

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent		Phone Fax Ref
Vendor	Liana Boscoscuro and Lendlease Communities (Calderwood) Pty Limited (ACN 079 989 674)	
Developer	Lendlease Communities (Calderwood) Pty Limited (ACN 079 989 674) Level 14, Tower Three, International Towers Exchange 300 Barangaroo Avenue, Sydney NSW 2000	
Developer's solicitor	MinterEllison Level 40, Governor Macquarie Tower 1 Farrer Place, Sydney, NSW 2000	Phone (02) 9921 8888 Fax (02) 9921 8123 Ref JP : 1274066
date for completion	Refer to Clause 36	
land (address, plan details and title reference)	Address: Butterfactory Drive, Calderwood NSW 2527 Title reference: Folio Identifier /1255898 Lot and plan: Lot in Deposited Plan 1255898 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> Vacant Land	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input checked="" type="checkbox"/> other documents: See annexures A to I	

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

inclusions	Nil	
FIRB Required	<input type="checkbox"/> No (default) <input type="checkbox"/> Yes	
purchaser		
purchaser's solicitor		Phone Fax E-mail Ref
price	\$	
deposit	\$	(10% of the price, unless otherwise stated)
balance	\$	
contract date		(if not stated, the date this contract was made)

buyer's agent Not applicable

JOINT TENANTS tenants in common in unequal shares

For execution refer to signing page.

Choices

Vendor agrees to accept a ~~deposit bond~~ (clause 3) NO yes
 Proposed **electronic transaction** (clause 30) No YES

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 *RW payment* (residential withholding payment) NO yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*: \$

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

Amount purchaser must pay – price multiplied by the *RW 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): N/A

List of Documents

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

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number
Not applicable

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	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>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i>);
<i>RW 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>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract, and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

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 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

- **Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

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

24 Tenancies

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

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- ## 26 Crown purchase money
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- ## 27 Consent to transfer
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <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>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <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 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'</i> <i>Conveyancing Transaction</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>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

Lot 2227 / Stage 2A2 Calderwood Valley CALDERWOOD NSW 2527



Special Conditions

Calderwood Valley

Stage 2A2

Special Conditions

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Special Conditions

32. Definitions

The following words have these meanings in this contract unless the contrary intention appears:

Act means the *Conveyancing Act 1919* (NSW).

Bank means each of:

- (a) Westpac Banking Corporation (ACN 007 457 141);
- (b) National Australia Bank Limited (ACN 004 044 937);
- (c) Australia and New Zealand Banking Group Limited (ACN 005 357 522);
- (d) Commonwealth Bank of Australia (ACN 123 123 124); and

any other financial institution acceptable to the vendor in the vendor's absolute discretion.

Bank Guarantee means an irrevocable and unconditional undertaking in favour of the vendor for an amount being not less than 10% of the purchase price which:

- (a) a bank issues at the request of the purchaser;
- (b) contains terms and conditions acceptable to the vendor at its absolute discretion; and
- (c) does not specify an expiry date.

Building Envelope Plan means the plan in Annexure F which specifies the area of the property, amongst other things, within which residential building work must be carried out.

Builder means McDonald Jones Homes Pty Ltd ACN 089 524 050.

Building Contract means the building contract entered into between the Builder and the purchaser in relation to the dwelling to be constructed on the property by the Builder.

Calderwood Development means the development undertaken by the Developer in respect of the Calderwood Land.

Calderwood Land means the land comprised in folio identifiers 1/259137, 2/259137, 3/259137, 4/259137, 5/259137, 6/259137, 1/194903, 2/608238, 112/851153, 22/809156, 1/998349, 2/158988, 1/1044038, 2/2534 and 1/996926 (including any subdivision(s) of any of the folio identifiers), plus or minus any land as determined at any time by the vendor in the exercise of its absolute discretion.

Certificate means the certificate or certificates under section 10.7 of the *Environmental Planning and Assessment Act 1979* (NSW), a copy or copies of which is or are attached to this contract in Annexure D.

Certificate of Title means a paper certificate or title and an electronic certificate of title (eCT).

Claim means any claim, loss, Costs, charge, allegation, suit, action, demand, cause of action or proceeding of any kind made under or in connection with this contract or the Property whether or not it arises at Law or in any other way.

Clearance Certificate means a certificate in respect of the vendor given by the Commissioner under section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth).

Cooling Off Period means the period beginning on the Contract Date and ending at 5.00pm on the date which is the fifth business day after the Contract Date.

Costs include:

- (a) costs, charges and expenses, including those incurred in connection with advisers, experts and consultants (including legal costs calculated on a solicitor and own client basis);

- (b) damages, losses, injury (whether actual or contingent) suffered or incurred by a party; and
- (c) any fines, penalties, interest or similar item imposed by any legislation.

Consent Authority means the Government Agency, Minister for Planning, any other Minister, the Independent Planning Commission, a joint regional planning panel, the Council or other public authority having the function to determine the relevant application, as appropriate.

Contract Date means the date of the contract indicated on the front page of the contract.

Council means Shellharbour City Council and any consent authority under the *Environmental Planning and Assessment Act 1979* (NSW) which may replace the Shellharbour City Council.

Defaults means the purchaser has failed to comply with a term or condition of the contract.

Deposited Plan means the Deposited Plan 1255898.

Deposited Plan Instrument means the instrument that was registered with the Deposited Plan.

Depositholder means the vendor's solicitor named on the front page.

Design Guidelines means the 'Calderwood Valley Home Design Guidelines' and ancillary building envelope plan which regulate building and ancillary landscaping work within the Development Site as notified to the purchaser from time to time and which, at the Contract Date, are in the form of Annexure H

Designated Matters means:

- (a) the exercise of any of the vendor's rights or the carrying out of any of the vendor's obligations;
- (b) such of the matters described in clauses 57 and 63 as are required to be done by the vendor, or may be done by the vendor in its discretion;
- (c) creation of easements or the making of other arrangements contemplated by clause 50;
- (d) the Development Activities; and
- (e) the selling and leasing activities described in clause 58.

Development means the development undertaken or to be undertaken on the Development Site by the Developer.

Development Activities means:

- (a) any form of demolition work, excavation work or landscaping work within any part of the Calderwood Land;
- (b) any form of building work or work ancillary to or associated with building work on any part of the Calderwood Land including, without limitation, the installation of Infrastructure;
- (c) any form of work other than the forms of work referred to in paragraph (a) and (b) of this definition which is considered necessary or desirable by the vendor or the Developer including carrying out any other works associated with or ancillary to the development and subdivision of any part of the Calderwood Land;
- (d) the staging of construction or development, including the registration of one or more deposited plans in connection with the Calderwood Land either before or after the Deposited Plan;
- (e) the addition, amendment, deletion or consolidation of lots in the Deposited Plan;
- (f) the use and/or operation and/or fitout of any part of the Development Site or a lot within the Development Site;
- (g) obtaining any approvals required by the vendor or its assignee for carrying out development on the Calderwood Land (including but not limited to increasing the number of lots and varying the Calderwood Development);
- (h) the subdivision of land forming part of the Calderwood Land and/or the Development Site;
- (i) the dedication of land forming part of the Calderwood Land and/or the Development Site;

- (j) placing on, erecting on or attaching to any part of the Calderwood Land, temporary structures, scaffolding, building materials, fences, cranes and other machinery and equipment; and
- (k) the construction of any display villages within the Calderwood Land.

Development Consent means a development consent issued or to be issued by the Consent Authority pursuant to Part 4 of the *Environmental Planning and Assessment Act 1979* to subdivide the Development Site to create title to the Property and other lots within the Development Site, and as modified from time to time.

Development Site means that part of the Calderwood Land comprised in former Lots 1, 2 & 3 in Deposited Plan 1248885 & former Lots 2201, 2226 – 2236 & 2247 in Deposited Plan 1214797

Disclosures means the disclosure of information, concepts and proposals provided in clause 57 and other clauses regarding the Development Site.

Expert Determinator means a person nominated by the President for the time being of the Royal Australian Institute of Architects NSW Chapter at the request of either the vendor or the purchaser.

Encumbrance includes a mortgage, lease or caveat.

FIRB means the Foreign Investment Review Board constituted by the FIRB Act.

FIRB Act means the *Foreign Acquisitions and Takeover Act 1975* (Cth).

Foreign Person has the meaning given to it in the FIRB Act.

Governmental Agency means any government, semi or local government, statutory, or public or other authority having jurisdiction over the Development Site.

GST means the goods and services tax imposed under the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) including any related legislation and any GST regulations.

Guarantor means the guarantor noted on the front page of the contract.

Holding Deposit means cash or cheque made payable to the vendor or Vendor's Solicitor in the sum of \$1,000.00 or such other amount as is agreed by the vendor in its absolute discretion.

Infrastructure means infrastructure or Services to be constructed or installed on the Development Site, as a condition of the Development Consent, a requirement of a Governmental Agency, Consent Authority or in any other circumstance.

Law means any statute, regulation, ordinance, by-law or statutory notice, direction or requirement.

Local Voluntary Planning Agreement means the agreement dated 15 September 2014 between the Shellharbour City Council and Lend Lease Communities (Australia) Limited ABN 88 000 966 085 in relation to the Calderwood Development.

Objection means any objection, requisition, Claim, delay to completion, rescind or terminate.

Occupation Certificate means a certificate under section 6.3(1)(c) of the *Environmental Planning and Assessment Act 1979* in respect of the dwelling to be constructed on the property under the Building Contract.

Opticomm means Opticomm Co Pty Limited ABN 50 117 414 776.

Personal Information has the meaning given to it in the *Privacy Act 1988* (Cth).

Property has the meaning given to it in the Standard Form.

Regulation means the *Conveyancing (Sale of Land) Regulations 2017* (NSW).

Related Body Corporate has the meaning given to it in the *Corporations Act 2001* (Cth).

Services means any utility service including water, drainage, sewerage, sewer mains, gas, electricity, communication services and any other services to or through the land including the Development Site.

Service Providers includes Council, any Governmental Agency, any public authority, or utility provider and any company in the business of supplying services to the public.

Special Conditions means the conditions contained in these special conditions.

Standard Form means the standard form Contract for Sale and Purchase of Land – 2018 Edition.

Standard Requisitions means the requisitions set out in Annexure I

State Voluntary Planning Agreement means the agreement dated 3 March 2011 between the Minister for Planning (ABN 38 755 709 681) and Delfin Lend Lease Limited (ABN 88 000 966 085) in relation to the Calderwood Land.

Subsequent Transferee has the meaning given to it in clause 34.1(i).

Sunset Date means 31 December 2020, as may be extended under clause 38).

TA Act means the *Tax Administration Act 1953* (Cth).

Third Party means a party nominated by the vendor.

Treasurer means the Treasurer of the Commonwealth of Australia.

Vendor's Agent means the agent named on the front page of the contract.

Voluntary Planning Agreements means the State Voluntary Planning Agreement and the Local Voluntary Planning Agreement.

33. Interpretation

33.1 In this contract unless the contrary intention appears:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) a gender includes any gender;
- (d) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;
- (e) a reference to person includes:
 - (i) a body corporate, an unincorporated body or other entity;
 - (ii) a reference to that person's executors, administrators, successors, permitted assigns and substitutes; and
 - (iii) a person to whom this contract is novated;
- (f) a reference to a clause, is to a clause of this contract;
- (g) a reference to a schedule, annexure or attachment is to a schedule, annexure or attachment to this contract;
- (h) a reference to a specific document is to that document as amended, novated, supplemented, varied or replaced;
- (i) a reference to a thing, including but not limited to a right, includes a reference to a part of that thing;
- (j) a reference to legislation includes but is not limited to a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument under it;
- (k) a reference to conduct, includes but is not limited to, an omission, statement or undertaking whether or not in writing;
- (l) an agreement, representation or warranty in favour of two or more people is for the benefit of them jointly and severally;
- (m) an agreement, representation or warranty on the part of two or more people binds them jointly and severally;
- (n) if a period of time runs to or from a given date, act or event, then the time is calculated exclusive of the date, act or event;
- (o) a reference to a business day is a reference to a period of time commencing at midnight and ending 24 hours later;
- (p) a reference in this contract to a draft document is a reference to the copy of the document of that name attached to this contract, and
- (q) a reference to time is a reference to Sydney time.

33.2 The provisions of this contract, which are intended to have application after completion, continue to apply from completion.

33.3 If there is an inconsistency between the Standard Form and the Special Conditions, then the Special Conditions prevail.

34. Amendments to Standard Form

34.1 The following clauses in the Standard Form are amended:

- (a) in **clause 1**, the definition of 'bank' is omitted and the definition of Bank in clause 32 is substituted and all references in the Standard Form to 'bank' are deleted and substituted with the references to 'Bank';

- (b) in **clause 1**, the definition of 'deposit holder' is omitted and the definition of Depositholder in clause 32.1 is substituted and all references in the Standard Form to 'deposit holder' are deleted and substituted with the references to 'Depositholder';
- (c) in **clause 1**, amending the definition of 'party' by inserting the words 'the Developer' after the word 'vendor';
- (d) in **clause 1**, amending the definition of 'serve' by deleting the words 'the other' and inserting the words 'each of the other parties, subject to the other provisions of this contract';
- (e) **Clauses 2.2 and 11.1** by deleting 'Normally,';
- (f) **Clauses 2.4, 2.6, 2.7, 2.8 and 2.9** are deleted;
- (g) **Clause 3** is deleted;
- (h) by deleting **clause 4.1** and inserting the following provision:

'The purchaser must serve the form of the transfer within 7 days after the day on which the vendor serves notice of the registration of the document(s) referred to in Schedule 2.'
- (i) **clause 4.3** is replaced to read as follows:

'The vendor is not required to transfer the property to a person (Subsequent Transferee) other than the purchaser unless the purchaser delivers to the vendor on or before completion a deed executed by the purchaser and Subsequent Transferee, in such form as the vendor reasonably requires (at the purchaser's cost) in which the Purchaser directs the vendor to transfer the property to the Subsequent Transferee, and the Subsequent Transferee agrees to comply with any provisions of this contract intended to have application after completion.'
- (j) by inserting the following **clause 4.5**:

'Despite clause 4.2, the purchaser acknowledges that the information disclosed in this contract is sufficient for the purchaser to prepare the transfer;
- (k) by deleting **clause 5.2.1** and inserting the following provision:

'If it arises out of this contract or is a general question about the Property or the title –within 10 days after the Contract date.'
- (l) by deleting **clause 5.2.2** and inserting the following provision:

'If it arises out of anything served by the vendor on the purchaser – within 10 days after the day of that service.'
- (m) by deleting **clauses 5.1 and 5.2.3**.
- (n) **Clause 7**, by omitting 'before completion' and substituting 'not less than 7 days before the completion date';
- (o) by deleting in **clause 7.1.1** '5%' and inserting instead '\$1.00';
- (p) **Clause 7.2.5** is deleted;
- (q) **Clause 7.2.6**, by adding 'and the amount held must be paid to the vendor,' at the end of the clause;
- (r) by deleting **clause 8** and inserting the following provision:

'The vendor can rescind if:

 - 8.1 *the vendor is unable or unwilling to comply with an objection, requisition or Claim;*
 - 8.2 *the vendor serves notice of intention to rescind, which specifies the objection, requisition or Claim; and*
 - 8.3 *the purchaser does not serve a notice waiving the objection, requisition or claim within 10 business days after that service';*

- (s) **Clause 10.1** is amended by including the words 'or delay completion' after the word 'terminate'.
- (t) **Clause 10.1.8** and **clause 10.1.9** are amended by substituting the word 'existence' for 'substance'.
- (u) **Clause 10** - add the following clause:
'10.4 The vendor discloses all of the information appearing in the copy documents attached to this contract even if the contract does not refer to that disclosure.';
- (v) **Clause 13** is deleted;
- (w) **Clause 14.4.2** is deleted.
- (x) **Clause 14.5** is deleted.
- (y) **Clause 16.5** is amended by deleting the words 'plus another 20% of that fee'.
- (z) **Clause 16.6** by inserting 'not less than 7 days before the completion date' after 'if';
- (aa) **Clause 16.7** - delete the words 'cash (up to \$2,000) or';
- (bb) **Clause 16.7.1** is amended by deleting the second dot point.
- (cc) **Clause 16.8** is deleted.
- (dd) **Clause 16.12** - add 'unless the nominated place is within the city of Sydney';
- (ee) **Clause 18** is amended by adding the following provision:
'18.8 The purchaser cannot make a requisition or claim after entering into possession;
- (ff) **clause 20.6** - add the following clause:
'20.6.8. For the purpose of clause 20.6.5:
(a) *a fax is taken to have been received when the transmission has been completed unless:*
(i) *the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the document is taken not to have been served; or*
(ii) *the time of dispatch is later than 5.00pm on a business day, in which case it is taken to have been served at 9.00am on the next business day; and*
(b) *an email must be sent to the address for the party's solicitor in this contract and is taken to have been received immediately once sent, unless a notification of delivery failure is received within 120 minutes of the email being sent.'*
- (gg) **clause 20.6** - add the following clause:
'20.6.9 For the purpose of clause 20.6.6, a document sent by post is taken to have been received 4 business days after posting, 6 business days after posting if sent from interstate or 8 business days after posting if sent to or from a place outside Australia.'
- (hh) **Clause 20.8** is replaced with the following provision:
'The provisions of this contract intended to have application after completion continue to apply despite completion.'
- (ii) **Clauses 22, 24 – 29** are deleted.
- (jj) **Clause 31** is amended as follows:
(i) 31.1.2 – is amended to add the following at the end of the clause, 'or served by the vendor on or before the date for completion.'

- (ii) 31.2 – delete the clause and replace with the following:
 - '31.2 The purchaser must:
 - 31.2.1 at least 5 days before the date for completion, serve evidence of a submission of a purchaser payment notification to the Australian Taxation Office by the purchaser; and
 - 31.2.2 pay, or forward a settlement cheque for, the remittance amount to the Deputy Commissioner of Taxation immediately after completion; and
 - 31.2.3 serve evidence of receipt by the Deputy Commissioner of Taxation of payment of the remittance amount within 5 days of receipt of that evidence.'
- (iii) **Clause 31.3** – delete the clause and replace with 'not used'.
- (iv) **Clause 31.4** – delete the words 'that service' and replace with the words 'service of the last certification or variation'.

35. Developer as vendor

- 35.1 Except in relation to the obligations retained by the vendor under clause 35.3(c), the Developer agrees to perform all the obligations of the vendor under this contract or it will procure, as necessary, the performance by the vendor of any obligation which is not within the Developer's direct control.
- 35.2 All references to the vendor in this contract, except for this clause 35, are to be a reference to the Developer.
- 35.3 The purchaser acknowledges that notwithstanding any other provision of this contract:
 - (a) the vendor has not made, and no person on behalf of the vendor has made, any representation or warranty (except as to the vendor's title to the Property and legal capacity to sign and deliver to the purchaser in accordance with the terms of this contract, documents necessary to transfer title to the purchaser) to the purchaser as to the subject matter of this contract or any other matter in connection with the sale of the Property;
 - (b) the vendor has entered into this contract at the direction of the Developer;
 - (c) the vendor has no obligations under this contract except to execute and deliver to the purchaser the documents necessary to transfer title to the purchaser when required in accordance with the terms of this contract and to procure the removal, withdrawal or discharge of:
 - (i) any mortgage, charge or other security interest affecting the Property, other than those in favour of the Developer or the Developer's financier (to which clause 35.1 will apply); and
 - (ii) any caveat lodged by or on behalf of any persons claiming an interest in the Property through the vendor, other than a caveat lodged for or on behalf of the Developer (to which clause 35.1 will apply).
 - (d) the contract contains the whole agreement between the vendor and the purchaser in connection with the purchase of the Property and any other thing in relation to the Property;
 - (e) the vendor is not responsible for the construction or condition of any structures or Services on the Property and is released from all obligations and liabilities in connection with the construction or condition of any such structure or Service;
 - (f) the Purchase Price and any adjusted amounts payable to the vendor under this contract must be paid as directed by the Developer;
 - (g) the Developer is entitled to exercise the vendor's rights and obligation under this contract;
 - (h) a reference to the:
 - (i) 'vendor's solicitor' can be read as a reference to the 'Developer's solicitor'; and

- (ii) 'vendor's agent' can be read as a reference to the 'Developer's agent';
 - (i) despite clause 20, service on the vendor can only be effected by service on the Developer's solicitor.
- 35.4 The purchaser must not make any requisition or claim, delay completion or rescind or terminate because of:
 - (a) anything disclosed in this clause 35; and
 - (b) any action taken by the vendor or the Developer under this clause 35 or otherwise regarding the relationship between the vendor and the Developer.

36. Completion

- 36.1 The completion date of this contract is the later of:
 - (a) 28 days from the Contract Date; and
 - (b) 14 days after the day on which the Builder provides an Occupation Certificate to the purchaser in respect of the dwelling and any other structures, improvements or inclusions to be constructed on the Property by the Builder under the Building Contract.
- 36.2 The parties must complete by 3.30pm on the date for completion.

37. Completion subject to Occupation Certificate

- 37.1 Completion is subject to and conditional on the provision of an Occupation Certificate referred to in clause 36.1(b).
- 37.2 If the Occupation Certificate referred to in clause 36.1(b) is not provided by the Sunset Date, then:
 - (a) the purchaser may rescind this contract by written notice within 10 business days from the Sunset Date and this time is essential; and
 - (b) subject to clause 37.3, the vendor can rescind at any time after the Sunset Date by written notice.
- 37.3 If a clause in this contract is a sunset clause for the purposes of section 66ZL of the Conveyancing Act 1919 (NSW), then the vendor may only rescind this contract if the vendor has complied with sections 66ZL(3) and 66ZL(4) of the Conveyancing Act 1919 (NSW).

38. Extension of time for Occupation Certificate

- 38.1 Despite clause 37, the vendor may by notice to the purchaser extend the Sunset Date by each day that the vendor or its builders and contractors have been delayed by reason of:
 - (a) inclement weather or conditions resulting from inclement weather;
 - (b) any civil commotion, combination of workman or strikes or lockouts affecting the progress of the work or affecting the manufacture or supply of materials for the construction of the Property;
 - (c) any delay in any approval required for construction of the Development by any Governmental Agency; or
 - (d) any other matter beyond the vendor's control, including delay caused by the death of the vendor,

providing that the Sunset Date is extended for a period of no longer than 24 months after the Sunset Date as specified at the date of this contract.

- 38.2 The Developer is the sole determinator of the vendor's entitlement to extension of time under clause 38.1.
- 38.3 The Developer acts as an expert and not an arbitrator.
- 38.4 The Developer may issue a notice on more than one occasion.

- 38.5 If there is any disagreement in connection with the determination of the Developer as to the length of the extension of time under clause 38.1, the purchaser may within 7 days after receipt of the notice by the purchaser in accordance with clause 38.1, refer the disagreement to an Expert Determinator (see clause 77).

39. Investment of deposit

- 39.1 The vendor and the purchaser direct the Depositholder to invest the deposit in an interest bearing account in the names of the parties with a Bank nominated by the Depositholder. This contract is authority for the Depositholder to make the investment.
- 39.2 If completion takes place, interest on the deposit (after deduction of all proper government taxes and financial institution charges and other charges) must be shared equally to between the vendor and the purchaser.
- 39.3 If this contract is terminated or rescinded, interest on the deposit (after deduction of all proper government taxes and financial institution charges and other charges) belongs to the party who is entitled to the deposit.
- 39.4 The deposit and any accrued interest are invested at the risk of the party who becomes entitled to it.
- 39.5 The vendor and purchaser must each notify its tax file number to the Depositholder within two business days of the contract date to facilitate investment of the deposit.
- 39.6 The vendor and purchaser acknowledge and agree that the Depositholder need not invest the deposit in an interest bearing account if the tax file numbers of both the vendor and purchaser are not given to the Depositholder.
- 39.7 If the Depositholder does not invest the deposit or delays in investing the deposit in accordance with clause 39.6 because either the vendor or purchaser has not given or has delayed in giving its tax file number to the Depositholder and the other party does not receive or receives less interest on the deposit than it would have done if the first party had given its tax file number or had given it without delay, the first party must pay to the second party, on completion, either, as the case may be, an amount equal to:
- (a) the amount the second party would have received for interest on the deposit if the first party had given its tax file number to the Depositholder; or
 - (b) the difference between the amount the second party would have received if the first party had given its tax file number to the Depositholder without delay and the amount the second party is due to receive for interest on the deposit to the completion date.
- 39.8 The vendor and the purchaser authorise the Depositholder to:
- (a) give the provided tax file numbers to the bank with which the deposit is to be invested under this contract;
 - (b) prepare and lodge any tax return necessary in respect of the deposit and interest;
 - (c) pay any tax assessed out of the deposit and interest, at any time; and
 - (d) deduct from the deposit and interest all of the Depositholder's costs and expenses in connection with:
 - (i) investment of the deposit; and
 - (ii) preparing and lodging any tax returns and providing to the parties any information and documents they may reasonably require in connection with the investment of the deposit.
- 39.9 If the deposit is invested by the Depositholder on behalf of the vendor and purchaser under this clause 39 for a period that spans the end of an income year (as defined in section 4-10(2) of the *Income Tax Assessment Act 1997* (Cth)) (Tax Act) applicable to the Depositholder or either the vendor or purchaser, then:
- (a) all interest accrued for the period starting on or after the start of that income year and ending at the end of that income year is taken to have been divided equally between the

vendor and the purchaser and each is presently entitled (within the meaning of the Tax Act) to an equal share of that accrued interest; and

- (b) the equal share of the accrued interest is taken to have been re-invested by or on behalf of each party, on the same terms as the deposit is invested, until the interest earned on the deposit is paid in accordance with this clause 39.

39.10 If taxation has not been assessed at the time the Depositholder must pay the deposit and interest to the party entitled to it, the parties authorise the Depositholder to deduct and retain the Depositholder's estimate of the tax assessment from the deposit and interest.

40. Early release of deposit

40.1 The purchaser and vendor authorise the Depositholder to withdraw the deposit from its trust account or controlled money account, whether interest bearing or not, at any time on or after:

- (a) the date that the vendor serves notice in clause 36.1(b); or
- (b) 14 days prior to the date in clause 36.1(a),

for the purpose of the deposit being available at completion.

40.2 The deposit must be paid as follows:

- (a) if this contract is completed, to the vendor; and
- (b) if this contract is rescinded or terminated, to the party entitled to the deposit.

41. Bank Guarantee

41.1 This clause applies only if the vendor has agreed to accept a Bank Guarantee for the deposit, or part of it, at its absolute discretion.

41.2 The purchaser may deliver a Bank Guarantee as payment of the deposit.

41.3 On completion of this contract the purchaser must pay to the vendor, in addition to all other money payable under this contract, the amount stipulated in the Bank Guarantee.

41.4 The vendor may claim on the Bank Guarantee at any time after the purchaser Defaults.

41.5 The vendor may apply money that it receives from the Bank Guarantee, towards money including but not limited to damages that the purchaser must pay to the vendor in relation to this contract.

41.6 If the purchaser Defaults, then without reference to the purchaser:

- (a) the vendor may claim under the Bank Guarantee; and
- (b) the bank may pay under the Bank Guarantee without reference to the purchaser.

41.7 The vendor and the bank may act despite the purchaser's objection, Claim or direction.

41.8 This clause 41 is an essential term of this contract.

42. Interest on delayed completion

42.1 If the purchaser completes this contract but does not do so on or before the completion date, then on the actual date of completion, the purchaser must pay interest on:

- (a) the balance of the price; and
- (b) any other amount that the purchaser must pay to the vendor under this contract.

42.2 The purchaser must pay the interest payable under clause 42.1 at a rate of 12% per annum calculated daily for the period from and including the day after the completion date, up to and including the actual date of completion.

42.3 Despite clause 14, the parties must make adjustments at the earlier of the completion date, the date possession is given to the purchaser and the actual date of completion.

- 42.4 Payment of the interest under this clause 42 is an essential term of this contract.
- 42.5 The purchaser need not pay interest for as long as the purchaser is ready, willing and able to complete but completion cannot take place because the vendor cannot complete.

43. Personal Properties Securities Act

The vendor discloses and the purchaser acknowledges that on completion the vendor may be subject to charges or notifications under the *Personal Properties Securities Act 2009* (Cth). The purchaser cannot require the vendor to take any action in relation to such charge or notification.

44. Notice to complete

- 44.1 The purchaser acknowledges that a notice to complete, which provides for completion at least 10 clear business days after service of that notice, is reasonable.
- 44.2 If the vendor issues a notice to complete, then the purchaser must pay to the vendor \$400.00 plus GST on completion as compensation for the additional legal expenses that the vendor incurs for issuing the notice to complete.
- 44.3 This clause 44 is an essential term of this contract.

45. Cancellation and late fees

45.1 If the purchaser:

- (a) cancels or reschedules completion from the date in clause 45; or
- (b) where applicable, fails to serve the transfer 10 business days before the date for completion,

then the purchaser must pay to the vendor the GST inclusive amount of \$165.00 on completion for each occurrence in clause 45.1(a) and clause 45.1(b), as compensation for the additional legal expenses that the vendor incurs due to the purchaser's actions.

45.2 This clause 45 is an essential term of this contract.

46. Settlement Statement

46.1 The parties agree that the vendor will, in a reasonable time:

- (a) after the vendor serves notice in clause 36.1(b); or
- (b) prior to the date in clause 36.1(a),

prepare the settlement adjustments and cheque directions in accordance with this contract (**Settlement Statement**) and will issue the Settlement Statement to the purchaser's solicitor.

- 46.2 Despite clause 14, the parties must make adjustments at the earlier of the date for completion, the date possession is given to the purchaser and the actual date of completion.
- 46.3 The purchaser acknowledges a copy of the Settlement Statement will be provided to the Builder by the vendor.
- 46.4 To avoid doubt, the purchaser is not required to issue a Settlement Statement on the vendor.

47. Council, water and sewerage rates and land tax

- (a) For the purposes of clause 14, if, at the time of the vendor serving the Settlement Statement in accordance with clause 46, a separate assessment for Council rates in respect of the Property for the current quarter at completion has not been issued then:
 - (i) no regard is to be had to the actual separate assessment if and when it issues after completion;

- (ii) on completion the purchaser must adjust the amount referred to in Item 1 of Schedule 2 in accordance with clauses 14 and 42.3; and
 - (iii) the vendor must pay or procure the payment of the actual separate assessment if and when it issues for the current quarter at completion.
- (b) If, at the time of the vendor serving the Settlement Statement in accordance with clause 46, a separate assessment for water and sewerage rates in respect of the Property for the current quarter has not been issued then:
- (i) no regard is to be had to the actual separate assessment if and when it issues after completion;
 - (ii) on completion the purchaser must adjust the amount referred to in Item 2 of Schedule 2 in accordance with clauses 14 and 42.3; and
 - (iii) the vendor must pay or procure the payment of the actual separate assessment if and when it issues for the current quarter at completion.
- (c) If, at the time of the vendor serving the Settlement Statement in accordance with clause 46, a separate assessment for land tax in respect of the Property for the current year has not been issued then:
- (i) no regard is to be had to any actual assessment for any land which includes the Property or for the Property when it issues; and
 - (ii) on completion the purchaser must adjust the amount referred to in Item 3 of Schedule 2 in accordance with clauses 14 and 42.3.
- (d) Notwithstanding clauses 47(a), 47(b) and 47(c) , the vendor must, on or before completion, pay or procure the payment of:
- (i) the assessment for Council rates;
 - (ii) any assessment for water and sewerage rates; and
 - (iii) any assessment of land tax,
- issued before completion for any land which includes the Property or for the Property, either in full or to the extent necessary to free the Property from any charge for payment of rates or land tax, but if the current assessment relates to the other land and not just the Property then the vendor by virtue of this clause undertakes to pay the current assessment by the due instalment date.
- (e) The vendor undertakes to pay the separate assessment (if any) which subsequently issues for (or for part thereof) the current period in respect to the Property.
- (f) If:
- (i) completion occurs during January, February or March;
 - (ii) the land tax for the land that includes the Property or the Property has been paid for the land tax year before the land tax year current at completion; and
 - (iii) at completion no assessment for land tax for the land tax year current at completion has been received by the vendor for the land that includes the Property or for the Property,

the vendor undertakes to pay the actual assessment if and when it is received and the purchaser may not make an Objection because at the date of completion there is a charge for land tax on the land that includes the Property or the Property.

48. Not used.

49. Not used.

50. Easements etc

50.1 The purchaser is aware that at the Contract Date all:

- (a) the easements, restrictions on use and positive covenants; and
- (b) the leases, agreements and arrangements; and
- (c) the rights and privileges,

affecting the Development Site or the Development may not have been created, entered into, granted or dedicated and as part of the Development the vendor may create, enter into, make, grant or dedicate those that have not been created, entered into, granted or dedicated.

50.2 Subject to clause 51, the purchaser may not make an Objection as a result of any matter arising out of this clause 50.

51. Limitation on purchaser's rights

51.1 The purchaser may not make an Objection in connection with anything done by the vendor which is disclosed, permitted or referred to under this contract including but not limited to:

- (a) any variation of the address of the Property;
- (b) any alteration of the Development Site that does not detrimentally affect the access to or use of the Property to a substantial extent;
- (c) any matter referred to clauses 50 and 57.

52. Development Activities

- (a) The purchaser acknowledges that the vendor intends to carry out some or all of the Development Activities and the Development Activities may continue to be carried out after completion.
- (b) The Development Activities may:
 - (i) cause significant noise, dust, vibration and disturbance to the occupiers of the lots within lawful requirements of any Governmental Agency or Council and during any hours permitted by any Governmental Agency or Council;
 - (ii) cause temporary or long term obstruction or interference with Infrastructure; and
 - (iii) result in access to the Property being temporarily diverted during the course of the Development Activities on the Development Site.
- (c) The purchaser may not make an Objection arising out of the Development Activities carried on by the vendor or do any act or thing to restrain the vendor (or its agents or contractors) from carrying out the Development Activities.
- (d) To avoid doubt, this clause 52 does not merge on completion.

53. Purchaser's representations and warranties

53.1 Subject to clause 53.3, the purchaser represents and warrants that:

- (a) it was not induced to enter into this contract by and did not rely on any representations made by the vendor, the Vendor's Agent or persons on behalf of the vendor or warranties about the subject matter of this contract (including, without limitation, representations or warranties about the nature or the fitness or suitability for any purpose of the Property or

the view from the Property or about any financial return or income to be derived from the Property or anything in an advertisement or sales brochure or report) except those representations and warranties set out in this contract;

- (b) it has relied entirely on its own enquires relating to the Property prior to entering into this contract including the obtaining of independent legal advice;
- (c) it has satisfied itself as to its obligations and rights under this contract;
- (d) it has inspected the Development Consent and is aware of all of the terms of and restrictions and prohibitions on the development of the Property and the Development Site; and
- (e) it has inspected all documentation attached to this contract, and is aware of all of the terms of and restrictions and prohibitions contained in this documentation.

53.2 The purchaser must not make an Objection in respect of a matter disclosed in this contract or in the documentation attached to this contract.

53.3 The purchaser warrants that any promises, representations, warranties or undertakings (other than those contained in this contract) it has relied upon in entering into this contract have been set out in Schedule 4 by the purchaser prior to entering into this contract. The purchaser acknowledges that the vendor is entitled to rely upon this warranty.

54. Agent

54.1 The purchaser warrants to the vendor that it has not been introduced to the vendor or the Property by any person other than the Vendor's Agent (if any) named on the front page of the contract.

54.2 The purchaser indemnifies the vendor against any Claim arising out of a breach of the purchaser's warranty.

54.3 This clause 54 does not merge on completion.

55. Granting Security

55.1 The purchaser cannot rescind this contract if, in connection with the Development Site or the vendor (or both), a person holding a mortgage over any lot in the Development Site or security from the vendor becomes a mortgagee in possession or appoints a receiver, receiver and manager, agent or similar functionary.

55.2 The vendor discloses and the purchaser is aware that the vendor:

- (a) may assign or novate the vendor's interest in this contract; and
- (b) has granted or may grant a mortgage, charge or other security over the vendor's interest in:
 - (i) the Property;
 - (ii) this contract;
 - (iii) the deposit paid under this contract; or
 - (iv) some or all of the Property, this contract and the deposit paid under this contract.

55.3 The purchaser must not make an Objection in respect of a matter disclosed in this clause 55.

56. Death, incapacity or insolvency

56.1 The vendor may rescind this contract, if the purchaser (and if more than one, any of them) is an individual who:

- (a) dies; or

- (b) becomes incapable because of unsoundness of mind, to manage the purchaser's own affairs; or
- (c) becomes the subject of orders under the NSW Trustee and Guardian Act 2009 or the Guardianship Act 1987.

56.2 The vendor may, subject to any applicable statutory stay on the exercise of rights, including ss 415D, 434J and 451E of the Corporations Act (as applicable), terminate this contract if the purchaser is a company, which:

- (a) resolves to go into liquidation;
- (b) is deregistered;
- (c) has a petition for its winding-up presented and not withdrawn within 30 days of presentation;
- (d) enters into a scheme of arrangement with its creditors under the *Corporations Act 2001* (Cth) or similar legislation; or
- (e) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed.

56.3 If anything in clause 56.2 occurs, then the purchaser has failed to comply with an essential provision of this contract.

56.4 The vendor may rescind or terminate this contract (as applicable) under this clause 56, without affecting any of its other rights.

57. Vendor's disclosure

57.1 The vendor discloses that:

- (a) to the extent that any document has been prepared by a party other than the vendor, the vendor does not warrant the accuracy or completeness of any document referred to in Schedule 1;
- (b) the development of the Calderwood Land is to be carried out in stages;
- (c) the vendor may configure lots comprising the Calderwood Land as it chooses, at its discretion;
- (d) the vendor may elect at its absolute discretion to delay the construction of a stage or not to construct a stage within the Calderwood Development;
- (e) some or all of the stages may be sold as vacant land, and the purchasers of that land may carry out Development Activities on the Calderwood Land;
- (f) each stage of the Calderwood Development and each consolidation or subdivision may require development consent by the Consent Authority;
- (g) the Calderwood Development is intended to comprise predominately residential uses but is a mixed use development;
- (h) dwellings including, but not limited to, detached, semi-detached and attached dwellings and apartments will be constructed as part of the Calderwood Development;
- (i) display villages will be constructed on the Calderwood Land;
- (j) any display village constructed within the Calderwood Land may cause noise, increased pedestrian traffic, temporary or long term changes to vehicle traffic routes and roads, and other disruptions and inconveniences of the types usually associated with the operation of a display village;
- (k) the vendor or other parties may carry out Development Activities on the Calderwood Land other than the property after completion and the Development Activities may cause noise, dust, vibration, temporary or long term changes to traffic routes and roads, and other disruptions and inconvenience of the types usually associated with construction works and the Development Activities;

- (l) the vendor does not have development consents to carry out all the Development Activities and when granted, the Consent Authority may impose conditions that amend or indirectly have the effect of amending the boundaries, lot sizes, layout and use of the Calderwood Land and the balance of the Development Site, other than the Property, and the vendor may seek modification of any masterplan, local environmental plan or development control affecting the Calderwood Development and the Development;
- (m) arrangements with Service Providers for the provision of Services to the Development Site may not have been concluded as at the Contract Date;
- (n) the vendor may enter into arrangements with Service Providers including, but not limited to easements, restrictions on use, positive covenants, leases, bonds, guarantees or security deposits;
- (o) if a Service Provider requires one or more electrical substations to be established in any location of the Development Site, the area of the electrical substations (of the size and location as required by the Service Provider) may be dedicated, leased or encumbered by easement rights in favour of that Service Provider;
- (p) the vendor, either alone or with others, proposes to carry out Development Activities on the Development Site and may do so in stages;
- (q) some or all of the easements, covenants, restrictive covenants, leases and instruments anticipated to be created or released may be created by another plan or instrument;
- (r) the vendor may install either before or after completion any Infrastructure or Services on land adjoining or near to the property (including verges) required to be installed by the Council, Governmental Agency or Service Provider; and
- (s) the Voluntary Planning Agreements:
 - (i) are entered into by an entity related to the vendor;
 - (ii) are, or are intended to be, noted on the folio identifier of the Development Site and may be noted on the folio identifier of the Property at completion;
 - (iii) contain obligations that are not required to be complied with by the purchaser.

57.2 In this clause 57, the vendor discloses the Disclosures. The Disclosures reflect the vendor's current proposals and concepts in relation to the Development. Unless otherwise provided in the contract, the Disclosures do not impose obligations on the vendor to effect those proposals and concepts nor do the Disclosures restrict the vendor from varying those proposals and concepts.

57.3 The purchaser acknowledges the Disclosures. The purchaser may not make any Objection because of any of the Disclosures.

57.4 To avoid doubt, this clause does not merge on completion.

58. Selling and leasing activities

58.1 Both before and after completion and until the vendor completes the sale of all lots within the Development, the vendor and persons authorised by the vendor may:

- (a) conduct selling and leasing activities in and about the Development (but not the Property);
- (b) place and maintain in and about the Development (but not the Property) including without limitation, signs in connection with those selling and leasing activities; and
- (c) place and maintain in and about the Development (but not the Property) including without limitation, offices and other facilities for sales people.

58.2 In exercising its rights under clause 58.1, the vendor must cause as little inconvenience as is reasonably practicable to the purchaser's enjoyment of the Property.

58.3 The purchaser must not do anything, including make an objection or application to, or otherwise approach the Consent Authority or any other Governmental Authority or commence any proceedings in a court because the activities in this clause are being conducted or because of the manner in which they are being conducted at the Development Site unless such activities are being conducted in breach of any applicable planning regulations.

- 58.4 This clause 58 will not merge on completion and continues in full force and effect until the vendor has completed the sale of all the lots which comprise the Development Site.
- 58.5 The purchaser cannot make any Objection if at the time of completion because of any matter disclosed or noted in this clause 58.

59. Services

- 59.1 The vendor has no responsibility for the installation or connection of any Services. However, the vendor will provide any Services required under an existing development consent for subdivision granted to it.

60. Sewer Lines

- 60.1 The vendor discloses and the purchaser acknowledges that the property is in a new residential development and as a result:
- (a) the vendor will sewer the property;
 - (b) the sewer may not be constructed on the property prior to completion;
 - (c) the actual location of the sewer (if constructed prior to completion) may be different to that shown in the Building Envelope Plan and any other plan attached to this contract.
- 60.2 The vendor will endeavour to provide the property to the purchaser with the sewer lines in the locations described in the Building Envelope Plan. However, Sydney Water and the vendor may make changes to anything disclosed in the Building Envelope Plan if necessary or desirable to satisfy the requirements of any Consent Authority.
- 60.3 If the sewer lines are constructed on the property at completion then the purchaser may serve a notice on the vendor, requiring the vendor to provide a plan which shows the location of the sewer lines on the property. The vendor will as soon as practicable and upon request provide to the purchaser a plan showing the actual location of the sewer. The purchaser must not delay completion if the plan is not for any reason provided to the purchaser upon completion.
- 60.4 The purchaser represents and warrants that it will make its own enquiries in relation to the actual location of the sewer lines on the property and any special requirements of the purchaser and any proposed development of the property including any set back requirements which may apply to the property (**Development Requirements**).
- 60.5 If the sewer lines are not constructed on the property at completion then the purchaser grants a licence to the vendor to access the property after completion for the purposes of constructing the sewer and carrying out associated work. When the vendor has completed the construction of the sewer then the vendor will at its cost restore the property to the condition it was in at the at the date of completion.
- 60.6 The purchaser cannot make any Objection at any time because of any matter disclosed or noted in this clause 60.

61. Governing law, jurisdiction and service of process

- (a) This contract is governed by the Law in force in New South Wales.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum and that both courts do not have jurisdiction.
- (c) Any document in an action (including, without limitation, any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at that party's solicitor's address.

62. Design Guidelines

62.1 The purchaser agrees and acknowledges:

- (a) there will be design and construction requirements in or substantially in the form of the Design Guidelines that apply to the Property at completion;
- (b) the purchaser must comply with the Design Guidelines;
- (c) the Design Guidelines for the Development Site may change from time to time;
- (d) the information disclosed in the Design Guidelines may be subject to confirmation and approval by the Council;
- (e) any approval given under the Design Guidelines does not constitute approval by, or represent that approval will be given by, the relevant Governmental Authority or Council;
- (f) the covenants contained in the Design Guidelines may be registered on the title to the Property because they may be contained in the Deposited Plan Instrument; and
- (g) the covenants in clause 62.1(f) will cease and will be of no further force or effect on the later of:
 - (i) the date on which the final Occupation Certificate for the whole of any dwelling on the Property is issued; and
 - (ii) the date that is 3 years after the date on which the vendor no longer owns any land within the Development Site.

63. Purchaser's obligations about Designated Matters

63.1 The purchaser must:

- (a) use all reasonable endeavours to ensure any mortgagee of the Property complies with this clause 63;
- (b) do all things as the vendor may reasonably require (at the vendor's cost) to give effect to the Designated Matters.

63.2 The purchaser must not:

- (a) make any Objection because of any Designated Matter or the Development Activities;
- (b) do anything which may delay or prevent any Designated Matter or the Development Activities being implemented or given effect to, or the vendor exercising rights in relation to any Designated Matter or the Development Activities (eg make an application for an order under the Act or commence proceedings in any court or tribunal); or
- (c) procure or request any person (including any mortgagee) to do anything which may delay or prevent any Designated Matter or the carrying out of the Development Activities being implemented or given effect to, or the vendor exercising rights in relation to any Designated Matter or the Development Activities; or
- (d) do anything that may delay or prevent the vendor from assigning or novating the vendor's interest in this contract at any time.

63.3 The purchaser may not make any Objection because of the Designated Matters.

63.4 This clause 63 does not merge on completion.

64. Not used.

65. Driveway

If the purchaser decides to change the proposed location of the driveway on the Property and the change is approved in accordance with the process set out in the Design Guidelines, all costs associated with such a change will be borne by the purchaser.

66. FIRB Approval

- 66.1 The vendor does not have, and is not required to have, the Treasurer's approval to sell property in the Development Site to Foreign Persons.
- 66.2 The purchaser warrants to the vendor:
- (a) it is not a Foreign Person and acknowledges that the vendor relies on this warranty; and
 - (b) the Treasurer cannot prohibit and has not prohibited the transfer of the property to the purchaser under the FIRB Act.
- 66.3 The purchaser agrees its warranties in this clause are an essential term of this contract a breach of which will entitle the vendor to terminate this contract.

67. Guarantee and indemnity

- 67.1 The Guarantor gives the guarantee and indemnity in Schedule 3.
- 67.2 If the purchaser is a company which is not listed on the Australian Stock Exchange, then the purchaser must procure that the directors of that company give the guarantee and indemnity in Schedule 3.

68. Fencing and Retaining Walls

- 68.1 The purchaser acknowledges and agrees that:
- (a) the purchaser cannot require the vendor to contribute to the cost of any fencing or retaining wall works between the Property and any adjoining land owned by the vendor; and
 - (b) the vendor may, at its absolute discretion, construct fencing on the property and the Development Site and any such fencing constructed by the vendor must not be altered or demolished by the purchaser prior to the sunset date referred to in any Property Affectations; and
 - (c) the purchaser must ensure that any transferee of the Property cannot make a Claim against the vendor because of any matter in clause 68.1(a).
- 68.2 The purchaser cannot make any Objection if at the time of completion because of any matter disclosed or noted in this clause 68.
- 68.3 To avoid doubt, this clause does not merge on completion.

69. Caveat by purchaser

- 69.1 Subject to clause 69.2 the purchaser must not lodge a caveat for recording on any folio of the register for the Development Site.
- 69.2 The purchaser may only lodge a caveat for recording on the folio of the register for the Property after the issue of the Certificate of Title for the Property.
- 69.3 If a caveat lodged by or on behalf of the purchaser, any assignee of the purchaser's interest under this contract or any person claiming through or under the purchaser is recorded on the folio of the register for the Property the purchaser must complete this contract despite the caveat.

70. Cut and Fill and Coal Wash

- 70.1 The vendor discloses and the purchaser acknowledges that the Property:
- (a) may contain cut and fill relating to subdivision earthworks placed on the Property; and
 - (b) may contain compacted fill; and

- (c) may be subject to restrictions relating to the finished surface and floor levels at the Property if detailed on the building envelope plan which forms part of the Design Guidelines.

70.2 The vendor discloses and the purchaser acknowledges that:

- (a) the Development Site may be filled and compacted with coal wash; and
- (b) the use of coal wash as fill on the Development Site will comply with the requirements of the NSW Environment Protection Authority in accordance with the use of coal wash.

70.3 The purchaser cannot make any Objection at any time because of any matter disclosed or noted in this clause 70.

70.4 To avoid doubt, this clause 70 does not merge at completion.

71. Stamp duty

71.1 The purchaser must pay all stamp duty, including but not limited to:

- (a) fines and penalties relating to this contract;
- (b) an instrument entered into under this contract; and
- (c) a transaction evidenced by this contract.

71.2 The purchaser indemnifies the vendor on demand against a liability for stamp duty.

72. Entire agreement

72.1 This contract constitutes the entire agreement of the parties about the sale of the Property.

72.2 This contract supersedes all previous agreements, understandings and negotiations on the sale of the Property.

73. Certain provisions apply after completion

The provisions of this contract that are intended to have application after completion continue to apply despite completion.

74. Passing of Risk

The purchaser bears the risk of damage to the property including improvements from the date of completion.

75. Property Affectations

The vendor does not represent or warrant that any Property Affectation is enforceable. The vendor has no obligation to do anything to enforce or extinguish any Property Affectation. For the avoidance of doubt, this clause 75 does not limit the obligation to transfer title to the Property free of any mortgage.

76. Exercise of certain rights to rescind

If a right to rescind given by a clause is not exercised within the period specified for its exercise it may not thereafter be exercised.

77. Expert Determinator

77.1 If a disagreement under this contract is referred to an Expert Determinator, then:

- (a) the Expert Determinator acts as an expert and not as an arbitrator;

- (b) the Expert Determinator's decision is final, conclusive and binding on the parties; and
- (c) the costs of the determination are to be paid as the Expert Determinator decides but if the Expert Determinator does not make a decision about costs, then they are to be paid by the party against whom the Expert Determinator's decision is made or if there is no such party, by the parties equally.

78. Part IV Conveyancing Act 1919

- 78.1 The purchaser acknowledges the specific disclosure by the vendor in the Certificate of the environmental planning instruments affecting the Property and that the purchaser has or is taken to have inspected those instruments and is aware of all restrictions and prohibitions on development of the Development Site contained in those instruments.
- 78.2 Where the information, express or implied, contained in the Certificate is inconsistent with the disclosures in this clause, the disclosures in this clause prevail to the extent of the inconsistency.
- 78.3 The purchaser may not, subject to anything to the contrary in Part IV of the Act, make any Objection because of anything referred to in the Certificate.
- 78.4 If the purchaser makes any claim that this contract does not comply with the requirements of Part IV of the Act the purchaser bears the onus of establishing that this contract does not comply with the requirements.

79. Requisitions on title

- 79.1 The purchaser agrees that the only form of general requisitions on title that the purchaser may make under clause 5 is the Standard Requisitions.
- 79.2 The vendor may, but is not required to, deem that the Standard Requisitions are served under clause 5 at any time before the purchaser serves them on the vendor.

80. Assignment to a Third Party

- 80.1 The purchaser acknowledges that the vendor may transfer the Property, the Development Site, or any part of the Development Site to a Third Party prior to completion without notice to or prior approval from the purchaser.
- 80.2 The vendor must give the purchaser written notice if the vendor transfers the Property, the Development Site, or any part of the Development Site to a Third Party. In the notice the vendor must provide details of the Third Party.
- 80.3 The purchaser and the vendor agree to:
 - (a) the transfer of the Development Site, any part of the Development Site, or the Property to a Third Party according to clause 80;
 - (b) the vendor assigning the benefit of this contract to a Third Party; or
 - (c) the vendor novating this contract to a Third Party; and
 - (d) accept on completion a transfer of the Property in registrable form duly executed by a Third Party (if the vendor transfers, assigns or novates this contract according to this clause 80).
- 80.4 If required by the vendor the purchaser and the vendor agree to enter into a deed of assignment to assign the benefit of this contract from the vendor to the Third Party. These provisions will apply:
 - (a) the vendor must, at its Cost, prepare the deed of assignment;
 - (b) the purchaser and the vendor must sign the deed of assignment and return it to the vendor within 7 days of receiving it from the vendor; and
 - (c) the deed of assignment must contain a provision releasing the vendor from all of its obligations under this contract.

- 80.5 If required by the vendor, the purchaser and the vendor agree to enter into a deed of novation to novate this contract from the vendor to the Third Party. These provisions will apply:
- (a) the vendor must, at its Cost, prepare the deed of novation;
 - (b) the purchaser and the vendor must sign the deed of novation and return it to the vendor within 7 days of receiving it from the vendor; and
 - (c) the deed of novation must contain a provision releasing the vendor from all of its obligations under this contract.
- 80.6 The vendor agrees to pay any stamp duty payable upon the assignment or novation of this contract according to this clause 80.

81. Resale

- 81.1 The purchaser must not without the vendor's prior written consent:
- (a) advertise or offer to sell the Property; or
 - (b) enter into, or purport to enter into, any contract, deed or agreement to sell the Property (whether by way of contract for sale, call option, put option, put and call option, or any other arrangement),
- to any other person before completion of this Contract.

82. Subdivision and Multiple Occupancy

- 82.1 After completion, the purchaser must not:
- (a) subdivide the Property;
 - (b) construct a multiple occupancy dwelling on the Property; and
 - (c) consolidate the Property with another property,
- without the vendors prior written approval, which may be granted or withheld at the vendor's absolute discretion.
- 82.2 This clause 82 will not merge on completion and continues in full force and effect until the vendor has completed the sale of all the lots which comprise the Development Site.

83. Storing and dumping material and waste

- 83.1 The purchaser must not, and must ensure that any appointed builder or other agent does not store or dump any materials or waste on any land outside of the Property.
- 83.2 If the purchaser, or the purchaser's builder or other agent, does store or dump any materials or waste on any land outside the property, the vendor may, at the purchaser's cost, remove the materials or waste. Any costs incurred by the vendor to remove the materials or waste will comprise a debt owned by the purchaser to the vendor.
- 83.3 The purchaser indemnifies the vendor in respect to the purchaser, or it's builder, or other agent, storing or dumping any materials or waste on any land outside the Property arising under this clause 83.
- 83.4 This clause 83 does not merge on completion.

84. Trustee Purchaser

- 84.1 If the purchaser enters into this contract as trustee of any trust (Trust) (and whether or not the vendor has notice of the Trust) the purchaser:

- (a) warrants (in its personal capacity and its capacity as trustee of the Trust) to the vendor that:
- (i) it is bound personally under this contract;
 - (ii) the Trust is validly created and is in existence;
 - (iii) it will disclose fully to the vendor the terms of the Trust on request;
 - (iv) it possesses unqualified power under the trust to enter into this contract;
 - (v) any consent, approval or resolution necessary to enable it to enter and discharge its obligations under this contract has been obtained or passed;
 - (vi) it holds its interest under this contract:
 - (A) in the proper exercise of its powers under the Trust; and
 - (B) for the benefit of the beneficiaries or objects of the Trust;
- (b) must ensure that between the Contract Date and the final discharge of its obligations under this contract there does not occur without the vendor's consent (that consent not to be reasonably withheld) any of the following events:
- (i) amendment or revocation of the Trust;
 - (ii) removal or retirement of the Trust;
 - (iii) appointment of a new or additional trustee of the Trust;
 - (iv) use of the Trust assets for a beneficiary's or an object's own purposes, unless pursuant to the terms of the Trust;
 - (v) distribution, resettlement or transfer of the Trust assets;
 - (vi) anything that might result in the trustee's entitlement to its indemnity from the Trust assets or the beneficiaries being diminished;
 - (vii) acceleration of the vesting date or termination of the Trust; or
 - (viii) the purchaser as trustee:
 - (A) incurring a debt;
 - (B) lending money;
 - (C) giving a guarantee or indemnity;
 - (D) encumbering a Trust asset;
 - (E) mixing Trust assets;
 - (F) comprising a claim in relation to any Trust asset;
 - (G) parting with possession of a Trust asset;
 - (H) delegating any of its trustee's powers; or
 - (I) increasing its trustee remuneration,
- other than in the proper exercise of its duties under the Trust.

85. Privacy

85.1 The purchaser consents to the collection, use and disclosure of the Personal Information of the purchaser by the vendor:

- (a) to Related Body Corporates of the vendor;
- (b) to third parties where such disclosure:
 - (i) is in connection with the conduction of the vendor's business; and
 - (ii) is to an owner of an adjoining property for the purpose of the construction of a dividing fence.

- 85.2 A copy of the vendor's applicable privacy policy is available from the vendor on request.
- 85.3 Notwithstanding the terms of this clause, the provisions of this contract and all negotiations between the parties to this contract must remain confidential and must not be disclosed unless required by law or for the purpose of obtaining legal, financial or accounting advice. A party disclosing such information must ensure that the recipient also keeps that information confidential and does not disclose it unless required by law.

86. Removal of Voluntary Planning Agreements

- 86.1 If one or both of the Voluntary Planning Agreements are registered on the folio identifier for the Property after completion, the vendor must use all reasonable endeavours to procure the removal of the Voluntary Planning Agreements from the folio identifier for the Property as soon as reasonably practicable after completion.
- 86.2 The Purchaser cannot make any Objection as a result of:
- (a) any anything disclosed in clause 86.1; and
 - (b) the Voluntary Planning Agreements remaining on the folio identifier for the Property at, or following, completion.

87. Foreign resident capital gains withholding

- 87.1 This clause 87 applies if the purchase price is equal to or greater than \$750,000 (excluding GST).
- 87.2 If the vendor serves a Clearance Certificate on or before completion then the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction, must not on completion withhold any amount of the purchase price for the purposes of Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953* (Cth).

88. Encumbrances and Charges

- (a) If any Encumbrance to which this sale is not subject is noted on the certificate of title for the Property on completion, then:
 - (i) the purchaser must accept a duly executed Discharge, together with the applicable registration fee; and
 - (ii) subject to any obligations as to further assurances which may arise, the vendor is regarded as having given the purchaser a transfer of the property free from the Encumbrance when the vendor gives to the purchaser the Discharge.
- (b) Without limitation, the vendor will not be required to procure the removal of a charge on the Property for any outgoing until completion occurs.

89. Transferee's Entry into Deed

- 89.1 The purchaser must ensure that:
- (a) a transferee substituted for the purchaser under Standard Form clause 4.3; or
 - (b) a transferee of the Property from the purchaser,
enters into a deed with the vendor incorporating into that deed such parts of this contract as are necessary so that the vendor obtains the intended benefit of all the purchaser's obligations that survive completion.
- 89.2 The provisions of clause 89.1 operate at any time during the period:
- (a) commencing from the Contract Date; and
 - (b) ending on the date that is 3 years from the date of completion of this contract.

90. Telecommunications technology

- 90.1 The vendor discloses that it has entered an agreement with Opticomm under which Opticomm will install and operate a broadband fibre optic cable system for data transfer and telecommunication purposes within the development.
- 90.2 The purchaser acknowledges that no copper phone lines are intended to be installed within the development. The purchaser will need to:
- (a) utilise the fibre optic infrastructure to receive any fixed-line telecommunication services such as wired telephone or wired internet access; and
 - (b) appoint a service provider at the cost of the purchaser.
- 90.3 The purchaser acknowledges that if the purchaser does not utilise Opticomm and the fibre optic infrastructure then the purchaser may only receive poor television reception from the Property.
- 90.4 The purchaser acknowledges that the fibre optic infrastructure will be owned by the vendor and operated by Opticomm and that the vendor:
- (a) is not liable for, nor has any control over, the performance of the fibre optic infrastructure; and
 - (b) has not, nor has any other person on behalf of the vendor, made any representation or warranty to the purchaser about the performance of the fibre optic infrastructure.
 - (c) it is intended that the ownership of the infrastructure will be transferred to Opticomm after all developable lots have been registered.
- 90.5 The purchaser irrevocably and unconditionally releases the vendor from any loss, damages, Costs or expenses incurred by the purchaser in relation to the standard of performance or non-performance of the fibre optic infrastructure.
- 90.6 The purchaser is under no obligation to take any of the services offered by Opticomm as delivered through the fibre optic infrastructure.
- 90.7 The purchaser should make their own inquiries with Opticomm on 1300 137 800 or via its website opticomm.net.au regarding the fibre optic infrastructure, including the home wiring requirements to benefit from this modem infrastructure which may deliver TV, PayTV, internet and telephone services.

91. Payments for Services

- 91.1 The vendor discloses that the vendor or the Developer (or a related body corporate of the vendor or the Developer) may receive payments from third parties relating to Services connected to the Property including in relation to any fibre network that will be connected to the Property.
- 91.2 The purchaser acknowledges that the vendor or the Developer (or a related body corporate of the vendor or the Developer) may continue to receive payments disclosed in clause 91.1 after the completion date.
- 91.3 The purchaser is not entitled to make an Objection because of any matter referred to in this clause 91.

92. No Survey

- 92.1 The vendor is under no obligation to obtain an identification survey or other survey of the Property nor to take any action nor to do anything necessary to enable the purchaser to obtain any such document.
- 92.2 If after completion the purchaser obtains or seeks to obtain any such document then the purchaser is not entitled to make any claim if such action prompts any authority to require work to be carried out to the Property or discloses any non-compliance of the Property.

93. Lendlease FutureSteps

By ticking this box, the Purchaser agrees that this special condition applies to the Purchaser and the Purchaser has elected to donate to FutureSteps.

If the Purchaser does not tick the box above, this special condition does not apply.

93.1 Background

- (a) Lendlease FutureSteps (**FutureSteps**) is a philanthropic initiative designed to help vulnerable people and families experiencing homelessness and housing stress.
- (b) FutureSteps is a management account of the Community Enterprise Foundation, ABN 69 694 230 518. Funds raised will be used to support charitable programs that address both the cause and effect of homelessness, and issues facing the housing sector, and to assist in alleviating homelessness.

In addition, Lendlease through the FutureSteps initiative will be:

- (i) giving the time and expertise of its people to assist with delivering housing projects;
- (ii) facilitating skilling, training and employment opportunities for people who want to access further assistance; and
- (iii) raising awareness of the issues and for the organisations it chooses to support.
- (c) Funds will support established charities and community organisations to deliver shelter and housing projects, including support services to help people who are homeless or who are at risk of becoming homeless such as skilling, training and jobs programs.
- (d) FutureSteps seeks to work with organisations that are industry experts and can produce the best outcomes for the community.
- (e) Lendlease expects to contribute more than \$10 million in funding to FutureSteps by committing 0.1% of its sales revenue from all new Australian residential land and dwelling sales.

93.2 Community Enterprise Foundation

- (a) FutureSteps is a management account of the Community Enterprise Foundation ABN 69 694 230 518 (**Foundation**), The Bendigo Centre, PO Box 480, Bendigo, Vic 3552. The Foundation will make distributions by way of grants, following receipt of applications from organisations which are endorsed as an item 1 Deductible Gift Recipient (DGR) or other eligible charities.
- (b) The Foundation is proud to facilitate the work of a wide range of very generous donors. All grants that are made from the FutureSteps management account are made by Sandhurst Trustees Limited as trustee (**Trustee**) of the Foundation.
- (c) To enable donors to have confidence that their gifts are fully compliant with all regulations, all funding distributed from the Foundation is made at the sole discretion of the Trustee whilst taking into account donor wishes and advice.

93.3 Purchaser's participation in FutureSteps

The Purchaser agrees to participate in FutureSteps by donating up to 0.1% of the purchase price for the purchase of the Property to FutureSteps on the date of settlement of the purchase of the Property (**Donation**).

The amount the Purchaser agrees to donate is:

0.1% of the purchase price

OR

\$ _____ (insert dollar figure)

The Purchaser acknowledges that the Donation:

- (a) is in addition to the purchase price;
- (b) will be included in the settlement statement prepared by the Vendor's lawyer as part of the settlement process;
- (c) will be paid directly to Sandhurst Trustees Limited as trustee for the Community Enterprise Foundation (FutureSteps management account) and will not be paid to the Vendor.

If the Purchaser fails to bring the Donation amount to the settlement of the Property or fails to make the Donation on or before the settlement of the Property (as relevant), this will not prevent settlement from occurring.

Following payment of the Donation, the Trustee or the Foundation will issue a tax-deductible receipt for donations of \$2 or more directly to the Purchaser to the email address specified below:

Email Address: _____@_____

93.4 FutureSteps Updates – Lendlease

The Purchaser ('you' or 'your') consents to Lendlease contacting you with updates on the FutureSteps initiative and the organisations to which FutureSteps distributes grants.

The Vendor and other Lendlease Group entities ('we' or 'our') collect, hold and handle personal information about the individuals who are interested in our products or services or with whom we have dealings. We take steps to ensure that we only collect personal information which is relevant to our dealings with the particular individuals and which is reasonably necessary for our business activities.

We may disclose your personal information to other Lendlease Group entities, and our third-party service providers and consultants, or other entities that assist us in running campaigns or our business more generally. These entities may be located in other countries such as Australia, the United Kingdom and other countries. Where we transfer your personal information outside of your country, we take steps to ensure that your information is treated securely. You agree that the obligations imposed by privacy laws in other countries may be less stringent than the requirements established by the privacy laws in your country. Further information on how we may collect, store, use and disclose your personal information can be found in our Privacy Policy.

Lendlease's Privacy Policy can be found on our website, <http://www.lendlease.com/au/privacy/>. Our Privacy Policy contains information about how you may obtain access to and seek correction of personal information that we hold about you, how to make a complaint about an alleged breach of the Australian Privacy Principles, and how your complaint will be dealt with. Alternatively, for further information please contact our Privacy Officer at privacy@lendlease.com or call 1800 233 066.

93.5 FutureSteps Updates – Foundation

The Purchaser consents to Lendlease providing its personal information to the Foundation in order for the Foundation to perform its necessary business functions (such as providing the Purchaser with a tax-deductible receipt for donations of \$2 or more, internal audit investigations and research) and to comply with any legal or regulatory obligations imposed on it.

The Purchaser consents to the Foundation sending it information and direct marketing communication about the Donation or other fundraising. If you do not wish to receive any further correspondence, you can opt-out by contacting the Foundation. The Foundation's contact details can be found in the Foundation's Privacy Policy is available on its website www.communityenterprisefoundation.com.au/policies or call 1300 304 542.

The Purchaser acknowledges that if you provide incomplete or incorrect information, the Foundation may be unable to accept your donation or provide you with a tax-deductible receipt.

The Foundation will treat the personal information as confidential and only disclose it to others where necessary. For example, the Foundation usually discloses donors' information to organisations that carry out functions on its behalf such as mailing and printing houses, its administrator, IT providers, its agents and specialist advisers such as accountants and solicitors, regulators and government authorities. Your information may be disclosed to the Trustee's related entities and its joint venture partners where its confidentiality is maintained at all times.

You should also read the Foundation's Privacy Policy for more information on how the Foundation uses, discloses and manages your personal information. The Privacy Policy contains information about:

- (a) how you can access and seek correction of your personal information; and
- (b) how you can complain about a breach of the privacy laws by the Foundation and how the Foundation will deal with a complaint.

Your personal information relating to your donation will not be disclosed by the Trustee to overseas entities.

93.6 Termination

The Purchaser's obligations under this special condition will automatically terminate and the terms of this special condition will be of no force or effect if the Purchaser notifies the Vendor in writing that the Purchaser no longer wishes to participate in FutureSteps.

94. GST withholding tax

94.1 Vendor Notification

Except where the vendor notification on page 2 of this contract has been completed, the vendor must provide a written notice to the purchaser as required in accordance with section 14-255 of Schedule 1 to the TAA (in either case, a **Vendor Notification**).

94.2 GST withholding obligations

- (a) This clause 94.2 only applies if the purchaser is required to remit Withheld GST.
- (b) Subject to having received the Vendor Notification no later than 10 business days prior to completion the purchaser must lodge a notification with the ATO in the approved form in accordance with subsection 16-150(2) of Schedule 1 to the TAA (**Purchaser Notification**). If the Vendor Notification is provided to the purchaser less than 10 business days prior to completion, the purchaser must lodge the Purchaser Notification with the ATO within 1 business day of receiving the Vendor Notification.
- (c) The purchaser must provide written evidence of lodgement of the Purchaser Notification to the vendor within 1 business day of the Purchaser Notification being lodged with the ATO or at completion (whichever is the earlier), including providing to the vendor copies of:
 - (i) the Purchaser Notification; and
 - (ii) any receipt together with any payment reference number and lodgement reference number received by the purchaser in response to the Purchaser Notification.
- (d) Unless otherwise directed by the vendor in the Vendor Notification, the purchaser must provide the vendor (or the vendor's nominee) with a Bank Cheque on or before completion that is payable to the Commissioner of Taxation for the amount of the Withheld GST.
- (e) If the purchaser provides a Bank Cheque in accordance with clause 94.2(d), the vendor:
 - (i) undertakes to send that Bank Cheque to the ATO as soon as is reasonably practicable after completion; and
 - (ii) will provide the Purchaser with a receipt for that Bank Cheque.
- (f) Where the parties have elected to settle electronically through the electronic platform provided by Property Exchange Australia Limited (PEXA) and the payment of the Withheld GST to the ATO is made by the purchaser at completion through the electronic platform, clauses 94.2(d) and 94.2(e) do not apply.
- (g) If and to the extent that, in addition to the Purchaser Notification, the purchaser is required to notify the ATO of the Completion Date or any other transaction details;
 - (i) the purchaser must complete and electronically submit such notification (including Form 2) to the ATO prior to completion, or such other earlier time as required by the ATO; and

- (ii) at completion, the purchaser must provide the vendor with evidence of having submitted that notification, including receipt from the ATO.
- (h) Without limiting the purchaser's obligations in this clause 94.2, if the purchaser does not comply with either clause 94.2(c) or clause 94.2(g)(ii):
 - (i) then the vendor may in its absolute discretion lodge any required notifications (including Form 2) with the ATO in the capacity as the purchaser's representative; and
 - (ii) the purchaser:
 - (A) authorises the vendor to act as the purchaser's representative for the limited purpose of clause 94.2(h)(i); and
 - (B) will provide to the vendor all information required for the vendor to complete any of the notifications under clause 94.2(h)(i) together with a declaration that the information provided is true and correct.
- (i) If, on or as at the Completion Date, the purchaser has not complied with any of its obligations under this clause 94, the vendor may do any of the following:
 - (i) by agreement with the purchaser, fix a new date for completion to be at 3.30pm on the following business day, in order to allow the purchaser to comply with its obligations under clause 94 (**Extended Completion Date**); or
 - (ii) terminate this Contract by notice in writing given to the purchaser, in which case, without limiting any other rights of the vendor under this Contract, the deposit will become the property of the vendor absolutely; or
 - (iii) issue a Notice to Complete on the purchaser requiring completion of the contract within (14) days, which the parties agree is a reasonable period of time, and in this regard time is of the essence of this contract.
- (j) To avoid doubt, by agreement of the parties, as contemplated in clause 94.2(i)(i), the vendor may fix a new date for completion on more than one occasion. Upon the expiry of the Extended Completion Date the vendor may exercise its rights in either clause 94.2(i)(ii) or clause 94.2(i)(iii) of this contract.
- (k) Subject to the purchaser complying with its obligations under this clause 94.2, the parties agree that the purchaser's payment of the Withheld GST in accordance with this clause 94.2 will satisfy the purchaser's obligation to pay a portion of the consideration under this contract that is equal to that amount. For the avoidance of doubt, if and to the extent that the purchaser does not comply with this clause 94.2, the vendor retains the right to payment of the full consideration payable under this contract.

95. Not used.

96. Construction of residential dwelling on the property

96.1 The vendor discloses and the purchaser agrees and acknowledges that:

- (a) the purchaser will not make an Objection because of the nature or existence of the partially or completely constructed dwelling irrespective as to whether construction of the dwelling has or has not reached practical completion at the time of completion; and
- (b) the vendor does not provide any warranty in connection with any improvements on the property.

97. Liability of Owner and Developer

The purchaser acknowledges and agrees that the Builder is responsible for and the vendor and Developer are not responsible for the construction, condition, design, development or delivery of any dwelling, structures, improvements or inclusions on the property in respect of which the

Builder is required to provide to the purchaser pursuant to the Building Contract and the vendor and Developer are released from all obligations and liabilities in connection with the construction, condition or delivery of such dwelling, structures, improvements or inclusions.

98. Home Building Act

The parties acknowledge and agree that this contract does not comprise a contract for residential building work or specialist work for the purposes of the *Home Building Act 1989* (NSW).

99. Building Contract

99.1 The purchaser agrees and acknowledges:

- (a) the vendor enters into this contract at the request and direction of the Builder;
- (b) the vendor is not required to do or cause to be done any Building Work on the property;
- (c) the Builder is solely responsible for all liability, loss, costs and expenses arising from or incurred in connection with anything (including damage, loss, injury and death) caused or contributed to, by, or in connection with:
 - (i) any act, omission, negligence or default of the Builder or the Builder's associates under the Building Contract or otherwise;
 - (ii) anything occurring on, originating in, or coming from, the property;
 - (iii) the construction and standard of all improvements on the property; and
 - (iv) non-compliance with the *Home Building Act 1989* (NSW) or other law or any approval by a consent authority to any Building Work.

100. Homeowners Warranty Insurance Certificate – if attached

In relation to the homeowners warranty insurance certificate (**Certificate**) and the insurance brochure referred to in section 96A(1A) of the *Home Building Act* (**Brochure**), attached in Annexure G, the purchaser acknowledges the following:

- (a) the purchaser has reviewed the Certificate and the Brochure;
- (b) the Certificate is evidence of the insurance required to be obtained under section 92 of the *Home Building Act 1989* (NSW); and
- (c) before entering into this contract the purchaser received from the Builder a copy of the Brochure.

101. Termination of Building Contract

101.1 The purchaser acknowledges and agrees that if the Building Contract is terminated for any reason, then the vendor may terminate this contract on giving written notice to the purchaser. If the Building Contract is terminated:

- (a) by the purchaser on the default of the Builder, then the deposit will be refunded to the purchaser; and
- (b) by the Building on the default of the purchaser, then the default of the purchaser under the Building Contract will constitute a Default under this contract, and the deposit will be forfeited to the vendor.

Schedule 1 – Disclosure Documents

Part 1

Copies of the following documents are attached:

1. Title Search for lots comprising the property;
2. Deposited Plan for lots comprising the property;
3. Dealings for lot comprising the property; and
4. Certificate pursuant to section 10.7 of the *Environmental Planning and Assessment Act 1979* for the lots comprising the property; and
5. Sewerage Diagram and Sewer Location Diagram.

Part 2

The following documents are attached:

1. Design Guidelines;
2. Standard Requisitions; and
3. Building Envelope Plan.

Schedule 2 – Rates (clause 47)

Item 1	Council Rates:	\$1,500.00 per annum
Item 2	Water Rates:	\$125.00 per quarter
Item 3	Land Tax:	\$1,200.00 per annum

Schedule 3 – Guarantee and Indemnity (clause 67)

1. The Guarantor must execute this contract.
2. The Guarantor enters this contract, and incurs obligations and gives rights under the guarantee and indemnity, for the valuable consideration of among other things, the vendor agreeing to enter this contract with the purchaser at the request of the Guarantor.
3. The covenants, guarantees and indemnities in this Schedule 3 are severable.
4. The Guarantor unconditionally and irrevocably guarantees to the vendor:
 - (a) that the purchaser will pay to the vendor the balance of the price and every other amount that the purchaser must pay under this contract; and
 - (b) the performance of the purchaser's obligations.
5. The Guarantor indemnifies the vendor against a claim or action and cost relating to the purchaser's breach, default or attempted breach or default of its obligations.
6. This guarantee and indemnity:
 - (a) is a principal obligation;
 - (b) is irrevocable and remains in full force and effect until discharged; and
 - (c) binds the estates of each Guarantor.
7. The parties must not treat this guarantee and indemnity as ancillary or collateral to any other right or obligation.
8. The vendor may enforce this guarantee against the Guarantor without first exhausting or commencing a remedy that it may have against the purchaser.
9. The Guarantor must pay on demand any money due to the vendor that relates to the indemnity including but not limited to:
 - (a) the balance of the price;
 - (b) the adjustments due to the vendor on completion; and
 - (c) interest that the purchaser must pay to the vendor.
10. The Guarantor and the purchaser are jointly and severally liable to the vendor for:
 - (a) the purchaser's observance and performance of its obligations; and
 - (b) damage that the vendor incurs as a result of any one or more of:
 - (i) the purchaser's failure to observe and perform its obligations under this contract;
 - (ii) its default under this contract; and
 - (iii) the vendor's termination of this contract.
11. The purchaser or the Guarantor must pay all money payable to the vendor and duly perform their several obligations before either may claim or receive the benefit of:
 - (a) a dividend or distribution of a person, liable jointly with the purchaser or the Guarantor, to the vendor;
 - (b) a payment out of the estate or assets of a person, liable jointly with the purchaser or the Guarantor, to the vendor; or
 - (c) a payment in the liquidation, winding up or bankruptcy of a person, liable jointly with the purchaser or the Guarantor, to the vendor.
12. Clause 11 applies equally if the person is liable under a security for money that the purchaser or the Guarantor must pay.

13. The purchaser or the Guarantor must pay all money payable to the vendor and perform their several obligations before either may prove in competition with the vendor:
 - (a) in an estate; or
 - (b) in relation to an asset in a liquidation, winding up or bankruptcy.
14. Clause 13 only applies if the amount that the vendor is entitled to is reduced as a result.
15. Upon the written request of the vendor, the Guarantor must pay the vendor all expenses that the vendor incurs in respect of the vendor's exercise or attempted exercise of a right of the vendor under this Schedule 3.
16. The Guarantor's obligations are not affected if:
 - (a) the vendor releases or enters into a composition with the purchaser;
 - (b) a payment made to the vendor is later avoided; or
 - (c) the vendor assigns or transfers the benefit of this contract.
17. If the vendor assigns or transfers the benefit of this contract, then the assignee receives the benefit of the Guarantor's covenants, agreements, guarantees and indemnities.
18. The obligations of the Guarantor under this Schedule 3 are not released, discharged or otherwise affected by:
 - (a) failure by one or more Guarantors to execute this guarantee and indemnity, validly or otherwise;
 - (b) the grant of time, waiver, covenant not to sue or other indulgence;
 - (c) the release, including but not limited to a release as part of a novation, or discharge of a person;
 - (d) an arrangement, composition or compromise that a person enters into;
 - (e) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
 - (f) a variation of this contract including, but not limited to a variation in the date of completion;
 - (g) a moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor in any way;
 - (h) payment to the vendor, including but not limited to a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;
 - (i) the purchaser becoming insolvent, going into liquidation, official management, receivership, arrangement, administration or winding up; or
 - (j) a person being appointed in respect of the purchaser or any of its assets or undertakings, including but not limited to a receiver or manager or both, or a liquidator, or administrator.

Signed by
presence of

in the

Signature of witness

Signature of Guarantor

Name of witness (print)

Signed by
presence of

in the

Signature of witness

Signature of Guarantor

Name of witness (print)

Schedule 4 – Representations (clause 53.3)

Signing page

EXECUTED as an agreement.

Vendor

Signed sealed and delivered for Liana
Boscoscuro by its attorney under power of
attorney dated
Book Number in the presence of

Signature of witness

Name of witness (print)

Signature of attorney

Name of attorney (print)

Signed sealed and delivered for Lendlease
Communities (Calderwood) Pty Limited (ACN 079
989 674) by its attorney under power of attorney
dated book
number in the presence of

Signature of witness

Name of witness (print)

Signature of attorney

Name of attorney (print)

Purchaser

Executed by in accordance
with Section 127 of the *Corporations Act 2001*

Signature of director

Name of director (print)

Signature of director/company secretary

Name of director/company secretary (print)

Signed by
presence of

in the

Signature of witness

Signature of

Name of witness (print)

Signed by

in the presence of

Signature of witness

Signature of

Name of witness (print)



Annexure A – Title Searches for Lots comprising the Property

Annexure to Special Conditions
Calderwood Valley Stage 2A2



FOLIO: 22/1255898

SEARCH DATE	TIME	EDITION NO	DATE
29/10/2019	12:08 PM	1	28/10/2019

LAND

LOT 22 IN DEPOSITED PLAN 1255898
 AT CALDERWOOD
 LOCAL GOVERNMENT AREA SHELLHARBOUR
 PARISH OF CALDERWOOD COUNTY OF CAMDEN
 TITLE DIAGRAM DP1255898

FIRST SCHEDULE

LIANA BOSCOCURIO
 OF THE PART FORMERLY IN 2227/1214797
 LENDLEASE COMMUNITIES (CALDERWOOD) PTY LIMITED
 OF THE PART FORMERLY IN 2/1248885

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S) WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 2 DP1214797 EASEMENT FOR MAINTENANCE AND ACCESS 0.9 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP1214797 EASEMENT FOR MAINTENANCE AND ACCESS 0.9 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 4 DP1214797 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1214797 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1214797 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1214797 POSITIVE COVENANT REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1214797 POSITIVE COVENANT REFERRED TO AND NUMBERED (15) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1214797 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (16) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 22/1255898

PAGE 2

SECOND SCHEDULE (11 NOTIFICATIONS) (CONTINUED)

- 10 DP1255898 EASEMENT FOR MAINTENANCE AND ACCESS 0.9 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 11 DP1255898 EASEMENT FOR MAINTENANCE AND ACCESS 0.9 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

1274066

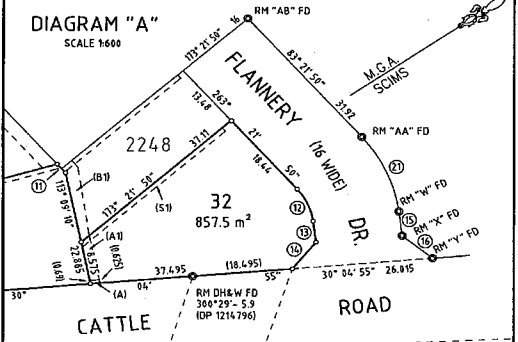
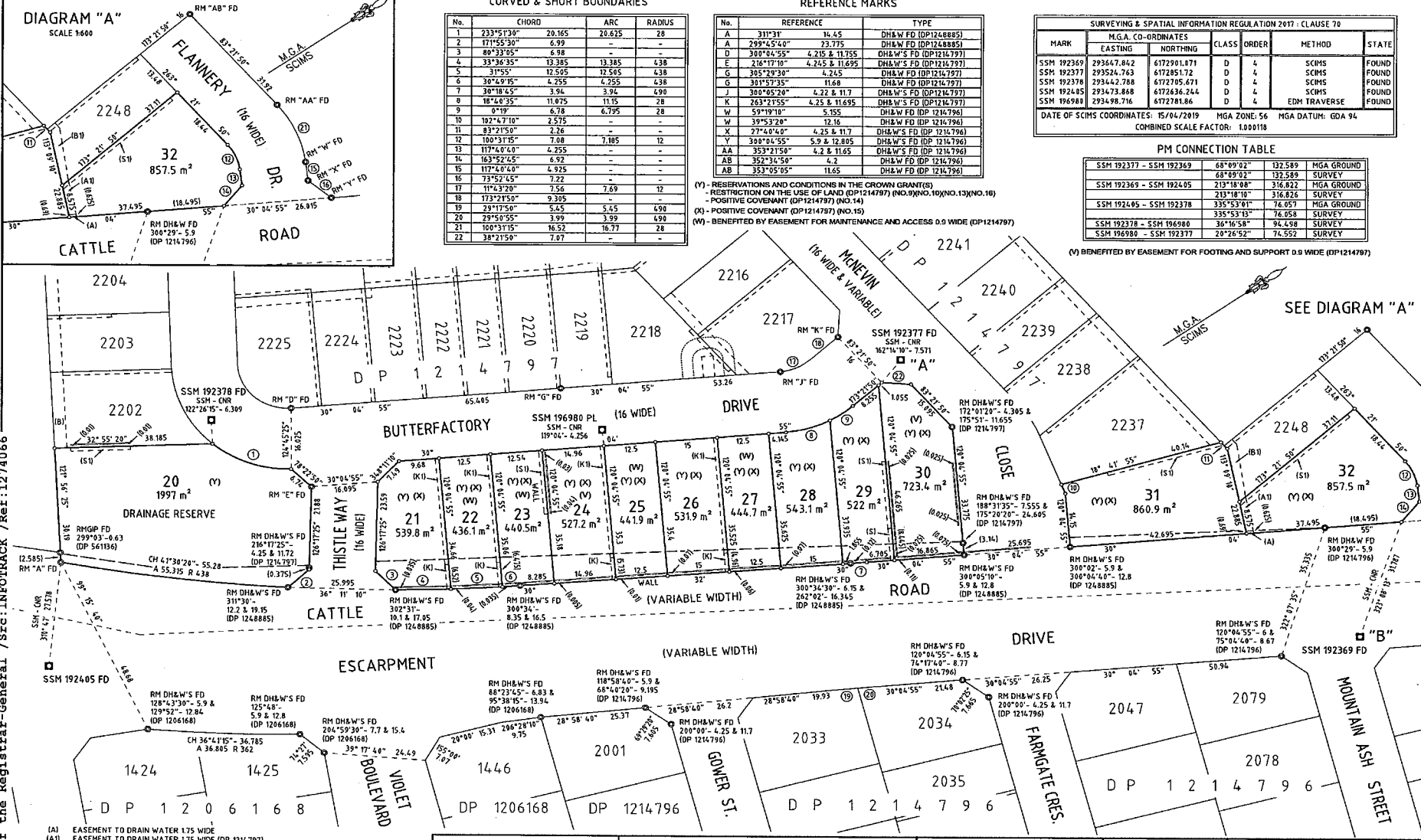
PRINTED ON 29/10/2019

* 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.



Annexure B – Deposited Plans for Lots comprising the Property

Annexure to Special Conditions
Calderwood Valley Stage 2A2



CURVED & SHORT BOUNDARIES

No.	CHORD	ARC	RADIUS
1	233°51'30"	20.165	20.625
2	171°55'30"	6.99	-
3	80°33'05"	6.98	-
4	33°36'35"	13.385	13.385
5	31°55'	12.505	12.505
6	30°42'35"	4.255	4.255
7	30°18'45"	3.94	3.94
8	18°40'35"	11.075	11.15
9	0°19'	6.78	6.795
10	102°47'10"	2.575	-
11	83°21'50"	2.26	-
12	100°31'25"	7.08	7.185
13	117°40'40"	4.255	-
14	163°52'45"	6.92	-
15	117°40'40"	4.255	-
16	73°52'45"	7.22	-
17	119°32'20"	7.56	7.69
18	173°21'50"	9.305	-
19	29°17'50"	5.45	5.45
20	29°50'55"	3.99	3.99
21	100°31'15"	16.52	16.77
22	30°21'50"	7.07	-

REFERENCE MARKS

No.	REFERENCE	TYPE
A	311°31"	DH&W FD (DP1248885)
A	299°45'10"	DH&W FD (DP1248885)
D	300°04'55"	DH&W FD (DP1214797)
E	216°17'10"	4.245 & 11.695 DH&W'S FD (DP1214797)
G	305°29'30"	4.245 DH&W FD (DP1214797)
G	301°57'35"	11.68 DH&W FD (DP1214797)
J	300°05'20"	4.22 & 11.7 DH&W'S FD (DP1214797)
K	263°27'55"	4.25 & 11.695 DH&W'S FD (DP1214797)
W	59°19'10"	6.155 DH&W FD (DP1214796)
X	39°53'20"	12.16 DH&W FD (DP1214796)
Y	277°40'40"	4.25 & 11.7 DH&W'S FD (DP1214796)
Y	300°04'55"	5.9 & 12.805 DH&W'S FD (DP1214796)
AA	353°21'50"	4.2 & 11.65 DH&W'S FD (DP1214796)
AB	352°34'50"	4.2 DH&W FD (DP1214796)
AB	353°05'05"	11.65 DH&W FD (DP1214796)

SURVEYING & SPATIAL INFORMATION REGULATION 2017 : CLAUSE 70

MARK	M.G.A. CO-ORDINATES	CLASS	ORDER	METHOD	STATE
SSM 192369	293647.842	6172901.871	D	4	SCMS FOUND
SSM 192377	293524.763	6172851.72	D	4	SCMS FOUND
SSM 192378	293442.788	6172795.671	D	4	SCMS FOUND
SSM 192425	293473.868	6172636.244	D	4	SCMS FOUND
SSM 196988	293498.716	6172781.86	D	4	EDM TRAVERSE FOUND

DATE OF SCMS COORDINATES: 15/04/2019 MGA ZONE: 56 MGA DATUM: GDA 94
COMBINED SCALE FACTOR: 1.000118

PM CONNECTION TABLE

SSM 192377 - SSM 192369	68°09'02"	137.589	MGA GROUND
SSM 192369 - SSM 192405 <td>68°09'02"</td> <td>132.589</td> <td>SURVEY</td>	68°09'02"	132.589	SURVEY
SSM 192369 - SSM 192405 <td>213°18'08"</td> <td>316.822</td> <td>MGA GROUND</td>	213°18'08"	316.822	MGA GROUND
SSM 192405 - SSM 192378 <td>213°18'10"</td> <td>316.826</td> <td>SURVEY</td>	213°18'10"	316.826	SURVEY
SSM 192405 - SSM 192378 <td>335°53'01"</td> <td>76.057</td> <td>MGA GROUND</td>	335°53'01"	76.057	MGA GROUND
SSM 192378 - SSM 196988 <td>335°53'53"</td> <td>76.058</td> <td>SURVEY</td>	335°53'53"	76.058	SURVEY
SSM 192378 - SSM 196988 <td>30°16'58"</td> <td>94.458</td> <td>SURVEY</td>	30°16'58"	94.458	SURVEY
SSM 196988 - SSM 192377 <td>20°26'52"</td> <td>74.552</td> <td>SURVEY</td>	20°26'52"	74.552	SURVEY



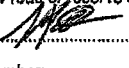
(V) - RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
 - RESTRICTION ON THE USE OF LAND (DP1214797) (NO.9)(NO.10)(NO.13)(NO.16)
 - POSITIVE COVENANT (DP1214797) (NO.14)
 (X) - POSITIVE COVENANT (DP1214797) (NO.15)
 (W) - BENEFITED BY EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE (DP1214797)

(V) BENEFITED BY EASEMENT FOR FOOTING AND SUPPORT 0.9 WIDE (DP1214797)


- (A) EASEMENT TO DRAIN WATER 1.75 WIDE
- (A1) EASEMENT TO DRAIN WATER 1.75 WIDE (DP 1214797)
- (B) EASEMENT TO DRAIN WATER 3 WIDE (DP 1214797)
- (B1) EASEMENT TO DRAIN WATER 2.5 WIDE & VARIABLE (DP 1214797)
- (K) EASEMENT FOR MAINTENANCE AND ACCESS 0.5 WIDE
- (K1) EASEMENT FOR MAINTENANCE AND ACCESS 0.5 WIDE (DP 1214797)
- (S) EASEMENT FOR FOOTINGS & SUPPORT 0.9 WIDE
- (S1) EASEMENT FOR FOOTINGS & SUPPORT 0.9 WIDE (DP1214797)

Surveyor: TERRY EDWARD BARTLETT Date of Survey: 17th APRIL 2019 Surveyor's Ref: 83017342 DP-15	PLAN OF SUBDIVISION OF LOTS 1, 2 & 3 IN DP 1248885 & LOTS 2201, 2226 - 2236 & 2247 IN DP 1214797	L.G.A.: SHELLHARBOUR Locality: CALDERWOOD Subdivision No: SC0051/2019 Lengths are in metres. Reduction Ratio 1:600	Registered 28.10.2019	DP1255898
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ePlan

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)	
Office Use Only		Office Use Only			
Registered:  28.10.2019		DP1255898			
Title System: TORRENS					
PLAN OF SUBDIVISION OF LOTS 1, 2 & 3 IN DP 1248885 & LOTS 2201, 2226 – 2236 & 2247 IN DP 1214797		LGA: SHELLHARBOUR Locality: CALDERWOOD Parish: CALDERWOOD County: CAMDEN			
<p style="text-align: center;">Survey Certificate</p> <p>I, TERRY EDWARD BARTLETT of Cardno (NSW/ACT), 203 Pacific Hwy, St LEONARDS NSW 2065 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(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 17th April 2019.</p> <p>*(b) The part of the land shown in the plan ("being") was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on The part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: "A" (SSM 192377) – "B" (SSM 192369) Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: 18.04.2019 Surveyor Identification No: 438 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>		<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, Luke Preston *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.108J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  Accreditation number: Consent Authority: Shellharbour City Council Date of endorsement: 5/4/2019 Subdivision Certificate number: SC0051/2019 File number:</p> <p>*Strike through if inapplicable.</p>			
Plans used in the preparation of survey/compilation. DP 561136 DP 1206188 DP 1214796 DP 1214797 DP 1248885		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE LOT 20 AS A DRAINAGE RESERVE			
Surveyor's Reference: 830117342 DP-15		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 4 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  28.10.2019</p> <p>PLAN OF SUBDIVISION OF LOTS 1, 2 & 3 IN DP 1248885 & LOTS 2201, 2226 – 2236 & 2247 IN DP 1214797</p> <p>Subdivision Certificate number: <u>SC0051/2019</u> Date of Endorsement: <u>5/6/2019</u></p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 24pt; text-align: center;">DP1255898</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE:-


- 1) EASEMENT TO DRAIN WATER 1.75 WIDE (A)
- 2) EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE (K)
- 3) EASEMENT FOR FOOTINGS & SUPPORT 0.9 WIDE (S)

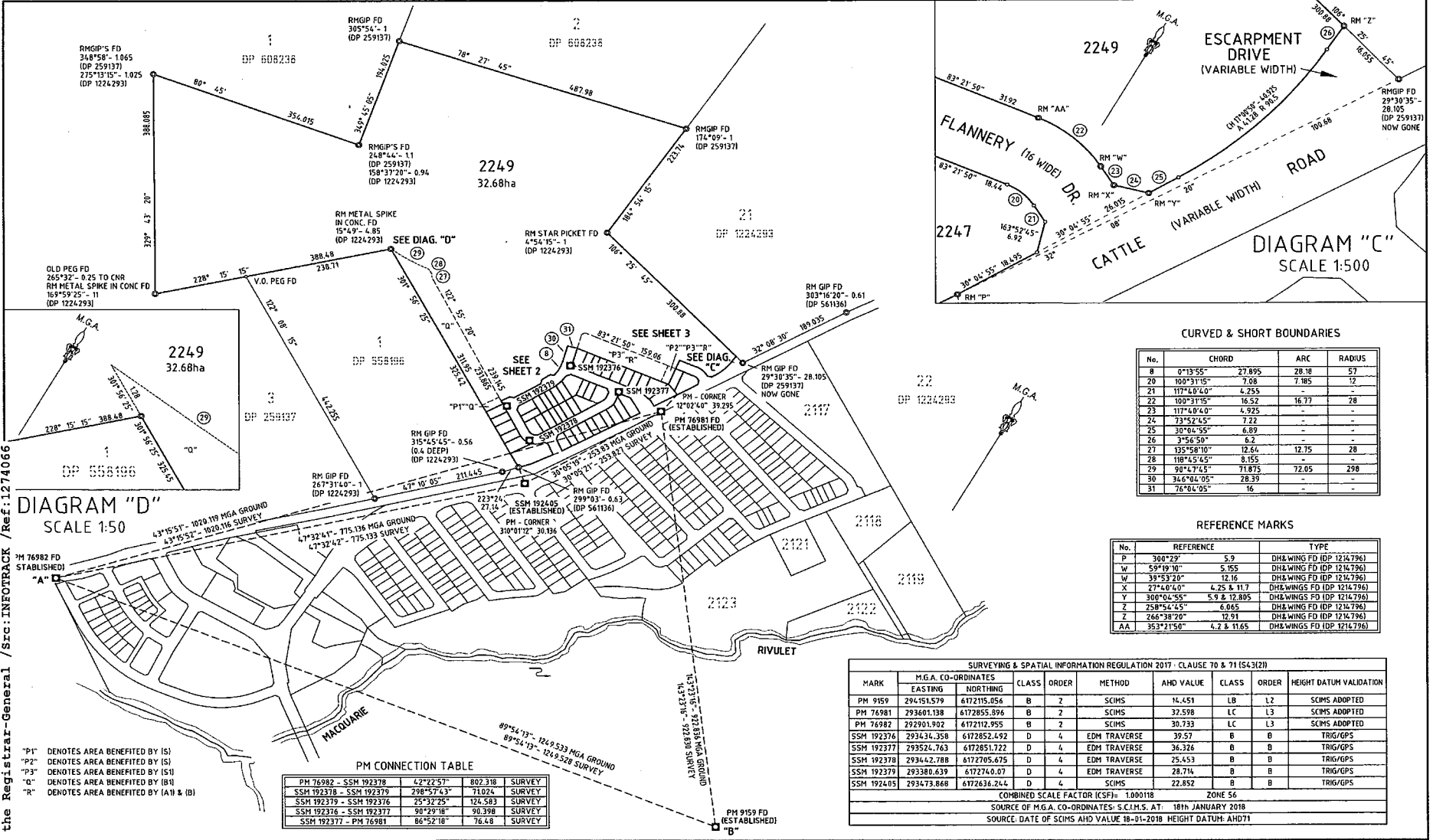
Lot	Street Number	Street Name	Street Type	Locality
20	21	Butterfactory	Drive	Calderwood
21	19	Butterfactory	Drive	Calderwood
22	17	Butterfactory	Drive	Calderwood
23	15	Butterfactory	Drive	Calderwood
24	13	Butterfactory	Drive	Calderwood
25	11	Butterfactory	Drive	Calderwood
26	9	Butterfactory	Drive	Calderwood
27	7	Butterfactory	Drive	Calderwood
28	5	Butterfactory	Drive	Calderwood
29	3	Butterfactory	Drive	Calderwood
30	1	Butterfactory	Drive	Calderwood
31	21	McNevin	Close	Calderwood
32	1	Flannery	Drive	Calderwood

If space is insufficient use additional annexure sheet

Surveyor's Reference: 830117342 DP-15

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 4 sheet(s)
Registered:  28.10.2019	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOTS 1, 2 & 3 IN DP 1248885 & LOTS 2201, 2226 - 2236 & 2247 IN DP 1214797		DP1255898
Subdivision Certificate number: <u>SC0051/2019</u> Date of Endorsement: <u>5/6/2019</u>		
This sheet is for the provision of the following information as required: <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.		
EXECUTED by ARTHUR ILIAS) as attorney for LIANA BOSCOSCURO under) registered power of attorney Book 4735) No. 763 dated 19 August 2016 in the presence) of:)		
<u>Bell</u> Signature of witness		
ANNETTE BELL Name of witness (block letters)		
Level 2, 88 Phillip St Parramatta NSW 2150 Address of witness		
<u>Team Administrator</u> Occupation of witness		
By executing this instrument the attorney states that the attorney has received no notice of revocation of the power of attorney		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 830117342 DP-15		

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 4 sheet(s)
Registered:  28.10.2019	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOTS 1, 2 & 3 IN DP 1248885 & LOTS 2201, 2226 - 2236 & 2247 IN DP 1214797		DP1255898
Subdivision Certificate number: <u>SC0051/2019</u> Date of Endorsement: <u>5/6/2019</u>		
		This sheet is for the provision of the following information as required: <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>EXECUTED by ARTHUR ILIAS) as attorney for LENDLEASE COMMUNITIES) (CALDERWOOD) PTY LIMITED (ACN 079 989) 674) under registered power of attorney) Book 4717 No. 923 dated 1 December 2016 in) the presence of:)</p> <p><u>Bell</u> Signature of witness</p> <p>ANNETTE BELL</p> <p>Name of witness (block letters) Level 2, 88 Phillip St Parramatta NSW 2150 Address of witness</p> <p><u>Team Administrator</u> Occupation of witness</p> <p>By executing this instrument the attorney states that the attorney has received no notice of revocation of the power of attorney</p>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 830117342 DP-15		



CURVED & SHORT BOUNDARIES

No.	CHORD	ARC	RADIUS
8	0°13'55"	27.895	28.18
20	100°31'15"	7.08	7.185
21	117°40'40"	4.255	-
22	100°31'15"	16.52	16.77
23	117°40'40"	4.925	-
24	33°52'45"	7.22	-
25	30°04'55"	6.89	-
26	3°56'50"	6.2	-
27	135°58'10"	12.64	12.75
28	118°45'45"	8.155	-
29	30°47'45"	71.975	72.05
30	34.6°04'05"	28.39	-
31	76°04'05"	16	-

REFERENCE MARKS

No.	REFERENCE	TYPE
P	300°29'	DH&WING FD (DP 1214796)
W	59°19'10"	DH&WING FD (DP 1214796)
W	33°52'20"	DH&WING FD (DP 1214796)
X	27°40'40"	DH&WINGS FD (DP 1214796)
Y	300°04'55"	5.9 & 12.805 DH&WINGS FD (DP 1214796)
Z	258°44'45"	6.065 DH&WING FD (DP 1214796)
Z	266°38'20"	12.91 DH&WING FD (DP 1214796)
AA	353°21'50"	6.2 & 11.665 DH&WINGS FD (DP 1214796)

DIAGRAM "D"
SCALE 1:50

DIAGRAM "C"
SCALE 1:500

PM CONNECTION TABLE

PM	SSM	Bearing	Distance	Survey
PM 76982	SSM 192378	42°22'57"	802.318	SURVEY
SSM 192378	SSM 192379	298°57'43"	710.24	SURVEY
SSM 192379	SSM 192376	25°32'25"	124.583	SURVEY
SSM 192376	SSM 192377	90°29'18"	90.398	SURVEY
SSM 192377	PM 76981	86°52'18"	76.48	SURVEY

SURVEYING & SPATIAL INFORMATION REGULATION 2017 - CLAUSE 70 & 71 (S43(2))

MARK	M.G.A. CO-ORDINATES		CLASS	ORDER	METHOD	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION
PM 9159	294451.579	6172115.056	B	2	SCMS	11.451	LB	L2	SCMS ADOPTED
PM 76981	293461.138	6172855.896	B	2	SCMS	32.598	LC	L3	SCMS ADOPTED
PM 76982	292901.902	6172712.955	B	2	SCMS	30.733	LC	L3	SCMS ADOPTED
SSM 192374	293434.358	6172852.492	D	4	EDM TRAVERSE	39.57	B	B	TRIG/GPS
SSM 192377	293524.743	6172851.722	D	4	EDM TRAVERSE	34.324	B	B	TRIG/GPS
SSM 192378	293442.788	6172705.675	D	4	EDM TRAVERSE	25.453	B	B	TRIG/GPS
SSM 192379	293380.639	6172740.07	D	4	EDM TRAVERSE	28.714	B	B	TRIG/GPS
SSM 192405	293473.648	6172634.244	D	4	SCMS	22.852	B	B	TRIG/GPS

COMBINED SCALE FACTOR (CSF) = 1.000118 ZONE 56
SOURCE OF M.G.A. CO-ORDINATES: S.C.I.M.S. AT 18th JANUARY 2018
SOURCE, DATE OF SCMS AHD VALUE 18-01-2018 HEIGHT DATUM: AHD71

"P1" DENOTES AREA BENEFITED BY (S)
 "P2" DENOTES AREA BENEFITED BY (SI)
 "P3" DENOTES AREA BENEFITED BY (SI)
 "Q" DENOTES AREA BENEFITED BY (B1)
 "R" DENOTES AREA BENEFITED BY (A1) & (B)

Req:R181234 /Doc:DP 1214797 P /Rev:13-Jun-2018 /NSW ILS /Pgs:ALL /Prt:30-Oct-2019 18:44 /Seq:1 of 8
 © Office of the Registrar-General /Src:INFOTRACK /Ref:121474066

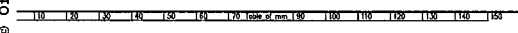
Surveyor: TERRY EDWARD BARTLETT
 Date of Survey: 18th JANUARY 2018
 Surveyor's Ref: B30117342 DP-08

PLAN OF SUBDIVISION
 OF LOT 2124 IN DP 1214796

L.G.A.: SHELLHARBOUR
 Locality: CALDERWOOD
 Subdivision No: SC0031/2018
 Lengths are in metres. Reduction Ratio 1:4000

Registered
 12.06.2018

DP1214797



Req:R181234 /Doc:DP 1214797 P /Rev:13-Jun-2018 /NSW LRS /Pgs:ALL /Prt:30-Oct-2019 18:44 /Seq:2 of 8
 © Office of the Registrar-General /Src:INFOTRACK /Ref:1274066

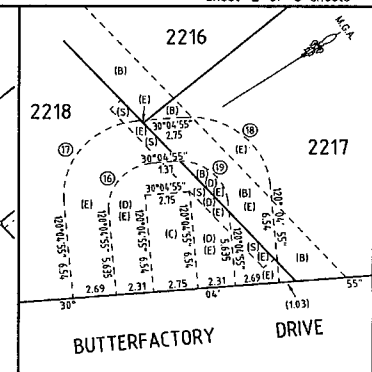
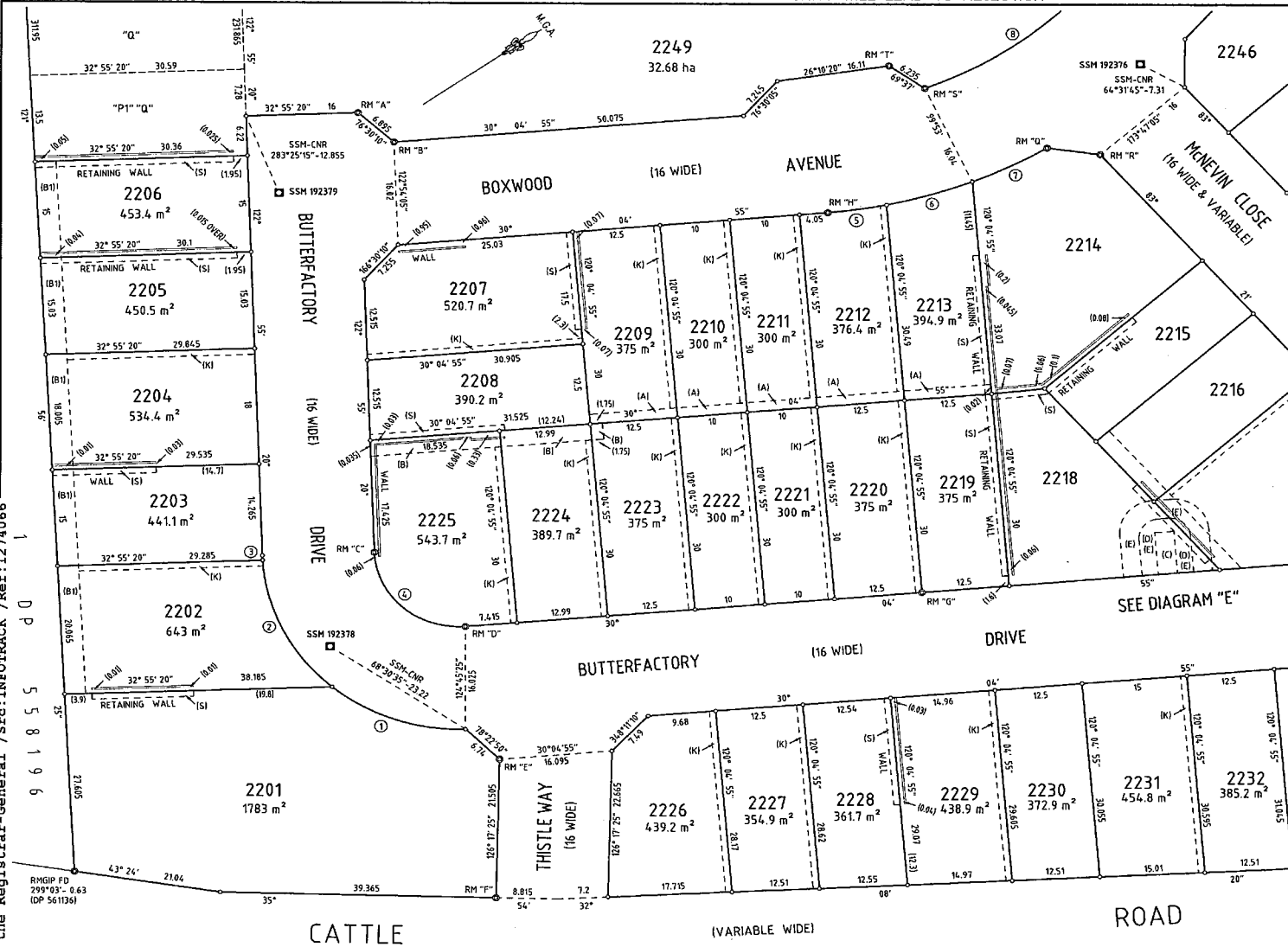


DIAGRAM "E"
SCALE 1:200

REFERENCE MARKS

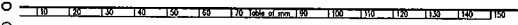
No.	REFERENCE	TYPE
A	32°53'30"	4.2 DRILL HOLE & WING
A	31°17'55"	11.6 DRILL HOLE & WING
B	30°04'40"	4.2 & 11.7 DRILL HOLE & WINGS
C	32°55'45"	4.2 & 11.65 DRILL HOLE & WINGS
D	30°04'45"	4.215 & 11.755 DRILL HOLE & WINGS
E	216°17'10"	4.245 & 11.695 DRILL HOLE & WINGS
F	216°17'25"	4.25 & 11.72 DRILL HOLE & WINGS
G	305°29'30"	4.245 DRILL HOLE & WING
G	301°57'35"	11.68 DRILL HOLE & WING
H	187°20'05"	4.38 DRILL HOLE & WING
H	113°08'	16.325 DRILL HOLE & WING
D	98°45'05"	4.265 & 11.7 DRILL HOLE & WINGS
R	173°21'20"	4.28 & 11.685 DRILL HOLE & WINGS
S	269°10'55"	4.25 & 12 DRILL HOLE & WINGS
T	32°55'55"	4.2 & 11.655 DRILL HOLE & WINGS

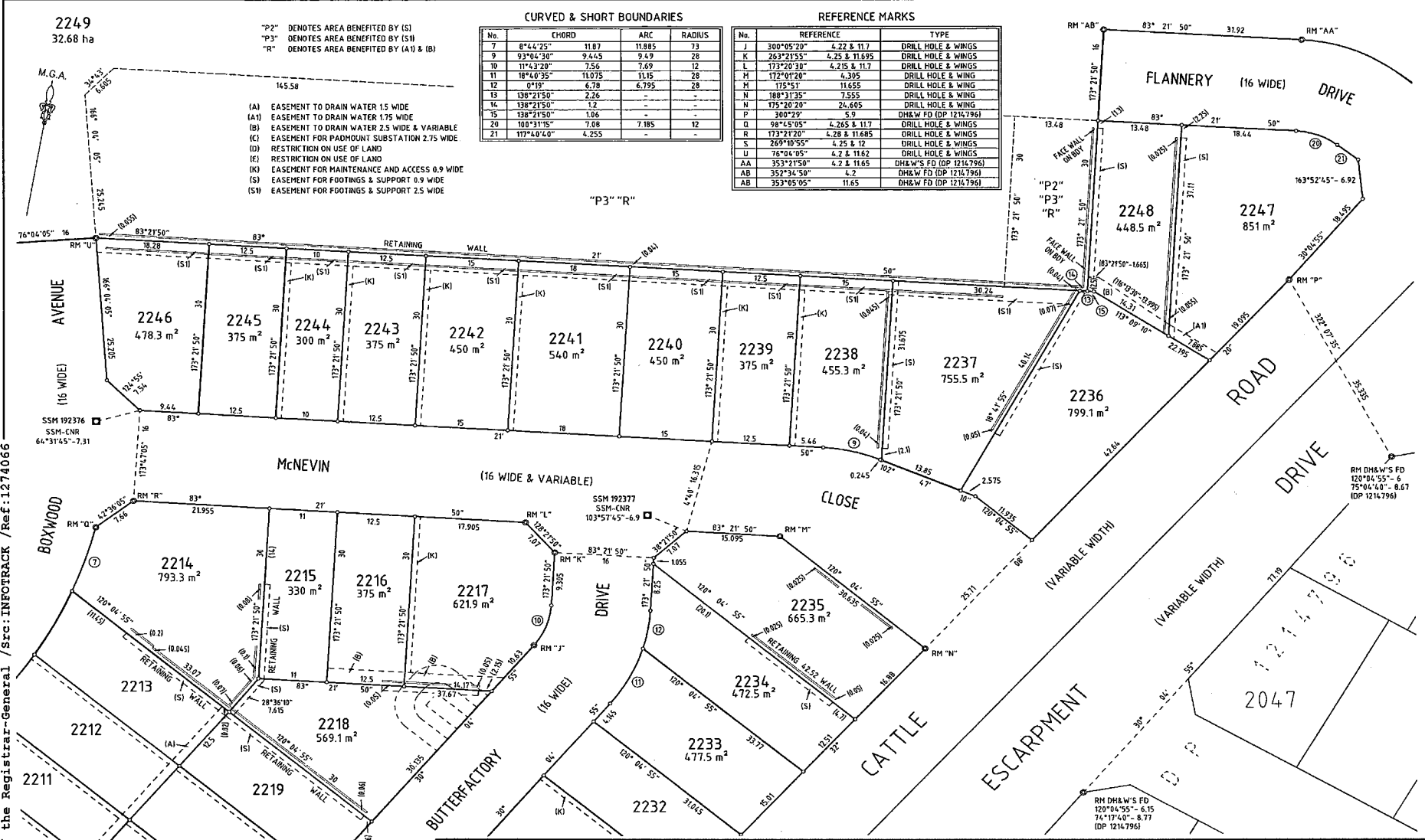
CURVED & SHORT BOUNDARIES

No.	CHORD	ARC	RADIUS
1	233°51'30"	28.165	20.625
2	278°11'20"	22.085	22.705
3	302°10'15"	0.735	0.735
4	16°30'10"	17.385	19.445
5	26°45'30"	8.465	8.465
6	18°25'15"	12.765	12.78
7	8°44'25"	11.87	11.885
8	0°13'55"	27.895	28.18
16	345°04'55"	4.245	4.71
17	345°04'55"	7.07	7.855
18	75°04'55"	7.07	7.855
19	75°04'55"	4.245	4.71

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
 - (B) EASEMENT TO DRAIN WATER 2.5 WIDE & VARIABLE
 - (B1) EASEMENT TO DRAIN WATER 3 WIDE
 - (C) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
 - (D) RESTRICTION ON USE OF LAND
 - (E) RESTRICTION ON USE OF LAND
 - (K) EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE
 - (S) EASEMENT FOR FOOTINGS & SUPPORT 0.9 WIDE
- "P1" DENOTES AREA BENEFITED BY (S)
 "Q" DENOTES AREA BENEFITED BY (B1)

Surveyor: TERRY EDWARD BARTLETT Date of Survey: 18th JANUARY 2018 Surveyor's Ref: 830117342 DP-08	PLAN OF SUBDIVISION OF LOT 2124 IN DP 1214796	L.G.A.: SHELLHARBOUR Locality: CALDERWOOD Subdivision No: SC0031/2018 Lengths are in metres. Reduction Ratio 1:400	Registered 12.06.2018	DP1214797
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- "P2" DENOTES AREA BENEFITED BY (S)
 "P3" DENOTES AREA BENEFITED BY (S1)
 "R" DENOTES AREA BENEFITED BY (A1) & (B)
- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
 (A1) EASEMENT TO DRAIN WATER 1.75 WIDE
 (B) EASEMENT TO DRAIN WATER 2.5 WIDE & VARIABLE
 (C) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
 (D) RESTRICTION ON USE OF LAND
 (E) RESTRICTION ON USE OF LAND
 (K) EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE
 (S) EASEMENT FOR FOOTINGS & SUPPORT 0.9 WIDE
 (S1) EASEMENT FOR FOOTINGS & SUPPORT 2.5 WIDE

CURVED & SHORT BOUNDARIES

No.	CHORD	ARC	RADIUS
7	8°44'25"	11.87	11.885
9	9°34'38"	9.445	9.49
10	11°42'20"	7.56	7.69
11	18°46'35"	11.075	11.15
12	0°19'	6.78	6.795
13	138°21'50"	2.26	-
14	138°21'50"	1.2	-
15	138°21'50"	1.06	-
20	100°31'15"	7.08	7.185
21	117°46'40"	4.255	-

REFERENCE MARKS


No.	REFERENCE	TYPE
J	300°05'20" 4.22 & 11.7	DRILL HOLE & WINGS
K	263°21'55" 4.25 & 11.695	DRILL HOLE & WINGS
L	173°20'30" 4.215 & 11.17	DRILL HOLE & WINGS
M	172°01'20" 4.305	DRILL HOLE & WING
H	172°55'1" 11.655	DRILL HOLE & WING
N	188°31'35" 7.555	DRILL HOLE & WING
N	175°20'20" 24.605	DRILL HOLE & WING
P	300°22"	DH&W FD (DP 1214796)
Q	98°45'05" 4.265 & 11.17	DRILL HOLE & WINGS
R	173°21'20" 4.28 & 11.685	DRILL HOLE & WINGS
S	269°10'55" 4.25 & 12	DRILL HOLE & WINGS
U	76°04'05" 4.2 & 11.62	DRILL HOLE & WINGS
AA	353°21'50" 4.2 & 11.65	DH&W'S FD (DP 1214796)
AB	352°34'50" 4.2	DH&W FD (DP 1214796)
AB	352°05'05" 11.65	DH&W FD (DP 1214796)

Reg:R181234 / Doc:DP 1214797 P / Rev:13-Jun-2018 / NSW IRS / Pgs:ALL / Prt:30-Oct-2019 18:44 / Seq:3 of 8
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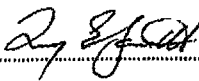
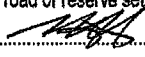
Surveyor: TERRY EDWARD BARTLETT
 Date of Survey: 18th JANUARY 2018
 Surveyor's Ref: 830117342 DP-08


PLAN OF SUBDIVISION
 OF LOT 2124 IN DP 1214796

L.G.A.: SHELLHARBOUR
 Locality: CALDERWOOD
 Subdivision No: SC0031/2018
 Lengths are in metres. Reduction Ratio 1:400


Registered
 12.06.2018

DP1214797

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 5 sheet(s)	
Registered:  12.06.2018		Office Use Only		Office Use Only	
Title System: TORRENS		DP1214797			
PLAN OF SUBDIVISION OF LOT 2124 IN DP 1214796		LGA: SHELLHARBOUR		Locality: CALDERWOOD	
		Parish: CALDERWOOD		County: CAMDEN	
<p align="center">Survey Certificate</p> <p>I, TERRY EDWARD BARTLETT of Cardno (NSW/ACT), 203 Pacific Hwy, St LEONARDS NSW 2065 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(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 18th January 2018.</p> <p>*(b) The part of the land shown in the plan ("being") was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on The part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: "A" (PM 76982) – "B" (PM 9159)</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Slope-Mountainous.</p> <p>Signature:  Dated: 19.01.2018</p> <p>Surveyor Identification No: 438 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>		<p align="center">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>			
		<p align="center">Subdivision Certificate</p> <p>I, <u>SCOTT HANLET</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: <u>SHELLHARBOUR CITY COUNCIL</u></p> <p>Date of endorsement: <u>22/05/2018</u></p> <p>Subdivision Certificate number: <u>SC0031/2018</u></p> <p>File number:</p> <p>*Strike through if inapplicable.</p>			
Plans used in the preparation of survey/compilation. DP 259137 DP 561136 DP 558196 DP 1214796 DP 1224823		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE THISTLE WAY (16 WIDE), BUTTERFACTORY DRIVE (16 WIDE), BOXWOOD AVENUE (16 WIDE), McNEVIN CLOSE (16 WIDE & VARIABLE), FLANNERY DRIVE (16 WIDE) & ESCARPMENT DRIVE (VARIABLE WIDTH) TO THE PUBLIC AS PUBLIC ROAD.			
Surveyor's Reference: 830117342 DP-08		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 5 sheet(s)
Registered:  12.06.2018	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 2124 IN DP 1214796		DP1214797
Subdivision Certificate number: <u>SC0031/2018</u> Date of Endorsement: <u>22/05/2018</u>		
This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.		
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE:-		
<ol style="list-style-type: none">1) EASEMENT TO DRAIN WATER 1.5 WIDE (A)2) EASEMENT TO DRAIN WATER 1.75 WIDE (A1)3) EASEMENT TO DRAIN WATER 2.5 WIDE & VARIABLE (B)4) EASEMENT TO DRAIN WATER 3 WIDE (B1)5) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (C)6) RESTRICTION ON USE OF LAND (D)7) RESTRICTION ON USE OF LAND (E)8) EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE (K)9) RESTRICTION ON USE OF LAND10) RESTRICTION ON USE OF LAND11) EASEMENT FOR FOOTINGS & SUPPORT 0.9 WIDE (S)12) EASEMENT FOR FOOTINGS & SUPPORT 2.5 WIDE (S1)13) RESTRICTION ON USE OF LAND14) POSITIVE COVENANT15) POSITIVE COVENANT16) RESTRICTION ON USE OF LAND		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 830117342 DP-08		

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 5 sheet(s)

Registered:  12.06.2018 Office Use Only

Office Use Only
DP1214797

**PLAN OF SUBDIVISION OF LOT 2124
 IN DP 1214796**

Subdivision Certificate number: SC 0031/2018
 Date of Endorsement: 22/05/2018


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.

Lot	Street Number	Street Name	Street Type	Locality
2201	21	Butterfactory	Drive	Calderwood
2202	23	Butterfactory	Drive	Calderwood
2203	25	Butterfactory	Drive	Calderwood
2204	27	Butterfactory	Drive	Calderwood
2205	29	Butterfactory	Drive	Calderwood
2206	31	Butterfactory	Drive	Calderwood
2207	33	Boxwood	Avenue	Calderwood
2208	20	Butterfactory	Drive	Calderwood
2209	31	Boxwood	Avenue	Calderwood
2210	29	Boxwood	Avenue	Calderwood
2211	27	Boxwood	Avenue	Calderwood
2212	25	Boxwood	Avenue	Calderwood
2213	23	Boxwood	Avenue	Calderwood
2214	9	McNevin	Drive	Calderwood
2215	7	McNevin	Drive	Calderwood
2216	5	McNevin	Drive	Calderwood
2217	3	McNevin	Drive	Calderwood
2218	4	Butterfactory	Drive	Calderwood
2219	6	Butterfactory	Drive	Calderwood
2220	8	Butterfactory	Drive	Calderwood
2221	10	Butterfactory	Drive	Calderwood
2222	12	Butterfactory	Drive	Calderwood
2223	14	Butterfactory	Drive	Calderwood
2224	16	Butterfactory	Drive	Calderwood
2225	18	Butterfactory	Drive	Calderwood
2226	19	Butterfactory	Drive	Calderwood
2227	17	Butterfactory	Drive	Calderwood
2228	15	Butterfactory	Drive	Calderwood

If space is insufficient use additional annexure sheet

Surveyor's Reference: 830117342 DP-08

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 5 sheet(s)																																																																																																														
Registered:  12.06.2018 PLAN OF SUBDIVISION OF LOT 2124 IN DP 1214796	Office Use Only <div style="font-size: 2em; font-weight: bold; text-align: center;">DP1214797</div> Office Use Only																																																																																																															
Subdivision Certificate number: <u>SC 0031 / 2018</u> Date of Endorsement: <u>22/05/2018</u>	This sheet is for the provision of the following information as required: <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. 																																																																																																															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Lot</th> <th style="width: 15%;">Street Number</th> <th style="width: 30%;">Street Name</th> <th style="width: 15%;">Street Type</th> <th style="width: 30%;">Locality</th> </tr> </thead> <tbody> <tr><td>2229</td><td>13</td><td>Butterfactory</td><td>Drive</td><td>Calderwood</td></tr> <tr><td>2230</td><td>11</td><td>Butterfactory</td><td>Drive</td><td>Calderwood</td></tr> <tr><td>2231</td><td>9</td><td>Butterfactory</td><td>Drive</td><td>Calderwood</td></tr> <tr><td>2232</td><td>7</td><td>Butterfactory</td><td>Drive</td><td>Calderwood</td></tr> <tr><td>2233</td><td>5</td><td>Butterfactory</td><td>Drive</td><td>Calderwood</td></tr> <tr><td>2234</td><td>3</td><td>Butterfactory</td><td>Drive</td><td>Calderwood</td></tr> <tr><td>2235</td><td>1</td><td>McNevin</td><td>Drive</td><td>Calderwood</td></tr> <tr><td>2236</td><td>2</td><td>McNevin</td><td>Drive</td><td>Calderwood</td></tr> <tr><td>2237</td><td>4</td><td>McNevin</td><td>Drive</td><td>Calderwood</td></tr> <tr><td>2238</td><td>6</td><td>McNevin</td><td>Drive</td><td>Calderwood</td></tr> <tr><td>2239</td><td>8</td><td>McNevin</td><td>Drive</td><td>Calderwood</td></tr> <tr><td>2240</td><td>10</td><td>McNevin</td><td>Drive</td><td>Calderwood</td></tr> <tr><td>2241</td><td>12</td><td>McNevin</td><td>Drive</td><td>Calderwood</td></tr> <tr><td>2242</td><td>14</td><td>McNevin</td><td>Drive</td><td>Calderwood</td></tr> <tr><td>2243</td><td>16</td><td>McNevin</td><td>Drive</td><td>Calderwood</td></tr> <tr><td>2244</td><td>18</td><td>McNevin</td><td>Drive</td><td>Calderwood</td></tr> <tr><td>2245</td><td>20</td><td>McNevin</td><td>Drive</td><td>Calderwood</td></tr> <tr><td>2246</td><td>22</td><td>McNevin</td><td>Drive</td><td>Calderwood</td></tr> <tr><td>2247</td><td>1</td><td>Flannery</td><td>Drive</td><td>Calderwood</td></tr> <tr><td>2248</td><td>3</td><td>Flannery</td><td>Drive</td><td>Calderwood</td></tr> <tr><td>2249</td><td>N/A</td><td>Cattle</td><td>Road</td><td>Calderwood</td></tr> </tbody> </table>			Lot	Street Number	Street Name	Street Type	Locality	2229	13	Butterfactory	Drive	Calderwood	2230	11	Butterfactory	Drive	Calderwood	2231	9	Butterfactory	Drive	Calderwood	2232	7	Butterfactory	Drive	Calderwood	2233	5	Butterfactory	Drive	Calderwood	2234	3	Butterfactory	Drive	Calderwood	2235	1	McNevin	Drive	Calderwood	2236	2	McNevin	Drive	Calderwood	2237	4	McNevin	Drive	Calderwood	2238	6	McNevin	Drive	Calderwood	2239	8	McNevin	Drive	Calderwood	2240	10	McNevin	Drive	Calderwood	2241	12	McNevin	Drive	Calderwood	2242	14	McNevin	Drive	Calderwood	2243	16	McNevin	Drive	Calderwood	2244	18	McNevin	Drive	Calderwood	2245	20	McNevin	Drive	Calderwood	2246	22	McNevin	Drive	Calderwood	2247	1	Flannery	Drive	Calderwood	2248	3	Flannery	Drive	Calderwood	2249	N/A	Cattle	Road	Calderwood
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PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 5 sheet(s)

Registered:  12.06.2018 Office Use Only Office Use Only

DP1214797

**PLAN OF SUBDIVISION OF LOT 2124
IN DP 1214796**

Subdivision Certificate number: Sc001/2018
Date of Endorsement: 22/05/2018

- 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.

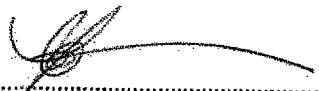
EXECUTED by **TAMARA RASMUSSEN**)
as attorney for **LIANA BOSCO SCURO** under)
registered power of attorney Book 4735)
No. 763 dated 19 August 2016 in the presence)
of:)

Bell

Signature of witness
ANNETTE BELL

Name of witness (block letters)
Level 2, 88 Phillip St
Parramatta NSW 2150
Address of witness

Administration
Occupation of witness


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

If space is insufficient use additional annexure sheet

Surveyor's Reference: 830117342 DP-08



Annexure C – Dealings for Lots comprising the Property

Annexure to Special Conditions
Calderwood Valley Stage 2A2

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

(Sheet 1 of 8 sheets)

Plan:

DP1255898

Plan of Subdivision of Lots 1, 2 & 3 in
DP 1248885 & Lots 2201, 2226 - 2236 &
2247 in DP 1214797 covered by
Shellharbour City Council Subdivision
Certificate No. *SC 0051/2019*
Dated *5/6/2019*

Full name and address of
proprietors of the land:

Liana Boscoscuro
Bushranger Parade
CALDERWOOD NSW 2527

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

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
1	Easement to Drain Water 1.75 wide (A)	32	Lot 2248 in DP 1214797 & Lots 2729 – 2739 in DP 1225474
2	Easement for Maintenance and Access 0.9 Wide (K)	21 22 24 26	22 23 25 27
3	Easement for Footings and Support 0.9 Wide (S)	29	30

PART 2 (Terms)

1. Terms of Easement to Drain Water 1.75 Wide (A) numbered 1 in plan

An Easement to Drain Water on the terms as set out in Part 3 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

Approved by:
Shellharbour City Council


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(Sheet 2 of 8 sheets)

Plan:

DP1255898

Plan of Subdivision of Lots 1, 2 & 3 in
DP 1248885 & Lots 2201, 2226 – 2236 &
2247 in DP 1214797 covered by
Shellharbour City Council Subdivision
Certificate No. *520051/2019*
Dated *5/6/2019*

THE AUTHORITY empowered to release, vary or modify the Easement numbered 1 in the plan is **SHELLHARBOUR CITY COUNCIL**.

- 2. Terms of Easement for Maintenance and Access 0.9 Wide (K) numbered 2 in the plan**
- 2.1** The Owner of a lot benefited and every person authorised by that person may, by any reasonable means:
- (a) access the lot burdened, but only within the Easement Site, for the purpose of doing anything reasonably necessary for the purpose of building, renewing, replacing, painting, repairing and maintaining the residential dwelling and associated structures adjacent to the Easement Site situated on the lot benefited that may or may not be built up to the boundary line adjacent to the lot burdened;
 - (b) provide a 650mm drop edge beam or similar retaining structure to all Zero Boundary construction walls, and if required to retaining walls also; and
 - (c) remain on the Easement Site for any reasonable time for the purpose outlined in clauses 2.1(a) and 5.1(b).
- 2.2** The Owner of a lot benefited and every person authorised by that person must:
- (a) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened whilst exercising the rights under this easement;
 - (b) comply with all reasonable directions by the Owner of the lot burdened in connection with the use of the Easement Site including, without limitation, any direction in respect of the hours and method of access; and
 - (c) except in an emergency, provide the Owner and any occupier of the lot burdened reasonable notice of the times and methods of access.
- 2.3** In exercising the powers granted under this easement, the Owner of a lot benefited must:
- (a) ensure all work is done properly;
 - (b) restore the Easement Site as nearly as is practicable to its former condition after any work has been carried out; and
 - (c) make good any collateral damage.
- 2.4** The owner of the burdened lot must not:
- (a) carry out any excavation or filling greater than 500 mm. Any excavation or filling shall be located and retained so as to not to impact on any adjoining drop edge

Approved by:
Shellharbour City Council



(Sheet 3 of 8 sheets)

Plan:
DP1255898

Plan of Subdivision of Lots 1, 2 & 3 in
DP 1248885 & Lots 2201, 2226 – 2236 &
2247 in DP 1214797 covered by
Shellharbour City Council Subdivision
Certificate No. *SC 0051/2019*
Dated *5/6/2019*

beam, building, structure or property;

- (b) erect any building or other structure of any kind other than eaves and gutter on the second or upper storey of any building; and
- (c) place any exposed obstructions, for example, water tanks, clothes lines, air conditioning pads or eaves but excepting any fascia and gutter on the ground floor.

2.5 This easement is only effective during any period within which a dwelling has been constructed within the lot benefited up to the zero lot line of the lot benefited.

2.6 For the purposes of this easement:

- (a) **Easement Site** means that part of the airspace of the lot burdened shown as (K) in the plan and being limited in depth so as not to encompass the building structure on the lot burdened;
- (b) **Owner** means a person who is entitled to an estate or interest in possession in a lot; and
- (c) **Zero Boundary** means a portion of the house or garage that is built within 200 mm of the side boundary.

3. **Terms of Easement for Footings and Support 0.9 Wide (S) numbered 3 in the plan:**

3.1 For the purposes of this easement:

- (a) **Easement Site** means that part of the lot burdened shown as (S) in the plan;
- (b) **Footing** means the footings component of the retaining wall;
- (c) **Owner** means a person who is entitled to an estate or interest in possession in a lot; and
- (d) **Retaining Wall** means the wall component of the retaining wall.

3.2 The Owner of the lot benefited:

- (a) may insist that the Footings that are located within the Easement Site on the lot burdened remain;
- (b) may insist that the Retaining Wall that is located within the Easement Site on the lot burdened remain;

Approved by:
Shellharbour City Council


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(Sheet 4 of 8 sheets)

Plan:

DP1255898

Plan of Subdivision of Lots 1, 2 & 3 in
DP 1248885 & Lots 2201, 2226 - 2236 &
2247 in DP 1214797 covered by
Shellharbour City Council Subdivision
Certificate No. *SC0051/2019*
Dated *5/6/2019*

- (c) may do anything reasonably necessary for that purpose including:
- (i) entering the lot burdened;
 - (ii) taking anything onto the lot burdened; and
 - (iii) carrying out work.
- 3.3 The Owner of the lot benefited:
- (a) must keep the Footing and that part of the Retaining Wall located on the lot benefited in good repair and safe condition;
 - (b) must not do anything which will detract from the support of the Retaining Wall;
 - (c) must not undertake earthworks that result in changes of greater than 100mm to the surface level within the lot benefited and ensure a minimum distance of 900mm from the lot boundary adjacent to the top of retaining wall, however temporary excavations required for the construction of a dwelling and services are permitted pursuant to clauses 8.5(a) and 8.5(b);
 - (d) may do anything reasonably necessary for that purpose including:
 - (i) entering the lot burdened;
 - (ii) taking anything onto the lot burdened; and
 - (iii) carrying out work.
- 3.4 The Owner of the lot burdened grants to the Owner of the lot benefited a right of support over that part of the lot burdened containing the Easement Site for the purpose of supporting the Retaining Wall.
- 3.5 The Owner of the lot burdened must:
- (a) not do anything which will detract from the support of the Retaining Wall, including the part of the Retaining Wall located on the lot burdened;
 - (b) keep that part of the Retaining Wall located on the lot burdened in good repair and safe condition;
 - (c) not undertake earthworks that result in changes of greater than 100mm to the surface level of the Easement Site, however temporary excavations required for the construction of a dwelling and services are permitted pursuant to clause 8.4(a); and
 - (d) allow the Owner of the lot benefited to enter that part of the lot burdened as is reasonably required and to remain there for any reasonable time for the purpose of

Approved by:
Shellharbour City Council



(Sheet 5 of 8 sheets)

Plan:
DP1255898

Plan of Subdivision of Lots 1, 2 & 3 in
DP 1248885 & Lots 2201, 2226 – 2236 &
2247 in DP 1214797 covered by
Shellharbour City Council Subdivision
Certificate No. *SC0051/2019*
Dated *5/6/2019*

carrying out any work necessary to ensure the support of the Retaining Wall and the lot benefited is maintained.

3.6 The Owner of the lot benefited, in exercising its rights under this easement must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened;
- (c) restore the lot burdened as nearly as practicable to its former condition; and
- (d) make good any collateral damage.

3.7 Except when urgent work is required, the Owner of the lot benefited must:

- (a) give the Owner of the lot burdened reasonable notice of intention to enter the lot burdened; and
- (b) only enter the lot burdened during times reasonably agreed with the Owner of the lot burdened.

THE AUTHORITY whose consent is required to release, vary or modify the Easement numbered 3 in the plan is **SHELLHARBOUR CITY COUNCIL**.

Approved by:
Shellharbour City Council



(Sheet 6 of 8 sheets)

Plan:

DP1255898

Plan of Subdivision of Lots 1, 2 & 3 in
DP 1248885 & Lots 2201, 2226 - 2236 &
2247 in DP 1214797 covered by
Shellharbour City Council Subdivision
Certificate No. *SC 0051 / 2019*
Dated *5/6/2019*

EXECUTED by ARTHUR ILIAS)
as attorney for LIANA BOSCOURO under)
registered power of attorney Book ~~4717~~ No. ~~823~~)
dated ~~4 December 2016~~ in the presence of: *763*)
19 August 2016)

Ann

Signature of witness

ANNETTE BELL

Name of witness (block letters)

Level 2, 88 Phillip St
Parramatta NSW 2150

Address of witness

Team Administrator
Occupation of witness

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

Approved by:
Shellharbour City Council


[Signature]

(Sheet 7 of 8 sheets)

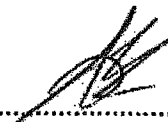
Plan:
DP1255898

Plan of Subdivision of Lots 1, 2 & 3 in
DP 1248885 & Lots 2201, 2226 – 2236 &
2247 in DP 1214797 covered by
Shellharbour City Council Subdivision
Certificate No. 50051/2019
Dated 5/6/2019

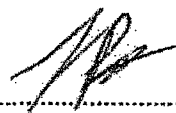
EXECUTED by ARTHUR ILIAS)
as attorney for **LENLEASE COMMUNITIES**)
(CALDERWOOD) PTY LIMITED (ACN 079 989)
674) under registered power of attorney Book)
4717 No.923 dated 1 December 2016 in the)
presence of:)


.....
Signature of witness

ANNETTE BELL
.....
Name of witness (block letters)


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

Approved by:
Shellharbour City Council


.....

(Sheet 8 of 8 sheets)

Plan:

DP1255898

Plan of Subdivision of Lots 1, 2 & 3 in
DP 1248885 & Lots 2201, 2226 – 2236 &
2247 in DP 1214797 covered by
Shellharbour City Council Subdivision
Certificate No. SC0051/2019
Dated 5/6/2019

EXECUTED on behalf of **SHELLHARBOUR CITY COUNCIL** by its authorised delegate pursuant

to s.377 of Local Government Act 1993 No 30




Signature of Delegate

Luke Preston

Name of Delegate (print)

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



Signature of Witness

Dean Neaton

Name of Witness

Core of Cardno

Address of Witness

REGISTERED



28.10.2019

Approved by:
Shellharbour City Council


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

(Sheet 1 of 15 sheets)

Plan: **DP1214797**

Plan of Subdivision of Lot 2124 in DP1214796
 covered by Shellharbour City Council
 Subdivision Certificate No. *SC021/2018*
 Dated *22/07/2018*

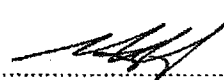
Full name and address of
 proprietors of the land:

Liana Boscoscuro
 299 North Macquarie Road
 CALDERWOOD NSW 2527

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 Wide (A)	2213 2212 2211 2210 2209	2214 2213 & 2214 2212, 2213 and 2214 2211 – 2214 (incl.) 2210 – 2214 (incl.)
2	Easement to Drain Water 1.5 1.75 Wide (A1)	2247	2248 & Part 2249 Designated "R"
3	Easement to Drain Water 2.5 Wide & Variable (B)	2216 2217 2223 2224 2225 2248	2215 2215 & 2216 2209 – 2214 (incl.) 2223 & 2209 – 2214 (incl.) 2223, 2224 & 2209 – 2214 (incl.) Part 2249 Designated "R"
4	Easement to Drain Water 3 Wide (B1)	2206 2205 2204 2203 2202	Part 2249 Designated "Q" 2206 & Part 2249 Designated "Q" 2205, 2206 & Part 2249 Designated "Q" 2204, 2205, 2206 & Part 2249 Designated "Q" 2203-2206 (incl.) & Part 2249 Designated "Q"
5	Easement for Padmount Substation 2.75 wide (C)	2218	Epsilon Distribution Ministerial Holding Corporation

Approved by:
 Shellharbour City Council



ePlan

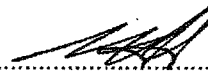
(Sheet 2 of 15 sheets)

Plan: **DP1214797**

Plan of Subdivision of Lot 2124 in DP1214796
 covered by Shellharbour City Council
 Subdivision Certificate No. *SC003/2018*
 Dated *22/05/2018*

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
			ABN 59 253 130 878
6	Restriction on Use of Land (D)	Part 2217 & Part 2218 Designated (D)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
7	Restriction on Use of Land (E)	Part 2216, Part 2217 & Part 2218 Designated (E)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
8	Easement for Maintenance and Access 0.9 Wide (K)	2202 2204 2207 2209 2210 2211 2212 2217 2220 2221 2222 2223 2224 2225 2226 2227 2229 2231 2238 2239 2241 2242 2243 2244	2203 2205 2208 2210 2211 2212 2213 2216 2219 2220 2221 2222 2223 2224 2227 2228 2230 2232 2239 2240 2242 2243 2244 2245
9	Restriction on Use of Land	2201 – 2248 (incl.)	Shellharbour City Council
10	Restriction on Use of Land	2201 – 2248 (incl.)	Every other lot

Approved by:
 Shellharbour City Council



Plan: **DP1214797**

Plan of Subdivision of Lot 2124 in DP1214796
 covered by Shellharbour City Council
 Subdivision Certificate No. *SC002/12018*
 Dated *22/05/2018*

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
11	Easement for Footings and Support 0.9 Wide (S)	<i>2201</i> 2203 2205 2206 2207 2208 2213 2215 2218 2219 2228 2234 2236 2237 2247 2248	<i>2201</i> 2204 2206 Part 2249 Designated "P1" 2209 2225 2214 2214 2214, 2216 and 2217 2218 2229 2235 2237 2238 2248 Part 2249 Designated "P2"
12	Easement for Footings and Support 2.5 wide (S1)	2237 – 2246 (incl.)	Part 2249 Designated "P3"
13	Restriction on Use of Land	2201 – 2248 (incl.)	Shellharbour City Council
14	Positive Covenant	2201 – 2248 (incl.)	Shellharbour City Council
15	Positive Covenant	2226 – 2236 (incl.) & 2247	Shellharbour City Council
16	Restriction on Use of Land	2201 – 2248 (incl.)	Shellharbour City Council

PART 2 (Terms)

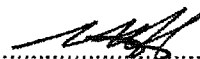
1.75

1. Terms of Easement to Drain Water 1.5 Wide (A) numbered 1 in plan, Easement to Drain Water ~~1.5~~ Wide (A1) numbered 2 in the plan, Easement to Drain Water 2.5 Wide & Variable numbered 3 in the plan and Easement to Drain Water 3 Wide (B1) numbered 4 in plan.

An Easement to Drain Water on the terms as set out in Part 3 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

THE AUTHORITY empowered to release, vary or modify the Easements numbered 1, 2, 3

Approved by:
 Shellharbour City Council



Plan: **DP1214797**

Plan of Subdivision of Lot 2124 in DP1214796
covered by Shellharbour City Council
Subdivision Certificate No. *SC008/2018*
Dated *22/07/2018*

and 4 in the plan is **SHELLHARBOUR CITY COUNCIL**.

2. Terms of Easement for Padmount Substation 2.75 Wide (C) numbered 5 in the Plan:

The terms set out in Memorandum No AK104621 registered at NSW Land Registry Services are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

3. Terms of Restriction on Use of Land (D) numbered 6 in the plan:

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:

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 authority benefited 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

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Shellharbour City Council



Plan: **DP1214797**

Plan of Subdivision of Lot 2124 in DP1214796
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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.

4. Terms of Restriction on Use of Land (E) numbered 7 in the plan

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 shall be erected or permitted to remain within the restriction site.

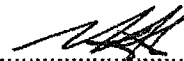
3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System

3.1 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 distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation 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 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.

THE AUTHORITY whose consent is required to release, vary or modify the Easements and Restrictions on Use of Land numbered 5, 6 and 7 in the plan is **EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 59 253 130 878**. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

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Shellharbour City Council



(Sheet 6 of 15 sheets)

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- 5. Terms of Easement for Maintenance and Access 0.9 Wide (K) numbered 8 in the plan**
- 5.1 The Owner of a lot benefited and every person authorised by that person may, by any reasonable means:
- (a) access the lot burdened, but only within the Easement Site, for the purpose of doing anything reasonably necessary for the purpose of building, renewing, replacing, painting, repairing and maintaining the residential dwelling and associated structures adjacent to the Easement Site situated on the lot benefited that may or may not be built up to the boundary line adjacent to the lot burdened;
 - (b) provide a 650mm drop edge beam or similar retaining structure to all Zero Boundary construction walls, and if required to retaining walls also; and
 - (c) remain on the Easement Site for any reasonable time for the purpose outlined in clauses 5.1(a) and 5.1(b).
- 5.2 The Owner of a lot benefited and every person authorised by that person must:
- (a) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened whilst exercising the rights under this easement;
 - (b) comply with all reasonable directions by the Owner of the lot burdened in connection with the use of the Easement Site including, without limitation, any direction in respect of the hours and method of access; and
 - (c) except in an emergency, provide the Owner and any occupier of the lot burdened reasonable notice of the times and methods of access.
- 5.3 In exercising the powers granted under this easement, the Owner of a lot benefited must:
- (a) ensure all work is done properly;
 - (b) restore the Easement Site as nearly as is practicable to its former condition after any work has been carried out; and
 - (c) make good any collateral damage.
- 5.4 The owner of the burdened lot must not:
- (a) carry out any excavation or filling greater than 500 mm. Any excavation or filling shall be located and retained so as to not to impact on any adjoining drop edge beam, building, structure or property;
 - (b) erect any building or other structure of any kind other than eaves and gutter on the second or upper storey of any building; and
 - (c) place any exposed obstructions, for example, water tanks, clothes lines, air

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Plan: **DP1214797**

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conditioning pads or eaves but excepting any fascia and gutter on the ground floor.

5.5 This easement is only effective during any period within which a dwelling has been constructed within the lot benefited up to the zero lot line of the lot benefited.

5.6 For the purposes of this easement:

- (a) **Easement Site** means that part of the airspace of the lot burdened shown as (K) in the plan and being limited in depth so as not to encompass the building structure on the lot burdened;
- (b) **Owner** means a person who is entitled to an estate or interest in possession in a lot; and
- (c) **Zero Boundary** means a portion of the house or garage that is built within 200 mm of the side boundary.

6. Terms of Restriction on Use of Land numbered 9 in the plan

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

- (a) prepared by a suitably qualified Structural and/or Civil Engineer with reference made to the "Report on Lot Classification – Proposed Residential Subdivision Stage 2A2 and 2A3 Calderwood Valley, Calderwood" Version 48742.58.R.001 dated May 2018 prepared by Douglas Partners Pty Ltd; and
- (b) approved by Shellharbour City Council or a Private Certifier as defined in the Environmental Planning and Assessment Act 1979 (as amended).

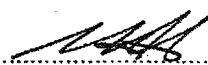
THE AUTHORITY whose consent is required to release, vary or modify the Restriction on the Use of Land numbered 9 in the plan is **SHELLHARBOUR CITY COUNCIL**.

7. Terms of Restriction on Use of Land numbered 10 in the plan:

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

THE PARTY whose consent is required to release, vary or modify the Restriction on Use of Land numbered 10 in the plan is **LENLEASE COMMUNITIES (CALDERWOOD) PTY LIMITED ACN 079 989 674** whilst ever it owns any lot or any part of any lot in the registered plan and for a period of two (2) years thereafter, and after that time

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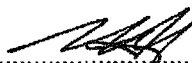
Plan: **DP1214797**

Plan of Subdivision of Lot 2124 in DP1214796
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SHELLHARBOUR CITY COUNCIL.

- 8. Terms of Easement for Footings and Support 0.9 Wide (S) and Easement for Footings and Support 2.5 Wide (S1) numbered 11 and 12 in the plan:**
- 8.1 For the purposes of this easement:**
- (a) **Easement Site** means that part of the lot burdened shown as (S) in the plan;
 - (b) **Footing** means the footings component of the retaining wall;
 - (c) **Owner** means a person who is entitled to an estate or interest in possession in a lot; and
 - (d) **Retaining Wall** means the wall component of the retaining wall.
- 8.2 The Owner of the lot benefited:**
- (a) may insist that the Footings that are located within the Easement Site on the lot burdened remain;
 - (b) may insist that the Retaining Wall that is located within the Easement Site on the lot burdened remain;
 - (c) may do anything reasonably necessary for that purpose including:
 - (i) entering the lot burdened;
 - (ii) taking anything onto the lot burdened; and
 - (iii) carrying out work.
- 8.3 The Owner of the lot benefited:**
- (a) must keep the Footing and that part of the Retaining Wall located on the lot benefited in good repair and safe condition;
 - (b) must not do anything which will detract from the support of the Retaining Wall;
 - (c) must not undertake earthworks that result in changes of greater than 100mm to the surface level within the lot benefited and ensure a minimum distance of 900mm from the lot boundary adjacent to the top of retaining wall, however temporary excavations required for the construction of a dwelling and services are permitted pursuant to clauses 8.5(a) and 8.5(b);
 - (d) may do anything reasonably necessary for that purpose including:
 - (i) entering the lot burdened;

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Plan: **DP1214797**

Plan of Subdivision of Lot 2124 in DP1214796
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- (ii) taking anything onto the lot burdened; and
- (iii) carrying out work.

8.4 The Owner of the lot burdened grants to the Owner of the lot benefited a right of support over that part of the lot burdened containing the Easement Site for the purpose of supporting the Retaining Wall.

8.5 The Owner of the lot burdened must:

- (a) not do anything which will detract from the support of the Retaining Wall, including the part of the Retaining Wall located on the lot burdened;
- (b) keep that part of the Retaining Wall located on the lot burdened in good repair and safe condition;
- (c) not undertake earthworks that result in changes of greater than 100mm to the surface level of the Easement Site, however temporary excavations required for the construction of a dwelling and services are permitted pursuant to clause 8.4(a); and
- (d) allow the Owner of the lot benefited to enter that part of the lot burdened as is reasonably required and to remain there for any reasonable time for the purpose of carrying out any work necessary to ensure the support of the Retaining Wall and the lot benefited is maintained.

8.6 The Owner of the lot benefited, in exercising its rights under this easement must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened;
- (c) restore the lot burdened as nearly as practicable to its former condition; and
- (d) make good any collateral damage.

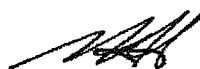
8.7 Except when urgent work is required, the Owner of the lot benefited must:

- (a) give the Owner of the lot burdened reasonable notice of intention to enter the lot burdened; and
- (b) only enter the lot burdened during times reasonably agreed with the Owner of the lot burdened.

THE AUTHORITY whose consent is required to release, vary or modify the Easement numbered 11 and 12 in the plan is **SHELLHARBOUR CITY COUNCIL**.

9. Terms of Restriction on Use of Land numbered 13 in the plan

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(Sheet 10 of 15 sheets)

Plan: **DP1214797**

Plan of Subdivision of Lot 2124 in DP1214796
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The Owner of the lot burdened must not carry out any development on the lot burdened unless the design, approval and construction of a dwelling and any associated ancillary structure on the lot burdened complies with the bushfire protection construction provisions within the current version of AS3959 Construction of Buildings in bushfire-prone areas including any related variation to the standard such as the bushfire attack assessment methodology or construction provisions as mandated by all relevant authorities.

THE AUTHORITY whose consent is required to release, vary or modify the Restriction on Use of Land numbered 13 in the plan is **SHELLHARBOUR CITY COUNCIL**.

10. Terms of Positive Covenant numbered 14 in the plan

All lots burdened must have landscaping and vegetative fuels managed in accordance with an Inner Protection Area standard as outlined within section 4.1.3 and Appendix 5 of the "Planning for Bushfire Protection 2006" and the "Standards for Asset Protection Zones" published by the NSW Rural Fire Service.

THE AUTHORITY whose consent is required to release, vary or modify the Positive Covenant numbered 14 in the plan is **SHELLHARBOUR CITY COUNCIL**.

11. Terms of Positive Covenant numbered 15 in the plan:

11.1 An Owner of a lot burdened must construct a Boulevard Wall Fence.

11.2 Notwithstanding clause 11.1, an Owner of a lot burdened which constructs a Multi Storey Building must also comply with the Category 3 Architectural Requirements.

11.3 For the purposes of this positive covenant:

- (a) **Boulevard Wall Fence** means an acoustic fence constructed in accordance with the Design Guidelines;
- (b) **Category 3 Architectural Requirements** means the architectural requirements outlined in the RTNIA Report;
- (c) **Design Guidelines** means the 'Calderwood Valley Home Design Guidelines' and ancillary building envelope plan which regulate building and ancillary landscaping work within the Calderwood Development as may be varied from time to time;
- (d) **Multi-Storey Building** means a building constructed on a lot which contains two or more storeys; and
- (e) **RTNIA Report** means "Road Traffic Noise Impact Assessment – Calderwood Valley Estate, North Macquarie Residential Sub-Division Stage 2A2" Report F035_8201504026 Version 06 dated 14 December 2016 prepared by Cardno.

THE AUTHORITY whose consent is required to release, vary or modify the Positive Covenant numbered 15 in the plan is **SHELLHARBOUR CITY COUNCIL**.

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12. Terms of RESTRICTION ON THE USE OF LAND numbered 16 in the Plan

- 12.1 The lot burdened must not be used for any purpose other than as a site for residential purposes.
- 12.2 The Owner of the burdened lot must not construct a residential dwelling on the burdened lot unless the residential dwelling and any ancillary landscaping and fencing complies with:
- (a) the Design Guidelines which Lendlease Communities, as the original developer, may apply to the lot burdened from time to time; and
 - (b) any other conditions required by any relevant consent authority.
- 12.3 This restriction on the use of land expires and has no further force or effect on and from the Date of Compliance.
- 12.4 This restriction does not apply to any lot burdened whilst Lendlease Communities is the Owner or appointed developer of that lot.
- 12.5 The Owner of the burdened lot must not subdivide the burdened lot unless the burdened lot is a Gallery Lot, in which the restriction on subdivision does not apply.
- 12.6 The Owner of a burdened lot must not:
- (a) erect any retaining wall which will be publicly visible or which has a proposed height in excess of 900mm on the burdened lot unless it is a masonry retaining wall; and
 - (b) construct a building on the burdened lot which has a two storey zero lot line wall. The second or upper storey dwelling component on the burdened lot above the single storey zero lot line wall must be set back a minimum distance of 900mm from the lot boundary other than an upper storey eaves and gutter components which must be set back a minimum of 450mm from the boundary of the burdened lot.
- 12.7 If the burdened lot contains a retaining wall, the Owner of the burdened lot must not construct a building on the burdened lot unless the building is set back a minimum distance of 900mm from the lot boundary adjacent to the retaining wall. A larger set back may be required if stated in the building envelope plan for the burdened lot.
- 12.8 The Owner must not lease or transfer the burdened lot until the later of:
- (a) the date an Occupation Certificate is issued;
 - (b) the date of completion of the landscaping, external lighting and fencing on the lot burdened in compliance with the Design Guidelines,
- unless such transfer was made by an executor of the will or the administrator of the estate of the Owner to a person entitled to the burdened lot under the will or upon

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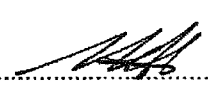
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the intestacy of the Owner.

12.9 For the purposes of this restriction:

- (a) **Design Guidelines** means the 'Calderwood Valley Home Design Guidelines' and ancillary building envelope plan which regulate building and ancillary landscaping work within the Calderwood Development as may be varied from time to time;
- (b) **Date of Compliance** means the later of:
 - (i) the date an Occupation Certificate is issued;
 - (ii) the date of completion of the landscaping, external lighting and fencing on the lot burdened in compliance with the Design Guidelines; and
 - (iii) the date that is 3 years after the date on which Lendlease Communities no longer owns any land within the Calderwood Development;
- (c) **Gallery Lot** means lots 2214 and 2217;
- (d) **Lendlease Communities** means Lendlease Communities (Calderwood) Pty Limited ACN 079 898 674;
- (e) **Occupation Certificate** means the final occupation certificate issued by the consent authority under section 109H(1A(b)) of the *Environmental Planning and Assessment Act 1979 (NSW)* for the whole of the residential dwelling constructed on the lot burdened; and
- (f) **Owner** means a person who is entitled to an estate or interest in possession in a lot.

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Plan: **DP1214797**

Plan of Subdivision of Lot 2124 in DP1214796
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Subdivision Certificate No. *50081/2018*
Dated *22/05/2018*

EXECUTED by **TAMARA RASMUSSEN**)
as attorney for **LIANA BOSCOURO** under)
registered power of attorney Book 4735 No.763)
dated ~~22 November 2017~~ in the presence of:)
19 AUGUST 2016)

Bell

.....
Signature of witness

ANNETTE BELL

.....
Name of witness (block letters)

Level 2, 88 Phillip St
Parramatta NSW 2150

.....
Address of witness

Administration

.....
Occupation of witness

[Signature]
.....
By executing this instrument the attorney
states that the attorney has received no
notice of revocation of the power of attorney

Approved by:
Shellharbour City Council

[Signature]
.....

ePlan

(Sheet 14 of 15 sheets)


Plan: **DP1214797**

Plan of Subdivision of Lot 2124 in DP1214796
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Dated *22/05/2018*

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

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

Signature of witness:




Name of witness:

Loren Vincent

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

Helen Smith
Manager Property & Fleet

Power of attorney:

Book 4734 No 883

Signing on behalf of:

Endeavour Energy Network Asset
Partnership ABN 30 586 412 717

Endeavour Energy reference:

URS17749

Date of signature:

23 April 2018

Approved by:
Shellharbour City Council


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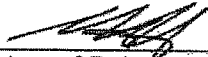
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Dated *22/05/2018*


EXECUTED on behalf of **SHELLHARBOUR CITY COUNCIL** by its authorised delegate pursuant

to s.377 of Local Government Act 1993 No 30


Signature of Delegate

SCOTT HANVERT
Name of Delegate (print)

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


Signature of Witness

BERNARD HOWARD
Name of Witness

C/- SHELLHARBOUR CITY COUNCIL
Address of Witness

Approved by:
Shellharbour City Council

S:7729207_8 P1M

REGISTERED



12.06.2018



Annexure D – S 10.7(2) & (5) Certificates

Annexure to Special Conditions
Calderwood Valley Stage 2A2

Applicant:

Info Track Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

ecertificates@infotrack.com.au

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

Applicants Reference: 1274066

Certificate No: PL1937/2019

Print Date: 16 October 2019

LAND DESCRIPTION:

17 Butterfactory Drive CALDERWOOD NSW 2527

Lot 2227 DP 1214797

Land ID: 34619

Disclaimer

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

Title Information

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

Inspection of the land

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

PART A: INFORMATION PROVIDED UNDER SECTION 10.7 (2)

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

1. Name of Relevant Planning Instruments and DCPs

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

Local Environmental Plan

There are no Local Environmental Plans.

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

State Environmental Planning Policies

SEPP No 21 - Caravan Parks.

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

SEPP No 33 - Hazardous & Offensive Development.

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

SEPP No 36 - Manufactured Home Estates.

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

SEPP No 50 - Canal Estate Developments.

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

SEPP No 55 - Remediation Of Land.

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

SEPP No 64 - Advertising And Signage.

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

.....
SEPP No 65 - Design Quality Of Residential Flat Development.

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

SEPP No 70 - Affordable Housing (Revised Schemes).

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

SEPP - Building Sustainability Index: Basix 2004.

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

SEPP - (State Significant Precincts) 2005.

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

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

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

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

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

SEPP - (Infrastructure) 2007.

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

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

-
- e) development of minimal environmental impact as exempt development), and identifying matters to be considered in the assessment of development adjacent to particular types of infrastructure development, and
 - f) providing for consultation with relevant public authorities about certain development during the assessment process or prior to development commencing.

SEPP - (Exempt & Complying Development Codes) 2008.

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

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

The aims of this Policy are as follows:

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

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

The SEPP aims to:

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

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

This Policy aims to:

- a) to provide that the erection of temporary structures is permissible with consent across the State,
- b) to ensure that suitable provision is made for ensuring the safety of persons using temporary structures,
- c) to encourage the protection of the environment at the location, and in the vicinity, of temporary structures by specifying relevant matters for consideration,

-
- d) to provide that development comprising the subdivision of land, the erection of a building or the demolition of a building, to the extent to which it does not already require development consent under another environmental planning instrument, cannot be carried out except with development consent.

SEPP - (State Significant Precincts) 2005 Part 28 Calderwood Site.

This SEPP contains land use zones and other planning controls apply to the land. It repeals Shellharbour Local Environmental Plan 2000 and Shellharbour Rural Local Environmental Plan 2004.

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

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

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

The aims of this Policy are to:

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

Deemed SEPP's (Regional Environmental Plans)

No Deemed SEPPs apply to the land.

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

Planning Proposal - Local Environmental Plan

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

Draft State Environmental Planning Policies

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

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

- Introduce new definitions to provide clarity and certainty;
- Clarify the policy intent in the case of minor inconsistencies;
- Improve existing diagrams to ensure they adequately reflect the

.....
development standards; and

- Correct minor drafting errors including incorrect clause references.

Full details can be found at www.planning.nsw.gov.au

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

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

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

Full details of the Standard Instrument LEP and State Environmental Planning Policy changes can be found on the website of the NSW Department of Planning & Environment www.planning.nsw.gov.au

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

Calderwood Urban Development Project Development Control Plan 2013.

Draft Exhibited Development Control Plan

No exhibited draft Development Control Plans apply to the land.

Technical Policies

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

Exhibited Technical Policies

There are no Exhibited Technical Policies on this land.

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

2. ZONING AND LAND USE UNDER RELEVANT LEPs

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

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

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

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

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

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

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

Exceptions

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

2.4 For what purposes is development prohibited within the zone?

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

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

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

2.6 Does the land include or comprise a critical habitat?

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

2.7 Is the land in a conservation area?

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

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

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

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

This clause does not apply to the land.

3. COMPLYING DEVELOPMENT

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

Housing Code

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

Rural Housing Code

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

Greenfield Housing Code

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

Housing Alterations Code

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

.....
General Development Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

Subdivisions Code

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

Demolition Code

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

Fire Safety Code

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

Container Recycling Facilities Code

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

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

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

Not applicable.

5. **MINE SUBSIDENCE**

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

No.

.....
6. ROAD WIDENING AND ROAD REALIGNMENT

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

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

No.

(B) Any environmental planning instrument?

No.

(C) Any resolution of the Council?

No.

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

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

7.1 Landslip

No.

7.2 Bushfire

No.

7.3 Tidal Inundation

No.

7.4 Subsidence

No.

7.5 Acid Sulphate Soils

No.

7.6 Any other risk

No.

.....
7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

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

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

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

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

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

8. LAND RESERVED FOR ACQUISITION

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

SEPP Calderwood - No.

.....
9. **CONTRIBUTIONS PLAN**

9.1 Which contributions plan/s apply to the land?

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

9A **BIODIVERSITY CERTIFIED LAND**

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

No.

10. **BIODIVERSITY STEWARDSHIP SITES**

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

No.

10A **NATIVE VEGETATION CLEARING SET ASIDES**

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

No.

11. **BUSH FIRE PRONE LAND**

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

No.

12. **PROPERTY VEGETATION PLANS**

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

No.

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

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

No.

.....
14. DIRECTIONS UNDER PART 3A

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

No.

15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

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

No.

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

No.

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

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

No.

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

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

No.

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

No.

.....
18. PAPER SUBDIVISION INFORMATION

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

Not applicable.

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

Not applicable.

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

19. SITE VERIFICATION CERTIFICATES

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

No.

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

Not applicable.

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

20. LOOSE-FILL ASBESTOS INSULATION

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

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

21. AFFECTED BUILDING NOTICES PRODUCT RECTIFICATION ORDERS

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

No

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

No

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

No

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

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

No.

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

No.

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

No.

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

No.

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

No.

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

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

PART B: NOTATIONS

There are no Part B notations on this property.

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

NOTE:

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

Endangered Ecological Community & Threatened Species.

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

Other Items

Planning Agreement-Sec 93F of the EPA

Agreement pursuant to Section 93F of the *Environmental Planning & Assessment Act 1979* has been entered into on this land. A copy is available on Council's website.

Filling

Council's records show that during the course of subdivision the subject land has been filled or partially filled under controlled conditions. This information was accurate at the time of subdivision release and Council suggests that when construction on lots has started the lot classification may change from the original advice. The services of a suitably qualified Consulting Engineer should be obtained.

Flooding

Calderwood Urban Development Project - Information produced by consultants engaged by the developer during the Land & Environment Court case: "Lend Lease Communities (Australia) Limited v Minister for Planning and Infrastructure, Shellharbour City Council and Wollongong City Council", indicates that the land is not flood prone. The Land & Environment Court granted conditional development consent to the subdivision of this land. However, Council is in the process of preparing a Floodplain Risk Management Study and Plan for Macquarie Rivulet and advice related to flooding and flood risk may change upon Council's adoption of new flood information. For further information, please contact Council's Technical Services Department on 4221 6111.

Precinct Development Strategy

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

Development Consents Relating To The Land

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

.....
Constraints

OBSTACLE LIMITATION SURFACE: 52M AHD.

The land is subject to a 52M AHD Obstacle Limitation Surface due to operational requirements of Illawarra regional Airport. Special consideration should be given to any structure which breaches this level. Contact the Assets Manager for further details.

OBSTACLE LIMITATION SURFACE: GRADED 52M - 127M AHD.

The land is subject to a graded 52M - 127M AHD Obstacle Limitation Surface due to operational requirements of the Illawarra Regional Airport. Special consideration should be given to any structure which breaches these levels. Contact the Assets Manager for further details.

Floor Level Restrictions - Refer Subdivision Engineer.

Information regarding loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for further information.

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

**Carey McIntyre
General Manager**

C J McIntyre

Applicant:

Info Track Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

ecertificates@infotrack.com.au

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

Applicants Reference: 1274066

Certificate No: PL1945/2019

Print Date: 16 October 2019

LAND DESCRIPTION:

Escarpment Drive CALDERWOOD NSW 2527

Lot 2 DP 1248885

Land ID: 35910

Disclaimer

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

Title Information

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

Inspection of the land

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

PART A: INFORMATION PROVIDED UNDER SECTION 10.7 (2)

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

1. Name of Relevant Planning Instruments and DCPs

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

Local Environmental Plan

There are no Local Environmental Plans.

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

State Environmental Planning Policies

SEPP No 21 - Caravan Parks.

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

SEPP No 33 - Hazardous & Offensive Development.

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

SEPP No 36 - Manufactured Home Estates.

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

SEPP No 50 - Canal Estate Developments.

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

SEPP No 55 - Remediation Of Land.

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

SEPP No 64 - Advertising And Signage.

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

SEPP No 65 - Design Quality Of Residential Flat Development.

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

SEPP No 70 - Affordable Housing (Revised Schemes).

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

SEPP - Building Sustainability Index: Basix 2004.

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

SEPP - (State Significant Precincts) 2005.

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

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

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

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

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

SEPP - (Infrastructure) 2007.

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

- a) improving regulatory certainty and efficiency through a consistent planning regime for infrastructure and the provision of services, and
- b) providing greater flexibility in the location of infrastructure and service facilities, and
- c) allowing for the efficient development, redevelopment or disposal of surplus government owned land, and
- d) identifying the environmental assessment category into which different types of

-
- infrastructure and services development fall (including identifying certain development of minimal environmental impact as exempt development), and
 - e) identifying matters to be considered in the assessment of development adjacent to particular types of infrastructure development, and
 - f) providing for consultation with relevant public authorities about certain development during the assessment process or prior to development commencing.

SEPP - (Exempt & Complying Development Codes) 2008.

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

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

The aims of this Policy are as follows:

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

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

The SEPP aims to:

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

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

This Policy aims to:

- a) to provide that the erection of temporary structures is permissible with consent across the State,
- b) to ensure that suitable provision is made for ensuring the safety of persons using temporary structures,
- c) to encourage the protection of the environment at the location, and in the

.....
vicinity, of temporary structures by specifying relevant matters for consideration,
d) to provide that development comprising the subdivision of land, the erection of
a building or the demolition of a building, to the extent to which it does not
already require development consent under another environmental planning
instrument, cannot be carried out except with development consent.

SEPP - (State Significant Precincts) 2005 Part 28 Calderwood Site.

This SEPP contains land use zones and other planning controls apply to the land. It
repeals Shellharbour Local Environmental Plan 2000 and Shellharbour Rural Local
Environmental Plan 2004.

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

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

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

The aims of this Policy are to:

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

Deemed SEPP's (Regional Environmental Plans)

No Deemed SEPPs apply to the land.

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

Planning Proposal - Local Environmental Plan

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

Draft State Environmental Planning Policies

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

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

- Introduce new definitions to provide clarity and certainty;
- Clarify the policy intent in the case of minor inconsistencies;

-
- Improve existing diagrams to ensure they adequately reflect the development standards; and
 - Correct minor drafting errors including incorrect clause references.

Full details can be found at www.planning.nsw.gov.au

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

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

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

Full details of the Standard Instrument LEP and State Environmental Planning Policy changes can be found on the website of the NSW Department of Planning & Environment www.planning.nsw.gov.au

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

Calderwood Urban Development Project Development Control Plan 2013.

Draft Exhibited Development Control Plan

No exhibited draft Development Control Plans apply to the land.

Technical Policies

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

Exhibited Technical Policies

There are no Exhibited Technical Policies on this land.

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

2. ZONING AND LAND USE UNDER RELEVANT LEPs

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

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

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

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

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

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

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

Exceptions

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

2.4 For what purposes is development prohibited within the zone?

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

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

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

2.6 Does the land include or comprise a critical habitat?

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

2.7 Is the land in a conservation area?

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

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

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

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

This clause does not apply to the land.

3. **COMPLYING DEVELOPMENT**

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

3.2 The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

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

Housing Code

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

Rural Housing Code

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

Greenfield Housing Code

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

Housing Alterations Code

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

.....
General Development Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

Subdivisions Code

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

Demolition Code

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

Fire Safety Code

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

Container Recycling Facilities Code

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

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

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

Not applicable.

5. **MINE SUBSIDENCE**

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

No.

.....
6. ROAD WIDENING AND ROAD REALIGNMENT

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

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

No.

(B) Any environmental planning instrument?

No.

(C) Any resolution of the Council?

No.

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

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

7.1 Landslip

No.

7.2 Bushfire

No.

7.3 Tidal Inundation

No.

7.4 Subsidence

No.

7.5 Acid Sulphate Soils

No

7.6 Any other risk

No.

.....
7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

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

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

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

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

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

8. LAND RESERVED FOR ACQUISITION

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

SEPP Calderwood - No.

.....
9. **CONTRIBUTIONS PLAN**

9.1 Which contributions plan/s apply to the land?

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

9A **BIODIVERSITY CERTIFIED LAND**

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

No.

10. **BIODIVERSITY STEWARDSHIP SITES**

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

No.

10A **NATIVE VEGETATION CLEARING SET ASIDES**

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

No.

11. **BUSH FIRE PRONE LAND**

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

No.

12. **PROPERTY VEGETATION PLANS**

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

No.

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

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

No.

.....
14. DIRECTIONS UNDER PART 3A

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

No.

15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

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

No.

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

No.

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

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

No.

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

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

No.

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

No.

.....
18. PAPER SUBDIVISION INFORMATION

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

Not applicable.

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

Not applicable.

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

19. SITE VERIFICATION CERTIFICATES

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

No.

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

Not applicable.

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

20. LOOSE-FILL ASBESTOS INSULATION

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

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

21. AFFECTED BUILDING NOTICES PRODUCT RECTIFICATION ORDERS

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

No

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

No

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

No

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

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

No.

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

No.

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

No.

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

No.

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

No.

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

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

PART B: NOTATIONS

There are no Part B notations on this property.

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

NOTE:

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

Endangered Ecological Community & Threatened Species.

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

Other Items

Planning Agreement-Sec 93F of the EPA

Agreement pursuant to Section 93F of the *Environmental Planning & Assessment Act 1979* has been entered into on this land. A copy is available on Council's website.

Filling

Council's records show that during the course of subdivision the subject land has been filled or partially filled under controlled conditions. This information was accurate at the time of subdivision release and Council suggests that when construction on lots has started the lot classification may change from the original advice. The services of a suitably qualified Consulting Engineer should be obtained.

Flooding

Calderwood Urban Development Project - Information produced by consultants engaged by the developer during the Land & Environment Court case: "Lend Lease Communities (Australia) Limited v Minister for Planning and Infrastructure, Shellharbour City Council and Wollongong City Council", indicates that the land is not flood prone. The Land & Environment Court granted conditional development consent to the subdivision of this land. However, Council is in the process of preparing a Floodplain Risk Management Study and Plan for Macquarie Rivulet and advice related to flooding and flood risk may change upon Council's adoption of new flood information. For further information, please contact Council's Technical Services Department on 4221 6111.

Precinct Development Strategy

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

Development Consents Relating To The Land

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

.....
Constraints

OBSTACLE LIMITATION SURFACE: 52M AHD.

The land is subject to a 52M AHD Obstacle Limitation Surface due to operational requirements of Illawarra regional Airport. Special consideration should be given to any structure which breaches this level. Contact the Assets Manager for further details.

OBSTACLE LIMITATION SURFACE: GRADED 52M - 127M AHD.

The land is subject to a graded 52M - 127M AHD Obstacle Limitation Surface due to operational requirements of the Illawarra Regional Airport. Special consideration should be given to any structure which breaches these levels. Contact the Assets Manager for further details.

Floor Level Restrictions - Refer Subdivision Engineer.

Information regarding loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for further information.

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

**Carey McIntyre
General Manager**

C J M McIntyre



Annexure E – Sewerage Diagram

Annexure to Special Conditions
Calderwood Valley Stage 2A2

Application: **10283757**
Your Ref: 1274066

17 October 2019

Property details: **17 Butterfactory Dr CALDERWOOD NSW 2527**
LOT 2227 DP 1214797

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

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

Yours sincerely

Customer Property Services
Customer Services

Application: 10283794
Your Ref: 1274066

16 October 2019

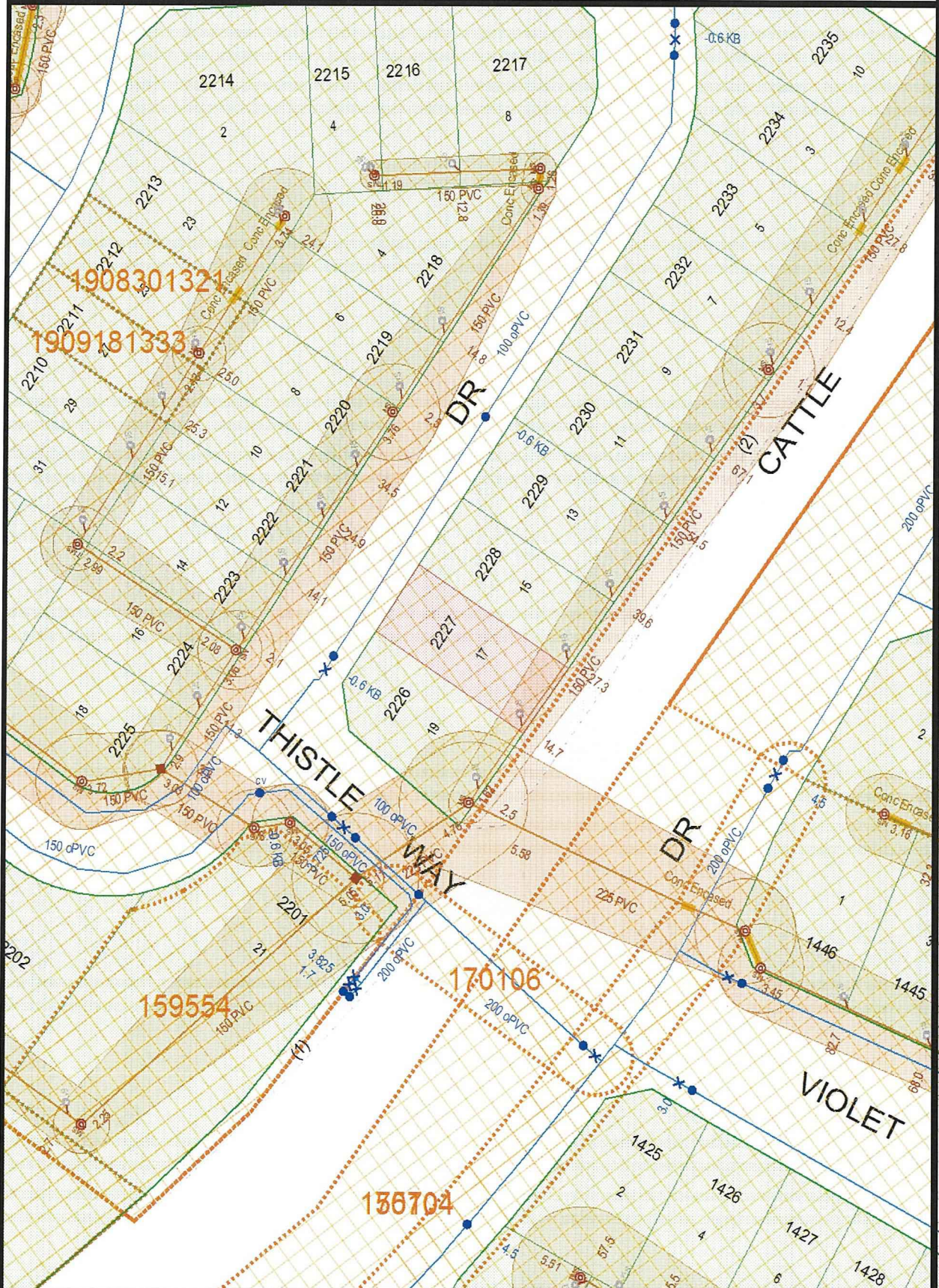
**Property details: Lot 2 North Macquarie Rd Calderwood NSW 2527
LOT 2 DP 1248885**

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

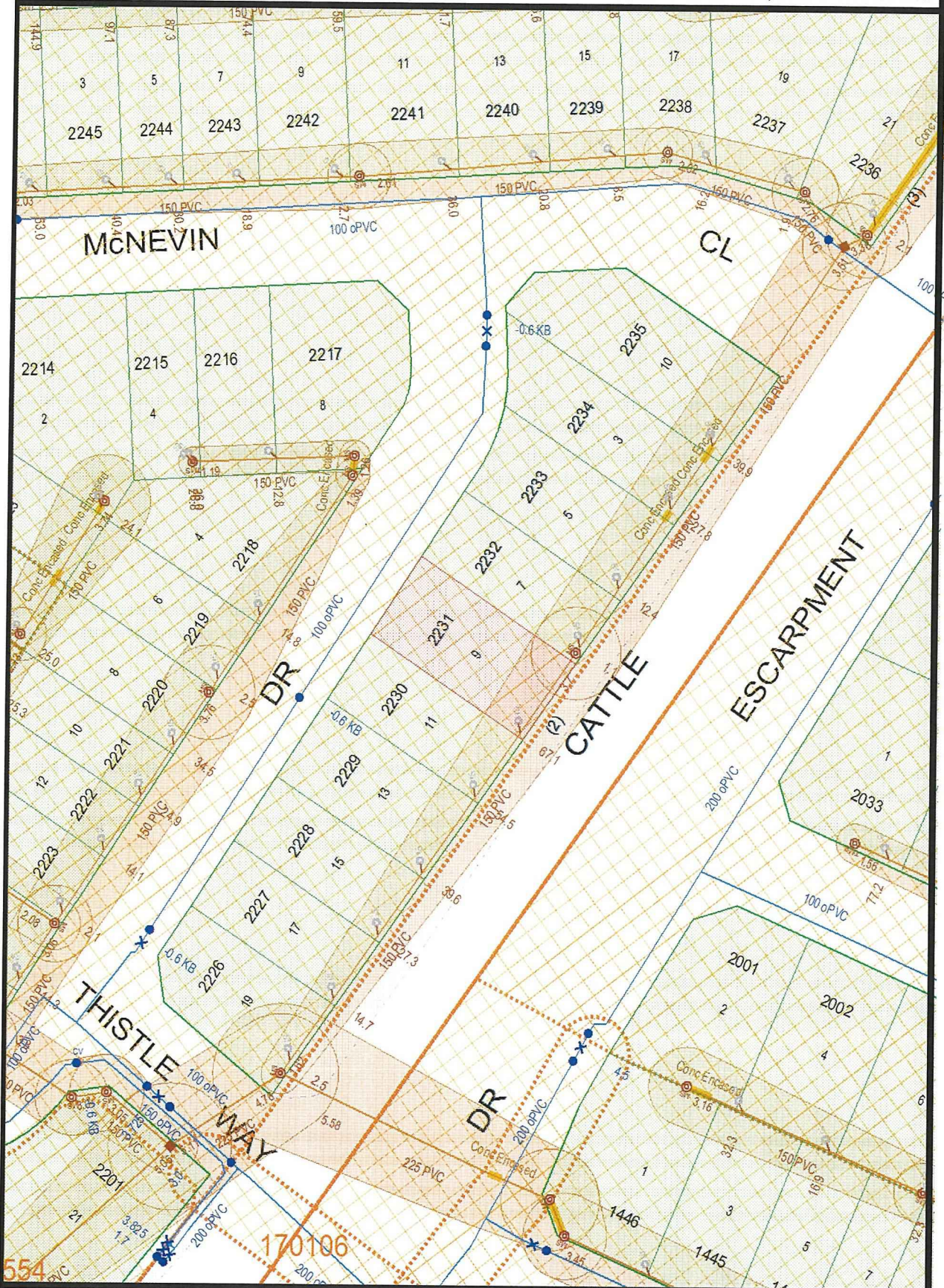
The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services
Customer Services



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



Annexure F – Building Envelope Plan

Annexure to Special Conditions
Calderwood Valley Stage 2A2



SITING REQUIREMENTS

- Zero Boundary (13m optional)
- Single Garage
- 10m wide Lots
Greenfield Housing Code dwelling compliance application supports as:
- maximum width of garage door openings for a 2 storey dwelling of 6m.
- maximum width of garage door openings for a 1 storey dwelling of 3.2m.
- Building Envelope
- Double Garage
- Secondary Frontage Articulation
10m minimum of broken roofline & building line. Must provide suitable glazing.

- Split Lots - Refer to BSR for details
- Proposed Design Levels
- Potential electrical substation.
- Approx. sewer line.
Building adjacent or over sewer must conform with Sydney Water requirements
- Concrete encased sewer line
- Due to the proximity of sewer to the dwellings in this location, due care should be taken with requirements under 'Guidelines for building over/adjacent to Sydney Water and Wastewater Assets'
- Noise attenuation required to dwelling (refer to 88b instrument)

- Easement for maintenance 0.9m wide
- Easement to drain water 1.5-3.0 wide
- Proposed driveway width reduced from standard due to setbacks
- Mandatory Boulevard Fencing by Owner for footing by Developer
- Retaining walls and associated easement for footing by Developer
- BAL 40
- BAL 29
- BAL 19
- BAL 12.5
- Levels of Construction Standard for Bushfire Protection (AS 3959-2009)
- Purchaser to refer to DCS & CDC Code to confirm all setbacks, siting requirements & BEP for specific requirements.
- Larger site setbacks apply to clear eave off maintenance easement. Refer to 88b + Calderwood Valley Design Guidelines

SETBACK SUMMARY (unless otherwise indicated)

Front Building Setback (≤ 899m ²) (≥ 900m ² ≤ 1,499m ²)	4.5m 6m
Front Garage Setback (≤ 899m ²) (≥ 900m ² ≤ 1,499m ²)	5.5m 7m
Side Building Setback (≤ 450m ²) (≥ 451m ² ≤ 899m ²) (≥ 900m ² ≤ 1,499m ²)	0m / 0.9m or 0.9m / 0.9m where shown (Refer to Plan) 0.9m / 1.5m 1.5m / 1.5m
Secondary Side Setback	2m
Secondary Garage Setback (≤ 350m ²) (≥ 351m ² ≤ 899m ²)	2m 5.5m
Rear Building Setback (≤ 899m ²) (≥ 900m ² ≤ 1,499m ²)	3m 6m

Building Envelope Plan Stage 2a (sheet 3)

NOTE: This plan is indicative only, and specific rules, road alignment, boundaries, setbacks, and building layout shown may vary due to detailed design consideration. © 2019 Lendlease Communities (Australia). All rights reserved. Except as permitted by copyright, no part of this publication may be reproduced or distributed in any form or by any means, or stored in a database or retrieval system, without the permission of Lendlease.

Scale 1:750 at A3





Annexure G – Homeowners Warranty Insurance Certificate

Annexure to Special Conditions
Calderwood Valley Stage 2A2

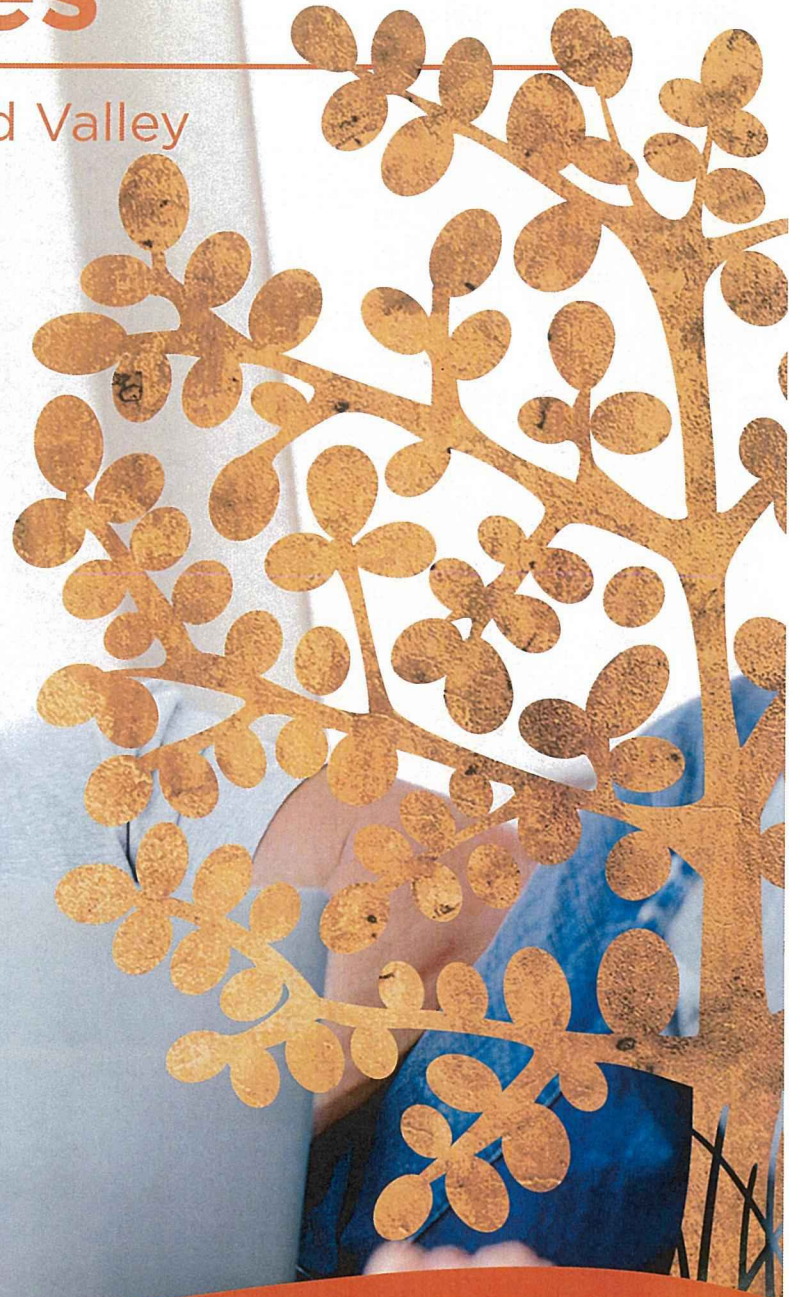


Annexure H – Design Guidelines


Annexure to Special Conditions
Calderwood Valley Stage 2A2

Calderwood Valley Home Design Guidelines

belong at Calderwood Valley



 **lendlease**


**Calderwood
Valley**

Community Vision

The Calderwood Valley Community by Lendlease will deliver a place of natural beauty, a community of villages that reflects the local heritage and character of the region. Each neighbourhood will offer a wide choice of affordable living options with safe, inviting streetscapes and individual home designs that promote a sense of belonging.

Connecting the escarpment with the coast, it will take advantage of the natural hills, creeks and bushlands, allowing the community to connect via walkways and open space. Calderwood Valley will become a truly inspirational, connected community that delivers essential facilities to support local social connection, sport and recreation, retail, education and business.

Calderwood Valley will be a quality destination that people will be proud to call home.





contents

1. Introduction	Page 4
Community Vision Calderwood Valley Home Design Guidelines Statutory Requirements	
2. Design Approval Process	Page 7
3. Design Requirements	Page 8
Building Envelope Plan Facade Design Entry Secondary Frontages Subdivision of Lots Eaves Roof Pitch & Form Building Materials Garages & Driveways Front Landscape Fencing Retaining Walls Ancillary Elements & Structures Safety Bushfire Solar Access Noise Attenuation	
4. Smart Ideas For Your Home	Page 16
5. Glossary	Page 18
6. Design Approval	Page 19
Checklist Approval Form	

The preparation of this Prospectus is based on current information, however items could change pending final authority approvals and construction restrictions. This information has been prepared to indicate, at the date of preparation, the Developer's intended development of the project. No warranty is given that the completed development will reflect this information. Prospective parties are advised to carry out their own investigations as to all aspects which are important to them and should read the Developer's contractual rights to vary the development before they sign any contract. The vendor reserves the right to alter selling terms and lot prices at any time. Images and renders are indicative only. Printed October 2018.

1 introduction

Calderwood Valley Home Design Guidelines

The Home Design Guidelines set out the minimum requirements for new homes and front gardens at Calderwood Valley. They are a condition of your Contract of Sale and apply in addition to any other statutory requirements. All building designs must be approved by Lendlease prior to obtaining your Building Permit.

Some lots at Calderwood Valley have special requirements for the home and landscape; these requirements seek specific outcomes for homes in key locations throughout the community. Lots with special requirements are defined on sales plans and Building Envelope Plans. These lots require both the Calderwood Valley Home Design Guidelines and the special requirements to be met.

Additional information is included in your contract of sale covering: number of dwellings permitted on your allotment; plan approval and building times; site maintenance requirements prior to building, and Lendlease supplied fencing where applicable.

If you have any questions regarding the requirements in these guidelines contact Lendlease on 1300 733 245 to see how we can help.

Lendlease encourages diverse and innovative design at Calderwood Valley. Any application that is not in accordance with the Home Design Guidelines but exhibits positive community and design outcomes may be granted approval.

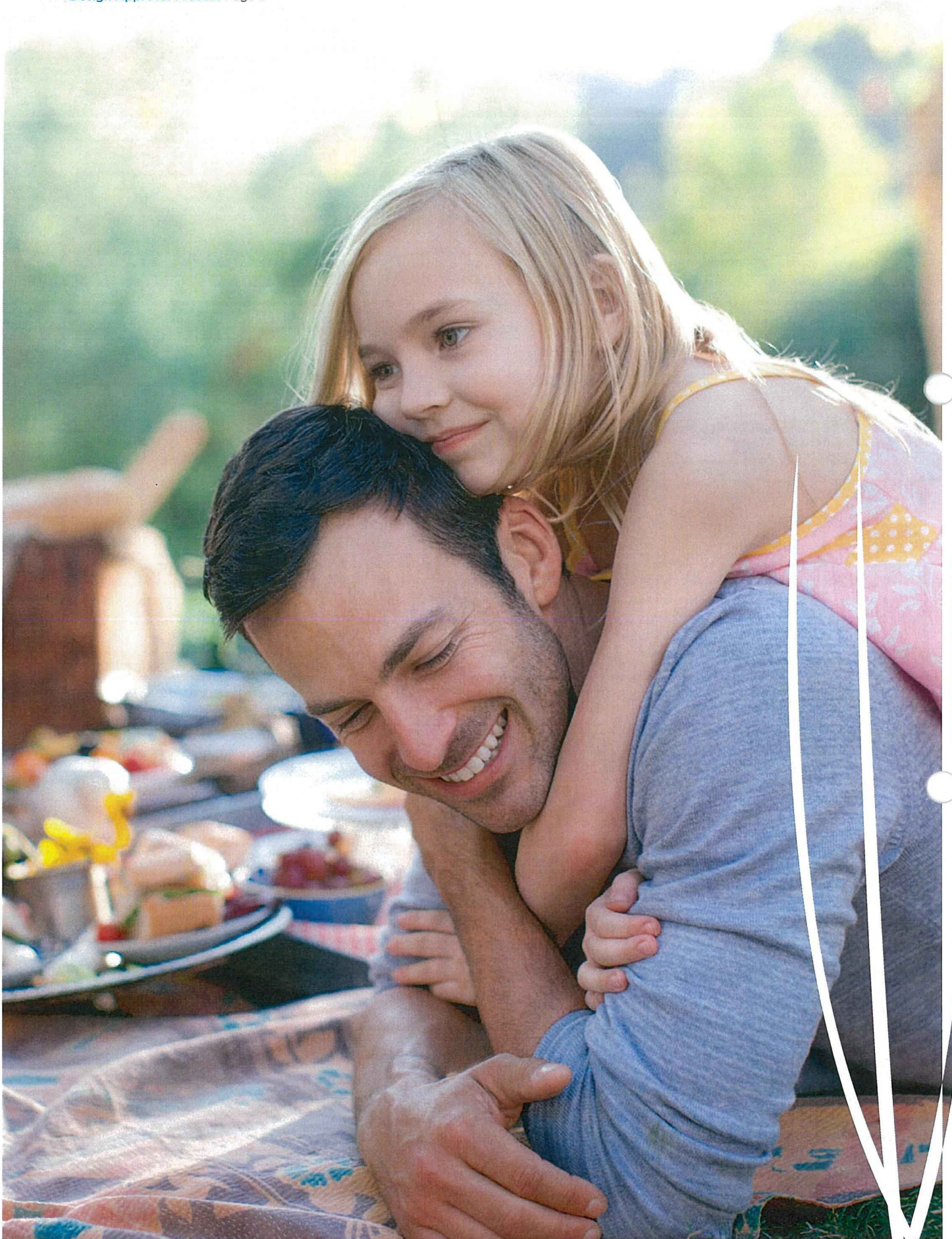
Statutory Requirements

PLEASE NOTE THAT YOU NEED A DEVELOPMENT APPROVAL OR COMPLYING DEVELOPMENT CERTIFICATE AS WELL AS LENDLEASE APPROVAL.

Whilst Calderwood Valley are reviewing your home design, it is ultimately up to the Architect/Designer/Engineer and the Registered Building Surveyor/Energy Consultant to ensure that the home design complies with all of the statutory requirements related to the construction of the home.

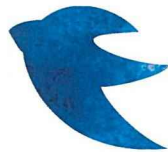
These guidelines apply to Calderwood Valley. Future land releases may have different Calderwood Valley Home Design Guidelines.





2 design approval process

Assistance is available to help you through each step of your new home approval process. Call Lendlease on 1300 733 245.



1 Design your home

While designing or selecting your home, work through the Calderwood Valley Home Design Guidelines with your selected builder or architect.

2 Submit plans for Design Approval

Complete the checklist and Design Approval Form included on pages 19 and 20 of this document and submit it with your plans through the Lendlease Builder Hub at lendleasebuilderagenthub.com.au if you are a builder or contact Lendlease on 1300 733 245 for submission email details.

✓ You must obtain your Design Approval no later than 12 months after the settlement of your land.

3 Receive Design Approval

Lendlease will assess and approve your plans, once they meet the standards set out in this document. Assuming all required information is supplied, the design complies with these guidelines and any applicable special requirement, approval should take no more than 2 weeks.

4 Building Application

Provide a stamped copy of your Lendlease Design Approval as part of your Development Application or Complying Development to either Council or an Accredited Private Certifier. You will then receive a Development Consent or Complying Development Certificate.

5 Construction

Prior to commencing construction, you will then need to obtain a Construction Certificate from either Council or an Accredited Private Certifier. Prior to and during construction, your block should be well maintained and free of rubbish.

6 Moving in:

✓ Construction of your new home and driveway must commence within 12 months and be completed within 24 months of the settlement date of your land.

Once you have completed your home, driveway and have obtained a Certificate of Occupancy, you can move in.

3 design requirements

This section outlines the minimum requirements for your home and front garden.

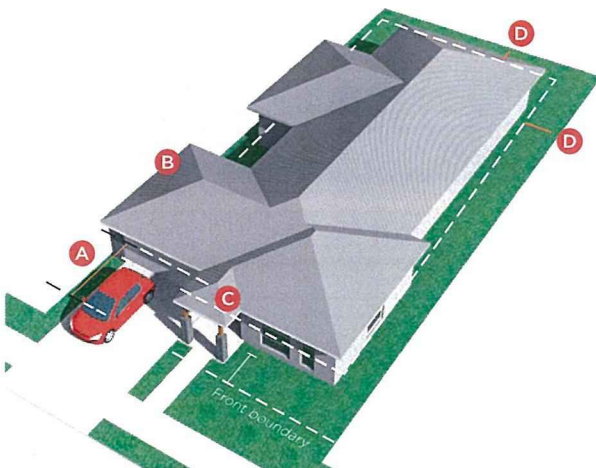
Building Envelope Plan

Building Envelope Plans are created for each lot in Calderwood Valley. Your Building Envelope Plan shows:

- 1 The minimum setbacks required from each boundary of your block.
- 2 Garage location and number of car spaces.
- 3 The location of your driveway.
- 4 Any applicable zero boundaries.

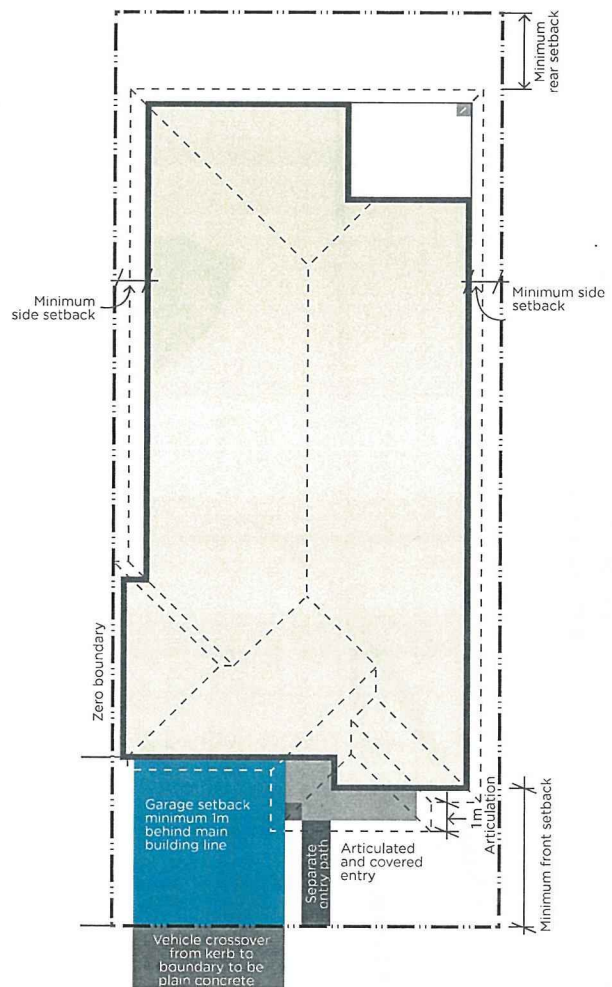
When you lodge your plans for Design Approval, Lendlease and the approving authority will check your home complies with the setback requirements of the Calderwood Valley Development Control Strategy and your Building Envelope Plan, so be aware of them as you design or select the home for your block.

Contact Lendlease should you require any further information regarding your Building Envelope Plan.

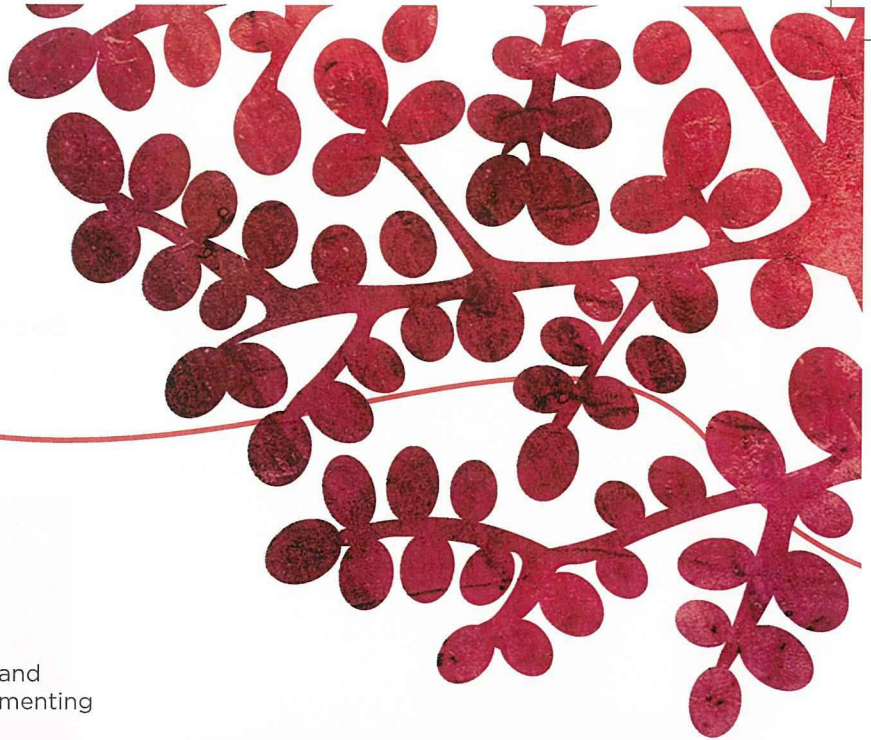


Example home built to code showing:

- A** Setback to garage
- B** Garage built to boundary
- C** Portico projected forward of front wall
- D** Side and rear boundary setback



Example Building Envelope Plan



Facade Design

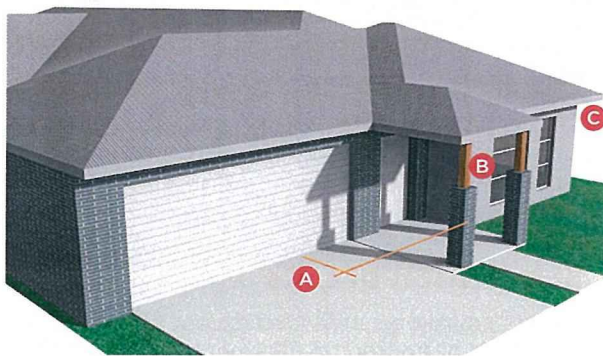
Great streets include well designed homes and high quality front yard landscaping complementing each other.

Garage Setbacks

- ✓ Homes must include articulation between the alignment of the front wall and the garage on the primary frontage.
- ✓ The minimum acceptable alignment variation is 1 metre. The roof above your entry must protrude forward of the garage door.
- ✓ All garages must be setback 1m behind the front building line unless otherwise specified in DCP.

Building Materials

- ✓ Windows facing the street work best when they complement the house style and make up at least 20% of the front façade.
- ✓ Roofed elements such as extended eaves, entries and verandahs forward of the front wall as well as recessed windows and doors, give your home a sense of depth.



Example single storey home facade showing:

- A** Step between front wall and garage 1 metre
- B** Covered entry area with roof projecting forward of main building facade
- C** Eaves to primary street frontage facade, including garage



Example double storey home showing:

- A** Windows covering minimum 20% of frontage
- B** Example covered verandah

Entry

Good home design is welcoming to residents and visitors. Some key elements include:

- ✓ Ensure your entry is visible to the street and includes a roofed area such as a porch, verandah, portico or pergola.
- ✓ Highlight the entry by ensuring that the roof over the entry extends forward of the roof of the home.



Typical approach to entry with:

- A** Planting beside driveway
- B** Covered entry pushed forward or roof extended out from front building creating a larger front porch area
- C** Pedestrian path separate from driveway for safety



Typical side entry:

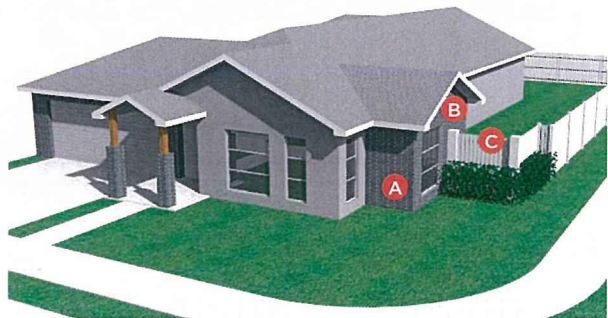
- A** Path to highlight front door
- B** Covered entry area

Secondary Frontages

Homes on street corners or adjacent to public open space must address both the front and side streets and any frontage visible from public open space.

- ✓ Homes on corners must provide articulation to the roof and walls along the secondary frontage and extend the detailing of the primary street façade to the secondary frontage.
- ✓ Primary entry can be from either primary or secondary frontage.

Elements to address the detailing requirements shall include the continuation of the front façade's materials and finishes, the inclusion of windows, and enhanced planting and fencing.



Home on corner lot showing:

- A** Primary frontage treatments continued around corner
- B** Articulation of roof and walls to secondary frontage
- C** Side fencing setback 4 metres behind front wall

Subdivision of Lots

No lots are to be subdivided except where Gallery housing is permitted on allotments as indicated on the Building Envelope Plan.

Eaves

Eaves enhance the look of your home, control solar penetration and have a positive impact on the quality of the streetscape.

- ✓ Your roof must incorporate 450mm minimum width eaves excluding fascia and gutter. 300mm eaves excluding fascia and gutter are permitted only where single storey house is proposed on a Villa or Premium Villa lot.
- ✓ Eaves are required to extend over garage doors. Eaves are not required to the portion of the home that incorporates verandahs, pergolas or porticos or to sections of façade finished to a boundary or behind a parapet wall.



Eaves on the primary frontage of a home over:

- A Eaves above the garage and front wall
- B Entry area roof extended beyond the eave

Roof Pitch & Form

The roof on your home is a significant part of the visual presence that your home contributes to an attractive streetscape.

For your roof to be in balance with your home and others in the street, minimum pitch of 22° for a hip or a gable must be achieved. The pitch of a skillion roof is recommended to be 5 - 10°. Other roof forms and pitches can also be considered where they complement the architectural intent of the home and contribute positively to the streetscape.



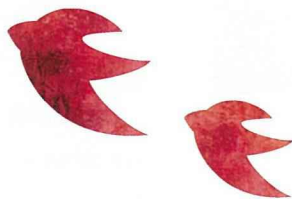
Hip and gable approach to a roof showing:

- A A hip end to the pitched roof form
- B A gable end and entry portico with gable



Skillion roof form showing:

- A Counterpointed skillions to give the home a sense of balance
- B Skillion over the entry area



Building Materials

Building materials that complement the architectural style of your home add greatly to its streetscape appeal.

- ✓ Your front façade must include either a combination of at least two different building materials or finishes. Alternatively, if only one material or finish is preferred, your front facade must also include a substantial covered verandah that draws attention to your home's entry and reduces the visual impact of the garage door.
- ✓ Roofing materials are to be either concrete or terracotta tiles or prefinished and precoloured metal roofing. Tiles are to be low profile of a single colour.
- ✓ Unfinished materials including block work, highly reflective or unpainted materials are not permitted. All external surfaces are to be in a finished state (painted or coated) prior to the occupation of your home.

Other elements to consider include:

- ✓ Built elements in the landscape such as fences, retaining walls and letter boxes should use materials that complement those on your home.



Two approach to materials on a home showing:

- A** Two materials to the front of the home
- B** A covered verandah in a façade with only one material.

Garages & Driveways

Garages and driveways can have a negative impact on the street when they dominate the home and landscape. Garages must not dominate the frontage of the house.

- ✓ Driveways and garage must be installed where nominated on your Building Envelope Plan.
- ✓ Driveways and paved areas within your property cannot exceed 300mm wider than your garage door.
- ✓ Driveway widths cannot exceed 3 metres for a single garage or 5 metres for a double garage. Driveways must be offset at least 300mm from your side boundary.
- ✓ Your driveway must be complete before you occupy your home.
- ✓ Acceptable driveway materials include stone cobbles, pavers, stamped or stencilled concrete, exposed or coloured finished concrete or a combination of these elements.
- ✓ The driveway located between the property boundary and the street kerb (verge) must be constructed from plain concrete only.
- ✓ Lendlease installed footpaths (if applicable) must remain in place and left in plain concrete.
- ✓ Panel lift or panel glide garage doors required to main frontage. Roller doors are not permitted.
- ✓ Garage doors on the primary frontage should be no wider than 50% of the width of the building frontage.



Typical driveway showing:

- A** The pedestrian and vehicular cross-overs from boundary to street must be constructed from plain concrete.

Front Landscape

Quality front landscaping enhances the positive impact your home will have on the streetscape.

- ✓ Your front yard including the council owned verge must be landscaped within 6 months of moving into your home.
- ✓ At least 50% of your front yard must be landscaped with grass and garden beds (and cannot be paved, concrete or hardstand). A significant portion of this area must include gardens with trees or shrubs capable of growing to 3 metres tall and at least 600mm high when planted.
- ✓ Trees that have been retained within your property and on street verge cannot be removed unless approved by Lendlease and Council.
- ✓ On corner lots, planting including trees and shrubs must be provided to both street frontages.
- ✓ A minimum of one tree is to be provided to the front garden. Trees are to be minimum 1.5m high when planted. This requirement is in addition to any street trees planted by Lendlease.
- ✓ To provide screening to the driveway, 300mm planting is to be provided between the side boundary and your driveway.



Typical front yard showing 50% softscape with:

- A** Trees and shrubs capable of growing to 3 metres
- B** At least with 50% grass and gardens with significant plantings
- C** Landscaping with plants to the strip between the driveway and side boundary



Typical landscape to secondary frontage:

- A** Additional trees and shrubs to secondary frontage
- B** Front yard landscape returns around corner



Fencing

Well-designed fencing has a positive impact on your house and the street. Generally it is preferred that your landscape flows from the street to the front of your home; however, if fencing forward of your home creates usable outdoor space, you may choose to fence the space in a way that adds quality and activation to the street.

All fencing is subject to Calderwood Valley Home Design Guidelines and local authority requirements.

Front fencing is only mandatory if indicated on your Building Envelope Plan. Front fencing is any fence which fronts any street or open space. If you choose to have front fencing it must meet the following requirements:

Fencing Standard

1 Feature Decorative Fencing:

If indicated on Building Envelope Plans, Lendlease will build fencing along open space boundaries, project boundaries and high profile lot boundaries. This fencing cannot be altered, removed, damaged or modified in any way without prior written approval by Lendlease.

2 Front Fencing:

350x350mm brick piers to 1.2m high and spaced approximately 2.5m apart. These are to be constructed of brickwork and finished to match the style of your home.

The letterbox can be integrated into the front fence.

The infill between the piers is to match the style of your home. It is to be lightweight (minimum 20% transparency) and open in style such as metal, timber battens, hedging or open style metal panelling.

Hedging and thick planting can be used to create further privacy.

3 Corner Boundary Fencing:

350x350mm brick piers to 1.5m minimum (1.8m maximum) high, measured from foot path level, and spaced approximately 2.5m-3m apart. These are to be constructed of brickwork and finished to match the style of your home.

The infill between the piers is to match the style of your home. It is to be lightweight and open (minimum 20% transparent) in style such as metal, timber battens, hedging or open style metal panelling.

Alternatively Feature boulevard walls consisting of a series of 1.8m High (1.5m Solid & 0.3m Slat Infill) rendered brick or modular block walls or approved equivalent are permitted. 350mm x 350mm Piers are to be provided at a maximum of 2.7m centres and 1.5m rendered solid wall with 300mm slat infill on top.

Hedging and thick planting can be used to create further privacy.

4 Internal Boundary Fencing:

Side and rear fencing between residential lots is to be 1.8m high colorbond fencing 'Smartascreen' in 'Grey Ridge' (or equivalent). Side fencing is to finish on the wall built on the boundary or a minimum of 1m behind the front building line.

Side fencing is to finish on the wall built on the boundary or a minimum of 4m behind the front building line.



Typical front fencing showing:

- A** Detailed front fence with screen planting
- B** A mid block front fence returning to side fence which stops 1 metre behind the front wall
- C** A corner block front fence returning to side fence which stops 4 metres behind the front wall

Fencing Standard detail:



- A** Example of Lysaght 'Smartascreen' 1.8m high fencing in 'Grey Ridge' colour



- B** Example Secondary Facade Fencing detail

Retaining Walls

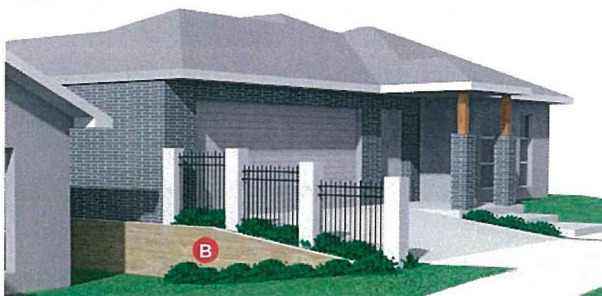
Retaining walls that face the street need to have a positive impact on the quality of the streetscape and ensure car and pedestrian access to and from the block and along the street is safe. Acceptable retaining wall materials are boulders, concrete sleepers and rendered or faced block walls.

- 1 Retaining walls visible along street or public open space frontages cannot exceed 600mm high in any single step and 1.2m in total height. A planted strip of minimum width 500mm must exist between any terraced retaining walls.
- 2 Retaining walls to side boundaries between lots cannot exceed 750mm high at the front wall of the home and must taper down forward of the home.
- 3 Retaining walls over 900mm high require a 1 metre high fence above the wall and adequate landscape screening.

Building on a sloping lot

Where the slope of a lot exceeds 1m, split level designs are to be used to address the site slope.

- ✓ Lots less than or equal to 450sqm - maximum 500mm cut and fill.
- ✓ Lots greater than 450sqm - maximum 900mm cut and fill.



Retaining walls forward of the home must taper on side boundaries:

- A** Retaining walls must be stepped where they exceed 600mm high on front boundaries. Face of retaining wall must line up with property boundary
- B** Side retaining walls above 900mm should be fenced for safety

Ancillary Elements & Structures

- 1 Ancillary elements and structures such as air conditioning condensers, wall mounted air conditioning units, satellite dishes, rainwater tanks, sheds and frame mounts for solar panels must be located so they are not visible from a street or public open space frontage.
- 2 No temporary or relocatable buildings or structures may be erected or located on a block.

Bushfire

All development must comply with the NSW Rural Fire Services Planning for Bush Fire Protection Guidelines, Regulation 2008, and 'Planning for Bush Fire Protection 2006' (RFS 2006) herein referred to as PBP. Refer to www.rfs.nsw.gov.au

Calderwood Valley is committed to providing a quality and safe community. A significant element is to ensure that all residential homes are designed and built to minimum bushfire prone standards for safety and durability.

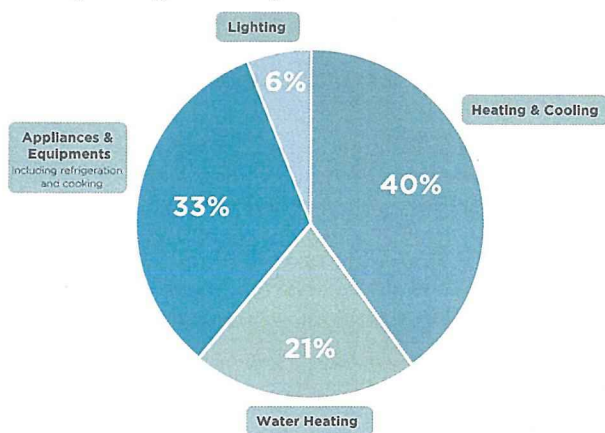
Check your Building Envelope Plan and Authority requirements for land identified as bushfire prone land. The BEP will nominate the extent of the Asset Protection Zone (APZ) and Bushfire Attack Levels (BALs) required to be met for any new home in these locations. You must consider these construction standards when designing your home.

Safety

- 1 Dwellings must be designed to overlook streets and other public or communal areas to provide casual surveillance.
- 2 For residential dwellings, roller shutters are not to be used on doors and windows facing the street. Security railings must be designed to complement the architecture of the building.
- 3 Pedestrian and communal areas are to have sufficient lighting to ensure a high level of safety. These areas must be designed to minimise opportunities for concealment.
- 4 Avoid the creation of areas for concealment and blank walls facing the street. noise emitting sources.

4 smart ideas for your home

This section outlines the optional elements for your home that will assist in reducing your energy bills. Including these features during initial design is more cost effective than retrofitting later. You may wish to talk to your builder about including these money saving ideas in your home.



Graphic showing the projected energy use in the residential sector:
Source: DEWHA, 2008 Energy use in the Australian residential sector 1996-2020, data projected energy use for 2012

Solar Access

Dwellings should be designed to consider overshadowing of adjacent properties and to protect sunlight access to any habitable room or private outdoor living space of adjacent buildings.

Noise Attenuation

- 1 The design of attached dwellings must minimise the opportunity for sound transmission through the building structure, with particular attention given to protecting bedrooms and living areas.
- 2 Living areas and service equipment must be located away from bedrooms of neighbouring dwellings.
- 3 Noise sensitive areas to be located away from noise emitting sources.

Solar Panels (optional)

- 1 Solar panels generate electricity from the sun and reduce the need to buy electricity during sunlight hours.
- 2 Solar photovoltaic panels will need to be on the northern most facing side of your roof, as directed by the installer.
- 3 The size of the system should match your day time electricity consumption, 1 - 1.5kW would be sufficient for most homes.

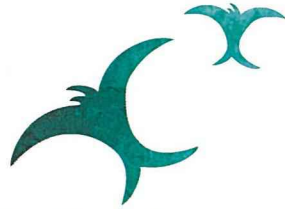
Solar Hot Water (optional)

- 1 Solar hot water uses the heat from the sun to provide hot water for your home which reduces your energy consumption.
- 2 Solar hot water roof collectors will need to be fixed in accordance with the product specifications.
- 3 The size of the system should be based on the size of your household and hot water needs. Split solar hot water system is encouraged.

Efficient Appliances (optional)

Energy star ratings assist in comparing the energy efficiency and expected running costs of appliances. Being aware of the energy rating, particularly for the following appliances can help you save later.

- 1 Electric air conditioners with ratings of 2.5 stars or greater.
- 2 Refrigerators with ratings of 3.5 stars or greater.
- 3 Clothes washers with ratings (energy and water efficiency) of 4.5 stars or greater.
- 4 TVs with ratings of 7 stars or greater.



LED lights (optional)

LED lights can do the same job as a compact fluorescent globe or halogen globe. LED lights use less energy and typically have a much longer life expectancy than other globes.

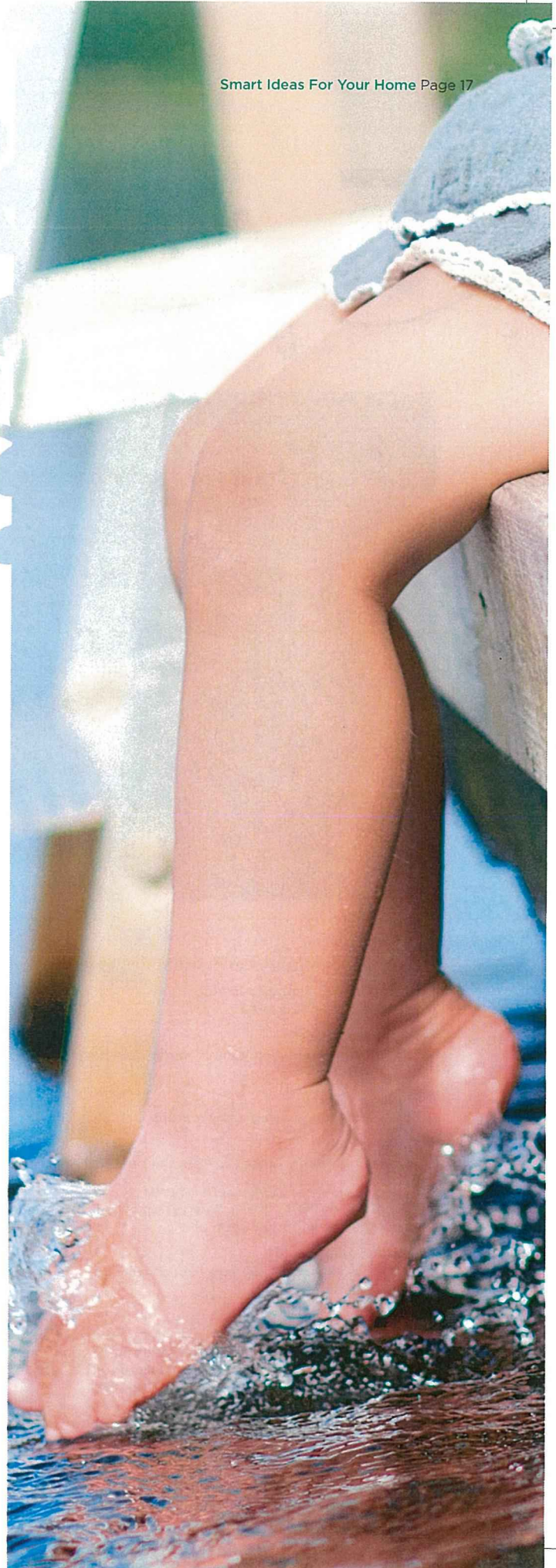
Energy and Water Efficiency

- 1 BASIX Certificate is to accompany DAs for new dwellings.
- 2 Dwellings should be designed to face living spaces to the north, sleeping areas to the east or south.
- 3 Consider shading north, east and west facing windows through use of elements such as shading devices including eaves, verandahs, pergolas and awnings.
- 4 Utilise energy efficient fixtures such as solar hot water systems or star rated appliances.
- 5 To improve energy and water efficiency, also consider following design ideas:
 - ✓ hot water systems located as close as possible to wet areas;
 - ✓ wet areas clustered to minimise pipe runs;
 - ✓ external clothes drying areas provided, with access to sunlight and breezes;
 - ✓ reflective or light coloured materials used and/or dwellings are painted in light colours; and
 - ✓ solar panels.

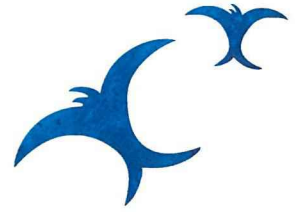


Opportunities for reducing energy bills include:

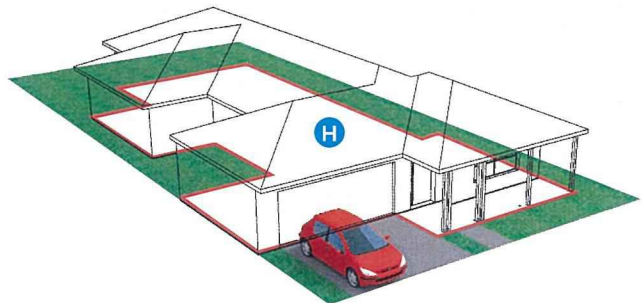
-  Heating & Cooling
-  Solar Panels
-  Solar Hot Water
-  Efficient Appliances
-  LED Lights



5 glossary



- A** Front Wall
the wall of the house closest to the front boundary
- B** Verandah / Balcony / Alfresco
A covered outdoor area
- C** Garage Setback
The distance between your property boundary and the garage door
- D** Portico / Porch
Clearly defined roofed entry feature
- E** Articulation
Walls on different setbacks from the property boundary
- F** Build to Boundary Line (Zero Boundary)
A portion of the house or garage that is built to the side boundary or within 200mm of it
- G** Pedestrian Path
A path adjacent the driveway specifically for pedestrians
- H** Site Cover
The area of the footprint of your house expressed as a percentage of your lot area. The footprint of your house includes all ground floor areas measured to the outside walls and also covered verandahs or porches.
- I** Gable Roof
- J** Hip Roof
- K** Skillion Roof



6 design approval

Checklist

The following information and plans need to be submitted with the Design Approval Form. All plans need to be in A3 format. These would normally be prepared for you by your builder, architect or building designer.

Site plans at 1:200 scale

These plans must show the home you are seeking approval for including:

- Street address and lot details
- Site details, including boundary dimensions, existing contours, easements, setbacks requirements to all boundaries
- Proposed contours and proposed finished floor levels
- Proposed cut and fill and retaining walls including materials to be used
- North point and scale
- House footprint area
- Building outline and extent of overhangs
- Private open space and materials
- Driveway width, materials and location from existing crossover
- Height and details of all fences
- Location of solar panels and solar hot water system
- Location of any rain water tanks and ancillary structures such as sheds, outbuildings, pergolas, gazebos and pools

House Plans (floor plans, elevations and sections on all sides) at 1:100 scale

These plans must include:

- Room names
- Internal and external dimensions
- Location of meter boxes
- Width and type of garage door
- Elevations of all sides of the home
- Existing and proposed levels
- Location and extent of proposed materials and colours
- Location of any elements placed outside the walls or above the roof such as AC condensers, solar panels, aerials and satellite dishes
- Roof pitch, eave widths, materials and heights

Material and colour schedule

All External Materials and Colours including:

- Walls (external)
- Roof
- Windows
- Fencing
- Driveway
- Gutters and fascia
- Feature elements

Design Approval Form

Lot Details

Lot Number: _____
Street Address: _____

Owner Details

Name: _____
Mailing Address: _____

Business Hours Phone: _____
After Hours Phone: _____
Email: _____

Builder Details (if known)

Builder Company: _____
Builder Name: _____
Builder Contact: _____
Builder Address: _____

Postcode: _____
Business Hours phone: _____
After Hours Phone: _____
Builder Contact Mobile: _____
Builder Contact Email: _____

Building Structure Details

Home Area (m²): _____
Number of Bedrooms: _____
Levels / Floors: _____
Wall Material: _____
Roof Material: _____
Roof Type: _____
Number of Car Spaces: _____
Rainwater Tank (Yes or No): _____
Number of Bathrooms: _____
Number of Living Spaces: _____

Star Rating: _____
Gas Appliances: _____
Solar Panel System Size: _____
Hot Water System Type: _____
Air Conditioning percent of Home: _____
Air Conditioning Energy Rating: _____
Ducted Heating: _____
LED Lighting Installed (Yes or No): _____
Preferred contact, Builder or Owner: _____

Submissions

You can submit your application through the Lendlease builder Hub at www.lendleasebuilderagenthub.com.au if you are a builder or contact Lendlease on 1300 733 245 for submission email details.

Please ensure the application form includes:

- 1 Design Approval Checklist
- 2 A3 copy of site plan as per Checklist
- 3 A3 copy of full set of house plans as per Checklist
- 4 Materials and colour schedule as per Checklist

I/we certify that the information in the attached application is a true and accurate representation of the home I/we intend to construct. In the event that changes are made to the proposed plans, I/we will re-submit this application for approval.

Signed: _____

Date: _____





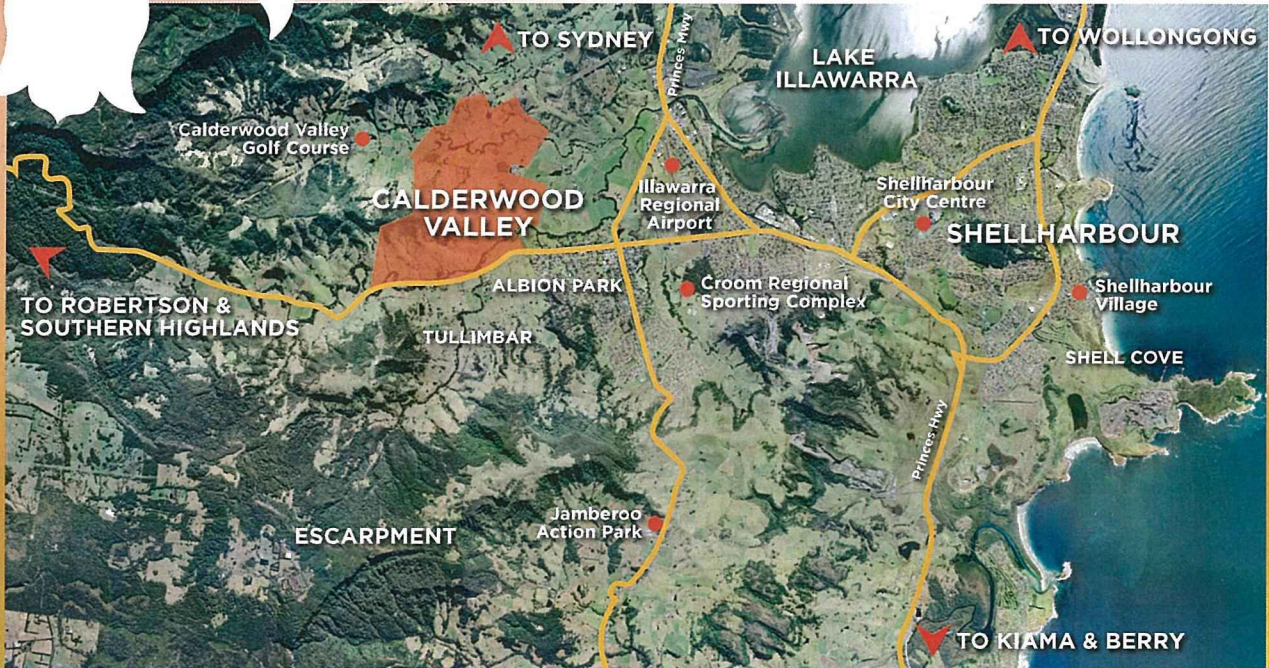
Creating Special Places Page 22

creating special places

For over 50 years, Lendlease has been dedicated to creating the best communities in Australia.

Aspirational addresses that foster a true sense of belonging. Where people can enjoy the most out of life. Places that are truly beautiful from their inception and enrich the lives of today's residents, as well as those for generations to come. Our master planning approach is to encourage environments that foster opportunities. Where you can choose the way you live, the way you work, the way you learn. No matter where they are situated, every Lendlease community displays a genuine welcome and a healthy community spirit.

Places that bring out the best in people.




creating special places

**Calderwood Valley
Sales & Information Centre**
Corner of Escarpment Drive
& Brushgrove Circuit,
Calderwood NSW 2527

Opening Hours
Monday: 1.00pm - 5.00pm
Tuesday to Friday: 9.00am - 5.00pm
Saturday & Sunday: 10.00am - 5.00pm

Phone: 1300 733 245
Email: calderwood@lendlease.com
www.calderwoodvalley.com.au

 **lendlease**


**Calderwood
Valley**



Annexure I – Standard Requisitions

Annexure to Special Conditions
Calderwood Valley Stage 2A2

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Liana Boscoscuro
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;

- (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
- (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
- (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
- (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
- (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
- (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
- (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations/Benefits

- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
- (i) whether there are any existing breaches by any party to it;
- (ii) whether there are any matters in dispute; and
- (iii) whether the licensor holds any deposit, bond or guarantee.
- (b) In relation to such licence:
- (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
- (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
- (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
- (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
- (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
- (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
- (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
- (e) any realignment or proposed realignment of any road adjoining the Property?
- (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?
- (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.

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