

ROBERT J MAGUIRE LL.M.MBA
Solicitor & Conveyancer

A. B.N. 16 678 364 475

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24th September 2024

The Manager
Coastside First National Real Estate
18/ 23 Addison Street
SHELLHARBOUR NSW 2529

Phone: 02 42 95 5033
Attn:
Email: admin@coastsidefn.com.au

Dear Sir

RE: CONTRACT
Vendor: Yvonne Denise HUTCHINS
Property: Lot 34 Apart 108 E2 Apartments 15 Cormorant Way
SHELL COVE NSW
Folio Identifier: Registered Strata Plan being 34/SP108419

We enclose herewith one original Contract for sale of the above mentioned Property as directed by our client.

Please retain the original Contracts for signature and hand out copies only to prospective purchasers.

Thankyou for your assistance.

Yours faithfully


R J Maguire

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	COASTSIDE FIRST NATIONAL REAL ESTATE 18/23 ADDISON STREET SHELLHARBOUR NSW 2529	phone: 02 42 95 5033 email: admin@coastsidefn.com.au
co-agent		
vendor	YVONNE DENISE HUTCHINS 26a COWRIES AVENUE SHELL COVE NSW 2529	
vendor's solicitor	R J MAGUIRE SOLICITOR PO BOX 265 SOUTHGATE SYLVANIA NSW 2224	phone: 0419 600 070 email: abrm1@bigpond.com ref: HUTCHINS
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	APARTMENT 108, E2 APARTMENTS, 15 CORMORANT WAY SHELL COVE NSW 2529 Lot 34 STRATA PLAN 108419 Folio Identifier 34/SP108419	
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: 1 x STORAGE SPACE	
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 type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input checked="" type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: Main Building key access to Front Door & Swimming Pool Security gate, Clothes Dryer, Microwave oven, 2 x Remote Control units to Garage Door, Access to Lifts, Water outlet to Fridge,
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	
balance	_____ (10% of the price, unless otherwise stated)
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

SIGNING PAGE

VENDOR	PURCHASER
<p data-bbox="159 226 277 258">Signed by</p> <p data-bbox="159 436 240 468">_____ Vendor</p> <p data-bbox="159 646 240 678">_____ Vendor</p>	<p data-bbox="850 226 969 258">Signed by</p> <p data-bbox="850 436 969 468">_____ Purchaser</p> <p data-bbox="850 646 969 678">_____ Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p data-bbox="159 930 792 1014">Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p data-bbox="159 1171 467 1203">_____ Signature of authorised person</p> <p data-bbox="508 1171 816 1203">_____ Signature of authorised person</p> <p data-bbox="159 1276 467 1308">_____ Name of authorised person</p> <p data-bbox="508 1276 816 1308">_____ Name of authorised person</p> <p data-bbox="159 1381 467 1413">_____ Office held</p> <p data-bbox="508 1381 816 1413">_____ Office held</p>	<p data-bbox="850 930 1484 1014">Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p data-bbox="850 1171 1159 1203">_____ Signature of authorised person</p> <p data-bbox="1200 1171 1508 1203">_____ Signature of authorised person</p> <p data-bbox="850 1276 1159 1308">_____ Name of authorised person</p> <p data-bbox="1200 1276 1508 1308">_____ Name of authorised person</p> <p data-bbox="850 1381 1159 1413">_____ Office held</p> <p data-bbox="1200 1381 1508 1413">_____ Office held</p>

Choices

Vendor agrees to accept a **deposit-bond** NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4) PEXA

Manual transaction (clause 30) NO yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

Land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

GST-free because the sale is the supply of a going concern under section 38-325

GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

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

NET STRATA
PO BOX 265 HURSTVILLE NSW 1481

CERTIFICATE UNDER SECTION 66W CONVEYANCING ACT, 1919

-----certify as follows:-

- (a) I am *a conveyancer currently licensed to practice
I am *a solicitor/barrister currently admitted to practice in the State of New
South Wales
- (b) This certificate is given in accordance with Section 66W of the Conveyancing
Act, 1919, with reference to a Contract for Sale of the property at

Between

Vendor -----

Purchaser -----

in order to waive the cooling off period to -----

waive the cooling off period in relation to the Contract.

(c) I do not act for the vendor(s) and am not employed in the practice of a
conveyancer or solicitor acting for the vendor(s), nor am I a member or employee of a
firm of which a conveyancer or solicitor acting for the vendor(s) is a member or
employee.

- (d) I have explained to the purchaser(s):-
(i) the effect of the Agreement for Sale of property;
(ii) the nature of this certificate; and
(iii) the effect of giving this certificate to the vendor(s).

Dated this

day of

2002

SIGNED

*DELETE as appropriate

SPECIAL CONDITIONS

1. The Purchaser acknowledges that it has not been induced to enter into this contract by any warranties or representations whatsoever except such as are expressly herein contained.
2. The Purchaser purchases the property in its present condition and state of repair and shall not make any requisition, objection or claim for against the Vendor in respect of such matters nor shall the Vendor be required to carry out any repairs, alterations or additions to the property.
3. The Contract of Sale is amended as follows:
 - (a) Clause 7.1.1 is amended by deleting "5%" and inserting in lieu thereof "1%"
4. Should the Purchaser or the Vendor (or any of them) die or become mentally incapable or being a company be wound up or go into liquidation then either Party may at any time thereafter rescind this Contract by notice in writing to the Purchaser or the Vendor or his Solicitor whereupon the provisions of Clause 19 shall apply.
5. If a party is entitled to serve a Notice to Complete it is sufficient as to time if it requires completion to take place by 3.00 pm on a day not less than fourteen (14) days from the date of service of the Notice. If a Notice to Complete is issued by the Vendor the Purchaser shall pay to the Vendor on settlement an amount of \$330.00 by way of liquidated damages.
6. The Purchaser warrants that he has not been introduced to the Vendor or to the property by any Real Estate agent other than the agent named in this Contract and the Purchaser indemnifies the Vendor in respect of any claim for Real Estate agent's commission and other costs as a result of a breach of this warranty.
7. If the Purchaser has not completed this Contract by the Completion Date other than due to the default of the Vendor then the Purchaser shall pay interest on the balance of the purchase price at the rate of ten percent(10%) per annum from the Completion Date until the actual date of completion and such interest shall be paid to the Vendor on completion in addition to the purchase price and any other monies payable by the Purchaser to the Vendor.
8. It is agreed and declared that the Purchaser shall not require a discharge or transfer to the Vendor reconveyance of any mortgage or caveat or encumbrance to be registered prior to completion but will accept on completion a duly executed discharge or Transfer or withdrawal in registrable form upon receiving an adjustment in the balance in the purchase price of the fee for the appropriate registration.

9. The Purchaser acknowledges that he is purchasing the property and shall take Title thereto subject to existing Water, Gas and Electricity, Telephone and other installations or services (if any) and shall not make any requisitions, objections or claim for compensation in respect of:
 - (a) the nature, location, availability or non-availability of any such service;
or
 - (b) if any such service is a joint service with any other property or properties;
or
 - (c) if any services for any other property or properties or the pipes or connections thereof pass through the subject property.
10. The Purchaser shall, upon request, release the deposit paid herein or part thereof to the Vendor's Solicitor for payment out as a deposit or toward the balance of the purchase price on the Vendor's purchase of another property or for stamp duty on the Vendor's purchase and the Vendor shall at any time provide the Purchaser with sufficient details of that property to allow the Purchaser to trace the deposit monies.
11. If a survey is attached hereto then no objection, requisition or claim for compensation shall be made in respect of any matter disclosed in the survey attached hereto.
12. The Purchaser warrants that he has not discussed and it is not intended to discuss any matters with the Vendor in respect of the means of payment for the property or in respect of any finance that the Purchaser has or anticipates obtaining in relation to such payment and it is warranted that any such finance has been secured by the Purchaser. It is further acknowledged by the Purchaser that the Consumer Credit Code shall have no application in respect of this transaction and that the Purchaser has sought independent legal advice in relation to this matter and hereby indemnifies the Vendor against all claims, actions or proceedings of whatsoever nature that the Purchaser may take or that others may take on behalf of the Purchaser in relation to Consumer Credit code.
13. The Purchaser acknowledges that a sufficient statement of the Vendor's title shall be deemed to be included in the description of the property herein and that such statement shall have been deemed to have been given at the date of making of this Contract. If the Transfer or Conveyance is not submitted by the Purchaser or his Solicitor / Conveyancer or created in PEXA 21 days before completion the Purchaser shall pay to the Vendor on settlement the amount of \$110.00 as liquidated damages to reimburse the Vendor for additional costs incurred as a result of the Purchaser's default.

14. 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 Pool Act, 1992 and the regulations prescribed therein. 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 provision shall not merge on completion.

15. If the deposit payable pursuant to this Contract is less than ten percent (10%) of the purchase price and should the Purchaser be in breach of any of the terms of this Contract, under circumstances entitling the Vendor to a forfeiture of the deposit, then the deposit to be forfeited to the Vendor shall be an amount equivalent to ten percent (10%) of the purchase price and the Vendor shall be entitled to recover this amount and this clause shall not merge on termination of this Contract.

16. Annexed to this Contract is the form of Requisitions to be used herein by the Purchaser. The Vendor shall not be required to answer requisitions other than the requisitions in the form annexed and the Copyright Form must be submitted in accordance with the terms of this Contract.

FromPurchasers Solicitor

ToVendors Solicitor

Date:.....

REQUISITIONS ON TITLE 2008 EDITION

RE:..... Purchase From

Property.....

In these Requisitions:-

- (a) the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender.
- (b) "the Act" means the Strata Schemes Management Act 1996.
- (c) "amending Act" means the Strata Schemes Management Amendment Act 2004.
- (d) "common property" and "Lot" have the meanings ascribed to them by Section 5(1) of the Strata Titles (Freehold Developments) Act 1973.
- (e) "parcel" means land, improvements and fixtures.
- (f) "land" means the land only.
- (g) "improvements" means improvements and fixtures.
- (h) "clause" and "clauses" mean a clause or clauses in the 2005 Edition of the Contract for Sale of Land.

REQUISITIONS	REPLIES	RESPONSE
1. The Vendor must comply on completion with Clauses 15, 16.1, 16.3, 16.5, 16.12 and 17.1.	Noted	
2. The Vendor must comply before completion with any work order in accordance with Clauses 11.1 and 14.8.	Noted	
3. The Vendor must comply with Clauses 23.11, 23.13 and 23.18.1.	Noted	
4. Is there any pending litigation against the Vendor and/or in respect of the land or common property or lot? If so, please give full details.	No	
5. Has the Vendor been served with any notice, order or claim arising from any of the following statutes:- (a) Family Provision Act 1982 (NSW Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Law Act 1975 (Commonwealth Statute)? If so, please advise full details.	No No No	
6. If the Vendor has any liability in respect of fixtures and/or inclusions within the lot under any credit contract, hire-purchase agreement, security instrument in goods, leasing agreement, lien, charge or otherwise encumbered, the Vendor must satisfy any such liability on or before completion.	No	
7. The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registerable forms to remove them, properly executed, must be tendered at completion.	Noted	
8. If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver over the company's assets and property? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?	Does not Apply	

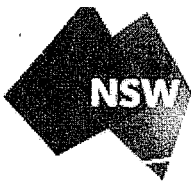
REQUISITIONS	REPLIES	RESPONSE
<p>9. If the sale of the property is subject to an existing tenancy:-</p> <p>(a) (If not already supplied) The Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid.</p> <p>(b) Has there been any breach of the lease in which case such breach must be remedied before completion.</p> <p>(c) Rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2.</p> <p>(d) The lease (stamped) and, if necessary, registered should be handed over to the Purchaser on completion.</p> <p>(e) (If applicable) The Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from completion.</p> <p>(f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.</p>	<p>Does Not Apply</p> <p>Does Not Apply</p> <p>Does Not Apply</p> <p>Does Not Apply</p> <p>Does Not Apply</p> <p>Does Not Apply</p>	
<p>10. If the lot is sold "off-the-plan":-</p> <p>(a) The Vendor must provide the Purchaser before completion with:-</p> <p>(i) an Occupation Certificate (or a copy) issued as required by Section 109M(1) of the Environmental Planning and Assessment Act 1979.</p> <p>(ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion.</p> <p>(iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979.</p> <p>(iv) evidence that a final Fire Safety Certificate has been issued for the building.</p> <p>(b) Has the Vendor complied fully with the local Council's Conditions of Development Consent in respect of the Strata Scheme Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified.</p> <p>(c) Has the Builder complied with the sound insulation provisions contained in the Building Code of Australia which came into effect on 1 May 2004?</p> <p>(d) Has the owners corporation complied with its obligations relating to its sinking fund which were imposed on it by the amending Act?</p> <p>(e) The Vendor must comply with Clause 28 before completion.</p>	<p>Does Not Apply</p> <p>Does Not Apply</p> <p>Does Not Apply</p> <p>Does Not Apply</p> <p>Does Not Apply</p> <p>Does Not Apply</p> <p>Does Not Apply</p> <p>Does Not Apply</p>	
<p>11. If the Vendor is an executor and/or trustee:-</p> <p>(a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustee's receipt.</p> <p>(b) Alternatively, do you require payment of the amount payable to the Vendor to be made into an Estate bank account?</p> <p>(c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please produce your written authority before settlement.</p> <p>(d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.</p>	<p>Does Not Apply</p> <p>Does Not Apply</p> <p>Does Not Apply</p> <p>Does Not Apply</p>	
<p>12. If the Transfer will be signed under Power of Attorney:-</p> <p>(a) Please produce before completion a copy of the registered Power of Attorney, and</p> <p>(b) Please provide written evidence of its non-revocation.</p>	<p>Does Not Apply</p> <p>Does Not Apply</p>	
<p>13. Is the parcel situated within an aircraft flight path? If so, on what basis and what curfew applies?</p>	<p>Purchaser should rely on own enquiries</p>	
<p>14. Rates, taxes and levies must be adjusted in accordance with Clauses 14, 23.3 - 23.7 inclusive and the Vendor must comply with Clause 16.6</p>	<p>Noted</p>	
<p>15. Is the lot or the building which contains the lot affected by the Rural Fires Act 1997? If so, is the land on which the building is erected a bushfire hazard or bush-</p>	<p>No</p>	

REQUISITIONS	REPLIES	RESPONSE
16. Is the land on which the building is erected affected by the Contaminated Land Management Act 1997? If so, have any notices or orders been served on the owners corporation and have they been complied with?	Not as far as Vendor is Aware	
17. Are there any outstanding notices issued under:- (a) Section 121H of the Environmental Planning and Assessment Act 1979, and/or (b) Section 735 of the Local Government Act 1993 in relation to the lot? If so, the Vendor should fully comply with any such notices before completion. If such notices were served on the owners corporation, have they been complied with or when does the owners corporation intend to so comply?	No No	
18. Is the Vendor aware of any notice or order having been served on the owners corporation by the local Council under Section 124 of the Local Government Act 1993, including a notice or order relating to fire safety? If so, does the Vendor know whether such notice or order has been fully complied with.	No	
19. (a) Has the owners corporation complied with the provisions of the Environmental Planning and Assessment Act 1979 and its 2000 Regulation relating to fire safety measures in the building? Is the assessment and certification of such essential fire safety measures carried out every 12 months as the Regulation requires, to the Vendor's knowledge? (b) Does the owners corporation submit to the local Council an annual fire safety statement and forward a copy to the NSW Fire Brigade, to the Vendor's knowledge? Can the Vendor provide documentary evidence of such compliance? (c) Have any fire safety measures been installed in the lot, for example, smoke detectors?	As far as Vendor is Aware Vendor not Aware As fas as Vendor is Aware	
20. Has the owners corporation complied with its obligations under the Occupational Health and Safety Act 2000 and Regulations, to the Vendor's knowledge?	As far as Vendor is Aware	
21. Are there any noise problems arising from occupation of the units comprised in the building? Have the proprietors complied with by-laws 1 and 14 of Schedule 1 to the Act? Is there any outstanding notice which relates to noise problems in the lot or in any adjoining lots?	No	
22. Has the Vendor received any notice from the owners corporation under Section 45 of the Act? If so, please advise details of such notice which should be complied with before completion.	No	
23. Has the owners corporation or the owner of any lot taken any action in relation to the common property under Section 65A of the amending Act? If so, please advise details.	No	
24. Has the owners corporation granted any licence under Section 65B of the amending Act? If so, please give details.	No	
25. Does the Vendor know whether there is any outstanding notice which was issued to the owners corporation under Section 65C of the amending Act? If so, please advise details.	No	
26. Have any orders been made by an Adjudicator under Division 11 of Chapter 5 of the Act, to the Vendor's knowledge? If so, please provide a copy of any such orders.	No	
27. If a Swimming Pool is included in the parcel:- (a) Was its construction approved by the local Council? Please furnish a copy of such approval. (b) Have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with?	Does Not Apply Does Not Apply	
28. Has the Vendor or any predecessor in title been bankrupt or are there any pending		

REQUISITIONS	REPLIES	RESPONSE
29. Is the Vendor aware of any building works having been done on the parcel to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide evidence that such legislation has been complied with.	Vendor not Aware	
30. Is the Vendor under a legal obligation to contribute to works already carried out or to be carried out in relation to the lot and/or parcel? (a) In the case of the lot, the Vendor should discharge such liability before completion or make an appropriate cash allowance on completion. (b) In the case of the parcel, the Vendor must comply with Clauses 23.5, 23.6 and 23.7.	No No	
31. Does the Vendor know whether the provisions of the Local Government Act 1919 or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to strata scheme subdivisions, buildings, alterations and additions have been complied with in relation to the parcel and lot?	As fas as Vendor is Aware	
32. In relation to the by-laws of the Owners Corporation:- (a) Has the Owners Corporation resolved to make any changes to the statutory by-laws? If so, please advise details or provide a copy of any such changes. (b) Has the Vendor as at date of the contract complied with all by-laws applicable to the strata scheme? If not, Vendor should do so before completion.	Check Search on Contract Yes	
33. Is the "initial period" as defined in Part 1 of the Dictionary to the Act still in existence or has it expired? Has the Owners Corporation made a by-law under Section 56 of the Act? If so, please provide a copy.	Yes	
34. Is the Vendor aware of any breach of Section 117 of the Act? If so, please give details and advise whether the Owners Corporation has resolved or is proposing to take any action in respect of such breach.	No	
35. Is the Vendor aware of any outstanding notice issued by the local Council or any statutory authority to the Owners Corporation which it has not complied with? If so, please advise details or provide a copy of any such notice.	No	
36. What levies have been determined under Sections 76 and 78 of the Act? Please advise the date to which such levies have been paid.	See 109 Certificate	
37. (If not already provided to the Purchaser). Please provide a copy of the Minutes of the last:- (a) Annual General Meeting of the Owners Corporation. (b) (If applicable) Extraordinary General Meeting of the Owners Corporation. (c) Meeting of the Executive Committee.	Purchaser should rely on own enquiries	
38. The Purchaser reserves his contractual rights given by Clause 23.9 to rescind the contract, if any condition referred to in this clause arises before completion.	Noted	
39. The Vendor must provide at settlement a direction in accordance with Clause 20.5.	Noted	

DISCLAIMER

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LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

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

FOLIO: 34/SP108419

SEARCH DATE	TIME	EDITION NO	DATE
24/9/2024	1:32 PM	2	23/9/2024

LAND

LOT 34 IN STRATA PLAN 108419
AT SHELL COVE
LOCAL GOVERNMENT AREA SHELLHARBOUR

FIRST SCHEDULE

YVONNE DENISE HUTCHINS

(T AU438184)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP108419

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP108419

SEARCH DATE	TIME	EDITION NO	DATE
24/9/2024	1:32 PM	1	9/8/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 108419
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SHELL COVE
LOCAL GOVERNMENT AREA SHELLHARBOUR
PARISH OF TERRAGONG COUNTY OF CAMDEN
TITLE DIAGRAM SP108419

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 108419
ADDRESS FOR SERVICE OF DOCUMENTS:
15 CORMORANT WAY
SHELL COVE NSW 2529

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 DP1238340 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1238340 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1238340 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1238340 EASEMENT FOR DRAINAGE OF WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 SP108419 EASEMENT FOR EMBEDDED UTILITY ELECTRICITY INFRASTRUCTURE (WHOLE OF LOT) AFFECTING THE LAND ABOVE DESCRIBED
- 8 SP108419 EASEMENT FOR EMBEDDED HOT WATER SERVICE (WHOLE OF LOT) AFFECTING THE LAND ABOVE DESCRIBED
- 9 SP108419 EASEMENT FOR EMBEDDED SOLAR GENERATION INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 SP108419 EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH AFFECTING

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP108419

PAGE 2

SECOND SCHEDULE (10 NOTIFICATIONS) (CONTINUED)

THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 108419

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 113	2	- 197	3	- 208	4	- 202
5	- 153	6	- 150	7	- 173	8	- 113
9	- 205	10	- 210	11	- 202	12	- 153
13	- 214	14	- 119	15	- 119	16	- 209
17	- 216	18	- 208	19	- 159	20	- 220
21	- 125	22	- 124	23	- 216	24	- 220
25	- 213	26	- 162	27	- 224	28	- 131
29	- 138	30	- 178	31	- 140	32	- 191
33	- 113	34	- 131	35	- 180	36	- 140
37	- 137	38	- 151	39	- 81	40	- 81
41	- 135	42	- 186	43	- 153	44	- 142
45	- 165	46	- 84	47	- 83	48	- 142
49	- 178	50	- 140	51	- 183	52	- 108
53	- 128	54	- 175	55	- 143	56	- 185
57	- 110	58	- 140	59	- 181	60	- 149
61	- 152	62	- 154	63	- 81	64	- 83
65	- 1						

NOTATIONS

UNREGISTERED DEALINGS: NIL

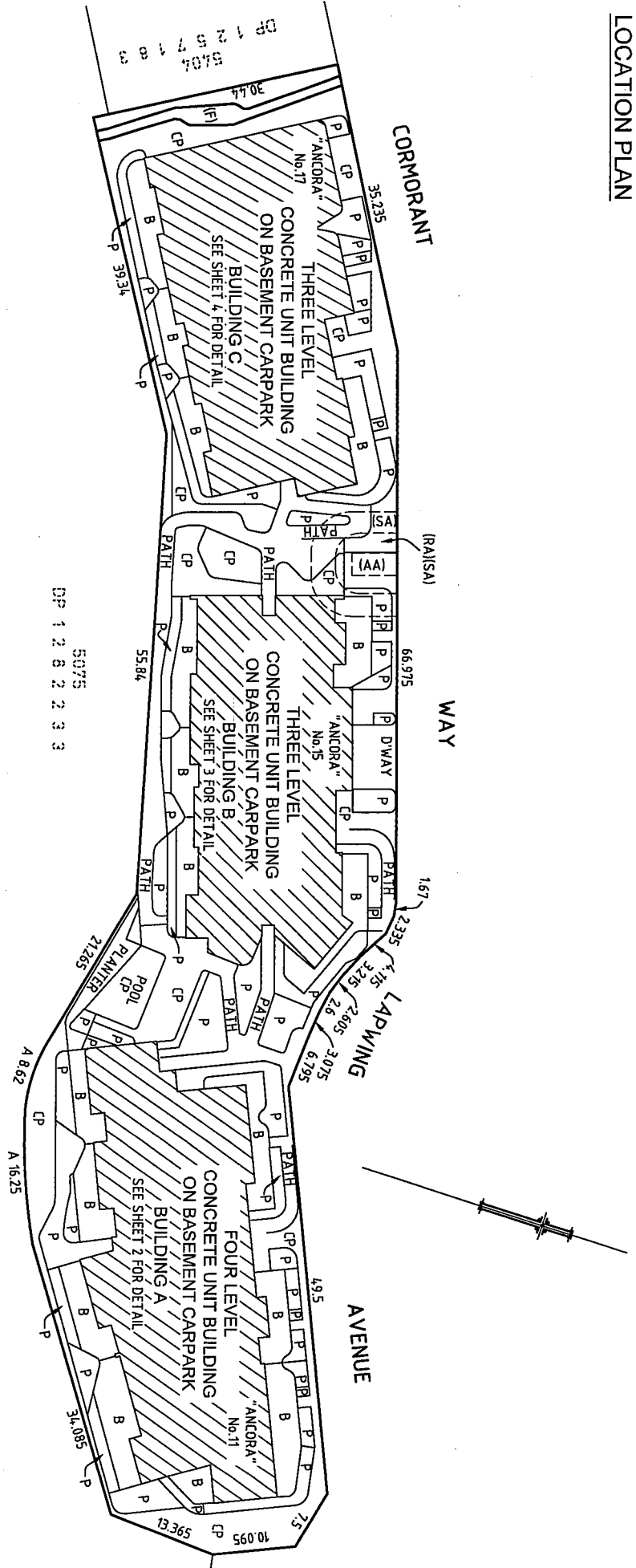
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HUTCHINS-YVONNE

PRINTED ON 24/9/2024

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

LOCATION PLAN



- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- P DENOTES PLANTER

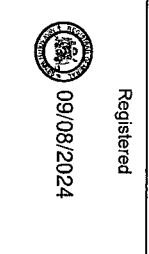
- (F) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH
- EASEMENT FOR EMBEDDED UTILITY ELECTRICITY INFRASTRUCTURE (WHOLE OF COMMON PROPERTY)
- EASEMENT FOR EMBEDDED HOT WATER SERVICE (WHOLE OF COMMON PROPERTY)

- (AA) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1238340)
- (RA) RESTRICTION ON THE USE OF LAND (DP1238340) (No.2)
- (SA) RESTRICTION ON THE USE OF LAND (DP1238340) (No.3)

Surveyor: **MARK JOHN ANDREW**
 Date: **7/03/2024**
 Surveyor's Ref: **1601522-ES6 SP**

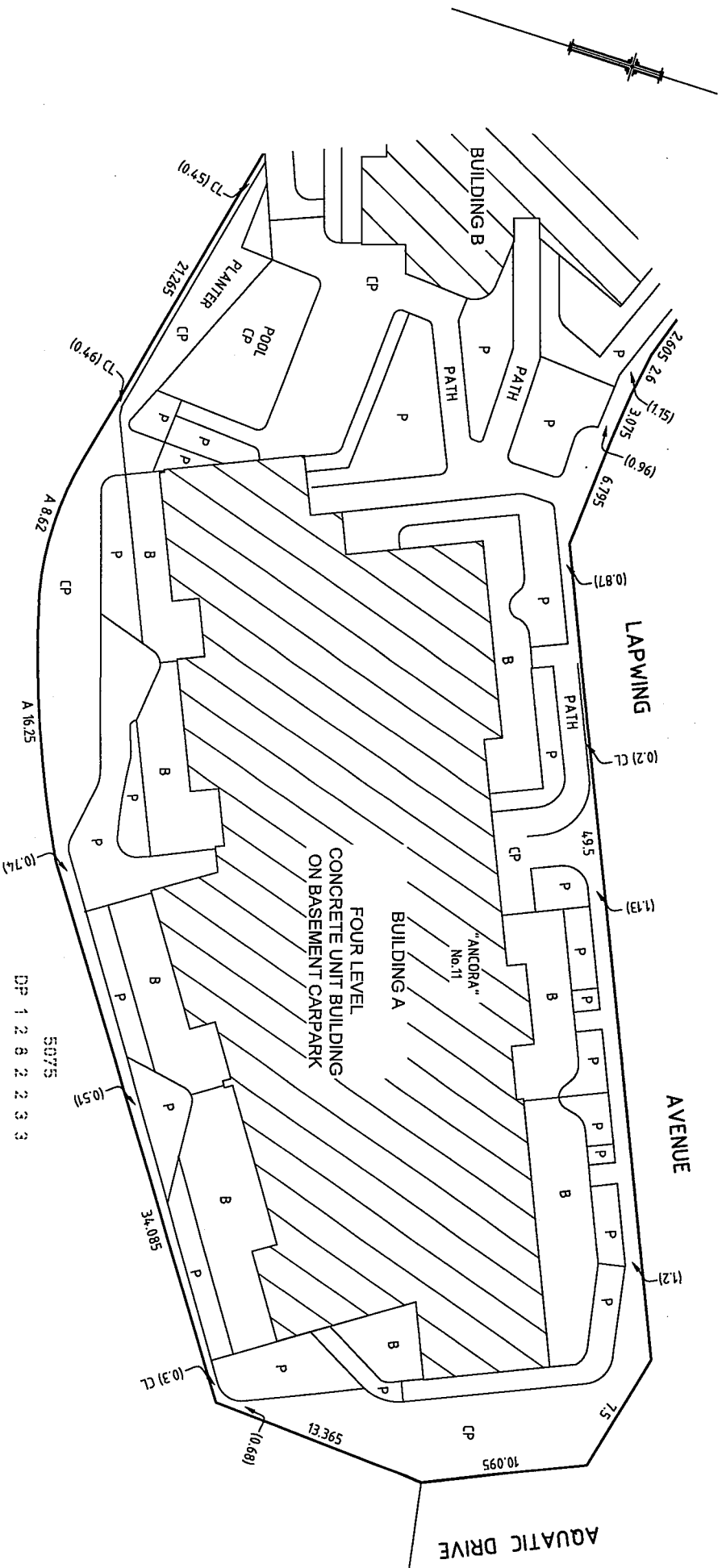
PLAN OF SUBDIVISION OF LOT 5071 IN DP1238340

L.G.A.: SHELLHARBOUR
 Locality: SHELL COVE
 Reduction Ratio: 1:500
 Lengths are in metres



SP108419

BUILDING A DIAGRAM - LOCATION PLAN



Surveyor: **MARK JOHN ANDREW**

Date: **7/03/2024**

Surveyor's Ref: **1601522-E56 SP**

PLAN OF SUBDIVISION OF LOT
5071 IN DP1238340

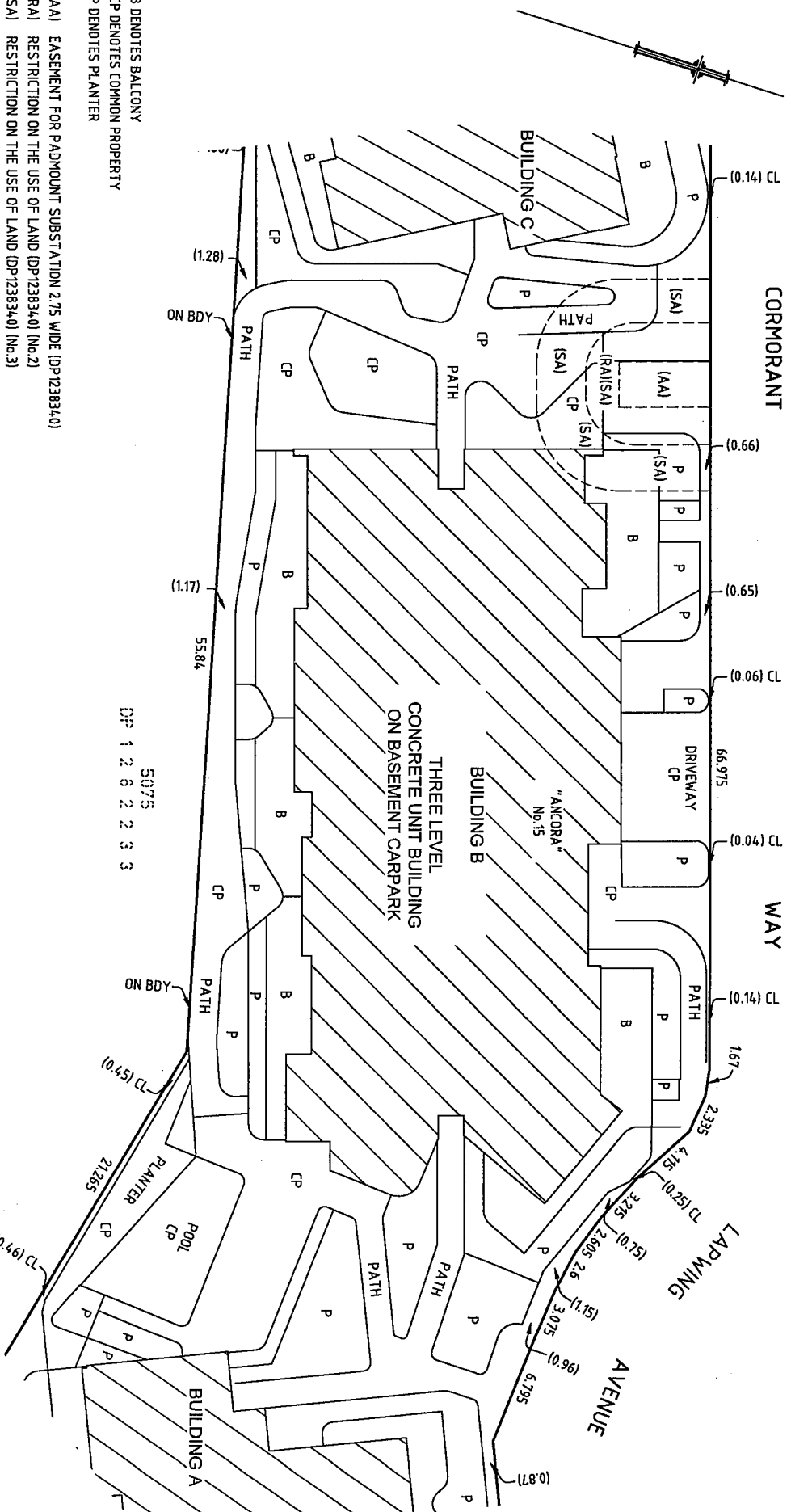
L.G.A: SHELLHARBOUR
Locality: SHELL COVE
Reduction Ratio: 1:250
Lengths are in metres



Registered
09/08/2024

SP108419

BUILDING B DIAGRAM - LOCATION PLAN



B DENOTES BALCONY
 CP DENOTES COMMON PROPERTY
 P DENOTES PLANTER
 (AA) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1238340)
 (RA) RESTRICTION ON THE USE OF LAND (DP1238340) (No.2)
 (SA) RESTRICTION ON THE USE OF LAND (DP1238340) (No.3)
 EASEMENT FOR EMBEDDED UTILITY ELECTRICITY INFRASTRUCTURE (WHOLE OF COMMON PROPERTY)
 EASEMENT FOR EMBEDDED HOT WATER SERVICE (WHOLE OF COMMON PROPERTY)

Surveyor: **MARK JOHN ANDREW**

Date: **7/03/2024**

Surveyor's Ref: **1601522-E56 SP**

PLAN OF SUBDIVISION OF LOT 5071 IN DP1238340

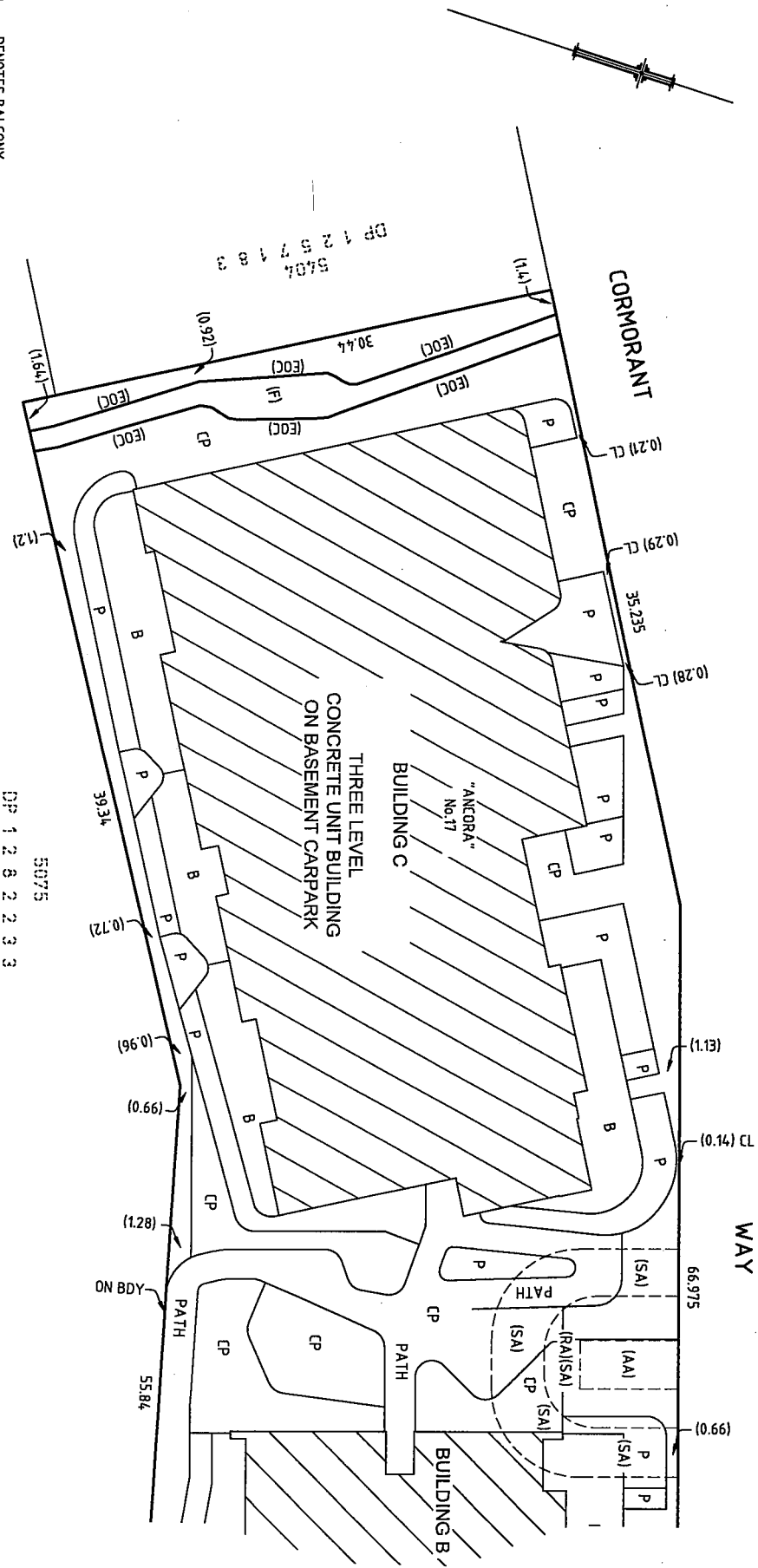
L.G.A: SHELLHARBOUR
 Locality: SHELL COVE
 Reduction Ratio: 1:250
 Lengths are in metres



Registered
 09/08/2024

SP108419

BUILDING C DIAGRAM - LOCATION PLAN




- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- P DENOTES PLANTER
- E0C DENOTES EDGE OF CONCRETE AND IS THE LIMIT OF EASEMENT F
- (AA) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1238340)
- (RA) RESTRICTION ON THE USE OF LAND (DP1238340) (No.2)
- (SA) RESTRICTION ON THE USE OF LAND (DP1238340) (No.3)

- (F) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH
- EASEMENT FOR EMBEDDED UTILITY ELECTRICITY INFRASTRUCTURE (WHOLE OF COMMON PROPERTY)
- EASEMENT FOR EMBEDDED HOT WATER SERVICE (WHOLE OF COMMON PROPERTY)

Surveyor: **MARK JOHN ANDREW**
 Date: **7/03/2024**
 Surveyor's Ref: **1601527-ES6 SP**

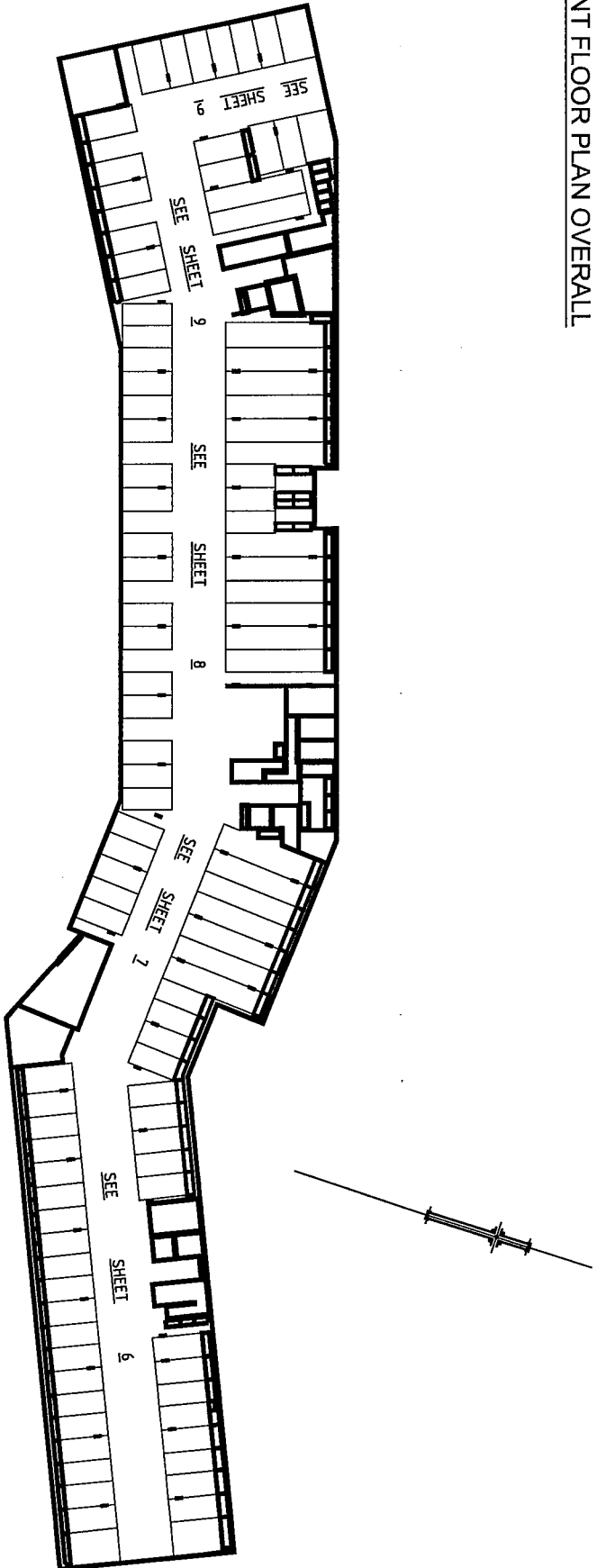
PLAN OF SUBDIVISION OF LOT 5071 IN DP1238340

L.G.A. SHELLHARBOUR
 Locality: SHELL COVE
 Reduction Ratio: 1:250
 Lengths are in metres

Registered

 09/08/2024

SP108419

BASEMENT FLOOR PLAN OVERALL



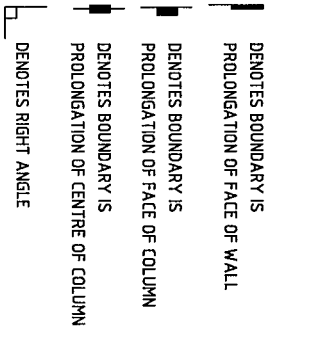
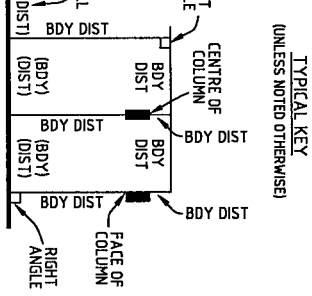
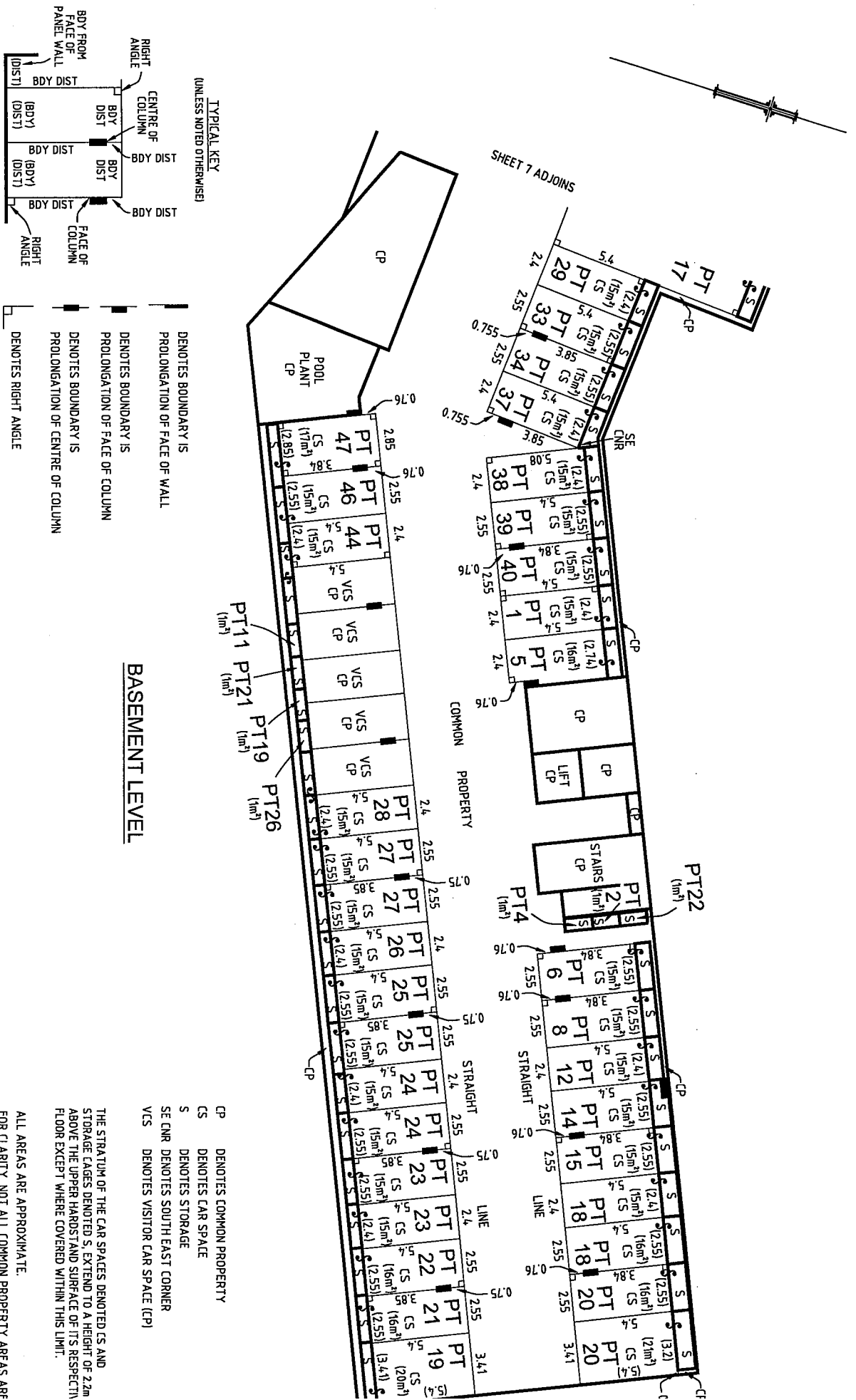
Surveyor: **MARK JOHN ANDREW**
 Date: **7/03/2024**
 Surveyor's Ref: **1601522-E56 SP**

PLAN OF SUBDIVISION OF LOT
5071 IN DP1238340

L.G.A: SHELLHARBOUR
 Locality: SHELL COVE
 Reduction Ratio: 1:500
 Lengths are in metres

Registered
 09/08/2024

SP108419



CP DENOTES COMMON PROPERTY
 CS DENOTES CAR SPACE
 S DENOTES STORAGE
 SE CUR DENOTES SOUTH EAST CORNER
 VCS DENOTES VISITOR CAR SPACE (CP)

THE STRATUM OF THE CAR SPACES DENOTED CS AND STORAGE CAGES DENOTED S, EXTEND TO A HEIGHT OF 2.2m ABOVE THE UPPER HARDEST AND SURFACE OF ITS RESPECTIVE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL AREAS ARE APPROXIMATE.
 FOR CLARITY, NOT ALL COMMON PROPERTY AREAS ARE

Surveyor: MARK JOHN ANDREW
 Date: 7/03/2024
 Surveyor's Ref: 1601522-E56 SP

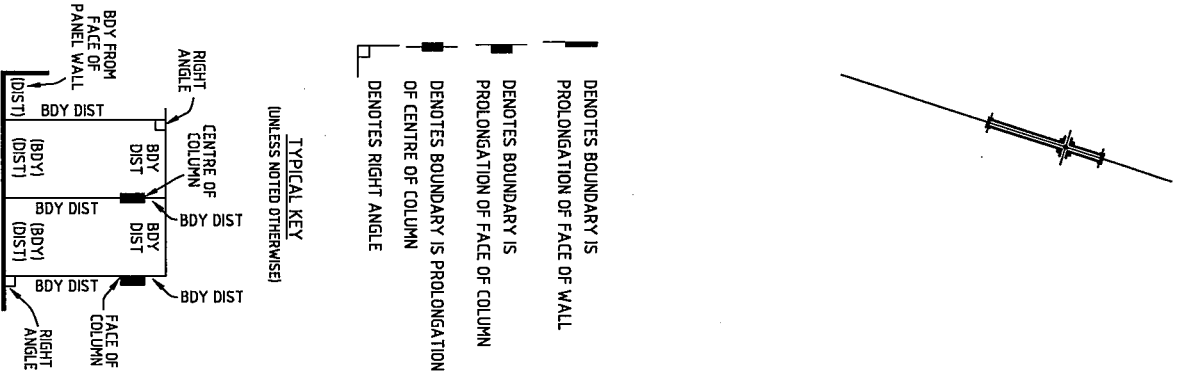
PLAN OF SUBDIVISION OF LOT
 5071 IN DP1238340

L.G.A: SHELLHARBOUR
 Locality: SHELL COVE
 Reduction Ratio: 1:200
 Lengths are in metres



Registered
 09/08/2024

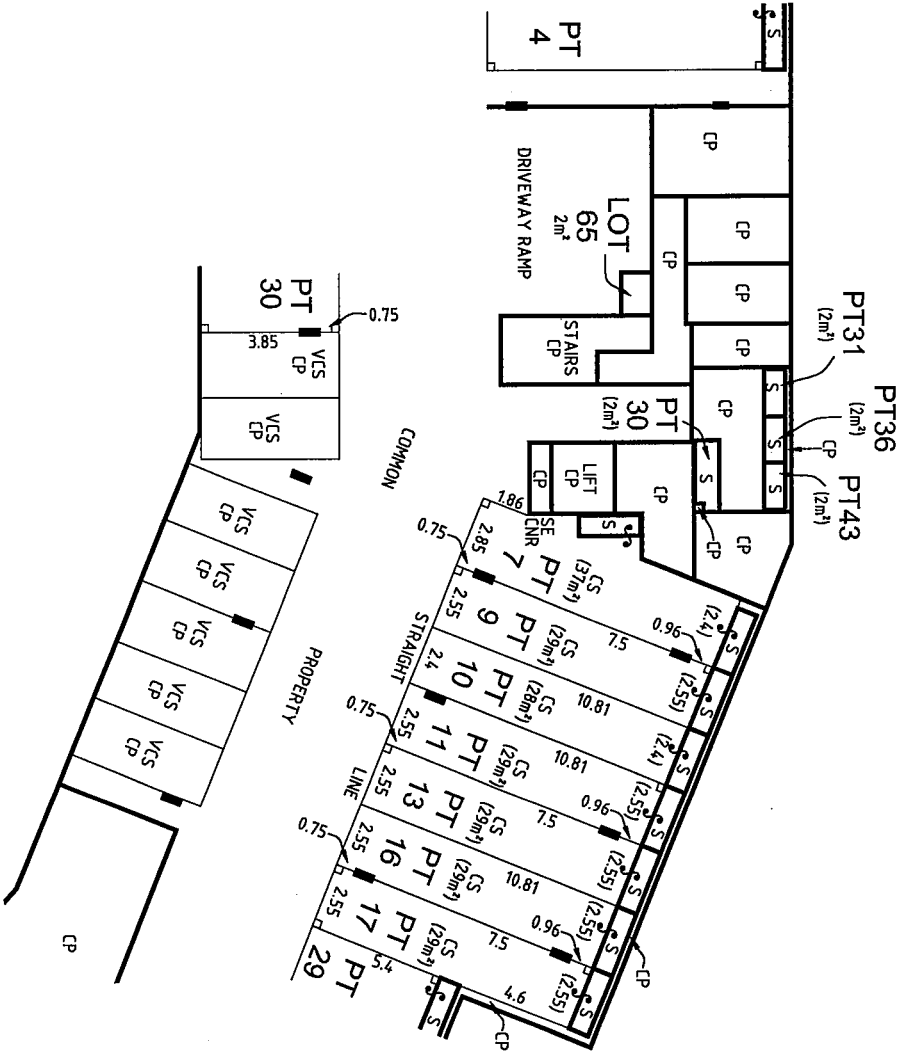
SP108419



- DENOTES BOUNDARY IS PROLONGATION OF FACE OF WALL
- DENOTES BOUNDARY IS PROLONGATION OF FACE OF COLUMN
- DENOTES BOUNDARY IS PROLONGATION OF CENTRE OF COLUMN
- DENOTES RIGHT ANGLE

TYPICAL KEY
(UNLESS NOTED OTHERWISE)

SHEET 8 ADJOINS



SHEET 6 ADJOINS

BASEMENT LEVEL

- CP DENOTES COMMON PROPERTY
 - CS DENOTES CAR SPACE
 - NE CNR DENOTES NORTH EAST CORNER
 - NW CNR DENOTES NORTH WEST CORNER
 - S DENOTES STORAGE
 - SE CNR DENOTES SOUTH EAST CORNER
 - SW CNR DENOTES SOUTH WEST CORNER
 - VACS DENOTES ACCESSIBLE VISITOR CAR SPACE
 - VCS DENOTES VISITOR CAR SPACE (CP)
- ALL AREAS ARE APPROXIMATE.
FOR CLARITY, NOT ALL COMMON PROPERTY AREAS ARE SHOWN.
- THE STRATUM OF THE CAR SPACES DENOTED CS AND STORAGE CAGES DENOTED S, EXTEND TO A HEIGHT 0 ABOVE THE UPPER HARDEST AND SURFACE OF ITS RES FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.

Surveyor: MARK JOHN ANDREW

Date: 7/03/2024

Surveyor's Ref: 1601522-ES6 SP

PLAN OF SUBDIVISION OF LOT
5071 IN DP1238340

L.G.A: SHELLHARBOUR

Locality: SHELL COVE

Reduction Ratio: 1:200

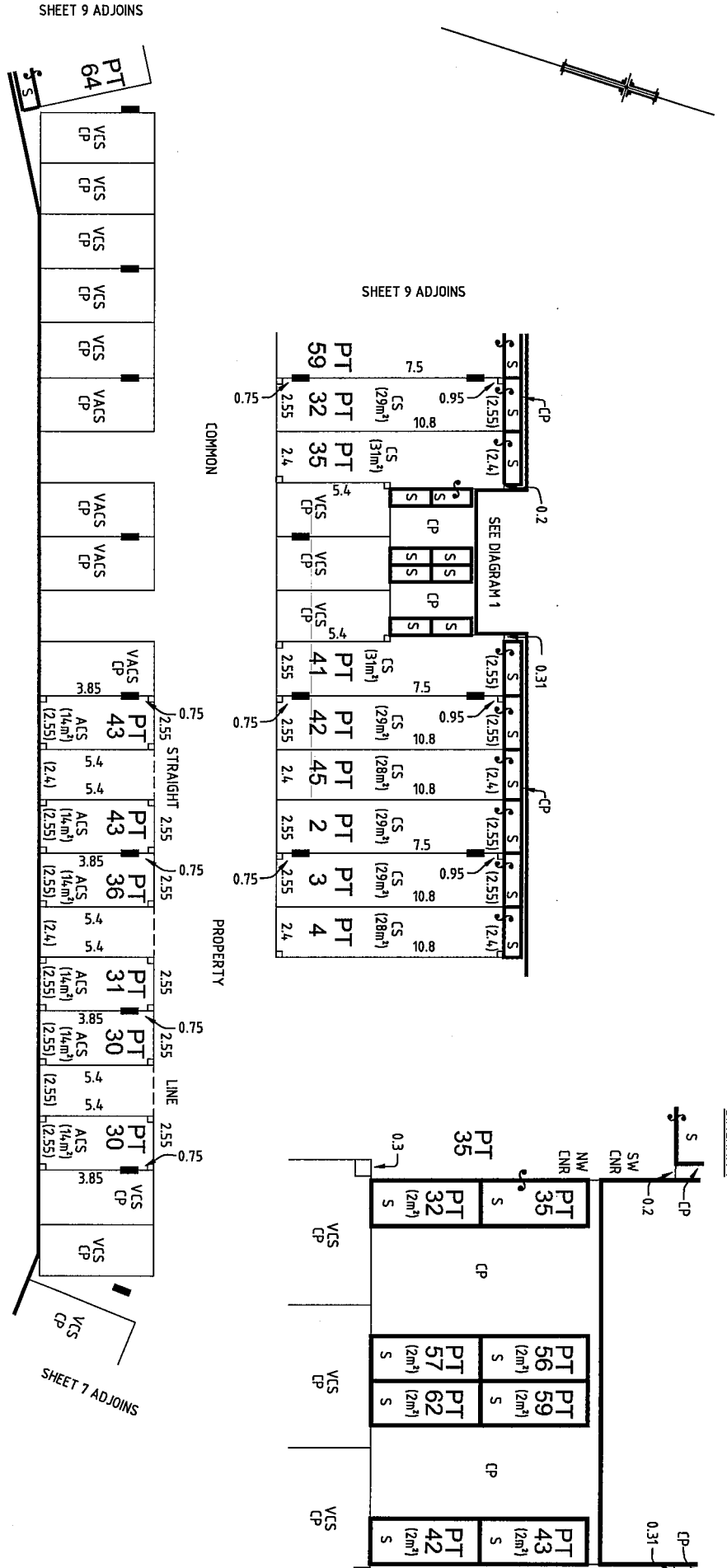
Lengths are in metres



Registered

09/08/2024

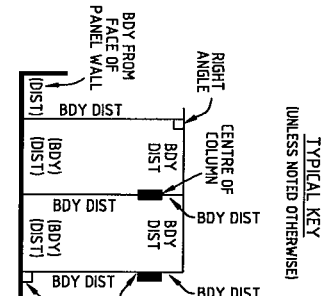
SP108419



- ACS DENOTES ACCESSIBLE CAR SPACE
- CP DENOTES COMMON PROPERTY
- CS DENOTES CAR SPACE
- S DENOTES STORAGE
- VACS DENOTES VISITOR CAR SPACE (CP)
- VACS DENOTES ACCESSIBLE VISITOR CAR SPACE (CP)

ALL AREAS ARE APPROXIMATE.
FOR CLARITY, NOT ALL COMMON PROPERTY AREAS ARE SHOWN.

- DENOTES BOUNDARY IS PROLONGATION OF FACE OF WALL
- DENOTES BOUNDARY IS PROLONGATION OF FACE OF COLUMN
- DENOTES BOUNDARY IS PROLONGATION OF CENTRE OF COLUMN
- DENOTES RIGHT ANGLE



Surveyor: **MARK JOHN ANDREW**
Date: **7/03/2024**
Surveyor's Ref: **1601522-E56 SP**

PLAN OF SUBDIVISION OF LOT
5071 IN DP1238340

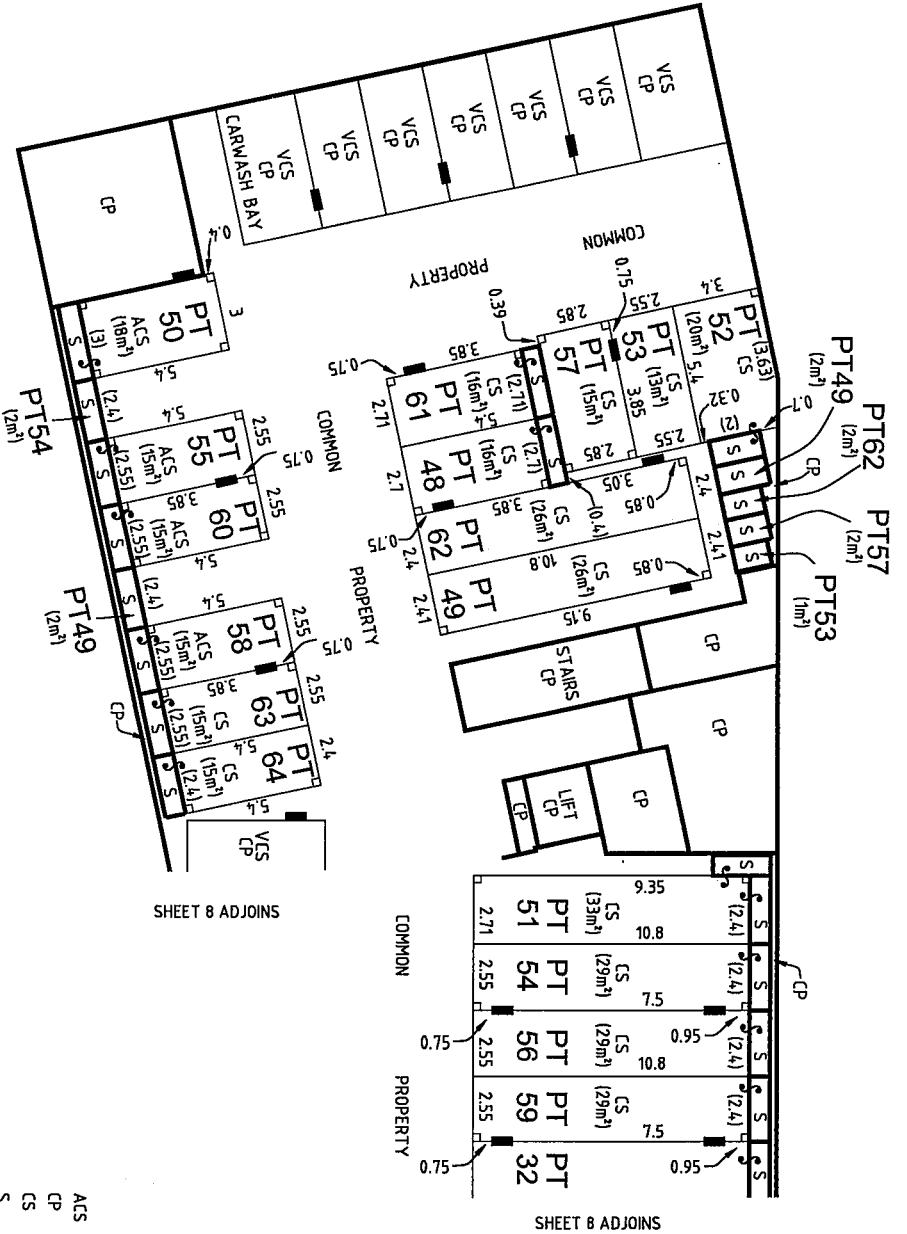
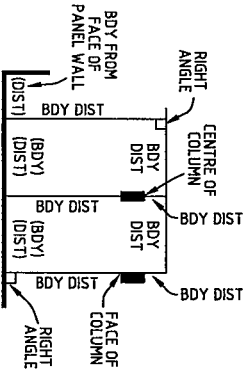
L.G.A: SHELLHARBOUR
Locality: SHELL COVE
Reduction Ratio: 1:200
Lengths are in metres

Registered
09/08/2024

SP108419

DENOTES BOUNDARY IS PROLONGATION OF FACE OF WALL
 DENOTES BOUNDARY IS PROLONGATION OF FACE OF COLUMN
 DENOTES BOUNDARY IS PROLONGATION OF CENTRE OF COLUMN
 DENOTES RIGHT ANGLE

TYPICAL KEY
 (UNLESS NOTED OTHERWISE)



BASEMENT LEVEL

ALL AREAS ARE APPROXIMATE.
 FOR CLARITY, NOT ALL COMMON PROPERTY AREAS ARE SHOWN.
 ACS DENOTES ACCESSIBLE CAR SPACE
 CP DENOTES COMMON PROPERTY
 CS DENOTES CAR SPACE
 S DENOTES STORAGE
 VCS DENOTES VISITOR CAR SPACE (CP)

THE STRATUM OF THE CAR SPACES DENOTED CS AND STORAGE CAGES DENOTED S, EXTEND TO A HEIGHT ABOVE THE UPPER HARDESTAND SURFACE OF ITS RESPECTIVE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.

Surveyor: MARK JOHN ANDREW

Date: 7/03/2024

Surveyor's Ref: 1601522-ES6 SP

PLAN OF SUBDIVISION OF LOT 5071 IN DP1238340

L.G.A: SHELLHARBOUR

Locality: SHELL COVE

Reduction Ratio: 1:200

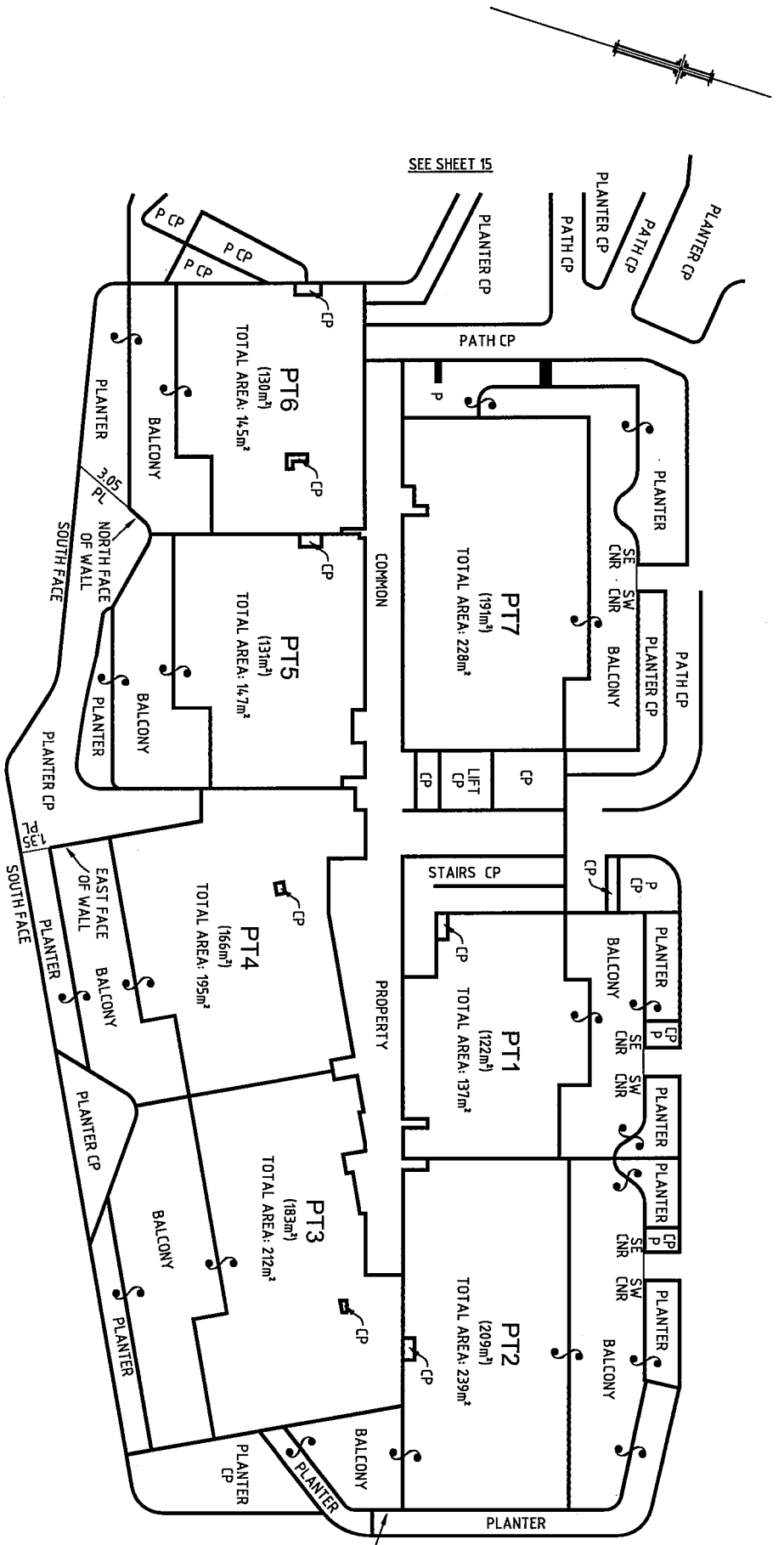
Lengths are in metres

Registered



09/08/2024

SP108419



- CP DENOTES COMMON PROPERTY
- P DENOTES PLANTER
- PL DENOTES PROLONGATION OF WALL
- SE CNR DENOTES SOUTH EAST CORNER
- SW CNR DENOTES SOUTH WEST CORNER
- ALL AREAS ARE APPROXIMATE
- FOR CLARITY, NOT ALL COMMON PROPERTY AREAS ARE SHOWN.

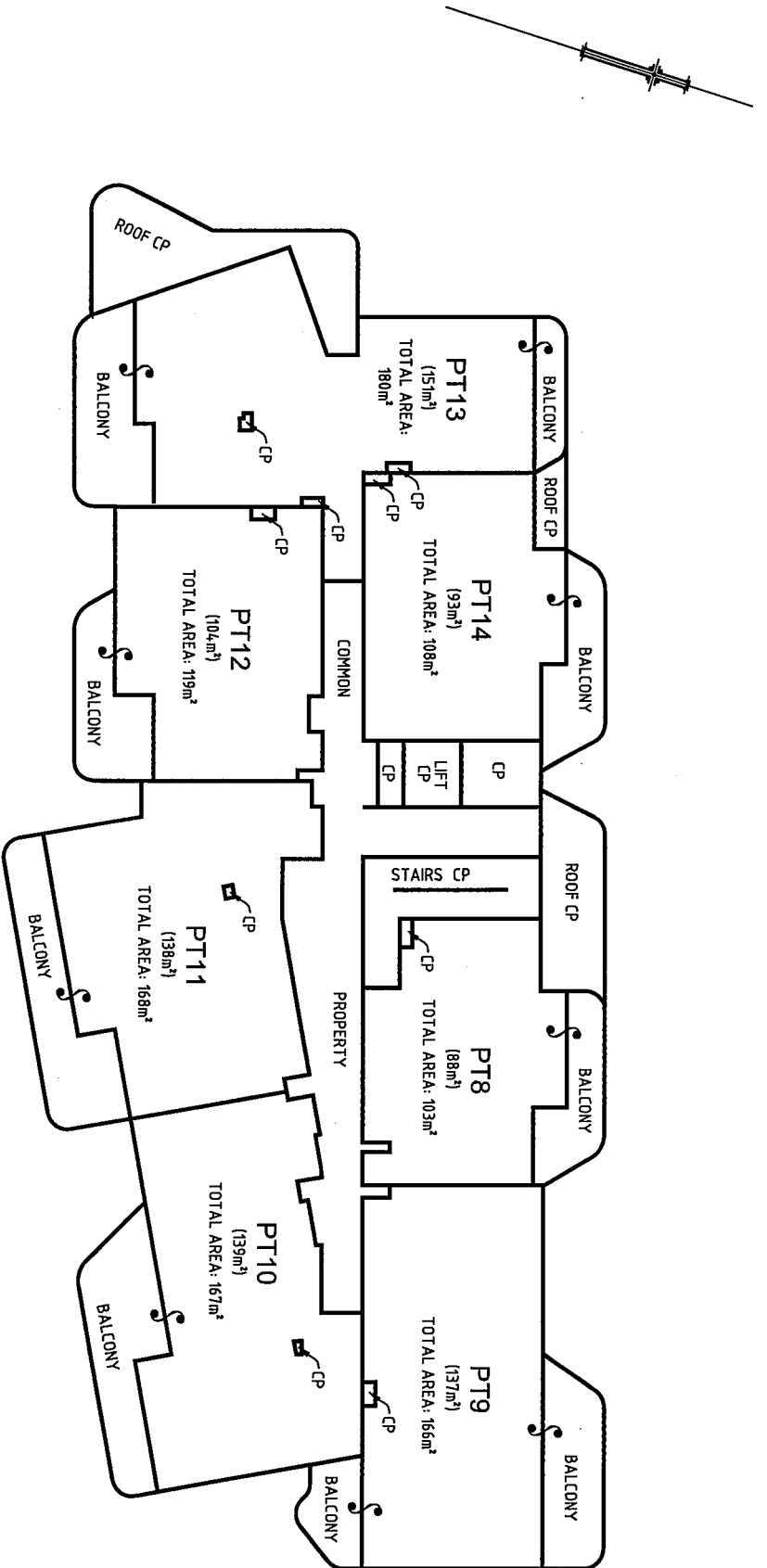
BUILDING A GROUND

THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF ITS FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

THE PLANTERS ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF ITS ADJOINING UNIT FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

THE PLANTERS ARE LIMITED IN DEPTH, WHERE NO STRUCTURAL FLOOR SLAB EXISTS TO 1 METRE BELOW THE UPPER SURFACE OF ITS ADJOINING UNIT FLOOR SLAB.

Surveyor: MARK JOHN ANDREW Date: 7/03/2024 Surveyor's Ref: 1601522-E56 SP	PLAN OF SUBDIVISION OF LOT 5071 IN DP1238340	L.G.A: SHELLHARBOUR Locality: SHELL COVE Reduction Ratio: 1:200 Lengths are in metres	Registered  09/08/2024	SP108419
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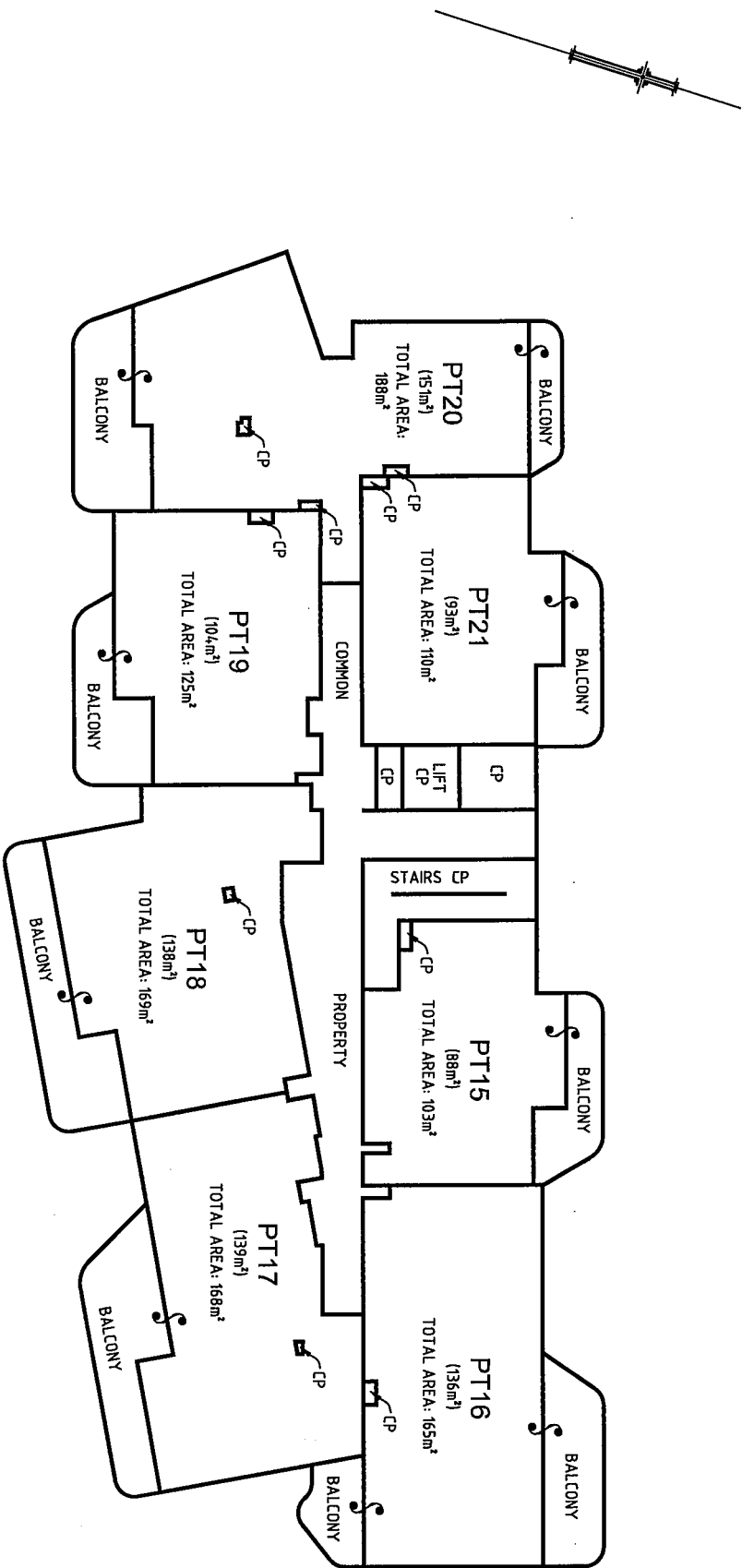
THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF ITS FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

CP DENOTES COMMON PROPERTY

ALL AREAS ARE APPROXIMATE FOR CLARITY, NOT ALL COMMON PROPERTY AREAS ARE SHOWN.

BUILDING A LEVEL 1

Surveyor: MARK JOHN ANDREW Date: 7/03/2024 Surveyor's Ref: 1601522-556 SP	PLAN OF SUBDIVISION OF LOT 5071 IN DP1238340	L.G.A: SHELLHARBOUR Locality: SHELL COVE Reduction Ratio: 1:200 Lengths are in metres	Registered  09/08/2024	SP108419
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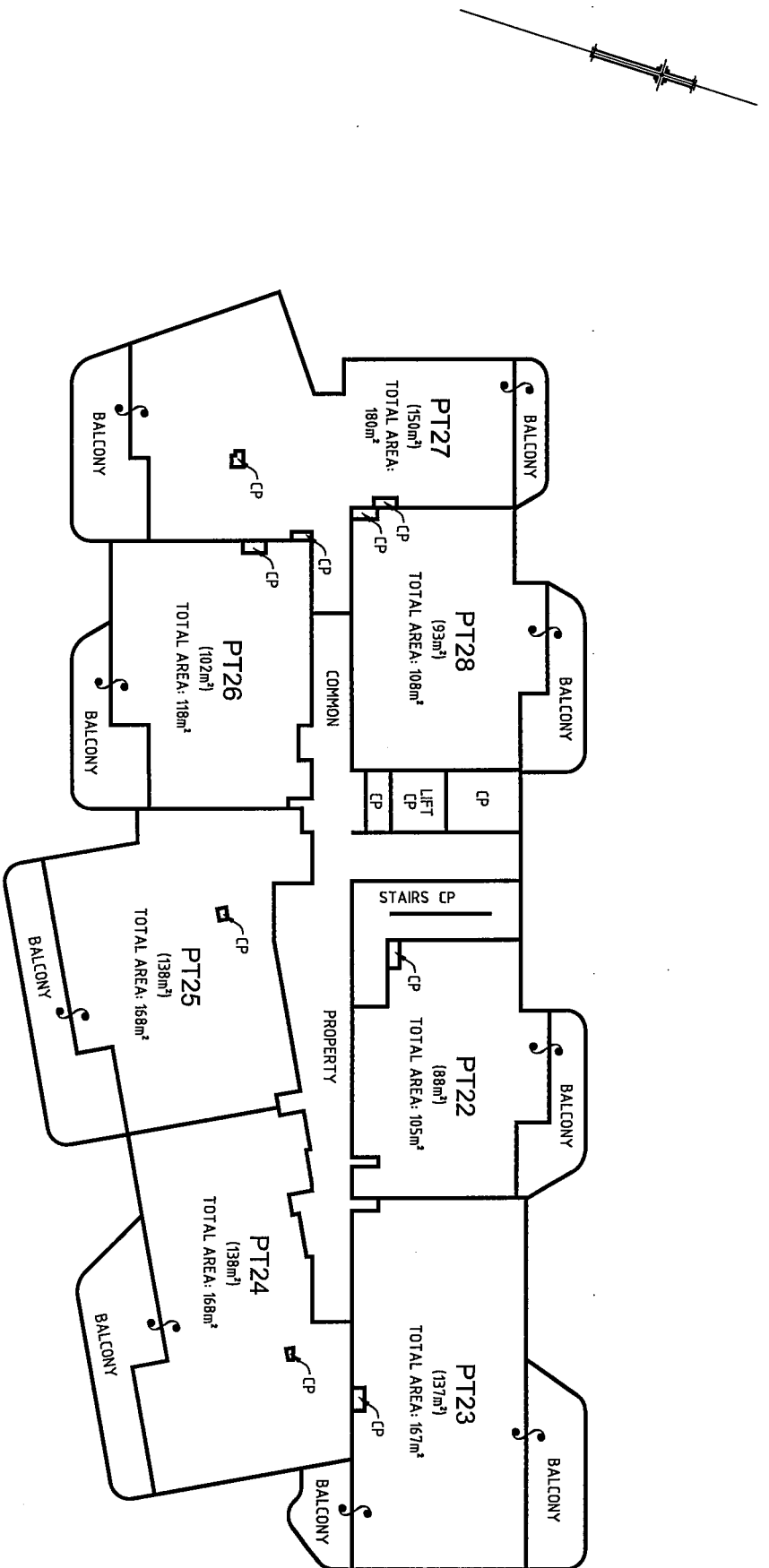


THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF ITS FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

BUILDING A LEVEL 2

CP DENOTES COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE
 FOR CLARITY, NOT ALL COMMON PROPERTY
 AREAS ARE SHOWN.

Surveyor: MARK JOHN ANDREW Date: 7/03/2024 Surveyor's Ref: 1601522-E56 SP	PLAN OF SUBDIVISION OF LOT 5071 IN DP1238340	L.G.A: SHELLHARBOUR Locality: SHELL COVE Reduction Ratio: 1:200 Lengths are in metres	Registered  09/08/2024	SP108419
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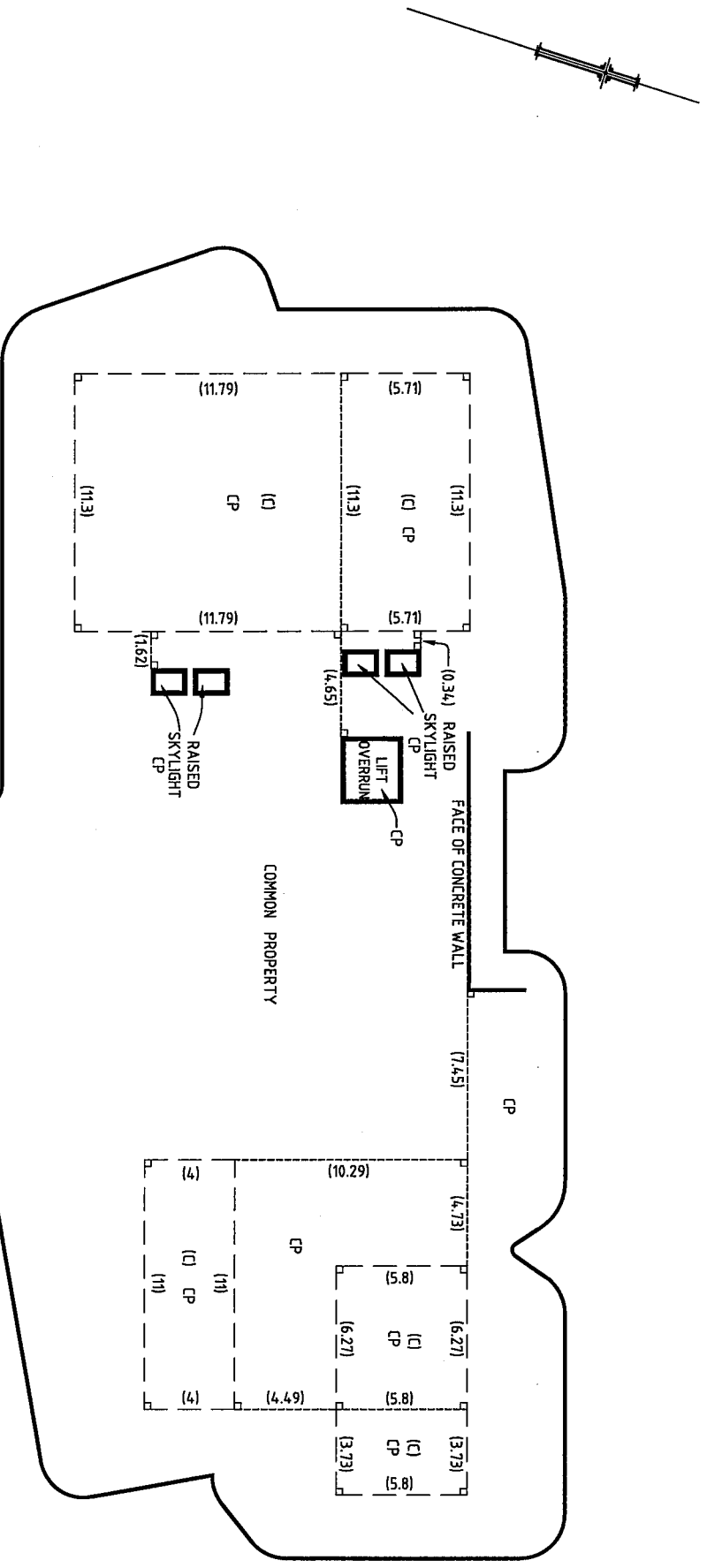


THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF ITS FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

BUILDING A LEVEL 3

CP DENOTES COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE
 FOR CLARITY, NOT ALL COMMON PROPERTY
 AREAS ARE SHOWN.

Surveyor: MARK JOHN ANDREW Date: 7/03/2024 Surveyor's Ref: 1601522-E56 SP	PLAN OF SUBDIVISION OF LOT 5071 IN DP1238340	L.G.A: SHELLHARBOUR Locality: SHELL COVE Reduction Ratio: 1:200 Lengths are in metres	Registered 09/08/2024	SP108419
--	---	--	--------------------------	-----------------



DENOTES PROLONGATION OF FACE OF WALL
 DENOTES RIGHT ANGLE
 DENOTES COMMON PROPERTY

BUILDING A ROOF

(C) EASEMENT FOR EMBEDDED SOLAR GENERATION INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM)

THE STRATUM FOR EASEMENTS NOTED (C) ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE ROOF SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE FOR CLARITY. NOT ALL COMMON PROPERTY AREAS ARE SHOWN.

Surveyor: **MARK JOHN ANDREW**
 Date: **7/03/2024**
 Surveyor's Ref: **1601522-ES6 SP**

PLAN OF SUBDIVISION OF LOT 5071 IN DP1238340

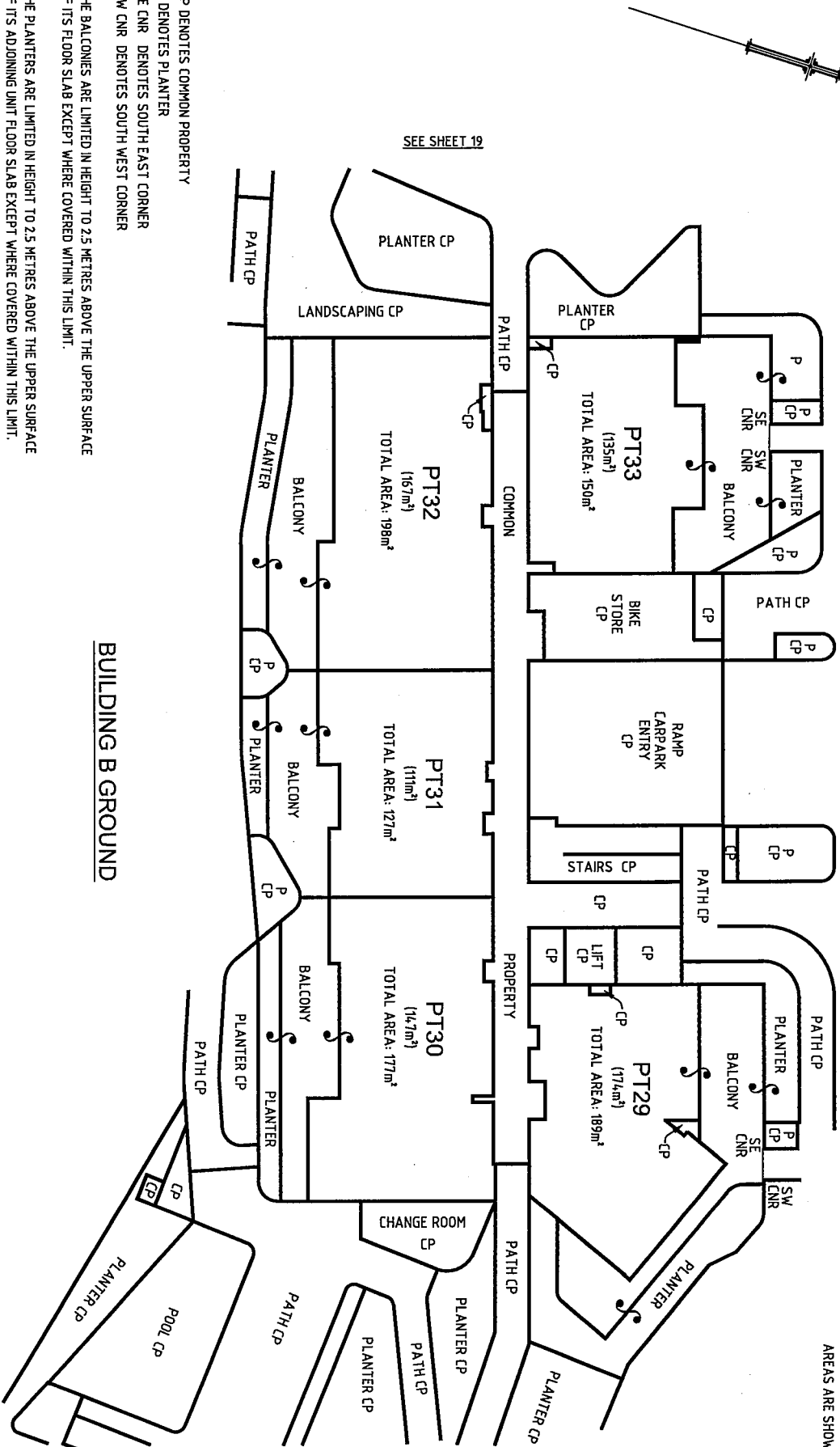
L.G.A: SHELLHARBOUR
 Locality: SHELL COVE
 Reduction Ratio: 1:200
 Lengths are in metres

Registered

 09/08/2024

SP108419

ALL AREAS ARE APPROXIMATE.
FOR CLARITY, NOT ALL COMMON PROPERTIES ARE SHOWN.




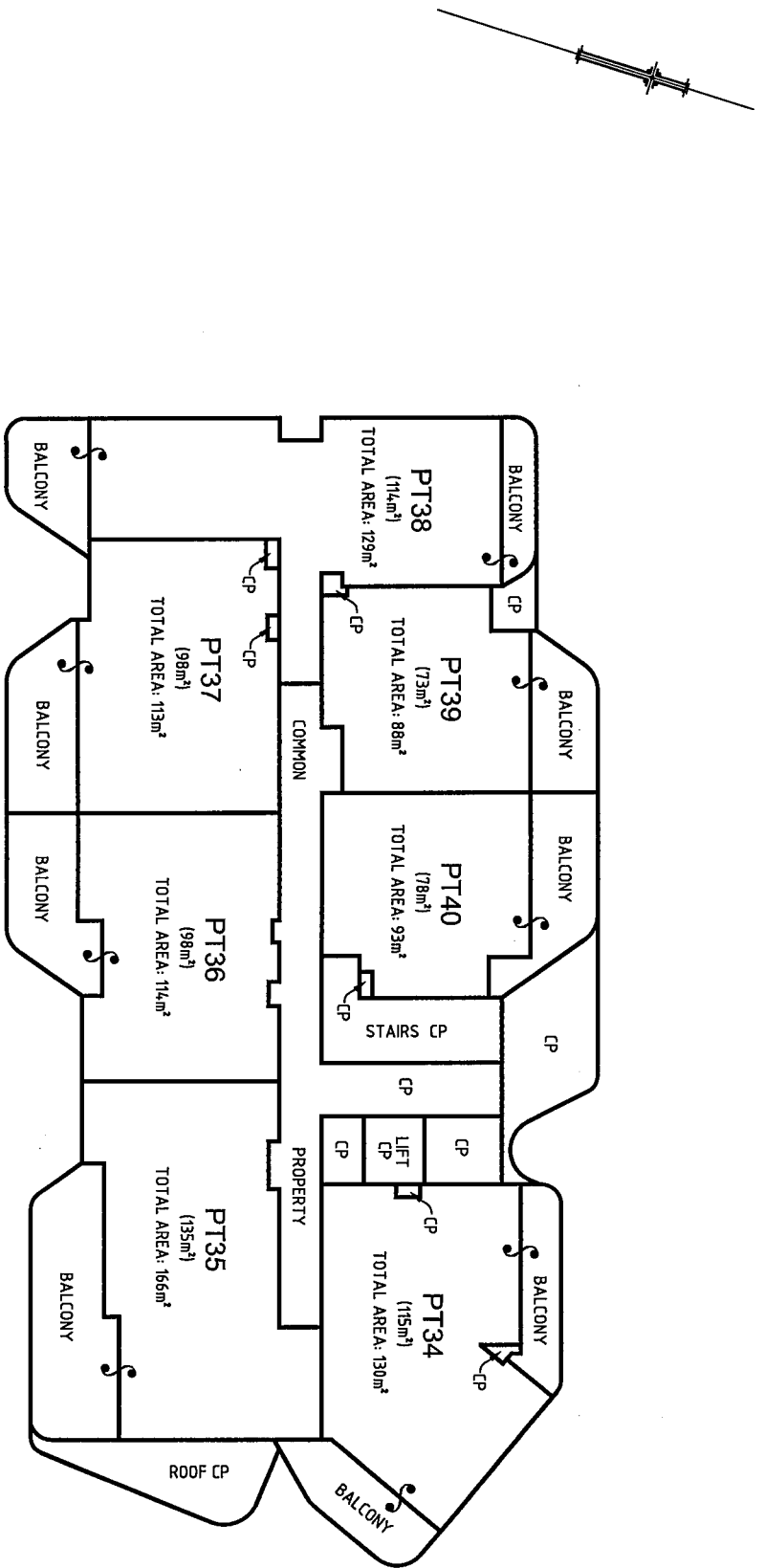
SEE SHEET 19

SEE SHEET 10

CP DENOTES COMMON PROPERTY
P DENOTES PLANTER
SE CNR DENOTES SOUTH EAST CORNER
SW CNR DENOTES SOUTH WEST CORNER
THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF ITS FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.
THE PLANTERS ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF ITS ADJOINING UNIT FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.
TO 1 METRE BELOW THE UPPER SURFACE OF ITS ADJOINING UNIT FLOOR SLAB.

BUILDING B GROUND

Surveyor: MARK JOHN ANDREW Date: 7/03/2024 Surveyor's Ref: 1601522-ES6 SP	PLAN OF SUBDIVISION OF LOT 5071 IN DP1238340	L.G.A: SHELLHARBOUR Locality: SHELL COVE Reduction Ratio: 1:200 Lengths are in metres	Registered  09/08/2024	SP108419
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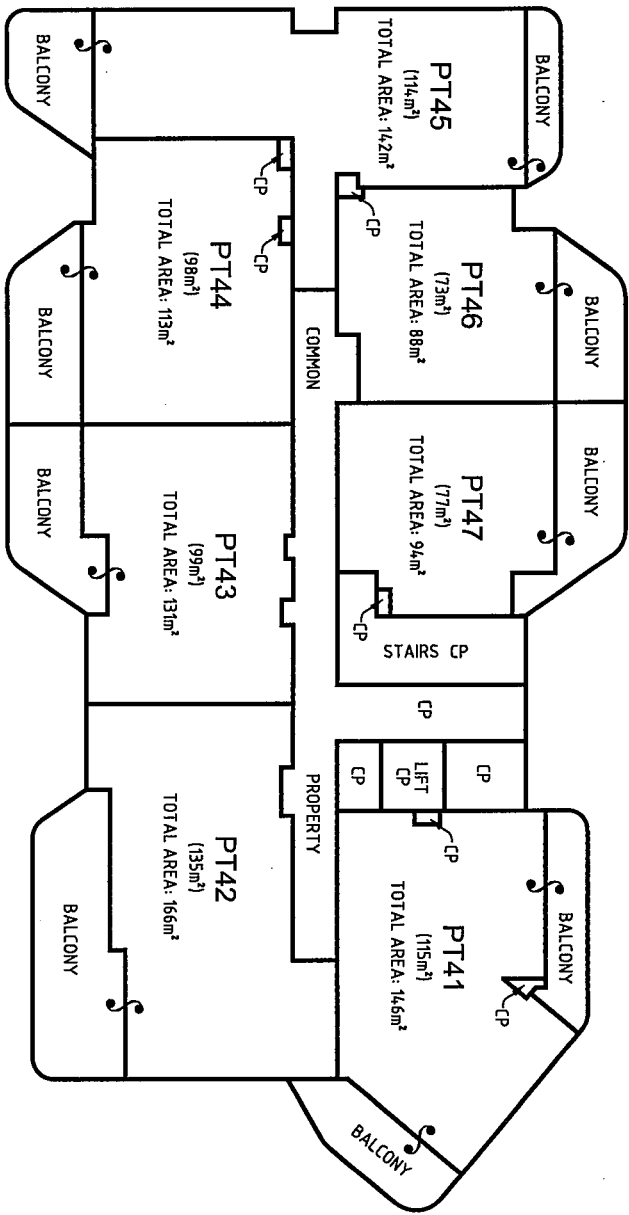
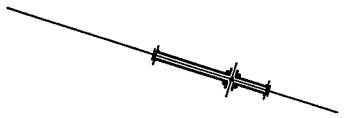
THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF ITS FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

BUILDING B LEVEL 1

CP DENOTES COMMON PROPERTY

ALL AREAS ARE APPROXIMATE FOR CLARITY. NOT ALL COMMON PROPERTY AREAS ARE SHOWN.


Surveyor: MARK JOHN ANDREW Date: 7/03/2024 Surveyor's Ref: 1601522-E56 SP	PLAN OF SUBDIVISION OF LOT 5071 IN DP1238340	L.G.A: SHELLHARBOUR Locality: SHELL COVE Reduction Ratio: 1:200 Lengths are in metres	Registered  09/08/2024	SP108419
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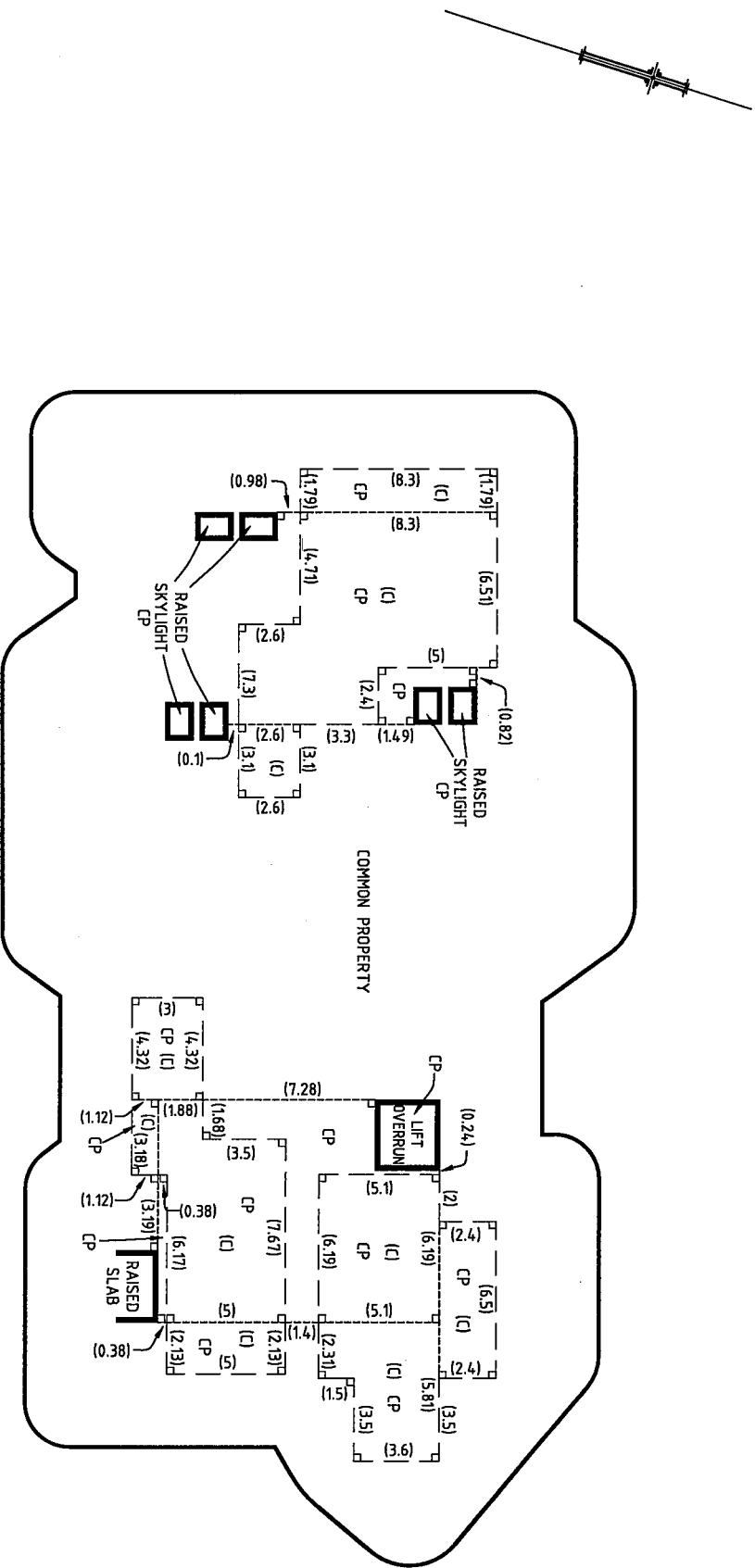


THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF ITS FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

BUILDING B LEVEL 2

CP DENOTES COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE
 FOR CLARITY, NOT ALL COMMON PROPERTY
 AREAS ARE SHOWN.

Surveyor: MARK JOHN ANDREW Date: 7/03/2024 Surveyor's Ref: 1601522-E56 SP	PLAN OF SUBDIVISION OF LOT 5071 IN DP1238340	L.G.A: SHELLHARBOUR Locality: SHELL COVE Reduction Ratio: 1:200 Lengths are in metres	Registered  09/08/2024	SP108419
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- ┆ DENOTES PROLONGATION OF FACE OF WALL
- ┆ DENOTES RIGHT ANGLE
- CP DENOTES COMMON PROPERTY

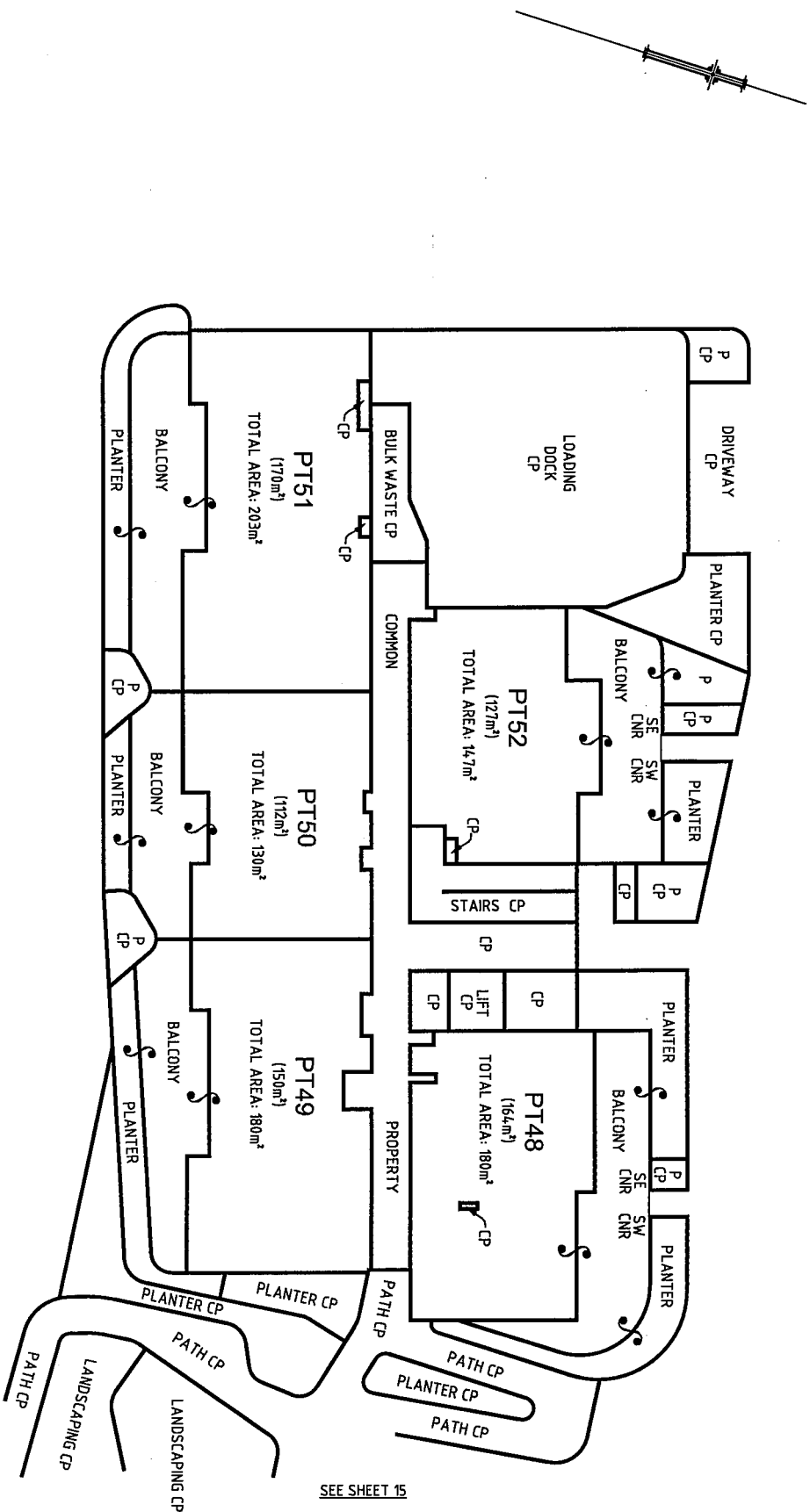
BUILDING B ROOF

(C) EASEMENT FOR EMBEDDED SOLAR GENERATION INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRUTUM)

ALL AREAS ARE APPROXIMATE.
FOR CLARITY, NOT ALL COMMON PROPERTY
AREAS ARE SHOWN.

THE STRUTUM FOR EASEMENTS NOTED (C) ARE LIMITED IN HEIGHT TO
METRES ABOVE THE UPPER SURFACE OF THE CONCRETE ROOF SLAB
EXCEPT WHERE COVERED WITHIN THIS LIMIT

Surveyor: MARK JOHN ANDREW Date: 7/03/2024 Surveyor's Ref: 1601522-556 SP	PLAN OF SUBDIVISION OF LOT 5071 IN DP1238340	L.G.A. SHELLHARBOUR Locality: SHELL COVE Reduction Ratio: 1:200 Lengths are in metres	 Registered 09/08/2024	SP108419
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SEE SHEET 15

BUILDING C GROUND

CP DENOTES COMMON PROPERTY
 P DENOTES PLANTER
 SE CNR DENOTES SOUTH EAST CORNER
 SW CNR DENOTES SOUTH WEST CORNER

ALL AREAS ARE APPROXIMATE.
 FOR CLARITY, NOT ALL COMMON PROPERTY
 AREAS ARE SHOWN.

THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF ITS FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

THE PLANTERS ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF ITS ADJOINING UNIT FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

THE PLANTERS ARE LIMITED IN DEPTH, WHERE NO STRUCTURAL FLOOR SLAB EXISTS TO 1 METRE BELOW THE UPPER SURFACE OF ITS ADJOINING UNIT FLOOR SLAB.

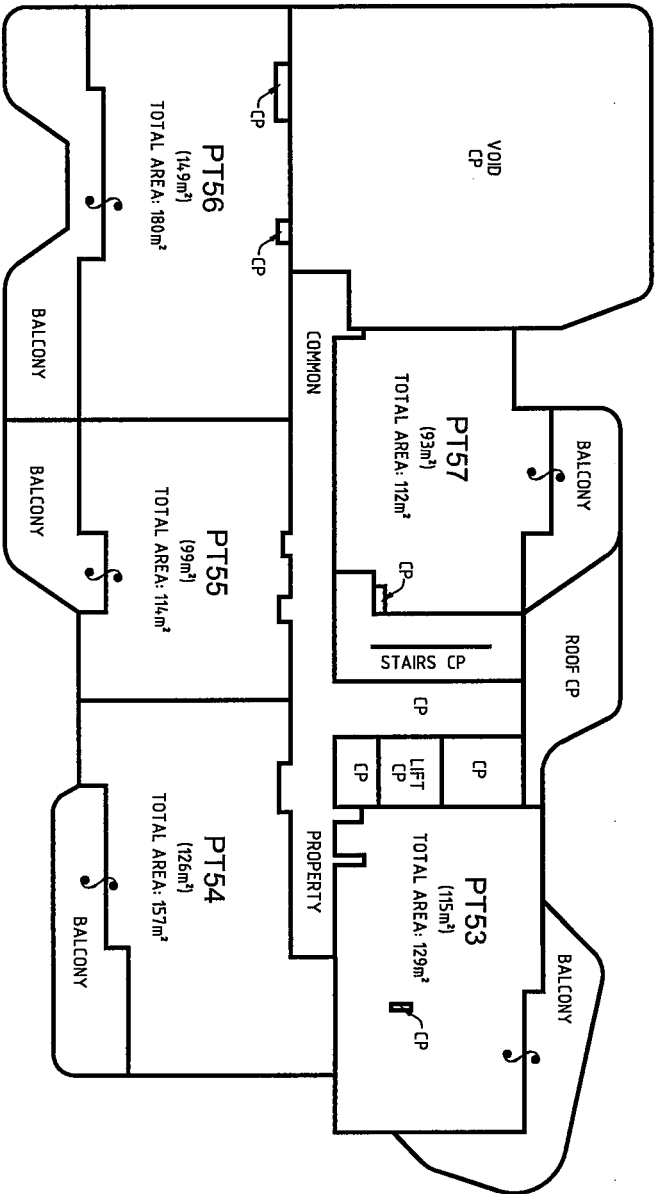
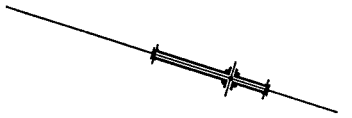
Surveyor: **MARK JOHN ANDREW**
 Date: **7/03/2024**
 Surveyor's Ref: **1601522-ES6 SP**

PLAN OF SUBDIVISION OF LOT
5071 IN DP1238340

L.G.A: SHELLHARBOUR
 Locality: SHELL COVE
 Reduction Ratio: 1:200
 Lengths are in metres

Registered
09/08/2024


SP108419

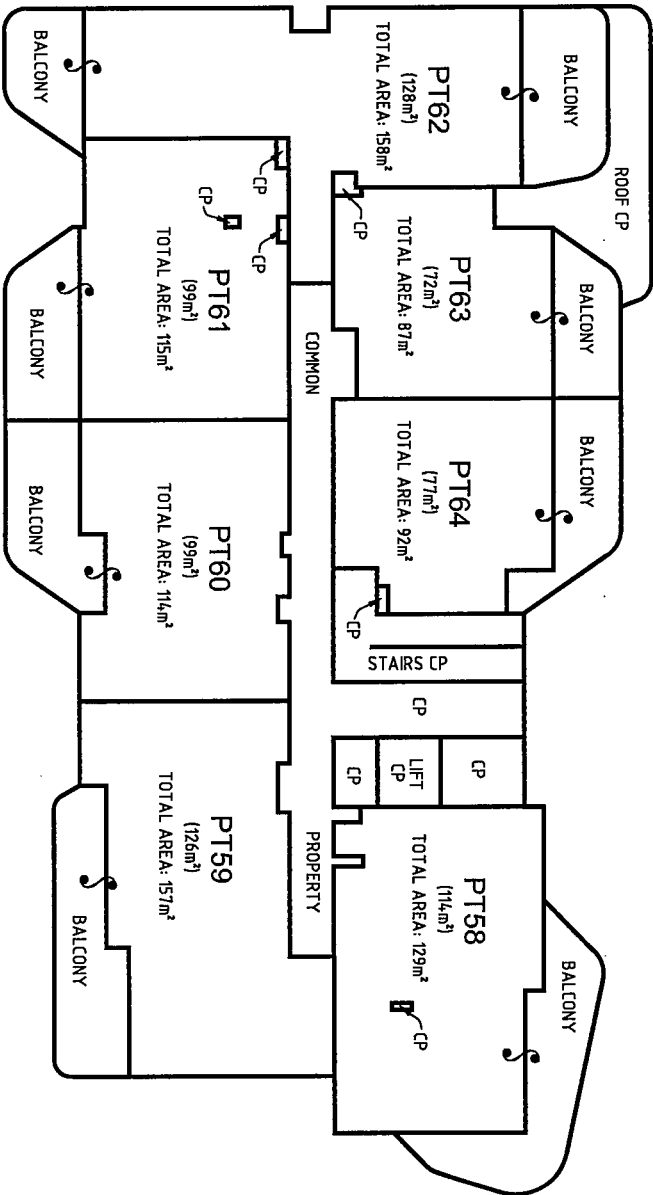
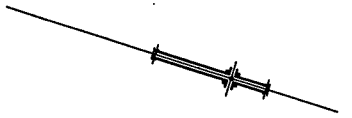


THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF ITS FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

BUILDING C LEVEL 1

CP DENOTES COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE.
 FOR CLARITY, NOT ALL COMMON PROPERTY AREAS ARE SHOWN.

Surveyor: MARK JOHN ANDREW Date: 7/03/2024 Surveyor's Ref: 1601522-E56 SP	PLAN OF SUBDIVISION OF LOT 5074 IN DP1238340	L.G.A: SHELLHARBOUR Locality: SHELL COVE Reduction Ratio: 1:200 Lengths are in metres	Registered  09/08/2024	SP108419
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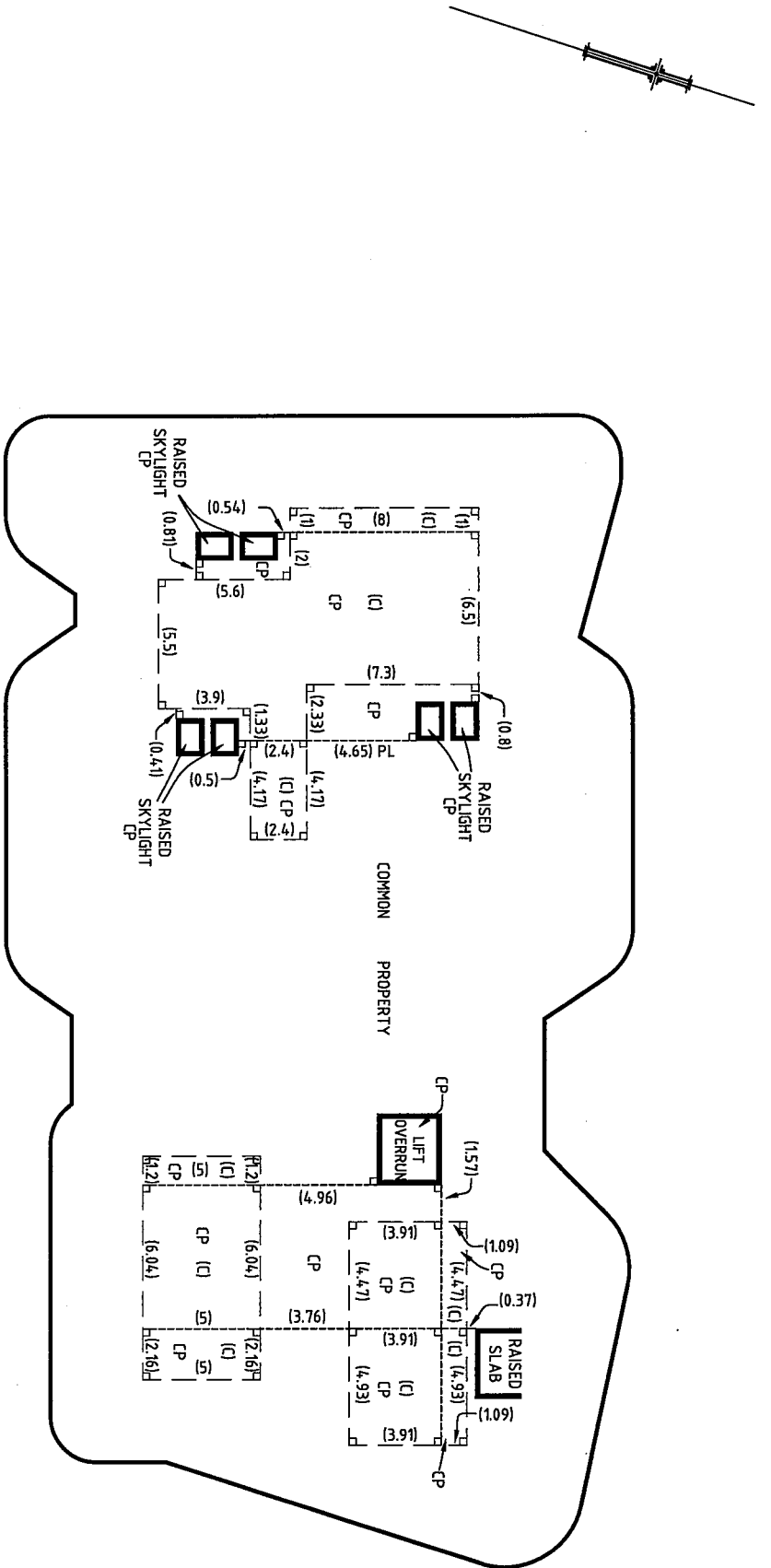
THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF ITS FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

BUILDING C LEVEL 2

CP DENOTES COMMON PROPERTY

ALL AREAS ARE APPROXIMATE FOR CLARITY, NOT ALL COMMON PROPERTY AREAS ARE SHOWN.

Surveyor: MARK JOHN ANDREW Date: 7/03/2024 Surveyor's Ref: 1601522-ES6 SP	PLAN OF SUBDIVISION OF LOT 5071 IN DP1238340	L.G.A: SHELLHARBOUR Locality: SHELL COVE Reduction Ratio: 1:200 Lengths are in metres	Registered  09/08/2024	SP108419
--	--	--	--	-----------------



- ┆ DENOTES PROLONGATION OF FACE OF WALL
- ┆ DENOTES RIGHT ANGLE
- CP DENOTES COMMON PROPERTY

BUILDING C ROOF

ALL AREAS ARE APPROXIMATE.
FOR CLARITY, NOT ALL COMMON PROPERTY
AREAS ARE SHOWN.

(C) EASEMENT FOR EMBEDDED SOLAR GENERATION INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM)

THE STRATUM FOR EASEMENT'S NOTED (C) ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE ROOF SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT



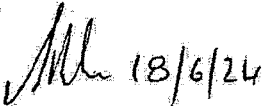
Surveyor: **MARK JOHN ANDREW**
 Date: **7/03/2024**
 Surveyor's Ref: **1601522-ES6 SP**


**PLAN OF SUBDIVISION OF LOT
5071 IN DP1238340**

L.G.A: SHELLHARBOUR
 Locality: SHELL COVE
 Reduction Ratio: 1:200
 Lengths are in metres

Registered
 09/08/2024

SP108419

SP FORM 3_E (2020)		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 9 sheet(s)	
Office Use Only			Office Use Only		
Registered:  09/08/2024		SP108419			
PLAN OF SUBDIVISION OF: LOT 5071 IN DP1238340		LGA: SHELLHARBOUR Locality: SHELL COVE Parish: TERRAGONG County: CAMDEN			
This is a FREEHOLD			Strata Scheme		
Address for Service of Documents 15 CORMORANT WAY, SHELL COVE 2529 Provide an Australian postal address including a postcode		The by-laws adopted for the scheme are: <input type="radio"/> <input checked="" type="radio"/> The strata by-laws lodged with the plan.			
Surveyor's Certificate I, MARK JOHN ANDREW of Beveridge Williams & Co Pty Ltd, 65-69 Kent Street Sydney NSW being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. The building encroaches on: Yes <input type="radio"/> No <input checked="" type="radio"/>		Strata Certificate (Registered Certifier) I, ANTHONY ALLEN being a Registered Certifier, Registration number BDC0004 , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 Strata Schemes Development Regulation 2016 and the relevant parts of Section 58 Strata Schemes Development Act 2015. (a) This plan is part of a development scheme. (b) The building encroaches on a public place and in accordance with section 62(3) Strata Schemes Development Act 2015 the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. (c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^A will be created as utility lots and restricted in accordance with section 63 Strata Schemes Development Act 2015. 			
Signature:  Date: 07-Mar-2024 Surveyor ID: SU000342 Surveyor's Reference: 1601522_E56 SP		Certificate Reference: 192/2023 Relevant Planning Approval No.: CDC 2023/60 issued by: ANTHONY ALLEN (BDC0004) Signature:  Date: 18/6/24			
<small>^ Insert the deposited plan number or dealing number of the instrument that created the easement.</small>		<small>* Strike through if inapplicable ^ Insert lot number of proposed utility lots</small>			

SP FORM 3_E (2020)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 9 sheet(s)
Office Use Only		Office Use Only
Registered:  09/08/2024	SP108419	

VALUER'S CERTIFICATE

I, * Tarrael Owen of Ray White Valuations being a qualified valuer, as defined in the Strata Schemes Development Act 2015 by virtue of having membership with:
 Professional Body: Australian Property Institute
 Class of membership: Associate
 Membership number: 69944
 certify that the unit entitlements shown in the schedule herewith were apportioned on 19/02/2024 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015


Signature:  Date: 19/06/2024

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT (U. E.)

LOT	U. E.	LOT	U. E.	LOT	U. E.	LOT	U. E.	LOT	U. E.
1	113	26	162	51	183				
2	197	27	224	52	108				
3	208	28	131	53	128				
4	202	29	138	54	175				
5	153	30	178	55	143				
6	150	31	140	56	185				
7	173	32	191	57	110				
8	113	33	113	58	140				
9	205	34	131	59	181				
10	210	35	180	60	149				
11	202	36	140	61	152				
12	153	37	137	62	154				
13	214	38	151	63	81				
14	119	39	81	64	83				
15	119	40	81	65	1				
16	209	41	135						
17	216	42	186						
18	208	43	153						
19	159	44	142						
20	220	45	165						
21	125	46	84						
22	124	47	83						
23	216	48	142						
24	220	49	178						
25	213	50	140						

SP FORM 3_E (2020) **STRATA PLAN ADMINISTRATION SHEET** Sheet 3 of 9 sheet(s)

Office Use Only	Office Use Only
Registered:  09/08/2024	SP108419

- This sheet is for the provision of the following information as required:
- Any information which cannot fit in the appropriate panel of any previous administration sheets
 - A schedule of street addresses
 - Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

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

CREATE

1. EASEMENT FOR EMBEDDED UTILITY ELECTRICITY INFRASTRUCTURE (WHOLE OF LOT)
2. EASEMENT FOR EMBEDDED HOT WATER SERVICE (WHOLE OF LOT)
3. EASEMENT FOR EMBEDDED SOLAR GENERATION INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (C)
4. EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (F)

If space is insufficient use additional annexure sheet.

SP FORM 3_E (2020)

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 9 sheet(s)

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Registered:



09/08/2024

SP108419

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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
1	G01	11	LAPWING	AVENUE	SHELL COVE
2	G02	11	LAPWING	AVENUE	SHELL COVE
3	G03	11	LAPWING	AVENUE	SHELL COVE
4	G04	11	LAPWING	AVENUE	SHELL COVE
5	G05	11	LAPWING	AVENUE	SHELL COVE
6	G06	11	LAPWING	AVENUE	SHELL COVE
7	G07	11	LAPWING	AVENUE	SHELL COVE
8	101	11	LAPWING	AVENUE	SHELL COVE
9	102	11	LAPWING	AVENUE	SHELL COVE
10	103	11	LAPWING	AVENUE	SHELL COVE
11	104	11	LAPWING	AVENUE	SHELL COVE
12	105	11	LAPWING	AVENUE	SHELL COVE
13	106	11	LAPWING	AVENUE	SHELL COVE
14	107	11	LAPWING	AVENUE	SHELL COVE
15	201	11	LAPWING	AVENUE	SHELL COVE

If space is insufficient use additional annexure sheet

SP FORM 3_E (2020)

STRATA PLAN ADMINISTRATION SHEET

Sheet 5 of 9 sheet(s)

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Office Use Only

Registered:



09/08/2024

SP108419

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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
16	202	11	LAPWING	AVENUE	SHELL COVE
17	203	11	LAPWING	AVENUE	SHELL COVE
18	204	11	LAPWING	AVENUE	SHELL COVE
19	205	11	LAPWING	AVENUE	SHELL COVE
20	206	11	LAPWING	AVENUE	SHELL COVE
21	207	11	LAPWING	AVENUE	SHELL COVE
22	301	11	LAPWING	AVENUE	SHELL COVE
23	302	11	LAPWING	AVENUE	SHELL COVE
24	303	11	LAPWING	AVENUE	SHELL COVE
25	304	11	LAPWING	AVENUE	SHELL COVE
26	305	11	LAPWING	AVENUE	SHELL COVE
27	306	11	LAPWING	AVENUE	SHELL COVE
28	307	11	LAPWING	AVENUE	SHELL COVE
29	G08	15	CORMORANT	WAY	SHELL COVE
30	G09	15	CORMORANT	WAY	SHELL COVE

If space is insufficient use additional annexure sheet

SP FORM 3_E (2020)

STRATA PLAN ADMINISTRATION SHEET

Sheet 6 of 9 sheet(s)

Office Use Only

Office Use Only

Registered:

09/08/2024

SP108419

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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
31	G10	15	CORMORANT	WAY	SHELL COVE
32	G11	15	CORMORANT	WAY	SHELL COVE
33	G12	15	CORMORANT	WAY	SHELL COVE
34	108	15	CORMORANT	WAY	SHELL COVE
35	109	15	CORMORANT	WAY	SHELL COVE
36	110	15	CORMORANT	WAY	SHELL COVE
37	111	15	CORMORANT	WAY	SHELL COVE
38	112	15	CORMORANT	WAY	SHELL COVE
39	113	15	CORMORANT	WAY	SHELL COVE
40	114	15	CORMORANT	WAY	SHELL COVE
41	208	15	CORMORANT	WAY	SHELL COVE
42	209	15	CORMORANT	WAY	SHELL COVE
43	210	15	CORMORANT	WAY	SHELL COVE
44	211	15	CORMORANT	WAY	SHELL COVE
45	212	15	CORMORANT	WAY	SHELL COVE

If space is insufficient use additional annexure sheet

SP FORM 3_E (2020)

STRATA PLAN ADMINISTRATION SHEET

Sheet 7 of 9 sheet(s)

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Office Use Only

Registered:



09/08/2024

SP108419

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Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
46	213	15	CORMORANT	WAY	SHELL COVE
47	214	15	CORMORANT	WAY	SHELL COVE
48	G13	17	CORMORANT	WAY	SHELL COVE
49	G14	17	CORMORANT	WAY	SHELL COVE
50	G15	17	CORMORANT	WAY	SHELL COVE
51	G16	17	CORMORANT	WAY	SHELL COVE
52	G17	17	CORMORANT	WAY	SHELL COVE
53	115	17	CORMORANT	WAY	SHELL COVE
54	116	17	CORMORANT	WAY	SHELL COVE
55	117	17	CORMORANT	WAY	SHELL COVE
56	118	17	CORMORANT	WAY	SHELL COVE
57	119	17	CORMORANT	WAY	SHELL COVE
58	215	17	CORMORANT	WAY	SHELL COVE
59	216	17	CORMORANT	WAY	SHELL COVE
60	217	17	CORMORANT	WAY	SHELL COVE

If space is insufficient use additional annexure sheet

SP FORM 3_E (2020)

STRATA PLAN ADMINISTRATION SHEET

Sheet 8 of 9 sheet(s)

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Office Use Only

Registered:



09/08/2024

SP108419

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- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
61	218	17	CORMORANT	WAY	SHELL COVE
62	219	17	CORMORANT	WAY	SHELL COVE
63	220	17	CORMORANT	WAY	SHELL COVE
64	221	17	CORMORANT	WAY	SHELL COVE
65	B01	15	CORMORANT	WAY	SHELL COVE
CP		15	CORMORANT	WAY	SHELL COVE

SP FORM 3_E (2020)

STRATA PLAN ADMINISTRATION SHEET

Sheet 9 of 9 sheet(s)

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Registered:



09/08/2024

SP108419

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- A schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

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

SHELLHARBOUR COUNCIL

Flora Lepouras

Signature (authorised delegate) Flora Lepouras PUBLIC OFFICER Position Held (authorised delegate)

Name (authorised delegate)

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

Lynda Ho
Signature (eligible witness)

76 Cygnet Avenue
Shellharbour City Centre
NSW 2529
Address (eligible witness)

Lynda Ho
Name (eligible witness)

If space is insufficient use additional annexure sheet.

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

(Sheet 1 of 14)

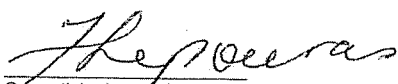
Plan: SP108419

Plan of Subdivision of Lot 5071 in DP1238340
covered by Subdivision Certificate No. 192/2023
Dated 18.06.2024

Full name and address of the owner of the land: Shellharbour City Council
76 Cygnet Avenue
Shellharbour City Centre NSW 2529

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Embedded Utility Electricity Infrastructure (whole of lot)	Common Property	65
2	Easement for Embedded Hot Water Service (whole of lot)	Common Property	65
3.	Easement for Embedded Solar Generation Infrastructure variable width (limited in stratum) (C)	Common Property	65
4.	Easement for public access variable width (F)	Common Property	Shellharbour City Council


Council Authorised Person
Shell Cove – s88B instrument

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 Conveyancing Act 1919

(Sheet 2 of 14)

Plan: **SP108419**

Plan of Subdivision of Lot 5071 in DP1238340
covered by Subdivision Certificate No. 192/2023
Dated 18 June 2024

Part 2 (Terms)

1. INTERPRETATION

1.1 Definitions

In this Instrument, unless the context otherwise requires:

Authority means a government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes the Council.

Authority Benefited means the Authority having the benefit of an Easement under this Instrument.

Authorised User means any person authorised by the Grantee and includes:

- (a) if the Grantee is an Owners Corporation, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation;
- (b) if the Grantee is an owner of a Strata Lot, the tenants, employees, agents, contractors and licensees of the Grantee; and
- (c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

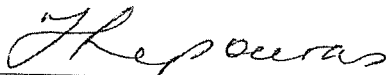
Common Property means the common property of the Strata Scheme as defined in the Development Act.

Council means Shellharbour City Council and its successors.

Development Act means the *Strata Schemes Development Act 2015* (NSW) as amended or varied.

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Easement Site in relation to an Easement, means:



Council Authorised Person
Shell Cove – s88B instrument

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 Conveyancing Act 1919

(Sheet 3 of 14)

Plan: **SP108419**

Plan of Subdivision of Lot 5071 in DP1238340 covered by Subdivision Certificate No. 192/2023 Dated 18 June 2024

- (a) the site of an Easement identified in the Plan; and
- (b) all items within the site of the Easement identified in the Plan which are the subject of the Easement.

Embedded Utility Electricity Service means the supply of electricity through the Embedded Utility Electricity Infrastructure.

Embedded Utility Electricity Infrastructure means the meter boards, electricity meters, gate electricity meters, electricity meters for individual Strata Lots, electricity meters for Common Property, associated meter data cabling and telemetry, power factor correction devices (if any), and other equipment associated with that infrastructure.

Embedded Hot Water Service means the procurement of electricity for the purpose of supply of hot water through the Embedded Hot Water Service Plant and Infrastructure.

Embedded Hot Water Service Plant and Infrastructure means the tanks, circulating pumps, boilers and control equipment, pipes, valving, meters, meter data cabling and associated equipment for the operation of the Embedded Hot Water Service.

Embedded Solar Generation Infrastructure means the solar panels, panel racking, ballasts, fixings, inverters, electrical and data cabling, control equipment including telemetry, batteries and other equipment associated with that infrastructure.

Grantee means, as the context requires:

- (a) the Owners Corporation under the Development Act in respect of a Lot Benefited;
- (b) the registered proprietor of a Lot Benefited; or
- (c) an Authority Benefited.

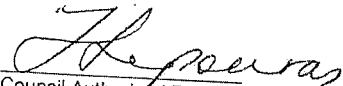
Grantor means, as the context requires:

- (a) the registered proprietor of a Lot Burdened; or
- (b) the Owners Corporation under the Development Act in respect of a Lot Burdened.

Instrument means this s88B instrument.

Laws mean:

- (a) the requirements of all statutes, rules, regulations, proclamations, ordinances and by-laws present or future; and
- (b) certificates, licences, consents, permits, approvals and requirements of any Authority or organisation having jurisdiction over any works to be carried out under an Easement.


 Council Authorised Person
 Shell Cove – s88B instrument

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 Conveyancing Act 1919

(Sheet 4 of 14)

Plan: **SP108419**

Plan of Subdivision of Lot 5071 in DP1238340
covered by Subdivision Certificate No. 192/2023
Dated 18 June 2024

Lot Benefited means the whole or any part of the lot having the benefit of an Easement.

Lot Burdened means the whole or any part of the lot having the burden of an Easement.

Owners Corporation means an owners corporation created on registration of a Strata Plan.

Plan means the plan to which this Instrument relates.

Security Keys means the keys, magnetic card or other device or information used to open and close the doors, gates or locks or to operate lifts, alarms, security systems or communication systems in the Lot Burdened.

Strata Lot means a lot within a Strata Scheme.

Strata Plan means a strata plan registered under the Development Act.

Strata Scheme means a strata scheme created on registration of a Strata Plan.

1.2 References to certain terms

Unless a contrary intention appears, a reference in this instrument to:

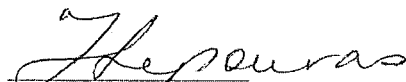
- (a) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and
- (b) **(references to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (c) **(singular includes plural)** the singular includes the plural and vice versa; and
- (d) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings

Headings do not affect the interpretation of this instrument.

1.4 Positive covenants and maintenance requirements

A requirement in an easement which requires a Grantee or Grantor to maintain or repair an Easement Site or anything in an Easement Site is a positive covenant according to section 88BA of the Act.



Council Authorised Person
Shell Cove – s88B instrument

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 Conveyancing Act 1919

(Sheet 5 of 14)

Plan: **SP108419**

Plan of Subdivision of Lot 5071 in DP1238340
covered by Subdivision Certificate No. 192/2023
Dated 18 June 2024

1.5 **Notice to occupier**

If a notice to the Grantor is required to be given under this instrument, that notice must also be given to the Occupier of the Lot Burdened. If the Grantor is an owners corporation under the Development Act, the notice must be given to the strata manager and the on-site manager for the owners corporation, if any. Notice required in the case of an emergency may be given verbally.

2. **COMPLYING WITH THIS INSTRUMENT**

2.1 **Obligations of Grantees and Grantors**

Each Grantee and Grantor must, as appropriate, comply with the terms of the easements and restrictions on use in this instrument.

2.2 **Obligations for Authorised Users**

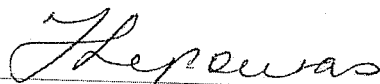
For each easement, positive covenant and restriction on use in this instrument, each Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of this instrument when they exercise their rights or comply with their obligations under the instrument.

3. **TERMS OF EASEMENT FOR EMBEDDED UTILITY ELECTRICITY INFRASTRUCTURE (WHOLE OF LOT) NUMBERED 1 IN THE PLAN**

3.1 The Grantor grants to the Grantee and its Authorised Users full, free and unimpeded right at all times and for all lawful purposes to:

(a) install, keep, maintain, repair and replace meter boards, electricity meters, gate electricity meters, electricity meters for individual Strata Lots, electricity meters for Common Property, associated meter data cabling and telemetry and associated equipment in the Lot Burdened which is connected to or forms part of the Embedded Utility Electricity Infrastructure in that part of the Lot Burdened comprising meter cupboards and meter rooms;

(b) install, keep, maintain, repair and replace in the Lot Burdened data cabling and associated equipment which is connected to or forms part of the Embedded Utility Electricity Infrastructure in that part of the Lot Burdened comprising services risers;



Council Authorised Person
Shell Cove - s88B instrument

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 Conveyancing Act 1919

(Sheet 6 of 14)

Plan: **SP108419**

Plan of Subdivision of Lot 5071 in DP1238340
covered by Subdivision Certificate No. 192/2023
Dated 18 June 2024

-
- (c) use the Embedded Utility Electricity Infrastructure in the Lot Burdened to supply the Embedded Utility Electricity Service;
- (d) enter any part of the Lot Burdened (together with any required equipment) necessary to:
- (i) exercise its rights or comply with its obligations under this Easement;
 - (ii) read and monitor meters, data cabling and associated equipment forming part of the Embedded Utility Electricity Infrastructure; and
 - (iii) carry out any works to the Embedded Utility Electricity Infrastructure permitted or required under the terms of this Easement;
- (c) carry out work to the Embedded Utility Electricity Infrastructure in the Lot Burdened including constructing, installing, placing, repairing, replacing or maintaining the Embedded Utility Electricity Infrastructure.
- 3.2 The Grantee must:
- (a) repair and maintain the Embedded Utility Electricity Infrastructure in the Lot Burdened; and
 - (b) when exercising its rights under this Easement:
 - (i) ensure all work is done in a proper and workmanlike manner and in accordance with any applicable Laws and the requirements of any relevant Authority;
 - (ii) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
 - (iii) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
 - (iv) restore the Lot Burdened as nearly as is practicable to its former condition; and
 - (v) make good any collateral damage.


Council Authorised Person
Shell Cove – s88B instrument

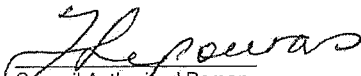
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

(Sheet 7 of 14)

Plan: **SP108419**

Plan of Subdivision of Lot 5071 in DP1238340
covered by Subdivision Certificate No. 192/2023
Dated 18 June 2024

-
- 3.3 The Grantee acknowledges and agrees that access to the Lot Burdened may be regulated by security door and Security Keys. The Grantor must provide the Grantee with Security Keys as necessary to allow the Grantee to exercise its rights under this Easement.
- 3.4 In regard to the Security Keys issued by the Grantor under clause 3.3, the Grantee must:
- (a) comply with the reasonable instructions of the Grantor about use of the Security Keys;
 - (b) take all reasonable steps not to lose the Security Keys;
 - (c) immediately notify the Grantor if the Grantee or its Authorised Users lose a Security Key; and
 - (d) pay to the Grantor the reasonable cost of additional or replacement Security Keys (excluding their first Security Key).
- 3.5 The Grantor must not do anything to prevent, hinder or interfere with the Embedded Utility Electricity Service and the Embedded Utility Electricity Infrastructure in the Lot Burdened or the Grantee exercising its rights under this Easement.
- 3.6 The Grantor and the Grantee acknowledge and agree that:
- (a) the Grantor may, in common with the Grantee, install, keep, maintain, repair and replace its equipment, infrastructure and services in the Lot Burdened;
 - (b) the Grantee must exercise its rights under this Easement so that the Grantor is not excluded from exercising its rights referred to in clause 3.1(a); and
 - (c) without limiting clause 3.5, the Grantor must exercise its rights referred to in clause 3.6(a) so that the Grantee is not excluded from exercising its right under this Easement.
- 3.7 The Grantee releases and indemnifies the Grantor from and against all damage, expense, loss or liability suffered or incurred by the Grantor arising from or in consequence of the exercise by the Grantee and its Authorised Users of their rights under this Easement or breach of this Easement by the Grantee and its Authorised Users including:
- (a) loss or damage to property including the property of the Grantor or any occupier of the Lot Burdened; and
 - (b) loss, expense or liability in respect of personal injury, disease, illness or death.
- 3.8 The release and indemnity under clause 3.7, will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Grantor or its officers,


Council Authorised Person
Shell Cove – s88B instrument

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 Conveyancing Act 1919

(Sheet 8 of 14)

Plan: **SP108419**


Plan of Subdivision of Lot 5071 in DP1238340
covered by Subdivision Certificate No. 192/2023
Dated 18 June 2024

employees, contractors or agents and does not extend to loss which would have been avoided had the Grantor used reasonable endeavours to mitigate its loss.

4. TERMS OF EASEMENT FOR EMBEDDED HOT WATER SERVICE (WHOLE OF LOT) NUMBERED 2 IN THE PLAN

4.1 The Grantor grants to the Grantee and its Authorised Users full, free and unimpeded right at all times and for all lawful purposes to:

- (a) install, keep, maintain, repair and replace tanks, circulating pumps, boilers and control equipment, pipes, meters and associated equipment in the Lot Burdened which is connected to or forms part of the Embedded Hot Water Service Plant and Infrastructure in that part of the Lot Burdened located in the mechanical plant room on the mezzanine level of the building;
- (b) install, keep, maintain, repair and replace meters and meter data cabling and associated equipment which is connected to or forms part of Embedded Hot Water Service Plant and Infrastructure in that part of the Lot Burdened comprising meter cupboards;
- (c) install, keep, maintain, repair and replace pipes, valving and control equipment and associated equipment in the Lot Burdened which is connected to or forms part of Embedded Hot Water Service Plant and Infrastructure in that part of the Lot Burdened comprising services infrastructure areas;
- (d) use that part of the Lot Burdened comprising the pipes for the supply of water to the Lot Burdened and the Strata Lots to connect the Embedded Hot Water Service Plant and Infrastructure;
- (e) use the Embedded Hot Water Service Plant and Infrastructure in the Lot Burdened to supply the Embedded Hot Water Service;
- (f) enter any part of the Lot Burdened (together with any required equipment) necessary to:
 - (i) exercise its rights or comply with its obligations under this Easement;
 - (ii) read and monitor meters, data cabling and associated equipment forming part of the Embedded Hot Water Service Plant and Infrastructure; and
 - (iii) carry out any works to the Embedded Hot Water Service Plant and Infrastructure permitted or required under the terms of this Easement.


Council Authorised Person
Shell Cove – s88B instrument

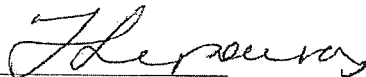
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

(Sheet 9 of 14)

Plan: **SP108419**

Plan of Subdivision of Lot 5071 in DP1238340
covered by Subdivision Certificate No. 192/2023
Dated 18 June 2024

-
- (g) carry out work to the Embedded Hot Water Service Plant and Infrastructure in the Lot Burdened including constructing, installing, placing, repairing, replacing or maintaining the Embedded Hot Water Service Plant and Infrastructure.
- 4.2 The Grantee must:
- (a) repair and maintain the Embedded Hot Water Service Plant and Infrastructure in the Easement Site; and
- (b) when exercising its rights under this Easement:
- (i) ensure all work is done in a proper and workmanlike manner and in accordance with any applicable Laws and the requirements of any relevant Authority;
- (ii) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (iii) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (iv) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (v) make good any collateral damage.
- 4.3 The Grantee acknowledges and agrees that access to the Lot Burdened may be regulated by security door and Security Keys. The Grantor agrees to provide the Grantee with Security Keys as necessary to allow the Grantee to exercise its rights under this Easement.
- 4.4 In regard to the Security Keys issued by the Grantor under clause 4.3, the Grantee must:
- (a) comply with the reasonable instructions of the Grantor about use of the Security Keys;
- (b) take all reasonable steps not to lose the Security Keys;
- (c) immediately notify the Grantor if the Grantee or its Authorised Users lose a Security Key; and
- (d) pay to the Grantor the reasonable cost of additional or replacement Security Keys (excluding their first Security Key).
- 4.5 The Grantor must not do anything to prevent, hinder or interfere with the Embedded Hot Water Service and the Embedded Hot Water Service Plant and Infrastructure in the Lot Burdened or the Grantee exercising its rights under this Easement.



Council Authorised Person
Shell Cove – s88B instrument

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 Conveyancing Act 1919

(Sheet 10 of 14)

Plan:

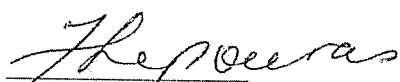
SP108419

Plan of Subdivision of Lot 5071 in DP1238340
covered by Subdivision Certificate No. 192/2023
Dated 18.06.2024

-
- 4.6 The Grantor and the Grantee acknowledge and agree that:
- (a) the Grantor may, in common with the Grantee, install, keep, maintain, repair and replace its equipment, infrastructure and services in the Easement Site;
 - (b) the Grantee must exercise its rights under this Easement so that the Grantor is not excluded from exercising its rights referred to in clause 4.6(a); and
 - (c) without limiting clause 4.5, the Grantor must exercise its rights referred to in clause 4.6(a) so that the Grantee is not excluded from exercising its right under this Easement.
- 4.7 The Grantee releases and indemnifies the Grantor from and against all damage, expense, loss or liability suffered or incurred by the Grantor arising from or in consequence of the exercise by the Grantee and its Authorised Users of their rights under this Easement or breach of this Easement by the Grantee and its Authorised Users including:
- (a) loss or damage to property including the property of the Grantor or any occupier of the Lot Burdened; and
 - (b) loss, expense or liability in respect of personal injury, disease, illness or death.
- 4.8 The release and indemnity under clause 4.7, will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Grantor or its officers, employees, contractors or agents and does not extend to loss which would have been avoided had the Grantor used reasonable endeavours to mitigate its loss.

**5. EASEMENT FOR EMBEDDED SOLAR GENERATION
INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (C)
NUMBERED 3 IN THE PLAN**

- 5.1 The Grantor grants to the Grantee and its Authorised Users full, free and unimpeded right at all times and for all lawful purposes to:
- (a) install, keep, maintain, repair and replace the Embedded Solar Generation Infrastructure in the Easement Site;
 - (b) use the Embedded Solar Generation Infrastructure in the Easement Site to supply the Embedded Utility Electricity Service;


Council Authorised Person
Shell Cove – s88B instrument

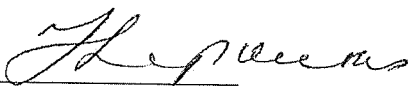
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

(Sheet 11 of 14)

Plan: **SP108419**

Plan of Subdivision of Lot 5071 in DP1238340
covered by Subdivision Certificate No. 192/2023
Dated 18 June 2024

-
- (c) enter any part of the Lot Burdened (together with any required equipment) necessary to:
- (i) exercise its rights or comply with its obligations under this Easement;
 - (ii) read and monitor meters, data cabling and associated equipment forming part of the Embedded Solar Generation Infrastructure; and
 - (iii) carry out any works to the Embedded Solar Generation Infrastructure permitted or required under the terms of this Easement.
- (d) carry out work to the Embedded Solar Generation Infrastructure in the Easement Site including constructing, installing, placing, repairing, replacing or maintaining the Embedded Solar Generation Infrastructure.
- 5.2 The Grantee must:
- (a) repair and maintain the Embedded Solar Generation Infrastructure; and
 - (b) when exercising its rights under this Easement:
 - (i) ensure all work is done in a proper and workmanlike manner and in accordance with any applicable Laws and the requirements of any relevant Authority;
 - (ii) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
 - (iii) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
 - (iv) restore the Lot Burdened as nearly as is practicable to its former condition; and
 - (v) make good any collateral damage.
- 5.3 The Grantee acknowledges and agrees that access to the Lot Burdened may be regulated by security door and Security Keys. The Grantor must provide the Grantee with Security Keys as necessary to allow the Grantee to exercise its rights under this Easement.
- 5.4 In regard to the Security Keys issued by the Grantor under clause 5.3, the Grantee must:
- (a) comply with the reasonable instructions of the Grantor about use of the Security Keys;
 - (b) take all reasonable steps not to lose the Security Keys;


Council Authorised Person
Shell Cove – s88B instrument

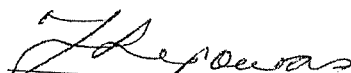
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Plan: **SP108419**

(Sheet 12 of 14)

Plan of Subdivision of Lot 5071 in DP1238340
covered by Subdivision Certificate No. 192/2023
Dated 18 June 2024

- (c) immediately notify the Grantor if the Grantee or its Authorised Users lose a Security Key; and
- (d) pay to the Grantor the reasonable cost of additional or replacement Security Keys (excluding their first Security Key).
- 5.5 The Grantor must not do anything to prevent, hinder or interfere with the Embedded Solar Generation Infrastructure in the Easement Site or the Grantee exercising its rights under this Easement including:
- (a) doing anything which obstructs the flow of the Embedded Solar Generation Infrastructure; and
- (b) without limiting clause 5.5(a), placing or constructing anything on the Embedded Solar Generation Infrastructure in the Easement Site.
- 5.6 The Grantee releases and indemnifies the Grantor from and against all damage, expense, loss or liability suffered or incurred by the Grantor arising from or in consequence of the exercise by the Grantee and its Authorised Users of their rights under this Easement or breach of this Easement by the Grantee and its Authorised Users including:
- (a) loss or damage to property including the property of the Grantor or any occupier of the Lot Burdened; and
- (b) loss, expense or liability in respect of personal injury, disease, illness or death.
- 5.7 The release and indemnity under clause 5.6, will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Grantor or its officers, employees, contractors or agents and does not extend to loss which would have been avoided had the Grantor used reasonable endeavours to mitigate its loss.
- 6. EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (F)
NUMBERED 4 IN THE PLAN**
- 6.1 **Grant of easement**
- The Grantor grants the Grantee and its Authorised Users (including the public) rights of pedestrian access and egress across those parts of the Easement Site where a walkway designed for pedestrian use is located. This easement permits the full and free right for the Grantee and its Authorised Users to go, pass and repass at all times over those parts of the Easement Site where a walkway designed for pedestrian use is located.
- 6.2 **Obligations of the Grantee**


Council Authorised Person
Shell Cove – s88B instrument

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 Conveyancing Act 1919

(Sheet 13 of 14)

Plan: **SP108419**

Plan of Subdivision of Lot 5071 in DP1238340
covered by Subdivision Certificate No. 192/2023
Dated 18 June 2024

When exercising their rights under this easement, the Grantee and its Authorised Users must:

- (a) cause as little inconvenience as practicable to the Grantor or Occupiers of a Lot Burdened;
- (b) comply with the requirements and rules made by the Grantor according to this easement;
- (c) not damage the Lot Burdened or any improvements on it; and
- (d) promptly repair any damage which the Grantee or its Authorised Users cause to the Lot Burdened or the Easement Site.

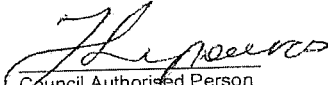
6.3 Suspension of Access

The Grantor may temporarily suspend access to, and use of, parts of the Easement Site in an emergency or for maintenance purposes on the following conditions:

- (a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend use of parts of the Easement Site by notice posted on or near the relevant area; and
- (b) the Grantor must suspend use of parts of the Easement Site only for the period required to remedy an emergency or maintain the Easement Site.

6.4 Making rules

Subject to the terms of this easement, the Grantor may make rules about the use of the Easement Site located in the Lot Burdened by the Grantee and its Authorised Users.


Council Authorised Person
Shell Cove – s88B instrument

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 Conveyancing Act 1919

(Sheet 14 of 14)

Plan: **SP108419**

Plan of Subdivision of Lot 5071 in DP1238340
covered by Subdivision Certificate No. 192/2023
Dated 18 June 2024

Execution by the Registered Proprietors:

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

..... SHELLHARBOUR COUNCIL

Signature (authorised delegate) *[Signature]* Position Held (authorised delegate)
Flora Lepours
Flora Lepours
PUBLIC OFFICER

.....
Name (authorised delegate)

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

[Signature]
.....
Signature (eligible witness)

76 Cygnet Ave
Shellharbour City Centre
NSW 2529
.....

Address (eligible witness)

Lynda Ho
.....
Name (eligible witness)

[Signature]
Council Authorised Person
Shell Cove - s88B instrument

REGISTERED:  09/08/2024

- (A) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (B) RESTRICTION ON THE USE OF LAND
- (C) EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE
- (D) EASEMENT FOR UNDERGROUND CABLES 1.5 WIDE
- (E) RESTRICTION ON THE USE OF LAND
- (F) EASEMENT FOR DRAINAGE (WHOLE OF LOT 5074)

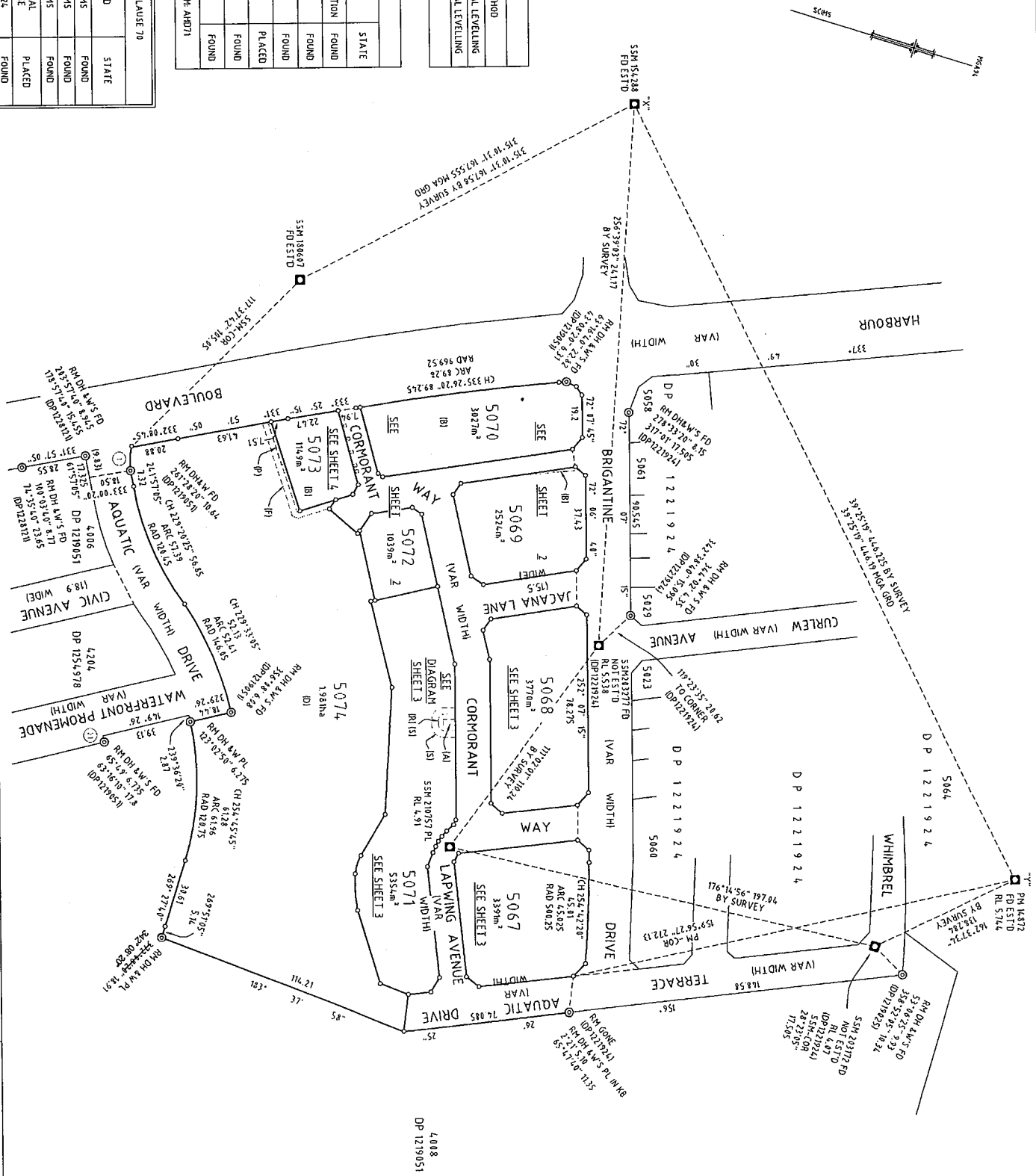
SCHEDULE OF SHORT AND CURVED LINES	No.	BEARING	DISTANCE	ARC	RADIUS
	1	S54°25'4"0"	10.41	10.465	2374.5
	21	S7°32'35"	2.8	2.8	77.83

HEIGHT DIFFERENCE SCHEDULE	FROM	TO	HEIGHT DIFFERENCE	METHOD
	PH 14872	SSM 210757	-4.834	DIFFERENTIAL LEVELLING
	SSM 210757	PH 14872	0.834	DIFFERENTIAL LEVELLING

HEIGHT SCHEDULE	MARK	AND VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
	PH 14872	5.744	LB	L2	FROM SCMS - DATUM VALIDATION	FOUND
	SSM 203172	4.07	U	U	FROM DP 1221924 - DATUM VALIDATION	FOUND
	SSM 203277	5.538	U	U	FROM DP 1221924 - DATUM VALIDATION	FOUND
	SSM 210757	4.91	LD	N/A	DIFFERENTIAL LEVELLING	PLACED
	SSM 154288	8.38	LD	N/A	DIFFERENTIAL LEVELLING	FOUND
	SSM 186697	7.88	LD	N/A	DIFFERENTIAL LEVELLING	FOUND

SURVEYING AND SPATIAL INFORMATION REGULATION 2013: CLAUSE 70						
MARK	HGA COORDINATES	CLASS	ORDER	METHOD	STATE	
PH 14872	304 191 689 6 171 170 844	B	2	FROM SCMS	FOUND	
SSM 154288	303 997 264 6 170 825 483	C	4	FROM SCMS	FOUND	
SSM 186697	304 025 371 6 178 706 633	D	4	FROM SCMS	FOUND	
SSM 210757	304 244.8 6 178 84.15	D	N/A	CADASTRAL TRAVERSE	PLACED	
SSM 203172	304 2319 6 171 038.1	D	U	DP 1221924	FOUND	
SSM 203277	304 14.13 6 172 881.0	D	U	DP 1221924	FOUND	

DATE OF SCMS COORDINATES: 3/9/2019 HGA ZONE: 56 HGA DATUM: GDA94
 DATE OF SCMS AND VALUES: 3/10/2019 HGA DATUM: AHD71
 COMBINED SCALE FACTOR: 1.00069



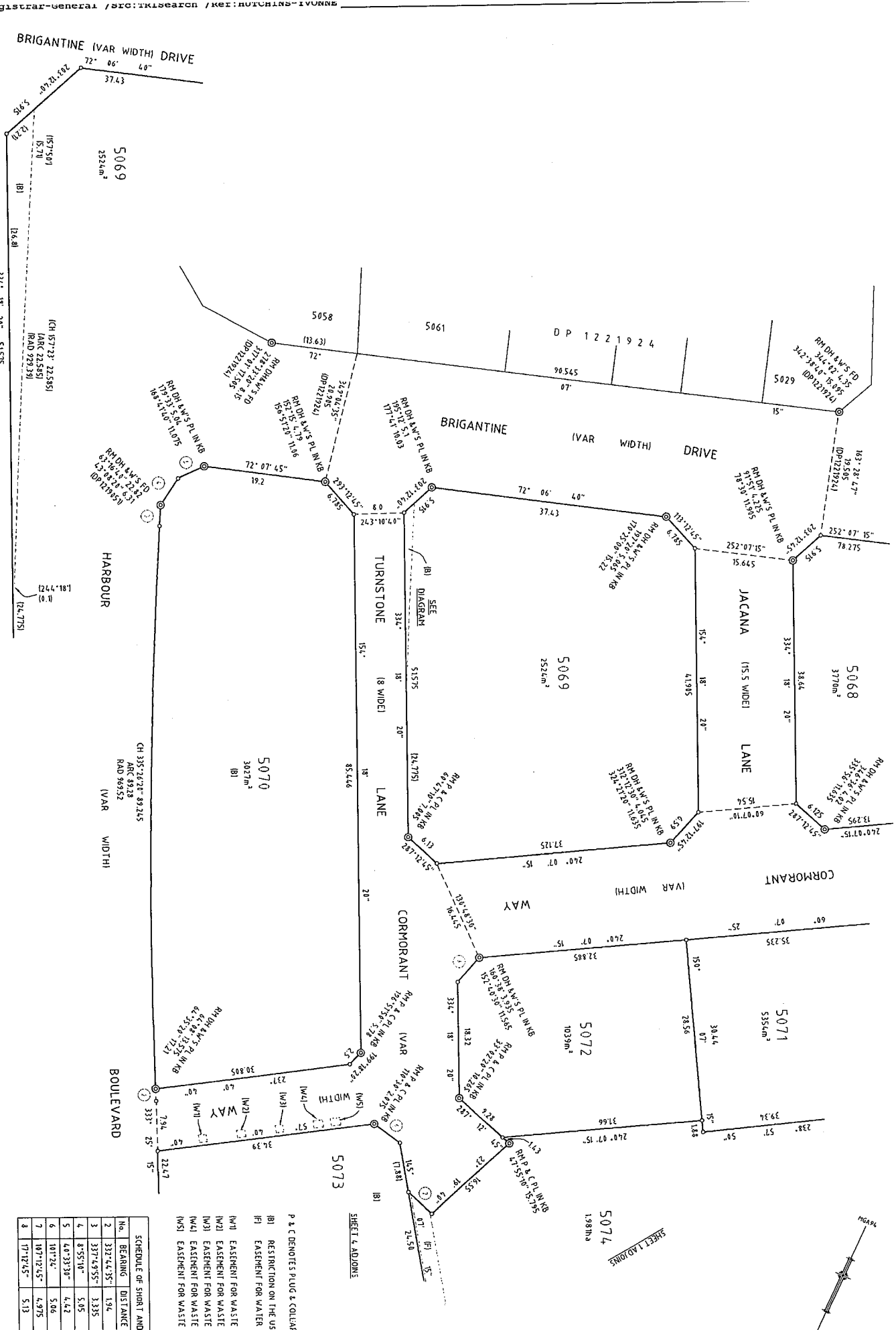
Surveyor: **HANNAH MARTIN**
 Date of Survey: **20/9/2019**
 Surveyor's Ref: **1681522-E2**

PLAN OF SUBDIVISION OF
LOT 5066 ON DP1221924

LGA: **SHELLHARBOUR**
 Locality: **SHELL COVE**
 Subdivision No: **SC009822019**

Registered
11.12.2019

DP1238



SCHEDULE OF SHORT AND CURVED LINES

No	BEARING	DISTANCE	ARC	RAD
1	332°42'35"	1.94	1.94	969
2	337°49'55"	3.335		
3	8°55'10"	5.05		
4	4.0°33'30"	4.42		
5	101°12'42"	5.06		
6	107°12'15"	4.975		
7	17°12'45"	5.13		

- P & C DENOTES PILE & COLLAR
- (B) RESTRICTION ON THE USE OF LAND
 - (E) EASEMENT FOR WATER SUPPLY PIPE
 - (W1) EASEMENT FOR WASTE SERVICING 121
 - (W2) EASEMENT FOR WASTE SERVICING 121
 - (W3) EASEMENT FOR WASTE SERVICING 121
 - (W4) EASEMENT FOR WASTE SERVICING 121
 - (W5) EASEMENT FOR WASTE SERVICING 121

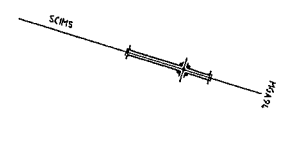
DIAGRAM SCALE 1:50
TURNSTONE (18 WIDE)
LANE
HARBOUR (VAR WIDTH)
CORPORANT (VAR WIDTH)
WAY
BOULEVARD (VAR WIDTH)

Surveyor: HANNAH MARTIN
Date of Survey: 28/9/2019
Surveyor's Ref: 160522-E2

PLAN OF SUBDIVISION OF LOT 5069 ON DP1238/924

LGA: SHELLHARBOUR
Locality: SHELL COVE
Subdivision No: SC0092/2019
Lengths are in metres. Reduction Ratio 1:500

Registered
11.12.2019
DP1238/924



No.	BEARING	DISTANCE	ARC	RADIUS
9	88°35'24"	1.67		
10	86°44'28"	2.235		
11	120°23'10"	4.555		
12	115°06'45"	3.215		
13	109°42'45"	2.695		
14	110°22'10"	2.6		
15	95°41'25"	3.075		
16	92°01'25"	6.795		
17	103°18'25"	7.5		
18	156°26'15"	10.095		
19	68°42'30"	16.215		
20	94°16'45"	8.545		
21		8.62		
22		19.17		

No.	BEARING	DISTANCE	ARC	RADIUS
22	120°14'10"	16.21	14.711	13.0
23	120°14'10"	16.21	14.711	13.0
24	120°14'10"	16.21	14.711	13.0
25	120°14'10"	16.21	14.711	13.0

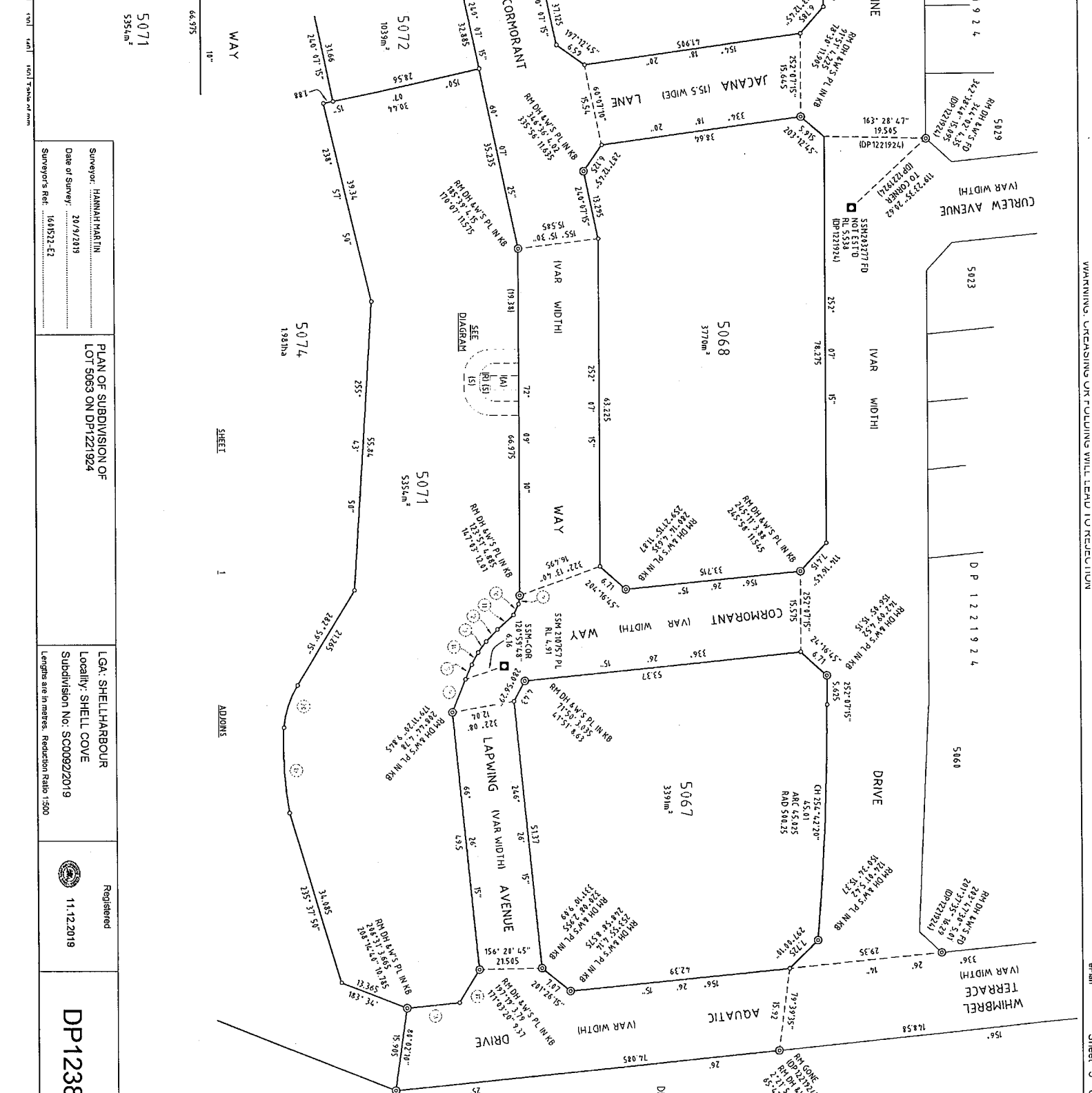
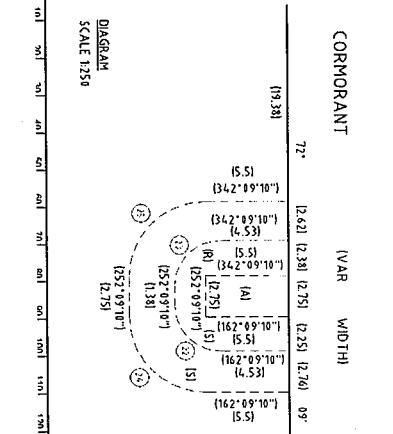
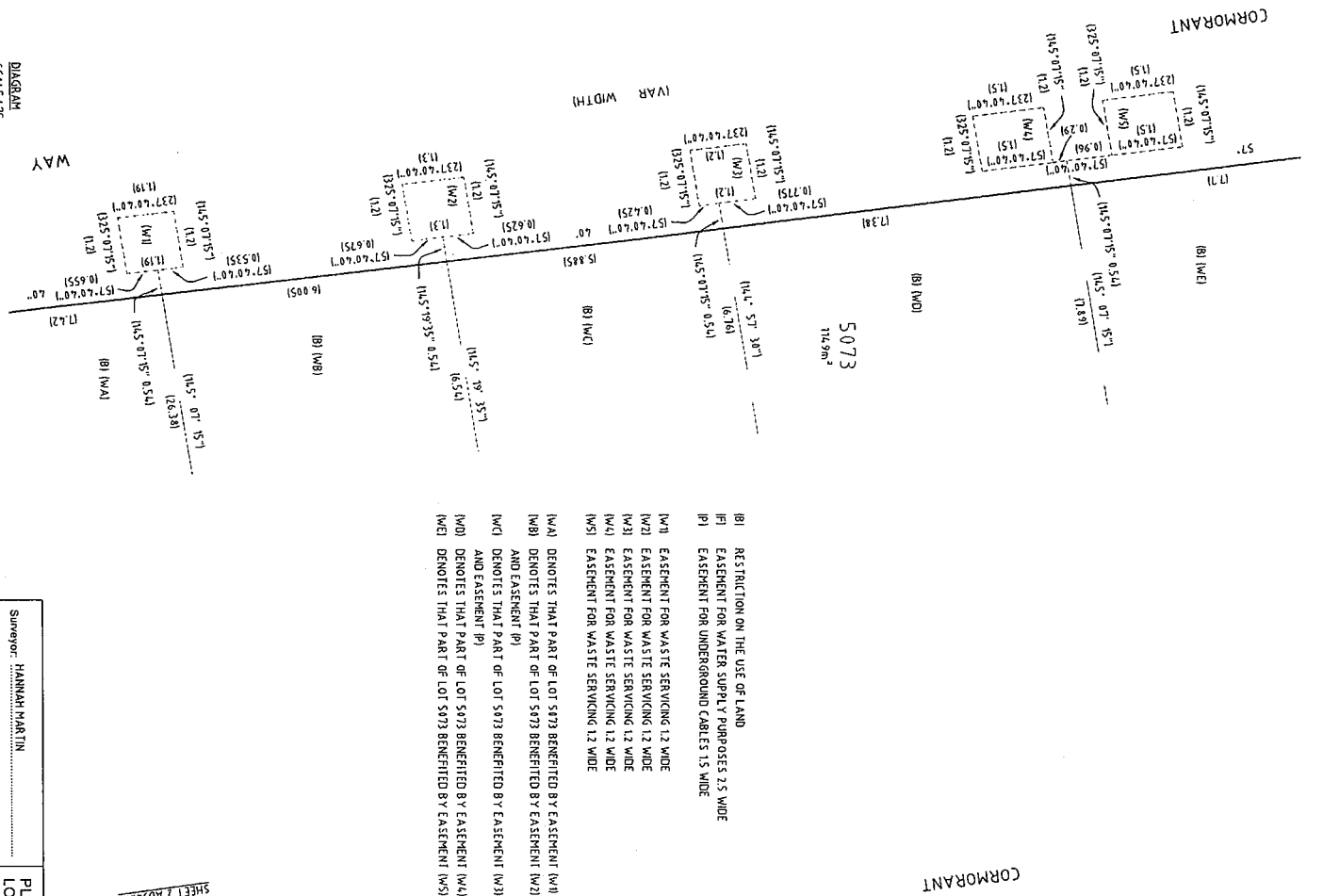


DIAGRAM
SCALE 1:250

Surveyor: HANNAH MARTIN
Date of Survey: 20/9/2019
Surveyor's Ref: 160522-E2

PLAN OF SUBDIVISION OF
LOT 5063 ON DP1221924

Localty: SHELL COVE
Subdivision No: SC00922019
Registered
11.12.2019
DP12388



- (R1) RESTRICTION ON THE USE OF LAND
- (W1) EASEMENT FOR WASTE SERVICING 12 WIDE
- (W2) EASEMENT FOR WASTE SERVICING 12 WIDE
- (W3) EASEMENT FOR WASTE SERVICING 12 WIDE
- (W4) EASEMENT FOR WASTE SERVICING 12 WIDE
- (W5) EASEMENT FOR WASTE SERVICING 12 WIDE
- (W6) EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE
- (R2) EASEMENT FOR UNDERGROUND CABLES 15 WIDE
- (W7) EASEMENT FOR WASTE SERVICING 12 WIDE
- (W8) EASEMENT FOR WASTE SERVICING 12 WIDE
- (W9) EASEMENT FOR WASTE SERVICING 12 WIDE
- (W10) EASEMENT FOR WASTE SERVICING 12 WIDE
- (W11) EASEMENT FOR WASTE SERVICING 12 WIDE
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- (W99) EASEMENT FOR WASTE SERVICING 12 WIDE
- (W100) EASEMENT FOR WASTE SERVICING 12 WIDE

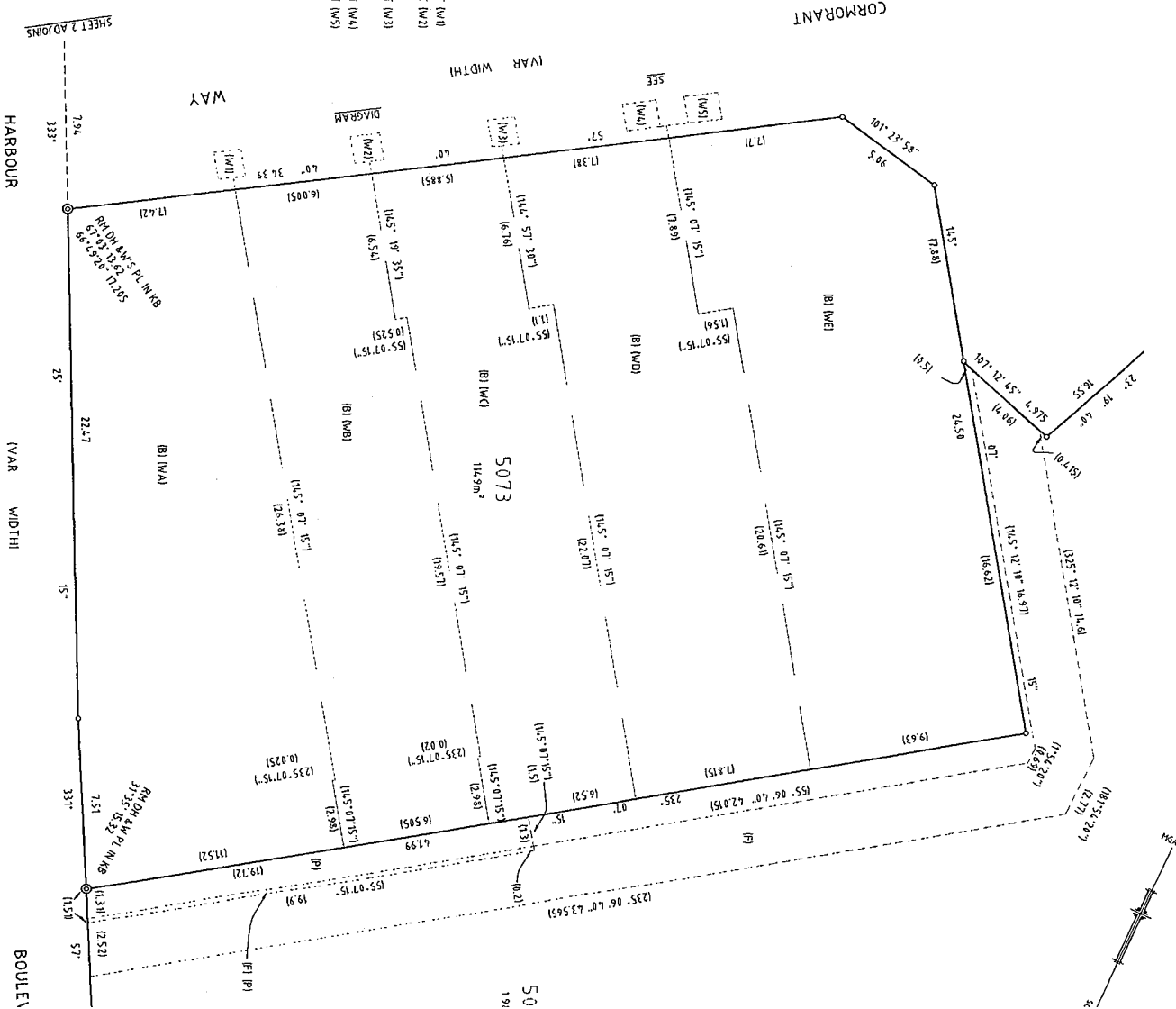
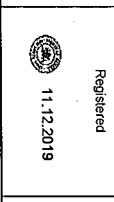


DIAGRAM
SCALE 1/75

Surveyor: HANNAH MARTIN
 Date of Survey: 20/9/2019
 Surveyor's Ref.: 1401524-42




PLAN OF SUBDIVISION OF
 LOT 5063 ON DP1221924


LGA: SHELLHARBOUR
 Locality: SHELL COVE
 Subdivision No. SC009922019
 Lengths are in metres. Reduction Ratio 1:150




DP1238

111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000

PLAN FORM 6_E (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Registered:  11.12.2019 Title System: TORRENS	Office Use Only <div style="text-align: center; font-size: 2em; font-weight: bold;">DP1238340</div>	
PLAN OF SUBDIVISION OF LOT 5063 ON DP1221924	LGA: SHELLHARBOUR Locality: SHELL COVE Parish: TERRAGONG County: CAMDEN	
<div style="text-align: center;">Survey Certificate</div> I, HANNAH MARTIN of BEVERIDGE WILLIAMS incorporating DUNLOP THORPE 447 KENT STREET, SYDNEY 2000 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: <ul style="list-style-type: none"> (a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on <u>20/9/2019</u> (b) Partial Survey (c) Compilation Datum Line: "X"- "Y" Type: Urban <input checked="" type="checkbox"/> Rural <input type="checkbox"/> Signature:  Dated: 1/10/2019 Surveyor Identification No: 9129 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>	<div style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</div> 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: <hr/> <div style="text-align: center;">Subdivision Certificate</div> I, <u>Luke Preston</u> , Authorised officer certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: <u>SHELLHARBOUR CITY COUNCIL</u> Date of endorsement: <u>30/10/19</u> Subdivision Certificate number: <u>SC0092/2019</u> File number:	
Plans used in the preparation of survey. DP1219051 DP1221924 DP1228121 DP1228121	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE TO THE PUBLIC: TURNSTONE LANE 8 WIDE, JACANA LANE 15.5 WIDE, LAPWING AVENUE VARIABLE WIDTH AND AQUATIC DRIVE VARIABLE WIDTH AS PUBLIC ROADS. CORMORANT WAY VARIABLE WIDTH SUBJECT TO EASEMENTS FOR WASTE SERVICING 1.2 WIDE W1, W2, W3, W4, W5 AS PUBLIC ROAD.	
Surveyor's Reference: 1601522-E2	Signatures, Seals and Section 88B Statements should appear on <div style="text-align: center;">PLAN FORM 6A</div>	

PLAN FORM 6_E (2019) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheet(s)
Registered:  11.12.2019	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 5063 ON DP1221924		DP1238340
Subdivision Certificate number: SC0092/2019 Date of Endorsement: 30/10/19	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • 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. 	
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO;</p> <p>CREATE:</p> <ol style="list-style-type: none"> 1. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (A) 2. RESTRICTION ON THE USE OF LAND (R) 3. RESTRICTION ON THE USE OF LAND (S) 4. EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE (F) 5. RESTRICTION ON THE USE OF LAND (B) 6. EASEMENT FOR WASTE SERVICING 1.2 WIDE (W1) 7. EASEMENT FOR WASTE SERVICING 1.2 WIDE (W2) 8. EASEMENT FOR WASTE SERVICING 1.2 WIDE (W3) 9. EASEMENT FOR WASTE SERVICING 1.2 WIDE (W4) 10. EASEMENT FOR WASTE SERVICING 1.2 WIDE (W5) 11. EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT 5074) (D) 12. EASEMENT FOR UNDERGROUND CABLES 1.5 WIDE (P) 		
<p>STREET ADDRESS FOR ALL LOTS ARE NOT AVAILABLE.</p> <p>If space is insufficient use additional annexure sheet</p>		
Surveyor's Reference: 1601522-E2		

PLAN FORM 6_E (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)

Registered:  11.12.2019 Office Use Only

Office Use Only

DP1238340


PLAN OF SUBDIVISION
OF LOT 5063 ON DP1221924

Subdivision Certificate number: SC0092/2019
Date of Endorsement: 30/10/2019

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
 - 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.

EXECUTION BY THE REGISTERED PROPRIETORS

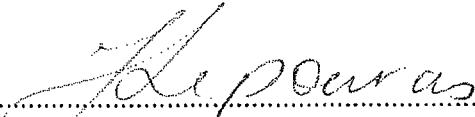
THE COMMON SEAL of
THE COUNCIL OF THE CITY OF SHELLHARBOUR

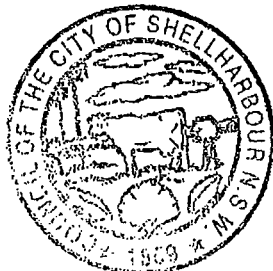

MAYOR - MARIANNE SALIBA

WAS AFFIXED ON 11 November 2019

PURSUANT TO A RESOLUTION MADE ON

24 September 2019


GENERAL-MANAGER/PUBLIC OFFICER
FLORA LEPOURAS



If space is insufficient use additional annexure sheet

Surveyor's Reference: 1601522-E2

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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

(Sheet 1 of 14 Sheets)

Lengths are in metres

Plan:**DP1238340**

Plan of Subdivision of Lot 5063 on
DP1221924, Covered by Subdivision
Certificate No: SC0092/2019


Dated: 30/10/19

Full Name and Address of the
Registered Proprietor of the
Land:

The Council of the City of Shellharbour
76 Cygnet Avenue
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 Padmount Substation 2.75 wide (A)	5071	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
2.	Restriction on the Use of Land (R)	PT 5071	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)


General Manager / Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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

Lengths are in metres



(Sheet 2 of 14 Sheets)

Plan:**DP1238340**

Plan of Subdivision of Lot 5063 on
DP1221924, Covered by Subdivision
Certificate No: *SC0092/2019*

Dated: *30/10/19*

3.	Restriction on the Use of Land (S)	<i>PT</i> 5071	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
4.	Easement for Water Supply Purposes 2.5 Wide (F)	5074	Sydney Water Corporation
5.	Restriction on the Use of Land (B)	PT5069, 5070, 5073	The Council of the City of Shellharbour
6.	Easement for Waste Servicing 1.2 Wide (W1)	Part of Cormorant Way	PT5073 Denoted (WA)
7.	Easement for Waste Servicing 1.2 Wide (W2)	Part of Cormorant Way	PT 5073 Denoted (WB)
8.	Easement for Waste Servicing 1.2 Wide (W3)	Part of Cormorant Way	PT 5073 Denoted (WC)
9.	Easement for Waste Servicing 1.2 Wide (W4)	Part of Cormorant Way	PT 5073 Denoted (WD)

 
General Manager / Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
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POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT 1919**

ePlan

Lengths are in metres

(Sheet 3 of 14 Sheets)

Plan:**DP1238340**

Plan of Subdivision of Lot 5063 on
DP1221924, Covered by Subdivision
Certificate No: 50092/2019

Dated: 30/10/19


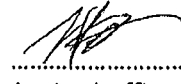
10.	Easement for Waste Servicing 1.2 Wide (W5)	Part of Cormorant Way	PT 5073 Denoted (WE)
11.	Easement for Drainage of Water (whole of lot)	5074	5071, 5072, 5073
12.	Easement for underground cables 1.5 wide (P)	5074	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)

PART 2 (Terms)

**TERMS OF EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE NUMBERED 1
IN THE PLAN (A)**

1.0 Definitions

- 1.1 **easement site** means that part of the lot burdened that is affected by this easement.
- 1.2 **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.

 
.....
General Manager / Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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

Lengths are in metres

(Sheet 4 of 14 Sheets)

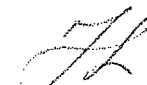

Plan:

DP1238340

Plan of Subdivision of Lot 5063 on
DP1221924, Covered by Subdivision
Certificate No: *SC0092/2019*

Dated: *30/10/19*

- 1.3 **Epsilon Distribution Ministerial Holding Corporation** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 1.5 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
- 1.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 1.7 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.
- 2.0 Epsilon Distribution Ministerial Holding Corporation may:
 - 2.1 Install electrical equipment within the easement site,
 - 2.2 excavate the easement site to install the electrical equipment.
 - 2.3 use the electrical equipment for the transmission of electricity,
 - 2.4 enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,


General Manager /  Authorised Officer

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88B OF THE CONVEYANCING ACT 1919**

ePlan

Lengths are in metres

(Sheet 5 of 14 Sheets)


Plan:

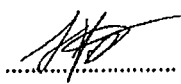
DP1238340

Plan of Subdivision of Lot 5063 on
DP1221924, Covered by Subdivision
Certificate No: SC0092/2019

Dated: 30/10/2019

- 2.5 trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
- 2.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.
- 3.0 In exercising its rights under this easement Epsilon Distribution Ministerial Holding Corporation will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
- 4.0 The owner agrees that, without the prior written permission of Epsilon Distribution Ministerial Holding Corporation and in accordance with such conditions as Epsilon Distribution Ministerial Holding Corporation may reasonably impose, it will not:
 - 4.1 install or permit to be installed any services or structure within the easement site, or
 - 4.2 alter the surface level of the easement site, or
 - 4.3 do or permit to be done anything that restricts access to the easement site by Epsilon Distribution Ministerial Holding Corporation.
- 5.0 Epsilon Distribution Ministerial Holding Corporation will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.
- 6.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
 - 6.1 Notwithstanding any other provision in this easement, the owner grants to Epsilon Distribution Ministerial Holding Corporation the easement and acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system,


General Manager


Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
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88B OF THE CONVEYANCING ACT 1919**

ePlan

Lengths are in metres

(Sheet 6 of 14 Sheets)

Plan:

DP1238340

Plan of Subdivision of Lot 5063 on
DP1221924, Covered by Subdivision
Certificate No: SC0092/2019

Dated: 30/10/2019

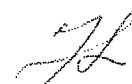
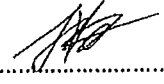
and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

- 6.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 2 IN THE PLAN (R)

1.0 Definitions

- 1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 **erect** includes construct, install, build and maintain.
- 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
- 2.0 No building shall be erected or permitted to remain within the restriction site unless:


General Manager / 
Authorised Officer

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- 2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- 2.3 the owner provides the prescribed authority with an engineer's certificate to this effect.
- 3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
- 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.


.....
General Manager / Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
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ePlan

(Sheet 8 of 14 Sheets)

Plan:

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Dated: 30/10/2019

TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 3 IN THE PLAN (S)

1.0 Definitions:

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


1.2 "restriction site" means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

2.0 No swimming pool or spa must be erected or permitted to remain within the restriction site.

3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

3.1 Notwithstanding any other provision in this easement, the owner grants to Epsilon Distribution Ministerial Holding Corporation the easement and acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.


General Manager / Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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

Lengths are in metres

(Sheet 9 of 14 Sheets)

Plan:

DP1238340

Plan of Subdivision of Lot 5063 on
DP1221924, Covered by Subdivision
Certificate No: *SC0092/2019*

Dated: *20/10/2019*

TERMS OF EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE NUMBERED 4 IN THE PLAN (F)

The terms set out in Memorandum No. AE292281 registered at NSW Land and Registry Services are incorporated into this document.

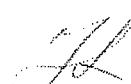
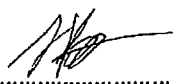
TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 5 IN THE PLAN (B)

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

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

TERMS OF EASEMENT FOR WASTE SERVICING 1.2 WIDE NUMBERED 6 IN THE PLAN (W1)

The owner of any lot burdened shall permit placement of bins for waste collection within that part of the lot burdened.


General Manager / 
Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
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(Sheet 10 of 14 Sheets)

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Dated: 30/10/19

**TERMS OF EASEMENT FOR WASTE SERVICING 1.2 WIDE NUMBERED 7 IN THE
PLAN (W2)**

The owner of any lot burdened shall permit placement of bins for waste collection within that part of the lot burdened.

**TERMS OF EASEMENT FOR WASTE SERVICING 1.2 WIDE NUMBERED 8 IN THE
PLAN (W3)**

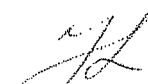

The owner of any lot burdened shall permit placement of bins for waste collection within that part of the lot burdened.

**TERMS OF EASEMENT FOR WASTE SERVICING 1.2 WIDE NUMBERED 9 IN THE
PLAN (W4)**

The owner of any lot burdened shall permit placement of bins for waste collection within that part of the lot burdened.

**TERMS OF EASEMENT FOR WASTE SERVICING 1.2 WIDE NUMBERED 10 IN THE
PLAN (W5)**

The owner of any lot burdened shall permit placement of bins for waste collection within that part of the lot burdened.

 
.....
~~General Manager~~ / Authorised Officer

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(Sheet 11 of 14 Sheets)

Plan:

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Certificate No: SCC092 / 2019

Dated: 30/10/19

**TERMS OF EASEMENT FOR UNDERGROUND CABLES 1.5 WIDE NUMBERED 12 IN
THE PLAN:**

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

NAME OF PERSON(S) OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENTS AND RESTRICTIONS NUMBERED ONE TO THREE INCLUSIVE AND THE EASEMENT NUMBERED TWELVE REFERRED TO IN THE ABOVEMENTIONED PLAN.


Epsilon Distribution Ministerial Holding Corporation


NAME OF PERSON(S) OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENT NUMBERED FOUR REFERRED TO IN THE ABOVEMENTIONED PLAN.

Sydney Water Corporation

NAME OF PERSON(S) OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENTS AND RESTRICTIONS NUMBERED FIVE TO ELEVEN INCLUSIVE REFERRED TO IN THE ABOVEMENTIONED PLAN.

The Council of the City of Shellharbour


.....
General Manager / Authorised Officer


.....
Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
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(Sheet 12 of 14 Sheets)

Plan:

DP1238340

Plan of Subdivision of Lot 5063 on
DP1221924, Covered by Subdivision
Certificate No: SC0092/2019

Dated: 30/10/2019

Execution by Registered Proprietors – The Council of the City of Shellharbour

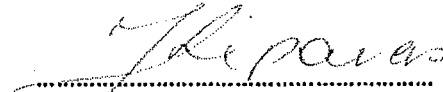
THE COMMON SEAL of

THE COUNCIL OF THE CITY OF
SHELLHARBOUR

Was affixed on 11 November 2019

Pursuant to a resolution made on
24 September 2019


Mayor - MARIANNE SALIBA


General-Manager / Public Officer
FLORA LEPOURAS



INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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

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(Sheet 13 of 14 Sheets)

Plan:
DP1238340

Plan of Subdivision of Lot 5063 on DP1221924, Covered by Subdivision Certificate No: SC0092/2019

Dated: 30/10/2019

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

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

Signature of witness:

Signature of attorney:

Name of witness:

Natasha Isaac

Name and position of attorney:

~~Helen Smith~~ Geoff Kiethmuller
~~Manager Property & Fleet~~
AI Strategic Property Manager

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signing on behalf of:

Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Power of attorney:

Book 4754

No 482

EE reference:

URS21596

Date:

9 October 2019

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
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Certificate No: SC0092/2019

Dated: 30/10/2019

EXECUTED by Sydney Water Corporation (ABN)
49 776 225 038) pursuant to Section 50(3)(a) of)
the Interpretation Act 1987 by and authorized)
delegate:)

Signature of Witness

Signature of Authorised Delegate

LAUREN SCOTT

Name of Witness

GRANT MAY

Name of Authorised Delegate

1 SMITH STREET PARLAMATTA

Address of Witness NEW 2170

PROPERTY PORTFOLIO MANAGER

Title of Authorised Delegate

02.10.2019

Date

REGISTERED



11.12.2019



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

Applicant:

InfoTrack Pty Ltd
GPO BOX 4029
SYDNEY

ecertificates@infotrack.com.au

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

Applicants Reference: HUTCHINS

Certificate No: PL1662/2024

Print Date: 09 August 2024

LAND DESCRIPTION:

15 Cormorant Way SHELL COVE NSW 2529

Lot 5071 DP 1238340

Land ID: 36411

Disclaimer

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

Title Information

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

Inspection of the land

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

PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)

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

1. Name of Relevant Planning Instruments and DCPs

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

Local Environmental Plan

Shellharbour Local Environmental Plan 2013.

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

State Environmental Planning Policies

SEPP - (Exempt & Complying Development Codes) 2008.

SEPP (Housing) 2021.

SEPP (Biodiversity & Conservation) 2021.

SEPP (Industry & Employment) 2021.

SEPP (Planning Systems) 2021.

SEPP (Primary Production) 2021.

SEPP (Resilience & Hazards) 2021.

SEPP (Resources & Energy) 2021.

SEPP (Transport & Infrastructure) 2021.

SEPP - (Precincts Regional) 2021.

SEPP - (Sustainable Buildings) 2022

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

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

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

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

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

Technical Policies

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

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

Planning Proposal – Local Environmental Plans

No exhibited Draft Local Environmental Plans.

Draft State Environmental Planning Policies

Changes to create Low & Mid Rise Housing

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

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

It also proposes changes to:

- the R2 Low Density Residential Zone and R3 Medium Density Residential Zone where they are located within a certain distance of:

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

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

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

Improving Planning Processes to Deliver Infrastructure Faster (March 2024)

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

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

Please refer to the Department of Planning, Housing and Infrastructure website for more information:
<https://www.planningportal.nsw.gov.au/draftplans/exhibition/explanation-intended-effect-improving-planning-processes-deliver-infrastructure-faster>

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

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

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

Please refer to the DPHI website for more information:
<https://www.planningportal.nsw.gov.au/draftplans/exhibition/proposed-changes-complying-development-farm-buildings-rural-sheds-and-earthworks>

Exhibited Technical Policies

There are no Exhibited Technical Policies on this land.

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

No exhibited draft Development Control Plans apply to the land.

.....

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

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

2. ZONING AND LAND USE UNDER RELEVANT LEPs

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

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

Shellharbour LEP 2013 - R3 Medium Density Residential.

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

Shellharbour LEP 2013 - R3: Home occupations.

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

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

2.4 For what purposes is development prohibited within the zone?

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

2.5 Whether additional permitted uses apply to land?

Shellharbour LEP 2013 - No.

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

Shellharbour LEP 2013 - No.

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

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

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

Shellharbour LEP 2013 - No.

2.8 Is the land in a conservation area?

Shellharbour LEP 2013 - No.

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

Shellharbour LEP 2013 - No.

3. CONTRIBUTIONS

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

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

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

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

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

Not applicable.

4. COMPLYING DEVELOPMENT

-
- 4.1 If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of those clauses.
 - 4.2 If complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
 - 4.3 If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
 - 4.4 If the complying development codes are varied, under that Policy, clause 1.12, in the relation to the land.

Housing Code

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

Rural Housing Code

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

Agritourism and Farm Stay Accommodation Code

Complying development under the Agritourism and Farm Stay Accommodation MAY be carried out on the land.

Low Rise Housing Diversity Code

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

Greenfield Housing Code

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

Housing Alterations Code

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

General Development Code

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

.....
Industrial and Business Alterations Code

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

Industrial and Business Buildings Code

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

Container Recycling Facilities Code

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

Subdivisions Code

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

Demolition Code

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

Fire Safety Code

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

5 EXEMPT DEVELOPMENT

5.1 If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.16(1) (b1) to (d) or 1.16A.

5.2 If exempt development may not be carried out on the land because of the provisions of clauses 1.16(1) (b1) to (d) or 1.16A, the reasons why it may not be carried out under those clauses.

5.3 If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

5.4 If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

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

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

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

No.

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

No.

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

No.

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

7. LAND RESERVED FOR ACQUISITION

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

Shellharbour LEP 2013 - No.

8. ROAD WIDENING AND ROAD ALIGNMENT

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

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

No.

(b) Any environment planning instrument?

No.

(c) Any resolution of the Council?

No.

9 FLOOD RELATED DEVELOPMENT CONTROLS

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

No.

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

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

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

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

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

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

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

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

10.1 Landslip

No.

10.2 Bushfire

No.

10.3 Tidal Inundation

No.

.....
10.4 Subsidence

No.

10.5 Acid Sulphate Soils

No.

10.6 Contamination

No.

10.7 Aircraft Noise

No.

10.8 Salinity

No.

10.9 Coastal Hazards

No.

10.10 Sea Level Rise

No.

10.11 Any Other Risk

No.

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

11. BUSH FIRE PRONE LAND

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

No.

12. LOOSE FILL ASBESTOS INSULATION

-
- 12.1 Does the land include any residential premises within the meaning of the Home Building Act 1989, Part 8, Division 1A that are listed on the Register that is required to be maintained under that Division?**

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

13. MINE SUBSIDENCE

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

No.

14. PAPER SUBDIVISION INFORMATION

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

Not applicable.

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

Not applicable.

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

15. PROPERTY VEGETATIONS PLAN

- 15.1 Does an approval property vegetation plan under the *Native Vegetation Act 2003* Part 4 apply to the land, being a plan to which the council has been notified of its existence by the person or body that approved the plan under that Act?**

No.

16. BIODIVERSITY STEWARDSHIP SITES

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

No.

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

.....

17. **BIODIVERSITY CERTIFIED LAND**

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

No.

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

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

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

No.

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

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

Not applicable.

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

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

20. **WESTERN SYDNEY AEROTROPOLIS**

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

21. **DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING**

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

No.

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

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

No.

22.2 The period for which the certificate is current is?

Not Applicable.

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

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

No.

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

No.

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

23. WATER OR SEWERAGE SERVICES

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

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

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

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

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

No.

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

No.

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

No.

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

No.

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

No.

PART B: NOTATIONS

There are no Part B notations on this property.

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

Authorised by:
Mike Archer
Chief Executive Officer

24 September 2024

Infotrack Pty Limited

Reference number: 8003753905

Property address: U 108/15 Cormorant Way 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.

Sincerely

The Sydney Water team

24 September 2024

Infotrack Pty Limited

Reference number: 8003753894

Property address: U 108/15 Cormorant Way Shell Cove NSW 2529

Service location print is not available

Unfortunately, we don't have a Service location print available for this property.

The fee you paid has been used to cover the cost of searching our records.

Sincerely

The Sydney Water team

OCCUPATION CERTIFICATE No. J/75735/06

issued under the Environmental Planning and Assessment Act 1979 Sections 6.3, 6.4 and 6.9 & Part 5 of Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021

Owner

Name: Shell Harbour City Council
Address: 76 Cygnet Avenue, Shell Cove NSW 2529

Property Details

Address: 15 Cormorant Way, Shell Cove NSW 2529
Lot/Portion No: 5071
DP No: DP1238340
Municipality: Shellharbour City Council

Building Details

Description of development: Construction of residential flat buildings comprising of three towers, 64 apartments and basement carpark
Part of building: Whole
New Building: Yes Change of Use: No
Use: Residential and Carpark
BCA classification(s): 2, 7a & 7b (once Completed)

Development Consent

Certificate no:	Date of Determination:	Consent Authority:
0058/2020	08 October 2020	Shellharbour City Council
DAM0070/2021	28 June 2021	Shellharbour City Council
DAM0135/2022	31 October 2022	Shellharbour City Council

Construction Certificate

Certificate no:	Date of Determination:
J/75735/01	25 February 2022
J/75735/02	27 April 2022
J/75735/02(MOD)	14 June 2022
J/75735/03	05 July 2022
J/75735/04	30 August 2022
J/75735/05	20 December 2022
J/75735/05(MOD)	27 June 2024

Fire Safety Performance Solution

Report Title: Fire Engineering Report
Reference Number: 182037_FER_09 Revision: Final
Report Date: 05 December 2023
Competent Fire Safety Practitioner: Thomas O'Dwyer Accreditation Number: BDC 0766

Determination

Type of Certificate: Whole
Approved/Refused: Approved
Date of Determination: 06 September 2024

Attachments

1. Fire Safety Schedule.
2. Application Form for Occupation Certificate.
3. Mandatory Critical Stage Inspection Summary Report (CSI)
4. Assessment Report No. FCO-1681A prepared by CSIRO dated 7 February 2019
5. Assessment Report No. FCO-3035 Rev M prepared by CSIRO dated 20 February 2024
6. Block Plan for Fire Sprinkler System works prepared by Effective Fire Solution
7. Block Plan for Fire Sprinkler System works prepared by Effective Fire Solutions

8. Block Plan for Site Information prepared by Solas Solar
9. Builder Certification for BASIX Compliance prepared by Parkview dated 25 July 2024
10. Builder Certification prepared by Parkview Construction dated 4 July 2024
11. Builders Certification for Structural Services prepared by Parkview Construction dated 24 July 2024
12. Certificate of Assessment No.973 prepared by CSIRO dated 22 May 2023
13. Compliance Statement for Materials Finishes & Linings works prepared by Parkview dated 29 July 2024
14. Compliance Certificate for Skylights prepared by Natural Lighting Products dated 16 July 2024
15. Compliance Certificate prepared by A&X Windows dated 11 July 2024
16. Compliance Certificate prepared by City Plastering dated 9 July 2024
17. Compliance Certificate prepared by R&S Facades and Construction dated 4 July 2024
18. Compliance Certificate No. 191091 prepared by Sydney Water dated 5 October 2023
19. Compliance Statement for Warning & Operational Signs prepared by Parkview dated 28 July 2024
20. Compliance Statement for Item 21 & 10 prepared by WMK Architecture dated 3 May 2024
21. Compliance Statement for Verification of Waste Management prepared by Parkview dated 27 July 2024
22. Compliance Statement regarding Item 65, 66 & 67 prepared by WMK Architecture dated 22 July 2024
23. Design Verification Statement regarding Item 21 & 10 prepared by WMK Architecture dated 16 May 2024
24. Letter regarding DA Conditions prepared by Netstrata dated 11 June 2024
25. Email Correspondence regarding Flood Risk Signage works prepared by Mckenzie Group dated 13 July 2024
26. Engineering Certificate No. IGNIS-6295 Issue 02 prepared by Ignis Solution dated 03 November 2019
27. External Wall System Disclosure Certificate prepared by Rhoys's Painting dated 10 April 2024
28. External Wall System Disclosure Certificate prepared by T1 Facade Consultants dated 23 July 2024
29. External Wet Areas Waterproofing Certificate prepared by Hytech Waterproofing dated 11 July 2024
30. Fire Assessment Report No. FAR 4659-01-3 for Siniat Plasterboard Lining Products prepared by BRANZ dated 24 February 2022
31. Fire Assessment Report No. FC13898-001 ISSUE2 for Side Opening Lift Landing Doors prepared by BRANZ dated 14 April 2022
32. Tracking Register for Fire Hazard Internal Linings
33. Commissioning Test for Fire Hose Reel prepared by TRIO Plumbing dated 30 July 2024
34. Commissioning Test for Fire Hydrant System prepared by TRIO Plumbing dated 25 June 2024
35. Fire Resistance Test Report No. FRT210347 Rev R1.0 prepared by Warringtonfire dated 28 January 2022
36. Fire Resistance Test Report No. FRT220239 Rev R1.0 prepared by Warringtonfire dated 25 November 2022
37. Flood Signage for Mechanical Services prepared by National Sign Build dated 19 June 2024
38. Installation Certificate for Basix Completion prepared by City Plastering dated 22 July 2024
39. Installation Certificate for Acoustic prepared by City Plastering dated 22 July 2024
40. Installation Certificate for Acoustic prepared by Boram Contractors dated 23 July 2024
41. Installation Certificate for Acoustic prepared by Tony Dimilia Flooring dated 23 July 2024
42. Installation Certificate for Automatic Fail Safe Devices prepared by ANE Electrical Solution dated 15 July 2024
43. Installation Certificate for Balustrades prepared by HDH Group dated 10 July 2024
44. Installation Certificate for Basix Completion prepared by ANE Electrical Solution dated 15 July 2024
45. Installation Certificate for Basix Completion prepared by City Plastering dated 29 July 2024
46. Installation Certificate for Basix Completion prepared by Climax Air Conditioning dated 23 July 2024
47. Installation Certificate for Basix Completion prepared by Trio Plumbing dated 18 July 2024
48. Installation Certificate for Basix Completion prepared by A&X Windows dated 16 July 2024
49. Installation Certificate for Carpark Intercom prepared by ANE Electrical Solutions dated 15 July 2024
50. Installation Certificate for Detection and Alarms prepared by ANE Electrical Solutions dated 15 July 2024
51. Installation Certificate for Electrical Services prepared by ANE Electrical Solution dated 22 July 2024
52. Installation Certificate for Exit Signage & Emergency Lighting prepared by ANE Electrical Solution dated 15 July 2024
53. Site Report prepared by Property of Building Commission dated 06 August 2024
54. External Wall System Disclosure Certificate prepared by City Plastering dated 17 June 2024
55. Installation Certificate for Fire Dampers prepared by Climax Air Conditioning dated 23 July 2024
56. Installation Certificate for Fire Hose Reel prepared by Trio Plumbing dated 08 July 2024
57. Installation Certificate for Glazing prepared by A&X Windows dated 24 July 2024
58. Installation Certificate for Hydraulic Services prepared by Trio Plumbing dated 23 July 2024
59. Installation Certificate for Lightweight Construction prepared by City Plastering dated 29 July 2024
60. Installation Certificate for Mechanical Services prepared by Climax Air Conditioning dated 23 July 2024
61. Installation Certificate for Portable Fire Extinguishers prepared by Effective Fire Solution dated 31 July 2024
62. Installation Certificate for Fire & Smoke Doors, Shutters, Access Panels prepared by Elephants Foot Chute Solution dated 15 July 2024
63. Installation Certificate for Stormwater prepared by TRIO Plumbing dated 23 July 2024
64. Installation Certificate for Suppression System prepared by Effective Fire Solutions dated 31 July 2024
65. Installation Certificate for Glazing prepared by A&X Windows dated 24 July 2024
66. Installation Certification for Glazing prepared by Victoria Colour Glass dated 22 July 2024
67. Installation Certification for Lifts prepared by KONE Elevators dated 24 June 2024
68. Intent to seek OC Application Form prepared by NSW Government
69. Jobs Report for Shell Cove dated 29 July 2024

70. Statement regarding Item 15 & 25 prepared by WMK Architecture dated 23 July 2024
71. Compliance Statement regarding Clause 52-Repairs to Public Infrastructure prepared by Parkview dated 30 June 2024
72. Letter regarding Extension of Validity of Assessment Report FAS180410.4 prepared by Warringtonfire dated 22 April 2024
73. Monthly Waste Report prepared by Bingo Industries dated 2022
74. Monthly Waste Report prepared by Bingo Industries dated 2023
75. Monthly Waste Report prepared by Bingo Industries dated 2024
76. Operational Plan of Management prepared by Frasers Property
77. Photo Evidence of Signage for PV Site Information
78. Photo Evidence of Signage for The Zone Block Plan
79. Plan for Electrical Services works prepared by ANE Electrical Solutions numbered: E1201 [4]
80. Plan for Layout & Elevation prepared by Chute Solutions numbered: 14171 [C], 14172[C], 14173[C]
81. Waste Management & Recycling Plan prepared by Bingo Industries
82. Plans for Architectural services prepared by WMK Architecture numbered: SCE-S56-AD-2109 [K], SCE-S56-AD-2110 [3], SCE-S56-AD-2111 [3], SCE-S56-AD-2112 [3], SCE-S56-AD-2113 [3], SCE-S56-AD-2119 [J], SCE-S56-AD-2120 [K], SCE-S56-AD-2121 [3], SCE-S56-AD-2122 [3], SCE-S56-AD-2129 [G], SCE-S56-AD-2130 [3], SCE-S56-AD-2131 [3], SCE-S56-AD-2132 [3]
83. Plans for Flooring Demarcation works prepared by WMK Architecture numbered: SCE-S56-AD-3110 [4], SCE-S56-AD-3111[4], SCE-S56-AD-3112 [4], SCE-S56-AD-3113 [4], SCE-S56-AD-3120 [4], SCE-S56-AD-3121[4], SCE-S56-AD-3122 [4], SCE-S56-AD-3130 [4], SCE-S56-AD-3131 [4], SCE-S56-AD-3132 [4]
84. Plans for Typical Signage Elevations prepared by WMK Architecture numbered: SCE-S56-AD-6657[A]
85. Plant Item Registration Certificate No. PILIF802443024 prepared by SafeWork dated 16 July 2024
86. Plant Item Registration Certificate No. PILIF802443124 prepared by SafeWork dated 16 July 2024
87. Plant Item Registration Certificate No. PILIF802443224 prepared by SafeWork dated 16 July 2024
88. Reaction to Fire Test Report No. RTF230057 Rev R1.0 prepared by Warringtonfire dated 02 May 2023
89. Regulatory Information Report No. RIR FAS 180410.4 prepared by Warringtonfire dated 22 January 2020
90. Report of Fire Dampers Services dated 24 July 2024
91. Short Form Assessment Report No. FCO-3441 Rev B for James Hardie Fibre Reinforced Cement Boards prepared by CSIRO dated 06 December 2021
92. Slip Resistance Test Report No. 1813142.12 for Treads and Nosing Services prepared by ATTAR dated 17 August 2018
93. Stamped Plans for Drainage Layout prepared by Trio Plumbing
94. Statement of Compliance for Fire Hazard Properties prepared by Parkview Constructions dated 30 July 2024
95. Structural Certificate for Design and Construction Services prepared by Van Der Meer dated 22 July 2024
96. Structural Certificate for Glass Balustrades BAL01, BAL02 prepared by Halina Engineers dated 24 July 2024
97. Structural Certificate for Glass Balustrades BAL03 prepared by Halina Engineers dated 25 July 2024
98. Structural Certificate for Glass Balustrades BAL01, BAL02 prepared by Halina Engineers dated 25 July 2024
99. Structural Certificate for Glass Balustrades BAL03 prepared by Halina Engineers dated 24 July 2024
100. Swimming Pool Certificate prepared by Riviera Pools dated 16 July 2024
101. Test Report No. 7-597342-CN for Europlan Engineered Flooring prepared by AWTA dated 4 October 2012
102. Test Report No. 158910.11 for Antislip Tape prepared by ATTAR dated 12 May 2015
103. Test Report No. 56297900b.1 for Insulation works prepared by Exova Warringtonfire dated 11 July 2018
104. Title Search for Lot 5071 in DP 1238340 prepared by NSW Land Registry Services dated 11 December 2019
105. Wet Pendulum Slip Resistance Test Report No. 1813142.3 for Treads and Nosing works prepared by ATTAR dated 17 August 2018
106. Installation Certificate for Detection & Alarm Services prepared by Effective Fire Solutions dated 31 July 2024
107. Installation Certificate for Dry Fire Services prepared by Effective Fire Projects dated 31 July 2024
108. Installation Certificate for Energy Efficiency – Energy Monitoring prepared by ANE Electrical Solutions dated 07 August 2024
109. Installation Certificate for Electrical Services prepared by ANE Electrical Solutions dated 31 July 2024
110. Installation Certificate for Fire & Smoke Doors, Shutters, Access Panels prepared by Cemac Doors & Hardware dated 07 August 2024
111. Installation Certificate for Fire Hose Reel prepared by Trio Plumbing dated 08 July 2024
112. Installation Certificate for Fire Hydrant System prepared by Trio Plumbing dated 08 July 2024
113. Installation Certificate for Hydrant & Hose Reel Pressure & Flow prepared by Trio Plumbing dated 08 July 2024
114. Installation Certificate for Hydraulic Services prepared by Trio Plumbing dated 23 July 2024
115. Installation Certificate for Light Weight Construction prepared by City Plastering dated 23 July 2024
116. Installation Certificate for Mechanical Services – Fire Seals prepared by Climax Air Conditioning dated 23 July 2024
117. Installation Certificate for Mechanical Services prepared by Climax Air Conditioning dated 23 July 2024
118. Installation Certificate for Smoke Proof Construction Walls prepared by City Plastering dated 22 July 2024
119. Installation Certificate for Suppression System prepared by Effective Fire Solutions dated 31 July 2024
120. Installation Certificate for Waterproofing Services prepared by Aqua Remedial Works dated 12 June 2024
121. Installation Certificate for Wet Fire Services prepared by Trio Plumbing dated 23 July 2024
122. Compliance Certificate for Fire Alarm Monitoring prepared by Romteck Grid dated 31 July 2024

123. Compliance Statement for Access Services prepared by Accessible Building Solutions dated 22 August 2024
124. Compliance Statement regarding Satisfaction of Condition No. 8 prepared by Frasers Property dated 26 August 2024
125. Compliance Statement for Occupation Certificate Checklist Table 1 Condition No. 48 prepared by Frasers Property dated 21 August 2024
126. Compliance Statement for Occupation Certificate Checklist Table 3 Condition No. 52 prepared by Frasers Property dated 21 August 2024
127. Design Statement for Landscaping works prepared by Group GSA dated 28 August 2024
128. Design Statement for Architectural Services prepared by WMK Architecture dated 16 June 2023
129. Compliance Statement regarding Clause 22 Warning and Operational Signs prepared by Parkview Constructions dated 17 July 2024
130. Compliance Statement regarding Clause 21 Warring and Occupational Signs prepared by Parkview Constructions dated 28 July 2024
131. Compliance Certificate for Carparking Services prepared by Van Der Meer dated 02 August 2024
132. Statement for Smoke Doors prepared by Cemac Doors & Hardware dated 07 August 2024
133. Stormwater Certification for DA Conditions 27 and 49 prepared by GHD dated 31 July 2024
134. Final Fire Safety Certificate prepared by Parkview dated 12 August 2024
135. Final Fire Safety Report No. D24-99259 prepared by Fire+Rescue NSW dated 21 August 2024
136. Fire Assessment Report No. FAR 3933 Issue 4 for Retro Fit Collars prepared by BRANZ dated 10 March 2023
137. Fire Assessment Report No. C91611a Rev R5.0 for Pipe Penetrations prepared by Warringtonfire dated 28 March 2022
138. Fire Assessment Report No. FAR 3929 Issue 5 for Retro Fit Collars prepared by BRANZ dated 25 May 2023
139. Fire Hydrant System Commissioning Test Report prepared by Trio Plumbing dated 25 June 2024
140. Fire Assessment Report No. FAR 3932 Issue 3 for Cast-In Fire Collars prepared by BRANZ dated 23 November 2021
141. Fire Assessment Report No. FAS200229 Rev R1.1 for IFD44-LL & IFD44C-LL Intumescent Dampers prepared by Warringtonfire dated 25 June 2021
142. Fire Assessment Report No. FC12925-001 Issue 7 for Boss Fire Transit Box Penetration Systems prepared by BRANZ dated 22 March 2022
143. Fire Assessment Report No. FC14077-001 Issue 1 for Snap Fire Systems prepared by BRANZ dated 27 October 2021
144. Filter and Fire Damper Schedule
145. Fire Engineering Inspection Report No. 182037_FIR_03 prepared Affinity Fire Engineering dated 11 August 2024
146. Fire Engineering Report 182037_FER_09 prepared by Affinity Fire Engineering dated 5 December 2023
147. AS4072.1 Fire Penetration Report prepared by Effective Fire Solutions dated 22 August 2024
148. AS4072.1 Fire Penetration Report prepared by Trio Plumbing dated 13 August 2024
149. Fire Resistance Test Report No. FRT180472 Rev R2.0 for Penetration Systems prepared by Warringtonfire dated 08 March 2019
150. Fire Resistance Test Report No. FRT210347 Rev R1.0 for Fire Damper Works prepared by Warringtonfire dated 07 December 2021
151. Fire Resistance Test Report No. FRT220239 Rev R1.0 for Bullock 4900 Fire Damper prepared by Warringtonfire dated 18 October 2022
152. Firedoc Fire Dampers Documents prepared by Climax Air Conditioning
153. Firedoc Report Schedule 1 prepared by Climax Air Conditioning dated 06 August 2024
154. Hydrant Flow Test Results prepared by Effective Fire Solutions dated 25 June 2024
155. Detector Commissioning Report prepared by Effective Fire Solutions
156. Installation Certificate for Pool Barrier prepared by Parkview Constructions dated 29 August 2024
157. Operational Plan of Management prepared by Frasers Property
158. OWS Commissioning Sheet prepared by Effective Fire Solutions dated 18 August 2024
159. Regulatory Information Report No. 28418 Rev RIR6.1 for Hilti CP 606 Firestop Acrylic Sealant prepared by Warringtonfire dated 25 July 2023
160. Regulatory Information Report No. FAS190234 Rev RIR1.8 for FIREFLYBatt Blank Seal Systems prepared by Warringtonfire dated 26 March 2024
161. Regulatory Information Report No. FAS190235 Rev RIR1.25 for FIREFLYBatt Systems prepared by Warringtonfire dated 21 November 2023
162. Regulatory Information Report No. FAS190236 Rev RIR1.14 for TBA Firefly Linear Systems prepared by Warringtonfire dated 29 July 2022
163. Regulatory Information Report No. FAS190236 Rev RIR1.19A for Firefly Seals prepared by Warringtonfire dated 05 April 2024
164. Regulatory Information Report No. FRT220049 Rev RIR1.0 prepared by Warringtonfire dated 27 June 2022
165. Short Form Assessment Report No. FCO-2872 Rev L for TVC-Core Doorsets prepared by CSIRO dated 20 September 2021
166. Short Form Assessment Report No. FCO-3426 Rev D for SNAP Fire Collars prepared by CSIRO dated 21 December 2023
167. Log Book of Fire Resistance Doorsets - Schedule of Evidence prepared by Cemac dated 07 August 2024
168. Smoke Seal Register prepared by Cemac

169. Sprinkler Flow Test Results prepared by Effective Fire Solutions dated 24 June 2024
170. Test Report No. R-00516 for Passive Fire Systems Works prepared by Pasiv Fire dated 07 August 2024
171. NSW Swimming Pool Register - Certificate of Registration e954fb22 prepared by NSW Government dated 09 August 2023
172. Design Compliance Declaration for Architectural Services prepared by Van Der Meer dated 01 February 2022
173. Design Compliance Declaration for Architectural Services prepared by Van Der Meer dated 16 August 2022
174. Design Compliance Declaration for Architectural Services prepared by Van Der Meer dated 16 November 2022
175. Design Compliance Declaration for Architectural Services prepared by Van Der Meer dated 20 July 2022
176. Design Compliance Declaration for Architectural Services prepared by Van Der Meer dated 20 May 2022
177. Design Compliance Declaration for Architectural Services prepared by WMK Architects dated 27 July 2023
178. Design Compliance Declaration for Architectural Services prepared by WMK Architecture dated 12 July 2023
179. Design Compliance Declaration for Architectural Services prepared by WMK Architecture dated 16 June 2023
180. Design Compliance Declaration for Electrical Services prepared by Jones Nicholson dated 12 July 2023
181. Design Compliance Declaration for Facade Services prepared by Rickard Engineering dated 28 July 2023
182. Design Compliance Declaration for Facade Services prepared by T1 Facade Consultants dated 28 July 2023
183. Design Compliance Declaration for Fire Services prepared by Affinity Fire Engineering dated 02 December 2022
184. Design Compliance Declaration for Hydraulic Services prepared by Mesh Group dated 03 April 2023
185. Design Compliance Declaration for Hydraulic Services prepared by Mesh Group dated 24 November 2022
186. Design Compliance Declaration for Mechanical Services prepared by Climax Air Conditioning dated 30 November 2022
187. Design Compliance Declaration for Architectural Services prepared by Van Der Meer dated 18 February 2022
188. Design Compliance Declaration for Structural Engineering prepared by Quantum Consulting Engineers dated 27 July 2023
189. Design Compliance Declaration for Structural Engineering prepared by Quantum Consulting Engineers dated 01 August 2024
190. Design Compliance Declaration for Structural Services prepared by Eclipse Consulting Engineers dated 20 December 2022
191. Design Compliance Declaration for Architectural Services prepared by Van Der Meer dated 12 April 2022
192. Design Compliance Declaration for Architectural Services prepared by Van Der Meer dated 18 February 2022
193. Design Compliance Declaration for Wet Fire Services prepared by Effective Fire Solutions dated 09 August 2022
194. Operation & Maintenance Manual 6665935 for Lift Services prepared by KONE Elevators
195. Photo Evidence for PV Solar Site Information
196. Photo Evidence 2 for PV Solar Site Information
197. Tax Invoice for Building Work Levy prepared by NSW Service dated 23 August 2024
198. Block Plan for Fire Sprinkler System Main FIP prepared by Effective Fire Solutions
199. Block Plan for Fire Sprinkler System prepared by Effective Fire Solutions
200. Block Plan for Fire Sprinkler System Room prepared by Effective Fire Solutions
201. Block Plan for Hydrant System Works
202. Plans for PV Solar Site Information prepared by Solas Solar numbered: ASC-PV-006 [1]
203. Zone Block Plan for Building A prepared by Effective Fire Solutions
204. Zone Block Plan for Building B prepared by Effective Fire Solutions
205. Zone Block Plan for Building C prepared by Effective Fire Solutions
206. Statutory Declaration prepared by Effective Fire Solutions dated 6 August 2024
207. Plan Information Notice No. SP108419 prepared by NSW Land Registry Services dated 09 August 2024
208. Surveyors Plan of Submission of Lot 5071 No. SP108419 prepared by Mark John Andrew numbered: Sheets 1 to 31
209. Plans for Architectural Services prepared by WMK Architects numbered: SCE-S56-AD-1099[B], SCE-S56-AD-1100[6], SCE-S56-AD-1101[4], SCE-S56-AD-1102[3], SCE-S56-AD-1103[2], SCE-S56-AD-1104[5], SCE-S56-AD-2109[6], SCE-S56-AD-2110[4], SCE-S56-AD-2111[4], SCE-S56-AD-2112[4], SCE-S56-AD-2113[4], SCE-S56-AD-2114[3], SCE-S56-AD-2119[5], SCE-S56-AD-2120[4], SCE-S56-AD-2121[4], SCE-S56-AD-2122[4], SCE-S56-AD-2123[3], SCE-S56-AD-2129[4], SCE-S56-AD-2130[4], SCE-S56-AD-2131[4], SCE-S56-AD-2132[4], SCE-S56-AD-2133[3], SCE-S56-AD-2509[4], SCE-S56-AD-2510[3], SCE-S56-AD-2511[3], SCE-S56-AD-2512[3], SCE-S56-AD-2513[3], SCE-S56-AD-2514[3], SCE-S56-AD-2519[5], SCE-S56-AD-2520[3], SCE-S56-AD-2521[3], SCE-S56-AD-2522[3], SCE-S56-AD-2523[3], SCE-S56-AD-2529[4], SCE-S56-AD-2530[3], SCE-S56-AD-2531[3], SCE-S56-AD-2532[3], SCE-S56-AD-2533[3], SCE-S56-AD-2550[3], SCE-S56-AD-2551[3], SCE-S56-AD-2552[3], SCE-S56-AD-2553[3], SCE-S56-AD-2554[4], SCE-S56-AD-2555[4], SCE-S56-AD-3209[6], SCE-S56-AD-3210[7], SCE-S56-AD-3211[7], SCE-S56-AD-3212[7], SCE-S56-AD-3213[7], SCE-S56-AD-3219[6], SCE-S56-AD-3220[7], SCE-S56-AD-3221[7], SCE-S56-AD-3222[7], SCE-S56-AD-3229[6], SCE-S56-AD-3230[7], SCE-S56-AD-3231[7], SCE-S56-AD-3232[7], SCE-S56-AD-4510[3], SCE-S56-AD-4511[3], SCE-S56-AD-4520[3], SCE-S56-AD-4521[3], SCE-S56-AD-451030[3], SCE-S56-AD-4531[3], SCE-S56-AD-5010[3], SCE-S56-AD-5011[3], SCE-S56-AD-5012[3], SCE-S56-AD-7110[4], SCE-S56-AD-7111[3], SCE-S56-AD-7112[4], SCE-S56-AD-7113[4], SCE-S56-AD-7114[2], SCE-S56-AD-7115[2], SCE-S56-AD-7120[5], SCE-S56-AD-7121[3], SCE-S56-AD-7122[3], SCE-S56-AD-7123[3]
210. Plans for Electrical Services prepared by Zoro Consulting Engineers numbered: E0000[AB], E0001[AB], E0002[AB], E0101[AB], E0102[AB], E0103[AB], E0104[AB], E0105[AB], E0201[AB], E0202[AB], E0203[AB], E0204[AB], E0301[AB], E0302[AB], E0303[AB], E0304[AB], E1101[AB], E1102[AB], E1103[AB], E1104[AB],

- E1105[AB], E1106[AB], E1201[AB], E1202[AB], E1203[AB], E1204[AB], E1205[AB], E1301[AB], E1302[AB], E1303[AB], E1304[AB], E1305[AB], E3101[AB], E3201[AB], E3301[AB]
211. Combined Plans for Mechanical Services numbered: MSSB-A SCH[2], MSSB-B SCH[2], MSSB LAYOUT[2], M0001[AB], M0002-BLD A-1[C3], M0002-BLD A-2[AB], M0002-BLD B[AB], M0002-BLD C[AB], M0002-BLD A-1[AB], M2001-BLD A-2[AB], M2001-BLD B-1[AB], M2001-BLD B-2[AB], M2001-BLD C-1[AB], M2001-BLD C-2[AB], M2002-BLD A-1[AB], M2002-BLD A-2[AB], M2002-BLD B-1[AB], M2002-BLD B-2[AB], M2002-BLD C-1[AB], M2002-BLD C-2[AB], M2003-BLD A-1[AB], M2003-BLD A-2[AB], M2003-BLD B-1[AB], M2003-BLD B-2[AB], M2003-BLD C-1[AB], M2003-BLD C-2[AB], M2004-BLD A-1[AB], M2004-BLD A-2[AB], M2004-BLD B-1[AB], M2004-BLD B-2[AB], M2004-BLD C-1[AB], M2004-BLD C-2[AB], M2005-BLD A-1[AB], M2005-BLD A-2[AB], M2005-BLD B-1[AB], M2005-BLD B-2[AB], M2005-BLD C-1[AB], M2005-BLD C-2[AB], M2006-BLD A-1[AB], M2006-BLD A-2[AB]
 212. Plans for Hydraulic Services prepared by GHD numbered: SCE-S56-HD-2004[AB], SCE-S56-HD-2005[AB], SCE-S56-HD-2006[AB], SCE-S56-HD-2007[AB], SCE-S56-HD-2008[AB], SCE-S56-HD-2009[AB], SCE-S56-HD-2010[AB], SCE-S56-HD-2011[AB], SCE-S56-HD-2012[AB], SCE-S56-HD-2013[AB], SCE-S56-HD-2014[AB], SCE-S56-HD-2015[AB], SCE-S56-HD-2016[AB], SCE-S56-HD-3001[AB], SCE-S56-HD-3002[AB], SCE-S56-HD-3003[AB], SCE-S56-HD-3004[AB], SCE-S56-HD-3005[AB], SCE-S56-HD-3006[AB], SCE-S56-HD-3007[AB], SCE-S56-HD-3008[AB], SCE-S56-HD-3009[AB], SCE-S56-HD-3010[AB], SCE-S56-HD-3011[AB], SCE-S56-HD-3012[AB], SCE-S56-HD-3013[AB], SCE-S56-HD-3014[AB], SCE-S56-HD-3015[AB], SCE-S56-HD-3016[AB]
 213. Plans for Façade Services prepared by A&X Windows numbered: SCE-FS-3007[AB], SCE-FS-3009[AB], SCE-FS-3012[AB], SCE-FS-0001[AB], SCE-FS-1100[AB], SCE-FS-1101[AB], SCE-FS-1102[AB], SCE-FS-1103[AB], SCE-FS-1200[AB], SCE-FS-1201[AB], SCE-FS-1202[AB], SCE-FS-1300[AB], SCE-FS-1301[AB], SCE-FS-1302[AB], SCE-FS-2011[AB], SCE-FS-2012[AB], SCE-FS-2021[AB], SCE-FS-2022[AB], SCE-FS-2031[AB], SCE-FS-2051[AB], SCE-FS-2052[AB], SCE-FS-2061[AB], SCE-FS-2062[AB], SCE-FS-2081[AB], SCE-FS-2101[AB], SCE-FS-2102[AB], SCE-FS-2121[AB], SCE-FS-2141[AB], SCE-FS-2301[AB], SCE-FS-2311[AB], SCE-FS-2321[AB], SCE-FS-2331[AB], SCE-FS-2332[AB], SCE-FS-3001[AB], SCE-FS-3002[AB], SCE-FS-3003[AB], SCE-FS-3004[AB], SCE-FS-3005[AB], SCE-FS-3007[AB], SCE-FS-3009[AB], SCE-FS-3010[AB], SCE-FS-3012[AB], SCE-FS-3013[AB], SCE-FS-3014[AB], SCE-FS-3015[AB], SCE-FS-3017[AB], SCE-FS-3018[AB], SCE-FS-3030[AB], SCE-FS-3031[AB], SCE-FS-3032[AB], SCE-FS-3033[AB], SCE-FS-3034[AB], SCE-FS-3035[AB], SCE-FS-3050[AB], SCE-FS-3051[AB], SCE-FS-3060[AB], SCE-FS-3061[AB], SCE-FS-4001[AB], SCE-FS-4002[AB], SCE-FS-4003[AB], SCE-FS-4004[AB], SCE-FS-4005[AB], SCE-FS-4006[AB], SCE-FS-4007[AB], SCE-FS-4008[AB], SCE-FS-4009[AB], SCE-FS-4010[AB], SCE-FS-4011[AB], SCE-FS-4012[AB], SCE-FS-4013[AB], SCE-FS-4014[AB], SCE-FS-4015[AB], SCE-FS-4016[AB], SCE-FS-4017[AB], SCE-FS-4030[AB], SCE-FS-4031[AB], SCE-FS-4032[AB], SCE-FS-4050[AB], SCE-FS-4051[AB], SCE-FS-4060[AB]
 214. Plans for Structural Services prepared by Van Der Meer numbered: S01-00[3], S01-01[10], S01-02[8], S01-03[8], S01-11[2], S01-12[2], S01-13[3], S01-14[6], S01-91[B], S02-02[7], S02-03[6], S02-04[6], S02-11[2], S02-12[D], S02-13[D], S03-01[6], S03-11[6], S03-12[6], S03-13[5], S04-01[6], S04-02[5], S04-03[7], S04-04[5], S05-01[8], S05-02[10], S05-03[12], S05-04[9], S05-12[9], S05-13[9], S05-22[9], S05-23[9], S05-32[2], S05-51[7], S05-52[9], S05-53[13], S05-54[9], S05-55[7], S05-56[9], S05-57[2], S06-01[2], S06-02[3], S06-03[6], S06-04[6], S07-01[3], S07-02[3], S07-03[3], S07-04[4], S08-01[3], S08-02[3], S08-03[3], S08-04[4], S09-01[3], S09-02[3], S10-01[3], S10-02[4], S10-03[4], S10-04[4], S10-51[4], S10-52[5], S10-53[6], S20-01[10], S20-02[9], S20-03[7], S20-04[10], S20-51[6], S20-52[6], S25-01[10], S25-02[9], S25-03[9], S25-04[9], S25-51[2], S25-52[3], S35-01[6], S35-51[7]
 215. Plans for Fire Hydrant Services prepared by GHD numbered: SCE-S56-HD-3001[AB], SCE-S56-HD-3002[AB], SCE-S56-HD-3003[AB], SCE-S56-HD-3004[AB], SCE-S56-HD-3005[AB], SCE-S56-HD-3006[AB], SCE-S56-HD-3007[AB], SCE-S56-HD-3008[AB], SCE-S56-HD-3009[AB], SCE-S56-HD-3010[AB], SCE-S56-HD-3011[AB], SCE-S56-HD-3012[AB], SCE-S56-HD-3013[AB], SCE-S56-HD-3014[AB], SCE-S56-HD-3015[AB], SCE-S56-HD-3016[AB]
 216. Plans for Fire Sprinkler System prepared by Effective Fire Solutions numbered: EF101[05], EF102[05], EF103[05], EF104[05], EF105[05], EF106[05], EF107[05], EF108[05], EF109[05], EF110[05], EF111[05], EF112[05], EF113[05], EFS-102[C], EFS-103[C], EFS-104[C], EFS-105[A], EFS-106[C], EFS-107[C], EFS-B-002[C], EFS-109[C], EFS-110[C], EFS-111[C], EFS-C-002[C], EFS-113[C], EFS-114[B]
 217. Plans for Post Tensioning works prepared by TTM Post Tensioning numbered: 001[X], 003[X], 010[X], 011[X], 013[X], S014[X], 015[X], 016[X], 017[X], 018[X], S019[X], 020[X], 021[X], 022[X], 023[X], S024[X], 025[X], 026[X], 027[X], S028[X], 030[X], 031[X], 032[X], S033[X], 035[X], 036[X], 037[X], S038[X], 040[X], 041[X], 042[X], S043[X], 045[X], 046[X], 047[X], S048[X], 050[X], 051[X], 052[X], S053[X], 055[X], 056[X], 057[X], S058[X], 060[X], 061[X], 062[X], S063[X], 065[X], 046[X], 067[X], S048[X], 070[X], 071[X], 072[X], S073[X], 075[X], 081[X], 082[X], 086[X], 087[X], 091[X], 092[X]
 218. Email correspondence regarding Receipt of FFSR Application prepared by Fire+Rescue NSW dated 12 August 2024
 219. Email correspondence regarding Deletion of Obstructed Sprinkler prepared by Effective Fire Solutions dated 13 August 2024
 220. Email correspondence regarding FFSR Charges prepared by Frasers Property dated 12 August 2024
 221. Email correspondence regarding FFSR prepared by Fire+Rescue NSW dated 21 August 2024
 222. Email correspondence regarding Application for FFSR prepared by McKenzie Group Consulting (NSW) dated 12 August 2024

- 223. Email correspondence regarding Response to FFSR prepared by McKenzie Group Consulting (NSW) dated 26 August 2024
- 224. Letter regarding Final Fire Safety Report prepared by Fire+Rescue NSW dated 21 August 2024
- 225. Construction Certificate No 075735-01 prepared by McKenzie Group Consulting (NSW) dated 25 February 2022
- 226. Construction Certificate No 075735-02 prepared by McKenzie Group Consulting (NSW) dated 27 April 2022
- 227. Construction Certificate No 075735-02(MOD) prepared by McKenzie Group Consulting (NSW) dated 14 June 2022
- 228. Construction Certificate No 075735-03 prepared by McKenzie Group Consulting (NSW) dated 5 July 2022
- 229. Construction Certificate No 075735-04 prepared by McKenzie Group Consulting (NSW) dated 30 August 2022
- 230. Construction Certificate No. 075735-05 prepared by McKenzie Group Consulting (NSW) dated 20 December 2022
- 231. Construction Certificate No 075735-05(MOD) prepared by McKenzie Group Consulting (NSW) dated 27 June 2024
- 232. Strata Building Bond & Inspections Scheme Receipt dated 5 September 2024
- 233. BASIX Completion Receipt prepared by NSW Planning Portal dated 6 September 2024

Certificate Whole / Principal Certifier

McKenzie Group Consulting (NSW) Pty Ltd, certify that the work;

- We have been appointed as the principal certifier under s6.6(2)(a) of the Environmental Planning and Assessment Act 1979 and s57 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021
- The health and safety of the occupants of the building have been taken into consideration where a part Occupation Certificate is being issued.
- A current Development Consent is in force for the building.
- If any building work has been carried out, a current Construction/ Complying Development Certificate has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
- Where required, a final fire safety certificate has been issued for the building.
- Where required, a report from the Commissioner of Fire Brigades has been considered.



Signature

Signed on behalf of the Company	McKenzie Group Consulting (NSW) Pty Ltd (ACN 093 211 995)
Registered Body Corporate No.	RBC 00006
Signed by:	Geoffrey Pearce
Registered Certifier Grade:	Building Surveyor—Unrestricted
Registered Certifier No.:	BDC 0746

Date of endorsement 06 September 2024
Certificate Number J/75735/06

Fire Safety Certificate

Part 11 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021



Please note:

Information to assist building owners to complete each section of the certificate is provided on pages 3 and 4.

Section 1: Type of certificate

This is (mark applicable box): a final fire safety certificate (complete the declaration at Section 6 of this form)
 an interim fire safety certificate (complete the declaration at Section 7 of this form)

Section 2: Description of the building or part of the building

Address (Street No, Street Name, Suburb and Postcode)

11 Lapwing Avenue and 15-17 Cormorant Way Shell Cove NSW 2529

Lot No. (if known)	DP/SP (if known)	Building name (if applicable)
	1238340	Ancora

Provide a brief description of the building or part (building use, number of storeys, construction type etc).

64 apartments across 3 residential apartment buildings, combined basement with 3 or 4 storeys. The building is a concrete reinforced structure clad with aluminium, glass and CFC. The project also contains a swimming pool on the podium level.

Section 3: Name and address of the owner(s) of the building or part of the building

Full Name (Given Name/s and Family Name)*

Shellharbour City Council

*Where the owner is not a person/s but an entity including a company or trust insert the full name of that entity

Address (Street No, Street Name, Suburb and Postcode)

76 Cygnet Ave, Shellharbour City Centre NSW 2529

Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	Status*
Access Panels, Doors and Hoppers to Fire-Resisting Shafts	BCA 2019 Amdt 1 Clause C3.13 & Fire Engineering Report No. 182037 Revision 09 prepared by Affinity dated 5 December 2023; The Level 3 access hatch in the ceiling of the Building A fire-isolated stair providing rooftop plant spaces shall not be required to meet an FRL and shall not be self-closing.	7/08/24 & 15/07/24	New
Automatic Fail-Safe Devices	BCA 2019 Amdt 1 Clause D2.19 & D2.21	15/07/24	New

Fire Safety Certificate



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Automatic Fire Detection and Alarm System	<p>BCA 2019 Amdt 1 Spec. E2.2a & AS 1670.1 – 2018 & Fire Engineering Report No. 182037 Revision 09 prepared by Affinity dated 5 December 2023;</p> <ul style="list-style-type: none">▪ The site main FDCIE will be located within the Building B main entrance with sub-FIPs located within the main entrances of both Building A and Building C.▪ Each main entrance shall be identified with a red strobe in accordance with AS1670.1:2018.<ul style="list-style-type: none">▪ A general fire alarm will always activate the red strobe at the Main FIP.▪ A fire within Building A or Building C will also activate the respective red strobe to identify the location of the sub-FIP.▪ The building shall be provided with an automatic notification system per the requirements of AS2118.1:2017 and AS1670.3:2018. <p>One call out address will be provided to the Building B main entrance.</p>	31/07/24	New
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Fire Safety Certificate

Part 11 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021



<p>Automatic Fire Suppression System (sprinklers)</p>	<p>BCA 2019 Amdt 1 Spec. E1.5 & AS 2118.1 – 2017 & Fire Engineering Report No. 182037 Revision 09 prepared by Affinity dated 5 December 2023;</p> <ul style="list-style-type: none"> ▪ The fire sprinkler booster assembly shall not be visible from all main entrances. ▪ The fire sprinkler boosters shall be located up to 10m from the kerb in lieu of 8m as required by AS2419.1:2005. ▪ The fire sprinkler control (isolation) valves shall be located within a dedicated room that is not provided direct access to a road or open space. ▪ The automatic fire sprinkler system serving the Class 7a carpark areas of the Basement Level must be fitted with fast response heads that meet the following requirements: <ul style="list-style-type: none"> ○ Be designed and installed in accordance with AS2118.1:2017 with the following requirements taking precedence: <ul style="list-style-type: none"> ▪ Activation temperature no greater than 68°C; and ▪ Sprinkler heads shall have a Response Time Index no greater than 50m^{1/2}s^{1/2}; and ▪ Shall be on a maximum 12m² grid layout as per AS2118.1:2017. ▪ The fire sprinkler control valve room and any door in the path of travel to the room must be locked and openable with a 003 brigade key. ▪ The Building B basement level fire-isolated stair shall reflect the design as indicated in this report to provide the fire sprinkler control valves a dedicated room directly accessible from the fire-isolated stair. <ul style="list-style-type: none"> ○ See Figure A. ▪ Additional signage shall be installed on the external face of the doors along the path of travel to the fire sprinkler valve room to the effect of "ACCESS TO SPRINKLER CONTROL VALVES". <ul style="list-style-type: none"> ○ The signage shall be permanently fixed in capital lettering that contrasts to the background colour. ○ Lettering shall be no less than 25mm in height (An Acceptable Example; AS2118.1:2017 – Clause 8.4). <p>See Figure A.</p>	<p>31/07/24</p>	<p>New</p>
<p>Emergency Lighting</p>	<p>BCA 2019 Amdt 1 Clause E4.2, E4.4 & AS/NZS 2293.1 – 2018 Amdt 1 & 2</p>	<p>15/07/24</p>	<p>New</p>
<p>Exit Signs</p>	<p>BCA 2019 Amdt 1 Clauses E4.5, NSW E4.6 & E4.8 and AS/NZS 2293.1 – 2018 Amdt 1 & 2</p>	<p>15/07/24</p>	<p>New</p>

Fire Safety Certificate

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Fire Dampers	BCA 2019 Amdt 1 Clause C3.15, AS/NZS 1668.1 – 2015 & AS 1682.1&2 - 2015	23/07/24	New
Fire Doors	<p>BCA 2019 Amdt 1 Clause C3.2, C3.4 & C3.8, Spec C3.4 and AS 1905.1 – 2015 & Fire Engineering Report No. 182037 Revision 09 prepared by Affinity dated 5 December 2023;</p> <ul style="list-style-type: none"> ▪ Smoke seals are to be medium temperature (rubber seals); and ▪ The medium temperature smoke seals shall be capable of resisting smoke in accordance with BCA Specification C3.4 (200°C smoke for 30 minutes, tested in accordance with AS1530.7:2007 and must meet the smoke leakage rates specified in AS6905-2007 when tested for application on a compliant AS1905.1:2015 fire door. <p>All doors fitted with smoke seals shall be fitted with a self-closing device.</p>	7/08/24	New
Fire Hose Reel Systems	BCA 2019 Amdt 1 Clause E1.4 & AS 2441 – 2005 Amdt 1	8/07/24	New
Fire Hydrant Systems	<p>BCA 2019 Amdt 1 Clause E1.3 & AS 2419.1 – 2005 Amdt 1 & Fire Engineering Report No. 182037 Revision 09 prepared by Affinity dated 5 December 2023;</p> <ul style="list-style-type: none"> ▪ The fire hydrant and fire sprinkler booster assemblies are not in sight of all main entrances and is 10m from the vehicle hardstand in lieu of 8m. <p>The fire hydrant booster assembly cabinet shall be provided an unobstructed path from the public road to mitigate restrictions in accessibility and hose connections.</p>	8/07/24	New
Fire Seals protecting fire resisting components of the building	BCA 2019 Amdt 1 Clause C3.12, C3.15, C3.16 & AS 1530.4 – 2014	31/07/24 & 23/07/24	New
Lightweight Construction	BCA 2019 Amdt 1 Clause C1.8, C3.17 & AS 1530.3 – 1999	29/07/24	New
Mechanical Air Handling System	BCA 2019 Amdt 1 Clause E2.2, AS/NZS 1668.1 – 2015	Not applicable	
Portable Fire Extinguishers	BCA 2019 Amdt 1 Clause E1.6 & AS 2444 – 2001	31/07/24	New
Smoke and Heat Alarms	BCA 2019 Amdt 1 Spec. E2.2a & AS 3786 – 2014	15/07/24	New
Smoke Dampers	AS/NZS 1668.1 – 2015	Not applicable	
Smoke Detectors	BCA 2019 Amdt 1 Spec E2.2a & AS 1670.1-2018	15/07/24	New

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Smoke Doors	<p>BCA 2019 Amdt 1 Spec. C3.4 & Fire Engineering Report No. 182037 Revision 09 prepared by Affinity dated 5 December 2023;</p> <ul style="list-style-type: none"> ▪ Smoke seals are to be medium temperature (rubber seals); and ▪ The medium temperature smoke seals shall be capable of resisting smoke in accordance with BCA Specification C3.4 (200°C smoke for 30 minutes, tested in accordance with AS1530.7:2007 and must meet the smoke leakage rates specified in AS6905-2007 when tested for application on a compliant AS1905.1:2015 fire door. <p>All doors fitted with smoke seals shall be fitted with a self-closing device.</p>	7/08/24	New
Warning and Operational Signs	<p>EP&A (Development Certification and Fire Safety) Regulation 2021 Clause 108, BCA 2019 Amdt 1 Clause D2.23 & E3.3;</p> <ul style="list-style-type: none"> ▪ Solar panels secured to the building roof shall be identified on a Solar Hazard Block Plan provided directly adjacent to the main FIP to meet the following requirements: <ul style="list-style-type: none"> ○ A minimum A3 sized block plan; ○ Depict the location of solar panels, inverters, operating voltage and current; and ○ Locations of all associated isolation switches and shut-off points. ○ Have text that is in red lettering not less than 25mm high on a contrasting coloured background ○ Provide notice of the type of alternative electrical generation system and the location of any isolation/shut-off switches and shut down procedures. <p>If the alternative electrical generation system automatically isolates on fire trip, this provision that can clearly be identified on the Solar Hazard Block Plan.</p>	28/07/24	New
Building Occupant Warning System	<p>BCA 2019 Amdt 1 Spec. E1.5, BCA Spec. E2.2a & AS 1670.1 – 2018 – Clause 3.22 & Fire Engineering Report No. 182037 Revision 09 prepared by Affinity dated 5 December 2023;</p> <ul style="list-style-type: none"> ▪ In addition to the building occupant warning system required under BCA Clause E2.2a, all SOUs shall achieve a sound pressure of not less than 75dBA at the bed head of each bedroom (with the bedroom door closed). <p>The BOWS need only activate within the tower of fire origin. A fire within the basement will activate the BOWS all towers and carpark.</p>	31/07/24	New

Fire Safety Certificate

Part 11 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021



Emergency Evacuation Plan	Fire Engineering Report No. 182037 Revision 09 prepared by Affinity dated 5 December 2023 and AS 3745 – 2010	Not applicable	
Paths of Travel	<p>EP&A (Development Certification & Fire Safety) Reg 2021 Section 108, 109 & Fire Engineering Report No. 182037 Revision 09 prepared by Affinity dated 5 December 2023;</p> <ul style="list-style-type: none"> ▪ The ground Level residential corridor of Building B has a combined length of 45m and will not be divided into intervals of not more than 40m with smoke proof construction. ▪ Up to 30m to a Point-of-Choice in lieu of 20m from the far western and far eastern corners of the floorplate; and ▪ Up to 68m between alternative exits in lieu of 40m measured through the Point-of-Choice. ▪ All fire stairs discharge into a covered area that has a clear height of 2.8m in lieu of the required 3.0m. ▪ All doors opening into the Building B Ground Level residential corridor shall be fitted with smoke seals. The following doors are exempt from having smoke seals as they are not considered to pose a fire hazard:- <ul style="list-style-type: none"> ○ Lift doors; and ○ Doors to fire-isolated stairs; and ○ Doors to cupboards that have a volume less than 3m³; and ○ Doors to cupboards containing only fire services or non-flammable hydraulic and associated risers (i.e. water meters, extinguishers etc.); and ○ Doors to gas meter cupboards; and <p>See smoke seal requirements.</p>	23/07/24	New

Fire Safety Certificate

Part 11 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021



Fire Engineering Report

Fire Engineering Report No. 182037 Revision 09 prepared by Affinity dated 5 December 2023;

12/08/24

New

- Residential apartment wet areas shall maintain a reduced concrete slab thickness, achieving a 60/60/60 FRL in lieu of the DTS required 90/90/90 FRL.
- The Level 3 access hatch in the ceiling of the Building A fire-isolated stair providing rooftop plant spaces shall not be required to meet an FRL and shall not be self-closing.
- The access to the >100m² rooftop plant spaces (open to the sky) of Building A, B & C shall be via a ladder in lieu of a stair
- The non-fire rated access hatches shall be constructed of non-combustible material (preferably steel) and must not be fitted with a self-closer.
- A 1m clear exclusion of services/plant equipment and combustible materials is to be implemented around the Building A, Building B and Building C roof access hatch at the roof level.
- See Figure B for extent of such area in Building A which is indicative of all buildings.
- Access to the roof access hatches is subject to operational requirements.
 - See Building Management Requirements
- All mailboxes that are located at the building entrances must be made of a non-combustible material (metal, stone, masonry, concrete etc.).
- Where electric vehicle charging systems are installed within the basement level carpark, these shall achieve the following requirements:
 - A maximum of 22kW electric vehicle chargers is permitted to be installed within the basement level carpark.
 - All fixed installed electrical vehicle charging bays must be include an emergency stop button which isolates the mains power to the unit as part of the product design.
 - All electric vehicle charging equipment must automatically shut down and be isolated from the mains power on general fire alarm anywhere within the building.
 - Signage must be displayed at the main FDCIE to indicate the properties of the electric car charging bays to include:

Fire Safety Certificate



Part 11 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021

	<ul style="list-style-type: none"> ▪ Charging bay locations relative to fire-isolated stairs; and ▪ The power rating (kW capacity); and ▪ Note that the electric car charging systems automatically cease operation and are isolated from power supply on general fire alarm. <ul style="list-style-type: none"> ▪ A block plan or mud map indicating the path to the fire sprinkler control valve room shall be displayed at the booster assembly, the Main FIP and sub-FIPs. ▪ This may be superimposed on statutory block plans provided all information is displayed clearly. <p>An A4 colour hardcopy of the final Fire Engineering Report shall be located at the building's FIP for the life of the building.</p>		
Building Management Plan	<p>Fire Engineering Report No. 182037 Revision 09 prepared by Affinity dated 5 December 2023;</p> <ul style="list-style-type: none"> ▪ The building management document (or equivalent) shall ensure that the maintenance staff (or the like) utilising the roof access hatch, that the respective hatch is closed and locked upon completion of their works. ▪ The building management document (or equivalent) shall ensure that during times when maintenance personnel are located on the roof and when the non-fire-rated hatches are open a spotter shall be present to manage occupants traversing through the fire stair/corridor. <p>The building management plan must document that no services are permitted to be installed within 1m of the Building A fire-isolated stair access hatch.</p>	8/08/24	New

* Indicate whether the measure is new (N), existing (e) or modified (M)

Section 5: Name and contact details of the person making the declaration in section 6 or 7

Full name (Given Name/s and Family Name)

Nick Fleming

Organisation (if applicable)

Parkview

Title/Position (if applicable)

Project Manager

Address (Street No, Street Name, Suburb and Postcode)

Level 7, 60 Union Street, Pyrmont NSW 2009

Fire Safety Certificate



Part 11 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021

Phone

0429 602 337

Email

nick.pleming@parkview.com.au

Section 6: Final fire safety certificate declaration - for the whole of the building work

I, Nick Pleming (insert full name) being the: owner owner's agent

certify that each essential fire safety measure specified in the current fire safety schedule for the building has been assessed by a properly qualified person as capable of performing to at least the standard required by the current fire safety schedule.

Owner/Agent Signature

Date issued

12/08/24

Section 7: Interim fire safety certificate declaration

I, [Click here](#) (insert full name) being the: owner owner's agent

certify that each essential fire safety measure specified in the current fire safety schedule for the part of the building has been assessed by a properly qualified person as capable of performing to at least the standard required by the current fire safety schedule.

Owner/Agent Signature

Date issued

Note:

A fire safety certificate must not be issued unless the certificate is accompanied by a fire safety schedule for the building or part of the building in accordance with the Regulation.

Fire Safety Certificate

Information to help building owners complete the Fire Safety Certificate form



Please note:

The following information has been provided to help building owners complete the fire safety certificate template and does not comprise part of the form. The following pages do not have to be displayed in the building and need not be submitted to the Commissioner of Fire and Rescue NSW.

General

- Please print in CAPITAL LETTERS and complete all relevant sections in full.
- A reference to 'the Regulation' is a reference to the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*.
- Completed fire safety certificates must be lodged with Fire and Rescue NSW by email at firesafety@fire.nsw.gov.au. For further information about this process, please visit the 'Lodge a fire safety certificate' page at www.fire.nsw.gov.au.
- As soon as practicable after issuing the fire safety certificate, the building owner must ensure a copy (together with a copy of the current fire safety schedule) is displayed in a prominent location within the building.
- Further information about building fire safety is available on the 'Fire safety in buildings' page of the Department's website at www.planning.nsw.gov.au.

Section 1: Type of certificate

- Mark the applicable box to identify if the certificate being issued is a final fire safety certificate or an interim fire safety certificate.
- Fire safety certificates are issued under Part 11 of the Regulation.
- A final fire safety certificate concerns the whole of the building work.
- An interim fire safety certificate concerns a completed part of the building work.

Section 2: Description of the building or part of the building

- In addition to the address and other property identifiers, a brief description of the building or part is to be provided. This could include the use(s) of the building (e.g. retail, offices, residential, assembly, carparking), number of storeys (above and/or below ground), construction type or other relevant information.
- If the description relates to part of a building, the location of the part should be included in the description.

Section 3: Name and address of the owner(s) of the building or part of the building

- Provide the name and address of each owner of the building or part of the building.
- The owner of the building or part of the building could include individuals, a company, or an owner's corporation.

Section 4: Fire safety measures

- The purpose of this section is to identify all of the fire safety measures that apply to a building or part of a building.
- The statutory fire safety measures are listed in section 79 of the Regulation.
- Fire safety measures include items such as portable fire extinguishers, fire hydrants, fire sprinklers, fire detection and alarm systems and lightweight construction.
- For final fire safety certificates, the table in section 4 must list each of the essential fire safety measures that apply to the building and the relevant standard of performance. The date(s) on which these measures were assessed and inspected must be within the 3 months prior to the date the final fire safety certificate is issued.
- For interim fire safety certificates, the table in section 4 must list each of the essential fire safety measures that apply to the part of the building and the relevant standard of performance. The date(s) on which these measures were assessed and inspected must be within the 3 months prior to the date the interim fire safety certificate is issued.
- The person who carries out the assessment must—
 - (a) inspect and verify the performance of each essential fire safety measure being assessed, and
 - (b) test the operation of equipment that—
 - (i) is specified in the current fire safety schedule for the building, and
 - (ii) has not previously been tested in an assessment because it is newly installed.

Fire Safety Certificate



Information to help building owners complete the Fire Safety Certificate form

- A fire safety certificate deals with all essential fire safety measures in the current fire safety schedule for the building or part. However, the certificate need not deal with any measure the subject of other fire safety certificates or fire safety statements issued within the previous 6 months, except if the person who issued the relevant development consent, construction certificate or fire safety order determines that the fire safety certificate must address these measures.

Section 5: Name and contact details of the person making the declaration in section 6 or 7

- The purpose of this section of the form is to detail the name, address and contact details of the person who is making the required declaration i.e., the person who completes and signs section 6 or section 7 of the form. This could be the owner(s) of the building or a nominated agent of the owner(s).
- Where a person makes the required declaration on behalf of an organisation (as the owner of the building), the name of the organisation and the title/position of the person must be provided. The person making the required declaration as a representative of the organisation must have the appropriate authority to do so.
- Where a person makes the required declaration on behalf of the owner(s) (as the owner's agent), this person must have the appropriate authority from the building owner(s) to undertake this function.
- In the case of a building with multiple owners, one owner may make the required declaration, however each of the other owners must authorise the owner who makes the required declaration to act as their agent.

Section 6: Final fire safety certificate declaration

- The person completing this section is the person who is making the required declaration for the final fire safety certificate in accordance with section 83 and 84 of the Regulation and is the same person as detailed in section 5. The person making the required declaration must identify if they are the owner or the owner's agent.
- In making the required declaration, the building owner or agent is **not** declaring that each fire safety measure meets the minimum standard of performance, but rather that each fire safety measure has been assessed, and was found by a properly qualified person to be capable of performing to that standard, as listed in section 4. In performing this function, the building owner or owner's agent could obtain documentation from each properly qualified person to verify that the standard of performance has been met and that any new items of equipment have been tested, prior to completing the form.

Section 7: Interim fire safety certificate declaration

- The person completing this section is the person who is making the required declaration for the interim fire safety certificate in accordance with section 83 and 84 of the Regulation and is the same person as detailed in section 5. The person making the required declaration must identify if they are the owner or the owner's agent.
- The information provided above in relation to section 6 on what the owner is declaring also applies to an interim fire safety certificate.



NETSTRATA

EST 1996

September 12, 2024

Holding Redlich

Your Ref: .

**RE: Strata Information Certificate
Lot 34, Strata Plan 108419
15 CORMORANT WAY SHELL COVE**

Enclosed is the Section 184 Certificate(s) you have requested on behalf of your client.

To provide you with a more expedient service we have included the following documentation to assist you with the conveyance;

1. Strata Information Certificate

For your convenience we have enclosed two copies of a Strata Information Certificate which contains the information available to us about this transaction that was available to us at this time.

The remainder of the Strata Information Certificate should be completed and returned to our office promptly upon settlement of this matter so that the strata scheme records can be amended to reflect the changes of interest affecting your clients.

2. Update on Certificate

For an update on the information contained in the Strata Information Certificate, simply contact our office by the following email address towards the settlement date. PEXA Payment Details noted on Page 4.

melissa.may@netstrata.com.au

3. By-laws, Insurance Certificate and Minutes

If your client requires copies of the registered By-laws, Insurance Certificate or minutes of the most recent general meeting of the Owners Corporation, please don't hesitate to contact the undersigned and we will forward copies to you at no cost.

4. Section 183 Preparation Fee

Pursuant to the By-Laws in place for this particular strata scheme, a Section 183 Preparation Fee of \$150.00 may be applied to the lot account for the administrative work performed on behalf of the individual lot owner to prepare books and records for inspection prior to the issue of this Section 184 Certificate.

We trust this information proves helpful. Should you require any further explanation about the information contained in the certificate(s) or the services provided by our company please do not hesitate to contact our office.

Sincerely,

NETWORK STRATA SERVICES T/A NETSTRATA

Liability Limited by a scheme approved under Professional Standards Legislation

Network Strata Services Pty Ltd | A.C.N. 064 030 324 | All correspondence: PO Box 265, Hurstville BC NSW 1481

Head Office
298 Railway Pde
Carlton NSW 2218

Parramatta Office
Level 14, 3 Parramatta Sq
Parramatta NSW 2150

Wollongong Office
Level 3, 3 Rawson St
Wollongong NSW 2500

Sydney CBD Sales Office
Level 26, 44 Market St
Sydney NSW 2000

Date of certificate **12 September 2024**

Lot in respect in which certificate is issued: Lot: **34** Strata Plan: **108419**

Person requesting certificate: Authorised - **Holding Redlich**

If authorised person, authorised by: Owner, **Shellharbour City Council**

The owners corporation certifies the following with respect to the lot the subject of this certificate:

1. Has a strata renewal committee been established? No

Brief statement if one has been established:

2. Administrative fund—contributions payable by regular periodic instalments or lump sum (section 73 (1) of the Act)

Total amount determined for the period to	\$0.00
Number of Instalments payable	0 payments

1st Instalment due on

Amount (if any) outstanding	\$0.00
Amount (if any) in credit	\$0.00
Discount (if any) applicable for early payment	\$0.00

Brief statement as to the reason for any amount outstanding or in credit:

3. Capital Works fund—contributions payable by regular periodic instalments or lump sum (section 73 (1) of the Act)

Total amount determined for the period to	\$0.00
Number of Instalments payable	0 payments

1st Instalment due on

Amount (if any) outstanding	\$0.00
Amount (if any) in credit	\$0.00
Discount (if any) applicable for early payment	\$0.00

Brief statement as to the reason for any amount outstanding or in credit:

4. Amounts payable for additional amenities or services (section 117 of the Act)

Section 117 of the Act provides that an owners corporation may enter into an agreement to provide amenities or services to particular lots. These lots are responsible for payment for amenities and services so provided.
Total amount last determined owed by these lots

Total amount last determined owed by these lots

Amount: _____ **Period:** _____

If this certificate is requested by the owner of any of those lots, the following applies to the lot/s owned:

Number of instalments payable (if payable by instalments) Amount of each instalment, period to which instalment relates and date due

Amount	Due & Payable	Amount/s Outstanding	Amount/s in Credit
---------------	--------------------------	-----------------------------	---------------------------

Brief statement as to the reason for any amount outstanding or in credit:

5. Special contributions to the administrative or capital works or other fund(section 81(4) of the Act)

Amount of any levy payable under section 81 (4) of the Act

Date Determined	Amount	Due & Payable	Amount/s Outstanding	Amount/s in Credit
				\$0.00

Brief statement as to the reason for any amount outstanding or in credit:

Brief statement as to the purpose for which the contribution was required:

6. Money unpaid under by-law conferring a right or a privilege (Division 3 of Part 7 of the Act)

Amount	Due & Payable	Amount/s Outstanding	Amount/s in Credit
			\$0.00

Brief statement as to the purpose for which each contribution was required -

7. Proposals for funding matters set out in the 10 year capital works plan No

8. Contributions towards costs of legal proceedings

Amount of any levy payable under section 90 of the Act

Amount	Due & Payable	Amount/s Outstanding	Amount/s in Credit
---------------	--------------------------	-----------------------------	---------------------------

Brief statement as to the reason for any amount outstanding or in credit:
Brief statement as to the purpose for which each contribution was required:

9. Amount recoverable in relation to work carried out by owners corporation

Amount (if any) recoverable under section 120 of the Act

Amount	Due & Payable	Amount/s Outstanding	Amount/s in Credit
			\$0.00

Brief statement as to the purpose for which each contribution was required -

10. Rate of interest payable on contributions

Rate of interest payable under section 79 of the Act on outstanding contributions	10.0%
Amount of interest payable in relation to outstanding contributions	\$0.00

11. Amount of unpaid contributions and pecuniary penalties

Amount of any unpaid monetary penalty that is payable under section 147 of the Act or any other monetary penalty:

Amount of any contribution recoverable as a debt under section 86 of the Act:

12. Pexa Payment Details - BPAY

Biller Code - 96503 DEFT Reference Number - 276714003 1154181

13. Particulars on Strata Roll for lot to which certificate relates

Name of present Owner(s): **SHELLHARBOUR CITY COUNCIL**

Address for service of notices of present owners: **LEVEL 2/1C HOMEBUSH BAY DRIVE
RHODES NSW 2138**

Name and address for service of notices on each mortgagee, covenant chargee or other person who has given notice to the owners corporation under section 22 of the Act

14. Strata managing agent and building manager

Network Strata Services T/A Netstrata

Network Strata Services T/A Netstrata

Address of Managing Agent:

**PO BOX 265
HURSTVILLE
NSW 1481**

Name of building manager (if any) appointed under section 67 of the Act

Address of building manager

15. Members of strata committee

Name and address of each member of the Executive Committee-

Name **Address****Office bearers-****Chairperson:****Secretary:****Treasurer:****16. By-laws**

Particulars of any by-laws made by the owners corporation within the 6-month period before the date of this certificate that have not been lodged at the office of the Registrar-General as at that date:

strata by-laws registered with the strata plan

17. Insurance policies

Particulars of all insurance policies that have the owners corporation as the insured or as a beneficiary:

Name of Insurer:	CHU UNDERWRITING
Broker:	STRATA INSURANCE SERVICES
Policy No:	HU0006133263
Renewal Date:	06/09/2025
Premium	\$83,460.66
Premium Paid	
Coverage Type	Sum Insured
Appeal Expenses - Common Property Health & Safety Breaches	\$100,000.00
Building	\$52,422,739.00

Fidelity Guarantee	\$250,000.00
Government Audit Costs	\$25,000.00
Legal Defence Expenses	\$50,000.00
Loss of Rent/ Temp Accom.	\$7,863,410.00
Lot Owners Fixtures/Improvements (per lot)	\$250,000.00
Machinery Breakdown	\$100,000.00
Office Bearers	\$5,000,000.00
Personal Accident/Voluntary Workers	\$200,000.00
Public Liability	\$30,000,000.00

Items 18 and 19 must be completed if the strata scheme is also part of a community scheme

Name of community or precinct association (if any):

Community or Precinct lot number(s) for precinct or strata scheme:

Address for service of notices:

18. Contributions payable to administrative fund of community association or precinct association

Total amount determined for the period:

Number of Instalments payable:

Instalment Period

Amount (if any) outstanding

Amount (if any) in credit

Discount (if any) applicable for early payment

19. Contributions payable to sinking fund of community association or precinct association

Total amount determined for the period:

Number of Instalments payable:

Instalment Period

Amount (if any) outstanding

Amount (if any) in credit

Discount (if any) applicable for early payment

Item 20 must be completed if the strata scheme is a member of a building management committee

Name of building management committee:

Address for service of notices:

20. Contributions payable to the building management committee

Total amount determined for the period:

Number of Instalments payable:

Amount (if any) outstanding
Amount (if any) in credit
Discount (if any) applicable for early payment

Item 21 must be completed if the strata scheme is required to pay to any other person or body any amount not connected to the maintenance or insurance of the common property

21. Amount payable to any other person or body

Name of the person or body: N/A
Purpose of the payment: N/A

Next payment amount (if known)	Next payment Due (if known)	Amount (if any) outstanding	Amount (if any) in Credit
-----------------------------------	--------------------------------	--------------------------------	------------------------------

22. General Information

Please note that this building may be subject to the provision of the Environmental Planning and Assessment Amendment (Identification of Buildings with External Combustible Cladding) Regulation 2018.

The common seal of the owners - Strata Plan **108419**



Was hereunto affixed on 12/09/2024

In the presence of Stephen Brell (Licensee in charge)

being the person(s) authorised by section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal.

Note: Section 185 of the Act provides:

185 **Strata information certificate is evidence of matters stated in it**

- (8) A strata information certificate is conclusive evidence, as at the date of the certificate, of the matters stated in it in favour of a person (whether or not the applicant for the certificate or a person referred to in the certificate) taking for valuable consideration:
 - (a) an estate or interest in a lot in a freehold strata scheme to which the certificate relates, or
 - (b) an estate or interest in a lease of a lot in a leasehold strata scheme to which the

ATTACHMENT STRATA INFORMATION CERTIFICATE
NOTICE OF INTEREST/MORTGAGE

The Secretary Strata Plan 108419

NOTICE IS HEREBY GIVEN of the under mentioned dealing affecting lot 34 In SP 108419.

Please record this information in the Strata Roll and acknowledge this notice by completing and returning the form of acknowledgement attached.

Nature of interest: Purchase Lease Mortgage Other _____**Date of delivery of interest:** _____**Full name of person(s) acquiring interest:** _____**Address for service of notices:** _____**Contact phone numbers:** (w) _____

(h) _____ (m) _____

Email Address: __________
Solicitor for the Vendor_____
Solicitor for the Purchaser

Acknowledgement of NoticeDetach and Return to: _____

_____Lot: 34
S/ Plan:108419

Shellharbour City Co TO _____

Receipt of a notice concerning the said lot is acknowledged. The information thereon was entered on the Strata Roll on:

Signed: _____

Network Strata Services T/A Netstrata - Liesl Biles

ATTACHMENT STRATA INFORMATION CERTIFICATE
NOTICE OF INTEREST/MORTGAGE

The Secretary Strata Plan 108419

NOTICE IS HEREBY GIVEN of the under mentioned dealing affecting lot 34 In SP 108419.

Please record this information in the Strata Roll and acknowledge this notice by completing and returning the form of acknowledgement attached.

Nature of interest: Purchase Lease Mortgage Other _____**Date of delivery of interest:** _____**Full name of person(s) acquiring interest:** _____**Address for service of notices:** _____**Contact phone numbers:** (w) _____

(h) _____ (m) _____

Email Address: __________
Solicitor for the Vendor_____
Solicitor for the Purchaser

Acknowledgement of NoticeDetach and Return to: _____

_____Lot: 34
S/ Plan:108419

Shellharbour City Co TO _____

Receipt of a notice concerning the said lot is acknowledged. The information thereon was entered on the Strata Roll on:

Signed: _____

Network Strata Services T/A Netstrata - Liesl Biles



Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006133263
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	06/09/2024 to 06/09/2025 at 4:00pm
The Insured	THE OWNERS - STRATA PLAN 108419
Situation	15 CORMORANT WAY SHELL COVE NSW 2529

Policies Selected

Policy 1 – Insured Property

Building: \$52,422,739

Common Area Contents: \$524,227

Loss of Rent & Temporary Accommodation (total payable): \$7,863,410

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

Policy 7 – Catastrophe Insurance

Sum Insured: \$7,863,410

Extended Cover - Loss of Rent & Temporary Accommodation: \$1,179,511

Escalation in Cost of Temporary Accommodation: \$393,170

Cost of Removal, Storage and Evacuation: \$393,170

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000



Policy 9 – Lot owners’ fixtures and improvements (per lot)
Sum Insured: \$250,000

Flood Cover is included.

Date Printed

06/09/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

598-602 Forest Road, Penshurst
PH: (02) 8566 8100
info@stratais.com.au



A.F.S. Licence 457333
A.C.N. 167 214 182
A.B.N. 14 167 214 182

TAX INVOICE New Policy

Date: 14/8/2024

Invoice No: TBA.SIS.24

INSURED: Fraser Property

ADDRESS: C/- Strata Insurance Services
298 Railway Parade
CARLTON

INSURED WITH: CHU: Corporate Home Unit Underwriting Agencies Pty Ltd on behalf of QBE Insurance (Aust) Pty Ltd

POLICY NO: TBA

INSURANCE CLASS: Residential Strata Insurance

PERIOD OF COVER: From: TBA
To: TBA

COVERING: 15 Cormorant Way, Shell Cove NSW 2529

DEBITED TO:

C/- Strata Insurance Services
298 Railway Parade
CARLTON

Base Premium:	\$54,409.26
FIRE/SES Levy:*	\$7,722.23
GST:	\$6,228.13
Stamp Duty:	\$6,151.04
Insurers Administration Fee:	\$150.00
Broker Fee:	\$8,000.00
GST Broker Fee:	\$800.00
Strata Manager Commission:	\$0.00
TOTAL DUE:	\$83,460.66

*Note: Fire Levy for risks in NSW contains State Emergency Service Contribution

Broker Commission (Included in Total)	\$0.00
GST on Broker Commission	\$0.00

Please forward your Remittance within 14 Days to ensure continuity of cover.

Remittance Advice

Invoice No: TBA.SIS.24

Amount:
\$83,460.66

Please return this advice together with your payment to:

Strata Insurance Services Pty Ltd Trust Account
PO Box 265, HURSTVILLE BC 1481

Account Number: 182-222
303392872



Revenue

Enquiry ID 4131099
Agent ID 81429403
Issue Date 04 Jun 2024
Correspondence ID 1786633238
Your reference 19621565

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D1238340/5071	HARBOUR BLVD SHELL COVE 2529	\$5 620 000	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2024 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice 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"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served 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 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>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*.

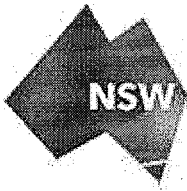
31 Foreign Resident Capital Gains Withholding

- 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.

15 CORMORANT WAY SHELL COVE NSW 2520



**LAND
REGISTRY
SERVICES**

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

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

FOLIO: 5071/1238340

SEARCH DATE	TIME	EDITION NO	DATE
8/8/2024	11:06 AM	1	11/12/2019

LAND

LOT 5071 IN DEPOSITED PLAN 1238340
AT SHELL COVE
LOCAL GOVERNMENT AREA SHELLHARBOUR
PARISH OF TERRAGONG COUNTY OF CAMDEN
TITLE DIAGRAM DP1238340

FIRST SCHEDULE

SHELLHARBOUR CITY COUNCIL

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1238340 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP1238340 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1238340 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1238340 EASEMENT FOR DRAINAGE OF WATER APPURTENANT TO THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: SP108419.

*** END OF SEARCH ***

● Pending

This page is a temporary placeholder for the Shellharbour City Council: Section 10.7 (2) Certificate - Standard - 5071/1238340 which will be removed and replaced with the certificate once available from the authority.

Ordered: 08/08/2024 11:10:49 AM

Order ID: 142443386