscaping works which are other than minor under this Part 1, you must obtain the necessary consents from the Community Association and Government Agencies.

### 6.2 *Government Agencies*

You may apply for consent from Government Agencies only after the Community Association has consented to your proposal.

### 6.3 *The work*

When you do building or landscaping works under this Part 1, you must:

- (a) comply with this management statement; and
- (b) comply with the law; and
- (c) comply with the Development Consent; and
- (d) use qualified, reputable and, where appropriate, licensed contractors; and
- (e) effect suitable insurances; and
- (f) do the work in a proper manner and to the reasonable satisfaction of the Community Association; and
- (g) immediately repair any damage you or persons doing the work on your behalf cause to Community Property or the property of an owner or occupier.

# DP271103

## 6.4 *The Services*

When you do building or landscaping works under this Part 1, you must not damage or interrupt Services unless you have consent from the owner of the Service.

## 7. **Past decisions**

The Community Association may review applications under this Part 1 and may give or refuse consent in its absolute discretion. The Community Association is not bound by its past decisions.

## 8. **Landscaping**

### 8.1 *Who must maintain?*

Subject to by-laws 5 and 6, you must maintain (at your cost) all landscaping within your Lot.

The Community Association must maintain landscaping within Community Property.

### 8.2 *Agreements with a Landscaper*

In addition to its powers under the Act, the Community Association has the power through itself to enter into agreements with a Landscaper to inspect and maintain landscaping within Community Property.

## PART 2

### RESTRICTED COMMUNITY PROPERTY

These by-laws may only be amended after the expiry of the initial period by a special resolution and with the written consent of each person entitled by the by-law to use the restricted community property (see section 54 *Community Land Management Act 1989*).

## 9. **The Rights of the Developer While it Builds Rosedale Lane**

### 9.1 *Restricted Property by-law*

This is a Restricted Property by-law. The Community Association may change or cancel it only by special resolution and with the written consent of the Developer (while the Developer owns a Lot). Initial period restrictions apply.

### 9.2 *What are the Restricted Use Rights?*

While the Developer builds Rosedale Lane the owner of each Lot (for which that owner is the Developer) has restricted use of Community Property and Service Lines owned by the Community Association.

### 9.3 *Developer*

Nothing in this management statement binds the Developer to the extent that it may prevent the Developer exercising its rights under this by-law even if the Developer is the owner or occupier of the Lot.



# DP271103

## 9.4 *Rights and Obligations of the Developer*

The Developer may:

- (a) build and develop (including subdivision) Rosedale Lane or parts of Rosedale Lane in stages; and
- (b) carry out building and development work in its discretion; and
- (c) carry out demolition work, building and associated work in Rosedale Lane; and
- (d) carry out landscaping and associated work in Rosedale Lane; and
- (e) build, construct and otherwise provide additional facilities in Rosedale Lane in its discretion; and
- (f) use any part of Rosedale Lane to exercise its rights under this by-law; and
- (g) subdivide or amalgamate the land in Rosedale Lane; and
- (h) have unrestricted access to Community Property; and
- (i) park motor vehicles and equipment on Community Property; and
- (j) place on or attach to Community Property temporary structures, building materials, cranes and other equipment; and
- (k) install and connect services on Community Property and connect Services in Lots to Service Lines; and
- (l) conduct Development Activities on Community Property; and
- (m) store building materials and equipment on Community Property; and
- (n) lock or secure part of Community Property. The Developer must give the Secretary of the Community Association a key for the locked or secured area; and
- (o) gain access to the relevant restricted use areas at any time and by any way; and
- (p) carry out other works which the Developer considers reasonably necessary or desirable in order to build and develop Rosedale Lane and carry out the rights and objectives contemplated by this by-law; and
- (q) contract or enter into arrangements with other parties (including without limitation Australand Holdings Limited and any of its associated entities) for the purposes of carrying out any of the matters referred to in this by-law 9.4 on its behalf.

## 9.5 *Further obligations of the Developer*

The Developer must:

- (a) repair any damage to Rosedale Lane caused by exercising the rights of the Developer under this by-law;

# DP271103

- (b) take all reasonable steps to minimise disturbance to owners and occupiers while exercising the rights of the Developer under this by-law; and
- (c) leave Rosedale Lane (or any part of it) clean and tidy after building and development work is finished; and
- (d) maintain Community Property which the Developer has the right to use; and
- (e) provide the Community Association with a copy of the Development Consent.

## 9.6 *Rights of access for the Developer*

The Developer may gain access to the restricted use areas through Community Property.

## 9.7 *Hours of work*

The Developer may carry out construction works:

- (a) during the hours of 7.00 a.m. and 5.00 p.m. on Mondays to Fridays; and
- (b) the hours of 8.00 a.m. to 1.00 p.m. on Saturdays; and
- (c) as otherwise permitted under the Development Consent or by Council.

## 9.8 *When the Developer may not carry out Works*

The Developer must not carry out construction works on:

- (a) Sundays; or
- (b) Public holidays.

## 9.9 *Marketing activities*

For the purpose of selling Lots or proposed Lots in Rosedale Lane, the Developer may do the following thing on Lots it owns or Community Property:

- (a) erect or place marketing and advertising signs; and
- (b) conduct real estate activities including, without limitation, sales, auctions and leasing.

## 9.10 *Sales display*

The Developer may use any Lot it owns as a sales display.

## 9.11 *No interference*

The Community Association, owners and occupiers must not interfere with or prevent the Developer exercising its rights under this by-law or under the Development Consent.

## 9.12 *Maintenance*

The Developer must maintain the Community Property for which the Developer has exclusive or restricted use rights under this by-law.

# DP271103

## 9.13 *Obligations of the Community Association*

Subject to the obligations imposed on the Developer under this by-law, the Community Association must maintain Community Property.

## 9.14 *Costs of maintaining the Community Property*

The Community Association must levy its members for the costs of maintaining the Community Property which is the subject of this by-law, unless that cost is payable by the Developer under this by-law.

## 9.15 *Ending this by-law*

The rights of the Developer under this by-law end when the Developer notifies the Community Association that the Developer has completed building and development work.

## PART 3

### MANDATORY MATTERS

#### 10. **Accessways**

##### 10.1 *Community Property*

There is an Open Accessway on Community Property set aside according to s.41 *Development Act*.

##### 10.2 *Accessway Plan*

The Accessway Plan in this management statement shows the location of the Open Accessway.

##### 10.3 *Using the Open Accessway*

Subject to this management statement, owners and occupiers may use the Open Accessway.

##### 10.4 *Rights and Obligations of the Community Association*

The Community Association must control, manage, operate, repair and maintain the Open Accessway.

##### 10.5 *Powers of the Community Association*

In addition to its powers under the Act, the Community Association has the power to:

- (a) impose a speed limit for the Open Accessway; and
- (b) install speed humps or other traffic control devices on the Open Accessway; and
- (c) put up traffic signs on the Open Accessway and Community Property.

# DP271103

## 10.6 *Conditions for Use*

When you use the Open Accessway in Rosedale Lane, you must not:

- (a) ride a skateboard; or
- (b) use rollerskates or rollerblades; or
- (c) play games.

## 10.7 *Motor Vehicles*

You must not drive a motor vehicle on the Open Accessway:

- (a) at more than any speed limit determined by the Community Association under this by-law (or as otherwise required by-law); and
- (b) unless the vehicle is registered; and
- (c) unless you have a licence to drive a vehicle on a public road; and
- (d) if the vehicle is too noisy or gives off too much exhaust or fumes.

## 11. What is Community Property

### 11.1 *Community Property at Rosedale Lane*

Community Property at Rosedale Lane includes without limitation:

- (a) an Open Accessway; and
- (b) Lighting; and
- (c) Services.

### 11.2 *Obligations of Community Association*

The Community Association must control, manage and maintain Community Property.

### 11.3 *Community Property Rules*

The Community Association may make Rules about using Community Property. You must comply with those Rules.

### 11.4 *Powers of the Community Association*

In addition to its powers under the Act, the Community Association has the power to make agreements with third parties (e.g. security personnel) to exercise its functions under this by-law.

### 11.5 *When do the by-laws apply?*

The by-laws that regulate Community Property under this Part 2 apply when the Developer hands back to the Community Association the item of Community Property regulated in by-law 9.

# DP271103

## 12. Damage to Community Property or Services

### 12.1 *What are your obligations?*

You must:

- (a) use Community Property only for its intended purposes; and
- (b) immediately notify the Community Association if you know about any damage to or a defect in Community Property; and
- (c) compensate the Community Association for any damage to Community Property caused by you or your visitors or persons doing work in Rosedale Lane on your behalf.

### 12.2 *When do you require consent?*

Subject to the by-laws in this management statement, you must have consent from the Community Association to:

- (a) interfere with or damage Community Property; or
- (b) you remove equipment or other articles from Community Property; or
- (c) use or adjust equipment in Community Property; or
- (d) use Community Property for your own garden.

### 12.3 *Damage to Community Property*

If you damage Community Property you must pay the Community Association the cost of repairing the damage.

### 12.4 *Services*

You must have consent from the Community Association to:

- (a) interfere with Services; and
- (b) obstruct access to, overload or damage Services.

### 12.5 *Obligation to notify*

You must immediately notify the Community Association if you know about damage to or a fault in a Service.

## 13. Fences

### 13.1 *Internal Fencing*

- (a) You must provide and pay for internal fencing according to the *Dividing Fences Act 1991 (NSW)*; and
- (b) unless it resolves to do so, the Community Association does not otherwise have to provide or pay for internal fencing.

# DP271103

## 14. Waste and recyclables

### 14.1 *Co/faction of garbage*

You must sort, store and make your garbage, waste materials and recyclable materials available for collection according to:

- (a) instructions from Council; and
- (b) instructions from the Community Association; and
- (c) this management statement.

### 14.2 *Council prevails*

Instructions by Council prevail to the extent of any inconsistency between them and instructions from the Community Association or this management statement.

### 14.3 *Restrictions*

You must not:

- (a) deposit garbage on Community Property; or
- (b) put anything in the Garbage Bin of another owner or occupier without their consent

### 14.4 *Your obligations*

You must:

- (a) keep your Garbage Bin in:
  - (i) the garage or rear yard of your Lot; or
  - (ii) any garbage receptacle area in your Lot allocated for the purpose of storing your Garbage Bin; and
- (b) ensure that your Garbage Bin cannot be seen from another Lot or Community Property; and
- (c) drain and securely wrap your garbage and drain tins and bottles before you put them in your Garbage Bin; and
- (d) ensure that your Garbage Bin is regularly cleaned; and
- (e) put your Garbage Bin out for collection by Council as follows:
  - (i) Lots 3-5 at the northern end of the Cowries Avenue access point;
  - (ii) Lots 2, 6-14 and 19 at the north-western Cowries Avenue access point;
  - (iii) Lots 15-18 along Shallows Drive at the southern access points

and not within Lot 1 unless Council directs you (or directs the Community Association to direct you) to put your Garbage Bin in a different area nominated by Council in which case you must comply with such a direction; and

# DP271103

- (f) put your Garbage Bin out for collection not more than 12 hours before the time Council normally collects garbage from Rosedale Larie; and
- (g) return your Garbage Bin to your Lot within 12 hours after Council collects your garbage; and
- (h) at your cost, arrange for your garbage which Council will not collect as part of its normal garbage collection to be properly disposed of.

## 15. Statutory Easements

### 15.1 *Statutory Easement*

On registration of this management statement, it is intended to create a statutory easement according to s.36 *Community Land Development Act 1989* in respect of the sewerage service lines. Sydney Water must maintain the sewerage service lines.

### 15.2 *Works as Executed Plan*

Service Lines are shown in the works as executed plan in this management statement.

### 15.3 *Registering Another Works as Executed Plan*

Service Lines may not have been installed in the position or positions shown on the Works as Executed Plan for Rosedale Lane. If this happens, owners must allow the Community Association to register another works as executed plan as an amendment to this management statement.

## 16. Your insurance obligations

### 16.1 *Community Association Insurances*

You must notify the Community Association if you use or change the use of your Lot in any way that might affect insurance premiums for Rosedale Lane.

### 16.2 *Consent*

You must have consent from the Community Association to do anything that might invalidate, suspend or increase a premium for Community Association insurance policies.

### 16.3 *Conditions*

If the Community Association gives you consent under this by-law it may make conditions that, without limitations, require you to reimburse the Community Association for increased premiums.

## 17. The Committee

### 17.1 *Officers of the Committee*

The officers of the Committee are the Secretary, Treasurer and Chairperson.

### 17.2 *Secretary*

The functions of the Secretary are to:

- (a) convene meetings of the Community Association and the Committee; and

# DP271103

- (b) prepare and distribute minutes of meetings of the Community Association and the Committee; and
- (c) give notices under the Act for the Community Association and the Committee; and
- (d) supply certificates about contributions, insurance and other matters under clause 2, schedule 4 of the Act; and
- (e) answer communications sent to the Community Association; and
- (f) perform administrative and secretarial functions for the Community Association and the Committee; and
- (g) keep records for the Community Association and the Committee according to this management statement and the Act.

## 17.3 *Treasurer*

The functions of the Treasurer are to:

- (a) send notices of contributions to members of the Community Association; and
- (b) collect contributions from members of the Community Association; and
- (c) receive, acknowledge, bank and account for contributions and other money paid to the Community Association; and
- (d) prepare certificates about contributions, insurance and other matters under clause 2 of Schedule 4 of the Act; and
- (e) keep accounting records for the Community Association according to the Act; and
- (f) prepare financial statements according to the Act.

## 17.4 *Chairperson*

The function of the Chairperson is to preside at meetings of the Community Association and the Committee at which they are present.

## 17.5 *Liability*

A member of the Committee is not liable for any loss or damage caused by his or her actions as a member of the Committee unless they acted fraudulently or negligently.

## 17.6 *Subcommittees*

The Committee may appoint subcommittees to investigate and report on issues relating to the management and operation of Rosedale Lane.

## 17.7 *Investigations*

The subcommittee may conduct investigations for the Committee.



# DP271103

## 18. Committee

### 18.1 Meetings

Meetings of the Committee must be convened:

- (a) by the Secretary of the Community Association if they are asked to convene a meeting by one-third of the members of the Committee; or
- (b) by another member of the Committee if, in the absence of the secretary, one-third of the members of the Committee ask them to convene a meeting.

### 18.2 Obligation to Convene Meetings

The Secretary or the other member of the Committee must convene the meeting:

- (a) within the time specified in the notice asking for the meeting; or
- (b) if the notice does not specify a time, within 14 days of being asked.

### 18.3 Conducting Meetings

Subject to this management statement and the Act, the Committee may meet to conduct business, adjourn and otherwise regulate meetings as it thinks fit.

### 18.4 Attendance at Meetings

You or, if you are a corporation, your company nominee may attend meetings of the Committee. You or your company nominee may address the meeting only if the Committee agrees.

## 19. Notices

### 19.1 Giving the Notice

The Secretary or the member of the Committee who convenes a meeting of the Committee must give:

- (a) each member of the Committee; and
- (b) each member of the Community Association,

at least 48 hours notice of the meeting.

The notice must include:

- (c) the time, date and venue of the meeting; and
- (d) the agenda for the meeting.

### 19.2 Notice Method

Notices under this by-law must be given:

- (a) by facsimile; or
- (b) by email; or

# DP271103

- (c) personally to the member of the Committee or the member of the Community Association; or
- (d) by post or hand delivery to the address shown for the member of the Committee or the member of the Community Association shown in the roll of the Community Association.

## 19.3 *Agenda*

The agenda for a meeting of the Committee must include details of all the business the Committee will deal with at the meeting. The Committee cannot deal with business that is not on the agenda for the meeting.

## 20. **Decisions made in Writing**

The Committee may vote on motions in writing if:

- (a) notice of the meeting and an agenda have been given according to by-law 19;
- (b) the Secretary of the Committee (or the member of the Committee who convenes the meeting) has given each member of the Committee a voting paper; and
- (c) a majority of the members of the Committee approve the motion(s) in writing and return their voting paper to the secretary of the Committee (or the member of the Committee who convenes the meeting) before the meeting commences.

## 21. **Minutes**

### 21.1 *Copy of Minutes*

The secretary or the member of the Committee who convenes a meeting of the Committee (including meetings held in writing) must give a copy of the minutes of the meeting to:

- (a) each member of the Committee; and
- (b) each member of the Community Association,

within fourteen (14) days after the meeting.

### 21.2 *How are Minutes to be Given?*

Minutes must be given:

- (a) by facsimile; or
- (b) by email; or
- (c) personally to the member of the Committee or the member of the Community Association; or
- (d) by post or hand delivery to the address shown for the member of the Committee or the member of the Community Association shown in the roll of the Community Association.

# DP271103

## 22. Keeping records

The Committee must keep copies of agendas and minutes of its meetings (including meetings held in writing):

- (a) with the records of the Community Association;

for seven years from the date of the meeting (or for the period the Act requires the Community Association to keep its meeting records).

## PART 4

### OPTIONAL MATTERS

## 23. Pets

### 23.1 *What animals may you keep?*

You may keep:

- (a) fish in an indoor aquarium in your Lot;
- (b) canaries, budgerigars or similar birds kept indoors between 9.00pm and 7.00am;
- (c) (subject to you complying with this by-law 23):
  - (i) one small cat and one small dog; or
  - (ii) one or two small cats; or
  - (iii) one or two small dogs;

in your Lot; and

- (d) a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs a dog or other animal because of a visual disability, a hearing disability or any other disability if you need the dog because you are visually or hearing impaired,

without first obtaining the consent of the Community Association.

### 23.2 *When will you need consent?*

You must have consent from the Community Association to keep any other types or numbers of animals in Rosedale Lane.

### 23.3 *Owner's obligation*

In addition to an occupier complying with this by-law 23, each owner must ensure that an occupier of their Lot complies with this by-law 23.

### 23.4 *Restrictions on keeping animals*

You must:

# DP271103

- {a) ensure your dog is kept indoors within your Lot at night and otherwise within a fenced compound on your Lot or on a lead;
- {b) ensure your cat is kept indoors within your Lot at night.

In addition to this management statement you must comply with the Development Consent, easements and all laws and requirements of Government Agencies regarding the keeping of animals.

## 23.5 *When will the Community Association refuse consent?*

The Community Association will not give you consent to keep:

- (a) a dog that is vicious, aggressive, noisy or difficult to control; or
- (b) a dog that is not registered under the *Companion Animals Act 1998 (NSW)*; or
- (c) a dangerous dog classified as such under the *Companion Animals Act 1998 (NSW)*.

## 23.6 *Controlling your animal*

You must ensure that any animal you keep under this by-law does not wander onto another Lot or Community Property. If it is necessary to take your animal onto Community Property (e.g. to transport it) you must restrain it (e.g. by leash or pet cage) and control it at all times.

## 23.7 *Conditions for keeping an animal*

The Community Association may make conditions if it gives you consent to keep an animal.

## 23.8 *Removal of animals*

The Community Association has the right at any time to order you to remove your animal (and revoke any consent to keep an animal) if:

- (a) it becomes offensive, vicious, aggressive, noisy or a nuisance; or
- {b) you do not comply with your obligations under this by-law 23; or
- (c) you breach a condition made by the Community Association when it gave you consent to keep the animal; or
- (d) you keep a dog, your dog is a dangerous dog or is not registered under the *Companion Animals Act 1998 (NSW)*.

## 23.9 *Your responsibilities*

You are responsible to other owners and occupiers and people using Community Property for:

- {a) any noise your animal makes which causes unreasonable disturbance; and
- (b) damage to or loss of property or injury to any person caused by your animal; and
- (c) cleaning up after your animal.

# DP271103

## 23.10 *Your visitors*

You must not allow your visitors to bring animals into Rosedale Lane unless they are guide dogs, or hearing dogs (and those visitors are visually or hearing impaired) or other animals trained to assist to alleviate the effect of a disability if they need a dog or other animal because of a visual disability, a hearing disability or any other disability.

## 24. **Your laundry**

24.1 You may hang your laundry, towels and similar articles:

- (a) only on the clothesline in the rear yard of your Lot; and
- (b) in an area approved by the Community Association for that purpose.

## 25. **Your security obligations**

You must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of Rosedale Lane.

## 26. **Fire control**

### 26.1 *Legislation*

You must comply with all legislation about fire control.

### 26.2 *Flammable materials*

Subject to the requirements of Government Agencies and Council, you may keep flammable materials in your Lot if you:

- (a) use them in connection with the lawful use of your Lot; and
- (b) keep them in reasonable quantities for domestic use,

but you must not:

- (c) keep or accumulate debris in your Lot that is flammable; or
- (d) keep flammable materials on Community Property; or
- (e) interfere with fire safety equipment.

## 27. **General obligations**

27.1 You must not:

- (a) make noise that interferes unreasonably with another owner and occupier;  
or

# DP271103

- (b) use language or behave in any way that might offend or embarrass another owner and occupier or their visitors; *or*
- (c) obstruct a person's legal use of Community Property; *or*
- (d) use equipment that interferes with equipment or appliances used by another owner or occupier; *or*
- (e) do anything that might damage the good reputation of Rosedale Lane; *or*
- (f) do anything in Rosedale Lane that is illegal.

## 27.2 *Clothes*

You must be adequately clothed for contemporary standards of decency when you:

- (a) are on Community Property; *or*
- (b) can be seen from outside your Lot.

## 27.3 *Children*

You must not allow children in your care to:

- (a) play on Community Property other than in open space areas that are not dangerous to children; *or*
- (b) unless an adult exercising effective control is with them, be in an area of Community Property that may be dangerous to children.

## 28. Responsibility for others

### 28.1 *Visitors*

You must:

- (a) make sure your visitors comply with this management statement; and
- (b) make your visitors leave Rosedale Lane immediately if they do not comply with this management statement.

### 28.2 *Leasing your Lot*

If you lease your Lot (or if it is subject to a licence agreement), you must:

- (a) give your tenant or licensee a copy of this management statement (and changes to it); and
- (b) make sure your tenant or licensee and their visitors comply with this management statement; and
- (c) take all action available to you, including action under the lease or licence agreement, to make the tenant or licensee comply with this management statement or move out of Rosedale Lane.

### 28.3 *Third parties*

You must not allow another person to do anything you cannot do under this management statement.

# DP271103

## 29. Your Lot

### 29.1 *Your general obligations*

You must:

- (a) keep your Lot clean and tidy and in good repair and condition to the reasonable satisfaction of the Community Association; and
- (b) properly maintain and replace an installation or alteration made under this management statement that services your Lot (whether or not you made it); and
- (c) properly maintain and repair the structure on your Lot (e.g. walls and ceilings); and
- (d) at your expense, comply with all laws about your Lot including, without limitation, requirements of Government Agencies and Council; and
- (e) at your expense, comply with the Development Consent so far as it relates to your Lot; and
- (f) give the Developer and Community Association reasonable access to your Lot (provided reasonable notice is given to you by the Developer or the Community Association) if the Developer or the Community Association is required to comply with any requirements in the Development Consent (e.g. matters dealing with landscaping).

### 29.2 *Community Association consent*

You must have consent from the Community Association to:

- (a) keep anything in your Lot that is visible from outside your Lot and is not in keeping with the appearance of Rosedale Lane; or
- (b) install bars, screens, grilles or other devices in or on the outside of your Lot (or outside a building on your Lot) if they are visible from outside your Lot; or
- (c) attach or hang a security device or wires outside your Lot on common property; and
- (d) attach or hang an aerial, antenna, dish or other transmitting devices outside your lot on common property.

### 29.3 *Use of your Lot*

You must not use your Lot in a way that:

- (a) adversely affects (or might adversely affect) another Lot or Community Property; or
- (b) interferes with an owner's or occupier's use and enjoyment of their Lot or of Rosedale Lane generally.

### 29.4 *Windows*

You must keep clean the glass in the windows and doors of your Lot. However, you do not have to clean glass and windows and doors that you cannot safely access.

# DP271103

## 29.5 *Maintenance and repairs*

You must carry out maintenance and repairs to your Lot properly and:

- (a) to the reasonable satisfaction of the Community Association; and
- (b) with materials of the same or similar quality as those used in the construction of the structural building.

## 29.6 *Pools*

If you have a swimming pool in your Lot, you must:

- (a) place a permanent sign in a prominent position near the swimming pool with the words "Young Children should be supervised when using this swimming pool" (or as otherwise prescribed by a statute or regulations); and
- (b) ensure the swimming pool:
  - (i) is recirculated, filtered and disinfected according to the requirements of Government Agencies; and
  - (ii) is maintained at satisfactory levels of purity for bathing at all times; and
  - (iii) complies with the requirements of Government Agencies.

## 29.7 *Chemicals*

- (a) Subject to by-law 29.7(b), you must not pour, drain or otherwise dispose of any chemicals or detergents into the drains or pipes that service your Lot if those chemicals or detergents cause, or are likely to cause, damage to the drains or pipes.
- (b) You may pour, drain or otherwise dispose of chemicals or detergents into the drains or pipes that service Lot of those chemicals or detergents are general household or domestic chemicals or detergents used to properly maintain your Lot.
- (c) If you cause damage to drains or pipes after failing to comply with by-laws 29.7(a) or (b) you must pay the Community Association the cost of repairing that damage.

## 30. Sheds and roof vents

### 30.1 *Sheds*

You may install a temporary garden shed on your Lot without approval from the Community Association provided the garden shed is one that does not require approval from Government Agencies.

### 30.2 *Whirly-birds*

You may install a whirly-bird on your Lot without approval from the Community Association provided the whirly-bird is one that does *not* require approval from Government Agencies.



# DP271103

## 31. Parking- as amended on 14 December 2021

Part 1 – Definitions & Interpretation:

Parking on Community Property refers to parking spaces on Community Property (Lot 1) defined by sign marked as "Visitor Parking" and any other space on community property that could be used for car parking.

Part 2 – Rights and Obligations of Lot Owners and Occupants:

You must have consent from the Community Association to park a vehicle on Community Property. Consent to park on Community Property may be granted by the Executive Committee on a casual basis but will not be permitted on a permanent basis.

You must have consent from the Community Association to park a trailer (including a boat trailer with or without a boat), a caravan or a bicycle on Community Property.

## 32. Signs

### 32.1 *Is consent necessary?*

Subject to this by-law, you must have consent from the Community Association to display a sign or advertisement on your Lot or Community Property.

### 32.2 *Developer*

The Developer does not need consent from the Community Association to display signs or advertisements on Community Property or on Lots that the Developer owns if the sign or advertisement is:

- (a) to promote the sale of Lots in Rosedale Lane; or
- (b) to promote and assist with the development and construction of Rosedale Lane.

### 32.3 *Conditional consent*

The Community Association may make conditions if it gives you consent to display a sign or advertisement under this by-law.

### 32.4 *Conditions*

You must comply with all conditions that the Community Association makes under this by-law. If you do not comply, the Community Association may remove your sign or advertisement.

### 32.5 *"For sale" signs*

The Community Association will generally give you consent to erect a "for sale" or "for lease" sign.

### 32.6 *Displaying signs*

The Community Association may designate parts of Community Property as an area where you may display "for sale" or "for lease" signs (providing you obtain the necessary consents to display the sign).

# DP271103

## 32.7 *Designated areas*

If the Community Association gives you consent to display a "for sale" or "for lease" sign or advertisement, a condition that automatically applies is that you must display the sign in the area designated by the Community Association under this by-law.

## 33. **Interference with other Lots or Community Property**

### 33.1 *Restrictions*

You must not do anything in your Lot that will:

- (a) interfere with a support or shelter provided to another Lot or Community Property; or
- (b) interfere with garbage services, Service Lines or Services.

## 34. **Rule compliance**

You must comply with all Rules made by the Community Association.

## 35. **Payments you must make**

### 35.1 *Obligations as to payments*

You must comply at your cost and on time with this management statement and the Act including, but not limited to, promptly paying any administrative fund contributions and sinking fund contributions as determined and levied by the Community Association.

### 35.2 *Late payments*

You must pay:

- (a) the Community Association interest on amounts you owe it under this management statement and do not pay on time; and
- (b) interest from (and including) the date on which the payment was due until the date it was paid.

### 35.3 *Interest*

The Community Association must calculate interest under this by-law at a rate of 10% simple interest per annum (or the rate of interest for unpaid contributions under the Act).

### 35.4 *Unpaid amounts*

The Community Association may recover unpaid amounts under this management statement as a debt.

## 36. **Statutory Easements**

On registration of this management statement, it is intended to create a statutory easement according to s.36 *Community Land Development Act 1989* in respect of the sewerage service lines. Sydney Water must maintain the sewerage service lines.

# DP271103

## 37. Services

### 37.1 *Powers of Community Association*

In addition to its powers under the Act, the Community Association has the power to:

- (a) make agreements or enter into licences for itself to provide for management, operation, maintenance and other services for community properties;
- (b) provide services to owners or occupiers; and
- (c) arrange for the installation and maintenance of Service Lines to provide Services; and
- (d) make agreements with persons to monitor or provide Services.

### 37.2 *Community Association may enter your Lot*

The Community Association (or persons authorised by it) may enter your Lot to install, maintain, repair or replace Services. The Community Association must give you reasonable notice before it enters your Lot unless there is an emergency.

### 37.3 *Basic Utility Services*

In relation to basic utility services generally, as at the date of (and subject to) this management statement:

- (a) Sydney Water and the Community Association supplies water and sewerage services to Rosedale Lane and each Lot; and
- (b) Endeavour Energy supplies electricity Services to Rosedale Lane;
- (c) Jemena supplies gas Services to Rosedale Lane; and
- (d) NBN Co. supplies telephone transmission to and from Rosedale Lane; and
- (e) the Community Association provides storm water drainage Services to Rosedale Lane.

Other than the sewerage lines which will be owned and maintained by Sydney Water, the Community Association will own and operate all other Services as Private Services.

## 38. Future Agreement with Cable TV Service Provider

### 38.1 *Easement for Television Signal Reception Services*

In addition to its powers under the Act, the Community Association has the power for itself to receive television signal reception through receiving equipment for the reception of free to air and pay television to Lots 2 to 18 (inclusive) in Rosedale Lane.

### 38.2 *Parties to the Agreement*

In addition to its powers under the Act, the Community Association has the power for itself to enter into agreements with a TV Service Provider for the provision of pay television signal reception services for Rosedale Lane.

# DP271103

## 38.3 *Terms of the Agreement*

The TV Service Agreement may:

- (a) if relevant, be for a term reasonably determined and negotiated by the Community Association; and
- (b) have provisions about:
  - (i) the rights of each party to terminate the agreement early if the other party does not comply with its obligations under the agreement; and
  - (ii) replacement and removal of Receiving Equipment; and
  - (iii) the rights of the Service Provider to assign the agreement.

## 38.4 *Remuneration*

If relevant, the remuneration of the TV Service Provider under a TV Service Agreement may be the amount reasonably determined and negotiated by the Community Association (which must not exceed the prevailing market rates at the time).

## 38.5 *Duties of the TV Service Provider*

The duties of the TV Service Provider may include, without limitation:

- (a) if requested by the Community Association inspecting and maintaining the Receiving Equipment within Rosedale Lane for an agreed fee; and
- (b) liaising with the Community Association, owners and occupiers; and
- (c) accounting promptly to the Community Association for Community Property of which it has possession, custody or control; and
- (d) advising the Community Association in relation to any correspondence, reports, enquiries and complaints relating to the Receiving Equipment; and
- (e) doing anything else the Community Association and the TV Service Provider agree is necessary for the inspection and maintenance of the Receiving Equipment.

## 38.6 *Easement for Television Signal Reception Service*

Nothing in this by-law 38 in any way affects the operation of any easement for the provision of television signal reception services for the reception of free to air and pay television services registered with the plan accompanying this management statement.

## 38.7 *Location of Television Signal Reception*

No television cable boxes or associated aboveground structures are to be installed within the Council footway or roadway with any such equipment being required to be erected on private property. Any damage to Council's assets as a consequence of any maintenance performed to the television cable services will be repaired by the Council at the cost of the TV Service Provider.

# DP271103

## 39. Security

### 39.1 *Rights and Obligations of the Community Association*

The Community Association must:

- (a) take reasonable steps to prevent fires and other hazards on Community Property; and
- (b) comply with laws about fire control.

### 39.2 *Powers of Community Association*

In addition to its powers under the Act, the Community Association has the power to install and operate in Community Property audio and visual security cameras and other surveillance equipment for the security of Rosedale Lane.

## 40. Restricting Access to Community Property

### 40.1 *Rights of the Community Association*

In addition to its powers under the Act and subject to this management statement, the Community Association has the power to allow security personnel to use part of Community Property to operate or monitor security of Rosedale Lane.

### 40.2 *Restricting Access to Community Property*

Subject to this management statement, the Community Association may close off or restrict access to facilities in Community Property if this will help to control and administer the facilities.

## 41. Rules

### 41.1 *Powers of the Community Association*

The Community Association may make Rules about the control, management, operation, use and enjoyment of Rosedale Lane. In particular, the Community Association may make Rules about using facilities on Community Property.

### 41.2 *Changing or Adding to Rules*

The Community Association may change or add to its Rules at any time.

### 41.3 *Inconsistency*

This management statement prevails to the extent of any inconsistency between it and a Rule.

## 42. How Consents are Given

### 42.1 *Manner*

Unless a by-law states otherwise, consents by the Community Association under this management statement may be given by:

- (a) the Community Association at a general meeting;
- (b) the Committee at a meeting of the Committee.

# DP271103

## 42.2 *May be conditional*

The Community Association or the Committee may make conditions if they give you consent to do things under this management statement. You must comply with the conditions.

## 42.3 *Revocation*

The Community Association or the Committee may revoke their consent if you do not comply with:

- (a) conditions made by them when they gave you consent; or
- (b) the relevant by-law in this management statement.

## 43. Failure to Comply with your Obligations

### 43.1 *What can the Community Association do?*

In addition to its powers under the Act, the Community Association may do anything on your Lot that you should have done under this management statement but which you have not done or, in the opinion of the Community Association, have not done properly.

### 43.2 *Notice*

The Community Association must give you a written notice specifying when it will need to enter your Lot to do the work. You must:

- (a) give the Community Association (or persons authorised by it) access to your Lot according to the notice and at your cost; and
- (b) pay the Community Association its costs for the doing of the work.

## 44. Responsibility for Damages

The Community Association is not liable for damage to or loss of property or injury to any person in or near Rosedale Lane except if the Community Association or its employees or agents are negligent.

## 45. How to Contact the Community Association

You must make applications, requests, notices and complaints to the Community Association in writing and must address them to the Secretary of the Community Association.

## 46. GST

### 46.1 *Amounts are exclusive of GST*

Unless otherwise expressly stated, all amounts payable under or in connection with this management statement are expressed to be exclusive of any amount of GST.

### 46.2 *Obligation to pay GST*

Where GST is imposed on any supply made under or in connection with this management statement by one party ("the supplying party") to another party ("the receiving party") the receiving party must pay or provide the GST exclusive

# DP271103

consideration for the supply and in addition to and at the same time as the GST exclusive consideration is payable or to be provided, an additional amount equal to the amount of GST liability of the supplying party. The supplying party must issue a Tax invoice to the receiving party.

## 46.3 *Differences in amounts*

If the amount of GST recovered by the supplying party from the receiving party differs from the amount of GST payable at law by the supplying party (or an entity grouped with the supplying party for GST purposes) in respect of the supply, the amount payable by the receiving party to the supplying party will be adjusted accordingly.

## 46.4 *Reimbursement*

Where one party ("payer") is liable to reimburse another party ("payee") for any expenditure incurred by the payee ("Expenditure") the amount reimbursed by the payer will be the GST exclusive Expenditure plus any GST payable to the payee by the payer under this by-law.

## 47. Meaning of Words

### 47.1 *Interpretation*

This by-law explains words written Like This. In other words, they have special meanings. Words that this by-law does not explain have the same meaning as they do in the Act and the Development Act.

### 47.2 *Definitions*

In this management statement:

**Act** is the *Community Land Management Act 1989 (NSW)*.

**Committee** is the Executive Committee of the Community Association.

**Community Association** is the community association created on registration of the community plan accompanying this management statement.

**Community Property** is Lot 1 in the community plan accompanying this management statement.

**Council** is Shellharbour City Council.

**Developer** means Shellharbour City Council and its successor in title (except the Community Association).

**Development Act** means the *Community Land Development Act 1989 (NSW)*.

**Development Consent** means notice of determination of Development Application No. 7.2015.41.1 (as varied).

**Garbage Bin** includes a bin or receptacle for garbage, garden refuse, recycling and any other types of bins or receptacles Council requires you or the Community Association to use.

**GST** means any form of goods and services tax or similar value added tax.

# DP271103

**GST Law** means a new tax system (*Goods and Services Tax Act 1999* (Cwlth)) and any other legislation or regulation which imposes levies, implements or varies a GST and any applicable ruling issued by the Commissioner of Taxation.

**Government Agency** is a governmental or semi-governmental administrative fiscal or judicial department or entity.

**Landscaper** means a qualified horticulturalist, landscape contractor or landscape architect.

**Lighting** means the street lighting located within the Open Accessway.

**Lot** is a Lot in the community plan accompanying this management statement (other than Lot 1) or Lots created by a subdivision of those Lots by a community plan of subdivision.

**National Broadband Network** means the high speed broadband network provided in optic fibre, fixed wireless and satellite services technologies.

**NBN Co.** means NBN Co Limited which is the entity responsible for the design, build and operation of the National Broadband Network.

**Occupier** is the occupier or lessee of a Lot.

**Open Accessway** means the open accessway in Rosedale Lane set aside under the *Development Act* as show in the accessway plan attached to this management statement.

**Owner** is the owner or mortgagee in possession of a Lot.

**Private Service** is a service provided by a Private Service Provider and includes as at the date of registration of this management statement:

- (a) the provision of electricity to each Lot and to Community Property provided by the Community Association; and
- (b) the provision of stormwater drainage provided by the Community Association; and
- (c) the provision of potable water through a private water main (located within Community Property) used in connection with the landscaping of parts of Community Property and the servicing of Lots; and
- (d) the provision of recycled water through a private water main (located within Community Property) used in connection with the landscaping of parts of Community Property and the servicing of Lots; and
- (e) the provision of recycled water through a private water main (located within Community Property) used in connection with the landscaping of parts of Community Property and the servicing of Lots.

**Private Service Provider** is the Community Association and its appointed service contractors.

**Public Authority** includes Council and other Service Providers.

**Public Authority by-law** is a by-law that a public authority (e.g. Council) has requested the Developer to include in this management statement. See clause 4 in Schedule 3 of the *Development Act* for more information.



# DP271103

Restricted Property by-law is a by-law that restricts use of parts of Community Property to the Community Association or Owners. See section 55 of the Act for more information.

Rosedale Lane is the land and buildings comprised in part of Lot 1810 DP1230810.

Rules are rules made by the Community Association about the control, management, operation, use and enjoyment of Rosedale Lane.

Service is any Private Service or Statutory Service provided to a Lot or Community Property for the use and enjoyment of the Lot or Community Property.

Service Line is a pipe, wire, cable, duct or pole via which a Service Provider will provide a Service.

Service Provider is a person that provides a Service.

Statutory Service is a Service provided by a Statutory Service Provider

Statutory Service Provider is a statutory body, Government Agency or public utility service provider that provides a Service.

Tax Invoice means a tax invoice prepared according to GST law.

TV Service Agreement means an agreement entered into between:

(a) the Developer and the TV Service Provider (in which case the Deed of Assumption of the TV Service Agreement applies); or

(b) the Community Association and the TV Service Provider

for the provision of pay television or other similar services to Rosedale Lane.

TV Service Provider means a provider of television reception services for pay television or other similar services at Rosedale Lane.

You is an owner or occupier of a Lot.

## 48. Interpreting this management statement

### 48.1 *Certain Things to be Given in Writing*

A consent, notice or authorisation under this management statement must be given in writing.

### 48.2 *Certain References*

In this management statement a reference to:

(a) a thing includes the whole or each part of it; and

{b) a document includes any variation or replacement of it; and

(c) a day means the period starting at midnight and ending 24 hours later; and

# DP271103



Electronic signature of me, Anita Dalag, or at my direction,  
on 01/02/22 at 1:50 PM

- (d) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (e) a person includes an individual, a firm, a body corporate, an incorporated association or a Government Agency; and
- (f) a person includes their executors, administrators, successors, substitutes (including but not limited to persons taking by novation and assigns).

#### 48.3 *Singular and plural*

The singular includes the plural and vice versa.

#### 48.4 *Headings*

Headings do not affect the interpretation of this management statement.

#### 48.5 *Exercise of rights, powers and remedies*

The Community Association may exercise a right, power or remedy at its discretion and separately or with another right, power or remedy. A single or partial exercise of a right, power or remedy cannot prevent the Community Association from further exercising that or of any other right, power or remedy. Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

#### 48.6 *Additional rights, powers and remedies*

The rights, powers and remedies in the management statement are in addition to those provided by law.

AT195752 BY-LAW 49  
ADDED. SEE ANNEXURE 'A'



29.6.2023

### PARTS BY-LAWS REQUIRED BY A PUBLIC AUTHORITY

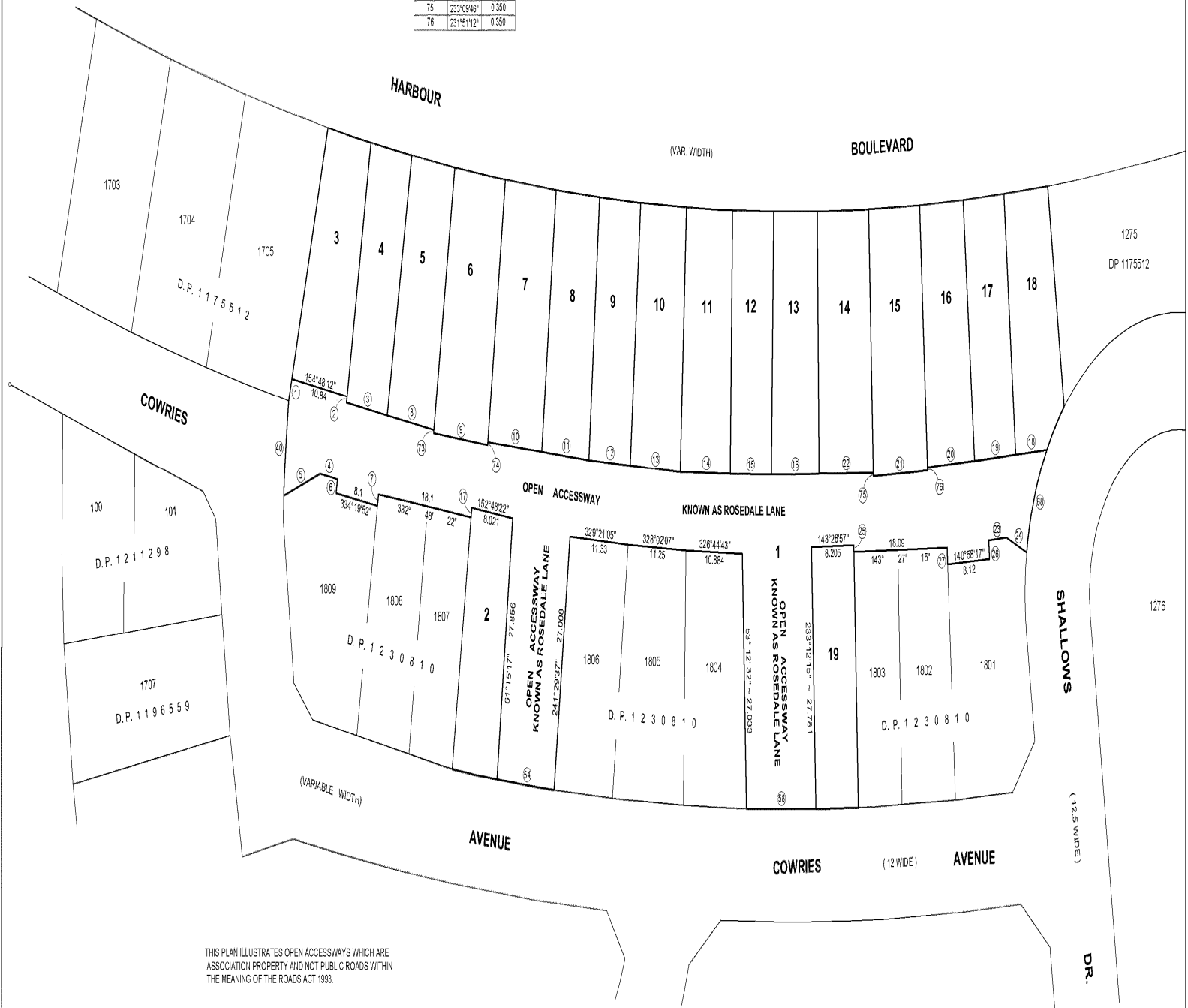
There are no Public Authority by-laws.

SCHEDULE OF SHORT LINES

Number	Bearing	Distance	Number	Bearing	Distance
1	69°38'47"	2.417	15	146°00'13"	7.993
2	64°47'37"	0.680	16	144°18'23"	9.224
3	154°48'35"	8.000	17	242°48'22"	1.006
4	153°08'02"	3.430	18	140°17'19"	6.050
5	308°22'13"	7.411	19	140°17'19"	8.000
6	64°19'52"	1.510	20	140°17'19"	9.189
7	64°19'52"	1.250	21	141°51'18"	10.558
8	154°48'35"	9.191	22	144°18'23"	10.523
9	151°59'19"	10.547	23	320°11'52"	3.410
10	150°41'56"	10.538	24	166°30'46"	4.280
11	150°41'56"	9.191	25	53°12'32"	0.750
12	148°10'24"	8.000	26	50°58'17"	2.000
13	148°10'24"	9.726	27	23°12'32"	1.820
14	148°00'13"	9.703	73	243°14'16"	0.350
			74	241°59'21"	0.350
			75	233°09'46"	0.350
			76	231°51'12"	0.350

SCHEDULE OF CURVED BOUNDARIES

Number	Radius	Arc Length	Chord Distance	Bearing
40	106.651	10.240	10.236	60°21'23"
54	518.500	11.139	11.139	330°42'28"
58	518.500	13.460	13.460	145°12'56"
68	30.000	11.702	11.628	74°37'05"



THIS PLAN ILLUSTRATES OPEN ACCESSWAYS WHICH ARE ASSOCIATION PROPERTY AND NOT PUBLIC ROADS WITHIN THE MEANING OF THE ROADS ACT 1993.

ACCESSWAY PLAN  
 SCALE: 1:400

*Anita Dalag*

Electronic signature of me, Anita Dalag, or at my direction, on 01/02/22 at 1:50 PM  
 Property & Stock Agent Act 2002 Licence No 867112

REGISTERED  1.8.2017

PLAN OF SUBDIVISION OF  
 LOT 1810 IN D.P. 1230810

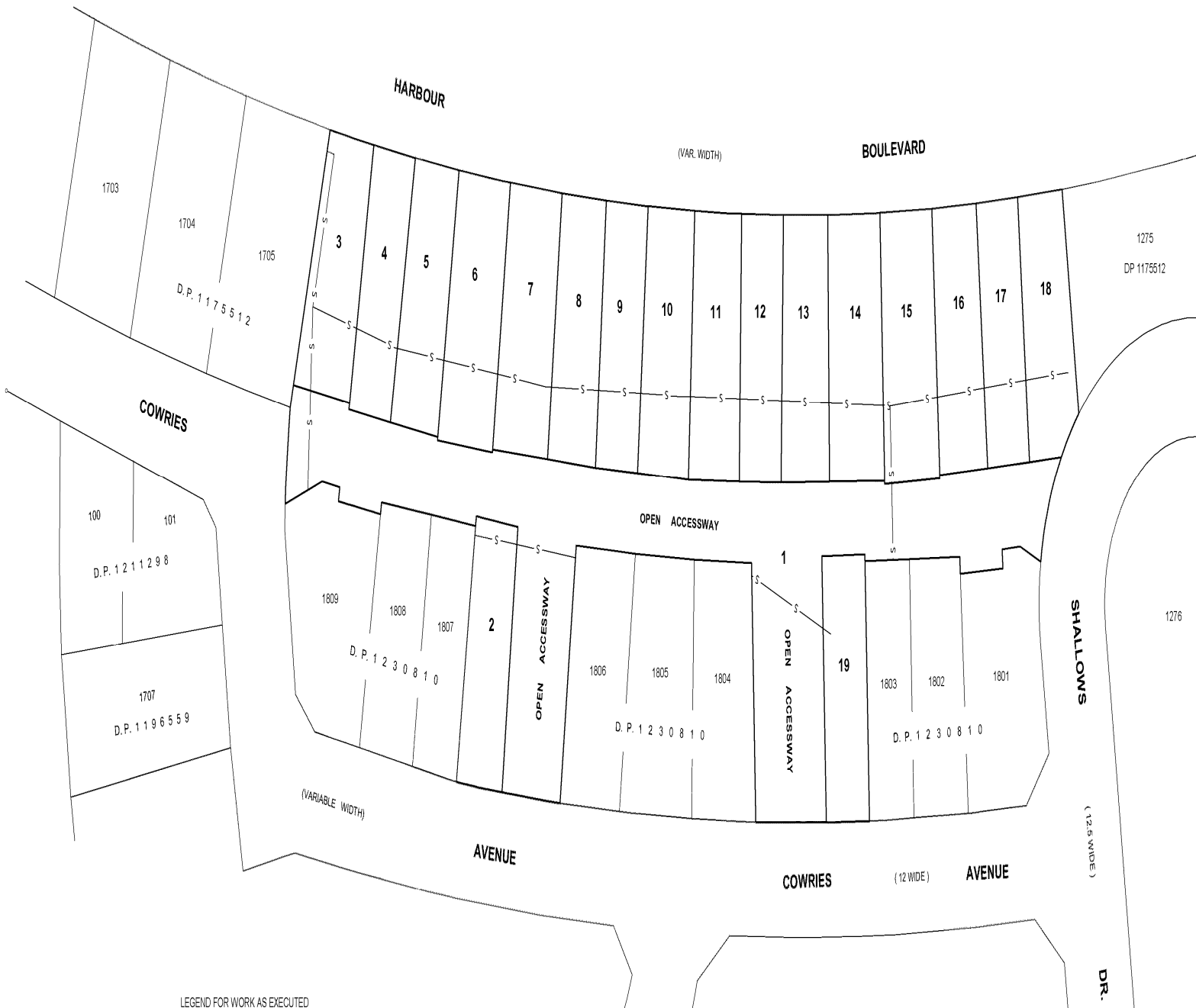
Lengths are in metres. Reduction Ratio 1:400

DP271103

PLAN FORM 5 (AZ)

MANAGEMENT STATEMENT

Electronic signature of me, Anita Dalag, or at my direction, on 01/02/22 at 1:50 PM  
Property & Stock Agent Act 2002 Licence No 867112



LEGEND FOR WORK AS EXECUTED

— S — S — SEWER

NOTES:

1. THIS PLAN SHOWS SERVICES COVERED BY STATUTORY EASEMENTS ONLY.

**PLAN OF SERVICES WORK AS EXECUTED**

SCALE: 1:400

REGISTERED  1.8.2017

PLAN OF SUBDIVISION OF  
LOT 1810 IN D.P. 1230810

**DP271103**

Lengths are in metres. Reduction Ratio 1:400

**Community Association Consent**

**Community Association No 271103**

Date 01 February 2022

1/DP271103

**Community Association consent to the registration of Amended Community Management Statement of DP271103**

Dear NSW LRS,

I am the person authorised for Community Association of DP271103.

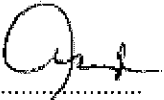
I Consent to the registration of the following documents that have been lodged over the Land:

- Registration of Amendment of Community Management Statement

Regards

**Attestation**

~~The seal of The Owners – Strata Plan No 89079 was affixed on 26/11/2021 in the presence of the person authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.~~

  
Signature:..... Name: Anita Dalag (Netstrata) Authority: Appointed Strata Agent  
Electronic signature of me and affixed by me on 01/02/2022 at 1.50pm.  
Property & Stock Agent Act 2002 Licence No 867112

^ Insert appropriate date

**“WARNING”**

**THIS CONSENT IS NOT A SUBSTITUTE FOR AN APPROVED FORM IF REQUIRED TO BE LODGED**

Form: 21CSM  
Release: 2-6

**AMENDMENT/CONSOLIDATION  
OF**

**DP271103**

**MANAGEMENT STATEMENT**

MANAGEMENT STATEMENT

New South Wales

ANNEXURE 'A'  
SHEET 1 OF 2

Section 106 Community Land Development Act 2021

Section 28 Community Land Development Regulation 2021

**PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.**

(A) TORRENS TITLE  
1/271103

(B) LODGED BY  
Document Collection Box  
**573X**  
Name, Address or DX, Telephone, and Customer Account Number if any  
Network Strata Services Pty Limited  
Email: anita.dalag@netstrata.com.au  
Reference: 271103  
CODE  
**CS**

(C) APPLICANT  
Community Association Deposited Plan No. 271103

(D) The applicant certifies that a special resolution was passed on 01 December 2022 pursuant to the requirements of section 131 of the Community Land Management Act 2021 to amend the management statement as follows:

(E) BY-LAWS  
Repealed not applicable  
Added/Amended BL49 as fully set out below

(F) TEXT OF ADDED/AMENDED BY-LAW  
Annexure A



(G) A consolidated version of the management statement affecting the abovementioned association and incorporating the change referred to at Note (E) is annexed hereto and marked  
(H) The common seal of the Community association deposited plan 271103 was affixed hereto in the presence of a person authorised by section 235 of the Community Land Management Act 2021 to attest the affixing of the seal.

Signature of witness: *Anita Dalag*  
Electronic signature of me, Anita Dalag, affixed by me, on 16/05/23 at 10:00 AM  
Property & Stock Agent Act 2002 Licence No 867112  
Name of witness: Anita Dalag- Netstrata-Strata Mgr  
Date:



**By-Laws**

Electronic signature of me, Anita Dalag,  
affixed by me, on 16/05/23 at 10:00 AM  
Property & Stock Agent Act 2002 Licence No  
867112

**Community Association 271103  
COWRIES AVENUE SHELL COVE**

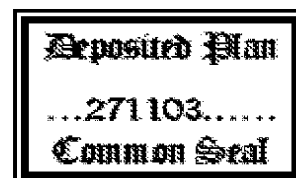
**"Annexure A"**

**DP271103**

MANAGEMENT STATEMENT

ANNEXURE 'A'

SHEET 2 OF 2



**BL49 Pre-Meeting & Electronic Voting**

**Registration Date: 16/05/2023**

**A) Intention**

The intention of this By-law is to provide authorisation to both the Association and Association Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Association or Association Committee.

**B) Pre-Meeting Electronic Voting**

The Association, in addition to the functions conferred upon it by or under the Community Land Management Act 2021(NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by Clause 15 of the Community Land Management Regulation 2021.

**C) Electronic Voting**

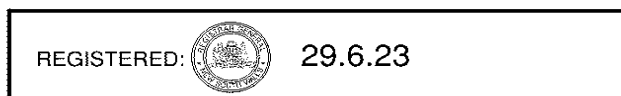
The Association and Association Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Association or Association Committee prior and during the conduct of a meeting.

**D) Compliance and Capability**

Where the Association or Association Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Managing Agent must ensure that;

- (i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Community Land Management Act 2021, Community Land Management Regulation 2021 as well as the terms of this By-law, and
- (ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

Report Date: 16th May 2023



# DP271103

## COVER SHEET FOR SECTION 88B INSTRUMENT

.....  
**ATTENTION**  
.....

A Community Plan may be subject to future subdivision that could also contain a Section 88B Instrument. This instrument could then comprise separate documents registered on different dates.

Particulars of each document are as follows:-

<b>Document Number</b>	<b>Plan/Instrument Registration Date</b>	<b>Number of Sheets in Plan</b>	<b>Number of Sheets in Section 88B Instrument</b>
Document 1	1.8.2017	4	3

TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED  
(INCLUDING COVER SHEET)



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

ePlan (DOC.1)

Sheet 1 of 3 Sheets

Plan: **DP271103**

Plan of Subdivision of Lot 1810 in DP1230810 and covered by Council's Certificate No. *SC 0048/2017*

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

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

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for repairs and access 1.0 wide (E1)	4 7 16 17	3 6 15 18
2	Easement for drainage of water 1.35 wide (E3)	5	1
3	Easement for drainage of water variable width (E4)	1	2 to 19 inclusive
4	Easement for services variable width (E5)	1	2 to 19 inclusive

  
General Manager / Authorised Person

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

ePlan (DOC.1)

Sheet 2 of 3 Sheets

Plan: **DP271103**

Plan of Subdivision of Lot 1810 in DP1230810 and covered by Council's Certificate No. **SC 0048/2017**

5	Positive Covenant	3	4, 5
		4	3, 5
		5	3, 4
		6	7
		7	6
		8	9, 10
		9	8, 10
		10	8, 9
		11	12, 13
		12	11, 13
		13	11, 12
		14	15
		15	14
		16	17, 18
		17	16, 18
		18	16, 17

**Part 2 (Terms)**

**1. TERMS OF EASEMENT FOR REPAIRS AND ACCESS 1.0 WIDE NUMBERED 1 IN THE PLAN**

Easement for repairs and maintenance, the terms of which are set out in Part 5 of Schedule 8 of the *Conveyancing Act 1919*.

**2. TERMS OF EASEMENT FOR DRAINAGE OF WATER 1.35 WIDE NUMBERED 2 IN THE PLAN**

Easement for drainage of water, the terms of which are set out in Part 8 of Schedule 8 of the *Conveyancing Act 1919*.

**3. TERMS OF EASEMENT FOR DRAINAGE OF WATER VAR. WIDTH NUMBERED 3 IN THE PLAN**

Easement for drainage of water, the terms of which are set out in Part 8 of Schedule 8 of the *Conveyancing Act 1919*.

General Manager / Authorised Person



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

ePlan (DOC.1)

Sheet 3 of 3 Sheets

Plan: **DP271103**

Plan of Subdivision of Lot 1810 in DP1230810 and covered by Council's Certificate No. *SC 0048/2017*

**4. TERMS OF EASEMENT FOR SERVICES VARIABLE WIDTH NUMBERED 4 IN THE PLAN**

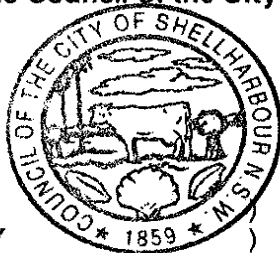
Easement for services, the terms of which are set out in Part 11 of Schedule 8 of the *Conveyancing Act 1919*.

**5. POSITIVE COVENANT NUMBERED 5 IN THE PLAN.**

Both the burdened and benefited lots must ensure that any aerial and structure holding the aerial is maintained in good condition and all cables and wires that carry audio and visual communications are not damaged or removed to preserve the amenity of the benefited lot.

Name of person empowered to release, vary or modify easements, restrictions and positive covenant numbered 1, 2, 3, 4 and 5 in the plan.

**The Council of the City of Shellharbour**



THE COMMON SEAL of

THE COUNCIL OF THE CITY OF SHELLHARBOUR

was affixed on *6 July 2017*

pursuant to a resolution made on 28<sup>th</sup> April 2015

*Marianne Saliba*

Mayor **MARIANNE SALIBA**

*Flora Lepouras*

**FLORA LEPOURAS**  
General Manager / Public Officer

*[Signature]*

General Manager / Authorised Person

REGISTERED



1.8.2017

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

Sheet 1 of 16 Sheets

**DP1076113**

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

**Full name and address of  
 Proprietor of land:**

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

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for drainage of water 1.5 wide	1102 1103 1104 1105 1106 1110 1111 1114  1125 1126 1127 1128 1129 1130 1133 1134 1136 1137 1138 1139 1140 1142 1143  1148	1103 to 1106 inclusive 1109 to 1113 inclusive 1104 to 1106 inclusive 1109 to 1113 inclusive 1105, 1106 and 1109 to 1112 inclusive 1106 and 1109 to 1111 inclusive 1109 to 1111 inclusive 1109 1109, 1110 1102 to 1106 inclusive 1109 to 1113 inclusive 1126 to 1131 inclusive 1127 to 1131 inclusive 1128 to 1131 inclusive 1129 to 1131 inclusive 1130, 1131 1131 1132, 1134 & 1135 1135 1132 to 1135 inclusive 1132 to 1136 inclusive 1132 to 1137 inclusive 1132 to 1138 inclusive 1132 to 1139 inclusive 1132 to 1140 inclusive 1132 to 1140 inclusive and 1142 That part of 1168 designated E28

88B - 10a1 07.03.05

General Manager / Authorised Person

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

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

Sheet 2 of 16 Sheets

**DP1076113**

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

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		1154 1159	1168 1168
2	Easement for drainage of water 3 wide	1163 & 1165	The Council of the City of Shellharbour
3	Easement for drainage of water 3 wide and variable	1163 & 1165	The Council of the City of Shellharbour
4	Restriction on the use of land	1102 to 1107 inclusive, 1109 to 1124 inclusive, 1126 to 1134 inclusive, 1136 to 1140 inclusive, 1142, 1144 to 1148 inclusive and 1150 to 1161 inclusive	Every other lot
5	Restriction on the use of land	1101, 1108, 1125, 1135, 1141, 1143, 1149 and 1162 to 1165 inclusive	Every other lot
6	Restriction on the use of land	1101 to 1165 inclusive	Every other lot
7	Easement for Padmount Substation 2.75 wide	1148, 1166	Integral Energy Australia
8	Restriction on the use of land	1148, 1149, 1166	Integral Energy Australia

General Manager/ Authorised Person

88B - 10a1 07.03.05

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

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

Sheet 3 of 16 Sheets


**DP1076113**

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

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

General Manager / Authorised Person

88B - 10a1 07.03.05

*M. E. Reynolds 20/4/05*  


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

Sheet 4 of 16 Sheets

**DP1076113**

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

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

**Part 2 (Terms)**

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

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

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

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

Sheet 5 of 16 Sheets

**DP1076113**

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

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

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



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

Sheet 6 of 16 Sheets

**DP1076113**



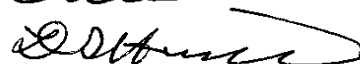
Plan of Subdivision of Lot 7063 in DP1012373,  
Lot 8033 in DP1072187 and Lot 5243 in  
DP1050004  
Covered by Council's Certificate No. Z458/02

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

Gross Floor Area excludes:

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

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

  
20/4/05  
  


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

Sheet 7 of 16 Sheets

**DP1076113**

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

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

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

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

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

Sheet 8 of 16 Sheets

**DP1076113**

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

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

*M. G. Bennett*  
*20/4/05*  
*Wei*  
*Watt*

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

Sheet 9 of 16 Sheets

**DP1076113**

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

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

No building on any lot burdened shall be used or permitted to be used as an exhibition home or display home or for the purpose of displaying exhibition homes or display homes to the general public.

**4. TERMS OF EASEMENT NUMBERED 7 IN THE PLAN**

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

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

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

(b) The owner will not erect or permit to be erected any swimming pool within the restriction site.

(c) "**120/120/120 fire rating**" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.

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

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

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

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

**6. TERMS OF EASEMENT NUMBERED 9 IN THE PLAN**

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

88B - 10a1 07.03.05

~~General Manager~~ / Authorised Person

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

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

Sheet 10 of 16 Sheets

**DP1076113**

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

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

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

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

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

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

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

General Manager / Authorised Person

88B - 10a1 07.03.05

*M. J. Bennett*  
20/4/05  
*M. J. Bennett*

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

Sheet 11 of 16 Sheets

**DP1076113**

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

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

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

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

Sheet 12 of 16 Sheets

**DP1076113**

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

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

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

- (c) For the purposes of this restriction:

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

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

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

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

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

Sheet 13 of 16 Sheets

**DP1076113**

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

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

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

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

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

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



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

Sheet 14 of 16 Sheets

**DP1076113**

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

**13. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 17 IN THE PLAN**

The owner of any lot burdened must not interfere with, damage or alter or permit the interference with, damage to or alteration of any radiant heat barrier comprised of a 1.8m high colorbond fence constructed on the common boundary of that lot and Lot 1166.

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

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

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

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

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

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

88B - 10a1 07.03.05

General Manager / Authorised Person

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

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

Sheet 15 of 16 Sheets

**DP1076113**

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

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

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

**The Council of the City of Shellharbour**

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

**Integral Energy Australia**

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

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

~~General Manager~~ / Authorised Person

88B - 10a1 07.03.05

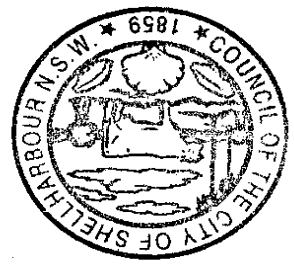
*M. E. Bennett 20/4/05*  
*[Signature]*

# DP1076113

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

Sheet 16 of 16 Sheets

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



THE COMMON SEAL of THE COUNCIL )  
OF THE CITY OF SHELLHARBOUR )  
was affixed on *twentieth April* 2005 )  
pursuant to a resolution made on )  
*fifth May 2004* )

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

Signed on behalf of Integral Energy Australia by its  
Attorney pursuant to Power of Attorney *Book 4421 No*  
*550* in the presence of:  
*[Signature]*  
Signature of witness  
*Michelle Allombay*  
Name of witness  
c/- Integral Energy  
51 Huntingwood Drive Huntingwood 2148  
Address of witness  
\* *Book 4446 No 816*

*[Signature]*  
Signature of Attorney  
~~General Manager Engineering Performance~~  
~~John Wallace~~ *Geoff Riethmuller*  
Network Property Manager  
Signature of Countersignee  
Company Secretary  
~~Craig James~~  
28 April 2005  
UR55699

88B - 10a1 07.03.05

General Manager / Authorised Person

*[Signature]*  
*20/4/05*



ePlan

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

Sheet 1 of 13 Sheets

**Plan:**  
**DP1126990**

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

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

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

**Part 1 (Creation)**

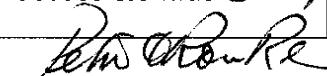
Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for drainage of water 1.5 wide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

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

Plan: **DP1126990**

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


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

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

Plan: **DP1126990**

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

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

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

ePlan

Sheet 4 of 13 Sheets

Plan: **DP1126990**

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

**Part 2 (Terms)**

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

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

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




ePlan

Sheet 5 of 13 Sheets

Plan: **DP1126990**

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

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

  
Peter Rankin  
General Manager / Authorised Person  
 9/5/08  20/04/08



ePlan

Sheet 6 of 13 Sheets

Plan: **DP1126990**

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

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

Gross Floor Area excludes:

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

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

  
Acting General Manager / Authorised Person

*22/04/08*

Plan: **DP1126990**

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

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

**2. TERMS OF EASEMENT NUMBERED 4 IN THE PLAN**


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

**3. TERMS OF EASEMENT NUMBERED 5 IN THE PLAN**

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

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

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

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

ePlan

Sheet 8 of 13 Sheets

Plan: **DP1126990**

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

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

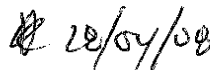
**5. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 8 IN THE PLAN**

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

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

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

  
General Manager / Authorised Person

  
20/04/08

ePlan

Sheet 9 of 13 Sheets

Plan: **DP1126990**


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

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

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

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

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

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

ePlan

Sheet 10 of 13 Sheets

Plan: **DP1126990**

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

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

(c) For the purposes of this restriction:

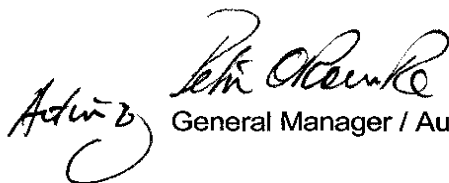
- (i) "dwelling" has the meaning defined in Shellharbour Local Environmental Plan 2000; and
- (ii) "Acoustic Fencing" means concrete or acrylic fencing constructed on the land shown as RIGHT OF CARRIAGEWAY VARIABLE WIDTH in Deposited Plan 267330.

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

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

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

No building on any lot burdened shall be used or permitted to be used as an exhibition home or display home or for the purpose of displaying exhibition homes or display homes to the general public.

  
General Manager / Authorised Person

*22/04/00*

ePlan  
Sheet 11 of 13 Sheets

Plan: **DP1126990**


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

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

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

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

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

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

ePlan

Sheet 12 of 13 Sheets

Plan: **DP1126990**

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

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

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

The owner of any lot burdened must not interfere with, damage or alter or permit the interference with, damage to or alteration of any stormwater drainage infrastructure within that part of the lot burdened.

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

The owner of any lot burdened must not interfere with, damage or alter or permit the interference with, damage to or alteration of the concrete driveway within that part of the lot burdened.


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

The owner of any lot burdened must not interfere with, damage or alter or permit the interference with, damage to or alteration of any tubular metal fencing constructed on the boundary of that lot.

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

**The Council of the City of Shellharbour**

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

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

Plan: **DP1126990**

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

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

**Sydney Water Corporation**

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

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

THE COMMON SEAL of

THE COUNCIL OF THE CITY  
OF SHELLHARBOUR



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

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

~~General Manager / Authorised Person~~

*[Signature]* 22/04/08

REGISTERED  17-7-2008



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

Sheet 1 of 2 Sheets

**DP1060491**

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

**Full name and address of  
Proprietor of land:**

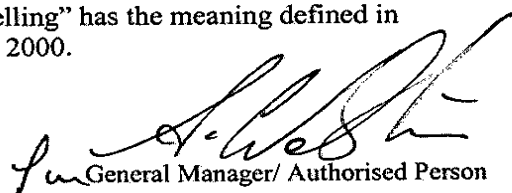
The Council of the City of Shellharbour  
Lamerton House  
Lamerton Crescent  
Shellharbour City Centre NSW 2529

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Restriction on the use of land	5243/1050004 7222/1044382	22/1010797
2	Restriction on the use of land	5243/1050004 7222/1044382	22/1010797
3	Restriction on the use of land	5243/1050004 7222/1044382	22/1010797
4	Restriction on the use of land	5243/1050004 7222/1044382	22/1010797

**Part 2 (Terms)**

1. **TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 1 IN THE PLAN**
  - (a) No dwelling can be erected or permitted to remain on that part of a lot burdened which is affected by this restriction.
  - (b) For the purposes of this restriction "dwelling" has the meaning defined in Shellharbour Local Environmental Plan 2000.
  
2. **TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 2 IN THE PLAN**
  - (a) No dwelling can be erected or permitted to remain on that part of a lot burdened which is affected by this restriction unless that dwelling is designed and constructed as a single storey dwelling.
  - (b) For the purposes of this restriction "dwelling" has the meaning defined in Shellharbour Local Environmental Plan 2000.

  
General Manager/ Authorised Person

# DP1060491

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

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

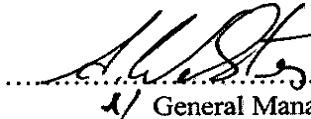
- (a) No dwelling can be erected or permitted to remain on that part of a lot burdened which is affected by this restriction unless that dwelling is designed and constructed to reduce the noise within that dwelling emanating from traffic using the Quarry Haul Road to not more than 40dB(a)<sub>L<sub>eq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

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

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

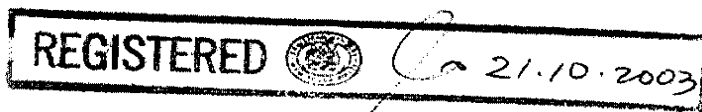
THE COMMON SEAL of THE COUNCIL )  
 OF THE CITY OF SHELLHARBOUR )  
 was affixed on 2 October 2003 )  
 pursuant to a resolution made on )  
 20 May 2003 )

  
 Mayor

  
 General Manager



General Manager/ Authorised Person



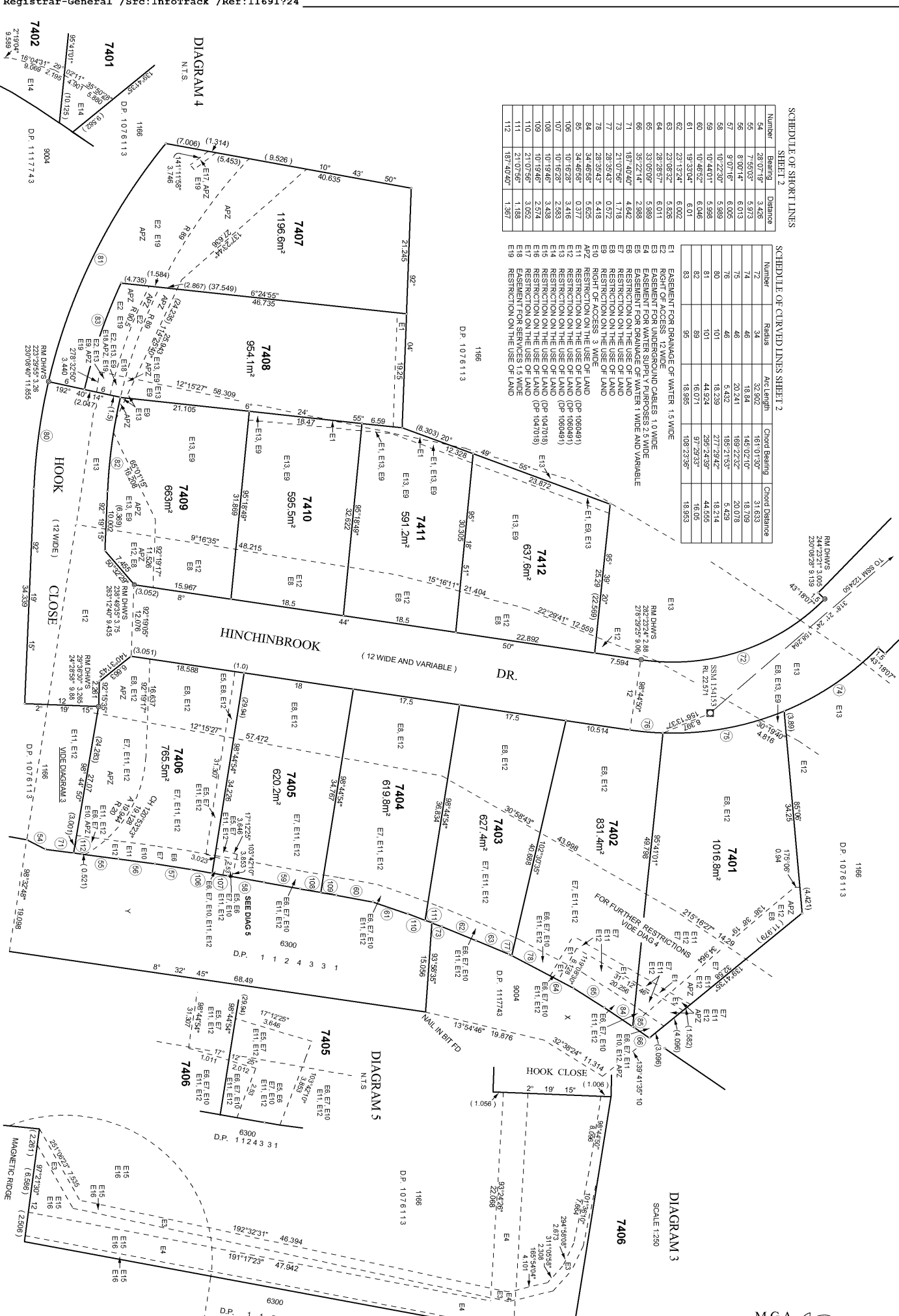


SCHEDULE OF SHORT LINES

Number	Bearing	Distance
54	28°07'19"	3.428
55	7°56'05"	5.973
56	8°00'14"	6.013
57	9°07'16"	6.005
58	10°22'30"	5.989
59	10°44'01"	5.989
60	10°46'52"	6.046
61	19°33'04"	6.011
62	23°13'24"	6.022
63	23°08'32"	5.928
64	28°28'57"	6.011
65	33°05'09"	5.989
66	35°22'14"	2.988
67	167°40'40"	4.542
68	167°40'40"	4.542
69	21°07'35"	0.718
70	23°34'53"	3.416
71	23°34'53"	3.416
72	23°34'53"	3.416
73	21°07'35"	0.718
74	23°34'53"	3.416
75	34°46'35"	3.525
76	34°46'35"	3.525
77	10°18'25"	3.488
78	10°18'25"	3.488
79	10°18'25"	3.488
80	10°18'25"	3.488
81	10°18'25"	3.488
82	21°07'35"	0.718
83	167°40'40"	1.367

SCHEDULE OF CURVED LINES SHEET 2

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



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

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

LGA: SHELLHARBOUR  
 Locality: SHELL COVE  
 Subdivision No.:

Registered  
 17-7-2008

DP1126990



**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 1 of 2 sheet(s)

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

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

1. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (E1)
2. RESTRICTION ON THE USE OF LAND
3. RIGHT OF ACCESS 12 WIDE (E2)
4. EASEMENT FOR UNDERGROUND CABLES 1 WIDE (E3)
5. EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE (E4)
6. EASEMENT FOR DRAINAGE OF WATER 1 WIDE AND VARIABLE (E5)
7. RESTRICTION ON THE USE OF LAND (E6)
8. RESTRICTION ON THE USE OF LAND (E7)
9. RESTRICTION ON THE USE OF LAND (E9)
10. RESTRICTION ON THE USE OF LAND (E8)
11. RIGHT OF ACCESS 3 WIDE (E10)
12. RESTRICTION ON THE USE OF LAND (E14)
13. RESTRICTION ON THE USE OF LAND
14. RESTRICTION ON THE USE OF LAND
15. RESTRICTION ON THE USE OF LAND (APZ)
16. RESTRICTION ON THE USE OF LAND (E17)
17. EASEMENT FOR SERVICES 1.5 WIDE (E18)
18. RESTRICTION ON THE USE OF LAND (E19)
19. RESTRICTION ON THE USE OF LAND

IT IS INTENDED TO DEDICATE AS PUBLIC ROAD WITH RESTRICTIONS-

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

Use PLAN FORM 6A

for additional certificates, signatures, seals and statements

**Crown Lands NSW/Western Lands Office Approval**

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

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

**Subdivision Certificate**

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

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

\* Authorised Person/General Manager/Accredited Certifier

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

\* Delete whichever is inapplicable.

**DP1126990**

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

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

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

**Surveying Regulation, 2006**

I, **MATTHEW B. SMITH**  
of **CRAVEN ELLISTON & HAYES (DAPTO) PTY LTD**  
ABN 81 056 544 604  
a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on 11/3/2008

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

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

Datum Line: SSM 122450 – SSM 126827  
Type: Urban

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

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

SURVEYOR'S REFERENCE :D207243

\* OFFICE USE ONLY

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 2 of 2 sheet(s)

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

**DP1126990**

Registered:  17-7-2008

Subdivision Certificate No:

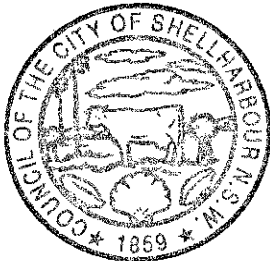
Date of Endorsement:

**THE COMMON SEAL of**

THE COUNCIL OF THE CITY OF SHELLHARBOUR

was affixed on **9 May** 2008

pursuant to a resolution made on 28 November 2006



*[Signature]*

Mayor

*[Signature]*

General Manager

*[Signature]*

\* OFFICE USE ONLY

**Applicant:**

JYP Legal  
Level 10, 50 Margaret Street, Sydney NSW 2000  
SYDNEY NSW 2000

[jane@successfulways.com.au](mailto:jane@successfulways.com.au)

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

**Applicants Reference: JP:11691/24**

**Certificate No: PL0015/2024**

**Print Date: 10 January 2024**

**LAND DESCRIPTION:**

**118 Harbour Boulevard SHELL COVE NSW 2529**

**Lot 12 DP 271103**

**Land ID: 33797**

**Disclaimer**

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

**Title Information**

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

**Inspection of the land**

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

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

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

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

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

**Local Environmental Plan**

Shellharbour Local Environmental Plan 2013.  
Reference should also be made to NSW Legislation website  
[www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au) for full details regarding this LEP.

**State Environmental Planning Policies**

SEPP No 65 - Design Quality Of Residential Flat Development.

SEPP - Building Sustainability Index: Basix 2004.

SEPP - (Exempt & Complying Development Codes) 2008.

SEPP (Housing) 2021

SEPP (Biodiversity & Conservation) 2021

SEPP (Industry & Employment) 2021

SEPP (Planning Systems) 2021

SEPP (Primary Production) 2021

SEPP (Resilience & Hazards) 2021

SEPP (Resources & Energy) 2021

SEPP (Transport & Infrastructure) 2021

SEPP - (Precincts Regional) 2021.

Please see the NSW Department of Planning & Environment website  
[www.planning.nsw.gov.au](http://www.planning.nsw.gov.au) and the Legislation website [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)  
for details on State Environmental Planning Policies.



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

The Shellharbour Development Control (DCP) is Council's only DCP and applies to all of the Shellharbour City Council area except for the land at Calderwood covered by State Environmental Planning Policy (Precincts - Regional) 2021 Appendix 5 Calderwood.

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

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

**Technical Policies**

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

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

**Planning Proposal – Local Environmental Plans**

No exhibited Draft Local Environmental Plans.

**Draft State Environmental Planning Policies**

The Explanation of Intended Effect (EIE) is being publicly exhibited by the Department of Planning and Environment until 23/02/2024. It proposes changes to the R2 Low Density Residential Zone and R3 Medium Density Residential Zone where they are located within a certain distance of:

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

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

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

.....

**Exhibited Technical Policies**

There are no Exhibited Technical Policies on this land.

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

No exhibited draft Development Control Plans apply to the land.

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

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

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

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

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

Shellharbour LEP 2013 - R2 Low Density Residential.

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

Shellharbour LEP 2013 - R2: Home occupations.

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

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

.....

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

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

**2.5 Whether additional permitted uses apply to land?**

Shellharbour LEP 2013 - No.

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

Shellharbour LEP 2013 - No.

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

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

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

Shellharbour LEP 2013 - No.

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

Shellharbour LEP 2013 - No.

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

Shellharbour LEP 2013 - No.

**3. CONTRIBUTIONS PLAN**

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

Shellharbour Local Infrastructure Contributions Plan 2019 (9<sup>th</sup> Review)  
(Amendment 1).

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

.....  
3.2 If the land is in a special contributions area under the Act, Division 7.1, the name of the area?

No.

4. **COMPLYING DEVELOPMENT**

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

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

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

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

**Housing Code**

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

**Rural Housing Code**

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

**Agritourism and Farm Stay Accommodation Code**

Complying development under the Agritourism and Farm Stay Accommodation MAY be carried out on the land.

**Low Rise Housing Diversity Code**

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

**Greenfield Housing Code**

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

.....  
**Housing Alterations Code**

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

**General Development Code**

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

**Industrial and Business Alterations Code**

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

**Industrial and Business Buildings Code**

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

**Container Recycling Facilities Code**

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

**Subdivisions Code**

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

**Demolition Code**

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

**Fire Safety Code**

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

**5 EXEMPT DEVELOPMENT**

- 5.1** If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.16(1) (b1) to (d) or 1.16A.
- 5.2** If exempt development may not be carried out on the land because of the provisions of clauses 1.16(1) (b1) to (d) or 1.16A, the reasons why it may not be carried out under those clauses.

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

5.4 If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

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

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

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

No.

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

No.

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

No.

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

7. **LAND RESERVED FOR ACQUISITION**

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

Shellharbour LEP 2013 - No.

8. **ROAD WIDENING AND ROAD ALIGNMENT**

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

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

No.

**(b) Any environment planning instrument?**

No.

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

No.

**9 FLOOD RELATED DEVELOPMENT CONTROLS**

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

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

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

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

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

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

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

**10.1 Landslip**

No.

**10.2 Bushfire**

No.

.....  
**10.3 Tidal Inundation**

No.

**10.4 Subsidence**

No.

**10.5 Acid Sulphate Soils**

No.

**10.6 Contamination**

No.

**10.7 Aircraft Noise**

No.

**10.8 Salinity**

No.

**10.9 Coastal Hazards**

No.

**10.10 Sea Level Rise**

No.

**10.11 Any Other Risk**

No.

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

**11. BUSH FIRE PRONE LAND**



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

No.

12. **LOOSE FILL ASBESTOS INSULATION**

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

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

13. **MINE SUBSIDENCE**

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

No.

14. **PAPER SUBDIVISION INFORMATION**

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

Not applicable.

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

Not applicable.

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

15. **PROPERTY VEGETATIONS PLAN**

15.1 Does an approval property vegetation plan under the *Native Vegetation Act 2003* Part 4 apply to the land, being a plan to which the council has been notified of its existence by the person or body that approved the plan under that Act?

No.

16. **BIODIVERSITY STEWARDSHIP SITES**

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

No.

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

17. **BIODIVERSITY CERTIFIED LAND**

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

No.

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

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

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

No.

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

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

Not applicable.

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

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

20. **WESTERN SYDNEY AEROTROPOLIS**

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

21. **DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING**

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

No.

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

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

No.

22.2 The period for which the certificate is current is?

Not Applicable.

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

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

No.

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

No.

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

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.

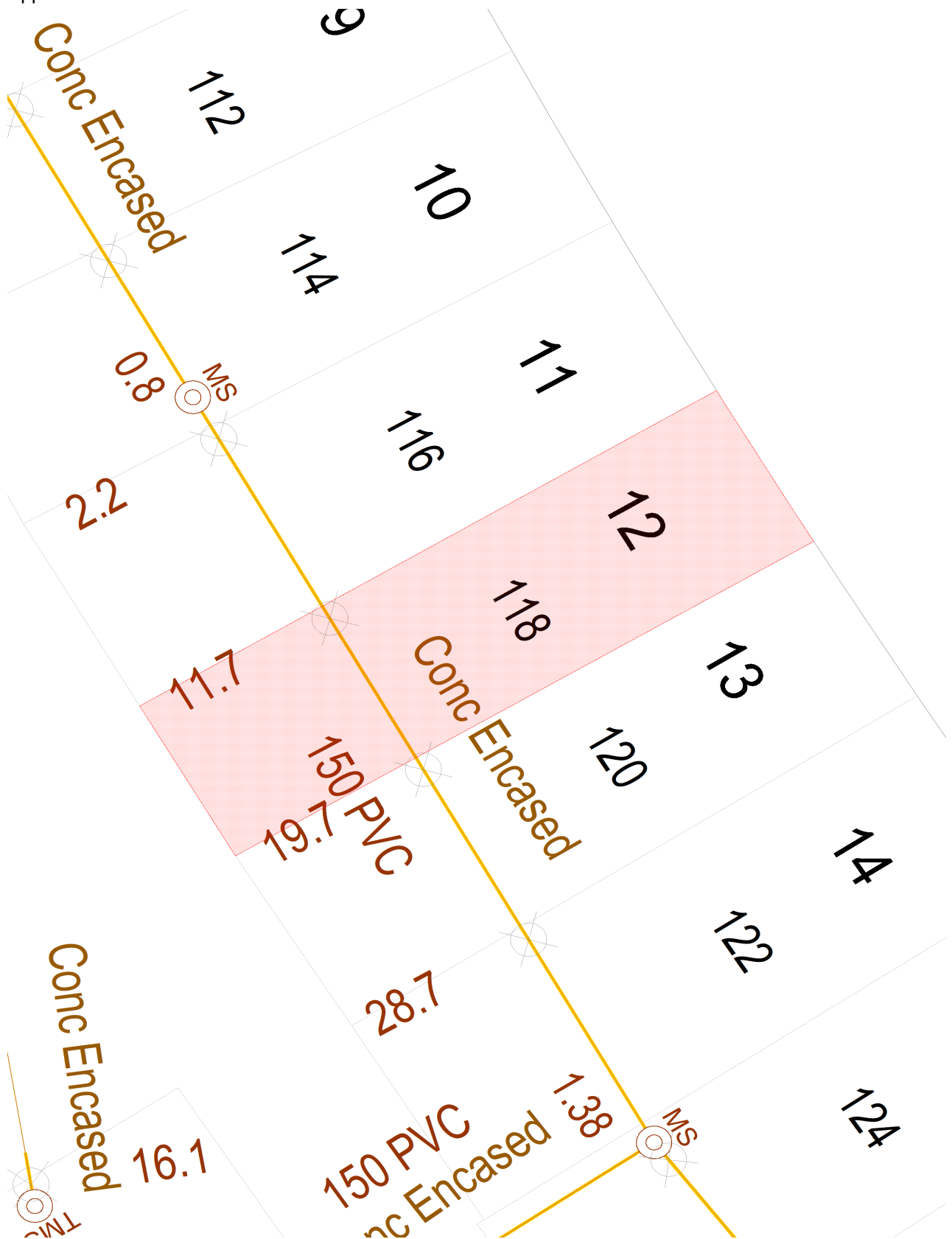
<b>PART B: NOTATIONS</b>
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There are no Part B notations on this property.

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

**Authorised by:**  
**Mike Archer**  
**Chief Executive Officer**

Service Location Print  
Application Number: 8003065339



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**Disclaimer**

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

# Asset Information

## Legend

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

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## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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11 January 2024

**Infotrack Pty Limited**

**Reference number: 8003065346**

**Property address: 118 Harbour Bvd Shell Cove NSW 2529**

## **Sewer service diagram is not available**

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Jodie Gray  
Manager Customer Accounts