

RESORT LUXURY
PALISADE
MIRANDA
RESIDENCES

ATLANTIC
APARTMENTS

Contract for the sale and purchase of land 2016 edition

TERM	MEANING OF TERM	NSW DUTY:
Vendor's Agent & Depositholder	CB RICHARD ELLIS Suite 1403, Level 14, 100 Pacific Highway, North Sydney NSW 2061 Tel: 02 8969 8500 Fax: 02 8969 8599	
Co- agent	LAING+SIMMONS MIRANDA 39 Kiora Road, Miranda NSW 2228 Tel: 02 9524 8477 Fax: 02 9524 8541	
Vendor	GALILEO MIRANDA NOMINEE PTY LIMITED ACN 600 937 504 Level 9, Gold Fields House, 1 Alfred Street, Sydney NSW 2000	
Vendor's Solicitor	BRIDGES LAWYERS Level 6, Gold Fields House, 1 Alfred Street, Sydney NSW 2000 DX 10130 Sydney Stock Exchange Tel: 02 8272 7127 Fax: 02 8272 7199 Ref: Palisade Team Email: palisade@bridgeslawyers.com.au See clause 36.2	
Date for completion		
Land (Address, plan details and title reference)	APARTMENT #, ATLANTIC PALISADE MIRANDA 6 UNIVERSITY ROAD, MIRANDA NSW 2228 Unregistered plan: LOT # in the Draft Strata Plan which is part of Lot 1 in the unregistered Draft Plan of Consolidation of the lots described in the Land Schedule	
	<input checked="" type="checkbox"/> Strata	
	<input checked="" type="checkbox"/> Vacant Possession	
Improvements	<input checked="" type="checkbox"/> Apartment <input checked="" type="checkbox"/> Carspace <input checked="" type="checkbox"/> Storage Space	
Colour Scheme	<input type="checkbox"/> Ivory <input type="checkbox"/> Onyx [note defaults to Ivory if not selected within 30 days]	
Flooring Scheme	<input type="checkbox"/> Timber <input type="checkbox"/> Tiles [note defaults to Timber if not selected within 30 days]	
Integrated Fridge Upgrade	<input type="checkbox"/> No <input type="checkbox"/> Yes [note upgrade applies to 1 & 2 bedroom apartments subject to the Integrated Fridge Upgrade Cost]	
Foreign Purchaser	<input type="checkbox"/> No <input type="checkbox"/> Yes [note if yes, Treasurer's approval required and subject to payment of FIRB Fee]	
Attached Copies	<input checked="" type="checkbox"/> Documents in the List of Documents as marked or numbered. <input checked="" type="checkbox"/> Other documents: See Schedule 1	

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

Inclusions	Refer to Schedule of Finishes		
Purchaser			
Purchaser's Solicitor	Tenancy: <input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares		
	DX		
	Tel:	Fax:	Ref:
	Email:		
Guarantor (if applicable)			
Price	\$	Price includes GST	
Deposit	\$ _____	10% of the price	
Balance	\$		
Contract Date	(if not stated, the date this contract was made)		

PARTIES TO SIGN ON EXECUTION PAGE

EXECUTION PAGE

VENDOR

(Use the appropriate form)

EXECUTED BY)
as attorney for **GALILEO MIRANDA**)
NOMINEE PTY LTD (ACN 600 937 504))
under power of attorney dated 31 May 2016)
registered book. 4707 no. 852)
in the presence of:)

.....
WITNESS

.....
NAME OF WITNESS (PRINT)

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

PURCHASER

(Use the appropriate form)

EXECUTED BY **THE PURCHASER** in the)
presence of:)
)
)
)

.....
WITNESS

.....
NAME OF WITNESS (PRINT)

EXECUTED BY the **PURCHASER** in)
accordance with section 127 of the)
Corporations Act 2001 (Cth):)
)
)

.....
DIRECTOR

.....
DIRECTOR/SECRETARY

.....
NAME (PRINT)

.....
NAME (PRINT)

**GUARANTORS MUST EXECUTE
GUARANTEE – SCHEDULE 5**

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 (included in purchase price)

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)

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

To be confirmed on or before Registration Notice

List of Documents

General	Strata or community title (clause 23 of the contract)
<input type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979) <input type="checkbox"/> 7 section 149(5) information included in that certificate <input type="checkbox"/> 8 service location diagram (pipes) <input type="checkbox"/> 9 sewerage service diagram (property sewerage diagram) <input type="checkbox"/> 10 document that created easement, profit à prendre or positive covenant disclosure <input type="checkbox"/> 11 section 88G certificate <input type="checkbox"/> 12 survey report <input type="checkbox"/> 13 building certificate given <input type="checkbox"/> 14 insurance certificate (Home Building Act 1989) <input type="checkbox"/> 15 brochure or warning (Home Building Act 1989) <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate Swimming Pools Act 1992 <input type="checkbox"/> 24 certificate of compliance <input type="checkbox"/> 25 evidence of registration <input type="checkbox"/> 26 relevant occupation certificate <input type="checkbox"/> 27 certificate of non-compliance <input type="checkbox"/> 28 detailed reasons of non-compliance	<input type="checkbox"/> 29 property certificate for strata common property <input type="checkbox"/> 30 plan creating strata common property <input type="checkbox"/> 31 strata by-laws not set out in <i>legislation</i> <input type="checkbox"/> 32 strata development contract or statement <input type="checkbox"/> 33 strata management statement <input type="checkbox"/> 34 leasehold strata - lease of lot and common property <input type="checkbox"/> 35 property certificate for neighbourhood property <input type="checkbox"/> 36 plan creating neighbourhood property <input type="checkbox"/> 37 neighbourhood development contract <input type="checkbox"/> 38 neighbourhood management statement <input type="checkbox"/> 39 strata management statement for precinct property <input type="checkbox"/> 40 strata management statement for strata property <input type="checkbox"/> 41 strata management statement for strata property <input type="checkbox"/> 42 strata management statement for strata property <input type="checkbox"/> 43 strata management statement for strata property <input type="checkbox"/> 44 strata management statement for strata property <input type="checkbox"/> 45 strata management statement for strata property <input type="checkbox"/> 46 strata management statement for strata property <input type="checkbox"/> 47 document disclosing a change of by-laws <input type="checkbox"/> 48 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 49 document disclosing a change in boundaries <input type="checkbox"/> 50 certificate under Management Act – section 109 (Strata Schemes) <input type="checkbox"/> 51 certificate under Management Act – section 26 (Community Land) Other <input type="checkbox"/> 52
<p>SEE SCHEDULE 1</p>	

WARNING— SWIMMING POOLS

An owner of a property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

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.

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.

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.

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 Department of Education
Council	NSW Fair Trading
County Council	NSW Public Works
Department of Planning and Environment	Office of Environment and Heritage
Department of Primary Industries	Owner of adjoining land
East Australian Pipeline Limited	Privacy
Electricity and gas authority	Roads and Maritime Services
Land & Housing Corporation	Telecommunications authority
Local Land Services	Transport for NSW
Mine Subsidence Board	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 may become payable 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 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 \$2 million or more, 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.

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 or mediation (for example mediation under the Law Society Mediation Model and Guidelines).

AUCTIONS

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

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>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>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of 10% 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>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 *servicing* it
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 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; 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.

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 *serving* 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 *serving* 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 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 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 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, pay an expense of another party or pay an amount 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 amount; but
- 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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, 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.

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, 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;
 - if clause 31 applies, the *remittance amount*; and
 - any 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 fax to the *party's solicitor*, unless 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* includes 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 and 2) 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

- 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 –
'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified 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;
- 'common property' includes association property for the scheme or any higher scheme;
'contribution' includes an amount payable under a by-law;
'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;
'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
'the *property*' includes any interest in common property for the scheme associated with the lot;
'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 sinking 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.
- 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 levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
- 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
- 23.6.3 the purchaser is liable for all other contributions levied 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.
- 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; or
- 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.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot 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* a certificate under s109 Strata Schemes Management Act 1996 or s26 Community Land Management Act 1989 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.

- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 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.
- 23.18 If a general meeting of the owners corporation is convened before completion –
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 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) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part 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*; and

30.1.2 the purchaser serves a notice that it is an *electronic transaction* within 14 days of the contract date.

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* 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, 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;

associated with the agreement under clause 30.1; 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 *Lodgment Case*) have the same meaning which they have in the *participation rules*;

30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;

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 receipt of the purchaser's notice under clause 30.1.2; and
 - before the receipt of a notice given under clause 30.2;
- 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 receipt of the notice under clause 30.1.2 –
- 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 16.8, 16.12, 16.13, 31.2.2 and 31.2.3 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 *Lodgment 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>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>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' 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>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 to contracts made on or after 1 July 2016 but 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 the purchaser's submission of a purchaser payment notification to the Australian Taxation Office;
- 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* a *clearance certificate* in respect of every vendor, clauses 31.2 and 31.3 do not apply.

Special provisions attached to and forming part of the Contract for the sale and purchase of land

The immediately preceding clause is clause 31 of the Contract for the sale and purchase of land 2016 edition

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32. DEFINITIONS

These meanings apply unless the contrary intention appears:

Apartment means a residential apartment and its allocated car space and storage space in Palisade Miranda.

Atlantic means the residential building named Atlantic in Palisade Miranda and referred to as Building A in the Draft Strata Plan.

Bank Guarantee means an unconditional, irrevocable, on demand bank guarantee from a bank and in a form acceptable to the vendor according to clause 34.

Binding Notification Form means the form set out in **Attachment 11** to be completed by the purchaser in accordance with clause 33.

Business Day means a day other than a Saturday, Sunday or public holiday in New South Wales.

By-Laws means the by-laws instrument registered with the Strata Plan.

Common Property means the common property (as that term is defined in the Management Act) in Palisade Miranda.

Controller has the meaning it has in the Corporations Act.

Corporations Act means the *Corporations Act 2001* (Cwlth).

Costs include charges, expenses and levies, including those incurred in connection with advisers.

Council means Sutherland Shire Council.

Defects means any defect or fault in the works undertaken on the property prior to completion due to faulty materials or workmanship which appear in the property before the expiration date of the Defects Period but excluding normal maintenance, normal wear and tear, minor shrinkage and minor settlement cracks.

Defects Notice means a written notice identifying any Defects in the property the purchaser wishes to be rectified.

Defects Period means the period commencing on the date of completion and ending on the date 3 months after the date of completion.

Development Act means the *Strata Schemes Development Act 2015* (NSW).

Development Activities means:

- (a) any building, demolition, excavation or landscaping works in connection with Palisade Miranda including the installation of Services;
- (b) any works ancillary to those works;
- (c) placing on Palisade Miranda anything in connection with construction and development works including temporary structures, signs, building materials, fences, cranes and other equipment;
- (d) any noise and dust associated with the carrying out of any building, demolition, excavation or landscaping works; and
- (e) selling and leasing activities in connection with Palisade Miranda.

Development Approval means:

- (a) DA 15/0742 determined by Council on 10 December 2015; and

- (b) any other development approvals (and modifications of them) which apply (or may apply) to Palisade Miranda.

Draft By-Laws means the draft by-laws for Palisade Miranda in **Attachment 4**.

Drafts Documents means any of the documents in column 1 of the table below attached to this contract as the corresponding Attachment in Column 2 which upon Registration shall be known as the corresponding Final Documents in column 3.

Column 1	Column 2	Column 3
Draft Documents	Attachment	Final Documents
Draft By-Laws	4	By-Laws
Draft Easements	5	Easements
Draft Strata Plan	3	Strata Plan
Draft Plan of Consolidation	6	Consolidation Plan
Floor Plan	2	Not applicable

Draft Easements means the draft easements for the Draft Strata Plan set out in the draft section 88B instrument in **Attachment 5**.

Draft Plan of Consolidation means the draft consolidation plan, which consolidates the Land in **Attachment 6**.

Draft Strata Plan means the draft strata plan, which strata subdivides the Land in **Attachment 3**.

Easements mean easements, restrictions on use, positive covenants and any releases of easements, restrictions on use and positive covenants benefiting or burdening any part of Palisade Miranda which exist or may be created up until completion of Palisade Miranda.

Embedded Service Network means an embedded network of infrastructure for a Service installed and configured in Palisade Miranda in a way to enable:

- (a) the bulk purchase by the Owners Corporation of a Service from a Service Provider; and
- (b) distribution and billing of the Service from the Owners Corporation to each Strata Lot based on usage metres or generally accepted principles.

EP&A Act means the *Environmental Planning and Assessment Act 1979* (NSW).

Expert means a person nominated by the president of the Royal Australian Institute of Architects NSW Chapter at the request of either the vendor or the purchaser.

Final Documents means the documents set out in column 3 of the table under Draft Documents.

FIRB Fee means any fees or charges (including GST) which are payable to the Treasurer pursuant to any FIRB Legislation in respect to the purchaser's acquisition of the Apartment as a Foreign Person. The FIRB Fees as known to the vendor at the date of this contract are set out in the table below, but are subject to revision pursuant to the FIRB Legislation.

Purchase price of property	FIRB Fee
Property valued \$1 million or less	\$5,000.00*
Property valued over \$1 million	\$10,000.00* then \$10,000.00 incremental fee increase per additional \$1 million in property value

Purchase price of property	FIRB Fee
Property valued over \$2 million	\$20,000.00* then \$10,000.00 incremental fee increase per additional \$1 million in property value

FIRB Legislation means the *Foreign Acquisitions and Takeovers Act 1975* (Cwlth) and any other legislation applicable relating to the terms of purchase of residential property in Australia by a Foreign Person.

Flooring Scheme means either:

- (a) timber flooring; or
- (b) tile flooring,

in the living areas of the Apartment (note bedrooms are carpeted).

Floor Plan means the proposed floor plan for the Apartment in **Attachment 2**.

Foreign Person means a person who requires the Treasurer’s approval under the FIRB Legislation to purchase residential property in Australia.

Government Agency means any government, semi-government, statutory, public or other authority having any jurisdiction over the development of Palisade Miranda and includes the Council and the LPI.

GST has the meaning it has in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth).

Guarantor means the person who signs the guarantee and indemnity in **Schedule 5** as guarantor.

A person becomes **Insolvent** if:

- (a) it is (or states that it is) under administration or insolvent (each as defined in the Corporations Act); or
- (b) it has a Controller appointed, is in liquidation, in provisional liquidation, under administration or wound up or has had a Receiver appointed to any part of its property; or
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other party); or
- (d) an order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
- (e) it is taken (under section 459(F)(1) of the Corporations Act) to have failed to comply with a statutory demand; or
- (f) it is the subject of an event described in section 459(C)(2)(b) or section 585 of the Corporations Act (or it makes a statement from which the vendor reasonably deduces it is so subject); or
- (g) it is otherwise unable to pay its debts when they fall due; or

(h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction,

however a person is not necessarily **Insolvent** if a registered mortgagee is in possession of the property. See clause 51.

Income Tax Act means the *Income Tax Assessment Act 1997* (Cwlth).

Integrated Fridge Upgrade means the installation of a Fisher & Paykel integrated single door refrigerator by the vendor to the kitchen of the Apartment at the election of the purchaser.

Integrated Fridge Upgrade Cost means the cost of the Integrated Fridge Upgrade in the amount of \$1,700.00 (inclusive GST).

Interest Rate means the interest rate of 10% per annum.

Land means the site described in the Land Schedule on which Palisade Miranda is being developed.

Land Schedule means the lots set out in **Schedule 2**.

LPI means the Land and Property Information NSW.

Major Defect means a defect which because of its nature requires urgent attention, is dangerous or makes the property uninhabitable.

Management Act means the *Strata Schemes Management Act 2015* (NSW).

Normal Expenses means Costs incurred for or on behalf of the Owners Corporation, which would normally be payable from the administrative fund of the Owners Corporation including Costs in connection with insurance and building management fees.

Occupation Certificate means an interim or final occupation certificate under section 109C of the EP&A Act which includes or relates to the Apartment (and any Common Property required to access the Apartment).

Owners Corporation means the owners corporation for Palisade Miranda created on Registration.

Pacific means the residential building named Pacific in Palisade Miranda and referred to as Building B in the Draft Strata Plan.

Palisade Miranda means the proposed development of approximately 197 residential apartments on the Land.

Personal Information means information or an opinion (including information or an opinion forming part of a database) collected, held, used or disclosed in connection with this contract whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Pre-Conditions means the vendor obtaining further Development Approvals which the vendor requires, construction finance and a minimum amount of qualifying pre-sales required by its financier for the development of Palisade Miranda to proceed.

Pre-Condition Date means 30 June 2017.

Privacy Statement means a statement, a copy of which is attached to this contract as **Attachment 9** containing matters about the vendor's information-handling practices as required by National Privacy Principle 1 of the *Privacy Act 1988* (Cwlth).

Prohibited Entity means any person or entity which:

(a) is a "terrorist organisation" as defined in the *Criminal Code Act 1995*; or

- (b) has a connection with certain countries or named individuals or entities subject to international sanctions or is associated with terrorism including the persons or entities listed by the Minister for Foreign Affairs in the Government Gazette pursuant to Part 4 of the *Charter of the United Nations Act 1945* (Cwlth) or such other person or entity on any other list of terrorist organisations maintained pursuant to the rules and regulations of the Department of Foreign Affairs and Trade pursuant to any other Australian legislation.

Property Rights means Easements, leases and other arrangements, rights or privileges creating a proprietary estate in Palisade Miranda.

Rail Corridor means the land adjoining or in the vicinity of the Land on which the Rail Operations are carried out.

Rail Operations includes all activities, infrastructure and works related to the operation of rail passenger services and any transport services including activities which are additional to or in substitution for any rail service.

Receiver includes a receiver or a receiver and manager.

Registration means registration of the Draft Documents (in stages or in any order) at LPI, except the Floor Plan.

Registration Notice means a written notice served by the vendor notifying the purchaser that the Strata Plan has been registered by the LPI.

Related Body Corporate has the meaning it has in the Corporations Act.

Replacement Documents means the documents replacing any of the Draft Documents in accordance with clause 40.7.

Requisitions on Title means the requisitions in **Attachment 8**.

Resident means a person who is either an Australian citizen or holds a permanent resident visa and does not require the Treasurer’s approval under the FIRB Legislation to purchase residential property in Australia.

Schedule of Finishes means the schedule of finishes for the Apartment in **Attachment 7**.

Service Network means any:

- (a) service network of a Service Provider ;
- (b) Embedded Service Network.

Service Network Agreements means an agreement with a Service Provider in respect to a Service Network which may be with the vendor or the Owners Corporation.

Service Provider means an installer, seller or provider of Services and, where the context permits, can include an owner of a Service Network.

Services means services to Palisade Miranda including:

- (a) water, gas and electricity;
- (b) sewerage and drainage;
- (c) telephone, television and other telecommunications; and
- (d) security systems.

Strata Lot means a lot in a strata scheme under the Development Act.

Strata Plan means the registered strata plan which creates the Strata Lot for the property.

Sunset Date means 30 June 2020 as may be extended under clause 36.6.

Treasurer means the Treasurer of the Commonwealth of Australia and any delegate of the Treasurer and any other government entity or department designated to receive any FIRB Fee.

33. BINDING NOTIFICATION FORM

33.1 Binding Notification Form

- (a) The purchaser must complete and return to the vendor within 20 Business Days after the date of this contract the Binding Notification Form which provides the vendor with the relevant information required to be provided under this contract as follows (to the extent that the purchaser has not provided that relevant information to the vendor as at the date of this contract):
- (i) Integrated Fridge Upgrade option (clause 38.10);
 - (ii) flooring scheme selection (clause 38.11);
 - (iii) colour scheme selection (clause 38.12);
 - (iv) Purchaser details FIRB (clause 43); and
 - (v) depreciation schedule (clause 49).
- (b) Once the purchaser returns the completed Binding Notification Form to the vendor, the purchaser authorises the vendor’s solicitor:
- (i) to complete the relevant information, where applicable, on page 1; and
 - (ii) rely on the information in the Binding Notification Form.

34. PAYMENT OF DEPOSIT

34.1 Interpretation

In this clause 34 **Cooling Off Period** means the period of time between the date of this contract and 5.00pm on the date that is 5 Business Days after the date of this contract.

34.2 Deposit by instalments

The purchaser must pay the full deposit of 10% of the purchase price. However, the vendor will accept payment of the deposit in 2 instalments which the purchaser must pay as follows:

- (a) on the date of this contract the first instalment of \$3,000.00; and
- (b) on the date that is 10 Business Days after the date of this contract the second instalment of either:
 - (i) the balance of the 10% of the purchase price; or
 - (ii) a Bank Guarantee for the full 10% of the purchase price in which event the purchaser will be refunded the \$3,000.00 instalment paid under clause 34.2(a),

and in this respect, time is of the essence.

34.3 Cooling Off Period

At any time during the Cooling Off Period, the purchaser may rescind the contract by written notice to the vendor’s solicitor. Subject to the provisions of this contract, the purchaser may not rescind this contract after the Cooling Off Period has expired.

34.4 Refund if rescission during Cooling Off Period

If the purchaser exercises its right to rescind within the Cooling Off Period in accordance with clause 34.3, the purchaser is entitled to a refund of the \$3,000.00 instalment paid under clause 34.2(a) less an amount equal to 0.25% of the purchase price of the property. The purchaser forfeits the amount equal to 0.25% of the purchase price of the property to the vendor.

34.5 Bank Guarantee

Instead of paying the deposit under clause 2.1, the purchaser may give a Bank Guarantee to the vendor provided:

- (a) the Bank Guarantee must be in a form acceptable to the vendor and the vendor’s financier; and
- (b) if the Bank Guarantee has an expiry date:
 - (i) not expire earlier than 15 months after the Sunset Date; and
 - (ii) where the Sunset Date is extended pursuant to this contract, the Bank Guarantee must be updated so as to comply with clause 34.5(b)(i); and
- (c) the purchaser must pay the vendor by unendorsed bank cheque the amount specified in the Bank Guarantee on completion; and
- (d) the purchaser must ensure that any Bank Guarantee delivered to the vendor under this clause 34 is valid and enforceable in accordance with its terms.

34.6 Obligations where Bank Guarantee provided as deposit

The purchaser’s obligations under this clause 34 are essential. If the purchaser does not comply with its obligations under this clause 34, the vendor may elect in its absolute discretion to:

- (a) terminate this contract and call on the Bank Guarantee;
- (b) call on and convert the Bank Guarantee to be treated as a deposit under clause 2.1 if the purchaser does not comply with clause 34.5; or
- (c) treat the non-compliance as a deemed failure to pay the deposit under clause 2.1.

35. GUARANTEE AND INDEMNITY**35.1 If purchaser is a company**

If the purchaser is a company which is not listed on the Australian Stock Exchange, then the purchaser agrees to procure the execution of the guarantee and indemnity attached to this contract in Schedule 5 by all the directors of the purchaser on or prior to the execution of this contract by the purchaser.

35.2 Vendor may rescind

The vendor may rescind this contract if:

- (a) the purchaser does not comply with clause 35.1; or

- (b) the Guarantor (or if the Guarantor consists of two or more persons, any of those persons) does not sign the guarantee and indemnity in Schedule 5.

35.3 Transfer to Guarantor

If the Guarantor notifies the vendor that the balance of purchase moneys is to be paid by the Guarantor, the Guarantor is to be the transferee under the form of transfer. If the Guarantor gives that notice, the purchaser:

- (a) authorises the vendor to sign a form of transfer in which the Guarantor is the transferee;
- (b) authorises the vendor to deal with the Guarantor (to the exclusion of the purchaser) as if the Guarantor were named in this contract as the purchaser; and
- (c) may not make an objection, claim or requisition, delay completion, rescind or terminate because the Guarantor is the transferee or because the vendor deals with the Guarantor under clause 35.3(b).

An authorisation given under this clause 35.3 is irrevocable.

36. COMPLETION CONDITIONS

36.1 Conditions for completion

Completion is subject to and conditional on:

- (a) registration of the Strata Plan; and
- (b) the issue of the Occupation Certificate.

36.2 When is completion?

The completion date is the date that is the later of:

- (a) 10 Business Days after the date the vendor serves the Registration Notice;
- (b) 10 Business Days after the date the vendor serves a copy of the Occupation Certificate; and
- (c) 30 Business Days after the date of this contract.

36.3 Registration of Strata Plan and Occupation Certificate by Sunset Date

The vendor must:

- (a) use all reasonable endeavours to ensure that the Strata Plan is registered on or before the Sunset Date;
- (b) notify the purchaser in writing promptly after the intended Strata Plan is lodged for registration at the LPI;
- (c) use all reasonable endeavours to obtain the Occupation Certificate on or before the Sunset Date;
- (d) serve the Registration Notice promptly after the Strata Plan has been registered; and
- (e) serve a copy of the Occupation Certificate promptly after the Occupation Certificate has been obtained.

36.4 If Strata Plan not registered

- (a) If the Strata Plan is not registered on or before the Sunset Date then:
 - (i) the purchaser (but not the Guarantor) may rescind this contract by written notice to the vendor;
 - (ii) the vendor may rescind this contract, by written notice to the purchaser provided that the purchaser consents in writing to the rescission.
- (b) If the vendor proposes to rescind the contract under clause 36.4(a)(ii):
 - (i) it must serve the purchaser with a notice in writing at least 28 days before the proposed rescission that specifies why the vendor is proposing to rescind the contract and the reasons for the Strata Plan not being registered by the Sunset Date; and
 - (ii) provided the vendor complies with clause 36.4(b)(i), the purchaser must act reasonably and promptly in providing consent in writing to the vendor.
- (c) Neither party may rescind under this clause 36.4 after Registration (despite Registration being after the Sunset Date).

36.5 If Occupation Certificate not obtained

If the Occupation Certificate is not obtained on or before the Sunset Date then the vendor or the purchaser (but not the Guarantor) may rescind by written notice to the other party. However, a party may not rescind under this clause 36.5 after the Occupation Certificate has been obtained (despite being obtained after the Sunset Date).

36.6 If construction of Palisade Miranda is delayed

The vendor may extend the Sunset Date by each day that progress towards completion of Palisade Miranda is affected by:

- (a) any delay by Government Agencies in giving any further Development Approvals consistent with the plans or documents contemplated under this contract including the Strata Plan; or
- (b) inclement weather or conditions resulting from inclement weather; or
- (c) any civil commotion, strikes or lock-outs (industrial conditions); or
- (d) any delay by Government Agencies in giving an approval or registration of any plans or documents contemplated under this contract including the Strata Plan; or
- (e) an extension of time under the construction contract; or
- (f) conditions to be satisfied for the funding of construction; or
- (g) any delay arising from construction and procurement of materials; or
- (h) any matter or thing beyond the vendor's control.

36.7 Independent certifier

An independent certifier must be appointed by the vendor for the purposes of determining the vendor's entitlement to extensions of time under clause 36.6. This independent certifier:

- (a) is the sole determinator of the vendor's entitlement to extensions of time under clause 36.6;

- (b) must act independently and not as an agent of the vendor;
- (c) must prepare a certificate certifying the extension of time; and
- (d) acts as an expert and not an arbitrator.

There must be no conflict of interest and no commercial or financial connection between the vendor and the independent certifier.

36.8 Certificate of extension

The certificate by the independent certifier appointed under clause 36.7 in connection with extensions of time under clause 36.6:

- (a) extends the Sunset Date to the date specified in the certificate;
- (b) must set out the reasons for the extension;
- (c) must be served by the vendor on the purchaser; and
- (d) is final, conclusive and binding on the parties.

36.9 Restriction

The vendor may only extend the Sunset Date a maximum of twice for a period (or periods) not exceeding twelve (12) months in total.

37. DEVELOPMENT DISCLOSURES

37.1 Development specific disclosures

The vendor discloses and the purchaser acknowledges:

- (a) the matters set out in Schedule 4;
- (b) that the vendor has the rights set out in Schedule 4;
- (c) that the vendor will comply with its obligations set out in Schedule 4.

37.2 Claims by the purchaser

In respect of any matter referred to or contemplated in Schedule 4:

- (a) subject to clause 37.2(b), the purchaser may not make an objection, claim, delay completion, rescind or terminate; and
- (b) subject to clause 10, the purchaser may only make a claim in accordance with clause 7 (as that clause has been amended by clause 55) if any action caused by the vendor changes a matter referred to or contemplated in Schedule 4 and that change materially and detrimentally affects the property.

38. CONSTRUCTION OF PALISADE MIRANDA

38.1 Obligations of the vendor

Subject to clause 38.2, the vendor must use all reasonable endeavours to cause Palisade Miranda to be constructed:

- (a) in a proper and workmanlike manner; and
- (b) in accordance with all laws and the requirements of any Government Agency.

38.2 Development Approvals, finance and minimum qualifying pre-sales

The purchaser acknowledges that the vendor must satisfy the Pre-Conditions. The vendor may rescind this contract if the vendor having used all reasonable endeavours, is unable to satisfy the Pre-Conditions by the Pre-Condition Date by serving written notice on the purchaser at any time after the Pre-Condition Date. The vendor’s right of rescission lapses once the Pre-Conditions are satisfied.

38.3 Schedule of Finishes for the Apartment

Before completion, the vendor must use all reasonable endeavours to cause:

- (a) the property to be finished as specified in the Schedule of Finishes; and
- (b) relevant items specified in the Schedule of Finishes to be installed in the property,

however, the vendor may change any finish or item to another finish or item of at least equivalent quality without notifying the purchaser. If the vendor changes any finish or item to another finish or item, the vendor must act in a way which will not materially and detrimentally affect the property.

38.4 Disagreements about finishes

Either the vendor or the purchaser may refer to an Expert any disagreement in connection with any finish or any item installed or to be installed in the property. See clause 56.1.

38.5 Car spaces and storage spaces

The vendor may:

- (a) change the location or dimensions of any car space forming part of the property provided that the changed location or dimensions provides parking for the same number of cars as the former location and it complies with the Building Code of Australia;
- (b) change the location or configuration of any storage spaces forming part of the property;
- (c) designate a car space forming part of the property to be an accessible (disabled) car space (regardless of whether the purchaser requires an accessible (disabled) car space or not), in which event that car space may be marked by the vendor with an accessible (disabled) car space symbol;
- (d) make any car space or storage space forming part of the property a separate lot or part of the lot comprising the Apartment; and
- (e) convert any area currently shown as common property on any of the basement levels of the Draft Strata Plan into carspaces or storage spaces to be allocated to an Apartment or as separate lots.

38.6 Carpark height restriction

The vendor discloses that the height of basement levels of the carpark in Palisade Miranda may be restricted in height of 2.2 metres high (from floor slab level).

The purchaser acknowledges that due to the height restriction the purchaser may not be able to access the basement levels of the carpark with any motor vehicle (including attachments such as spoilers, low profile tyres, roof racks and antennas) which exceed the height limitations.

38.7 Accessible (disabled) Apartments

The vendor discloses that the Development Approval requires a number of Apartments to be constructed as accessible (disabled) Apartments. The purchaser acknowledges:

- (a) the property may be a designated accessible (disabled) Apartment (regardless of whether the purchaser requires an accessible (disabled) Apartment or not);
- (b) if the property is a designated accessible (disabled) Apartment, the vendor shall only be required to complete the accessible (disabled) Apartment to the minimum accessible requirements pursuant to the Development Approval;
- (c) the vendor may, but is not obliged to, carry out further specific accessible works in the property if requested by the purchaser provided:
 - (i) the request is submitted in writing by the purchaser within 20 Business Days after the date of this contract; and
 - (ii) the purchaser agrees in writing and by binding variation to this contract to pay for such additional works on completion of this contract as an increase to the purchase price.

38.8 Floor Plan

The vendor discloses and the purchaser acknowledges:

- (a) the Floor Plan is a draft of the proposed layout of the property;
- (b) any furniture or fittings shown in the Floor Plan, unless stipulated in the Schedule of Finishes, are not included in the sale of the property; and
- (c) the vendor may change or be required to change the final layout of the property from that shown in the Floor Plan including as resulting from the design development of Palisade Miranda or to enable Services or elements of Common Property to be constructed or installed, provided those changes will not materially and detrimentally affect the property.

38.9 Disagreements about the Floor Plan

Either the vendor or the purchaser may refer to an Expert any disagreement in connection with the Floor Plan and the layout of the property as completed. See clause 56.1.

38.10 Integrated Fridge Upgrade

- (a) The purchaser acknowledges that the Integrated Fridge Upgrade is available to one (1) and two (2) bedroom Apartments.
- (b) If the Integrated Fridge Upgrade option on page 1 is elected or is notified by completing the Binding Notification Form within 20 Business Days after the date of this contract then:
 - (i) the vendor agrees to finish the Apartment with the Integrated Fridge Upgrade; and
 - (ii) the purchaser acknowledges and agrees to pay the Integrated Fridge Upgrade Cost in addition to the purchase price and on and as a condition of completion.
- (c) If the Integrated Fridge Upgrade option on page 1 is not completed or is not notified by completing the Binding Notification Form within 20 Business Days after the date of this contract the Apartment will not be finished with the Integrated Fridge Upgrade.

38.11 Flooring Scheme

- (a) If the Flooring Scheme item on page 1 is completed or is notified within 20 Business Days after the date of this contract by completing the Binding Notification Form, the vendor agrees to finish the property in accordance with the Flooring Scheme selected by the purchaser.

- (b) If the Flooring Scheme item on page 1 is not completed or is not notified within 20 Business Days after the date of this contract by completing the Binding Notification Form, the purchaser acknowledges and agrees that the vendor will install ‘Timber’ flooring in the property.
- (c) The purchaser acknowledges that carpet will remain in the bedrooms and there will be no option to upgrade the carpet to any other floor covering.
- (d) The purchaser may not make an objection, claim or requisition, delay completion, rescind or terminate in respect of the Flooring Scheme selected by the vendor under clause 38.11 (b).

38.12 Colour Scheme

- (a) If the colour scheme item on page 1 is completed or is notified within 20 Business Days after the date of this contract by completing the Binding Notification Form, the vendor agrees to finish the property in accordance with the colour scheme selected by the purchaser in the colour scheme item as specified in the Schedule of Finishes.
- (b) If the colour scheme item on page 1 is not completed or is not notified within 20 Business Days after the date of this contract by completing the Binding Notification Form, the purchaser acknowledges and agrees that the vendor will select the colour scheme known as ‘Ivory’ for the property.
- (c) The purchaser may not make an objection, claim or requisition, delay completion, rescind or terminate in respect of the colour scheme selected by the vendor under clause 38.12(b).

38.13 Documents to be given to purchaser by vendor

The vendor agrees that on completion, it will give to the strata manager all written warranties in respect of the appliances installed in the property that are available and in the possession of the vendor.

38.14 Assignment of warranties

If written warranties for inclusions in the sale are capable of assignment, then on completion the vendor assigns to the purchaser all the vendor’s interest in them.

39. DEVELOPMENT ACTIVITIES

39.1 Rights of the vendor

The vendor discloses that it:

- (a) intends to carry out Development Activities; and
- (b) may carry out Development Activities after completion; and
- (c) shall employ contractors or agents to carry out the Development Activities.

39.2 Acknowledgement

The purchaser acknowledges that the vendor may have minor elements of Development Activities to complete and may have to finalise those minor Development Activities following completion.

39.3 Obligations of vendor

If the vendor carries out Development Activities after completion, it must use reasonable endeavours to minimise inconvenience to the purchaser arising from those Development Activities.

40. DRAFT DOCUMENTS AND PLANS

40.1 Draft Strata Plan

The vendor discloses that:

- (a) the Draft Strata Plan is subject to final survey;
- (b) the number or configuration of lots and/or the boundaries of the lots in the Strata Plan may vary from the number or configuration or boundaries shown in the Draft Strata Plan; and
- (c) the vendor may also be required to make amendments to the Strata Plan or each stage of it to comply with the requirements of any Government Agencies.

40.2 Draft Easements

The Draft Easements identify the proposed Easements. The vendor discloses that:

- (a) at the date of this contract not all Easements being required for the good and proper management of Palisade Miranda have been identified by the vendor;
- (b) not all Easements, have been identified on the Draft Strata Plan;
- (c) the vendor may be required to create various Easements to comply with the requirements of any Government Agencies;
- (d) if the site of a Draft Easement is identified on a Draft Strata Plan, the vendor may change the location of the site of the Easement on the Strata Plan;
- (e) the vendor may register Easements in one or more easement instruments to accompany the Strata Plan;
- (f) the vendor may register Easements affecting Palisade Miranda with other plans or by transfers granting easements; and
- (g) Costs may be apportioned under the Easements affecting Palisade Miranda.

40.3 Draft By-Laws

- (a) The Draft By-Laws identify the proposed By-Laws in respect of Palisade Miranda.
- (b) The vendor discloses that:
 - (i) the By-Laws include important requirements about the appearance of Palisade Miranda which may affect the property;
 - (ii) at the date of this contract not all By-Laws being required for the good and proper management of Palisade Miranda have been identified by the vendor or included in the Draft By-Laws; and/or
 - (iii) the vendor may be required to create various By-Laws to comply with the requirements of any Government Agencies.

40.4 Change of unit entitlements

If the vendor obtains a valuation from a registered valuer for the purpose of calculating the unit entitlements and the valuation is based on the valuer's estimate of the value of the lots in accordance with the Management Act, then:

- (a) the vendor may change the proposed unit entitlements for the Strata Plan based on the valuation from those set out in the Draft Strata Plan, including

those for the property, before lodgement of the Strata Plan for registration;
and

- (b) the purchaser is bound by the unit entitlements endorsed on the Strata Plan; and
- (c) the purchaser may not make an objection, claim or requisition, delay completion, rescind or terminate in respect of any change to the unit entitlement under this clause 40.4.

40.5 Claims and rescission rights if difference between documents and plans

Subject to clause 40.6, if there is a difference between a Draft Document and a Replacement Document or between a Draft Document and a Final Document the purchaser:

- (a) subject to clause 40.5(b) and (c), may not make an objection, claim, delay completion, rescind or terminate;
- (b) subject to clause 10, may make a claim in accordance with clause 7 (as that clause has been amended by clause 55) if the difference materially and detrimentally affects the property; and
- (c) may rescind if the difference materially and detrimentally affects the property.

40.6 Claims and rescission right if difference between area and Strata Plan

If there is a reduction in the total area (excluding any carspace or storage space) of the property in the Strata Plan at completion compared to the Draft Strata Plan the purchaser:

- (a) may not make an objection, delay completion, rescind or terminate if the reduction in area is less than 3%;
- (b) subject to clause 10, may make a claim in accordance with clause 7 (as that clause has been amended by clause 55) if the reduction in area is between 3% and 5%; and
- (c) may rescind if the reduction in area is more than 5%.

40.7 Replacement Documents

- (a) The vendor may at any time prior to the issue of the Registration Notice serve notice in writing to the purchaser that the vendor requires replacement of any Draft Document with a Replacement Document a copy of which will be provided by the vendor with such notice.
- (b) The existing Draft Document will on and from the date of service be taken to be replaced by the corresponding Replacement Document which shall thereafter be deemed to be the corresponding Draft Document attached to this contract.
- (c) The purchaser must within 10 Business Days of receipt of any Replacement Documents either:
 - (i) provide written acceptance to the vendor of such Replacement Documents; or
 - (ii) provide written notification to the vendor of the purchaser's intention to make a claim or rescind in accordance with clause 40.5 which notice must include details of the reasons or rights the purchaser purports to have to make a claim or effect rescission.

- (d) If the purchaser provides written notification to the vendor pursuant to clause 40.7(c)(ii), then vendor may within 20 Business Days of receipt of the purchaser’s written notification do one or more of the following:
- (i) may serve further Replacement Documents to address the matters which gave rise to the purchaser’s notice of intention;
 - (ii) accept the purchaser’s claim, in which event the purchaser will be deemed to have made a claim under clause 40.5(b);
 - (iii) accept the purchaser’s right of rescission, in which event the purchaser will be deemed to have rescinded under clause 40.5(c);
 - (iv) the vendor requires the parties to:
 - (A) use their reasonable endeavours and act in good faith to resolve the matters which gave rise to the purchaser’s notice of intention to make a claim or rescind; and
 - (B) if the parties are unable to resolve the matters which gave rise to the purchaser’s notice of intention to make a claim or rescind, either the vendor or the purchaser may refer the matter to an Expert. See clause 56.1.
- (e) If:
- (i) the vendor does not respond to the purchaser’s written notification made under clause 40.7(c)(ii) within 20 Business Days; and/or
 - (ii) the matter is not resolved pursuant to clause 40.7(d) (iv),
- then the purchaser’s intention to make a claim or rescind in accordance with clause 40.5 will remain.
- (f) If the purchaser does not comply with clause 40.7 (c) then the purchaser is deemed to accept the Replacement Documents and may not make an objection, claim, delay completion, rescind or terminate with respect to the Replacement Documents.

41. NOTATIONS AND PROPERTY RIGHTS

41.1 Notations on certificates of title

The purchaser is aware that the notations on the certificate of title for the Land may be endorsed on the certificate of title issued or to be issued in respect of the Common Property.

41.2 No claims or rescission rights

The purchaser may not make an objection, claim or requisition, delay completion, rescind or terminate in respect of the existence of:

- (a) the notations on the certificate of title for the Land; or
- (b) any matter disclosed in this contract which may be noted on the certificate of title for the Common Property.

41.3 Acknowledgements

The purchaser is aware that at the date of this contract, Property Rights which the vendor or the Owners Corporation may create, enter into, make, grant or dedicate may not have been created, entered into, made, granted or dedicated or be in final or draft form.

41.4 Claims and rescission rights

If a Property Right, which is not disclosed in this contract, is created, entered into, made, granted or dedicated the purchaser:

- (a) subject to clause 41.4(b) and (c), may not make an objection, claim, delay completion, rescind or terminate;
- (b) subject to clause 10, may make a claim in accordance with clause 7 (as that clause has been amended by clause 55) if the Property Right materially and detrimentally affects the property; and
- (c) may rescind if the Property Right materially and detrimentally affects the property.

41.5 Vendor must not act unreasonably

The vendor agrees to use its reasonable endeavours not to act in any way under this clause 41 which unreasonably and adversely affects the property.

42. LIMITATION ON PURCHASER'S RIGHTS**42.1 Claims and rescission rights**

Despite any other provision of this contract, the purchaser may not make an objection, claim or requisition, delay completion, rescind or terminate in respect of any matter that is not prohibited by this contract.

42.2 Matters which are not material and detrimental

For the avoidance of doubt, the parties agree that the following matters will not be taken to materially and detrimentally affect the property:

- (a) minor changes to the internal configuration of the property;
- (b) the relocation or minor reduction in the size of a carspace property (provided it complies with the law and requirements of Council and other Government Agencies) or a storage space allocated to the property;
- (c) the location of Services;
- (d) the location of lifts within Palisade Miranda;
- (e) matters expressly disclosed in this contract.

42.3 Time to claim or rescind

If the purchaser has a right to make a claim or a right of rescission under this contract, that right may only be exercised by written notice to the vendor within 10 Business Days of the earlier of when:

- (a) the vendor notifies the purchaser of the relevant matter; or
- (b) the purchaser first becomes aware of the relevant matter,

and in this respect time is of the essence.

43. PURCHASER DETAILS & FIRB APPROVAL**43.1 Application of this clause**

- (a) The vendor is in the process of seeking the Treasurer's approval to sell Apartments in Palisade Miranda to Foreign Persons.

- (b) Clause 43.2 will not apply once the vendor has obtained the Treasurer’s approval or if a copy of the Treasurer’s approval is attached to this contract in **Attachment 10**.

43.2 Conditional contract

- (a) If the purchaser is a Foreign Person, this contract is conditional on the purchaser obtaining the approval from the Treasurer to purchase the property within 4 months of the date of this contract.
- (b) The purchaser agrees that on the date of this contract it will:
 - (i) sign any necessary forms to authorise the vendor’s solicitor to lodge any application for approval on the purchaser’s behalf; and
 - (ii) promptly provide any further information required by FIRB to complete the application for approval to purchase the property if requested by the vendor’s solicitor.
- (c) If the purchaser does not obtain the approval from the Treasurer to purchase the property within 4 months of the date of this contract then either party may rescind this contract.

43.3 Providing information

The purchaser must within 20 Business Days after the date of this contract by completing the Binding Notification Form (regardless of whether the purchaser is a Resident or Foreign Person):

- (a) notify the vendor whether the purchaser is a Resident or a Foreign Person;
- (b) give the vendor:
 - (i) the purchaser’s full name, address and nationality;
 - (ii) if the purchaser is a company, the names, address and nationalities of the shareholders and directors of the company;
 - (iii) if the purchaser is purchasing the property in its capacity as a trustee of a trust, the names, address and nationalities of the beneficiaries under the trust;
 - (iv) if the shareholders or beneficiaries are themselves corporate or trust entities, the names, addresses and nationalities of the shareholders and directors or beneficiaries (as applicable) of the corporate or trust entity. (This clause 43.3 (b) (iv) continues to apply until the names, addresses and nationalities of all shareholders and directors or beneficiaries (as applicable) of all corporate or trust entities which have a direct or indirect interest in the purchaser have been disclosed to the vendor); and
 - (v) any other information relevant to the purchaser which the Treasurer wants from the vendor.

43.4 Reporting

The purchaser acknowledges that:

- (a) the vendor must give details of the purchaser and the purchase price (including whether the purchaser is a Foreign Person) to the Treasurer in accordance with the reporting conditions attaching to the Treasurer’s approval; and
- (b) if the purchaser does not provide the vendor with information required under clause 43.3:

- (i) the vendor will be unable to comply with the conditions attaching to the Treasurer’s approval;
- (ii) the purchaser is deemed not to be a Foreign Person; and
- (iii) the purchaser may commit an offence under the FIRB Legislation.

43.5 FIRB fees and charges

If:

- (a) the purchaser or anyone of them is a Foreign Person who is relying on the Treasurer’s approval in order to purchase the property; and
- (b) at completion the vendor is liable to pay the Treasurer the FIRB Fee in respect to the purchaser’s reliance on the Treasurer’s approval in respect to any individual Foreign Person purchasers, the purchaser must reimburse the vendor the amount of the FIRB Fee in addition to the purchase price and on and as a condition of completion.

43.6 Purchaser’s representations and warranties

The purchaser:

- (a) represents and warrants that all information given by it to the vendor under this clause 43 is accurate and complete; and
- (b) acknowledges that the vendor is relying on all information given to it by the purchaser under this clause 43 for the purposes of its reporting requirements to the Treasurer.

44. REQUISITIONS ON TITLE

For the purpose of clause 5.1, the requisitions are in the form of the Requisitions on Title.

Nothing in this clause 44 prevents the purchaser from serving additional requisitions on title, provided the requisitions:

- (a) are served in accordance with clause 5.2 (as that clause is amended by clause 55);
- (b) do not deal with the same subject matters contained in the Requisitions on Title; and
- (c) are genuine requisitions on title.

45. DELAY INTEREST AND NOTICE TO COMPLETE

45.1 Completion after the completion date

Subject to clause 45.3, if the purchaser completes this contract after the completion date, then on completion the purchaser must pay the vendor interest at the Interest Rate on:

- (a) the balance of the price; and
- (b) any other amount payable by the purchaser to the vendor under this contract,

from but excluding the completion date to and including the date of actual completion.

45.2 Essential term

The purchaser's obligations under clause 45.1 are essential.

45.3 No interest if other party not able to complete

The purchaser need not pay interest under this clause 45 for as long as the purchaser is ready, willing and able to complete and completion cannot take place because the vendor cannot complete.

45.4 Period to comply with notice to complete

If a party is entitled to serve a notice to complete, then 10 Business Days (excluding the day on which that notice is served) is a reasonable period to allow for completion in that notice.

45.5 Legal costs

In the event that the vendor has to issue a notice to comply or a notice to complete on the purchaser, the purchaser agrees to pay to the vendor's solicitor the sum of \$400 to cover additional legal costs incurred by the vendor due to the default of the purchaser.

46. ADJUSTMENTS**46.1 Council rates**

If, at completion, a separate assessment for council rates in respect of the property for the year or the quarter being adjusted and current at completion has not been issued, no regard is to be had to the actual separate assessment if and when it issues and:

- (a) the vendor must pay or procure the payment of the actual separate assessment if and when it issues; and
- (b) on completion the purchaser must adjust the amount referred to in Item 1 of Schedule 3 in accordance with clause 14.

46.2 Water and sewerage rates

If, at completion, a separate assessment for water and sewerage rates in respect of the property for the quarter current at completion has not been issued, no regard is to be had to the actual separate assessment if and when it issues and:

- (a) the vendor must pay or procure the payment of the actual separate assessment if and when it issues; and
- (b) on completion the purchaser must adjust the amount referred to in Item 2 of Schedule 3 in accordance with clause 14.

46.3 Land tax adjustment

The vendor requires a land tax adjustment for the year current at completion as follows:

- (a) on completion, the purchaser must adjust the amount referred to in Item 3 of Schedule 3 in accordance with clause 14; and
- (b) no regard is to be had to any actual assessment for any land which includes the property or for the property which is issued for the year current at completion.

46.4 Obligations of the vendor for rates

The vendor must, before completion, pay or procure the payment of:

- (a) any assessment for council rates; and
- (b) any assessment for water and sewerage rates,

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.

46.5 Obligations for land tax

Before completion the vendor must pay or procure the payment of any assessment for 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 land tax.

47. OWNERS CORPORATION MATTERS

47.1 Adjustments

The vendor and the purchaser must adjust under clause 14:

- (a) any regular periodic contribution to the administrative funds and the sinking funds of the Owners Corporation;
- (b) any insurances or levies relating to insurances required by the Owners Corporation, including reimbursement to the vendor for insurances or levies paid by the vendor and relating to any period after completion; and
- (c) any regular payments under a By-Law applying to the property.

47.2 Vendor liable

The vendor is liable for any contribution levied by the Owners Corporation other than a contribution referred to in clause 47.1:

- (a) if the Owners Corporation levies the contribution before completion; or
- (b) if the Owners Corporation levies the contribution after completion, to the extent the contribution relates to:
 - (i) money borrowed by the Owners Corporation before the date of completion; or
 - (ii) work started by the Owners Corporation before the date of completion; or
 - (iii) an obligation of the Owners Corporation to a Government Agency existing at the date of completion.

47.3 Normal Expenses

The vendor and the purchaser must adjust under clause 14, on a unit entitlement basis, any Normal Expenses of the Owners Corporation paid by the vendor (in its capacity as a member of the Owners Corporation) which have not been reimbursed to the vendor at completion.

47.4 Section 118 notice

At the same time the purchaser serves the form of transfer, the purchaser must submit notices in duplicate for the property under section 118 of the Management Act that have been signed by the purchaser.

The vendor must sign both copies of the notice and:

- (a) on completion, insert the date of delivery of the transfer and give one copy of the notice to the purchaser; and
- (b) after completion, give the other copy to the Owners Corporation.

47.5 Section 109 certificate and outstanding levy certificate

The vendor will provide the purchaser a certificate under section 109 of the Management Act.

47.6 Effecting insurances

Subject to anything disclosed in Schedule 4, the vendor must cause the Owners Corporation (on registration of the Strata Plan) to effect insurances required by the Management Act.

47.7 Clause 11 of the printed provisions

Clause 11 does not apply to any notice with which the Owners Corporation must comply.

47.8 Clause 18.4 of the printed provisions

Clause 18.4 does not apply to any risk against which the Owners Corporation must insure.

48. TAXES

48.1 Terms used in this clause

Terms used in this clause 48 which have a defined meaning in the GST Act have the same meaning in this clause.

48.2 GST inclusive

The purchase price of the property and any consideration to be paid or provided under this contract is expressed to be on a GST inclusive basis unless provided otherwise.

48.3 Availability of Margin Scheme

Subject to section 75-5(2) of the GST Act, the parties agree that the margin scheme will apply in working out the amount of GST on the supply.

48.4 Acknowledgement

The purchaser acknowledges and agrees that:

- (a) it will not be entitled to an input tax credit for the acquisition of the property under this contract; and
- (b) the vendor is not required to provide a tax invoice in respect of the supply of the property.

48.5 Stamp Duty

The purchaser must pay all stamp duty (including fines and penalties) payable on this contract, on any instruments entered into under this contract, and in respect of any transaction evidenced by this contract.

49. DEPRECIATION SCHEDULE

49.1 Request by purchaser for depreciation schedule

If a depreciation schedule is required by the purchaser, the purchaser must request a depreciation schedule in writing to the vendor’s solicitor at least 10 Business Days prior to completion and pay the vendor the cost of providing the certificate. Upon the vendor advising the cost of providing the certificate the purchaser can elect to withdraw its request for a depreciation schedule.

49.2 Statement by a quantity surveyor

At completion, the purchaser must provide a cheque payable to the quantity surveyor in the amount required for preparation of the certificate (such amount to be notified by the vendor) and provide a completed form required for preparation of the certificate (such form to be provided by the vendor). The vendor will then within 40 Business Days after completion, procure the quantity surveyor to prepare and provide a schedule which contains sufficient details of the cost of all such plant, equipment, and building (together “capital works”) to enable the purchaser to claim under Division 43 of the Income Tax Act.

49.3 No warranty or representation by vendor

The vendor does not:

- (a) warrant the accuracy or completeness of the information contained in any schedule provided under this clause 49; or
- (b) represent or warrant that the purchaser will be entitled to claim income tax deductions under the Income Tax Act in respect of the capital works.

50. CAVEAT BY PURCHASER

50.1 Caveat by purchaser

The purchaser (or a person claiming through a purchaser) must not lodge a caveat on the title to the property until after it receives the Registration Notice.

50.2 Vendor appointed attorney

The purchaser for valuable consideration irrevocably appoints the vendor and each person nominated by the vendor, as the purchaser’s attorney to withdraw any caveat lodged on the title to any part of the property in contravention of clause 50.1.

50.3 Caveator consent

If the purchaser lodges a caveat on Palisade Miranda in contravention of clause 50.1, then by entering into this contract, the purchaser is taken to have provided caveator consent to the lodging of any plans, instruments or other dealings affecting Palisade Miranda.

51. RIGHTS TO RESCIND IF DEATH OR INSOLVENCY

51.1 Rights to rescind

The vendor may rescind at any time by written notice to the purchaser’s solicitor if the purchaser (or if that party consists of two or more persons, any of those persons):

- (a) dies or becomes so intellectually, physically or psychologically disabled as to be, in the reasonable opinion of the vendor, unable to complete this contract on time; or

(b) is a body corporate and becomes Insolvent.

51.2 Purchaser’s right to rescind

Subject to clause 51.3, the purchaser may rescind by written notice to the vendor’s solicitor after 6 months from the date of the Insolvent event if clause 51.3 is not invoked.

51.3 Restriction of the purchaser’s rescission rights

Notwithstanding clause 51.2, the purchaser may not rescind if a registered mortgagee in respect of the property appoints a Controller and the Controller elects to adopt this contract within a period of 6 months from the date of the Insolvent event.

52. PURCHASER’S REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

52.1 Representations and warranties

The purchaser represents and warrants that (except as provided in this contract and by statutory warranty to the extent such warranty cannot be excluded from this contract):

- (a) it was not induced to enter into this contract by, and did not rely on, any representations or warranties made by or on behalf of the vendor about the property except those representations and warranties expressly set out in this contract;
- (b) it has not relied on any information, representation, letter, documentation or arrangement or other conduct as adding to or amending this contract and that this contract constitutes the only agreement between the vendor and the purchaser;
- (c) in entering into this contract the purchaser has relied entirely on its own enquiries relating to the property made by or on the purchaser’s behalf;
- (d) the purchaser has obtained appropriate independent advice about this contract and is satisfied about:
 - (i) the purchaser’s obligations and rights under this contract;
 - (ii) the encumbrances affecting the property;
 - (iii) the purposes for which the property may be lawfully used;
 - (iv) the zoning and planning restrictions on or in respect of the property and the use to which the property may be put and the development potential of the property and as to any approvals granted by any relevant authority in relation to the property;
 - (v) the Development Approvals affecting the property generally;
 - (vi) the vendor’s rights to carry out Development Activities;
 - (vii) the purchaser’s entitlement (if any) to claim income tax deductions for depreciation of any depreciating assets included in the sale, or in connection with the cost of construction of Palisade Miranda;
 - (viii) the value of the property from its own independent valuations and reports; and
 - (ix) the present and future economic feasibility and economic return of the property;

- (e) it cannot make an objection, claim or requisition, delay completion, rescind or terminate in respect of:
 - (i) the presence on the property of any sewer, manhole, vent, mains, connections, wires, pipes, conduits, channels or distributors with respect to any service as referred to in brackets in clause 10.1.2; or
 - (ii) any roof and/or yardwater drainage or pipe being connected to the sewer; or
 - (iii) whether or not any improvements have been constructed over or adjacent to the sewer main or other installations of Sydney Water Corporation (or other Government Agency) and whether or not any approvals for such construction have been obtained and whether or not any conditions of any approval have been complied with;
- (f) the purchaser does not enter into this contract following any introduction from any other party other than the vendor's agent named on page 1 of this contract; and
- (g) the purchaser indemnifies the vendor against any claim for commission and any losses, costs (including legal costs on a solicitor-client basis) and expenses arising out of a claim for commission made by any party other than the vendor's agent in accordance with paragraph (f).

52.2 Acknowledgement

The purchaser acknowledges that the vendor has entered into this contract on the basis that the representations and warranties contained in this clause 52 are true and not misleading.

52.3 Consent to use and disclose Personal Information

Each party who is an individual consents to its Personal Information being:

- (a) used by the vendor in connection with the vendor's business, including in connection with:
 - (i) the purchase, development and sale of land;
 - (ii) the proposed sale of an interest in the vendor's business, including the sale of Palisade Miranda;
 - (iii) raising finance;
 - (iv) internal reporting;
 - (v) reporting to any Related Body Corporate, financier or adviser of the vendor;
 - (vi) the management of this contract; and
 - (vii) any use specified in any Privacy Statement;
- (b) disclosed by the vendor:
 - (i) if required or authorised by law; or
 - (ii) to any one or more of the following:
 - (A) any Related Body Corporate, financier or adviser of the vendor;
 - (B) any person in connection with a proposed sale of an interest in the vendor's business, including the sale of Palisade Miranda;

- (C) any agent engaged by the vendor and notified to the purchaser;
 - (D) any contractor or service provider involved in the construction, finishing or management of the property or the development of which it is part; and
 - (E) the Owners Corporation,
any of whom may be located outside Australia; or
- (iii) if the party consents in writing.

52.4 Prohibited Entities

The purchaser represents and warrants that:

- (a) it is not a Prohibited Entity;
- (b) it is not owned or controlled by, and does not act on behalf of, a Prohibited Entity;
- (c) no person who has any direct or indirect interest in the purchaser, including stockholders, members, partners and other investors is a Prohibited Entity;
- (d) no Prohibited Entity obtains a legal or equitable interest in the property because the purchaser enters into or completes this contract; and
- (e) it is in material compliance with all laws, statutes, rules and regulations of any federal, state or local governmental authority in Australia.

The representations and warranties in this clause 52.4 are taken also to be made on completion.

53. ASSIGNMENT BY VENDOR OR CHANGE IN REGISTERED PROPRIETOR

53.1 Assignment by vendor

The vendor may at any time without the consent of the purchaser assign or otherwise deal with its rights and interests under this contract.

53.2 Change in registered proprietor

In the event that any other entity becomes the registered proprietor or takes a substantial holding in the registered proprietor of the property prior to completion:

- (a) the provisions of this contract (including any guarantee) benefit the new registered proprietor or holding entity as if it were originally a party to this contract as vendor; and
- (b) the purchaser will enter into an agreement with the new registered proprietor or holding entity confirming the provisions of this contract or as the vendor reasonably requires at the vendor's cost.

54. VENDOR'S OBLIGATION TO REPAIR DEFECTS

54.1 Defects Notice

Within the Defects Period the purchaser may serve on the vendor two (2) Defects Notices.

54.2 Repairs after completion

Within a reasonable time after a Defects Notice is served under 54.1 the vendor must repair in a proper and workmanlike manner any Defects the subject of the Defects Notice. However, the vendor’s obligations under this clause 54.2 do not extend to repairing minor shrinkage or minor settlement cracks in the property, and the obligation is conditional upon the purchaser making access available during normal construction hours to undertake the repairs.

54.3 Repairs before completion

Before completion, the purchaser cannot serve the vendor with a Defects Notice unless the Defect is a Major Defect, in which event the vendor must repair the Major Defect before completion.

54.4 Disagreements about Defects

If there is a disagreement in connection with clauses 54.2 and 54.3:

- (a) the purchaser agrees not to delay completion;
- (b) the vendor and purchaser agree to use their reasonable endeavours and act in good faith to resolve the disagreement between themselves; and
- (c) if the vendor and the purchaser are unable to resolve the disagreement between themselves, either the vendor or the purchaser may refer the disagreement to an Expert. See clause 56.1.

55. AMENDMENTS TO THE PRINTED PROVISIONS

The provisions of this contract specified in this clause 55 are deemed amended by:

- (a) deleting the definition of *bank* and replacing it with the following:

“*The Reserve Bank of Australia or an authorised deposit-taking institution which is a bank but does not include a building society or a credit union;*”;
- (b) definition of *depositholder* – after the word “agent” insert “being, CB Richard Ellis”;
- (c) deleting clause 2.4;
- (d) substituting “The *parties* agree that the deposit is to be invested and that” in the place of “If each *party* tells the *deposit holder* that the deposit is to be invested,” in clause 2.9;
- (e) inserting after the word “call” in clause 2.9 the words “or on a term deposit or deposits maturing on or before completion as selected by the vendor”;
- (f) deleting clause 3;
- (g) deleting clause 4.1 and replacing it with:

“The purchaser must *serve* the form of the transfer within three (3) business days after the date the vendor serves the Registration Notice.”;
- (h) substituting “within 7 days after that service” in the place of “within 21 days after the later of the contract date and that service” in clause 5.2.2;
- (i) deleting clause 6.2;
- (j) substituting “3%” in place of “5%” in clause 7.1.1;
- (k) substituting “7 days” in place of “14 days” in clause 8.1.3;
- (l) substituting “contract” in place of “clause” in clause 13.1;

- (m) deleting clauses 13.2, 13.4, 13.5, 13.6, 13.7, 13.8, 13.9 and 13.11;
- (n) inserting “in accordance with clause 46.” at the end of clause 14.2;
- (o) deleting clauses 14.4, 14.5 and 14.7;
- (p) deleting clause 16.2;
- (q) deleting “plus another 20% of that fee” in clause 16.5;
- (r) inserting after the words “serves” on the first line of clause 16.6 the words “at least 7 days before completion date”;
- (s) deleting clause 16.8;
- (t) inserting at the end of clause 18:
 - “18.8 If any fee or rent payable by the purchaser is in arrears for a period exceeding 7 days, or if the purchaser does not comply with any part of this clause, immediately after the vendor serves notice requiring the purchaser to vacate the property the purchaser must do so.”;
- (u) inserting after the word “party” in clause 20.4 the words “or guarantor”;
- (v) deleting clause 20.6.5 and replacing it with the following:
 - “20.6.5 served if it is sent by email transmission or fax to the party’s solicitor. The document will be deemed to have been duly served when the transmission has been completed except where in relation to faxes:
 - (A) 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 will be deemed not to have been served; or
 - (B) the transmission is made on a day which is not a *business day* or after 5.00pm on a *business day*, in which cases the document will be deemed to have been served at 9.00am on the next *business day*.”;
- (w) deleting clause 23 except clause 23.15;
- (x) deleting clauses 24 to 29 inclusive; and
- (y) deleting clause 30.1.1 and 30.1.2 and replacing with:
 - “30.1.1 the purchaser agrees in writing that it is to be an *electronic transaction* within 14 days of the date the vendor requests the purchaser in writing to confirm that it is to be an *electronic transaction*”.

56. MISCELLANEOUS

56.1 Expert

If a disagreement under this contract is referred to an Expert:

- (a) the Expert acts as an expert and not as an arbitrator;
- (b) the Expert's decision is final and binds the parties; and
- (c) the costs of the decision are to be paid by the party who requested that the disagreement be referred to an Expert.

If an Expert is unable or unwilling to make a decision, or does not make a decision within 20 Business Days after the disagreement is referred to it, either the vendor or the purchaser may request the president of the Royal Australian Institute of Architects NSW Chapter to nominate another person to be the Expert.

56.2 Governing law

- (a) This contract is governed by the laws of New South Wales.
- (b) Each party submits to the jurisdiction of the courts of New South Wales in relation to all matters arising under this contract.
- (c) Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings where that venue falls within New South Wales.

56.3 Severance

If any provision of this contract is or becomes invalid or not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid or unenforceable provision will be and continue to be valid and enforceable in accordance with their terms.

56.4 Waiver

- (a) Waiver of a breach or of any right of election arising from a breach of this contract must be in writing and signed by the party granting the waiver.
- (b) A breach or any right of election arising from a breach of this contract is not waived by any failure to or delay in the exercise, or partial exercise, of that right of election or any other right.

56.5 Variation

Any variation of this contract must be in writing and agreed in writing by the parties.

56.6 Further action

Each party must take all steps, execute all documents and do everything reasonably required by any other party to give effect to the transactions contemplated by this contract.

56.7 Power of attorney

Each person who executes this contract (or any document arising in relation to this contract) on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so.

56.8 Indemnity

The purchaser indemnifies the vendor against any liability or loss arising from, and any Costs incurred in connection with, the purchaser's default under this contract or the purchaser's breach of warranty, including legal Costs on whichever is the higher of a full indemnity basis or solicitor and own client basis.

56.9 Indemnities continue

The indemnities in this contract are continuing obligations, independent from the other obligations of the purchaser under this contract and continue after completion or termination. The vendor need not incur expense or make a payment before enforcing a right of indemnity under this contract. The purchaser agrees to pay amounts due under any indemnity on demand from the vendor.

56.10 Special completion address

For the purpose of clause 16.11.1 the special completion address is:

- (a) such place in the Sydney CBD as notified by the vendor to the purchaser;
or
- (b) if the vendor has a first mortgagee, such place where the first mortgagee would discharge the mortgage, as notified by the vendor to the purchaser.

56.11 Attachments

The vendor does not warrant the accuracy or completeness of any document referred to in Attachment 1.

56.12 Discharge of mortgage and withdrawal of caveat

If a mortgage or caveat is recorded on the folio of the register for the property, the purchaser must, on completion, accept a discharge of that mortgage or a withdrawal of that caveat so far as it relates to the property. However, if the caveat was lodged by or on behalf of the purchaser (or by a person claiming through the purchaser) despite clause 50.1, then the purchaser must complete this contract despite the caveat.

56.13 Entire agreement

This contract contains the entire agreement of the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct by the parties with respect to its subject matter.

56.14 No merger

The warranties in this contract (except those implied by law) do not merge on completion or in the transfer of the property.

56.15 Counterparts

This contract may be executed in a number of counterparts. All counterparts taken together constitute this contract.

56.16 Interpretation

- (a) In this contract unless the context requires otherwise:
 - (i) the term “purchaser’s solicitor” or phrases referring to the solicitor for the purchaser include the person or entity named as the purchaser’s solicitor or purchaser’s representative in this contract;
 - (ii) the “vendor may” do something means that the vendor may, but is not obliged, to do the thing or take the action contemplated in the relevant clause;
 - (iii) the word “property” includes any interest in Common Property associated with the lot or lots referred to on page 1;
 - (iv) a document (including this contract) includes any variation or replacement of it;
 - (v) reference to any party to this contract or any other document or arrangement includes that party’s executors, administrators, substitutes, successors and permitted assigns;
 - (vi) reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;

- (vii) a body or authority includes a reference, if that body or authority ceases to exist, to the body or authority which has substantially the same functions and objects as the first body or authority;
 - (viii) reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation or regulations issued under, that legislation or legislative provision;
 - (ix) the singular includes the plural and vice versa;
 - (x) the words "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
 - (xi) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
 - (xii) an agreement, representation or warranty given by two or more persons binds them jointly and each of them individually;
 - (xiii) reference to any thing (including any right) includes a part of that thing;
 - (xiv) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
 - (xv) A day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
 - (xvi) If a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
 - (xvii) Time of day refers to the local time then applicable in Sydney, New South Wales; and
 - (xviii) Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia.
- (b) If there is any inconsistency between clauses 1–31 and these special provisions, these special provisions prevail.
- (c) If any provision of this contract is or becomes invalid or not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid or unenforceable provision will be and continue to be valid and enforceable in accordance with their terms.
- (d) Headings are for convenience of reference only and do not affect interpretation.
- (e) If the vendor has an obligation to cause something to be done, the vendor may either:
- (i) do that thing itself; or
 - (ii) engage a third person to do that thing.
- (f) 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.

Schedule 1 – Table of Attachments

Document	Attachment
<p>Vendor disclosure documents attached in accordance with Part IV of the <i>Conveyancing (Sale of Land) Regulations 2010 (NSW)</i> including:</p> <p>Title:</p> <ul style="list-style-type: none"> • Folio Identifiers 27/7580, 28/7580, 29/7580, 30/7580, 31/7580, 32/7580, 33/7580, 34/7580, 35/7580, 36/7580, 37/7580, 38/7580, 39/7580 and 40/7580 ; • Deposited Plan 7580; • Dealing A48252; <p>Zoning</p> <ul style="list-style-type: none"> • Section 149 Certificates. <p>Sewer</p> <ul style="list-style-type: none"> • Drainage Diagrams and Sewer Reference Sheets as relate to the Land. 	1
Floor Plan	2
Draft Strata Plan	3
Draft By-Laws	4
Draft Easements	5
Draft Plan of Consolidation	6
Schedule of Finishes	7
Requisitions on Title	8
Privacy Statement	9
Treasurer’s approval	10
Binding Notification Form	11

Schedule 2 – Land Schedule

Lot no	Deposited Plan
27	7580
28	7580
29	7580
30	7580
31	7580
32	7580
33	7580
34	7580
35	7580
36	7580
37	7580
38	7580
39	7580
40	7580

Schedule 3 – Adjustments (clause 46)

Item 1:	Council rates	\$1,600 per financial year (or \$400 per quarter if elected by vendor)
Item 2:	Water and sewerage rates	\$250 per quarter
Item 3:	Land Tax	\$2,000 per calendar year

Schedule 4 – Development specific disclosures

1. PALISADE MIRANDA DEVELOPMENT

1.1 Design Development

The vendor discloses that:

- (a) design development of Palisade Miranda is ongoing and has not been completed at the date of this contract;
- (b) further and ongoing design development of Palisade Miranda is required including having regard to any further Development Approvals sought and obtained; and
- (c) alterations to any design aspects contained in any marketing material, the model of Palisade Miranda displayed by the vendor's agents and the display suite of Palisade Miranda may occur as a result of design development.

1.2 Lot configuration

The vendor makes the following disclosures regarding the vendor's development of Palisade Miranda:

- (a) the number or configuration of the lots in the Strata Plan may vary from the number or configuration shown in the Draft Strata Plan;
- (b) the vendor may re-arrange the number or configuration of lots shown in the Draft Strata Plan; and
- (c) the lot number allocated to the property in the Draft Strata Plan may vary depending on any reconfiguration.

1.3 Conversion to staging

The vendor discloses that:

- (a) the vendor does not intend to but reserves its right to develop 2 buildings to be known as Pacific and Atlantic and strata subdivide the buildings in 2 stages pursuant to a strata development contract to be prepared by the vendor;
- (b) if the development occurs in stages, the timing of commencement and the completion of either stage will be determined by the vendor in its sole discretion; and
- (c) if the development of Palisade Miranda is carried out in stages, the vendor shall be entitled to convert the Draft Strata Plan into a two stage strata plan.

2. MANAGEMENT STRUCTURE FOR PALISADE MIRANDA

2.1 Owners Corporation

The purchaser will be a member of the Owners Corporation for Palisade Miranda. The Owners Corporation will be responsible for the management and administration of Palisade Miranda.

2.2 By-Laws

The vendor discloses that the By-Laws will contain several provisions about the management and operational aspects of Palisade Miranda which may affect the purchaser, the use of the property and the property. The purchaser will be bound by the By-Laws from completion.

2.3 Exclusive use by-laws

The vendor may create by-laws granting some Strata Lots in Palisade Miranda with exclusive use and special privileges of Common Property. The vendor further discloses that if the vendor creates by-laws granting Strata Lots exclusive use or special privileges of Common Property, the provisions in the Draft By-Laws headed "Exclusive Use By-Laws" may apply to the grant of exclusive use rights or special privileges in those by-laws.

2.4 Agreements by the Owners Corporation

The vendor may procure the Owners Corporation to:

- (a) appoint a strata managing agent until the expiry of the first annual general meeting of the Owners Corporation; and
- (b) enter into a building management agreement with the vendor or the vendor's nominee (which may be associated with the vendor) until expiry of the first annual general meeting of the Owners Corporation.

2.5 Insurances

If the vendor develops Palisade Miranda in stages, the vendor may:

- (a) obtain (if required) any order from any tribunal, an adjudicator or a court in connection with insurances for Palisade Miranda; and
- (b) procure the Owners Corporation to consent to an application for an order under this clause 2.5.

3. DEVELOPMENT APPROVALS

3.1 Development Approvals

The vendor discloses that the vendor intends to, but is not obliged to:

- (a) make an application to any Government Agency to vary the Development Approvals under the EP&A Act; and/or
- (b) make a further, subsequent or additional application to any Government Agency relating to part or the whole of Palisade Miranda.

3.2 Effect of Development Approvals on documents

The vendor may include provisions required under any Development Approvals, in one or more of:

- (a) the Easements;
- (b) any Property Rights; and
- (c) the By-Laws.

3.3 Other possible Council and Government Agency requirements

The vendor discloses that:

- (a) Easements or Property Rights may be created, imposed or required by Council, Service Providers, Government Agencies or the vendor which are not disclosed in this contract; and
- (b) it may be necessary to make changes to the Draft Documents attached to this contract to meet the requirements of Council, Service Providers or Government Agencies or to ensure the proper functioning of the Palisade Miranda.

3.4 On street car parking

The vendor discloses and the purchaser acknowledges that a condition of the Development Approval is that all owners, tenants and occupiers of a Strata Lot within Palisade Miranda are not eligible to participate in any existing or proposed Council on-street resident parking schemes.

3.5 Arrangements for the provision of Services

The vendor discloses:

- (a) that Service Network Agreements may not be in place as at the contract date;
- (b) the vendor may enter into Service Network Agreements which are not disclosed in this contract which provide for or include:
 - (i) the grant of Easements or Property Rights in favour of a Service Provider; and
 - (ii) for the Service Provider to either:
 - (A) install an Embedded Service Network during construction of Palisade Miranda to connect to the Service Network of that Service Provider; or
 - (B) pay or contribute an amount to the vendor (whether before, during or after construction) for the vendor to procure installation of an Embedded Service Network during construction of Palisade Miranda to connect to the Service Network of that Service Provider.
 - (iii) for the ongoing supply of the Service from that Service Provider to Palisade Miranda for a designated period of time, including a requirement for the Owners Corporation to adopt or enter into a Service Network Agreement for the ongoing supply of that Service;
 - (iv) for the Service Provider to pay any amounts to the vendor relating to the ongoing supply of that Service to Palisade Miranda;
- (c) where the vendor negotiates a Service Network Agreement which is intended for or requires the Owners Corporation to adopt or enter into a replacement Service Network Agreement for the ongoing supply of the Service for a designated period of time, the vendor agrees to use all reasonable endeavours to ensure that the Service Network Agreement:
 - (i) provides a positive benefit to the owners of the Strata Lots;
 - (ii) enables the Owners Corporate to leverage the volume purchase of a Service to obtain discounts on the purchase of that Service at a rate greater than an individual owner of a Strata Lot could achieve;

- (iii) where practicable, that an owner of a Strata Lot may opt-out of the Service Network Agreement and make its own arrangements in respect to that Service with an alternate Service Provider;
- (d) and the purchaser expressly acknowledges:
 - (i) that the vendor may derive a financial benefit from any Service Network Agreement;
 - (ii) a Service Network Agreement entered into or adopted by the Owners Corporation may not enable an owner of a Strata Lot to opt-out;
 - (iii) if a Service Network Agreement entered into or adopted by the Owners Corporation does enable an owner of a Strata Lot to opt-out, it may be necessary for that owner of a Strata Lot to install additional infrastructure or meters at its own cost in order to source that Service from an alternate Service Provider;
 - (iv) that the By-Laws may be updated to reflect any necessary requirements under any Service Network Agreement.

3.6 Sewer

The vendor discloses that:

- (a) a sewer connection will be available for the property; and
- (a) the position of the sewer on the property at completion will be different to the sewer shown in any sewer reference sheet or drainage diagram attached to this contract.

3.7 Electricity

The vendor discloses that, if an energy provider requires the vendor to provide one or more electrical substations for the whole or any part of Palisade Miranda:

- (a) the electrical substations (of a size and location determined by the energy provider) may be dedicated, leased or encumbered by easement rights in favour of the provider; and
- (b) the vendor may be required to dedicate additional land anywhere within Palisade Miranda for the purposes of the electrical substations.

3.8 Additional disclosure regarding telecommunication Services

The vendor discloses that where the vendor enters into a Service Network Agreement with a Service Provider for telecommunication Services that Service Provider may not have completed or connected all of its Service Network to Palisade Miranda or the property by the date of completion.

4. SELLING AND LEASING ACTIVITIES

Both before and after completion and until the end of the development, the vendor and persons authorised by the vendor may:

- (a) conduct selling and leasing activities in and about Palisade Miranda (but not the property after completion);
- (b) place in and about Palisade Miranda (but not the property after completion) plant and equipment and "Palisade Miranda" signs in connection with those selling and leasing activities; and

- (c) place in and about Palisade Miranda (but not the property after completion) offices, plant and equipment and other facilities for sales people.

5. CONDITIONALITY ON REGISTERED PROPRIETOR

- (a) The vendor discloses the vendor has entered into agreements with various proprietors of the lots in the Land Schedule and is entitled to purchase those lots and to become the registered proprietor.
- (b) The vendor discloses that that this contract is conditional upon the vendor completing its acquisitions of all the lots in the Land Schedule and becoming the registered proprietor of the Land.
- (c) The vendor must register a plan of consolidation of the Land Schedule prior to Registration.
- (d) If at any time any of the agreements with the various proprietors of the lots in the Land Schedule are rescinded, terminated or lapse which would prevent the vendor from becoming the registered proprietor of the Land then the vendor may rescind this contract by serving written notice on the purchaser.

6. PROXIMITY TO RAIL CORRIDOR

6.1 Rail Corridor

The purchaser acknowledges that:

- (a) Palisade Miranda generally, is located adjacent to the Rail Corridor;
- (b) the Rail Corridor is a working rail line which carries on Rail Operations;
- (c) noise, vibration and electrolysis from Rail Operations in the Rail Corridor may affect the property;
- (d) the purchaser will have no claim or action against the vendor for any liability, loss, damage or inconvenience arising from:
 - (i) the Rail Operations in the Rail Corridor;
 - (ii) any business, industry or activity located on, or adjacent to, or in the vicinity of the Rail Corridor; or
 - (iii) any affect to the property caused by the Rail Operations.

6.2 Requirements regarding Rail Corridor

The purchaser acknowledges that:

- (a) requirements have been or may be required to be implemented within the design of the Apartments in Palisade Miranda relating to safety and protection measures associated with the Rail Corridor; and
- (b) restrictions may be included in the Easements or By-Laws to ensure the continuation and future implementation of requirements relating to safety and protection measures associated with the Rail Corridor.

Schedule 5 – Guarantee and indemnity

1. DEFINITIONS

For the purposes of this guarantee and indemnity:

Guarantor means the following person/s:

Name	
Address	
Telephone	
Facsimile	

Name	
Address	
Telephone	
Facsimile	

Name	
Address	
Telephone	
Facsimile	

Guaranteed Obligations means all express and implied obligations to be observed or performed by or on behalf of the purchaser under this contract.

2. CONSIDERATION

The Guarantor gives this guarantee and indemnity in consideration of the vendor agreeing to enter into this contract at the request of the Guarantor and acknowledges receiving valuable consideration from the vendor for the Guarantor incurring obligations and giving rights under this guarantee and indemnity.

3. GUARANTEE

The Guarantor guarantees to the vendor the performance and observance of all the Guaranteed Obligations. If the purchaser fails to perform and observe the Guaranteed Obligations, the Guarantor agrees to perform the Guaranteed Obligations on demand or at a time or times as directed by the vendor.

4. INDEMNITY

As a separate liability, the Guarantor indemnifies the vendor, and agrees to keep the vendor indemnified, against loss or damage suffered or incurred by the vendor arising out of:

- (a) any failure by the purchaser to perform the Guaranteed Obligations; or
- (b) a Guaranteed Obligation being ineffective for any reason, including:

- (i) a legal limitation, disability or incapacity of the purchaser or a lack or improper exercise of a power or authority in relation to the purchaser;
- (ii) the purchaser making an arrangement, assignment or composition for the benefit of its creditors or if an order is made or a resolution effectively passed for the winding-up of the purchaser or if the purchaser goes into liquidation or if a Receiver, administrator or provisional liquidator is appointed to the purchaser; or
- (iii) if a Guaranteed Obligation is or becomes illegal, invalid, void, voidable or unenforceable.

Each indemnity in this clause 4 of Schedule 5 is a continuing obligation separate and independent from the other obligations of the Guarantor despite the description of the party giving it as a "Guarantor" and survives the termination of this contract. It is not necessary for the vendor to enforce the Guaranteed Obligations against the purchaser or otherwise to incur expense, loss, damage or make payment before enforcing a right of indemnity conferred by this clause 4 of Schedule 5.

5. CONTINUING SECURITY

This guarantee and indemnity is a continuing security despite termination of this contract by the vendor, settlement of account, intervening payment, express or implied revocation or other matter or thing whatever, until a final discharge of this guarantee and indemnity is given to the Guarantor.

6. ACKNOWLEDGMENT BY GUARANTOR

The Guarantor confirms that:

- (a) it has not entered into this contract in reliance on, or as a result of a statement by or conduct of or on behalf of the vendor; and
- (b) the vendor is not obliged to do anything (including disclosing anything or giving advice) except as expressly set out in this contract.

7. PRESERVATION OF RIGHTS

The Guarantor's liability as a guarantor, principal debtor or indemnifier, and the rights of the vendor under this contract, are not affected by anything that could otherwise have that effect in law or equity, including one or more of the following:

- (a) a person granting time, waiver, a covenant not to sue or other indulgence or concession (whether or not an additional burden is imposed) to, or making of an arrangement, compromise or composition with a person, or compounding a liability, in any way; or
- (b) laches, acquiescence, delay, omission, mistake or other act by the vendor or other person or both of them; or
- (c) this contract or another document or payment or other transaction under one or more of them being or becoming wholly or partially illegal, invalid, void, voidable, unenforceable or otherwise of limited force or effect; or
- (d) a variation, renewal, amendment or novation or a dealing with this contract or other document irrespective of whether or not their effect is material, or imposes an additional liability, or is onerous on the Guarantor or any other person; or

- (e) an invalidity or irregularity in the execution of this contract by the purchaser or the Guarantor or a deficiency or irregularity in the powers of the purchaser to enter into this contract and observe and perform the Guaranteed Obligations or of the Guarantor to enter into or observe its obligations under this guarantee and indemnity; or
- (f) a judgment against the Guarantor, purchaser or other person; or
- (g) a change in capacity, rights or obligations of the Guarantor, purchaser or other person.

8. GUARANTOR LIMITATIONS

The Guarantor may not:

- (a) raise a set-off or counterclaim available to it or the purchaser against the vendor in reduction of its liability under this guarantee and indemnity; or
- (b) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the vendor in connection with this contract; or
- (c) make a claim or enforce a right against the purchaser or its property; or
- (d) prove in competition with the vendor if a liquidator, provisional liquidator, Receiver, administrator or trustee in bankruptcy is appointed in respect of the purchaser or the purchaser is otherwise unable to pay its debts when they fall due,

until all money payable to the vendor in connection with this contract has been paid.

9. VOID OR VOIDABLE PAYMENTS

If a claim that a payment to the vendor in connection with this contract or this guarantee and indemnity is void or voidable (including, but not limited to, a claim under laws relating to liquidation, administration, insolvency or protection of creditors) is upheld, conceded or compromised, then the vendor is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this guarantee and indemnity if the payment had not been made.

10. REIMBURSEMENT

The Guarantor agrees to pay or reimburse the vendor on demand for the vendor's costs, charges and expenses in making, enforcing and doing anything in connection with this guarantee and indemnity.

11. WARRANTIES

The Guarantor represents and warrants to the vendor that the Guarantor:

- (a) has sought and obtained independent legal advice on the legal effect of this guarantee and indemnity and understands their effect; and
- (b) has satisfied himself after due investigations as to the credit worthiness of the purchaser.

12. MORE THAN ONE GUARANTOR

Where the Guarantor comprises more than one person:

- (a) the obligations in this contract to be performed and observed by the Guarantor bind such persons and any two or more of them jointly and each of them severally;
- (b) the liability of any such person will not be affected if this guarantee or indemnity on the part of another party or person is void, voidable or unenforceable;
- (c) this guarantee and indemnity bind each of such persons who execute this contract notwithstanding that one or more of the other such persons may never execute this contract;
- (d) the vendor may release or enter into a composition with any one or more of them without limiting or affecting the liability of the others; and
- (e) any demand or notice required to be served on the Guarantor is sufficiently served if served on any one of the persons constituting the Guarantor.

13. ASSIGNMENT OF RIGHTS

The vendor may assign its rights under this guarantee and indemnity.

EXECUTED as an AGREEMENT

Signed by the **Guarantor**)
)
.....)
[name in block letters] in the presence of:)
)
.....)
Signature of witness)
)
.....)
Name of witness [block letters]) Signature of **Guarantor**

Signed by the **Guarantor**)
)
.....)
[name in block letters] in the presence of:)
)
.....)
Signature of witness)
)
.....)
Name of witness [block letters]) Signature of **Guarantor**

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 27/7580

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/4/2016	10:43 AM	4	10/6/2003

LAND

LOT 27 IN DEPOSITED PLAN 7580
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP7580

FIRST SCHEDULE

GRAHAM ROGER CROWTHER
DEBORAH JANE CROWTHER
AS JOINT TENANTS (T 9683810)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A48252 LAND EXCLUDES MINERALS
- 3 9683811 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
- * 4 AI844341 CAVEAT BY GALILEO MIRANDA NOMINEE PTY LIMITED

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 28/7580

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/4/2016	10:43 AM	2	29/10/1990

LAND

LOT 28 IN DEPOSITED PLAN 7580
AT MIRANDA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP7580

FIRST SCHEDULE

DINH LY LE
MELINDA PHAM
AS JOINT TENANTS (DD Z322566)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912)
- 3 A48252 LAND EXCLUDES MINERALS
- * 4 AI844350 CAVEAT BY GALILEO MIRANDA NOMINEE PTY LIMITED

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 29/7580

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/4/2016	10:43 AM	-	-

VOL 4175 FOL 55 IS THE CURRENT CERTIFICATE OF TITLE

LAND

LOT 29 IN DEPOSITED PLAN 7580
AT MIRANDA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP7580

FIRST SCHEDULE

RICHARD ANTHONY NEWNHAM
MARY LOUISE TENNANT
AS JOINT TENANTS (T J988636)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A48252 LAND EXCLUDES MINERALS
- * 3 AI844352 CAVEAT BY GALILEO MIRANDA NOMINEE PTY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 30/7580

SEARCH DATE	TIME	EDITION NO	DATE
-----	-----	-----	-----
20/4/2016	10:43 AM	5	23/5/2014

LAND

LOT 30 IN DEPOSITED PLAN 7580
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP7580

FIRST SCHEDULE

GLEN DAVID ROBERTSON (TZ AI598350)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A48252 LAND EXCLUDES MINERALS
- 3 5932002 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA
- * 4 AI844354 CAVEAT BY GALILEO MIRANDA NOMINEE PTY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 31/7580

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/4/2016	10:43 AM	2	14/3/2001

LAND

LOT 31 IN DEPOSITED PLAN 7580
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP7580

FIRST SCHEDULE

ANTHONY KENT BUNCOMBE (T U731414)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A48252 LAND EXCLUDES MINERALS
- * 3 AI844360 CAVEAT BY GALILEO MIRANDA NOMINEE PTY LIMITED

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 32/7580

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/4/2016	10:43 AM	5	3/12/2007

LAND

LOT 32 IN DEPOSITED PLAN 7580
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP7580

FIRST SCHEDULE

JEFFREY VANDAM
LISE MARY VANDAM
AS JOINT TENANTS (T AD609963)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A48252 LAND EXCLUDES MINERALS
- 3 AD609964 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
- * 4 AI844365 CAVEAT BY GALILEO MIRANDA NOMINEE PTY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 33/7580

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/4/2016	10:43 AM	7	30/1/2013

LAND

LOT 33 IN DEPOSITED PLAN 7580
AT MIRANDA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP7580

FIRST SCHEDULE

NICOLE JANE FRANCIS
VAUGHN JOHN FRANCIS
AS JOINT TENANTS (T AB774921)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A48252 LAND EXCLUDES MINERALS
- 3 AH520587 MORTGAGE TO AFSH NOMINEES PTY LTD
- * 4 AI844368 CAVEAT BY GALILEO MIRANDA NOMINEE PTY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 34/7580

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/4/2016	10:43 AM	1	22/12/2008

LAND

LOT 34 IN DEPOSITED PLAN 7580
AT MIRANDA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP7580

FIRST SCHEDULE

ANTHONY MALCOLM WALL
TRACY WEEKLEY
AS TENANTS IN COMMON IN EQUAL SHARES (T AE409148)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A48252 LAND EXCLUDES MINERALS
- 3 AE409149 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
- * 4 AI844375 CAVEAT BY GALILEO MIRANDA NOMINEE PTY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 35/7580

SEARCH DATE	TIME	EDITION NO	DATE
-----	-----	-----	-----
20/4/2016	10:43 AM	6	11/11/2013

LAND

LOT 35 IN DEPOSITED PLAN 7580
AT MIRANDA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP7580

FIRST SCHEDULE

LINDA DEL DUCA (T 8202866)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A48252 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 AI154223 MORTGAGE TO WESTPAC BANKING CORPORATION
- * 4 AI844380 CAVEAT BY GALILEO MIRANDA NOMINEE PTY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 36/7580

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/4/2016	10:43 AM	4	31/7/2012

LAND

LOT 36 IN DEPOSITED PLAN 7580
AT MIRANDA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP7580

FIRST SCHEDULE

LEONORA MARFIL CALE (TZ AH144620)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A48252 LAND EXCLUDES MINERALS
- * 3 AI844385 CAVEAT BY GALILEO MIRANDA NOMINEE PTY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 37/7580

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/4/2016	10:43 AM	1	17/12/2013

LAND

LOT 37 IN DEPOSITED PLAN 7580
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP7580

FIRST SCHEDULE

OLGA JOUKOV
SERGE JOUKOV
AS JOINT TENANTS (T AI251570)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A48252 LAND EXCLUDES MINERALS
- 3 AI251571 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA
- * 4 AJ206289 CAVEAT BY GALILEO MIRANDA NOMINEE PTY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 38/7580

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/4/2016	10:43 AM	2	22/9/2008

LAND

LOT 38 IN DEPOSITED PLAN 7580
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP7580

FIRST SCHEDULE

SALVATORE MANNO
ANNA MARIA MANNO
AS JOINT TENANTS (CN AE225245)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A48252 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- * 3 AJ423674 CAVEAT BY GALILEO MIRANDA NOMINEE PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 39/7580

SEARCH DATE -----	TIME -----	EDITION NO -----	DATE -----
20/4/2016	10:43 AM	2	7/12/2015

LAND

LOT 39 IN DEPOSITED PLAN 7580
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP7580

FIRST SCHEDULE

JOHN ALFRED HARMAN (AD AJ922919)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A48252 LAND EXCLUDES MINERALS
- * 3 AJ151020 CAVEAT BY GALILEO MIRANDA NOMINEE PTY LIMITED
- * AJ922919 CAVEATOR CONSENTED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 40/7580

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/4/2016	10:43 AM	1	21/12/2000

LAND

LOT 40 IN DEPOSITED PLAN 7580
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP7580

FIRST SCHEDULE

CARMELA VIGNA (T W436913)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A48252 LAND EXCLUDES MINERALS
- 3 7303057 MORTGAGE TO WESTPAC BANKING CORPORATION
- * 4 AJ290763 CAVEAT BY GALILEO MIRANDA NOMINEE PTY LIMITED

NOTATIONS

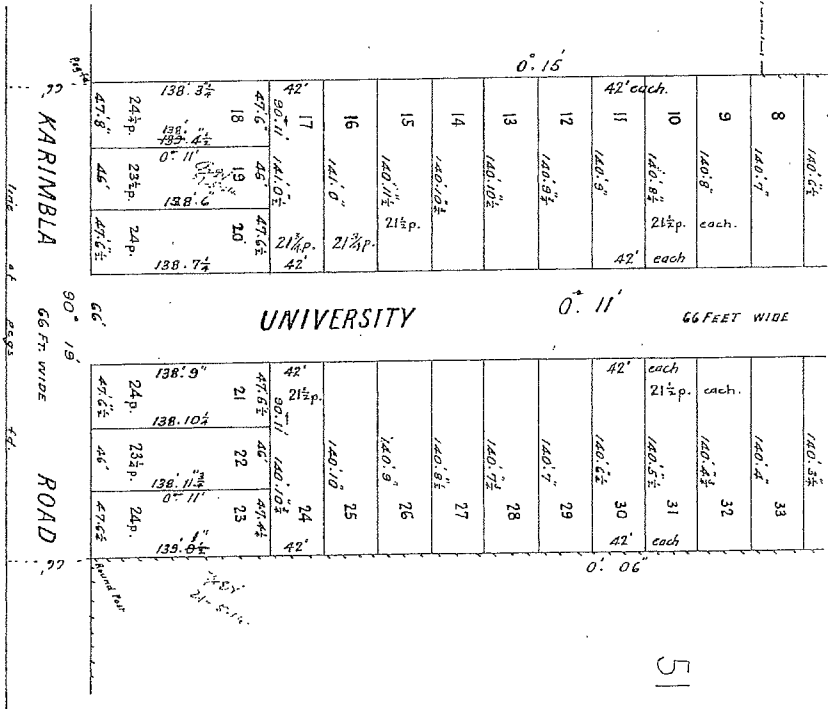
NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

DP 7580 (E)

Date of survey Oct. 1913.
 Azimuth taken from A.B.



Subscribed and declared before me at
 this 24th day of April, 1914
Philip Sydney Notary

I, Philip Sydney Notary, Licensed under the Real Property Act, do hereby solemnly and sincerely declare that the boundaries and measurements shown on this plan are correct for the purposes of the said Act, and that the said plan and the survey of the land to which the same relates, have been prepared and made by me under my immediate supervision, and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act 1900.

Philip Sydney Notary

CONVERSION TABLE ADDED IN REGISTER GENERAL'S DEPARTMENT	
DP 7580 CONTINUED	
FEET INCHES	METRES
3 1/2	1.065
4	1.219
5	1.524
6	1.829
7	2.134
8	2.438
9	2.743
10	3.048
11	3.353
12	3.658
13	3.963
14	4.268
15	4.573
16	4.878
17	5.183
18	5.488
19	5.793
20	6.098
21	6.403
22	6.708
23	7.013
24	7.318
25	7.623
26	7.928
27	8.233
28	8.538
29	8.843
30	9.148
31	9.453
32	9.758
33	10.063
34	10.368
35	10.673
36	10.978
37	11.283
38	11.588
39	11.893
40	12.198
41	12.503
42	12.808
43	13.113
44	13.418
45	13.723
46	14.028
47	14.333
48	14.638
49	14.943
50	15.248
51	15.553
52	15.858
53	16.163
54	16.468
55	16.773
56	17.078
57	17.383
58	17.688
59	17.993
60	18.298
61	18.603
62	18.908
63	19.213
64	19.518
65	19.823
66	20.128
67	20.433
68	20.738
69	21.043
70	21.348
71	21.653
72	21.958
73	22.263
74	22.568
75	22.873
76	23.178
77	23.483
78	23.788
79	24.093
80	24.398
81	24.703
82	25.008
83	25.313
84	25.618
85	25.923
86	26.228
87	26.533
88	26.838
89	27.143
90	27.448
91	27.753
92	28.058
93	28.363
94	28.668
95	28.973
96	29.278
97	29.583
98	29.888
99	30.193
100	30.498

CONVERSION TABLE ADDED IN REGISTER GENERAL'S DEPARTMENT	
DP 7580	
FEET INCHES	METRES
1	0.305
2	0.610
3	0.915
4	1.220
5	1.525
6	1.830
7	2.135
8	2.440
9	2.745
10	3.050
11	3.355
12	3.660
13	3.965
14	4.270
15	4.575
16	4.880
17	5.185
18	5.490
19	5.795
20	6.100
21	6.405
22	6.710
23	7.015
24	7.320
25	7.625
26	7.930
27	8.235
28	8.540
29	8.845
30	9.150
31	9.455
32	9.760
33	10.065
34	10.370
35	10.675
36	10.980
37	11.285
38	11.590
39	11.895
40	12.200
41	12.505
42	12.810
43	13.115
44	13.420
45	13.725
46	14.030
47	14.335
48	14.640
49	14.945
50	15.250
51	15.555
52	15.860
53	16.165
54	16.470
55	16.775
56	17.080
57	17.385
58	17.690
59	17.995
60	18.300
61	18.605
62	18.910
63	19.215
64	19.520
65	19.825
66	20.130
67	20.435
68	20.740
69	21.045
70	21.350
71	21.655
72	21.960
73	22.265
74	22.570
75	22.875
76	23.180
77	23.485
78	23.790
79	24.095
80	24.400
81	24.705
82	25.010
83	25.315
84	25.620
85	25.925
86	26.230
87	26.535
88	26.840
89	27.145
90	27.450
91	27.755
92	28.060
93	28.365
94	28.670
95	28.975
96	29.280
97	29.585
98	29.890
99	30.195
100	30.500

MEMORANDUM OF TRANSFER.
(Real Property Act 1900.)

A 48252

A48252A



THE HOLT SUTHERLAND ESTATE COMPANY LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the first day of July one thousand eighthundred and ninety-nine under the Memorandum of Lease registered Number 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in consideration of the sum of two hundred and ~~fifteen~~ ^{sixteen} pounds ~~fifteen~~ ^{five} shillings (~~£215-15-0~~ ^{£216/5/-}) paid by the UNITED LAND AND INVESTMENT SOCIETY LIMITED to the Perpetual Trustee Company Limited the Australian Trustee of the will of Thomas Holt pate of Sydney pursuant to section seven of the said Holt Sutherland Estate Act 1900 the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company Limited testified by the receipt hereto annexed signed by the Manager thereof DO TH HEREBY in exercise and in pursuance of the power and direction in section seven of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it APPOINT AND TRANSFER to the said THE UNITED LAND AND INVESTMENT SOCIETY LIMITED all the estate and interest of the registered proprietor in fee simple in the surface of all that parcel of land containing six acres, three roods twenty-seven perch situate in the Parish of Sutherland County of Cumberland ~~and County of Cumberland~~ and State of New South Wales being part of the land comprised in Certificate of Title dated the 14th. day of November one thousand nine hundred and twelve registered volume 2314 folio 22 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-Lease Number 426905 dated the twenty-seventh day of February one thousand nine hundred and six from the Holt Sutherland Estate Company Limited to William Halley and DO TH ALSO TRANSFER to the said THE UNITED LAND AND INVESTMENT SOCIETY LIMITED all the estate and interest of which it the said Holt Sutherland Estate Company Limited is registered proprietor together with all its rights and powers in respect thereof as comprised in the said Lease Number 50990 in and so far only as regards the land comprised in the said Lease Number 426905 except and reserving unto the said Company and its assigns during the residue now unexpired of the term of the said lease Number 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the mines and premises next herein excepted

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and reserved in reversion immediately expectant on the said Lease Number 50990 (all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustee for the time being of the said will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners) all mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease Number 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said mines seams and veins of coal iron and other metals and minerals and for such purpose to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed and excepting and reserving unto the reversioner and reversioners all metals and minerals not comprised in the said Lease Number 50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby appointed Together with liberty for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said The United Land and Investment Society Limited may become the registered proprietor in fee simple of the surface lands comprised in the said Lease Number 426905 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 Provided Always that the Company and its assigns

shall hold the residue of the lands comprised in the said Lease Number 50990 subject to all the provisos conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for nonpayment of rent and other powers and reservations in the said Lease contained in all respects as if this transfer had not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Estate Company Limited was hereunto affixed at Sydney the twentieth day of August in the year one thousand nine hundred and thirteen.

THE COMMON SEAL of the Holt Sutherland Estate Company Limited was affixed hereto by the Directors present at a meeting of the Board of Directors of that Company held this twentieth day of August A.D. 1913 and such Directors thereupon signed this transfer in the presence of M. Malcolm Secretary

[Handwritten signatures: Ed Simpson and another signature]

Accepted and I hereby certify this transfer to be correct for the purposes of the Real Property Act.

THE COMMON SEAL of the United Land and Investment Society Limited was hereto affixed by Arthur Alexander Blackwood the Governing Director of the said Society in the presence of H. H. Lane Secretary.

[Handwritten signatures: Arthur Alexander Blackwood and H. H. Lane]

No. **A48252**

of Lease & Transfer
 Memorandum of transfer Lodged by
 of

Henderson & Hickson,
 Solicitors,
 Martin Place,
 Sydney.

*Each 3/4 per Part of Pors (of Ph)
 and 3/4 of (Ph)
 Share of Sutherland
 Ph of Sutherland
 Resubing minerals re
 Holt Sutherland Est Co Ltd*
 Transferror

*The United Land and Investment
 Society Limited* Transferee

Particulars entered in the Register Book
 Vol. 2314 folio 22.
 And on Lease No 50990.

the *9th* day of *September* 1913
 at *4* minutes

at o'clock in the *after*

at *the*

Registrar General
 SOUTH WALES



	DATE	INITIALS
SENT TO SURVEY BRANCH	2.9.13	9.13
RECEIVED FROM RECORDS	2.9.13	72
DRAFT WRITTEN	2.9.13	
DRAFT EXAMINED		
REQD. TO RECORDS { REQUESTM. { RECSTR.		
FORWARDED	9.9.13	
RECEIVED FROM RECORDS	SEP 12 1913	(14)
DATE ENCROSSED		
WORK COMPLETE	25.9.13	
COPIATE EXAMINED	29.9.13	
ASSISTANT	2.10.13	
REGISTRAR GENERAL		
2406	85	

14 SEP 1913

Applicant:

InfoTrack Pty Limited
D X 578
SYDNEY

**Planning Certificate – Section 149(2)(5) Certificate
Environmental Planning and Assessment Act, 1979**

Certificate no: e149:16/1844 Delivery option:
Certificate date: 26/04/2016 Your reference: 103306

Property:

Lot 27 DP 7580
22 University Road MIRANDA NSW 2228

Zone:

Sutherland Shire Local Environmental Plan 2015

Zone R4 High Density Residential

Notes:

- (a) The information in this certificate only relates to the real property identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
(b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

Disclaimer:

- (a) This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

**INFORMATION PURSUANT TO SECTION 149(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

1. The name of each environmental planning instrument that applies to the carrying out of development on the land:

Sutherland Shire Local Environmental Plan 2015

* Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).

* SEPP (Building Sustainability Index: Basix) 2004.

* SEPP (Exempt and Complying Development Codes) 2008

* SEPP (Affordable Rental Housing) 2009

* SEPP No. 19 – Bushland in Urban Areas.

* SEPP No. 21 – Caravan Parks.

* SEPP No. 32 – Urban Consolidation (Redevelopment of Urban Land).

* SEPP No. 33 – Hazardous and Offensive Development.

* SEPP No. 39 – Spit Island Bird Habitat.

* SEPP No. 50 – Canal Estates.

* SEPP No. 55 – Remediation of Land.

* SEPP No. 62 – Sustainable Aquaculture.

* SEPP No. 64 – Advertising and Signage.

* SEPP No. 65 – Design Quality of Residential Flat Development.

* SEPP (Housing for Seniors or People with a Disability) 2004: (Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies).

* SEPP (State Significant Precincts) 2005.

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

* SEPP (Infrastructure) 2007.

2. The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

Draft State Environmental Planning Policy (Competition) 2010 applies and aims to promote economic growth and competition and remove anti competitive barriers in planning and assessment.

3. The name of each development control plan that applies to the carrying out of development on the land:

* DAs lodged under Sutherland Shire Local Environmental Plan 2015 will be assessed using amended Draft Sutherland Shire Development Control Plan 2015 until the DCP is finalised. This approach was endorsed by Council at its meeting on 21 September, 2015 (DAP030-16).

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a 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 (other than a SEPP or proposed SEPP) in any zone (however described).

- (a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015
Zone R4 High Density Residential**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Flood mitigation works; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Seniors housing; Shop top housing

- (d) Prohibited:

Any development not specified in item (b) or (c)

- (e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

- (f) Does the land include or comprise critical habitat?

No

- (g) Is the land in a conservation area?

No

- (h) Is an item of environmental heritage situated on the land?

There is no item of environmental heritage situated on the property.

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or

- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or

- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

3. Complying Development

- (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) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (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) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (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 council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

General Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or R5. Check the zoning on the front of this certificate.)

Housing Alterations Code

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

Commercial and Industrial Alterations Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

Commercial and Industrial (New Buildings and Additions) Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

Subdivisions Code

Complying development may be carried out on the land under the

Subdivisions Code.

Rural Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

General Development Code

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

Demolition Code

Complying development may be carried out on the land under the Demolition Code.

Fire Safety Code

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

4. Coastal Protection

Is the land affected by section 38 or 39 of the *Coastal Protection Act 1979* (so far as Council has been notified by the Department of Services, Technology and Administration)?

No

4A. Information relating to beaches and coasts

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.
- (2) In relation to a coastal council:
 - (a) whether the Council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the

meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

- (b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

Note: Sutherland Shire Council has not issued any orders or been notified of any temporary coastal protection works to date.

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

In relation to a coastal council—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).

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. Mine Subsidence

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

No

6. Road Widening and Road Realignment

- (a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

- (b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

7. Council and other public authority policies on hazard risk restrictions

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

No

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

7A. Flood related development controls information

- (1) Whether or not development on that 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) is subject to flood related development controls.

No

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) Words and expressions in this clause have the same meanings as in the Instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act?

No

9. Contribution Plans

Council has adopted the following Contribution Plans that apply to the land:

- * The 2005 Shire Wide Open Space and Recreation Facilities Contribution Plans applies to this property (Effective 1/1/05).
- * The 2003 Community Facilities Contributions Plan applies to this property (Effective 14/12/04).
- * The Miranda Centre Open Space Embellishment Contributions Plan applies to this property (Effective 30/08/05).

9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), a statement to that effect.

No

10. Biobanking agreements

If the land is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).

No

16. Site compatibility certificates for infrastructure

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

17. Site compatibility certificates and conditions for affordable rental housing

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) of SEPP (Affordable Rental Housing) 2009.

No

18. Paper subdivision information

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

19. Site verification certificates

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

If so, this statement includes:

- the matter certified by the certificate, and
- the date on which the certificate ceases to be current (if any), and
- that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4A of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

13. Orders Under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if Council has been notified of the order).

No.

14. Directions under Part 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act 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 that does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

No

Note: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

(a) Is the land significantly contaminated land within the meaning of that Act?

No

(b) Is the land subject to a management order within the meaning of that Act?

No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?

No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Is the land subject of a site audit statement within the meaning of that Act?

No

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Coordinator General under the Act.

No

Additional Information

Council's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice

regarding demolition orders should be sought by application for a Section 149D Building Certificate.

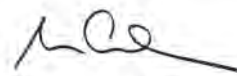
ADDITIONAL INFORMATION PURSUANT TO SECTION 149(5), ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

The following additional information relating to the land is provided in good faith. The information is not exhaustive of matters likely to affect the land. Section 149(6) states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

Council's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Section 149D Building Certificate.

For further information please telephone [02] 9710 0333.

Yours faithfully



Mark Carlton
Manager Environmental Planning

Applicant:

InfoTrack Pty Limited
D X 578
SYDNEY

**Planning Certificate – Section 149(2)(5) Certificate
Environmental Planning and Assessment Act, 1979**

Certificate no: e149:16/1895 Delivery option:
Certificate date: 28/04/2016 Your reference: 103306

Property:

Lot 28 DP 7580
20 University Road MIRANDA NSW 2228

Zone:

Sutherland Shire Local Environmental Plan 2015

Zone R4 High Density Residential

Notes:

- (a) The information in this certificate only relates to the real property identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
(b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

Disclaimer:

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**INFORMATION PURSUANT TO SECTION 149(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

1. The name of each environmental planning instrument that applies to the carrying out of development on the land:

Sutherland Shire Local Environmental Plan 2015

* Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).

* SEPP (Building Sustainability Index: Basix) 2004.

* SEPP (Exempt and Complying Development Codes) 2008

* SEPP (Affordable Rental Housing) 2009

* SEPP No. 19 – Bushland in Urban Areas.

* SEPP No. 21 – Caravan Parks.

* SEPP No. 32 – Urban Consolidation (Redevelopment of Urban Land).

* SEPP No. 33 – Hazardous and Offensive Development.

* SEPP No. 39 – Spit Island Bird Habitat.

* SEPP No. 50 – Canal Estates.

* SEPP No. 55 – Remediation of Land.

* SEPP No. 62 – Sustainable Aquaculture.

* SEPP No. 64 – Advertising and Signage.

* SEPP No. 65 – Design Quality of Residential Flat Development.

* SEPP (Housing for Seniors or People with a Disability) 2004: (Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies).

* SEPP (State Significant Precincts) 2005.

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

* SEPP (Infrastructure) 2007.

2. The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

Draft State Environmental Planning Policy (Competition) 2010 applies and aims to promote economic growth and competition and remove anti competitive barriers in planning and assessment.

3. The name of each development control plan that applies to the carrying out of development on the land:

* DAs lodged under Sutherland Shire Local Environmental Plan 2015 will be assessed using amended Draft Sutherland Shire Development Control Plan 2015 until the DCP is finalised. This approach was endorsed by Council at its meeting on 21 September, 2015 (DAP030-16).

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a 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 (other than a SEPP or proposed SEPP) in any zone (however described).

- (a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015
Zone R4 High Density Residential**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Flood mitigation works; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Seniors housing; Shop top housing

- (d) Prohibited:

Any development not specified in item (b) or (c)

- (e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

- (f) Does the land include or comprise critical habitat?

No

- (g) Is the land in a conservation area?

No

- (h) Is an item of environmental heritage situated on the land?

There is no item of environmental heritage situated on the property.

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or

- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or

- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

3. Complying Development

- (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) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (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) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (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 council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

General Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or R5. Check the zoning on the front of this certificate.)

Housing Alterations Code

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

Commercial and Industrial Alterations Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

Commercial and Industrial (New Buildings and Additions) Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

Subdivisions Code

Complying development may be carried out on the land under the

Subdivisions Code.

Rural Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

General Development Code

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

Demolition Code

Complying development may be carried out on the land under the Demolition Code.

Fire Safety Code

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

4. Coastal Protection

Is the land affected by section 38 or 39 of the *Coastal Protection Act 1979* (so far as Council has been notified by the Department of Services, Technology and Administration)?

No

4A. Information relating to beaches and coasts

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.
- (2) In relation to a coastal council:
 - (a) whether the Council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the

meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

- (b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

Note: Sutherland Shire Council has no issued any orders or been notified of any temporary coastal protection works to date.

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

In relation to a coastal council—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).

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. Mine Subsidence

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

No

6. Road Widening and Road Realignment

- (a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

- (b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

7. Council and other public authority policies on hazard risk restrictions

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

No

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

7A. Flood related development controls information

- (1) Whether or not development on that 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) is subject to flood related development controls.

No

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) Words and expressions in this clause have the same meanings as in the Instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act?

No

9. Contribution Plans

Council has adopted the following Contribution Plans that apply to the land:

- * The 2005 Shire Wide Open Space and Recreation Facilities Contribution Plans applies to this property (Effective 1/1/05).
- * The 2003 Community Facilities Contributions Plan applies to this property (Effective 14/12/04).
- * The Miranda Centre Open Space Embellishment Contributions Plan applies to this property (Effective 30/08/05).

9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), a statement to that effect.

No

10. Biobanking agreements

If the land is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

13. Orders Under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if Council has been notified of the order).

No.

14. Directions under Part 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act 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 that does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

No

16. Site compatibility certificates for infrastructure

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

17. Site compatibility certificates and conditions for affordable rental housing

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) of SEPP (Affordable Rental Housing) 2009.

No

18. Paper subdivision information

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

19. Site verification certificates

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

If so, this statement includes:

- the matter certified by the certificate, and
- the date on which the certificate ceases to be current (if any), and
- that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4A of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

Note: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

(a) Is the land significantly contaminated land within the meaning of that Act?
No

(b) Is the land subject to a management order within the meaning of that Act?
No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?
No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?
No

(e) Is the land subject of a site audit statement within the meaning of that Act?
No

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Coordinator General under the Act.

No

Additional Information

Council's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice

regarding demolition orders should be sought by application for a Section 149D Building Certificate.

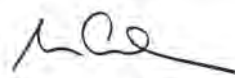
**ADDITIONAL INFORMATION PURSUANT TO SECTION 149(5),
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

The following additional information relating to the land is provided in good faith. The information is not exhaustive of matters likely to affect the land. Section 149(6) states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

Council's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Section 149D Building Certificate.

For further information please telephone [02] 9710 0333.

Yours faithfully



Mark Carlton
Manager Environmental Planning

Applicant:

InfoTrack Pty Limited
D X 578
SYDNEY

**Planning Certificate – Section 149(2)(5) Certificate
Environmental Planning and Assessment Act, 1979**

Certificate no: e149:16/1807 Delivery option:
Certificate date: 23/04/2016 Your reference: 103306

Property:

Lot 29 DP 7580
18 University Road MIRANDA NSW 2228

Zone:

Sutherland Shire Local Environmental Plan 2015

Zone R4 High Density Residential

Notes:

- (a) The information in this certificate only relates to the real property identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
(b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

Disclaimer:

- (a) This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

**INFORMATION PURSUANT TO SECTION 149(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

1. The name of each environmental planning instrument that applies to the carrying out of development on the land:

Sutherland Shire Local Environmental Plan 2015

* Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).

* SEPP (Building Sustainability Index: Basix) 2004.

* SEPP (Exempt and Complying Development Codes) 2008

* SEPP (Affordable Rental Housing) 2009

* SEPP No. 19 – Bushland in Urban Areas.

* SEPP No. 21 – Caravan Parks.

* SEPP No. 32 – Urban Consolidation (Redevelopment of Urban Land).

* SEPP No. 33 – Hazardous and Offensive Development.

* SEPP No. 39 – Spit Island Bird Habitat.

* SEPP No. 50 – Canal Estates.

* SEPP No. 55 – Remediation of Land.

* SEPP No. 62 – Sustainable Aquaculture.

* SEPP No. 64 – Advertising and Signage.

* SEPP No. 65 – Design Quality of Residential Flat Development.

* SEPP (Housing for Seniors or People with a Disability) 2004: (Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies).

* SEPP (State Significant Precincts) 2005.

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

* SEPP (Infrastructure) 2007.

2. The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

Draft State Environmental Planning Policy (Competition) 2010 applies and aims to promote economic growth and competition and remove anti competitive barriers in planning and assessment.

3. The name of each development control plan that applies to the carrying out of development on the land:

* DAs lodged under Sutherland Shire Local Environmental Plan 2015 will be assessed using amended Draft Sutherland Shire Development Control Plan 2015 until the DCP is finalised. This approach was endorsed by Council at its meeting on 21 September, 2015 (DAP030-16).

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a 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 (other than a SEPP or proposed SEPP) in any zone (however described).

- (a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015
Zone R4 High Density Residential**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Flood mitigation works; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Seniors housing; Shop top housing

- (d) Prohibited:

Any development not specified in item (b) or (c)

- (e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

- (f) Does the land include or comprise critical habitat?

No

- (g) Is the land in a conservation area?

No

- (h) Is an item of environmental heritage situated on the land?

There is no item of environmental heritage situated on the property.

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or

- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or

- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

3. Complying Development

- (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) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (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) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (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 council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

General Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or R5. Check the zoning on the front of this certificate.)

Housing Alterations Code

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

Commercial and Industrial Alterations Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

Commercial and Industrial (New Buildings and Additions) Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

Subdivisions Code

Complying development may be carried out on the land under the

Subdivisions Code.

Rural Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

General Development Code

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

Demolition Code

Complying development may be carried out on the land under the Demolition Code.

Fire Safety Code

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

4. Coastal Protection

Is the land affected by section 38 or 39 of the *Coastal Protection Act 1979* (so far as Council has been notified by the Department of Services, Technology and Administration)?

No

4A. Information relating to beaches and coasts

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.
- (2) In relation to a coastal council:
 - (a) whether the Council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the

meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

- (b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

Note: Sutherland Shire Council has not issued any orders or been notified of any temporary coastal protection works to date.

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

In relation to a coastal council—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).

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. Mine Subsidence

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

No

6. Road Widening and Road Realignment

- (a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

- (b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

7. Council and other public authority policies on hazard risk restrictions

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

No

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

7A. Flood related development controls information

- (1) Whether or not development on that 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) is subject to flood related development controls.

No

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) Words and expressions in this clause have the same meanings as in the Instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act?

No

9. Contribution Plans

Council has adopted the following Contribution Plans that apply to the land:

- * The 2005 Shire Wide Open Space and Recreation Facilities Contribution Plans applies to this property (Effective 1/1/05).
- * The 2003 Community Facilities Contributions Plan applies to this property (Effective 14/12/04).
- * The Miranda Centre Open Space Embellishment Contributions Plan applies to this property (Effective 30/08/05).

9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), a statement to that effect.

No

10. Biobanking agreements

If the land is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

13. Orders Under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if Council has been notified of the order).

No.

14. Directions under Part 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act 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 that does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

No

16. Site compatibility certificates for infrastructure

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

17. Site compatibility certificates and conditions for affordable rental housing

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) of SEPP (Affordable Rental Housing) 2009.

No

18. Paper subdivision information

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

19. Site verification certificates

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

If so, this statement includes:

- the matter certified by the certificate, and
- the date on which the certificate ceases to be current (if any), and
- that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4A of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

Note: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

(a) Is the land significantly contaminated land within the meaning of that Act?
No

(b) Is the land subject to a management order within the meaning of that Act?
No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?
No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?
No

(e) Is the land subject of a site audit statement within the meaning of that Act?
No

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Coordinator General under the Act.

No

Additional Information

Council's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice

regarding demolition orders should be sought by application for a Section 149D Building Certificate.

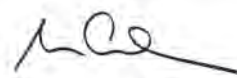
ADDITIONAL INFORMATION PURSUANT TO SECTION 149(5), ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

The following additional information relating to the land is provided in good faith. The information is not exhaustive of matters likely to affect the land. Section 149(6) states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

Council's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Section 149D Building Certificate.

For further information please telephone [02] 9710 0333.

Yours faithfully



Mark Carlton
Manager Environmental Planning

Applicant:

InfoTrack Pty Limited
D X 578
SYDNEY

**Planning Certificate – Section 149(2)(5) Certificate
Environmental Planning and Assessment Act, 1979**

Certificate no: e149:16/1808 Delivery option:
Certificate date: 23/04/2016 Your reference: 103306

Property:

Lot 30 DP 7580
16 University Road MIRANDA NSW 2228

Zone:

Sutherland Shire Local Environmental Plan 2015

Zone R4 High Density Residential

Notes:

- (a) The information in this certificate only relates to the real property identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
(b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

Disclaimer:

- (a) This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

**INFORMATION PURSUANT TO SECTION 149(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

1. The name of each environmental planning instrument that applies to the carrying out of development on the land:
Sutherland Shire Local Environmental Plan 2015

* Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).

* SEPP (Building Sustainability Index: Basix) 2004.

* SEPP (Exempt and Complying Development Codes) 2008

* SEPP (Affordable Rental Housing) 2009

* SEPP No. 19 – Bushland in Urban Areas.

* SEPP No. 21 – Caravan Parks.

* SEPP No. 32 – Urban Consolidation (Redevelopment of Urban Land).

* SEPP No. 33 – Hazardous and Offensive Development.

* SEPP No. 39 – Spit Island Bird Habitat.

* SEPP No. 50 – Canal Estates.

* SEPP No. 55 – Remediation of Land.

* SEPP No. 62 – Sustainable Aquaculture.

* SEPP No. 64 – Advertising and Signage.

* SEPP No. 65 – Design Quality of Residential Flat Development.

* SEPP (Housing for Seniors or People with a Disability) 2004: (Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies).

* SEPP (State Significant Precincts) 2005.

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

* SEPP (Infrastructure) 2007.

2. The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

Draft State Environmental Planning Policy (Competition) 2010 applies and aims to promote economic growth and competition and remove anti competitive barriers in planning and assessment.

3. The name of each development control plan that applies to the carrying out of development on the land:

* DAs lodged under Sutherland Shire Local Environmental Plan 2015 will be assessed using amended Draft Sutherland Shire Development Control Plan 2015 until the DCP is finalised. This approach was endorsed by Council at its meeting on 21 September, 2015 (DAP030-16).

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a 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 (other than a SEPP or proposed SEPP) in any zone (however described).

- (a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015
Zone R4 High Density Residential**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Flood mitigation works; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Seniors housing; Shop top housing

- (d) Prohibited:

Any development not specified in item (b) or (c)

- (e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

- (f) Does the land include or comprise critical habitat?

No

- (g) Is the land in a conservation area?

No

- (h) Is an item of environmental heritage situated on the land?

There is no item of environmental heritage situated on the property.

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or

- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or

- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

3. Complying Development

- (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) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (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) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (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 council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

General Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or R5. Check the zoning on the front of this certificate.)

Housing Alterations Code

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

Commercial and Industrial Alterations Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

Commercial and Industrial (New Buildings and Additions) Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

Subdivisions Code

Complying development may be carried out on the land under the

Subdivisions Code.

Rural Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

General Development Code

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

Demolition Code

Complying development may be carried out on the land under the Demolition Code.

Fire Safety Code

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

4. Coastal Protection

Is the land affected by section 38 or 39 of the *Coastal Protection Act 1979* (so far as Council has been notified by the Department of Services, Technology and Administration)?

No

4A. Information relating to beaches and coasts

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.
- (2) In relation to a coastal council:
 - (a) whether the Council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the

meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

- (b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

Note: Sutherland Shire Council has not issued any orders or been notified of any temporary coastal protection works to date.

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

In relation to a coastal council—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).

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. Mine Subsidence

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

No

6. Road Widening and Road Realignment

- (a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

- (b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

7. Council and other public authority policies on hazard risk restrictions

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

No

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

7A. Flood related development controls information

- (1) Whether or not development on that 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) is subject to flood related development controls.

No

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) Words and expressions in this clause have the same meanings as in the Instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act?

No

9. Contribution Plans

Council has adopted the following Contribution Plans that apply to the land:

- * The 2005 Shire Wide Open Space and Recreation Facilities Contribution Plans applies to this property (Effective 1/1/05).
- * The 2003 Community Facilities Contributions Plan applies to this property (Effective 14/12/04).
- * The Miranda Centre Open Space Embellishment Contributions Plan applies to this property (Effective 30/08/05).

9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), a statement to that effect.

No

10. Biobanking agreements

If the land is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

13. Orders Under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if Council has been notified of the order).

No.

14. Directions under Part 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act 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 that does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

No

16. Site compatibility certificates for infrastructure

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

17. Site compatibility certificates and conditions for affordable rental housing

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl 17(1) of SEPP (Affordable Rental Housing) 2009.

No

18. Paper subdivision information

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

19. Site verification certificates

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

If so, this statement includes:

- the matter certified by the certificate, and
- the date on which the certificate ceases to be current (if any), and
- that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4A of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

Note: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

(a) Is the land significantly contaminated land within the meaning of that Act?
No

(b) Is the land subject to a management order within the meaning of that Act?
No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?
No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?
No

(e) Is the land subject of a site audit statement within the meaning of that Act?
No

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Coordinator General under the Act.

No

Additional Information

Council's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice

regarding demolition orders should be sought by application for a Section 149D Building Certificate.

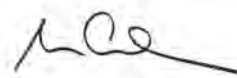
**ADDITIONAL INFORMATION PURSUANT TO SECTION 149(5),
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

The following additional information relating to the land is provided in good faith. The information is not exhaustive of matters likely to affect the land. Section 149(6) states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

Council's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Section 149D Building Certificate.

For further information please telephone [02] 9710 0333.

Yours faithfully



Mark Carlton
Manager Environmental Planning

Applicant:

InfoTrack Pty Limited
D X 578
SYDNEY

**Planning Certificate – Section 149(2)(5) Certificate
Environmental Planning and Assessment Act, 1979**

Certificate no: e149:16/1809 Delivery option:
Certificate date: 23/04/2016 Your reference: 103306

Property:

Lot 31 DP 7580
14 University Road MIRANDA NSW 2228

Zone:

Sutherland Shire Local Environmental Plan 2015

Zone R4 High Density Residential

Notes:

- (a) The information in this certificate only relates to the real property identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
(b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

Disclaimer:

- (a) This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

**INFORMATION PURSUANT TO SECTION 149(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

1. The name of each environmental planning instrument that applies to the carrying out of development on the land:
Sutherland Shire Local Environmental Plan 2015

* Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).

* SEPP (Building Sustainability Index: Basix) 2004.

* SEPP (Exempt and Complying Development Codes) 2008

* SEPP (Affordable Rental Housing) 2009

* SEPP No. 19 – Bushland in Urban Areas.

* SEPP No. 21 – Caravan Parks.

* SEPP No. 32 – Urban Consolidation (Redevelopment of Urban Land).

* SEPP No. 33 – Hazardous and Offensive Development.

* SEPP No. 39 – Spit Island Bird Habitat.

* SEPP No. 50 – Canal Estates.

* SEPP No. 55 – Remediation of Land.

* SEPP No. 62 – Sustainable Aquaculture.

* SEPP No. 64 – Advertising and Signage.

* SEPP No. 65 – Design Quality of Residential Flat Development.

* SEPP (Housing for Seniors or People with a Disability) 2004: (Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies).

* SEPP (State Significant Precincts) 2005.

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

* SEPP (Infrastructure) 2007.

2. The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

Draft State Environmental Planning Policy (Competition) 2010 applies and aims to promote economic growth and competition and remove anti competitive barriers in planning and assessment.

3. The name of each development control plan that applies to the carrying out of development on the land:

* DAs lodged under Sutherland Shire Local Environmental Plan 2015 will be assessed using amended Draft Sutherland Shire Development Control Plan 2015 until the DCP is finalised. This approach was endorsed by Council at its meeting on 21 September, 2015 (DAP030-16).

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a 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 (other than a SEPP or proposed SEPP) in any zone (however described).

- (a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015
Zone R4 High Density Residential**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Flood mitigation works; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Seniors housing; Shop top housing

- (d) Prohibited:

Any development not specified in item (b) or (c)

- (e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

- (f) Does the land include or comprise critical habitat?

No

- (g) Is the land in a conservation area?

No

- (h) Is an item of environmental heritage situated on the land?

There is no item of environmental heritage situated on the property.

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or

- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or

- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

3. Complying Development

- (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) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (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) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (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 council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

General Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or R5. Check the zoning on the front of this certificate.)

Housing Alterations Code

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

Commercial and Industrial Alterations Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

Commercial and Industrial (New Buildings and Additions) Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

Subdivisions Code

Complying development may be carried out on the land under the

Subdivisions Code.

Rural Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

General Development Code

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

Demolition Code

Complying development may be carried out on the land under the Demolition Code.

Fire Safety Code

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

4. Coastal Protection

Is the land affected by section 38 or 39 of the *Coastal Protection Act 1979* (so far as Council has been notified by the Department of Services, Technology and Administration)?

No

4A. Information relating to beaches and coasts

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.
- (2) In relation to a coastal council:
 - (a) whether the Council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the

meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

- (b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

Note: Sutherland Shire Council has not issued any orders or been notified of any temporary coastal protection works to date.

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

In relation to a coastal council—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).

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. Mine Subsidence

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

No

6. Road Widening and Road Realignment

- (a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

- (b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

7. Council and other public authority policies on hazard risk restrictions

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

No

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

7A. Flood related development controls information

- (1) Whether or not development on that 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) is subject to flood related development controls.

No

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) Words and expressions in this clause have the same meanings as in the Instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act?

No

9. Contribution Plans

Council has adopted the following Contribution Plans that apply to the land:

- * The 2005 Shire Wide Open Space and Recreation Facilities Contribution Plans applies to this property (Effective 1/1/05).
- * The 2003 Community Facilities Contributions Plan applies to this property (Effective 14/12/04).
- * The Miranda Centre Open Space Embellishment Contributions Plan applies to this property (Effective 30/08/05).

9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), a statement to that effect.

No

10. Biobanking agreements

If the land is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

13. Orders Under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if Council has been notified of the order).

No.

14. Directions under Part 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act 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 that does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

No

16. Site compatibility certificates for infrastructure

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

17. Site compatibility certificates and conditions for affordable rental housing

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl 17(1) of SEPP (Affordable Rental Housing) 2009.

No

18. Paper subdivision information

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

19. Site verification certificates

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

If so, this statement includes:

- the matter certified by the certificate, and
- the date on which the certificate ceases to be current (if any), and
- that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4A of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

Note: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

(a) Is the land significantly contaminated land within the meaning of that Act?
No

(b) Is the land subject to a management order within the meaning of that Act?
No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?
No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?
No

(e) Is the land subject of a site audit statement within the meaning of that Act?
No

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Coordinator General under the Act.

No

Additional Information

Council's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice

regarding demolition orders should be sought by application for a Section 149D Building Certificate.

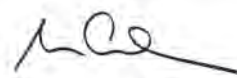
**ADDITIONAL INFORMATION PURSUANT TO SECTION 149(5),
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

The following additional information relating to the land is provided in good faith. The information is not exhaustive of matters likely to affect the land. Section 149(6) states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

Council's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Section 149D Building Certificate.

For further information please telephone [02] 9710 0333.

Yours faithfully



Mark Carlton
Manager Environmental Planning

Applicant:

InfoTrack Pty Limited
D X 578
SYDNEY

**Planning Certificate – Section 149(2)(5) Certificate
Environmental Planning and Assessment Act, 1979**

Certificate no: e149:16/1802 Delivery option:
Certificate date: 22/04/2016 Your reference: 103306

Property:

Lot 32 DP 7580
12 University Road MIRANDA NSW 2228

Zone:

Sutherland Shire Local Environmental Plan 2015

Zone R4 High Density Residential

Notes:

- (a) The information in this certificate only relates to the real property identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
(b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

Disclaimer:

- (a) This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

**INFORMATION PURSUANT TO SECTION 149(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

1. The name of each environmental planning instrument that applies to the carrying out of development on the land:

Sutherland Shire Local Environmental Plan 2015

* Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).

* SEPP (Building Sustainability Index: Basix) 2004.

* SEPP (Exempt and Complying Development Codes) 2008

* SEPP (Affordable Rental Housing) 2009

* SEPP No. 19 – Bushland in Urban Areas.

* SEPP No. 21 – Caravan Parks.

* SEPP No. 32 – Urban Consolidation (Redevelopment of Urban Land).

* SEPP No. 33 – Hazardous and Offensive Development.

* SEPP No. 39 – Spit Island Bird Habitat.

* SEPP No. 50 – Canal Estates.

* SEPP No. 55 – Remediation of Land.

* SEPP No. 62 – Sustainable Aquaculture.

* SEPP No. 64 – Advertising and Signage.

* SEPP No. 65 – Design Quality of Residential Flat Development.

* SEPP (Housing for Seniors or People with a Disability) 2004: (Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies).

* SEPP (State Significant Precincts) 2005.

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

* SEPP (Infrastructure) 2007.

2. The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

Draft State Environmental Planning Policy (Competition) 2010 applies and aims to promote economic growth and competition and remove anti competitive barriers in planning and assessment.

3. The name of each development control plan that applies to the carrying out of development on the land:

* DAs lodged under Sutherland Shire Local Environmental Plan 2015 will be assessed using amended Draft Sutherland Shire Development Control Plan 2015 until the DCP is finalised. This approach was endorsed by Council at its meeting on 21 September, 2015 (DAP030-16).

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a 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 (other than a SEPP or proposed SEPP) in any zone (however described).

- (a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015
Zone R4 High Density Residential**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Flood mitigation works; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Seniors housing; Shop top housing

- (d) Prohibited:

Any development not specified in item (b) or (c)

- (e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

- (f) Does the land include or comprise critical habitat?

No

- (g) Is the land in a conservation area?

No

- (h) Is an item of environmental heritage situated on the land?

There is no item of environmental heritage situated on the property.

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or

- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or

- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

3. Complying Development

- (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) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (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) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (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 council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

General Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or R5. Check the zoning on the front of this certificate.)

Housing Alterations Code

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

Commercial and Industrial Alterations Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

Commercial and Industrial (New Buildings and Additions) Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

Subdivisions Code

Complying development may be carried out on the land under the

Subdivisions Code.

Rural Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

General Development Code

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

Demolition Code

Complying development may be carried out on the land under the Demolition Code.

Fire Safety Code

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

4. Coastal Protection

Is the land affected by section 38 or 39 of the *Coastal Protection Act 1979* (so far as Council has been notified by the Department of Services, Technology and Administration)?

No

4A. Information relating to beaches and coasts

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.
- (2) In relation to a coastal council:
 - (a) whether the Council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the

meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

- (b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

Note: Sutherland Shire Council has not issued any orders or been notified of any temporary coastal protection works to date.

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

In relation to a coastal council—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).

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. Mine Subsidence

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

No

6. Road Widening and Road Realignment

- (a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

- (b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

7. Council and other public authority policies on hazard risk restrictions

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

No

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

7A. Flood related development controls information

- (1) Whether or not development on that 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) is subject to flood related development controls.

No

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) Words and expressions in this clause have the same meanings as in the Instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act?

No

9. Contribution Plans

Council has adopted the following Contribution Plans that apply to the land:

- * The 2005 Shire Wide Open Space and Recreation Facilities Contribution Plans applies to this property (Effective 1/1/05).
- * The 2003 Community Facilities Contributions Plan applies to this property (Effective 14/12/04).
- * The Miranda Centre Open Space Embellishment Contributions Plan applies to this property (Effective 30/08/05).

9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), a statement to that effect.

No

10. Biobanking agreements

If the land is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

13. Orders Under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if Council has been notified of the order).

No.

14. Directions under Part 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act 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 that does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

No

16. Site compatibility certificates for infrastructure

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

17. Site compatibility certificates and conditions for affordable rental housing

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl 17(1) of SEPP (Affordable Rental Housing) 2009.

No

18. Paper subdivision information

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

19. Site verification certificates

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

If so, this statement includes:

- the matter certified by the certificate, and
- the date on which the certificate ceases to be current (if any), and
- that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4A of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

Note: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

(a) Is the land significantly contaminated land within the meaning of that Act?

No

(b) Is the land subject to a management order within the meaning of that Act?

No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?

No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Is the land subject of a site audit statement within the meaning of that Act?

No

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Coordinator General under the Act.

No

Additional Information

Council holds additional information relating to this property for provision in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979.

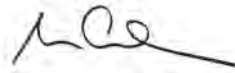
**ADDITIONAL INFORMATION PURSUANT TO SECTION 149(5),
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

The following additional information relating to the land is provided in good faith. The information is not exhaustive of matters likely to affect the land. Section 149(6) states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

An owner of a property on which a swimming pool is situated must ensure that the pool complies with the requirements of the Swimming Pools Act 1992. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

For further information please telephone [02] 9710 0333.

Yours faithfully



Mark Carlton
Manager Environmental Planning

Applicant:

InfoTrack Pty Limited
D X 578
SYDNEY

**Planning Certificate – Section 149(2)(5) Certificate
Environmental Planning and Assessment Act, 1979**

Certificate no: e149:16/1798 Delivery option:
Certificate date: 22/04/2016 Your reference: 103306

Property:

Lot 33 DP 7580
10 University Road MIRANDA NSW 2228

Zone:

Sutherland Shire Local Environmental Plan 2015

Zone R4 High Density Residential

Notes:

- (a) The information in this certificate only relates to the real property identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
(b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

Disclaimer:

- (a) This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

**INFORMATION PURSUANT TO SECTION 149(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

1. The name of each environmental planning instrument that applies to the carrying out of development on the land:

Sutherland Shire Local Environmental Plan 2015

* Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).

* SEPP (Building Sustainability Index: Basix) 2004.

* SEPP (Exempt and Complying Development Codes) 2008

* SEPP (Affordable Rental Housing) 2009

* SEPP No. 19 – Bushland in Urban Areas.

* SEPP No. 21 – Caravan Parks.

* SEPP No. 32 – Urban Consolidation (Redevelopment of Urban Land).

* SEPP No. 33 – Hazardous and Offensive Development.

* SEPP No. 39 – Spit Island Bird Habitat.

* SEPP No. 50 – Canal Estates.

* SEPP No. 55 – Remediation of Land.

* SEPP No. 62 – Sustainable Aquaculture.

* SEPP No. 64 – Advertising and Signage.

* SEPP No. 65 – Design Quality of Residential Flat Development.

* SEPP (Housing for Seniors or People with a Disability) 2004: (Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies).

* SEPP (State Significant Precincts) 2005.

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

* SEPP (Infrastructure) 2007.

2. The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

Draft State Environmental Planning Policy (Competition) 2010 applies and aims to promote economic growth and competition and remove anti competitive barriers in planning and assessment.

3. The name of each development control plan that applies to the carrying out of development on the land:

* DAs lodged under Sutherland Shire Local Environmental Plan 2015 will be assessed using amended Draft Sutherland Shire Development Control Plan 2015 until the DCP is finalised. This approach was endorsed by Council at its meeting on 21 September, 2015 (DAP030-16).

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a 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 (other than a SEPP or proposed SEPP) in any zone (however described).

- (a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015
Zone R4 High Density Residential**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Flood mitigation works; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Seniors housing; Shop top housing

- (d) Prohibited:

Any development not specified in item (b) or (c)

- (e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

- (f) Does the land include or comprise critical habitat?

No

- (g) Is the land in a conservation area?

No

- (h) Is an item of environmental heritage situated on the land?

There is no item of environmental heritage situated on the property.

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or

- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or

- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

3. Complying Development

- (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) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (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) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (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 council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

General Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or R5. Check the zoning on the front of this certificate.)

Housing Alterations Code

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

Commercial and Industrial Alterations Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

Commercial and Industrial (New Buildings and Additions) Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

Subdivisions Code

Complying development may be carried out on the land under the

Subdivisions Code.

Rural Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

General Development Code

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

Demolition Code

Complying development may be carried out on the land under the Demolition Code.

Fire Safety Code

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

4. Coastal Protection

Is the land affected by section 38 or 39 of the *Coastal Protection Act 1979* (so far as Council has been notified by the Department of Services, Technology and Administration)?

No

4A. Information relating to beaches and coasts

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.
- (2) In relation to a coastal council:
 - (a) whether the Council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the

meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

- (b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

Note: Sutherland Shire Council has not issued any orders or been notified of any temporary coastal protection works to date.

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

In relation to a coastal council—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).

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. Mine Subsidence

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

No

6. Road Widening and Road Realignment

- (a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

- (b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

7. Council and other public authority policies on hazard risk restrictions

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

No

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

7A. Flood related development controls information

- (1) Whether or not development on that 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) is subject to flood related development controls.

No

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) Words and expressions in this clause have the same meanings as in the Instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act?

No

9. Contribution Plans

Council has adopted the following Contribution Plans that apply to the land:

- * The 2005 Shire Wide Open Space and Recreation Facilities Contribution Plans applies to this property (Effective 1/1/05).
- * The 2003 Community Facilities Contributions Plan applies to this property (Effective 14/12/04).
- * The Miranda Centre Open Space Embellishment Contributions Plan applies to this property (Effective 30/08/05).

9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), a statement to that effect.

No

10. Biobanking agreements

If the land is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).

No

16. Site compatibility certificates for infrastructure

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

17. Site compatibility certificates and conditions for affordable rental housing

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) of SEPP (Affordable Rental Housing) 2009.

No

18. Paper subdivision information

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

19. Site verification certificates

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

If so, this statement includes:

- the matter certified by the certificate, and
- the date on which the certificate ceases to be current (if any), and
- that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

13. Orders Under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if Council has been notified of the order).

No.

14. Directions under Part 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act 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 that does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

No

Note: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

(a) Is the land significantly contaminated land within the meaning of that Act?

No

(b) Is the land subject to a management order within the meaning of that Act?

No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?

No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Is the land subject of a site audit statement within the meaning of that Act?

No

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Coordinator General under the Act.

No

Additional Information

Council's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice

regarding demolition orders should be sought by application for a Section 149D Building Certificate.

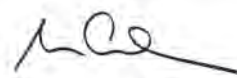
ADDITIONAL INFORMATION PURSUANT TO SECTION 149(5), ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

The following additional information relating to the land is provided in good faith. The information is not exhaustive of matters likely to affect the land. Section 149(6) states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

Council's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Section 149D Building Certificate.

For further information please telephone [02] 9710 0333.

Yours faithfully



Mark Carlton
Manager Environmental Planning

Applicant:

InfoTrack Pty Limited
D X 578
SYDNEY

**Planning Certificate – Section 149(2)(5) Certificate
Environmental Planning and Assessment Act, 1979**

Certificate no: e149:16/1810 Delivery option:
Certificate date: 23/04/2016 Your reference: 103306

Property:

Lot 34 DP 7580
8 University Road MIRANDA NSW 2228

Zone:

Sutherland Shire Local Environmental Plan 2015

Zone R4 High Density Residential

Notes:

- (a) The information in this certificate only relates to the real property identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
(b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

Disclaimer:

- (a) This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

**INFORMATION PURSUANT TO SECTION 149(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

1. The name of each environmental planning instrument that applies to the carrying out of development on the land:

Sutherland Shire Local Environmental Plan 2015

* Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).

* SEPP (Building Sustainability Index: Basix) 2004.

* SEPP (Exempt and Complying Development Codes) 2008

* SEPP (Affordable Rental Housing) 2009

* SEPP No. 19 – Bushland in Urban Areas.

* SEPP No. 21 – Caravan Parks.

* SEPP No. 32 – Urban Consolidation (Redevelopment of Urban Land).

* SEPP No. 33 – Hazardous and Offensive Development.

* SEPP No. 39 – Spit Island Bird Habitat.

* SEPP No. 50 – Canal Estates.

* SEPP No. 55 – Remediation of Land.

* SEPP No. 62 – Sustainable Aquaculture.

* SEPP No. 64 – Advertising and Signage.

* SEPP No. 65 – Design Quality of Residential Flat Development.

* SEPP (Housing for Seniors or People with a Disability) 2004: (Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies).

* SEPP (State Significant Precincts) 2005.

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

* SEPP (Infrastructure) 2007.

2. The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

Draft State Environmental Planning Policy (Competition) 2010 applies and aims to promote economic growth and competition and remove anti competitive barriers in planning and assessment.

3. The name of each development control plan that applies to the carrying out of development on the land:

* DAs lodged under Sutherland Shire Local Environmental Plan 2015 will be assessed using amended Draft Sutherland Shire Development Control Plan 2015 until the DCP is finalised. This approach was endorsed by Council at its meeting on 21 September, 2015 (DAP030-16).

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a 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 (other than a SEPP or proposed SEPP) in any zone (however described).

- (a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015
Zone R4 High Density Residential**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Flood mitigation works; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Seniors housing; Shop top housing

- (d) Prohibited:

Any development not specified in item (b) or (c)

- (e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

- (f) Does the land include or comprise critical habitat?

No

- (g) Is the land in a conservation area?

No

- (h) Is an item of environmental heritage situated on the land?

There is no item of environmental heritage situated on the property.

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or

- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or

- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

3. Complying Development

- (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) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (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) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (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 council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

General Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or R5. Check the zoning on the front of this certificate.)

Housing Alterations Code

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

Commercial and Industrial Alterations Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

Commercial and Industrial (New Buildings and Additions) Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

Subdivisions Code

Complying development may be carried out on the land under the

Subdivisions Code.

Rural Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

General Development Code

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

Demolition Code

Complying development may be carried out on the land under the Demolition Code.

Fire Safety Code

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

4. Coastal Protection

Is the land affected by section 38 or 39 of the *Coastal Protection Act 1979* (so far as Council has been notified by the Department of Services, Technology and Administration)?

No

4A. Information relating to beaches and coasts

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.
- (2) In relation to a coastal council:
 - (a) whether the Council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the

meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

- (b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

Note: Sutherland Shire Council has not issued any orders or been notified of any temporary coastal protection works to date.

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

In relation to a coastal council—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).

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. Mine Subsidence

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

No

6. Road Widening and Road Realignment

- (a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

- (b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

7. Council and other public authority policies on hazard risk restrictions

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

No

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

7A. Flood related development controls information

- (1) Whether or not development on that 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) is subject to flood related development controls.

No

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) Words and expressions in this clause have the same meanings as in the Instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act?

No

9. Contribution Plans

Council has adopted the following Contribution Plans that apply to the land:

- * The 2005 Shire Wide Open Space and Recreation Facilities Contribution Plans applies to this property (Effective 1/1/05).
- * The 2003 Community Facilities Contributions Plan applies to this property (Effective 14/12/04).
- * The Miranda Centre Open Space Embellishment Contributions Plan applies to this property (Effective 30/08/05).

9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), a statement to that effect.

No

10. Biobanking agreements

If the land is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).

No

16. Site compatibility certificates for infrastructure

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

17. Site compatibility certificates and conditions for affordable rental housing

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) of SEPP (Affordable Rental Housing) 2009.

No

18. Paper subdivision information

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

19. Site verification certificates

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

If so, this statement includes:

- the matter certified by the certificate, and
- the date on which the certificate ceases to be current (if any), and
- that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

13. Orders Under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if Council has been notified of the order).

No.

14. Directions under Part 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act 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 that does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

No

Note: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

(a) Is the land significantly contaminated land within the meaning of that Act?
No

(b) Is the land subject to a management order within the meaning of that Act?
No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?
No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?
No

(e) Is the land subject of a site audit statement within the meaning of that Act?
No

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Coordinator General under the Act.

No

Additional Information

Council holds additional information relating to this property for provision in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979.

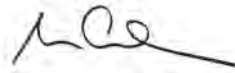
**ADDITIONAL INFORMATION PURSUANT TO SECTION 149(5),
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

The following additional information relating to the land is provided in good faith. The information is not exhaustive of matters likely to affect the land. Section 149(6) states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

An owner of a property on which a swimming pool is situated must ensure that the pool complies with the requirements of the Swimming Pools Act 1992. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

For further information please telephone [02] 9710 0333.

Yours faithfully



Mark Carlton
Manager Environmental Planning

Applicant:

InfoTrack Pty Limited
D X 578
SYDNEY

**Planning Certificate – Section 149(2)(5) Certificate
Environmental Planning and Assessment Act, 1979**

Certificate no: e149:16/1811 Delivery option:
Certificate date: 23/04/2016 Your reference: 103306

Property:

Lot 35 DP 7580
6 University Road MIRANDA NSW 2228

Zone:

Sutherland Shire Local Environmental Plan 2015

Zone R4 High Density Residential

Notes:

- (a) The information in this certificate only relates to the real property identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
(b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.
Disclaimer:
(a) This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

Page 1

applies and aims to promote economic growth and competition and remove anti competitive barriers in planning and assessment.

3. The name of each development control plan that applies to the carrying out of development on the land:

- * DAs lodged under Sutherland Shire Local Environmental Plan 2015 will be assessed using amended Draft Sutherland Shire Development Control Plan 2015 until the DCP is finalised. This approach was endorsed by Council at its meeting on 21 September, 2015 (DAP030-16).

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a 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 (other than a SEPP or proposed SEPP) in any zone (however described).

- (a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015
Zone R4 High Density Residential**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Flood mitigation works; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Seniors housing; Shop top housing

- (d) Prohibited:

Any development not specified in item (b) or (c)

**INFORMATION PURSUANT TO SECTION 149(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

1. The name of each environmental planning instrument that applies to the carrying out of development on the land:

Sutherland Shire Local Environmental Plan 2015

Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment (5/2/1999) (deemed SEPP).

* Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).

* SEPP (Building Sustainability Index: Basix) 2004.

* SEPP (Exempt and Complying Development Codes) 2008

* SEPP (Affordable Rental Housing) 2009

* SEPP No. 19 – Bushland in Urban Areas.

* SEPP No. 21 – Caravan Parks.

* SEPP No. 32 – Urban Consolidation (Redevelopment of Urban Land).

* SEPP No. 33 – Hazardous and Offensive Development.

* SEPP No. 39 – Spit Island Bird Habitat.

* SEPP No. 50 – Canal Estates.

* SEPP No. 55 – Remediation of Land.

* SEPP No. 62 – Sustainable Aquaculture.

* SEPP No. 64 – Advertising and Signage.

* SEPP No. 65 – Design Quality of Residential Flat Development.

* SEPP (Housing for Seniors or People with a Disability) 2004: (Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies).

* SEPP (State Significant Precincts) 2005.

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

* SEPP (Infrastructure) 2007.

2. The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

Draft State Environmental Planning Policy (Competition) 2010

- (e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

- (f) Does the land include or comprise critical habitat?

No

- (g) Is the land in a conservation area?

No

- (h) Is an item of environmental heritage situated on the land?

There is no item of environmental heritage situated on the property.

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or

- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or

- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

3. Complying Development

- (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) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (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) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (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 council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

General Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or R5. Check the zoning on the front of this certificate.)

Housing Alterations Code

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

Commercial and Industrial Alterations Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

Commercial and Industrial (New Buildings and Additions) Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

Subdivisions Code

Complying development may be carried out on the land under the

Subdivisions Code.

Rural Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

General Development Code

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

Demolition Code

Complying development may be carried out on the land under the Demolition Code.

Fire Safety Code

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

4. Coastal Protection

Is the land affected by section 38 or 39 of the *Coastal Protection Act 1979* (so far as Council has been notified by the Department of Services, Technology and Administration)?

No

4A. Information relating to beaches and coasts

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.
- (2) In relation to a coastal council:
 - (a) whether the Council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the

meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

- (b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

Note: Sutherland Shire Council has not issued any orders or been notified of any temporary coastal protection works to date.

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

In relation to a coastal council—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).

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. Mine Subsidence

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

No

6. Road Widening and Road Realignment

- (a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

- (b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

7. Council and other public authority policies on hazard risk restrictions

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

No

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

7A. Flood related development controls information

- (1) Whether or not development on that 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) is subject to flood related development controls.

No

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) Words and expressions in this clause have the same meanings as in the Instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act?

No

9. Contribution Plans

Council has adopted the following Contribution Plans that apply to the land:

- * The 2005 Shire Wide Open Space and Recreation Facilities Contribution Plans applies to this property (Effective 1/1/05).
- * The 2003 Community Facilities Contributions Plan applies to this property (Effective 14/12/04).
- * The Miranda Centre Open Space Embellishment Contributions Plan applies to this property (Effective 30/08/05).

9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), a statement to that effect.

No

10. Biobanking agreements

If the land is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).

No

16. Site compatibility certificates for infrastructure

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

17. Site compatibility certificates and conditions for affordable rental housing

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) of SEPP (Affordable Rental Housing) 2009.

No

18. Paper subdivision information

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

19. Site verification certificates

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

If so, this statement includes:

- the matter certified by the certificate, and
- the date on which the certificate ceases to be current (if any), and
- that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

13. Orders Under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if Council has been notified of the order).

No.

14. Directions under Part 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act 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 that does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

No

Note: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

(a) Is the land significantly contaminated land within the meaning of that Act?

No

(b) Is the land subject to a management order within the meaning of that Act?

No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?

No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Is the land subject of a site audit statement within the meaning of that Act?

No

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Coordinator General under the Act.

No

Additional Information

Council holds additional information relating to this property for provision in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979.

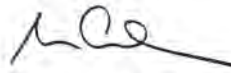
**ADDITIONAL INFORMATION PURSUANT TO SECTION 149(5),
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

The following additional information relating to the land is provided in good faith. The information is not exhaustive of matters likely to affect the land. Section 149(6) states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

An owner of a property on which a swimming pool is situated must ensure that the pool complies with the requirements of the Swimming Pools Act 1992. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

For further information please telephone [02] 9710 0333.

Yours faithfully



Mark Carlton
Manager Environmental Planning

Applicant:

InfoTrack Pty Limited
D X 578
SYDNEY

**Planning Certificate – Section 149(2)(5) Certificate
Environmental Planning and Assessment Act, 1979**

Certificate no: e149:16/1812 Delivery option:
Certificate date: 23/04/2016 Your reference: 103306

Property:

Lot 36 DP 7580
4 University Road MIRANDA NSW 2228

Zone:

Sutherland Shire Local Environmental Plan 2015

Zone R4 High Density Residential

Notes:

(a) The information in this certificate only relates to the real property identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.

(b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

Disclaimer:

(a) This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

applies and aims to promote economic growth and competition and remove anti competitive barriers in planning and assessment.

3. The name of each development control plan that applies to the carrying out of development on the land:

* DAs lodged under Sutherland Shire Local Environmental Plan 2015 will be assessed using amended Draft Sutherland Shire Development Control Plan 2015 until the DCP is finalised. This approach was endorsed by Council at its meeting on 21 September, 2015 (DAP030-16).

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a 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 (other than a SEPP or proposed SEPP) in any zone (however described).

(a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015
Zone R4 High Density Residential**

(b) Permitted without consent:

Home occupations

(c) Permitted with consent:

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Flood mitigation works; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Seniors housing; Shop top housing

(d) Prohibited:

Any development not specified in item (b) or (c)

**INFORMATION PURSUANT TO SECTION 149(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

1. The name of each environmental planning instrument that applies to the carrying out of development on the land:

Sutherland Shire Local Environmental Plan 2015

Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment (5/2/1999) (deemed SEPP).

* Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).

* SEPP (Building Sustainability Index: Basix) 2004.

* SEPP (Exempt and Complying Development Codes) 2008

* SEPP (Affordable Rental Housing) 2009

* SEPP No. 19 – Bushland in Urban Areas.

* SEPP No. 21 – Caravan Parks.

* SEPP No. 32 – Urban Consolidation (Redevelopment of Urban Land).

* SEPP No. 33 – Hazardous and Offensive Development.

* SEPP No. 39 – Spit Island Bird Habitat.

* SEPP No. 50 – Canal Estates.

* SEPP No. 55 – Remediation of Land.

* SEPP No. 62 – Sustainable Aquaculture.

* SEPP No. 64 – Advertising and Signage.

* SEPP No. 65 – Design Quality of Residential Flat Development.

* SEPP (Housing for Seniors or People with a Disability) 2004: (Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies).

* SEPP (State Significant Precincts) 2005.

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

* SEPP (Infrastructure) 2007.

2. The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

Draft State Environmental Planning Policy (Competition) 2010

(e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

(f) Does the land include or comprise critical habitat?

No

(g) Is the land in a conservation area?

No

(h) Is an item of environmental heritage situated on the land?

There is no item of environmental heritage situated on the property.

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

(a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or

(b) a Precinct Plan (within the meaning of the 2006 SEPP), or

(c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

3. Complying Development

- (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) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (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) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (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 council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

General Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or R5. Check the zoning on the front of this certificate.)

Housing Alterations Code

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

Commercial and Industrial Alterations Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

Commercial and Industrial (New Buildings and Additions) Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

Subdivisions Code

Complying development may be carried out on the land under the

Subdivisions Code.

Rural Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

General Development Code

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

Demolition Code

Complying development may be carried out on the land under the Demolition Code.

Fire Safety Code

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

4. Coastal Protection

Is the land affected by section 38 or 39 of the *Coastal Protection Act 1979* (so far as Council has been notified by the Department of Services, Technology and Administration)?

No

4A. Information relating to beaches and coasts

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.
- (2) In relation to a coastal council:
 - (a) whether the Council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the

meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

- (b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

Note: Sutherland Shire Council has not issued any orders or been notified of any temporary coastal protection works to date.

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

In relation to a coastal council—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).

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. Mine Subsidence

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

No

6. Road Widening and Road Realignment

- (a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

- (b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

7. Council and other public authority policies on hazard risk restrictions

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

No

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

7A. Flood related development controls information

- (1) Whether or not development on that 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) is subject to flood related development controls.

No

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) Words and expressions in this clause have the same meanings as in the Instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act?

No

9. Contribution Plans

Council has adopted the following Contribution Plans that apply to the land:

- * The 2005 Shire Wide Open Space and Recreation Facilities Contribution Plans applies to this property (Effective 1/1/05).
- * The 2003 Community Facilities Contributions Plan applies to this property (Effective 14/12/04).
- * The Miranda Centre Open Space Embellishment Contributions Plan applies to this property (Effective 30/08/05).

9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), a statement to that effect.

No

10. Biobanking agreements

If the land is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

13. Orders Under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if Council has been notified of the order).

No.

14. Directions under Part 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act 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 that does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

No

16. Site compatibility certificates for infrastructure

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

17. Site compatibility certificates and conditions for affordable rental housing

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl 17(1) of SEPP (Affordable Rental Housing) 2009.

No

18. Paper subdivision information

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

19. Site verification certificates

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

If so, this statement includes:

- the matter certified by the certificate, and
- the date on which the certificate ceases to be current (if any), and
- that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4A of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

Note: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

(a) Is the land significantly contaminated land within the meaning of that Act?
No

(b) Is the land subject to a management order within the meaning of that Act?
No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?
No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?
No

(e) Is the land subject of a site audit statement within the meaning of that Act?
No

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Coordinator General under the Act.

No

Additional Information

Council's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice

regarding demolition orders should be sought by application for a Section 149D Building Certificate.

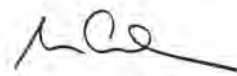
**ADDITIONAL INFORMATION PURSUANT TO SECTION 149(5),
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

The following additional information relating to the land is provided in good faith. The information is not exhaustive of matters likely to affect the land. Section 149(6) states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

Council's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Section 149D Building Certificate.

For further information please telephone [02] 9710 0333.

Yours faithfully



Mark Carlton
Manager Environmental Planning

Applicant:

InfoTrack Pty Limited
D X 578
SYDNEY

**Planning Certificate – Section 149(2)(5) Certificate
Environmental Planning and Assessment Act, 1979**

Certificate no: e149:16/1813 Delivery option:
Certificate date: 23/04/2016 Your reference: 103306

Property:

Lot 37 DP 7580
2 University Road MIRANDA NSW 2228

Zone:

Sutherland Shire Local Environmental Plan 2015

Zone R4 High Density Residential

Notes:

- (a) The information in this certificate only relates to the real property identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
(b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.
Disclaimer:
(a) This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

Page 1

applies and aims to promote economic growth and competition and remove anti competitive barriers in planning and assessment.

3. The name of each development control plan that applies to the carrying out of development on the land:

- * DAs lodged under Sutherland Shire Local Environmental Plan 2015 will be assessed using amended Draft Sutherland Shire Development Control Plan 2015 until the DCP is finalised. This approach was endorsed by Council at its meeting on 21 September, 2015 (DAP030-16).

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a 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 (other than a SEPP or proposed SEPP) in any zone (however described).

- (a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015
Zone R4 High Density Residential**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Flood mitigation works; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Seniors housing; Shop top housing

- (d) Prohibited:

Any development not specified in item (b) or (c)

**INFORMATION PURSUANT TO SECTION 149(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

1. The name of each environmental planning instrument that applies to the carrying out of development on the land:

Sutherland Shire Local Environmental Plan 2015

Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment (5/2/1999) (deemed SEPP).

* Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).

* SEPP (Building Sustainability Index: Basix) 2004.

* SEPP (Exempt and Complying Development Codes) 2008

* SEPP (Affordable Rental Housing) 2009

* SEPP No. 19 – Bushland in Urban Areas.

* SEPP No. 21 – Caravan Parks.

* SEPP No. 32 – Urban Consolidation (Redevelopment of Urban Land).

* SEPP No. 33 – Hazardous and Offensive Development.

* SEPP No. 39 – Spit Island Bird Habitat.

* SEPP No. 50 – Canal Estates.

* SEPP No. 55 – Remediation of Land.

* SEPP No. 62 – Sustainable Aquaculture.

* SEPP No. 64 – Advertising and Signage.

* SEPP No. 65 – Design Quality of Residential Flat Development.

* SEPP (Housing for Seniors or People with a Disability) 2004: (Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies).

* SEPP (State Significant Precincts) 2005.

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

* SEPP (Infrastructure) 2007.

2. The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

Draft State Environmental Planning Policy (Competition) 2010

- (e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

- (f) Does the land include or comprise critical habitat?

No

- (g) Is the land in a conservation area?

No

- (h) Is an item of environmental heritage situated on the land?

There is no item of environmental heritage situated on the property.

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or

- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or

- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

3. Complying Development

- (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) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (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) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (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 council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

General Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or R5. Check the zoning on the front of this certificate.)

Housing Alterations Code

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

Commercial and Industrial Alterations Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

Commercial and Industrial (New Buildings and Additions) Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

Subdivisions Code

Complying development may be carried out on the land under the

Subdivisions Code.

Rural Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

General Development Code

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

Demolition Code

Complying development may be carried out on the land under the Demolition Code.

Fire Safety Code

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

4. Coastal Protection

Is the land affected by section 38 or 39 of the *Coastal Protection Act 1979* (so far as Council has been notified by the Department of Services, Technology and Administration)?

No

4A. Information relating to beaches and coasts

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.
- (2) In relation to a coastal council:
 - (a) whether the Council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the

meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

- (b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

Note: Sutherland Shire Council has not issued any orders or been notified of any temporary coastal protection works to date.

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

In relation to a coastal council—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).

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. Mine Subsidence

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

No

6. Road Widening and Road Realignment

- (a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

- (b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

7. Council and other public authority policies on hazard risk restrictions

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

No

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

7A. Flood related development controls information

- (1) Whether or not development on that 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) is subject to flood related development controls.

No

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) Words and expressions in this clause have the same meanings as in the Instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act?

No

9. Contribution Plans

Council has adopted the following Contribution Plans that apply to the land:

- * The 2005 Shire Wide Open Space and Recreation Facilities Contribution Plans applies to this property (Effective 1/1/05).
- * The 2003 Community Facilities Contributions Plan applies to this property (Effective 14/12/04).
- * The Miranda Centre Open Space Embellishment Contributions Plan applies to this property (Effective 30/08/05).

9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), a statement to that effect.

No

10. Biobanking agreements

If the land is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

13. Orders Under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if Council has been notified of the order).

No.

14. Directions under Part 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act 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 that does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

No

16. Site compatibility certificates for infrastructure

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

17. Site compatibility certificates and conditions for affordable rental housing

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) of SEPP (Affordable Rental Housing) 2009.

No

18. Paper subdivision information

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

19. Site verification certificates

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

If so, this statement includes:

- the matter certified by the certificate, and
- the date on which the certificate ceases to be current (if any), and
- that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4A of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

Note: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

(a) Is the land significantly contaminated land within the meaning of that Act?
No

(b) Is the land subject to a management order within the meaning of that Act?
No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?
No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?
No

(e) Is the land subject of a site audit statement within the meaning of that Act?
No

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Coordinator General under the Act.

No

Additional Information

Council's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice

regarding demolition orders should be sought by application for a Section 149D Building Certificate.

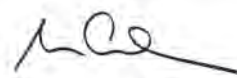
**ADDITIONAL INFORMATION PURSUANT TO SECTION 149(5),
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

The following additional information relating to the land is provided in good faith. The information is not exhaustive of matters likely to affect the land. Section 149(6) states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

Council's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Section 149D Building Certificate.

For further information please telephone [02] 9710 0333.

Yours faithfully



Mark Carlton
Manager Environmental Planning

Applicant:

InfoTrack Pty Limited
D X 578
SYDNEY

**Planning Certificate – Section 149(2)(5) Certificate
Environmental Planning and Assessment Act, 1979**

Certificate no: e149:16/1804 Delivery option:
Certificate date: 22/04/2016 Your reference: 103306

Property:

Lot 38 DP 7580
664 Kingsway MIRANDA NSW 2228

Zone:

Sutherland Shire Local Environmental Plan 2015

Zone R4 High Density Residential

Notes:

(a) The information in this certificate only relates to the real property identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.

(b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

Disclaimer:

(a) This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

Page 1

applies and aims to promote economic growth and competition and remove anti competitive barriers in planning and assessment.

3. The name of each development control plan that applies to the carrying out of development on the land:

* DAs lodged under Sutherland Shire Local Environmental Plan 2015 will be assessed using amended Draft Sutherland Shire Development Control Plan 2015 until the DCP is finalised. This approach was endorsed by Council at its meeting on 21 September, 2015 (DAP030-16).

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a 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 (other than a SEPP or proposed SEPP) in any zone (however described).

(a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015
Zone R4 High Density Residential**

(b) Permitted without consent:

Home occupations

(c) Permitted with consent:

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Flood mitigation works; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Seniors housing; Shop top housing

(d) Prohibited:

Any development not specified in item (b) or (c)

**INFORMATION PURSUANT TO SECTION 149(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

1. The name of each environmental planning instrument that applies to the carrying out of development on the land:

Sutherland Shire Local Environmental Plan 2015

Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment (5/2/1999) (deemed SEPP).

* Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).

* SEPP (Building Sustainability Index: Basix) 2004.

* SEPP (Exempt and Complying Development Codes) 2008

* SEPP (Affordable Rental Housing) 2009

* SEPP No. 19 – Bushland in Urban Areas.

* SEPP No. 21 – Caravan Parks.

* SEPP No. 32 – Urban Consolidation (Redevelopment of Urban Land).

* SEPP No. 33 – Hazardous and Offensive Development.

* SEPP No. 39 – Spit Island Bird Habitat.

* SEPP No. 50 – Canal Estates.

* SEPP No. 55 – Remediation of Land.

* SEPP No. 62 – Sustainable Aquaculture.

* SEPP No. 64 – Advertising and Signage.

* SEPP No. 65 – Design Quality of Residential Flat Development.

* SEPP (Housing for Seniors or People with a Disability) 2004: (Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies).

* SEPP (State Significant Precincts) 2005.

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

* SEPP (Infrastructure) 2007.

2. The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

Draft State Environmental Planning Policy (Competition) 2010

(e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

(f) Does the land include or comprise critical habitat?

No

(g) Is the land in a conservation area?

No

(h) Is an item of environmental heritage situated on the land?

There is no item of environmental heritage situated on the property.

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

(a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or

(b) a Precinct Plan (within the meaning of the 2006 SEPP), or

(c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

3. Complying Development

- (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) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (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) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (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 council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

General Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or R5. Check the zoning on the front of this certificate.)

Housing Alterations Code

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

Commercial and Industrial Alterations Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

Commercial and Industrial (New Buildings and Additions) Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

Subdivisions Code

Complying development may be carried out on the land under the

Subdivisions Code.

Rural Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

General Development Code

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

Demolition Code

Complying development may be carried out on the land under the Demolition Code.

Fire Safety Code

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

4. Coastal Protection

Is the land affected by section 38 or 39 of the *Coastal Protection Act 1979* (so far as Council has been notified by the Department of Services, Technology and Administration)?

No

4A. Information relating to beaches and coasts

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.
- (2) In relation to a coastal council:
 - (a) whether the Council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the

meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

- (b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

Note: Sutherland Shire Council has no issued any orders or been notified of any temporary coastal protection works to date.

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

In relation to a coastal council—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).

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. Mine Subsidence

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

No

6. Road Widening and Road Realignment

- (a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

- (b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

7. Council and other public authority policies on hazard risk restrictions

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

No

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

7A. Flood related development controls information

- (1) Whether or not development on that 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) is subject to flood related development controls.

No

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) Words and expressions in this clause have the same meanings as in the Instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act?

No

9. Contribution Plans

Council has adopted the following Contribution Plans that apply to the land:

- * The 2005 Shire Wide Open Space and Recreation Facilities Contribution Plans applies to this property (Effective 1/1/05).
- * The 2003 Community Facilities Contributions Plan applies to this property (Effective 14/12/04).
- * The Miranda Centre Open Space Embellishment Contributions Plan applies to this property (Effective 30/08/05).

9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), a statement to that effect.

No

10. Biobanking agreements

If the land is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

13. Orders Under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if Council has been notified of the order).

No.

14. Directions under Part 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act 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 that does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

No

16. Site compatibility certificates for infrastructure

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

17. Site compatibility certificates and conditions for affordable rental housing

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) of SEPP (Affordable Rental Housing) 2009.

No

18. Paper subdivision information

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

19. Site verification certificates

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

If so, this statement includes:

- the matter certified by the certificate, and
- the date on which the certificate ceases to be current (if any), and
- that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4A of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

Note: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

(a) Is the land significantly contaminated land within the meaning of that Act?
No

(b) Is the land subject to a management order within the meaning of that Act?
No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?
No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?
No

(e) Is the land subject of a site audit statement within the meaning of that Act?
No

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Coordinator General under the Act.

No

Additional Information

Council's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice

regarding demolition orders should be sought by application for a Section 149D Building Certificate.

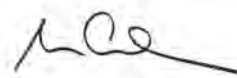
**ADDITIONAL INFORMATION PURSUANT TO SECTION 149(5),
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

The following additional information relating to the land is provided in good faith. The information is not exhaustive of matters likely to affect the land. Section 149(6) states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

Council's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Section 149D Building Certificate.

For further information please telephone [02] 9710 0333.

Yours faithfully



Mark Carlton
Manager Environmental Planning

Applicant:

InfoTrack Pty Limited
D X 578
SYDNEY

**Planning Certificate – Section 149(2)(5) Certificate
Environmental Planning and Assessment Act, 1979**

Certificate no: e149:16/1803 Delivery option:
Certificate date: 22/04/2016 Your reference: 103306

Property:

Lot 39 DP 7580
662 Kingsway MIRANDA NSW 2228

Zone:

Sutherland Shire Local Environmental Plan 2015

Zone R4 High Density Residential

Notes:

(a) The information in this certificate only relates to the real property identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.

(b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

Disclaimer:

(a) This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

applies and aims to promote economic growth and competition and remove anti competitive barriers in planning and assessment.

3. The name of each development control plan that applies to the carrying out of development on the land:

* DAs lodged under Sutherland Shire Local Environmental Plan 2015 will be assessed using amended Draft Sutherland Shire Development Control Plan 2015 until the DCP is finalised. This approach was endorsed by Council at its meeting on 21 September, 2015 (DAP030-16).

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a 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 (other than a SEPP or proposed SEPP) in any zone (however described).

(a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015
Zone R4 High Density Residential**

(b) Permitted without consent:

Home occupations

(c) Permitted with consent:

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Flood mitigation works; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Seniors housing; Shop top housing

(d) Prohibited:

Any development not specified in item (b) or (c)

**INFORMATION PURSUANT TO SECTION 149(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

1. The name of each environmental planning instrument that applies to the carrying out of development on the land:

Sutherland Shire Local Environmental Plan 2015

Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment (5/2/1999) (deemed SEPP).

* Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).

* SEPP (Building Sustainability Index: Basix) 2004.

* SEPP (Exempt and Complying Development Codes) 2008

* SEPP (Affordable Rental Housing) 2009

* SEPP No. 19 – Bushland in Urban Areas.

* SEPP No. 21 – Caravan Parks.

* SEPP No. 32 – Urban Consolidation (Redevelopment of Urban Land).

* SEPP No. 33 – Hazardous and Offensive Development.

* SEPP No. 39 – Spit Island Bird Habitat.

* SEPP No. 50 – Canal Estates.

* SEPP No. 55 – Remediation of Land.

* SEPP No. 62 – Sustainable Aquaculture.

* SEPP No. 64 – Advertising and Signage.

* SEPP No. 65 – Design Quality of Residential Flat Development.

* SEPP (Housing for Seniors or People with a Disability) 2004: (Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies).

* SEPP (State Significant Precincts) 2005.

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

* SEPP (Infrastructure) 2007.

2. The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

Draft State Environmental Planning Policy (Competition) 2010

(e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

(f) Does the land include or comprise critical habitat?

No

(g) Is the land in a conservation area?

No

(h) Is an item of environmental heritage situated on the land?

There is no item of environmental heritage situated on the property.

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

(a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or

(b) a Precinct Plan (within the meaning of the 2006 SEPP), or

(c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

3. Complying Development

- (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) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (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) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (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 council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

General Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or R5. Check the zoning on the front of this certificate.)

Housing Alterations Code

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

Commercial and Industrial Alterations Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

Commercial and Industrial (New Buildings and Additions) Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

Subdivisions Code

Complying development may be carried out on the land under the

Subdivisions Code.

Rural Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

General Development Code

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

Demolition Code

Complying development may be carried out on the land under the Demolition Code.

Fire Safety Code

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

4. Coastal Protection

Is the land affected by section 38 or 39 of the *Coastal Protection Act 1979* (so far as Council has been notified by the Department of Services, Technology and Administration)?

No

4A. Information relating to beaches and coasts

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.
- (2) In relation to a coastal council:
 - (a) whether the Council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the

meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

- (b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

Note: Sutherland Shire Council has not issued any orders or been notified of any temporary coastal protection works to date.

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

In relation to a coastal council—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).

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. Mine Subsidence

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

No

6. Road Widening and Road Realignment

- (a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

- (b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

7. Council and other public authority policies on hazard risk restrictions

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

No

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

7A. Flood related development controls information

- (1) Whether or not development on that 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) is subject to flood related development controls.

No

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) Words and expressions in this clause have the same meanings as in the Instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act?

No

9. Contribution Plans

Council has adopted the following Contribution Plans that apply to the land:

- * The 2005 Shire Wide Open Space and Recreation Facilities Contribution Plans applies to this property (Effective 1/1/05).
- * The 2003 Community Facilities Contributions Plan applies to this property (Effective 14/12/04).
- * The Miranda Centre Open Space Embellishment Contributions Plan applies to this property (Effective 30/08/05).

9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), a statement to that effect.

No

10. Biobanking agreements

If the land is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

13. Orders Under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if Council has been notified of the order).

No.

14. Directions under Part 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act 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 that does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

No

16. Site compatibility certificates for infrastructure

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

17. Site compatibility certificates and conditions for affordable rental housing

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) of SEPP (Affordable Rental Housing) 2009.

No

18. Paper subdivision information

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

19. Site verification certificates

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

If so, this statement includes:

- the matter certified by the certificate, and
- the date on which the certificate ceases to be current (if any), and
- that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4A of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

Note: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

(a) Is the land significantly contaminated land within the meaning of that Act?

No

(b) Is the land subject to a management order within the meaning of that Act?

No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?

No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Is the land subject of a site audit statement within the meaning of that Act?

No

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Coordinator General under the Act.

No

Additional Information

Council's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice

regarding demolition orders should be sought by application for a Section 149D Building Certificate.

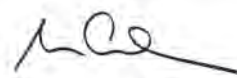
ADDITIONAL INFORMATION PURSUANT TO SECTION 149(5), ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

The following additional information relating to the land is provided in good faith. The information is not exhaustive of matters likely to affect the land. Section 149(6) states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

Council's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Section 149D Building Certificate.

For further information please telephone [02] 9710 0333.

Yours faithfully



Mark Carlton
Manager Environmental Planning

Applicant:

InfoTrack Pty Limited
D X 578
SYDNEY

**Planning Certificate – Section 149(2)(5) Certificate
Environmental Planning and Assessment Act, 1979**

Certificate no: e149:16/1814 Delivery option:
Certificate date: 23/04/2016 Your reference: 103306

Property:

Lot 40 DP 7580
660 Kingsway MIRANDA NSW 2228

Zone:

Sutherland Shire Local Environmental Plan 2015

Zone R4 High Density Residential

Notes:

- (a) The information in this certificate only relates to the real property identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
(b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.
Disclaimer:
(a) This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

applies and aims to promote economic growth and competition and remove anti competitive barriers in planning and assessment.

3. The name of each development control plan that applies to the carrying out of development on the land:

- * DAs lodged under Sutherland Shire Local Environmental Plan 2015 will be assessed using amended Draft Sutherland Shire Development Control Plan 2015 until the DCP is finalised. This approach was endorsed by Council at its meeting on 21 September, 2015 (DAP030-16).

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a 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 (other than a SEPP or proposed SEPP) in any zone (however described).

- (a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015
Zone R4 High Density Residential**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Flood mitigation works; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Seniors housing; Shop top housing

- (d) Prohibited:

Any development not specified in item (b) or (c)

**INFORMATION PURSUANT TO SECTION 149(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

1. The name of each environmental planning instrument that applies to the carrying out of development on the land:

Sutherland Shire Local Environmental Plan 2015

Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment (5/2/1999) (deemed SEPP).

* Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).

* SEPP (Building Sustainability Index: Basix) 2004.

* SEPP (Exempt and Complying Development Codes) 2008

* SEPP (Affordable Rental Housing) 2009

* SEPP No. 19 – Bushland in Urban Areas.

* SEPP No. 21 – Caravan Parks.

* SEPP No. 32 – Urban Consolidation (Redevelopment of Urban Land).

* SEPP No. 33 – Hazardous and Offensive Development.

* SEPP No. 39 – Spit Island Bird Habitat.

* SEPP No. 50 – Canal Estates.

* SEPP No. 55 – Remediation of Land.

* SEPP No. 62 – Sustainable Aquaculture.

* SEPP No. 64 – Advertising and Signage.

* SEPP No. 65 – Design Quality of Residential Flat Development.

* SEPP (Housing for Seniors or People with a Disability) 2004: (Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies).

* SEPP (State Significant Precincts) 2005.

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

* SEPP (Infrastructure) 2007.

2. The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

Draft State Environmental Planning Policy (Competition) 2010

- (e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

- (f) Does the land include or comprise critical habitat?

No

- (g) Is the land in a conservation area?

No

- (h) Is an item of environmental heritage situated on the land?

There is no item of environmental heritage situated on the property.

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or

- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or

- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

3. Complying Development

- (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) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (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) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (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 council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

General Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or R5. Check the zoning on the front of this certificate.)

Housing Alterations Code

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

Commercial and Industrial Alterations Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

Commercial and Industrial (New Buildings and Additions) Code

Complying development may be carried out on the land under the General Commercial and Industrial Code.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

Subdivisions Code

Complying development may be carried out on the land under the

Subdivisions Code.

Rural Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

General Development Code

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

Demolition Code

Complying development may be carried out on the land under the Demolition Code.

Fire Safety Code

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

4. Coastal Protection

Is the land affected by section 38 or 39 of the *Coastal Protection Act 1979* (so far as Council has been notified by the Department of Services, Technology and Administration)?

No

4A. Information relating to beaches and coasts

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.
- (2) In relation to a coastal council:
 - (a) whether the Council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the

meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

- (b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

Note: Sutherland Shire Council has no issued any orders or been notified of any temporary coastal protection works to date.

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

In relation to a coastal council—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).

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. Mine Subsidence

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

No

6. Road Widening and Road Realignment

- (a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

- (b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

7. Council and other public authority policies on hazard risk restrictions

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

No

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

7A. Flood related development controls information

- (1) Whether or not development on that 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) is subject to flood related development controls.

No

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) Words and expressions in this clause have the same meanings as in the Instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act?

No

9. Contribution Plans

Council has adopted the following Contribution Plans that apply to the land:

- * The 2005 Shire Wide Open Space and Recreation Facilities Contribution Plans applies to this property (Effective 1/1/05).
- * The 2003 Community Facilities Contributions Plan applies to this property (Effective 14/12/04).
- * The Miranda Centre Open Space Embellishment Contributions Plan applies to this property (Effective 30/08/05).

9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), a statement to that effect.

No

10. Biobanking agreements

If the land is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

13. Orders Under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if Council has been notified of the order).

No.

14. Directions under Part 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act 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 that does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

16. Site compatibility certificates for infrastructure

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

17. Site compatibility certificates and conditions for affordable rental housing

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) of SEPP (Affordable Rental Housing) 2009.

No

18. Paper subdivision information

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

19. Site verification certificates

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

If so, this statement includes:

- the matter certified by the certificate, and
- the date on which the certificate ceases to be current (if any), and
- that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4A of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

No

Note: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

(a) Is the land significantly contaminated land within the meaning of that Act?

No

(b) Is the land subject to a management order within the meaning of that Act?

No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?

No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Is the land subject of a site audit statement within the meaning of that Act?

No

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Coordinator General under the Act.

No

Additional Information

Council's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice

regarding demolition orders should be sought by application for a Section 149D Building Certificate.

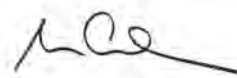
**ADDITIONAL INFORMATION PURSUANT TO SECTION 149(5),
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

The following additional information relating to the land is provided in good faith. The information is not exhaustive of matters likely to affect the land. Section 149(6) states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

Council's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Section 149D Building Certificate.

For further information please telephone [02] 9710 0333.

Yours faithfully



Mark Carlton
Manager Environmental Planning

DIAGRAM OF SANITARY DRAINAGE

Municipality of *SUTHERLAND*

SEWER AVAILABLE

Diagram No. 168795

HILDA

- SYMBOLS AND ABBREVIATIONS**
- | | | | |
|---------------------------|--------------------------|-------------------|--------------------------|
| □ Boundary Trap | ■ R.V. Reflex Valve | I.P. Induct Pipe | Bsn. Basin |
| ■ Pit | —○— Cleaning Eye | M.F. Mica Flap | Shr. Shower |
| ■ G.I. Grease Interceptor | ○ Vert. Vertical Pipe | T. Tubs | W.I.P. Wrought Iron Pipe |
| ■ Gully | ○ V.P. Vent. Pipe | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe |
| ■ P.T. P. Trap | ○ S.V.P. Soil Vent. Pipe | W.C. Water Closet | F.W. Floor Waste |
| ■ R.S. Reflex Sink | D.C.C. Down Cast Cowl | B.W. Bath Waste | |

Existing drainage shown by black lines. Scale: 40 Feet to an Inch New drainage shown by full blue lines.

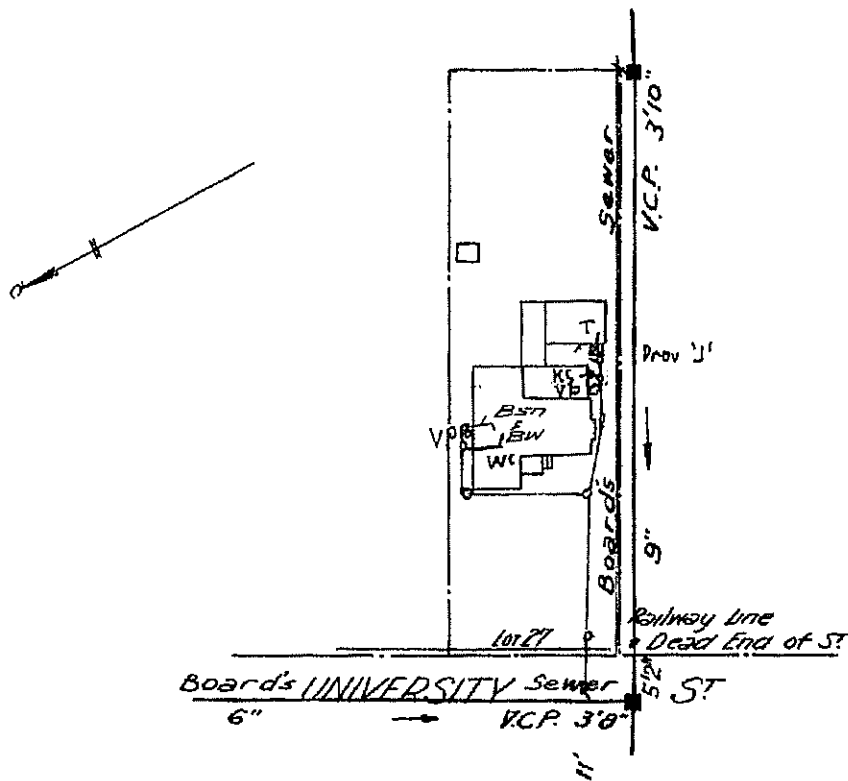
This diagram is the property of the Proprietor and is to be returned to him on completion of the work.

Certificates for drainage and sanitary plumbing may be obtained on application at the office of the Board by the Drainer or Plumber concerned.

~~The Board accepts no responsibility for the suitability of the diagram in relation to the eventual position of the Board's sewer. When the sewer becomes available it will be necessary to apply for a revised diagram.~~

This work must be carried out in accordance with the Board's By-laws and Regulations.
 (4" dia. pipes may be used in lieu of 6" dia. pipes as shown on this diagram if the property owner so desires, provided that the relative levels of the sewer and house fixtures will permit of the pipes being laid with regulation grades and cover. For further information consult Board's Inspector)

This work will be tested from



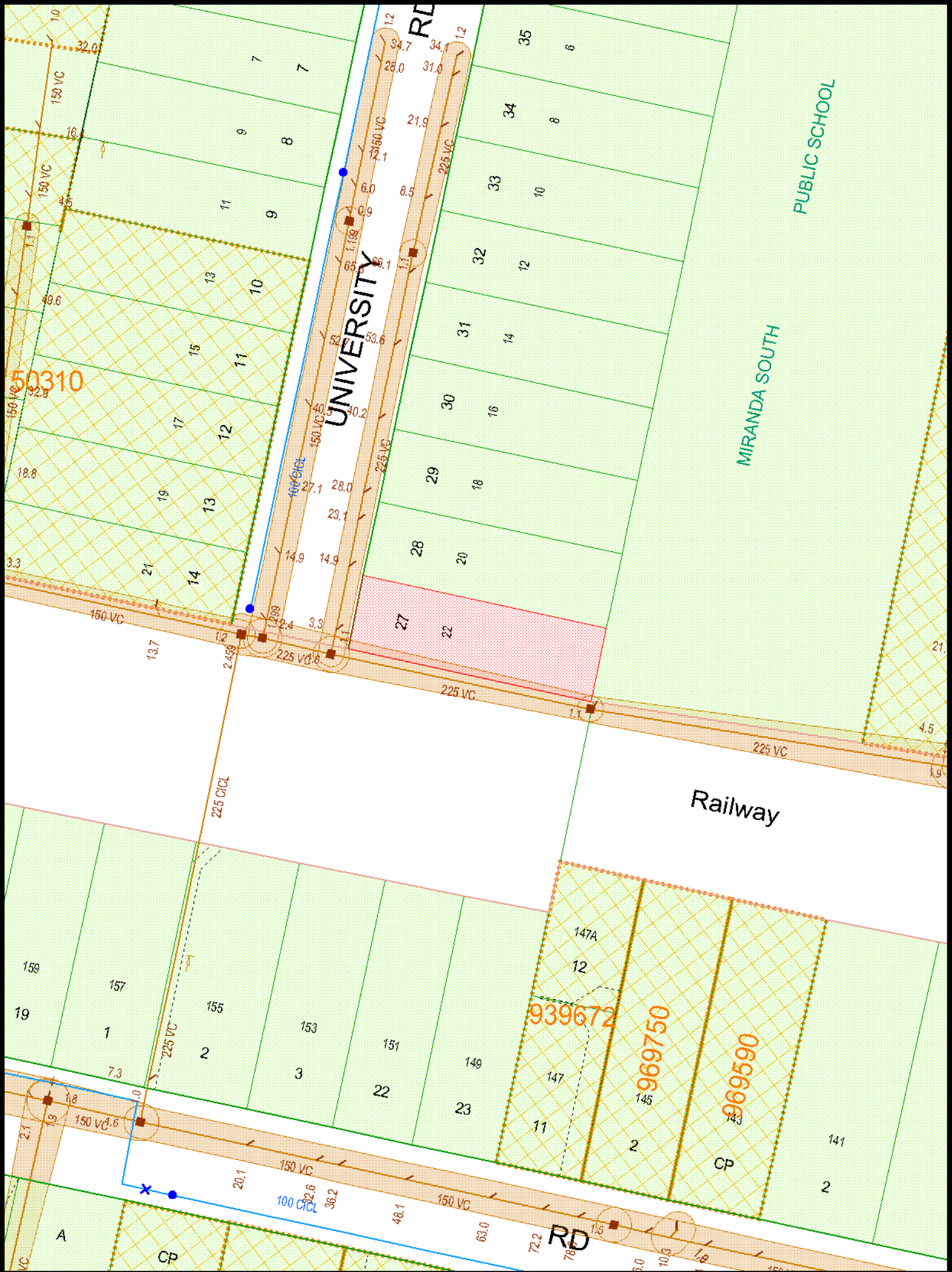
7850

SHEET No F.B. 1056/93

For Engineer-in-Chief

OFFICE USE ONLY 704 623 103'765						
W.C.	Designed by	Date	Inspector	First Visit	Passed	Date
B.W.		///				
Shr.	Inspector		This helio must be returned as soon as possible or NOT LATER THAN B.T.N.R.			///
Bsn.	Examined by			Inspector		
K.S.		///				
T.				Checked with Design and Diagram		
Plg.	Chief Inspector					

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DIAGRAM OF SANITARY DRAINAGE

Municipality of SUTHERLAND

SEWER AVAILABLE

Diagram No. 149485

SYMBOLS AND ABBREVIATIONS

- | | | | | |
|---------------------------|-----------------------|------------------------|-------------------|--------------------------|
| □ Boundary Trap | ■ R.V. Reflex Valve | —o— Vertical Pipe | I.P. Induct Pipe | Bsn. Basin |
| ■ Pit | — Cleaning Eye | oV.P. Vent. Pipe | M.F. Mica Flap | Shr. Shower |
| ■ G.I. Grease Interceptor | oV.P. Vent. Pipe | oSV.P. Soil Vent. Pipe | T. Tubs | W.I.P. Wrought Iron Pipe |
| ■ Gully | D.C.C. Down Cast Cowl | | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe |
| ■ P.T. P. Trap | | | W.C. Water Closet | F.W. Floor Waste |
| ■ R.S. Reflex Sink | | | B.W. Bath Waste | |

Existing drainage shown by black lines. Scale: 40 Feet to an Inch New drainage shown by full blue lines.

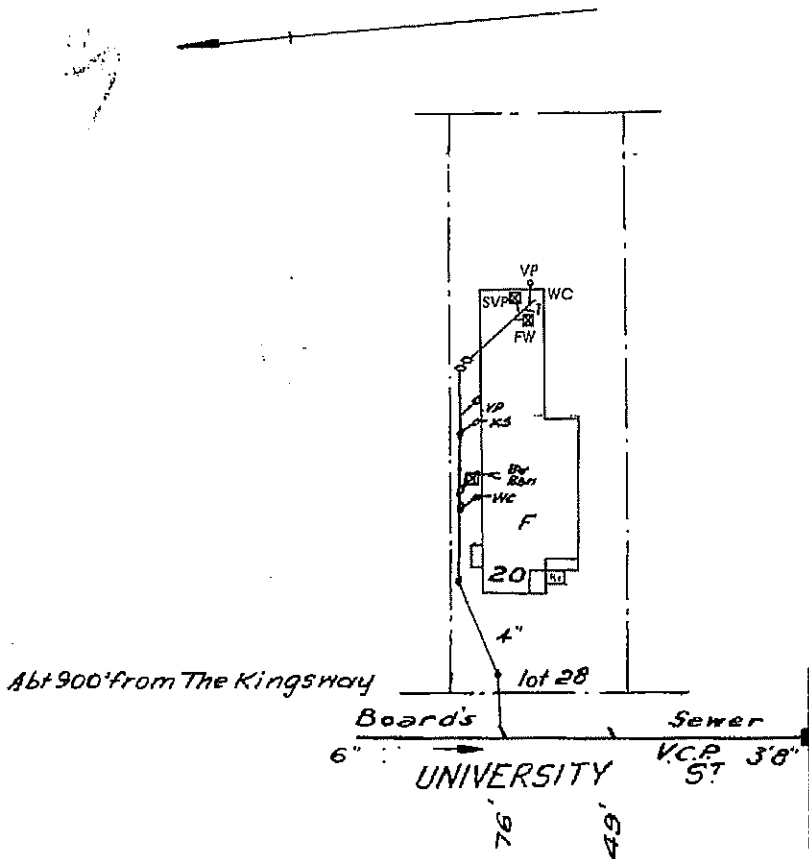
This diagram is the property of the Proprietor and is to be returned to him on completion of the work

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~~The Board accepts no responsibility for the correctness of this diagram in relation to the eventual position of the Board's sewer when the sewer becomes available it will be necessary to apply for a revised diagram~~

This work must be carried out in accordance with the Board's By-laws and Regulations.
 (4" dia. pipes may be used in lieu of 6" dia. pipes as shown on this diagram if the property owner so desires, provided that the relative levels of the sewer and house fixtures will permit of the pipes being laid with regulation grades and cover. For further information consult Board's Inspector)

This work will be tested from



SHEET No 7850
 F.B. 996/1.

788 527

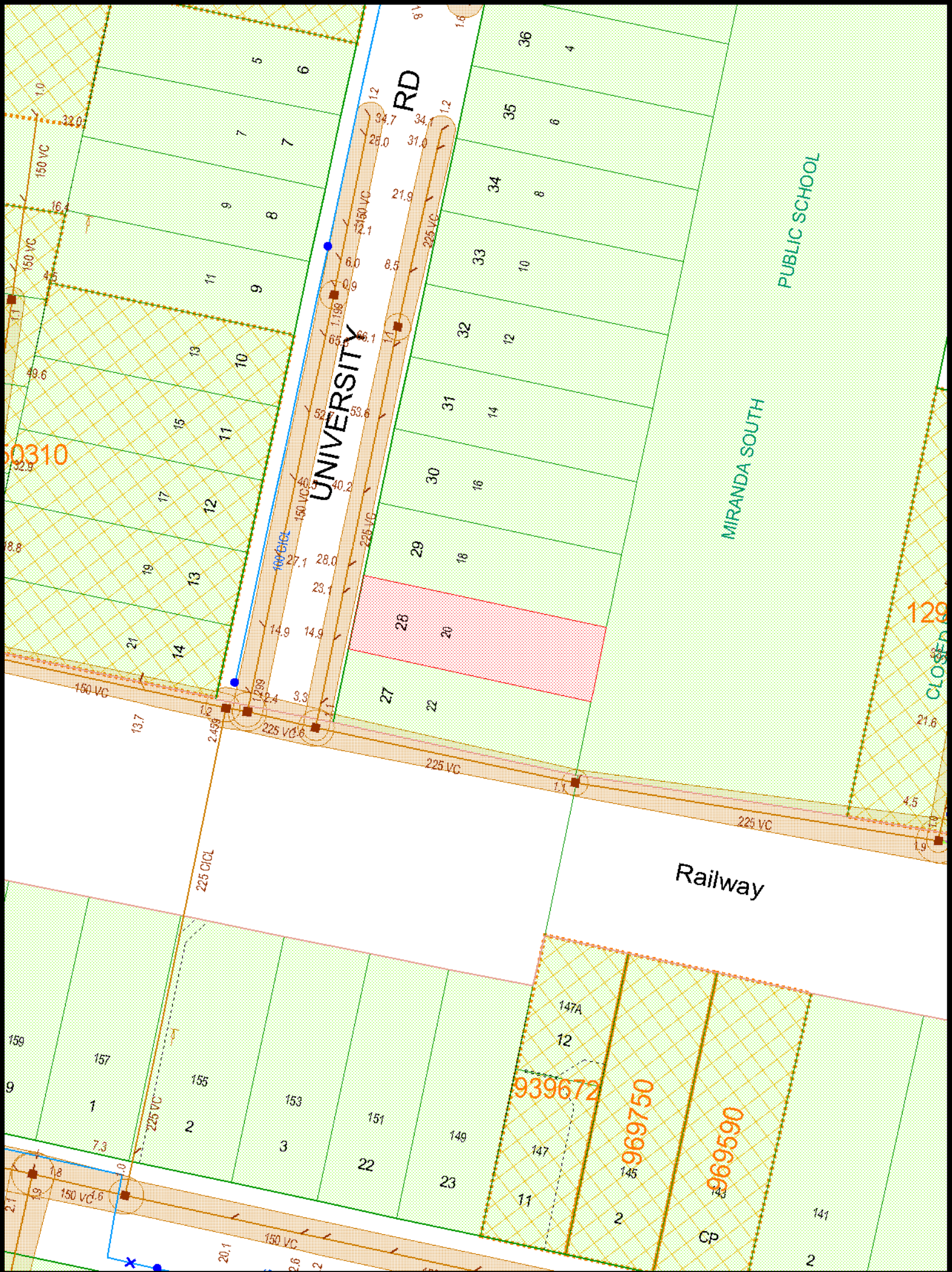
For Engineer-in-Chief

179 823

OFFICE USE ONLY

--- W.C. --- B.W. --- Shr. --- Bsn. --- K.S. --- T. --- Ptg.	Designed by Inspector Examined by Chief Inspector	Date / / / /	Inspector This helio must be returned as soon as possible or NOT LATER THAN BTNR.	First Visit	Passed	Date / /
			Checked with Design and Diagram			

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



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.

SEWERAGE SERVICE DIAGRAM

Municipality of *SUTHERLAND*
(*Miranda*)

No. *596848*

NEWLY

- Boundary Trap
- Pit
- G.I. Grease Interceptor
- Gully
- P.T. P. Trap
- R.S. Reflux Sink

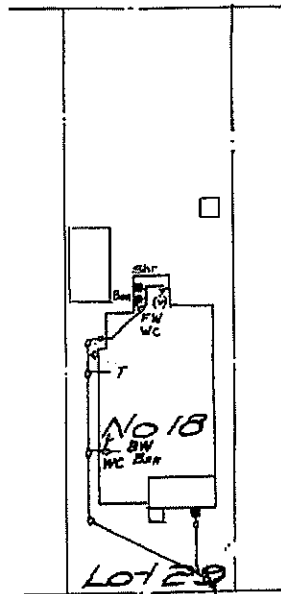
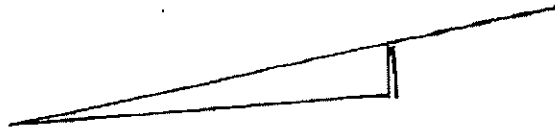
- SYMBOLS AND ABBREVIATIONS**
- R.V. Reflux Valve
 - Cleaning Eye
 - VERT. Vertical Pipe
 - Y.P. Vent. Pipe
 - S.V.P. Soil Vent. Pipe
 - D.C.C. Down Cast Cowl
 - I.P. Induct Pipe
 - M.F. Mica Flap
 - T. Tubs
 - K.S. Kitchen Sink
 - W.C. Water Closet
 - B.W. Bath Waste

- Bas. Basin
- Shr. Shower
- W.I.P. Wrought Iron Pipe
- C.I.P. Cast Iron Pipe
- F.W. Floor Waste
- W.M. Washing Machine

SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.



Abt. 470' from The Kingsway Board's

Sewer 36'
V.C.P.

UNIVERSITY

RD

RATE No. _____ W.C.s _____ U.C.s _____ 19__

SHEET No. *7850* OFFICE USE ONLY FOR ENGINEER HOUSE SERVICE

DRAINAGE			FLUMBING			
W.C.	Supervised by	Date	BRANCH OFFICE		Supervised by	Date
Shr	Inspector	—/—/—	Date	—/—/—	Inspector	—/—/—
Bas		Examined by	Outfall	HL LL		
K.S.	Chief Inspector	—/—/—	Drainer	769 548		
T.		Plumber				
Pig		Boundary Trap				
Dgo. Int.	Tracing Checked	—/—/—				

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METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD SEWERAGE SERVICE DIAGRAM

Municipality of *Sutherland*

No. 595462

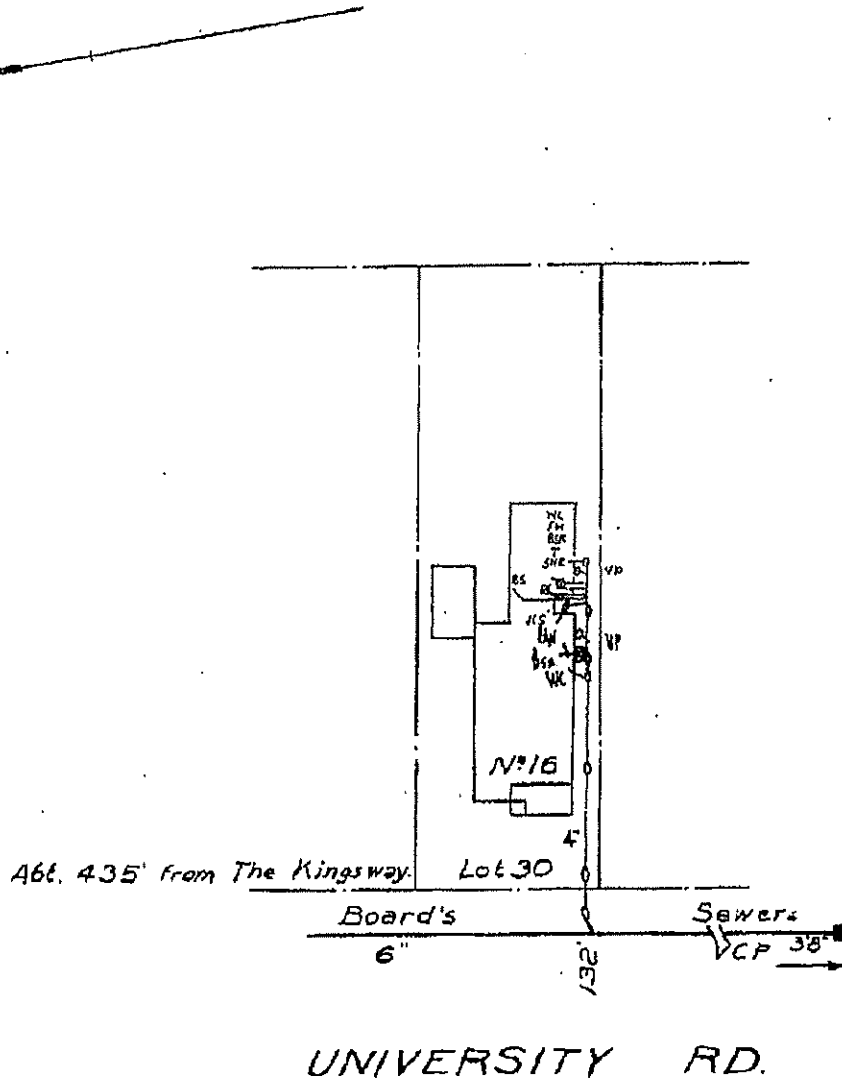
SYMBOLS AND ABBREVIATIONS

<input type="checkbox"/> Boundary Trap	<input checked="" type="checkbox"/> R.V. Reflux Valve	I.P. Induct Pipe	Bas. Basin
<input type="checkbox"/> Pit	<input type="checkbox"/> C.E. Cleaning Eye	M.F. Mica Flap	Shr. Shower
<input type="checkbox"/> G.I. Grease Interceptor	<input type="checkbox"/> VERT. Vertical Pipe	T. Tubs	W.I.P. Wrought Iron Pipe
<input type="checkbox"/> Gully	<input type="checkbox"/> V.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe
<input checked="" type="checkbox"/> P.T. P. Trap	<input type="checkbox"/> S.V.P. Soil Vent. Pipe	W.C. Water Closet	F.W. Floor Waste
<input checked="" type="checkbox"/> R.S. Reflux Sink	<input type="checkbox"/> D.C.C. Down Cast Cowl	B.W. Bath Waste	W.M. Washing Machine

SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

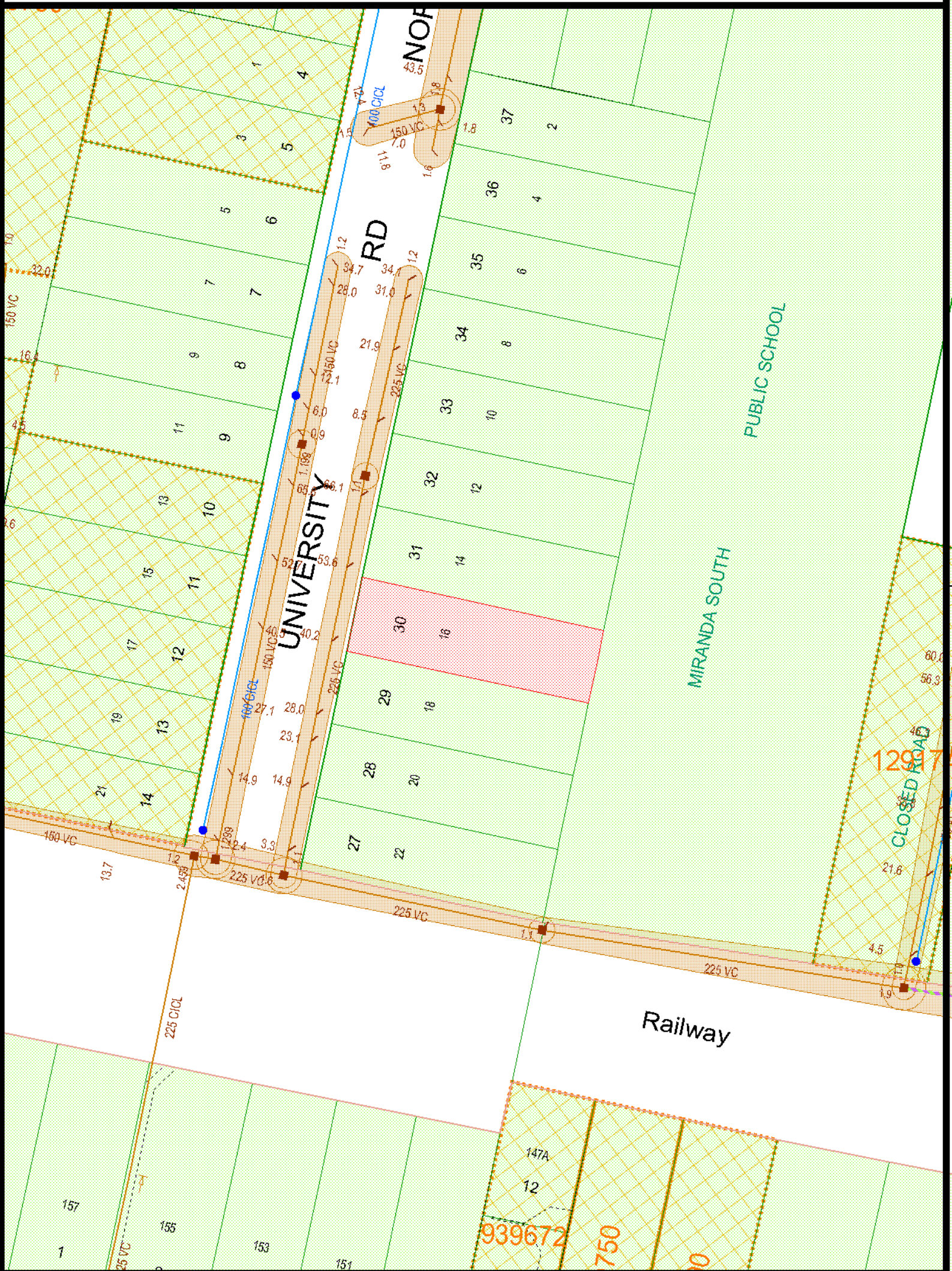
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RATE No. 7538165 W.C.s _____ U.C.s _____ 19____
 SHEET No. 7850 OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE		PLUMBING
----------	--	----------

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DIAGRAM OF SANITARY DRAINAGE

Municipality of SUTHERLAND SEWER AVAILABLE

Diagram No. 163049

LOWDOWN

- SYMBOLS AND ABBREVIATIONS**
- Boundary Trap
 - Pit
 - G.I. Grease Interceptor
 - Gully
 - P.T. P. Trap
 - R.S. Reflux Sink
 - R.V. Reflux Valve
 - Cleaning Eye
 - Vert. Vertical Pipe
 - V.P. Vent. Pipe
 - S.V.P. Soil Vent. Pipe
 - D.C.C. Down Cast Cowl
 - I.P. Induct Pipe
 - M.F. Mica Flap
 - T. Tubs
 - K.S. Kitchen Sink
 - W.C. Water Closet
 - B.W. Bath Waste
 - Bsn. Basin
 - Shr. Shower
 - W.I.P. Wrought Iron Pipe
 - C.I.P. Cast Iron Pipe
 - F.W. Floor Waste

Existing drainage shown by black lines. Scale: 40 Feet to an inch. New drainage shown by full blue lines.

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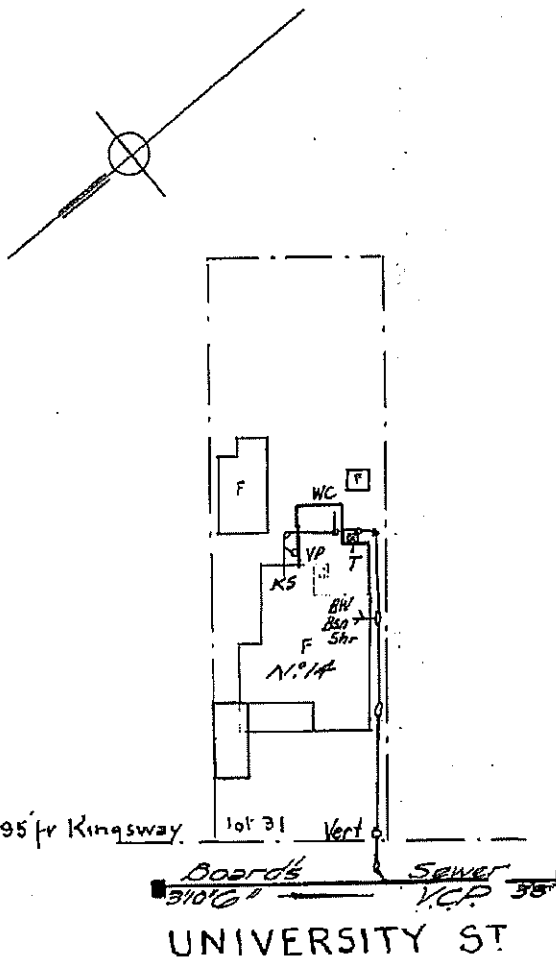
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This work will be tested from

3



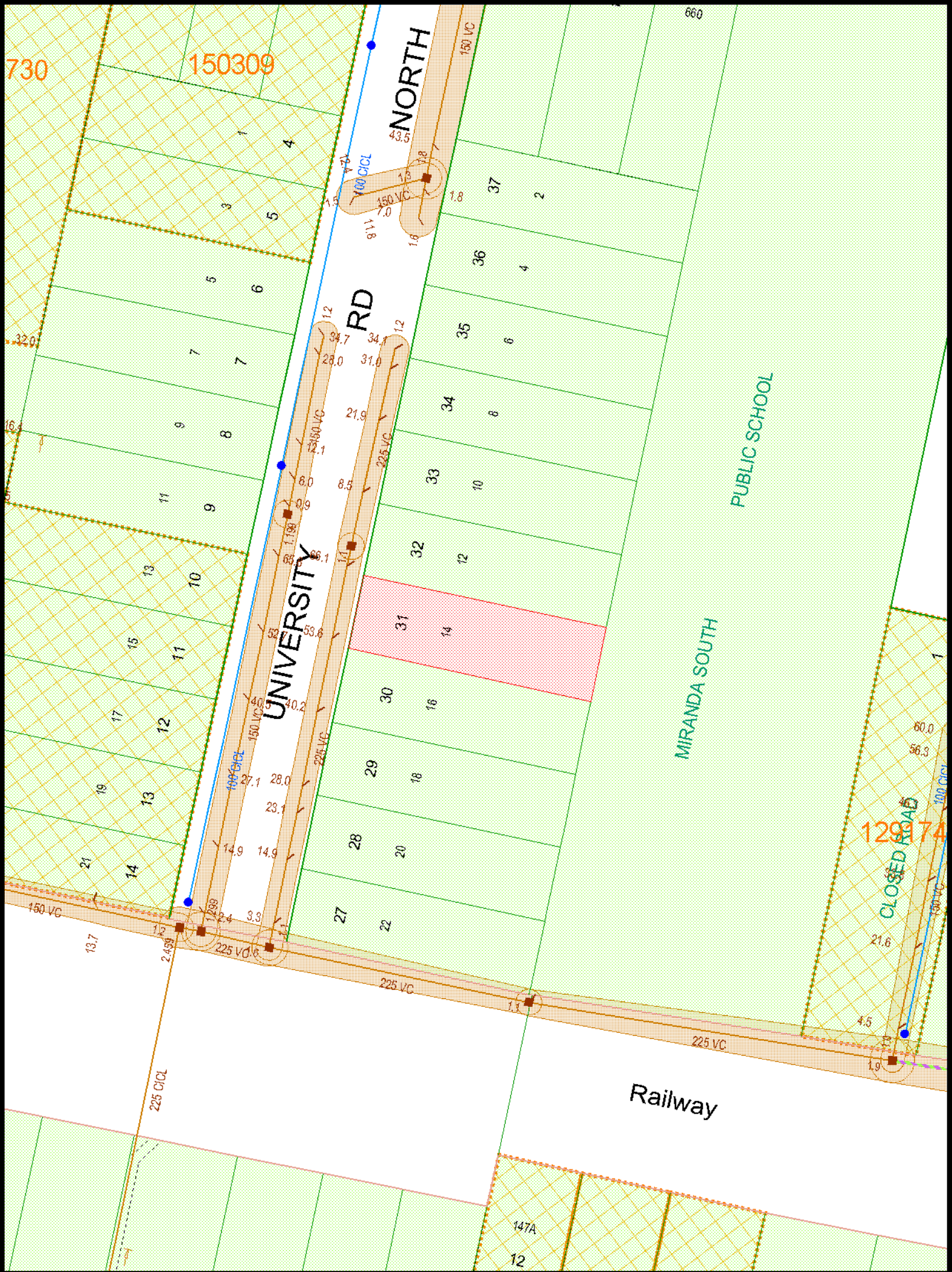
FB SHEET No 1940/31
 Sheet N: 7850 753 8166

761-474-192-762

For Engineer-in-Chief

OFFICE USE ONLY				First Visit	Passed	Date
W.C.	Designed by	Date	Inspector			
B.W.	Examined by	LL	This helio must be returned as soon as possible or NOT LATER THAN			LL
Shr.						
Bsn.	Chief Inspector	LL	BTNR	Checked with Design and Diagram		
K.S.						
T.						
Dia.						

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SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF SUTHERLAND

SUBURB OF MIRANDA

Copy of Diagram no. **303982**

- INDICATES - DRAINAGE FITTINGS**
- Manhole
 - Ch. Chamber
 - LH Lamphole
 - ⊗ Boundary Trap
 - ⊙ Inspection Shaft
 - Pit
 - ⊞ Grease Interceptor
 - ⊠ Cully
 - ⊠ P. Trau
 - R. Reflux Valve
 - ⊠ Cleaning Eye
 - Vert. Vertical Pipe
 - IP Induct Pipe
 - MF Mica Flap
 - JN Junction
 - RP Rodding Point

SYMBOLS AND ABBREVIATIONS

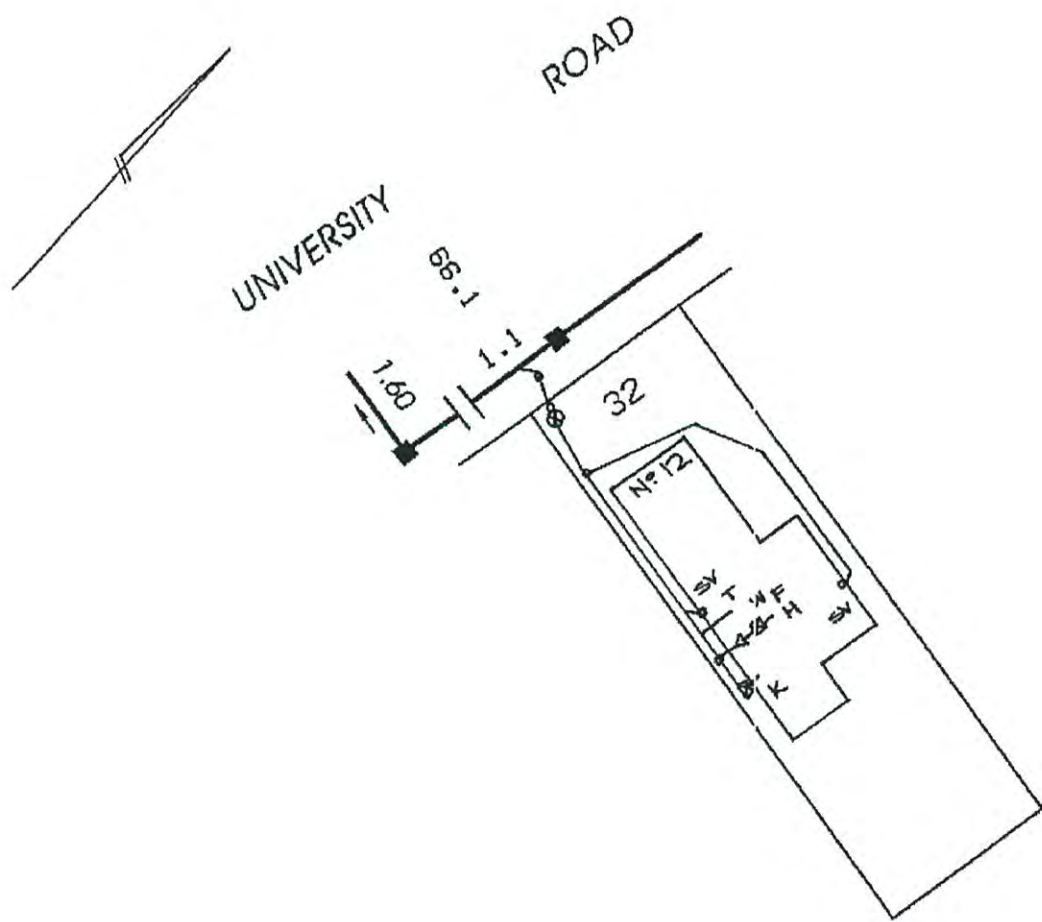


- INDICATES - PLUMBING FIXTURES & OR FITTINGS**
- CO Clean out
 - V Vent Pipe
 - T Tube
 - K Kitchen Sink
 - W Water Closet
 - B Bath Waste
 - H Handbath
 - SVP Soft Vent Pipe
 - 9d Skid
 - s Shower
 - DW Dishwasher
 - ⊞ Floor Waste
 - M Washing Machine
 - BS Bar Sink
 - LS Lab Sink
- INDICATES - PLUMBING ON MORE THAN ONE LEVEL**
- WS Waste Stack

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of building may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. User is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

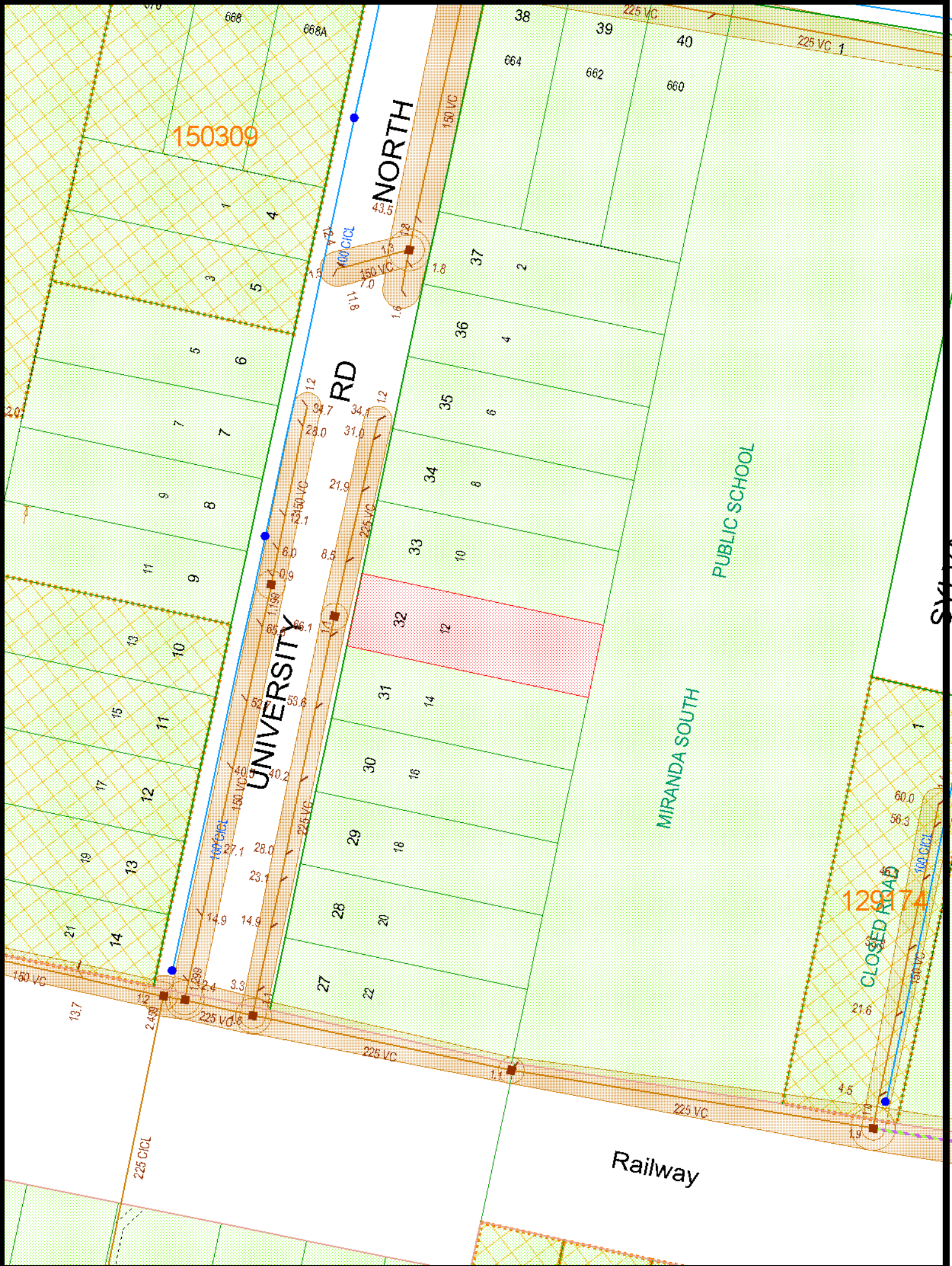
NOTE: This diagram only indicates availability of a sewer and any sewerage service as existing in the Board's records (By-Law 8, Clause 5).



Scale: Approx 1:500 Distances/depths in metres Pipe diameters in millimetres

W.s. #	DRAINAGE Inspected by	Date of Issue	PLUMBING Inspected
	Inspector		
U.r.a. #	Cert. Of Compliance No.	Outfit	Cert. Of Compliance No.
	Field Diagram Examined by		
Sewer Ref. Sheet No.	Tracing Checked by	Boundary Trau	For Regional Manager

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



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SEWERAGE SERVICE DIAGRAM

Municipality of *Sutherland*

No. *565447*

MIRANDA

Devil

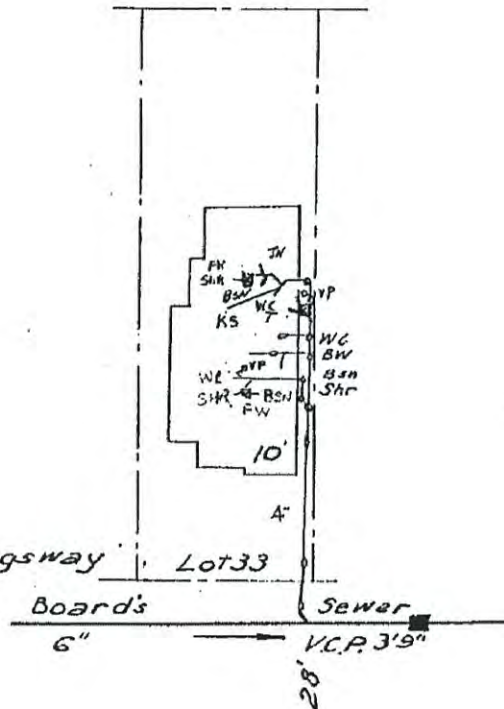
- Boundary Trap
- Pit
- G.I. Grease Interceptor
- Gully
- P.T. P. Trap
- R.S. Reflux Sink

- SYMBOLS AND ABBREVIATIONS**
- R.V. Reflux Valve
 - Cleaning Eye
 - VERT. Vertical Pipe
 - V.P. Vent. Pipe
 - S.V.P. Soil Vent. Pipe
 - D.C.C. Down Cast Cowl
 - I.P. Induct Pipe
 - M.F. Mica Flap
 - T. Tubs
 - K.S. Kitchen Sink
 - W.C. Water Closet
 - B.W. Bath Waste
 - Bas. Basin
 - Shr. Shower
 - W.I.P. Wrought Iron Pipe
 - C.I.P. Cast Iron Pipe
 - F.W. Floor Waste
 - W.M. Washing Machine

SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.



Abt. 310' from The Kingsway

Lot 33

UNIVERSITY

ST.

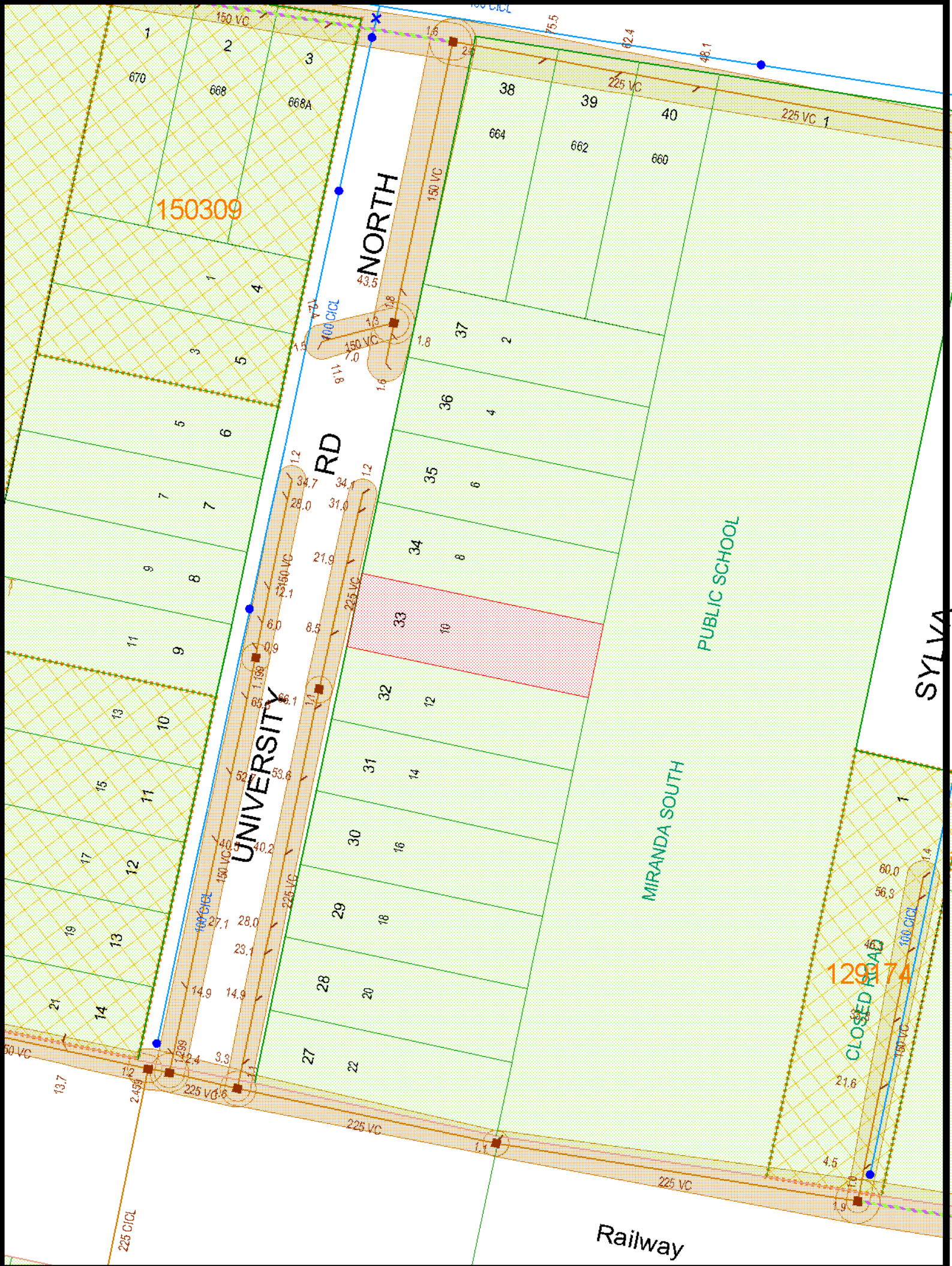
B.P./R

RATE No. 1538168 W.C.s _____ U.C.s _____ 19 _____

SHEET No. 7850 OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING		
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth		/-/	Date /-/		/-/
Shr	Inspector				

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SEWERAGE SERVICE DIAGRAM

Municipality of *Sutherland*

No. *605473*

HARRIS

- Boundary Trap
- Pit
- G.I. Grease Interceptor
- Gully
- P.T. P. Trap
- R.S. Reflux Sink

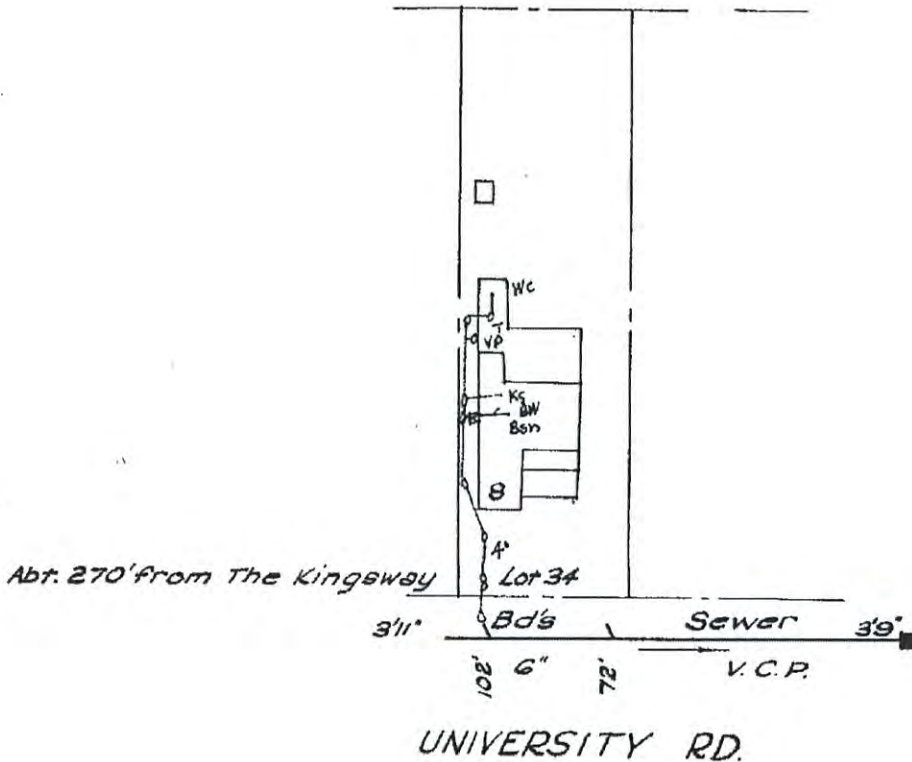
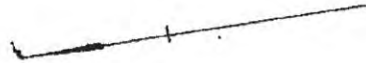
SYMBOLS AND ABBREVIATIONS

- R.V. Reflux Valve
- VERT. Vertical Pipe
- V.P. Vent. Pipe
- S.V.P. Soil Vent. Pipe
- D.C.C. Down Cast Cowl
- I.P. Induct Pipe
- M.F. Mica Flap
- T. Tubs
- K.S. Kitchen Sink
- W.C. Water Closet
- B.W. Bath Waste
- Bsn. Basin
- Shr. Shower
- W.I.P. Wrought Iron Pipe
- C.I.P. Cast Iron Pipe
- F.W. Floor Waste
- W.M. Washing Machine

SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

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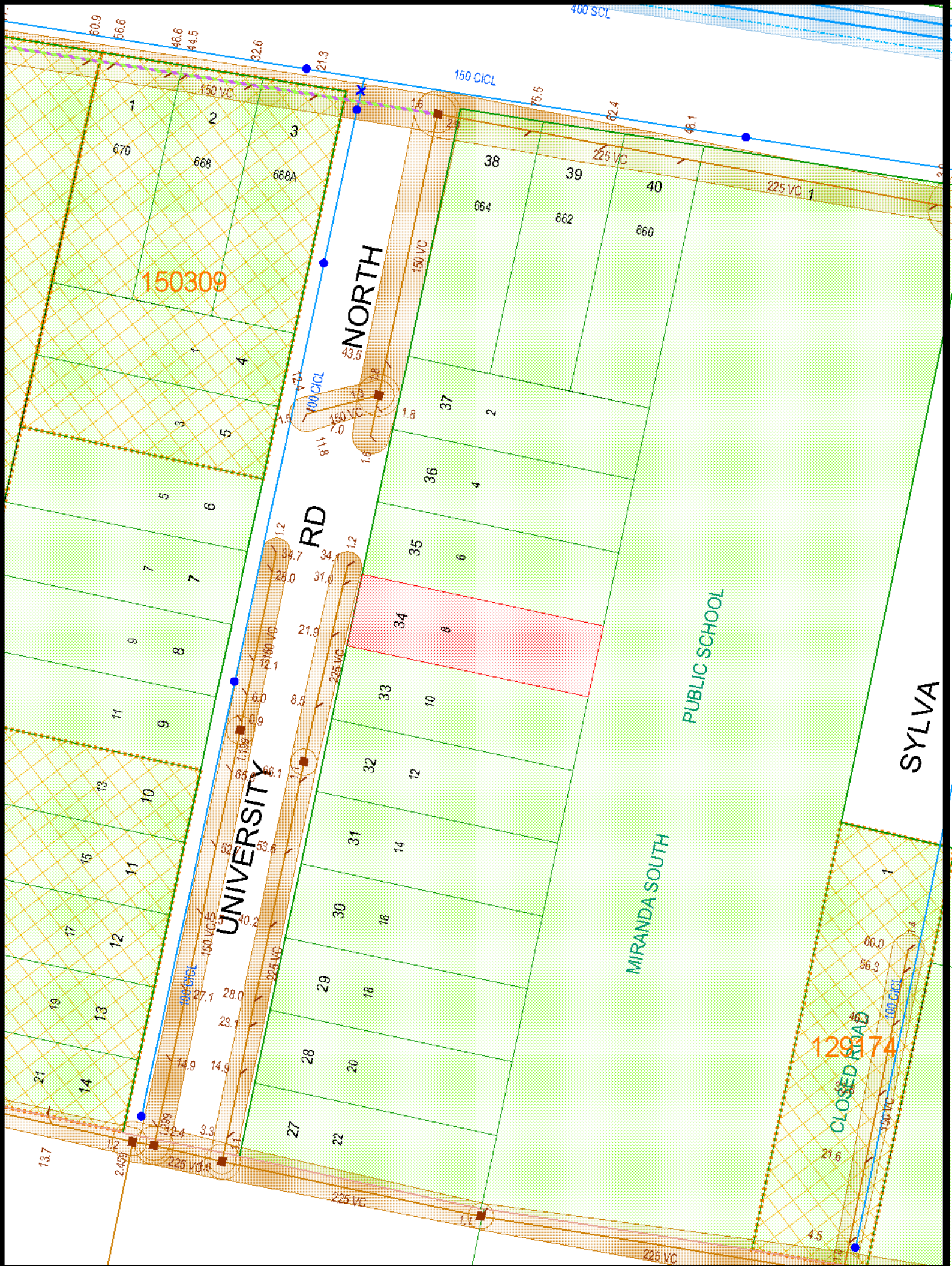


RATE No. W.C.s. U.C.s. 19.....

SHEET No. *7850* OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING		
..... W.C.	Supervised by	Date	BRANCH OFFICE		Supervised by
..... Bth.	Inspector	/ / /	Date	HL LL	/ / /
..... Shr.			Inspector		
..... Bsn.	Chief Inspector	/ / /	Outfall	812 508	/ / /
..... K.S.			Drainer		
..... T.	Tracing Checked	/ / /	Plumber	812 508	/ / /
..... Pig.			Boundary Trap		

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11873

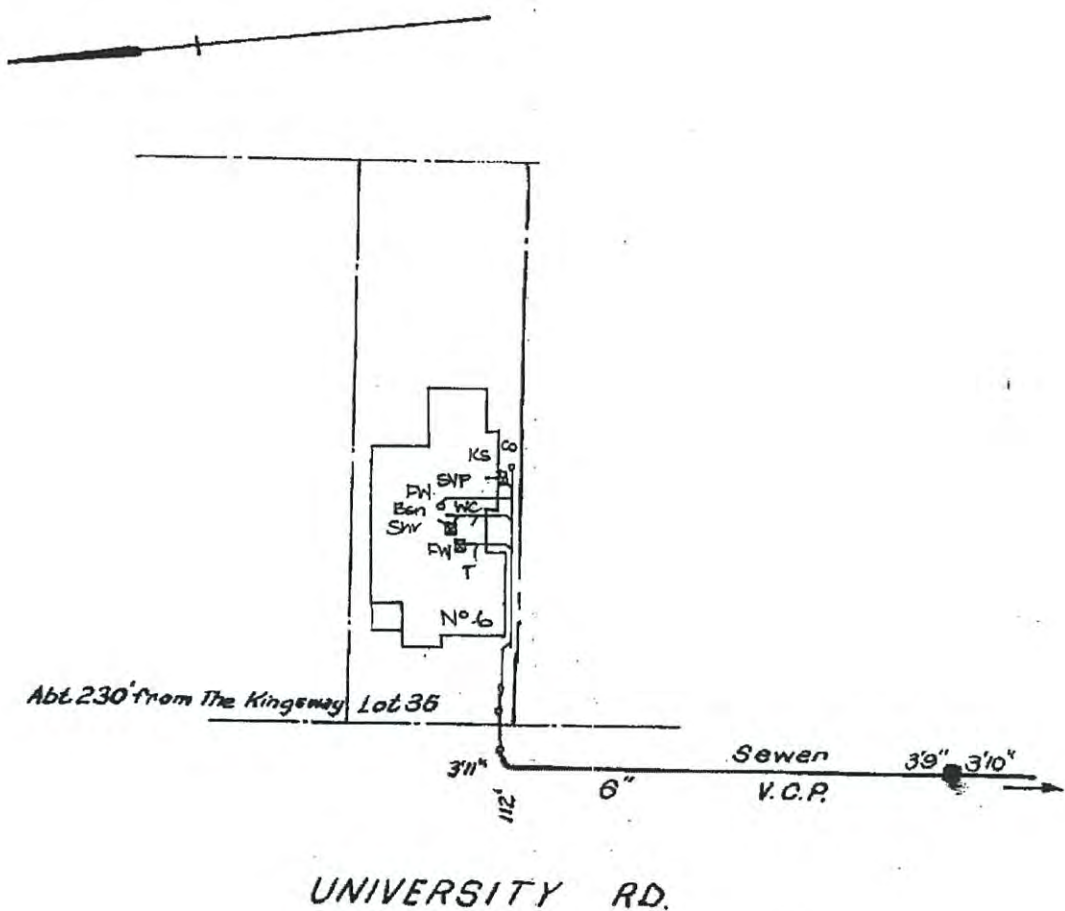
METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM
Municipality of *Sutherland* (Miranda) No. *612275*

- L.A.R.D.*
- | | | | |
|--------------------------------------------------|-------------------------------------------------|-------------------|--------------------------|
| <input type="checkbox"/> Boundary Trap | <input type="checkbox"/> R.V. Reflux Valve | I.P. Induct Pipe | Bsn. Basin |
| <input type="checkbox"/> Pit | <input type="checkbox"/> C.E. Cleaning Eye | M.F. Manhole Flap | Shr. Shower |
| <input type="checkbox"/> G.I. Grease Interceptor | <input type="checkbox"/> VERT. Vertical Pipe | T. Tube | W.I.P. Wrought Iron Pipe |
| <input type="checkbox"/> Gully | <input type="checkbox"/> V.P. Vent. Pipe | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe |
| <input type="checkbox"/> P.T. P. Trap | <input type="checkbox"/> S.V.P. Soil Vent. Pipe | W.C. Water Closet | F.W. Floor Waste |
| <input type="checkbox"/> R.S. Reflux Sink | <input type="checkbox"/> D.C.C. Down Cast Cowl | B.W. Bath Waste | W.M. Washing Machine |

SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

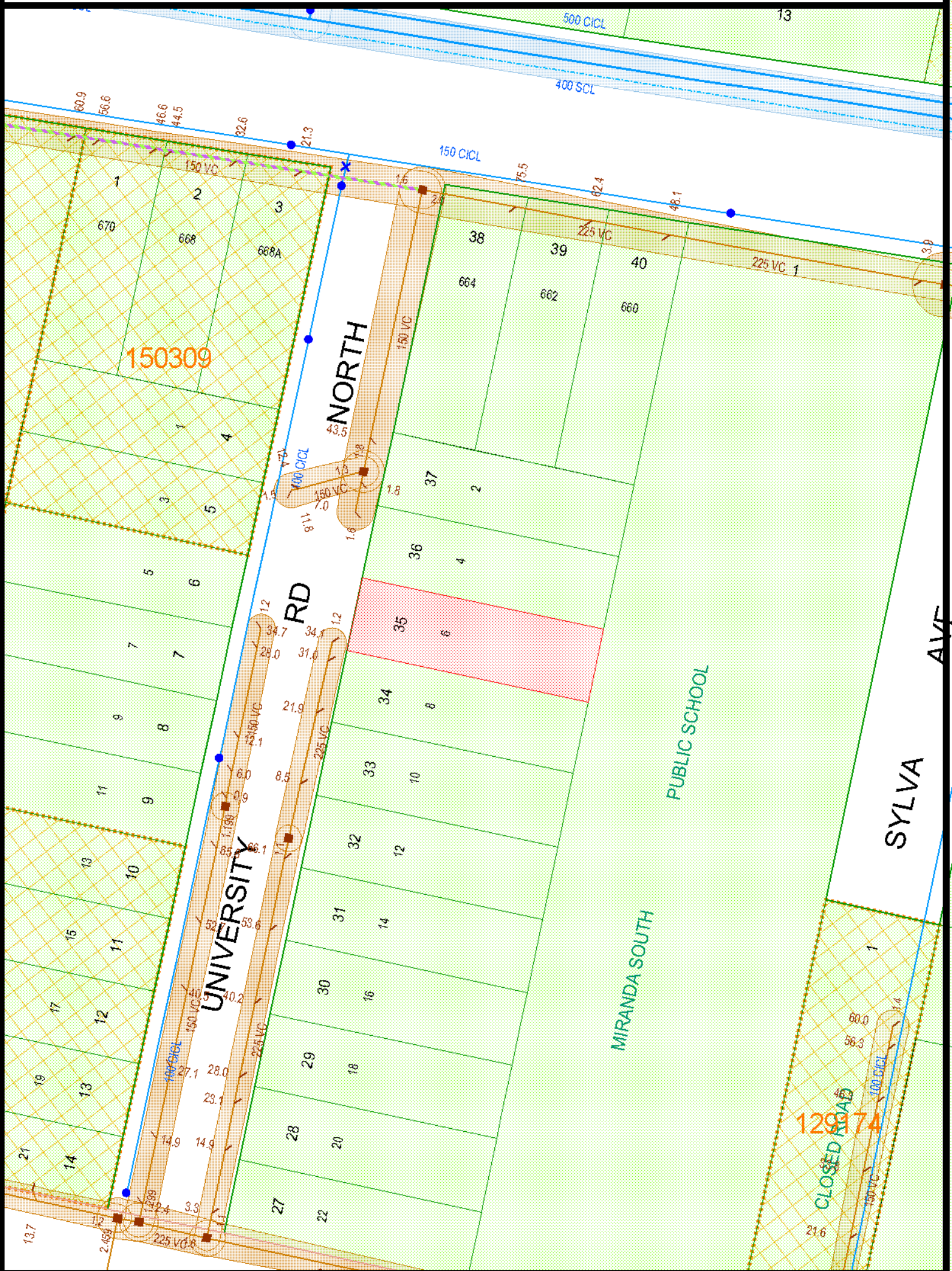
Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.



RATE No. W.C.s. 2 U.C.s. 19
SHEET No. 7850 OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING		
..... W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
..... Bth.	Inspector	/././	Date	Inspector	/././
..... Shr.			Outfall		
..... Bsn.	Chief Inspector	/././	Drainer	886 354	886 354
..... K.S.			Plumber		
..... T.	Tracing Checked	/././	Boundary Trap	886 354	
..... Fig.			is/is not required		
Dgs. Int.			No 2		
Dgs. Ext.					

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



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.

SEWERAGE SERVICE DIAGRAM

Municipality of *Sutherland*

No. *605500*

- Boundary Trap
- Pit
- G.I. Grease Interceptor
- Gully
- P.T. P. Trap
- R.S. Reflex Sink

- SYMBOLS AND ABBREVIATIONS**
- R.V. Reflex Valve
 - C.E. Cleaning Eye
 - VERT. Vertical Pipe
 - V.P. Vent. Pipe
 - S.V.P. Soil Vent. Pipe
 - D.C.C. Down Cast Cowl
 - I.P. Induct Pipe
 - M.F. Mica Flap
 - T. Tubs
 - K.S. Kitchen Sink
 - W.C. Water Closet
 - B.W. Bath Waste

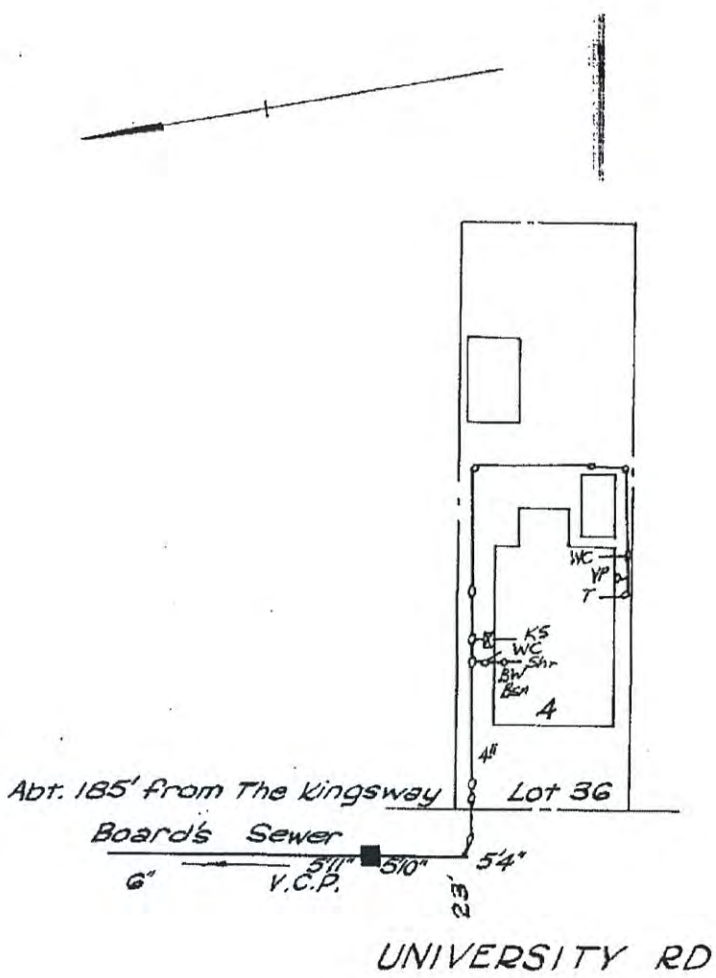
CHE...

- Bsn. Basin
- Shr. Shower
- W.I.P. Wrought Iron Pipe
- C.I.P. Cast Iron Pipe
- F.W. Floor Waste
- W.M. Washing Machine

SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.



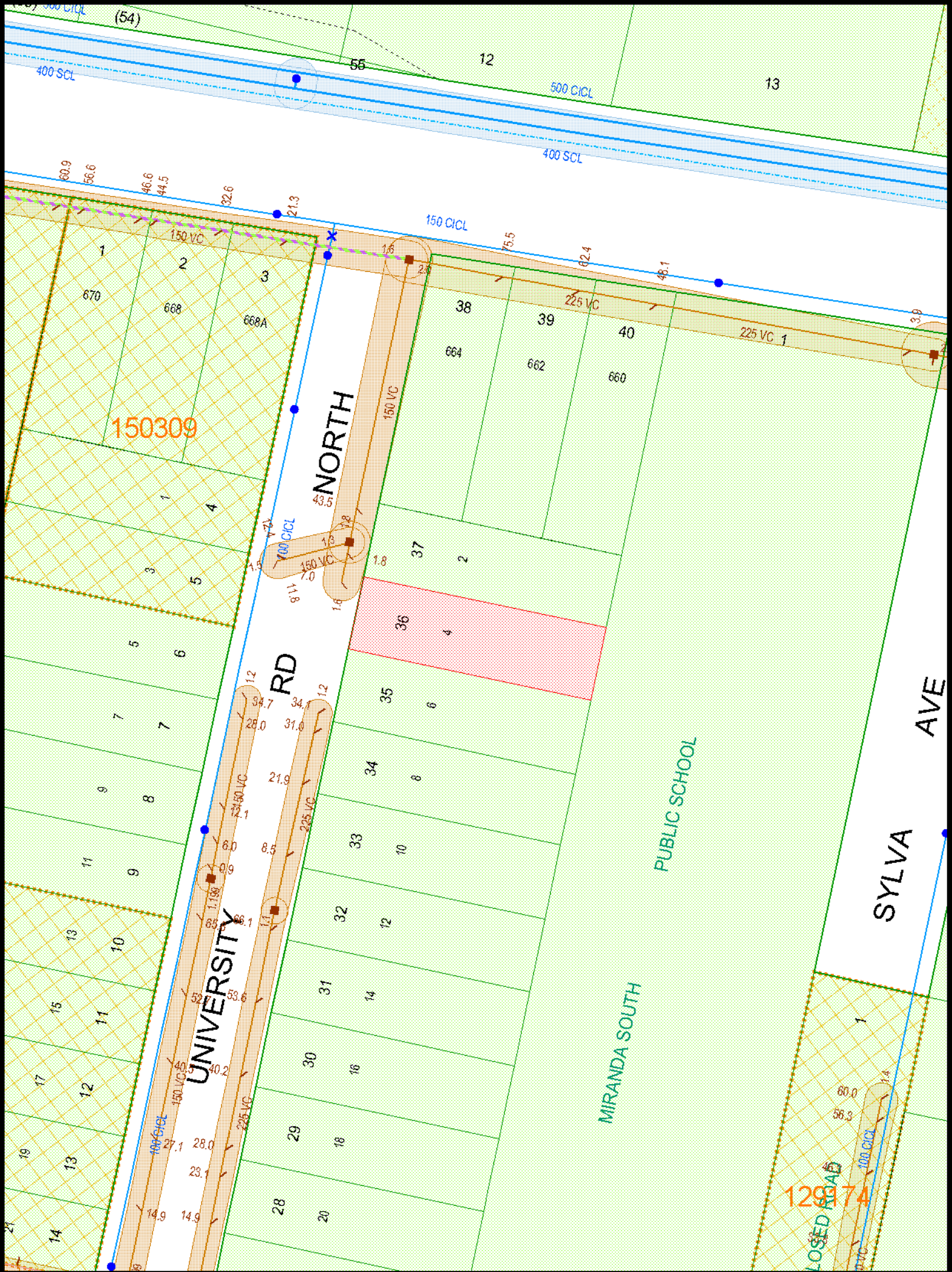
RATE No. W.C.s. U.C.s. 19.....

SHEET No. *7850*

OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING		
.....W.C.	Supervised by	Date	BRANCH OFFICE		Supervised by
.....Bth.	Inspector	/ /	Date	HL LL	/ /
.....Shr.			Outfall		
.....Bsn.	Chief Inspector	/ /	Drainer	908 385	
.....K.S.			Plumber		
.....T.	Tracing Checked	/ /	Boundary Trap		
.....Fig.					
.....Dgc. Int.					

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.



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SEWERAGE SERVICE DIAGRAM *LANGSTEIN*

Municipality of *Sutherland*

No. *640956*

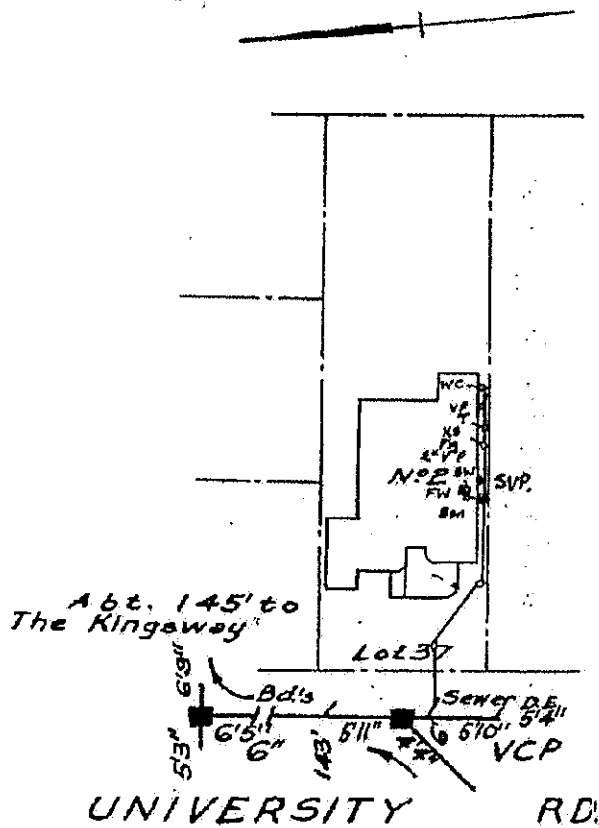
SYMBOLS AND ABBREVIATIONS

- | | | | |
|-------------------------------------------------------------|------------------------------------------------------------|-------------------|--------------------------|
| <input checked="" type="checkbox"/> Boundary Trap | <input checked="" type="checkbox"/> R.V. Reflex Valve | I.P. Induct Pipe | Ban. Basin |
| <input checked="" type="checkbox"/> Pit | <input checked="" type="checkbox"/> C.E. Cleaning Eye | M.F. Mica Flap | Shr. Shower |
| <input checked="" type="checkbox"/> G.I. Grease Interceptor | <input checked="" type="checkbox"/> V.P. Vertical Pipe | T. Tubs | W.I.P. Wrought Iron Pipe |
| <input checked="" type="checkbox"/> Gully | <input checked="" type="checkbox"/> V.P. Vent. Pipe | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe |
| <input checked="" type="checkbox"/> P.T. P. Trap | <input checked="" type="checkbox"/> S.V.P. Soil Vent. Pipe | W.C. Water Closet | F.W. Floor Waste |
| <input checked="" type="checkbox"/> R.S. Reflex Sink | <input checked="" type="checkbox"/> D.C.C. Down Cast Cowl | B.W. Bath Waste | W.M. Washing Machine |

Scale: 40 Feet To An Inch

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer



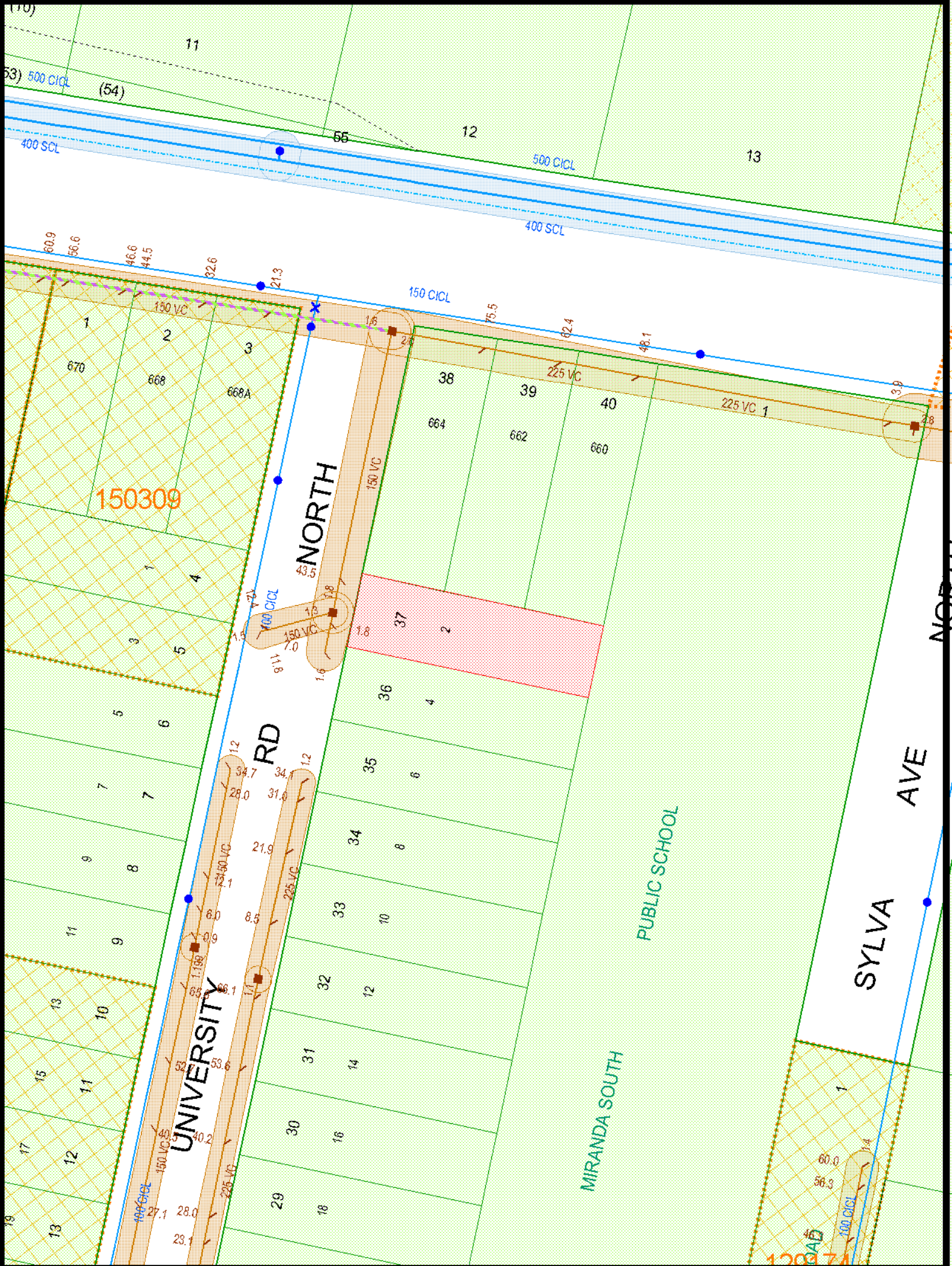
RATE No. _____ W.C.s. _____ U.C.s. _____ 19__

SHEET No. *7850*

OFFICE USE ONLY

For Engineer House Services

DRAINAGE			BRANCH OFFICE		PLUMBING	
W.C.	Supervised by	Date	Date	Supervised by	Date	
Bth.	Inspector	/ /		Inspector	/ /	
Shr.						
Ben.	Chief Inspector	/ /	Outfall	979 136		
K.S.			Drainer			
T.	Tracing Checked	/ /	Plumber			
Pig.			Boundary Trap			
Dge. Int.		/ /	is not required			
Dge. Ext.		/ /				



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.

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of *Sutherland (Miranda)* No. *146704*

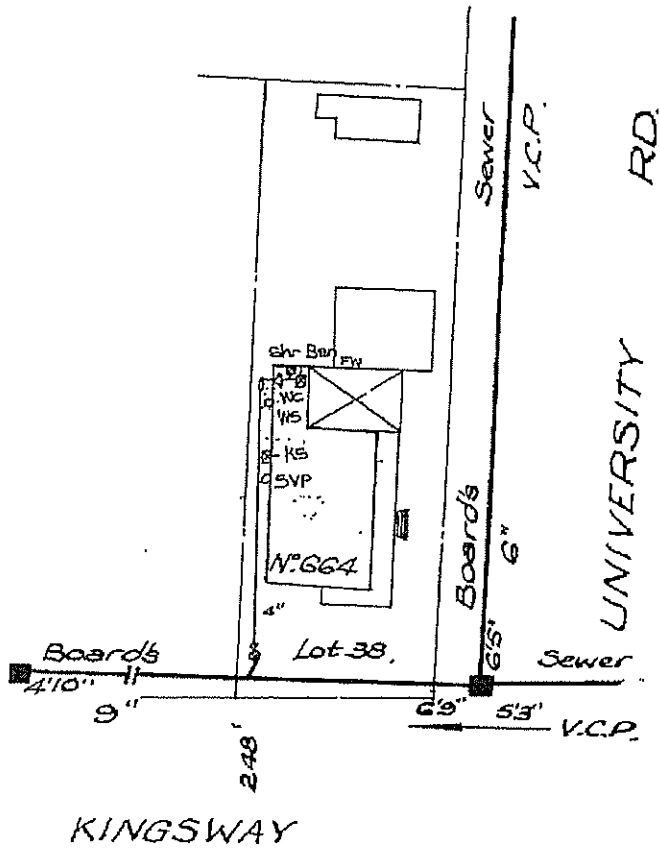
SYMBOLS AND ABBREVIATIONS

- | | | | |
|--------------------------------------------------|-------------------------------------------------|-------------------|--------------------------|
| <input type="checkbox"/> Boundary Trap | <input type="checkbox"/> R.V. Reflux Valve | I.P. Induct Pipe | Bsn. Basin |
| <input type="checkbox"/> Pit | <input type="checkbox"/> C.E. Cleaning Eye | M.F. Mica Flap | Shr. Shower |
| <input type="checkbox"/> G.I. Grease Interceptor | <input type="checkbox"/> VERT. Vertical Pipe | T. Tubs | W.I.P. Wrought Iron Pipe |
| <input type="checkbox"/> Gully | <input type="checkbox"/> V.P. Vent. Pipe | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe |
| <input type="checkbox"/> P.T. P. Trap | <input type="checkbox"/> S.V.P. Soil Vent. Pipe | W.C. Water Closet | F.W. Floor Waste |
| <input type="checkbox"/> R.S. Reflux Sink | <input type="checkbox"/> D.C.C. Down Cast Cowl | B.W. Bath Waste | W.M. Washing Machine |

SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

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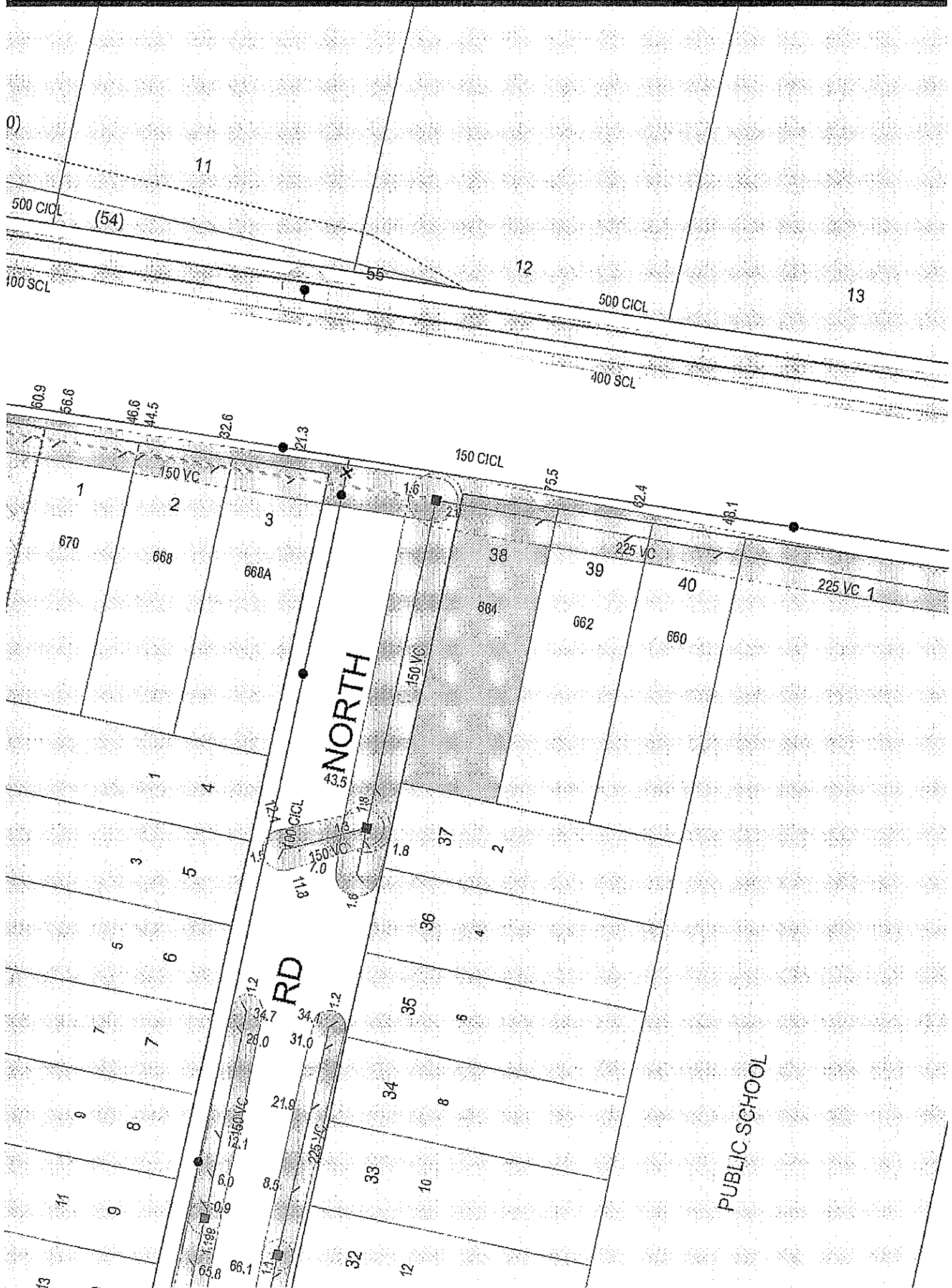
THE KINGSWAY

RATE No. W.C.s. U.C.s. 19.....

SHEET No. *7850* OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING		
.....W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
.....Bth.	Inspector/...../.....	Date	Inspector/...../.....
.....Shr.	/...../.....	Outfall	C.R. HL
.....Bsn.	Chief Inspector/...../.....	Drainer	<i>83-507</i>	
.....K.S.	/...../.....	Plumber	<i>1461 134</i>	
.....T./...../.....	Boundary Trap			
.....Pig./...../.....				
.....D.C.C./...../.....				

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and location 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.



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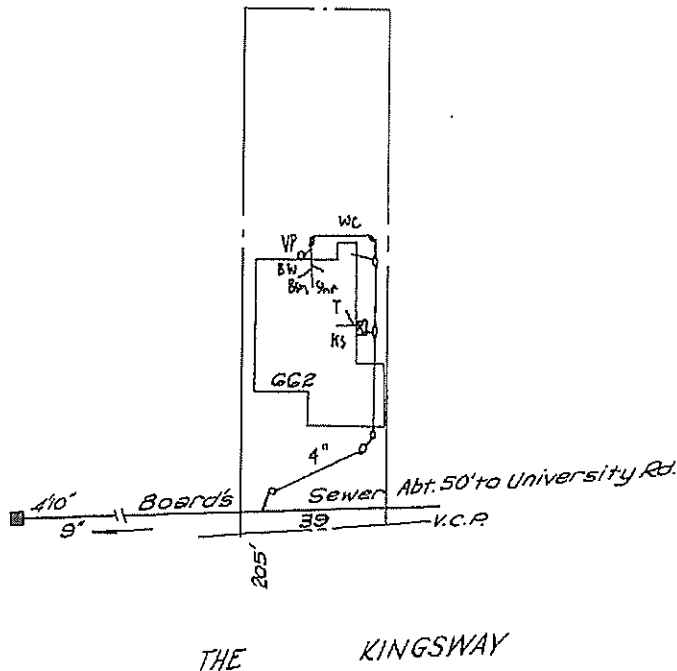
SEWERAGE SERVICE DIAGRAM

Municipality of *Sutherland* No. *607702*

- SYMBOLS AND ABBREVIATIONS**
- | | | | |
|------------------------------------------------------|-------------------------------------------------------|-------------------|--------------------------|
| <input type="checkbox"/> Boundary Trap | <input checked="" type="checkbox"/> R.V. Reflux Valve | I.P. Induct Pipe | Bsn. Basin |
| <input type="checkbox"/> Pit | — Cleaning Eye | M.F. Mica Flap | Shr. Shower |
| <input type="checkbox"/> G.I. Grease Interceptor | ○ VERT. Vertical Pipe | T. Tubs | W.I.P. Wrought Iron Pipe |
| <input type="checkbox"/> Gully | ○ V.P. Vent. Pipe | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe |
| <input checked="" type="checkbox"/> P.T. P. Trap | ○ S.V.P. Soil Vent. Pipe | W.C. Water Closet | F.W. Floor Waste |
| <input checked="" type="checkbox"/> R.S. Reflux Sink | D.C.C. Down Cast Cowl | B.W. Bath Waste | W.M. Washing Machine |
- SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.



RATE No. _____ W.C.s. _____ U.C.s. _____ 19____
 SHEET No. *7850* OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

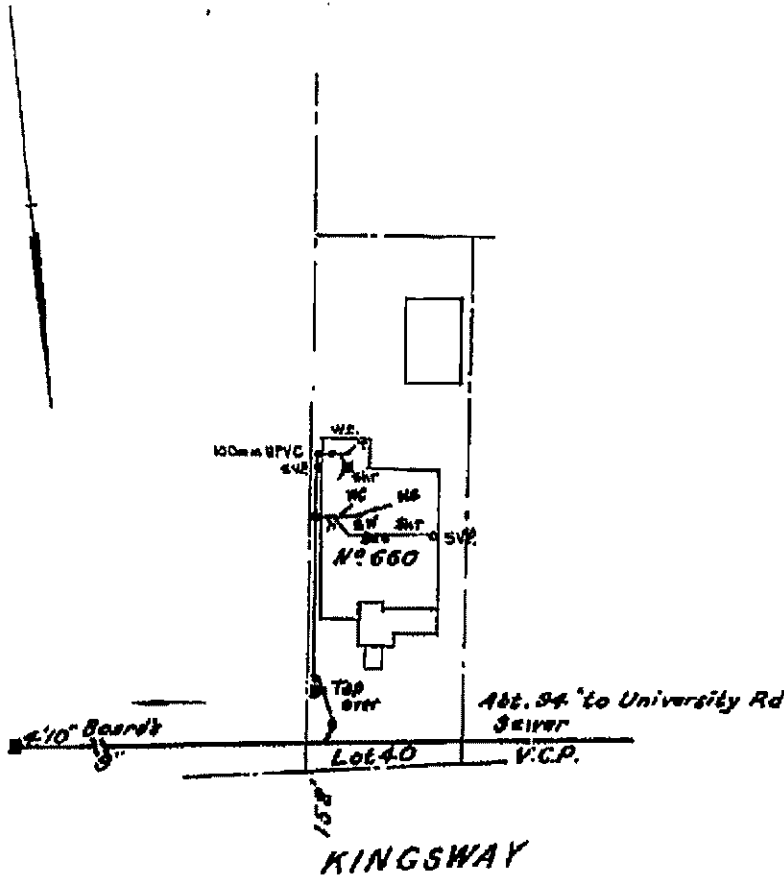
DRAINAGE			PLUMBING		
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth.	Inspector	/ /	Date	Inspector	/ /
Shr.			Outfall		
Bsn.	Examined by	/ /	DRAINER	830 431	
K.S.			Plumber		
T.	Chief Inspector	/ /	Boundary Trap		
Pig.			Tracing Checked	/ /	

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.

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM
 Municipality of *Sutherland* No. *617025*

- SYMBOLS AND ABBREVIATIONS**
- | | | | | | | | |
|-------|--------------------|--------|-----------------|------|--------------|--------|-------------------|
| BT | Boundary Trap | RY | Reflux Valve | I.P. | Induct Pipe | Sh. | Shower |
| PH | PH | CE | Cleaning Eye | M.P. | Misc Pipe | W.I.P. | Wrought Iron Pipe |
| G.I. | Grease Interceptor | VERT. | Vertical Pipe | T. | Tub | C.S.P. | Cast Iron Pipe |
| Gully | Gully | V.P. | Vent. Pipe | K.S. | Kitchen Sink | F.W. | Floor Waste |
| P.T. | P. Trap | S.V.P. | Sill Vent. Pipe | W.C. | Water Closet | W.M. | Washing Machine |
| RS | Reflux Sink | D.C.C. | Down Cast Cowl | B.W. | Bulk Waste | | |
- SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE
 Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.

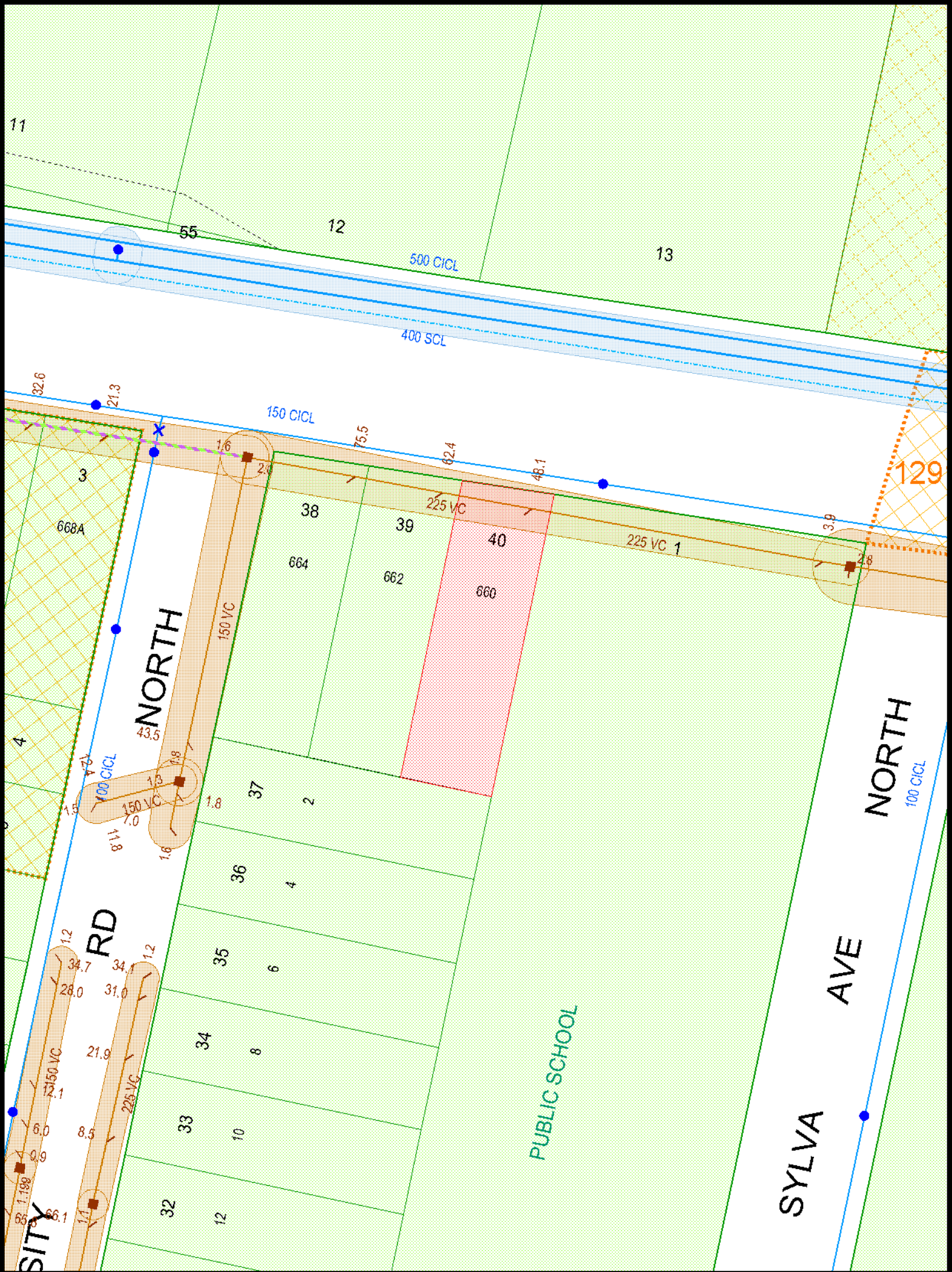


RATE No. _____ W.Cs. _____ U.Cs. _____ 19 _____
 SHEET No. 7850 OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING		
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Sht.	Inspected by	Inspector		Inspector	
M.S.		Chief Inspector	Date	856-181	
K.S.	Outfall				
T.	Drainer				
Fig.	Plumber				
Dps. Int.	Tracing Checked	Date	Boundary Trap		
Dps. Ext.			if not required		

16-11-86

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<p style="text-align: right; font-size: small;">Office Use Only</p> <p>Registered: Purpose:</p>	<p style="text-align: right; font-size: small;">Office Use Only</p> <p style="text-align: center; font-size: 24pt; font-weight: bold;">DRAFT</p> <p style="text-align: center; font-size: 18pt; font-weight: bold;">PRINTED 15 JULY 2016</p> <p style="text-align: center; font-size: 18pt; font-weight: bold;">ISSUE 6</p> <p style="text-align: right; font-size: small;">Office Use Only</p>
<p>PLAN OF SUBDIVISION OF LOT 1 IN DP (BEING A CONSOLIDATION OF LOTS 27 TO 40 IN DP 7580)</p>	<p>LGA: SUTHERLAND Locality: MIRANDA Parish: SUTHERLAND County: CUMBERLAND</p>
<p style="text-align: center;">Strata Certificate (Approved Form 5)</p> <p>(1) *The Council of *The Accredited Certifier Accreditation No. has made the required inspections and is satisfied that the requirements of: *(a) Section 37 or 37A <i>Strata Schemes (Freehold Development) Act 1973</i> and clause 30 <i>Strata Schemes (Freehold Development) Regulation 2012</i>, *(b) Section 66 or 66A <i>Strata Schemes (Leasehold Development) Act 1986</i> and clause 31 of the <i>Strata Schemes(Leasehold Development) Regulation 2012</i>, have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.</p> <p>*(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</p> <p>*(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.</p> <p>*(4) The building encroaches on a public place and; *(a) The Council does not object to the encroachment of the building beyond the alignment of *(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.</p> <p>*(5) This approval is given on the condition that lot(s) ^ are created as utility lots in accordance with section 39 of the <i>Strata Schemes (Freehold Development) Act 1973</i> or section 68 of the <i>Strata Schemes (Leasehold Development) Act 1986</i>.</p> <p>Date:..... Subdivision number: Relevant Development Consent number: Issued by: Signature: <p style="text-align: center;">Authorised Person /General Manager/Accredited Certifier</p></p>	<p>Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only) The Owners - Strata Plan No Nos. 2-22 UNIVERSITY ROAD MIRANDA NSW 2228</p> <p>The adopted by-laws for the scheme are: * ^ Model By-laws. * together with, Keeping of animals: Option *A/*B/*C * By-laws in ____ sheets filed with plan. * Strike through if inapplicable ^ Insert the type to be adopted (Schedules 2 - 7 Strata Schemes Management Regulation 2010)</p> <p style="text-align: center;">Surveyor's Certificate (Approved Form 3)</p> <p>I, MARK JOHN ANDREW..... of <u>Linker Surveying Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010</u> a surveyor registered under the Surveying and Spatial Information Act 2002, hereby certify that: (1) Each applicable requirement of *Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met *Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met; *(2) *(a) The building encroaches on a public place; *(b) The building encroaches on land (other than a public place), and an appropriate easement has been created by ^ to permit the encroachment to remain. *(3) The survey information recorded in the accompanying location plan is accurate.</p> <p style="text-align: right;">Signature:..... Date:.....</p> <p>* Strike through if inapplicable. ^ Insert the deposited plan number or dealing number of the instrument that created the easement</p>
<p>Use STRATA PLAN FORM 3A for certificates, signatures and seals</p>	<p>SURVEYORS REFERENCE: 150324 DSP</p>

STRATA PLAN ADMINISTRATION SHEET

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DRAFT
 PRINTED 15 JULY 2016
 ISSUE 6

PLAN OF SUBDIVISION OF LOT 1 IN DP
 (BEING A CONSOLIDATION OF LOTS 27 TO 40
 IN DP 7580)

- This sheet is for the provision of the following information as required:
- A Schedule of Unit Entitlements.
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.
 - Signatures and seals - see 195D *Conveyancing Act 1919*.
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:
 Date of endorsement:

SCHEDULE OF UNIT ENTITLEMENT

LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE
1	49	30	37	58	38	86	85	114	38	142	52	170	60
2	37	31	51	59	59	87	85	115	50	143	52	171	38
3	69	32	51	60	38	88	59	116	50	144	40	172	55
4	38	33	40	61	54	89	59	117	51	145	52	173	55
5	51	34	51	62	54	90	84	118	37	146	52	174	41
6	38	35	51	63	42	91	85	119	37	147	55	175	55
7	51	36	51	64	54	92	92	120	52	148	38	176	55
8	37	37	37	65	54	93	44	121	36	149	38	177	83
9	49	38	37	66	54	94	94	122	56	150	55	178	41
10	36	39	51	67	39	95	68	123	36	151	38	179	85
11	36	40	38	68	39	96	120	124	36	152	59	180	40
12	49	41	57	69	54	97	68	125	56	153	38	181	62
13	36	42	37	70	39	98	50	126	36	154	38	182	40
14	55	43	37	71	59	99	50	127	51	155	59	183	40
15	36	44	58	72	39	100	34	128	51	156	38	184	62
16	36	45	38	73	39	101	51	129	39	157	53	185	40
17	55	46	52	74	60	102	51	130	51	158	53	186	58
18	36	47	52	75	39	103	50	131	51	159	40	187	58
19	36	48	41	76	56	104	36	132	53	160	53	188	42
20	50	49	52	77	56	105	71	133	38	161	53	189	58
21	51	50	52	78	43	106	36	134	38	162	56	190	58
22	37	51	53	79	56	107	54	135	54	163	39	191	68
23	37	52	38	80	56	108	36	136	37	164	39	192	122
24	51	53	38	81	87	109	36	137	57	165	57	193	68
25	37	54	51	82	41	110	54	138	37	166	38	194	62
26	56	55	38	83	88	111	36	139	37	167	60	195	62
27	37	56	59	84	64	112	50	140	57	168	38	196	97
28	37	57	38	85	63	113	50	141	37	169	38	197	97
29	57												
												AGGREGATE 10000	

SURVEYORS REFERENCE: 150324 DSP

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

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PRINTED 15 JULY 2016
ISSUE 6

PLAN OF SUBDIVISION OF LOT 1 IN DP
(BEING A CONSOLIDATION OF LOTS 27 TO 40
IN DP 7580)

This sheet is for the provision of the following information as required:

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- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.
- Signatures and seals - see 195D *Conveyancing Act 1919*.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:

Date of endorsement:

SURVEYORS REFERENCE: 150324 DSP

LOCATION PLAN
TO BE COMPLETED ON FINAL PLAN



UNIVERSITY

ROAD

RAILWAY

KINGSWAY

1
DP 6 4 0 7 2 3

AREAS INCLUDE BOXED WALLS, FOR ADAPTABLE UNITS, WHICH ARE NOT COMMON PROPERTY

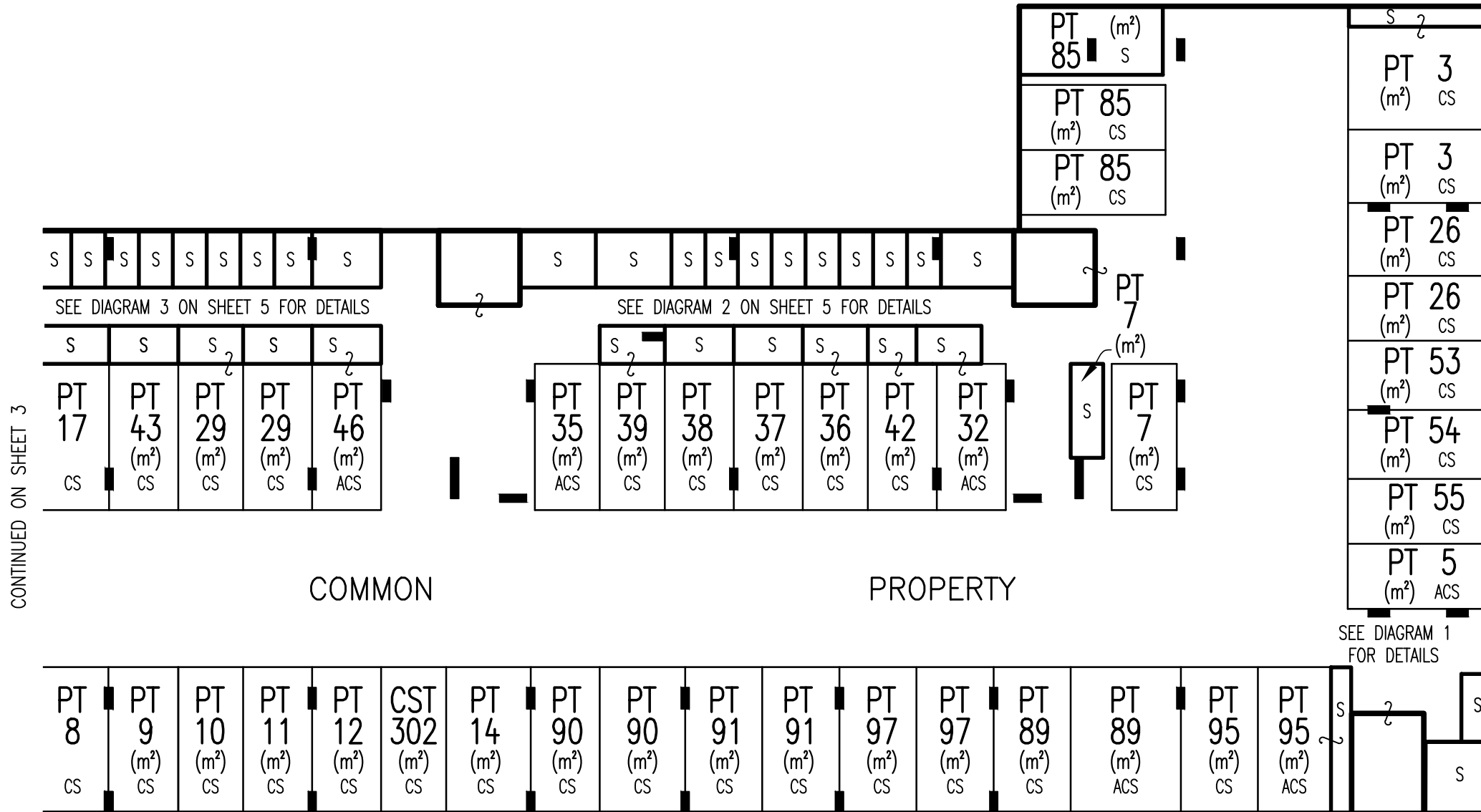
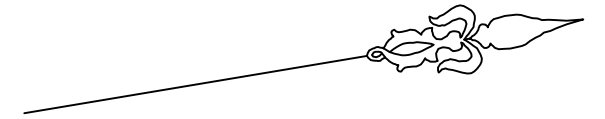
Surveyor: MARK JOHN ANDREW
Surveyor's Ref: 150324 DSP
Subdivision No:
Lengths are in metres. Reduction Ratio 1:600(A3)

REGISTERED
CONTRACT PLAN
Plan compiled from
architectural CAD data.
Plan is subject to final
survey after completion
of construction.

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PRINTED 15 JULY 2016
ISSUE 6

THIS PLAN IS BASED ON PLANS BY
KANN FINCH GROUP PTY LTD
DWG No.: A2-01-F
REVISION: F

BASEMENT LEVEL 2



CONTINUED ON SHEET 3

COMMON

PROPERTY

SEE DIAGRAM 1 FOR DETAILS

DIAGRAM 1
SCALE 1:100

- ACS - ACCESSIBLE CAR SPACE
- CP - COMMON PROPERTY
- CS - CAR SPACE
- CST - CAR SPACE TO BE ALLOCATED
- S - STORAGE SPACE

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

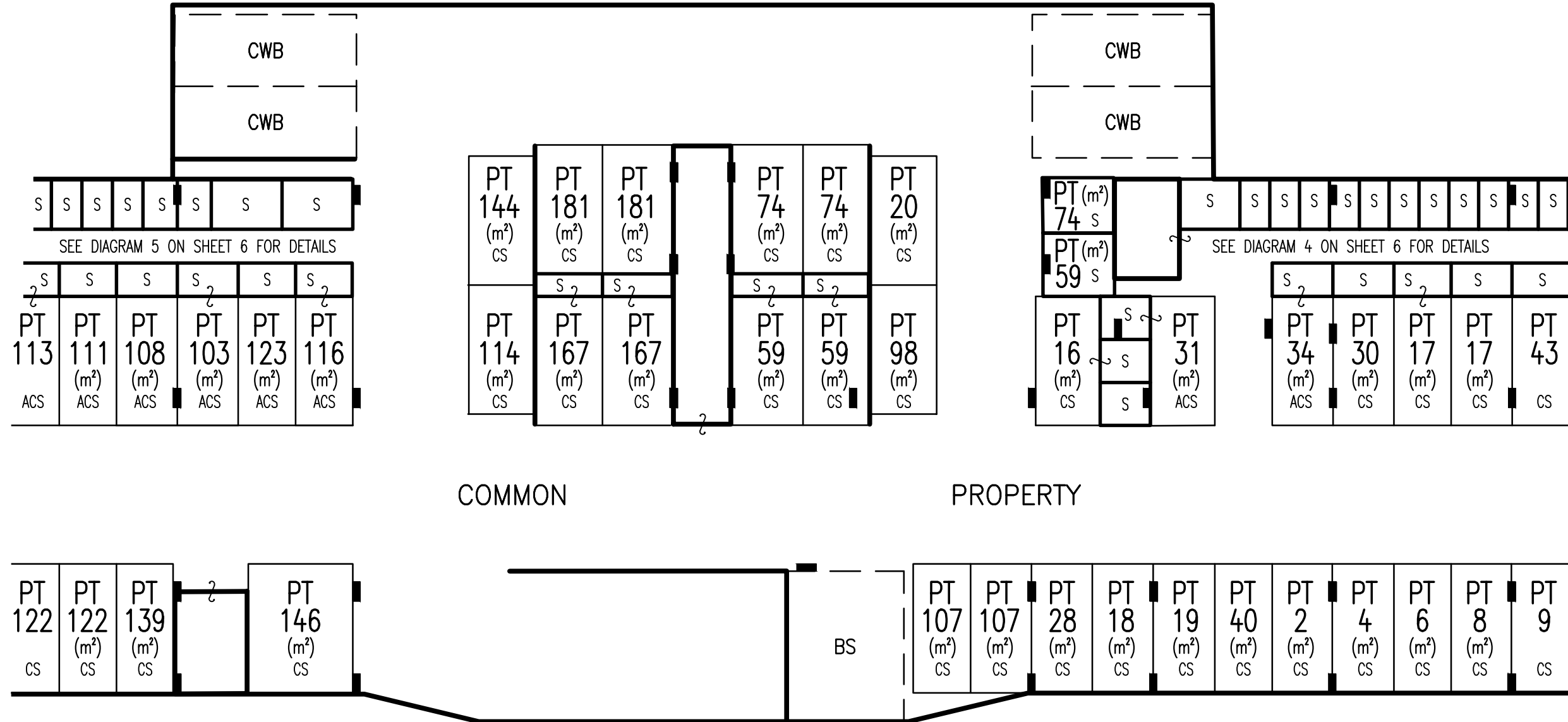
Surveyor: MARK JOHN ANDREW
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DWG No.: A2-02-F
REVISION: F

BASEMENT LEVEL 2



CONTINUED ON SHEET 4

CONTINUED FROM SHEET 2

COMMON

PROPERTY

- ACS - ACCESSIBLE CAR SPACE
- BS - BIKE SPACES WITH COMMON PROPERTY
- CWB - CAR WASH BAY WITHIN COMMON PROPERTY
- CS - CAR SPACE
- CST - CAR SPACE TO BE ALLOCATED
- S - STORAGE SPACE

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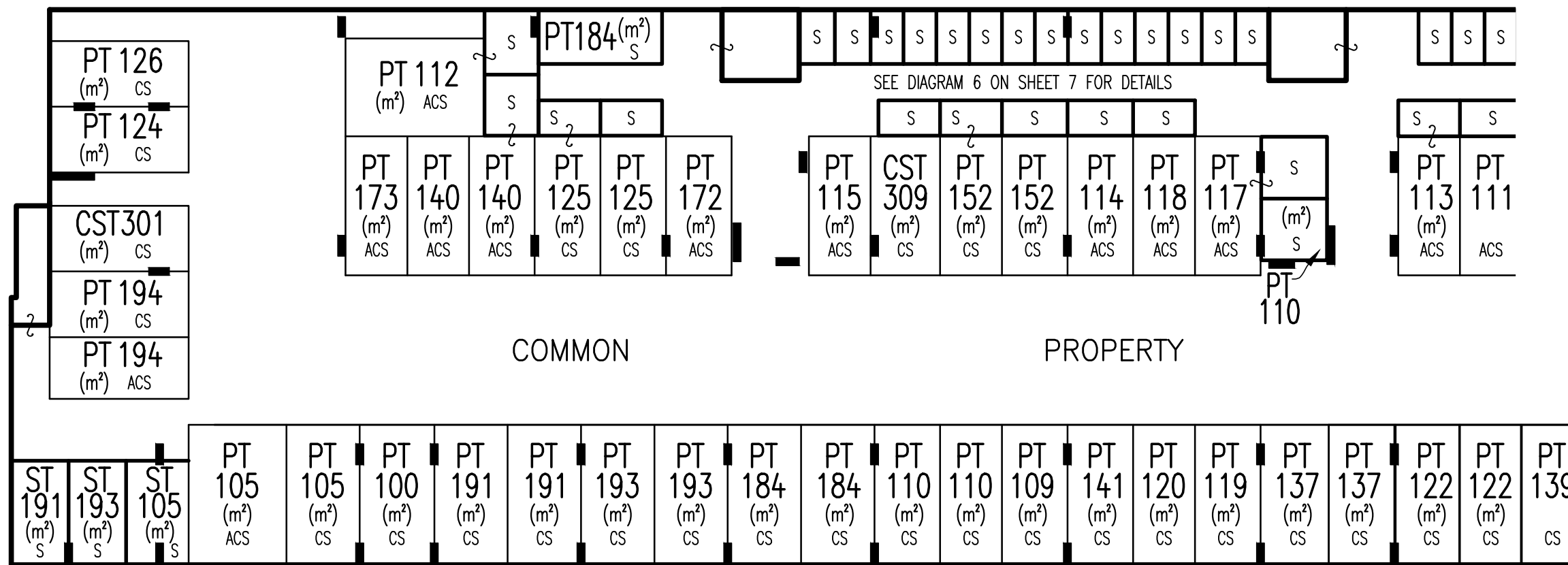
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BASEMENT LEVEL 2



ACS - ACCESSIBLE CAR SPACE
CS - CAR SPACE
CST - CAR SPACE TO BE ALLOCATED ON FINAL PLAN
S - STORAGE SPACE

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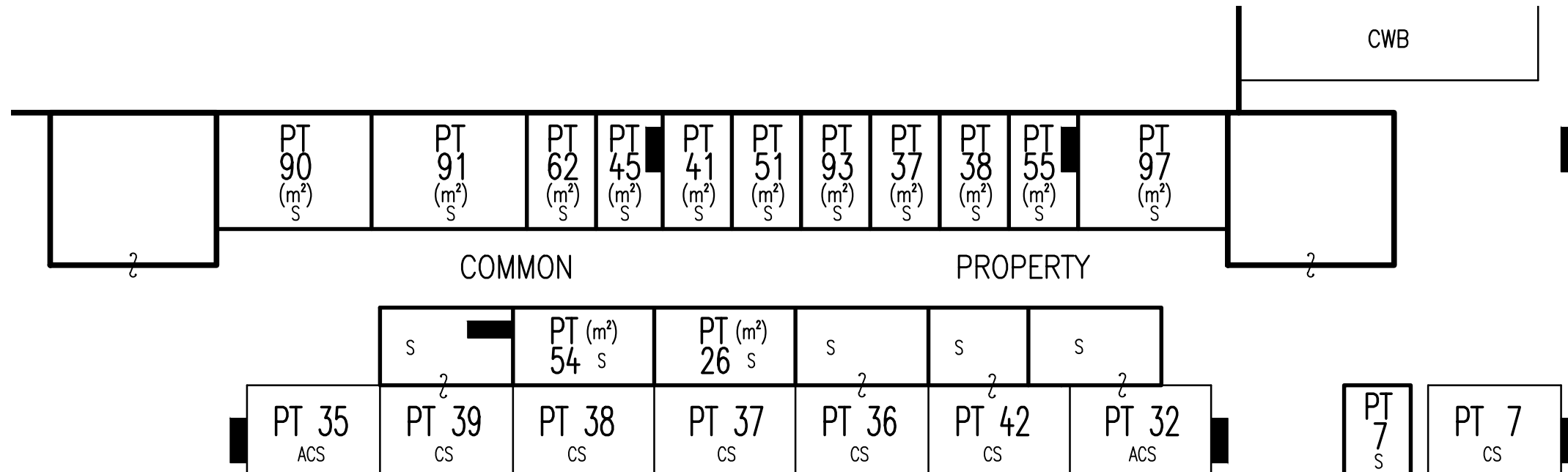


DIAGRAM 2

CONTINUED ON DIAGRAM 4 SHEET 6

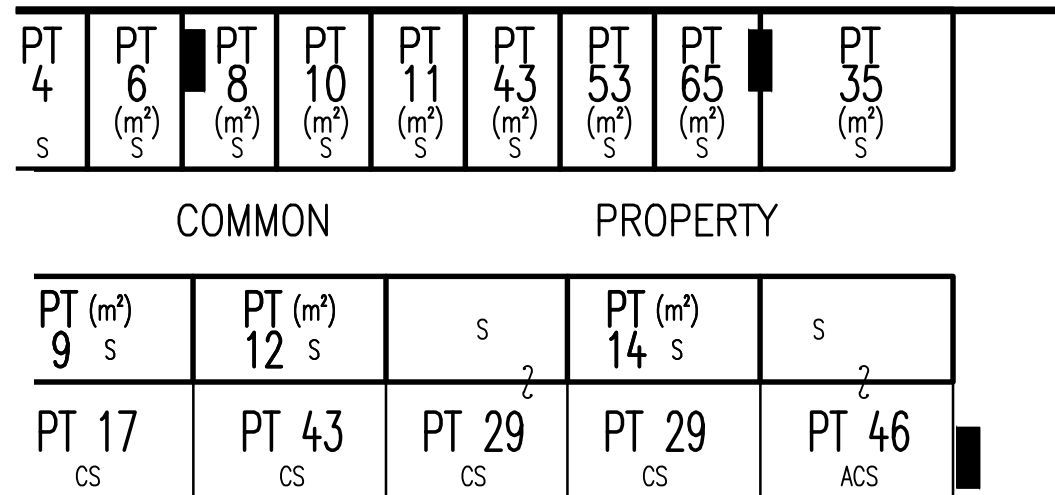


DIAGRAM 3

- CS - CAR SPACE
- CST - CAR SPACE TO BE ALLOCATED
- CWB - CAR WASH BAY WITHING COMMON PROPERTY
- S - STORAGE SPACE

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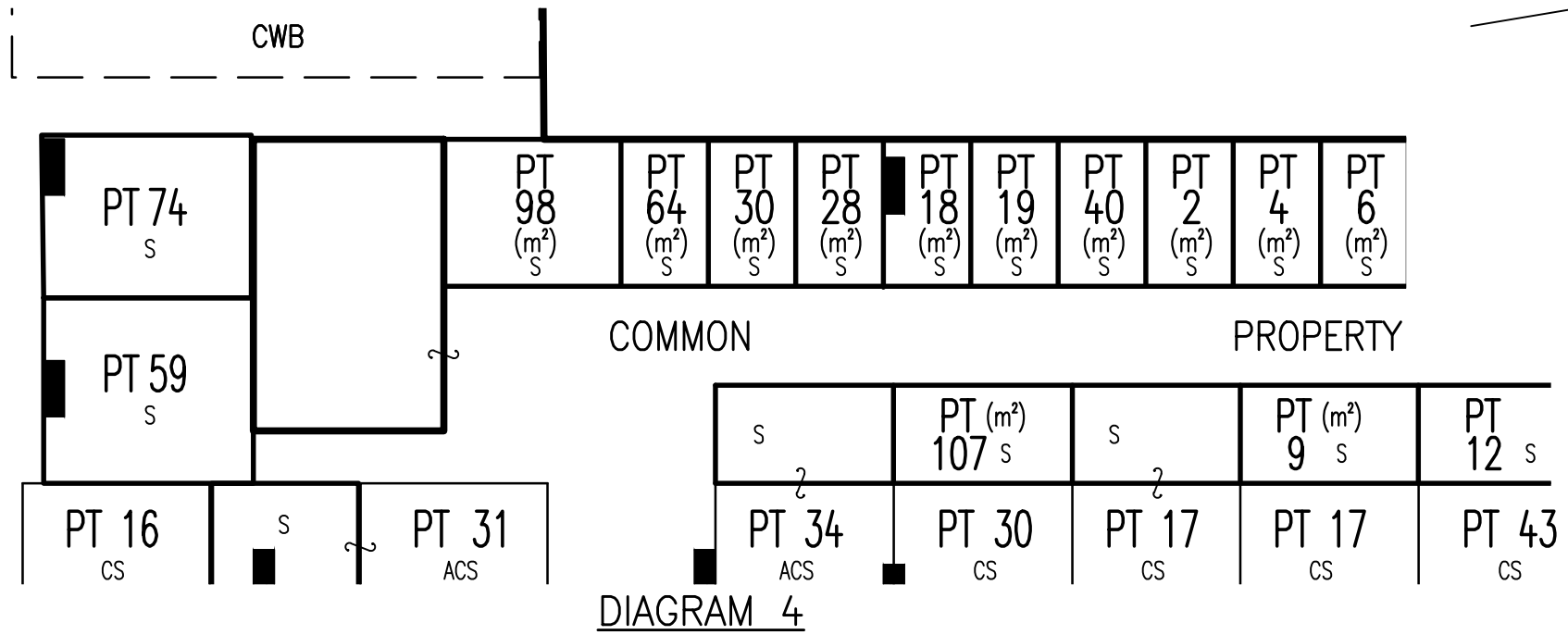


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CONTINUED ON DIAGRAM 6 SHEET 7

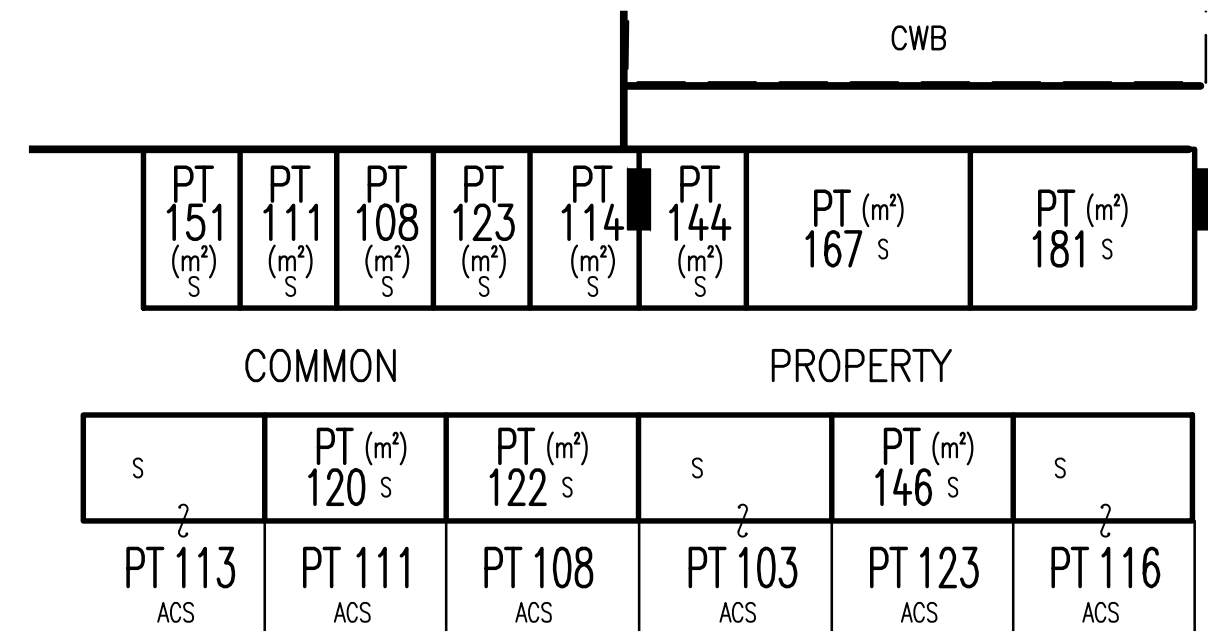


DIAGRAM 5

- ACS - ACCESSIBLE CAR SPACE
- CS - CAR SPACE
- CWB - CAR WASH BAY WITHIN COMMON PROPERTY
- S - STORAGE SPACE

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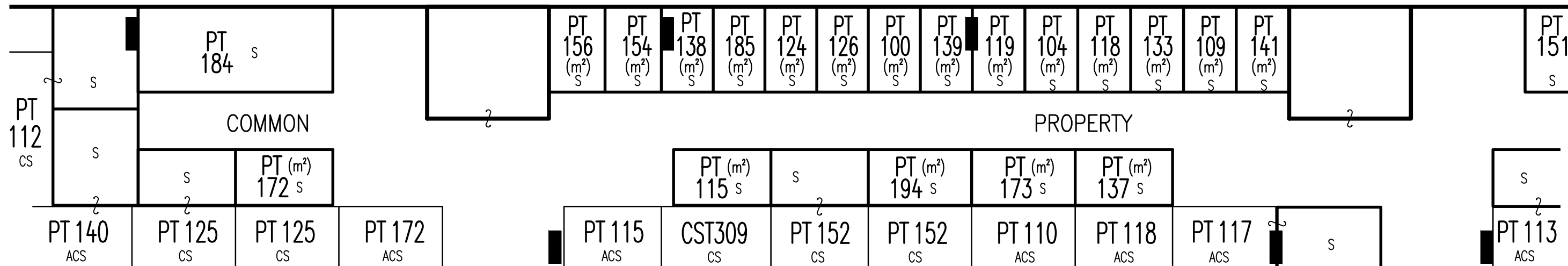
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CONTINUED FROM DIAGRAM 3 SHEET 5

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BASEMENT LEVEL 2



CONTINUED FROM DIAGRAM 5 SHEET 6

DIAGRAM 6

- ACS - ACCESSIBLE CAR SPACE
- CP - COMMON PROPERTY
- CS - CAR SPACE
- CST - CAR SPACE TO BE ALLOCATED
- CWB - CAR WASH BAY WITHIN COMMON PROPERTY
- S - STORAGE SPACE
- ST - STORAGE SPACE TO BE ALLOCATED

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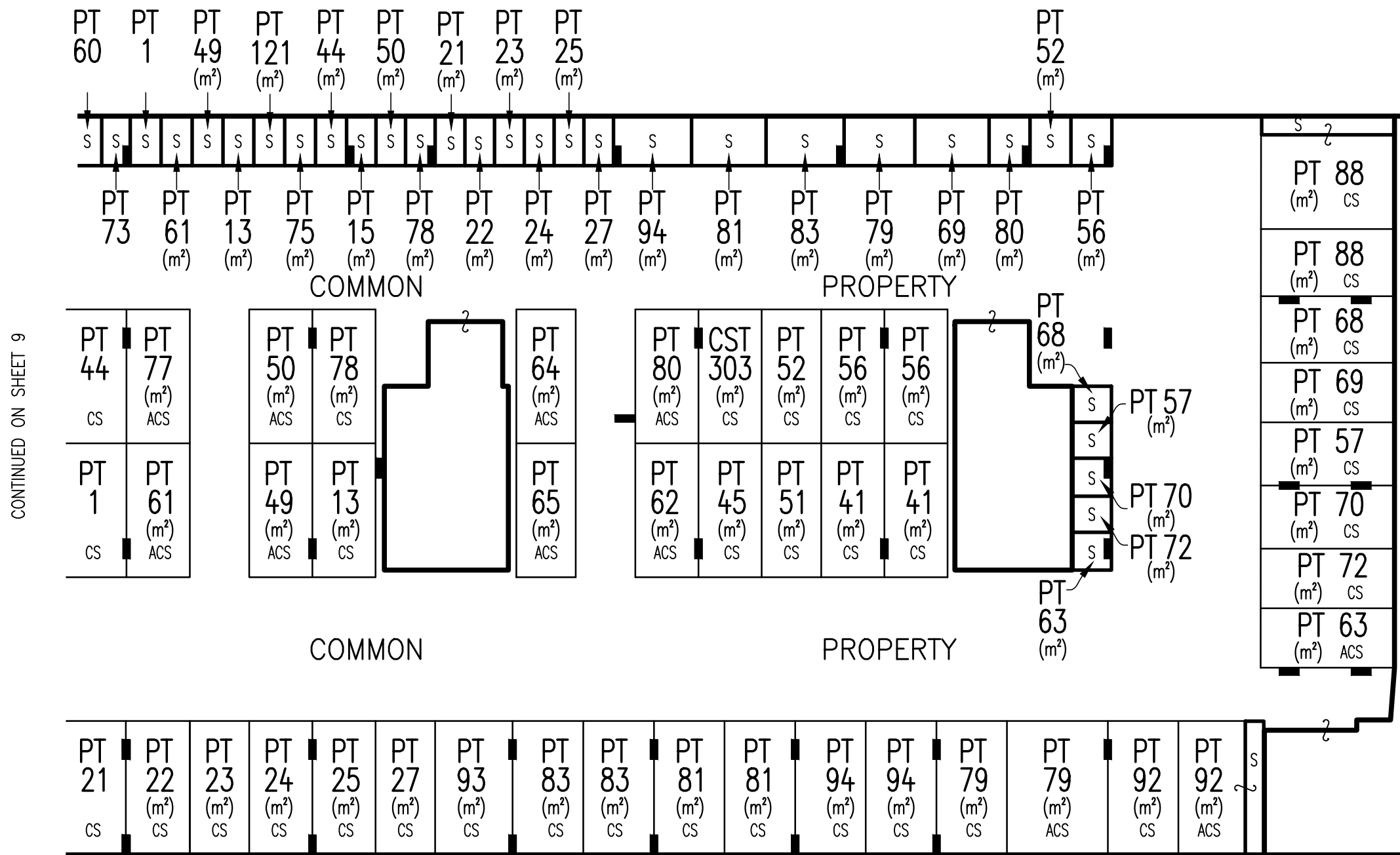
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BASEMENT LEVEL 1



ACS - ACCESSIBLE CAR SPACE
CS - CAR SPACE
CST - CAR SPACE TOP BE ALLOCATED
S - STORAGE SPACE

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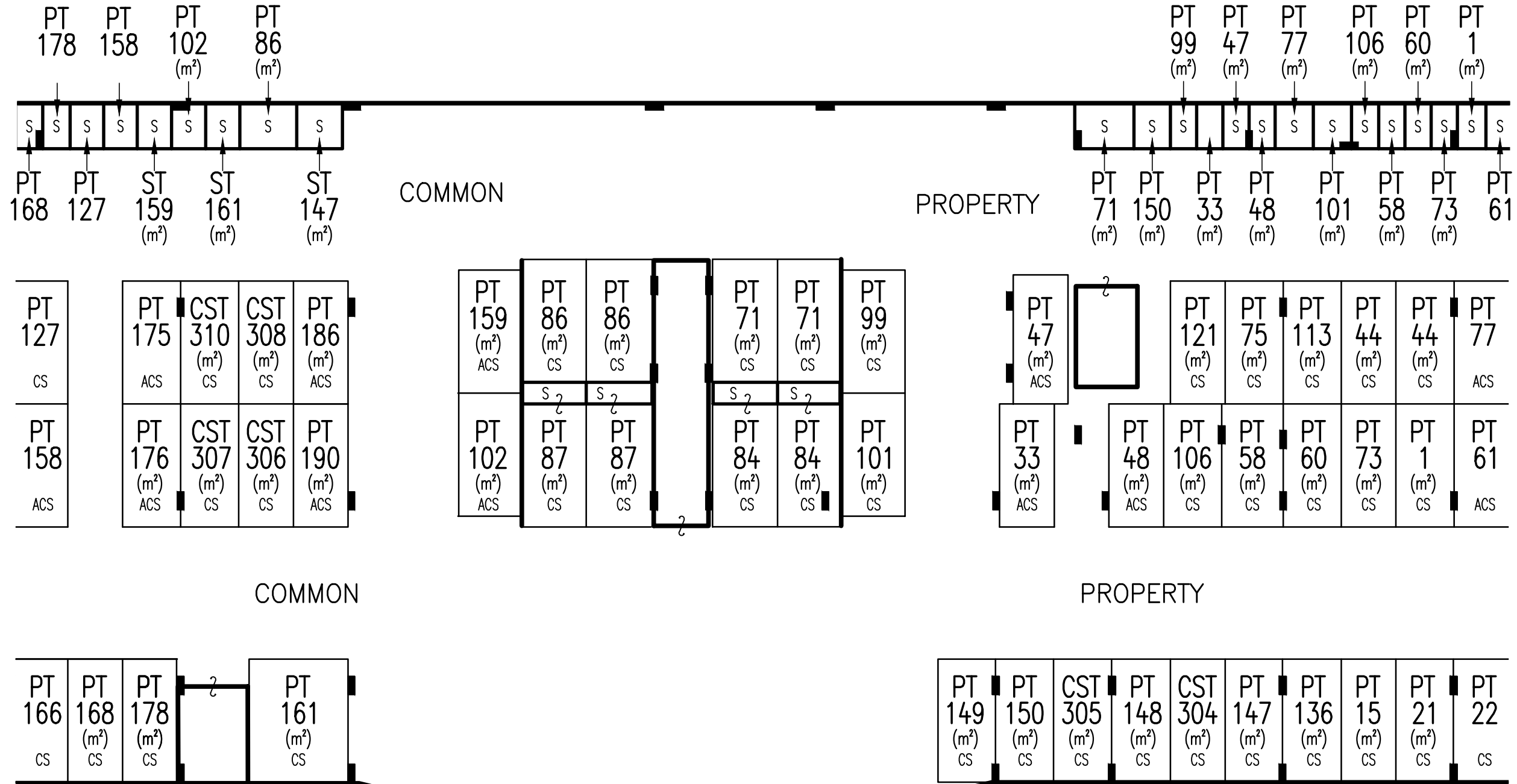
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BASEMENT LEVEL 1



CONTINUED ON SHEET 10

CONTINUED FROM SHEET 8

ACS - ACCESSIBLE CAR SPACE
CS - CAR SPACE
CST - CAR SPACE TO BE ALLOCATED
S - STORAGE SPACE

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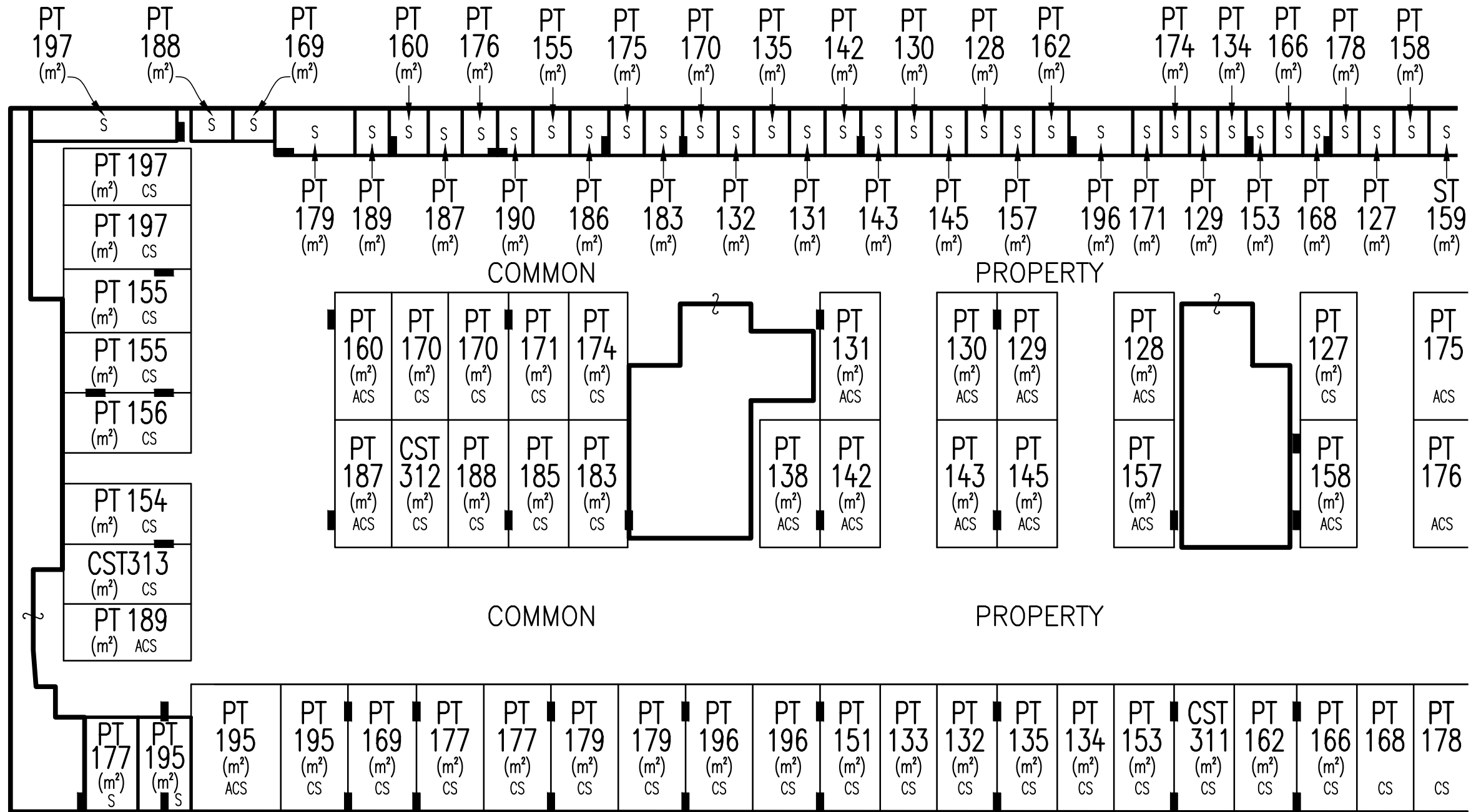
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BASEMENT LEVEL 1



CONTINUED FROM SHEET 9

ACS - ACCESSIBLE CAR SPACE
CS - CAR SPACE
S - STORAGE SPACE

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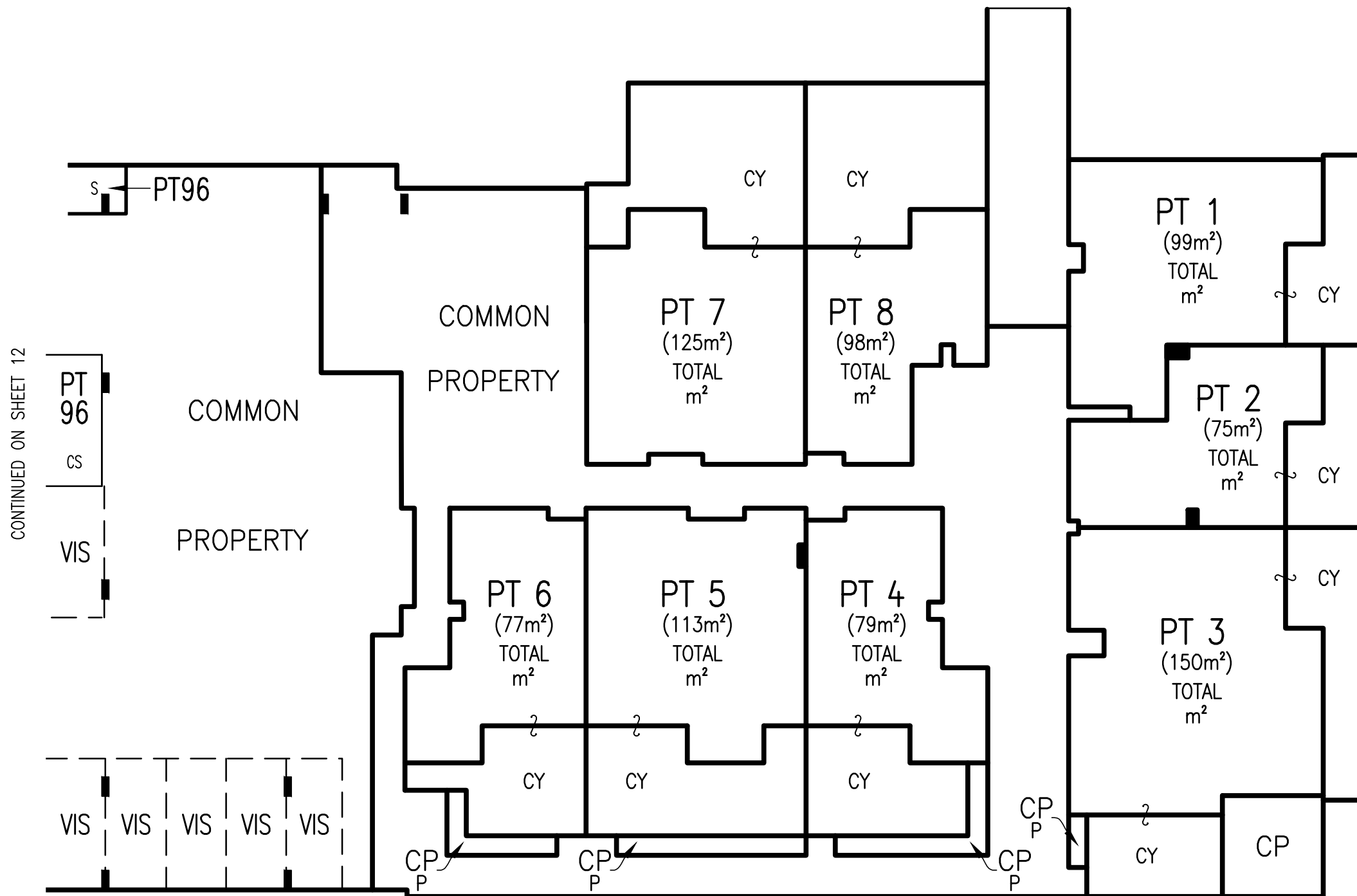
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GROUND LEVEL
BUILDING A



- CP - COMMON PROPERTY
- CS - CAR SPACE
- CY - COURTYARD
- P - PLANTER
- S - STORAGE SPACE
- VIS - VISITOR CAR SPACE WITHIN COMMON PROPERTY

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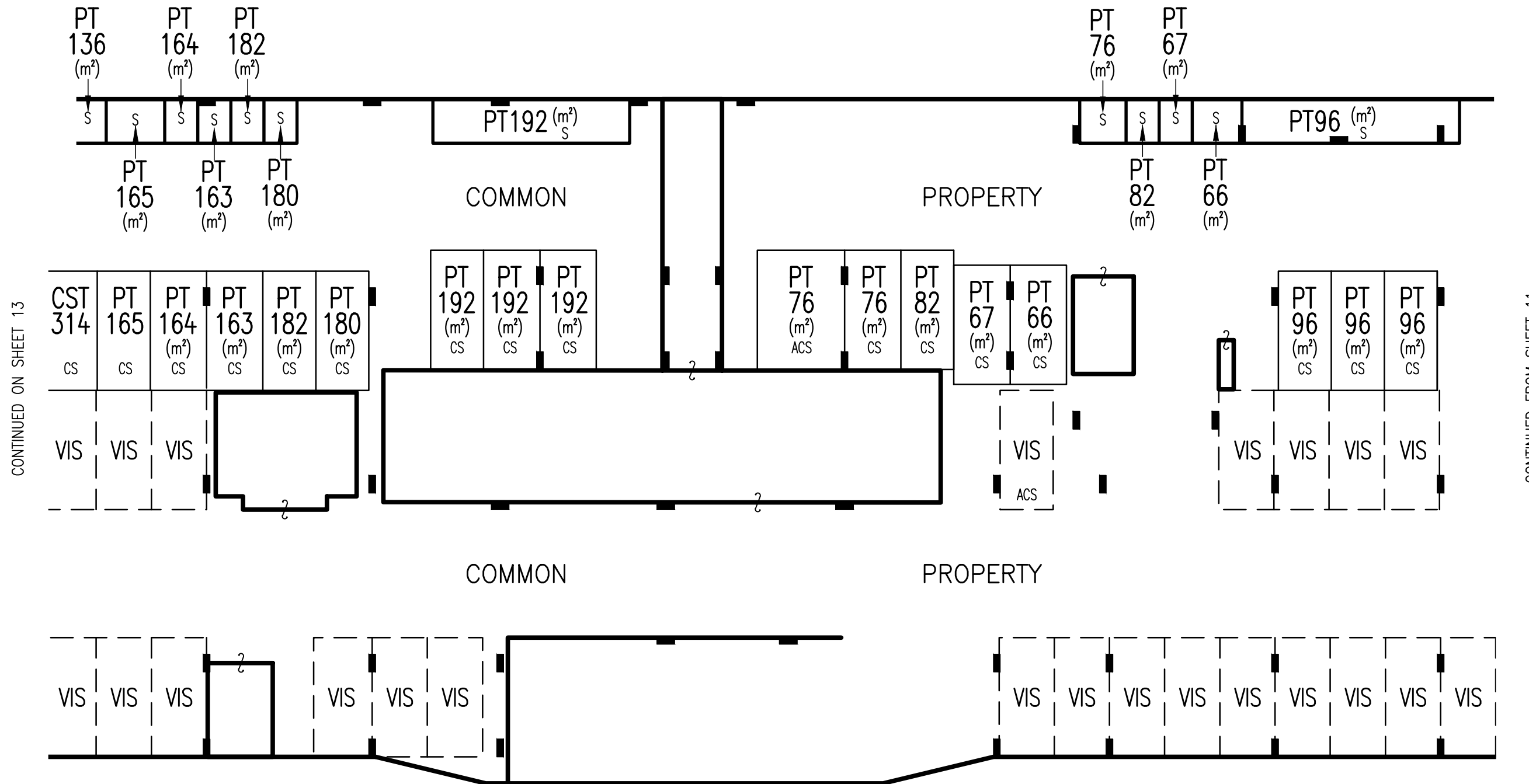
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REVISION: 1

GROUND LEVEL



CONTINUED ON SHEET 13

CONTINUED FROM SHEET 11

- ACS - ACCESSIBLE CAR SPACE
- CS - CAR SPACE
- CST - CAR SPACE TO BE ALLOCATED
- S - STORAGE SPACE
- VIS - VISITOR CAR SPACES WITHIN COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES

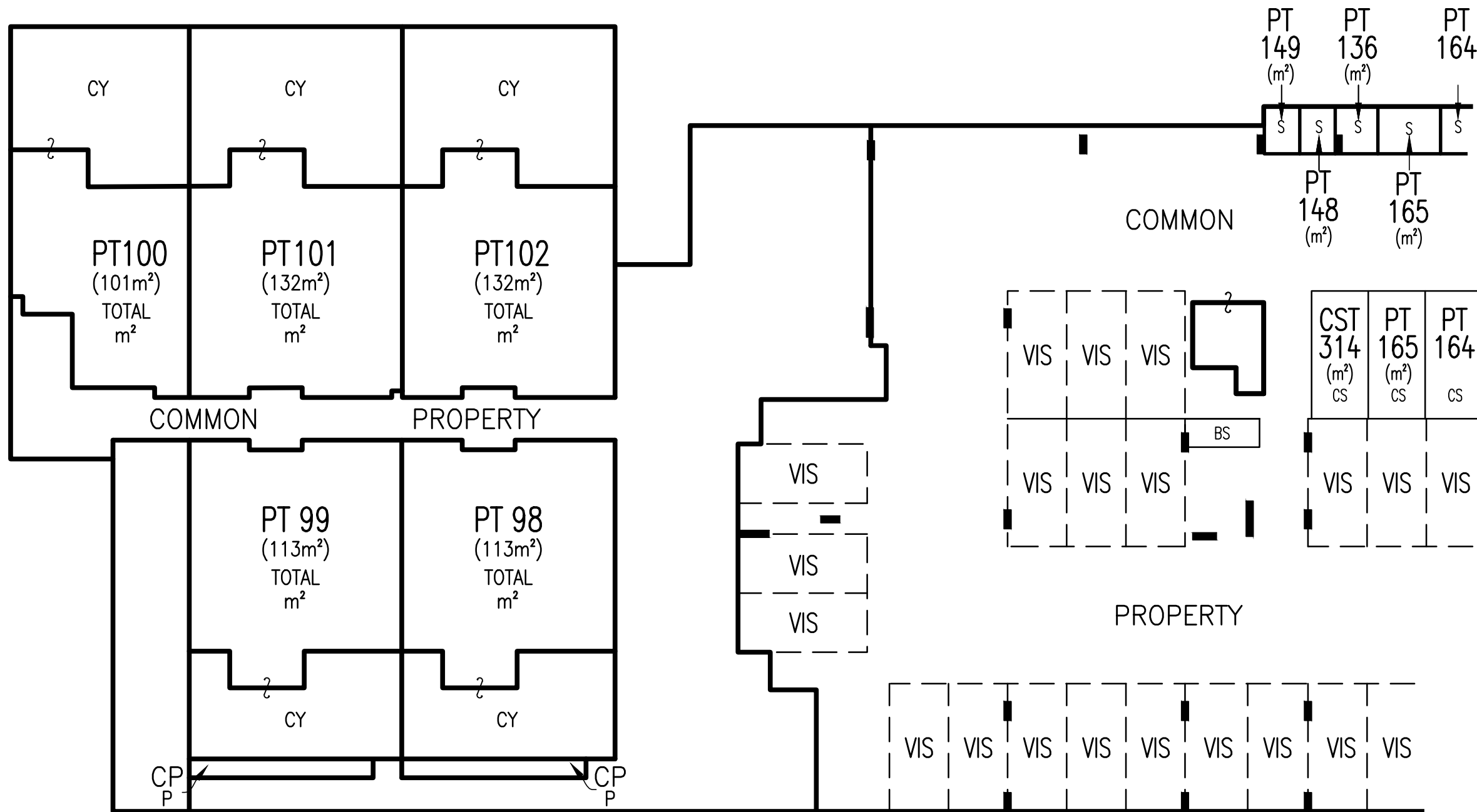
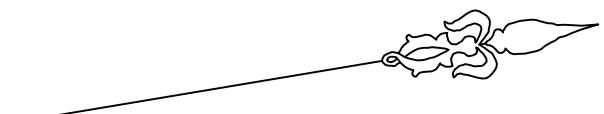
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REVISION: 1

GROUND LEVEL BUILDING B



CONTINUED FROM SHEET 12

- BS - BICYCLE SPACES WITHIN COMMON PROPERTY
- CS - CAR SPACE
- CST - CAR SPACE TO BE ALLOCATED
- CY - COURTYARD
- P - PLANTER
- S - STORAGE SPACE
- VIS - VISITOR CAR SPACE WITHIN COMMON PROPERTY

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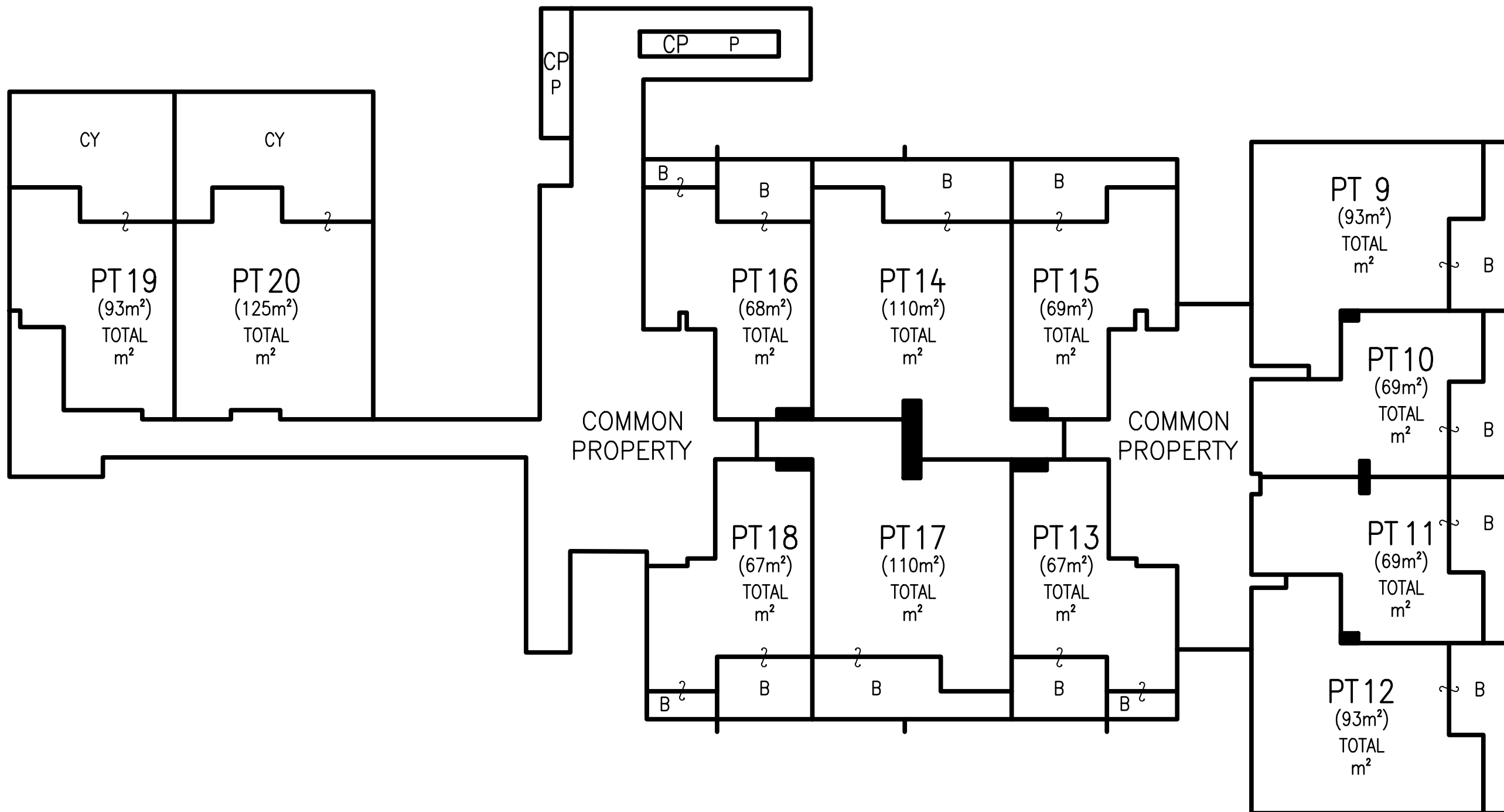
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Surveyor: MARK JOHN ANDREW Surveyor's Ref: 150324 DSP Subdivision No: Lengths are in metres. Reduction Ratio 1:200(A3)	REGISTERED CONTRACT PLAN Plan compiled from architectural CAD data. Plan is subject to final survey after completion of construction.	<h2 style="margin: 0;">DRAFT</h2> <h3 style="margin: 0;">PRINTED 15 JULY 2016</h3> <h3 style="margin: 0;">ISSUE 6</h3>
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DWG No.: A2-10-H
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LEVEL 1
BUILDING A



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

AREAS INCLUDE BOXED WALLS, FOR ADAPTABLE UNITS, WHICH ARE NOT COMMON PROPERTY

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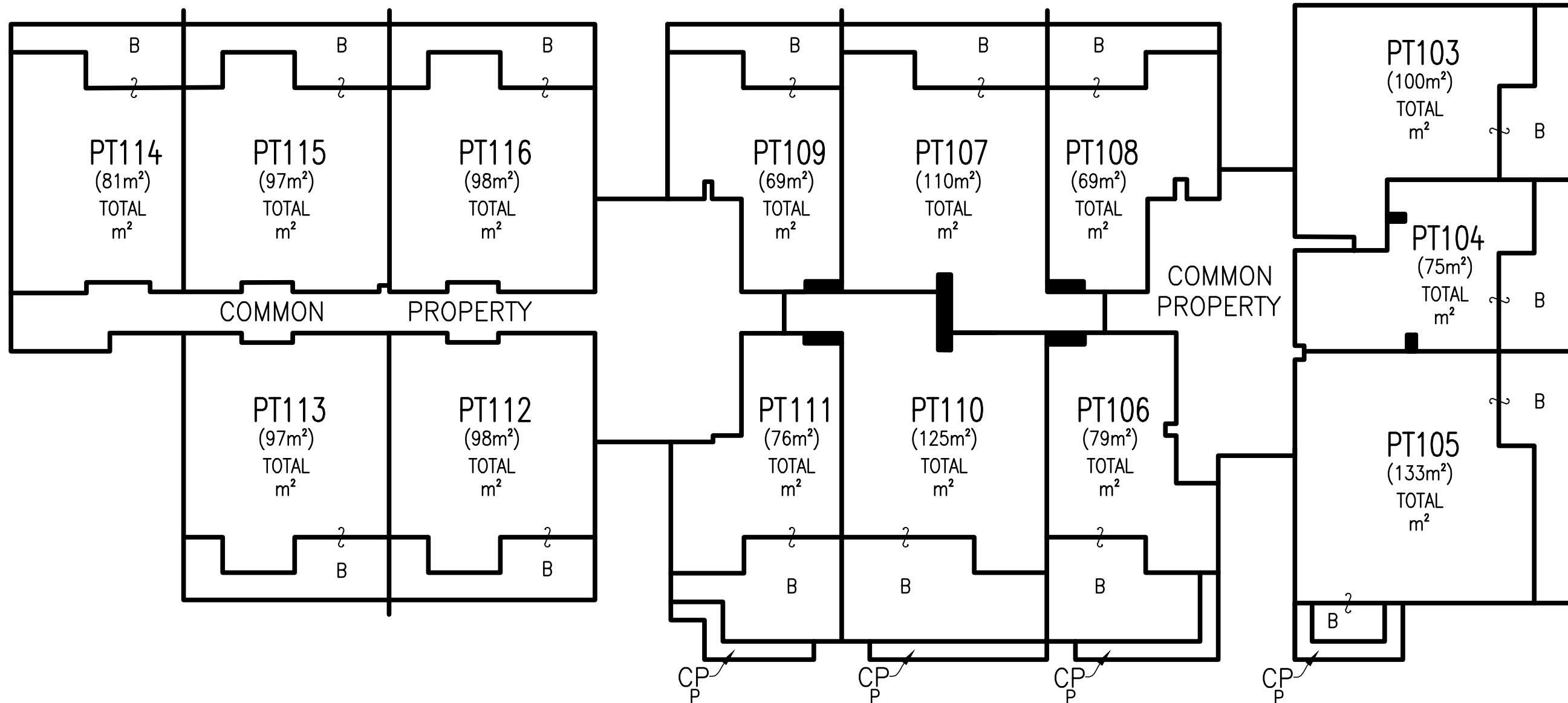
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LEVEL 1
BUILDING B



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B - BALCONY
P - PLANTER

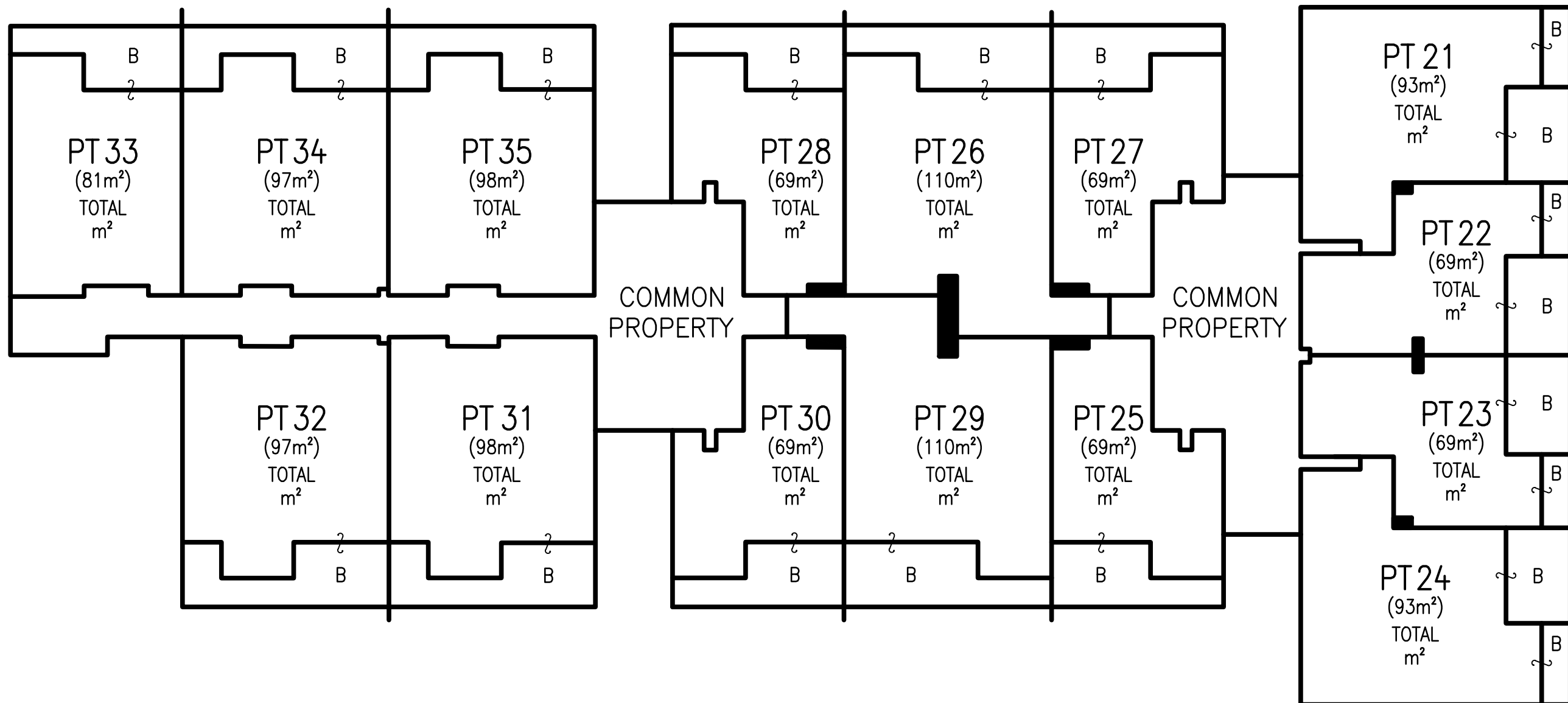
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LEVEL 2
BUILDING A



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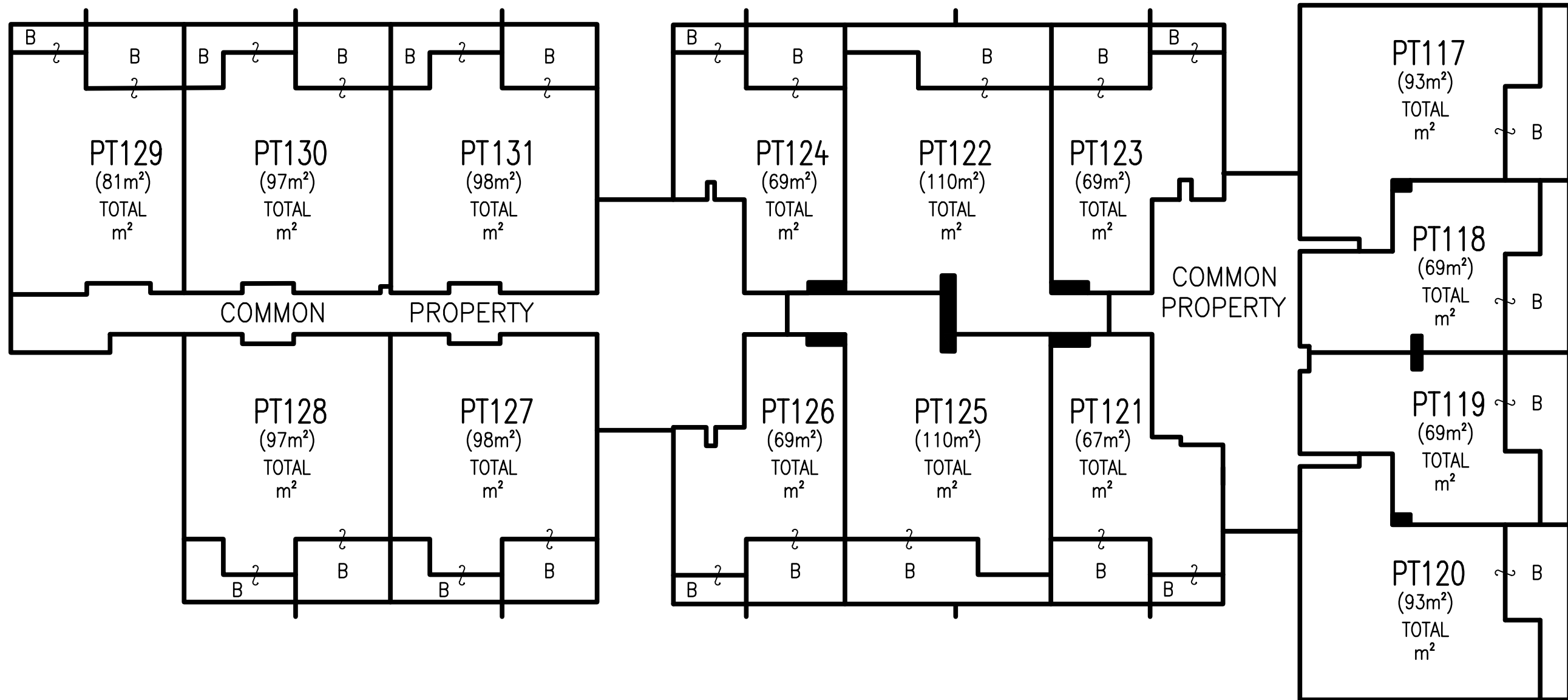
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LEVEL 2
BUILDING B



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B - BALCONY

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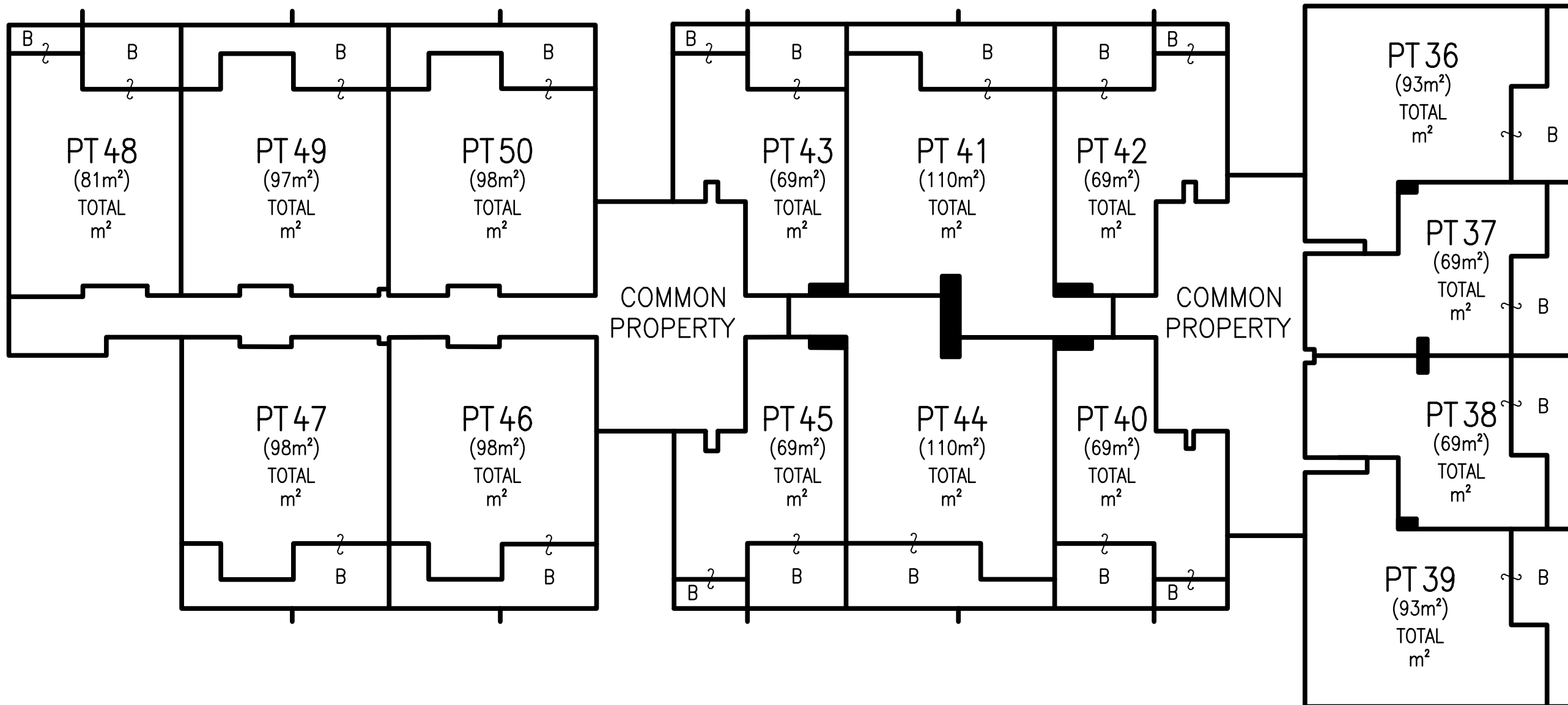
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LEVEL 3
BUILDING A



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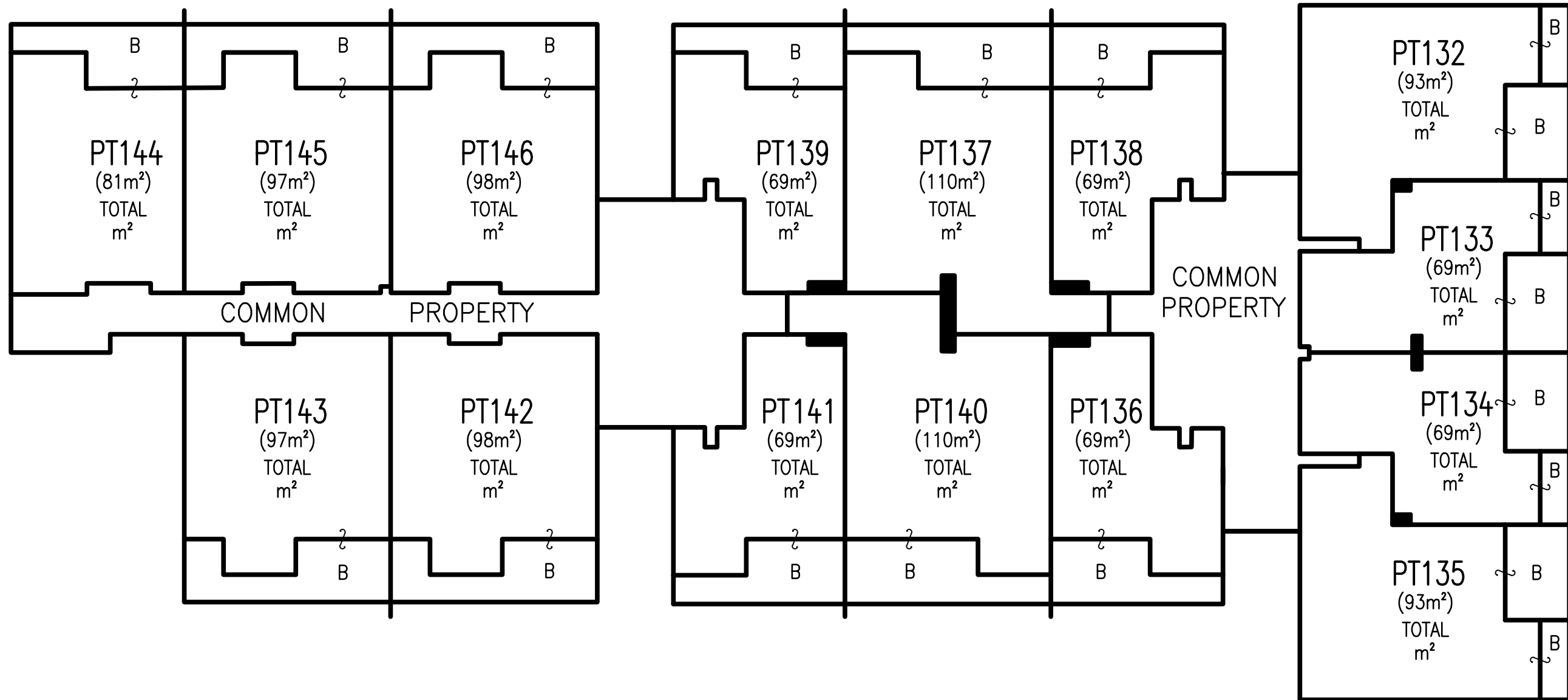
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LEVEL 3
BUILDING B



AREAS INCLUDE BOXED WALLS, FOR ADAPTABLE UNITS, WHICH ARE NOT COMMON PROPERTY

B - BALCONY

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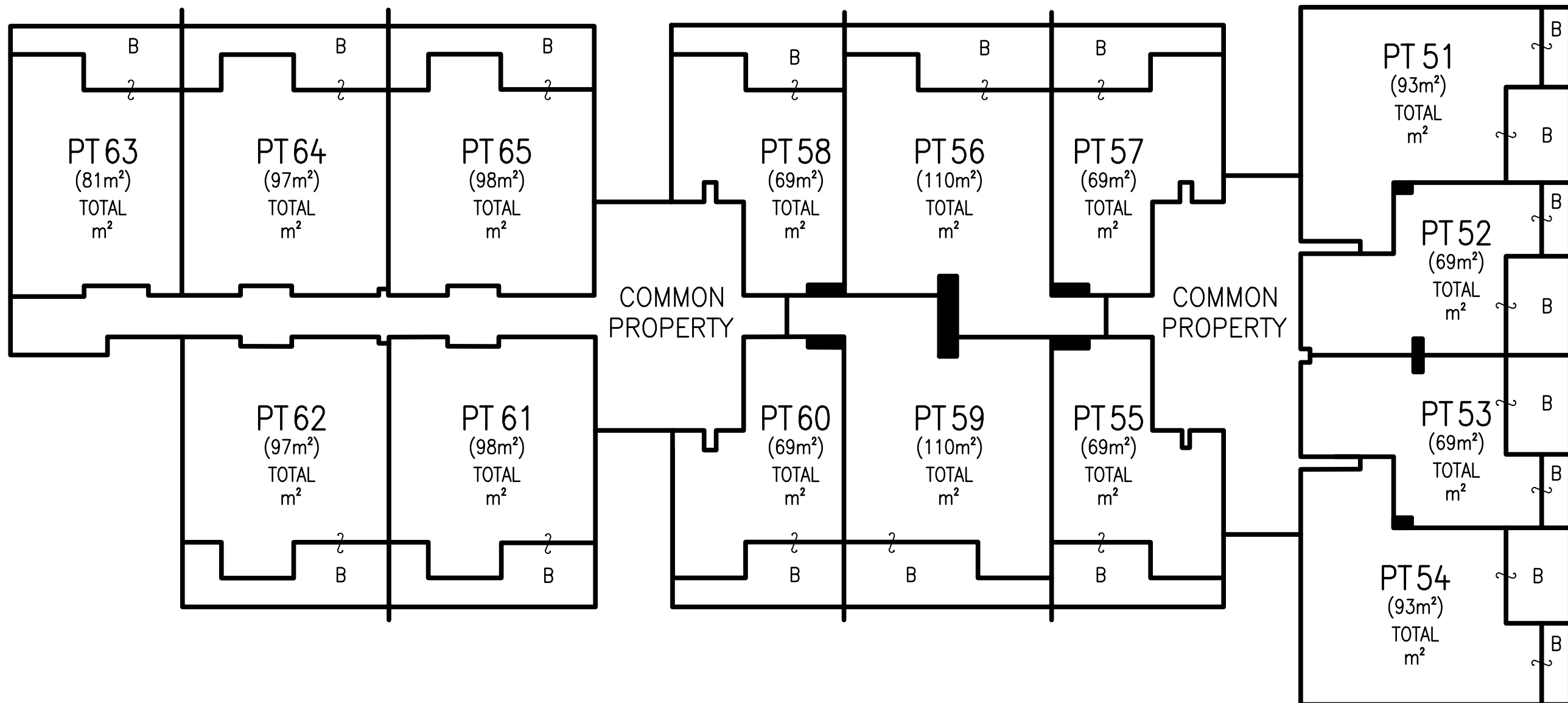
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LEVEL 4
BUILDING A



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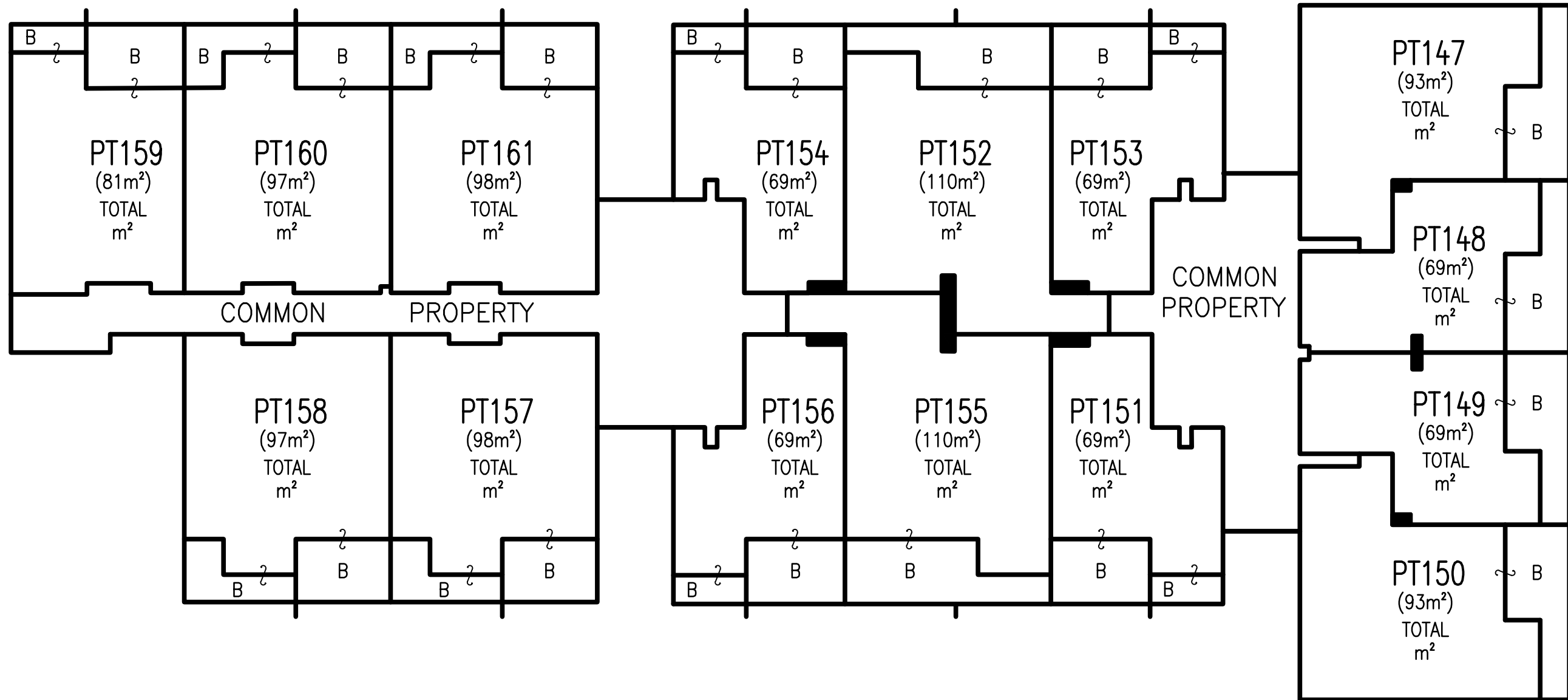
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LEVEL 4
BUILDING B



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B - BALCONY

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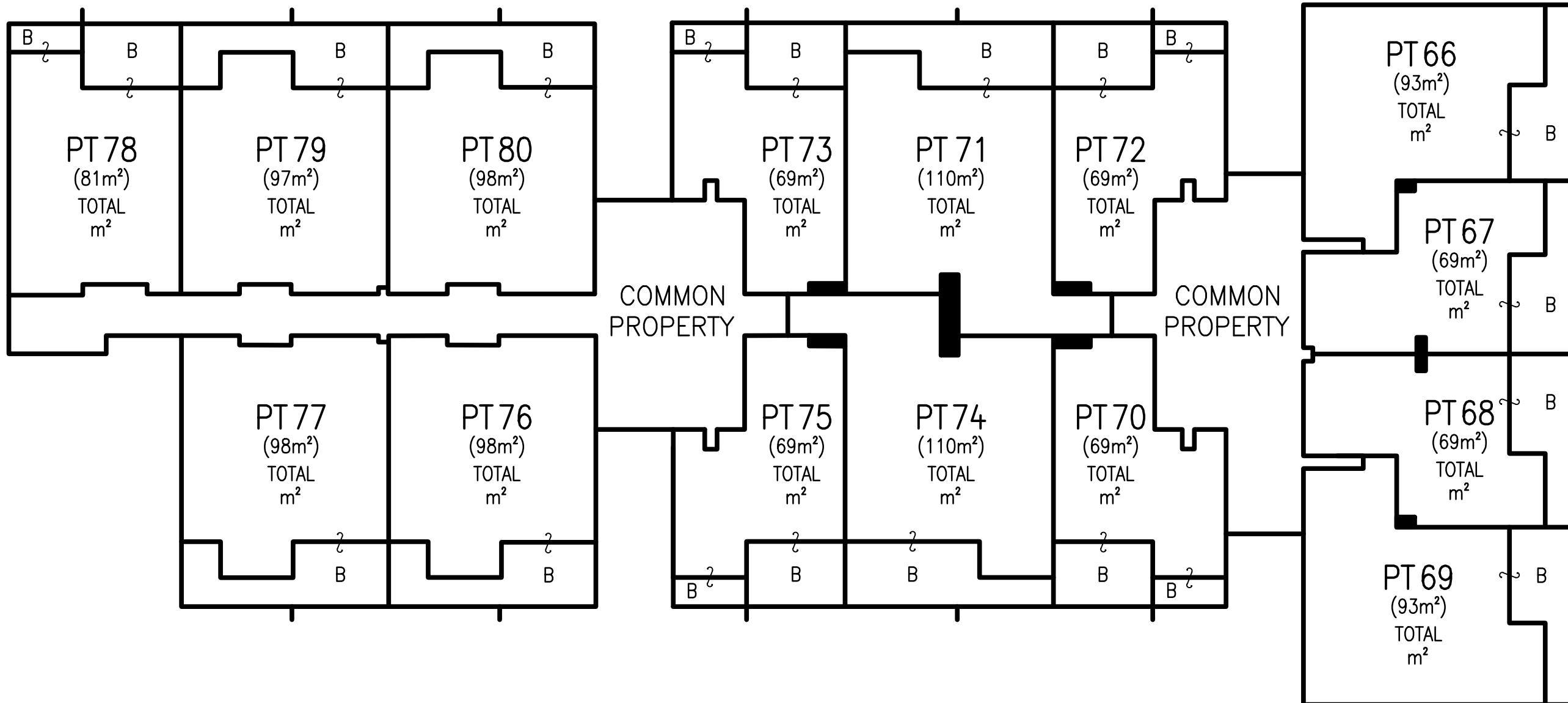
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DWG No.: A2-19-D
REVISION: D

LEVEL 5
BUILDING A



AREAS INCLUDE BOXED WALLS, FOR ADAPTABLE UNITS, WHICH ARE NOT COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES

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B - BALCONY

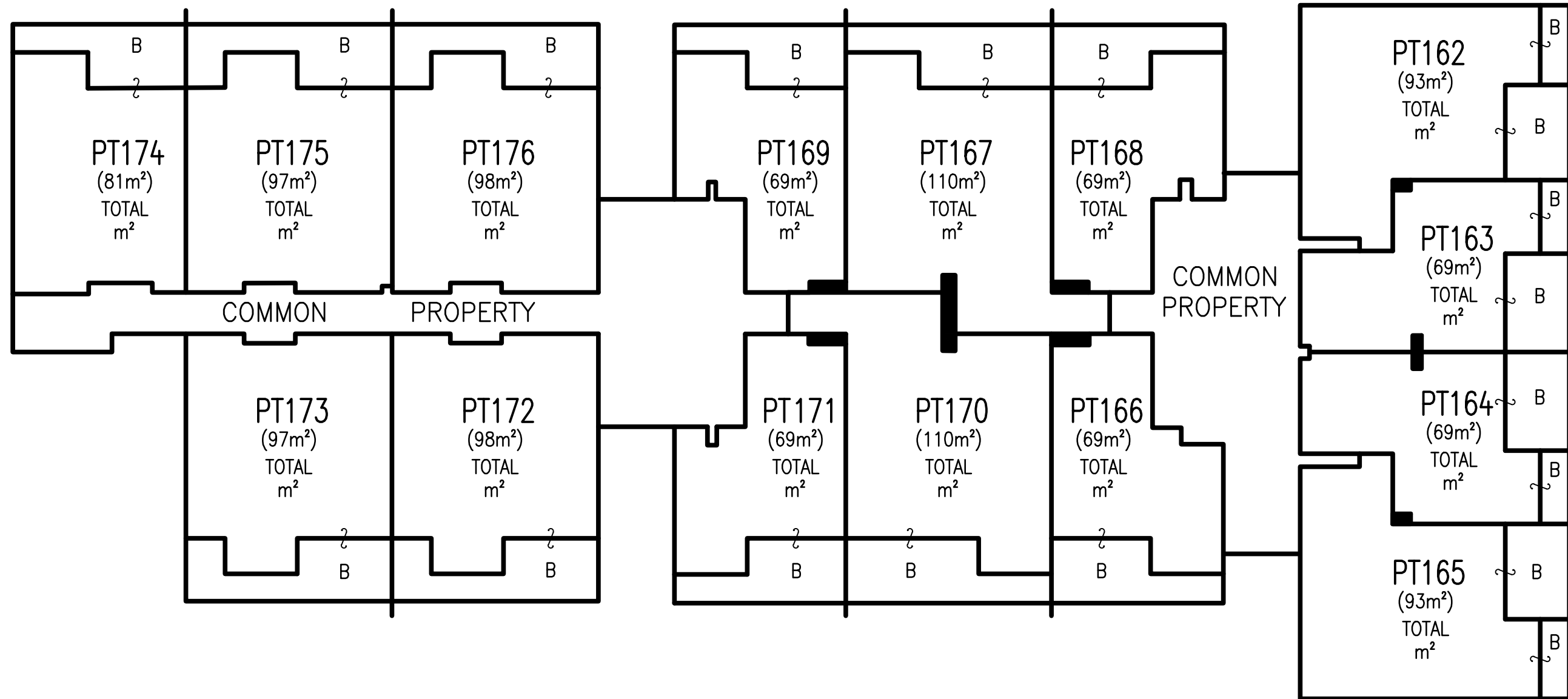
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LEVEL 5
BUILDING B



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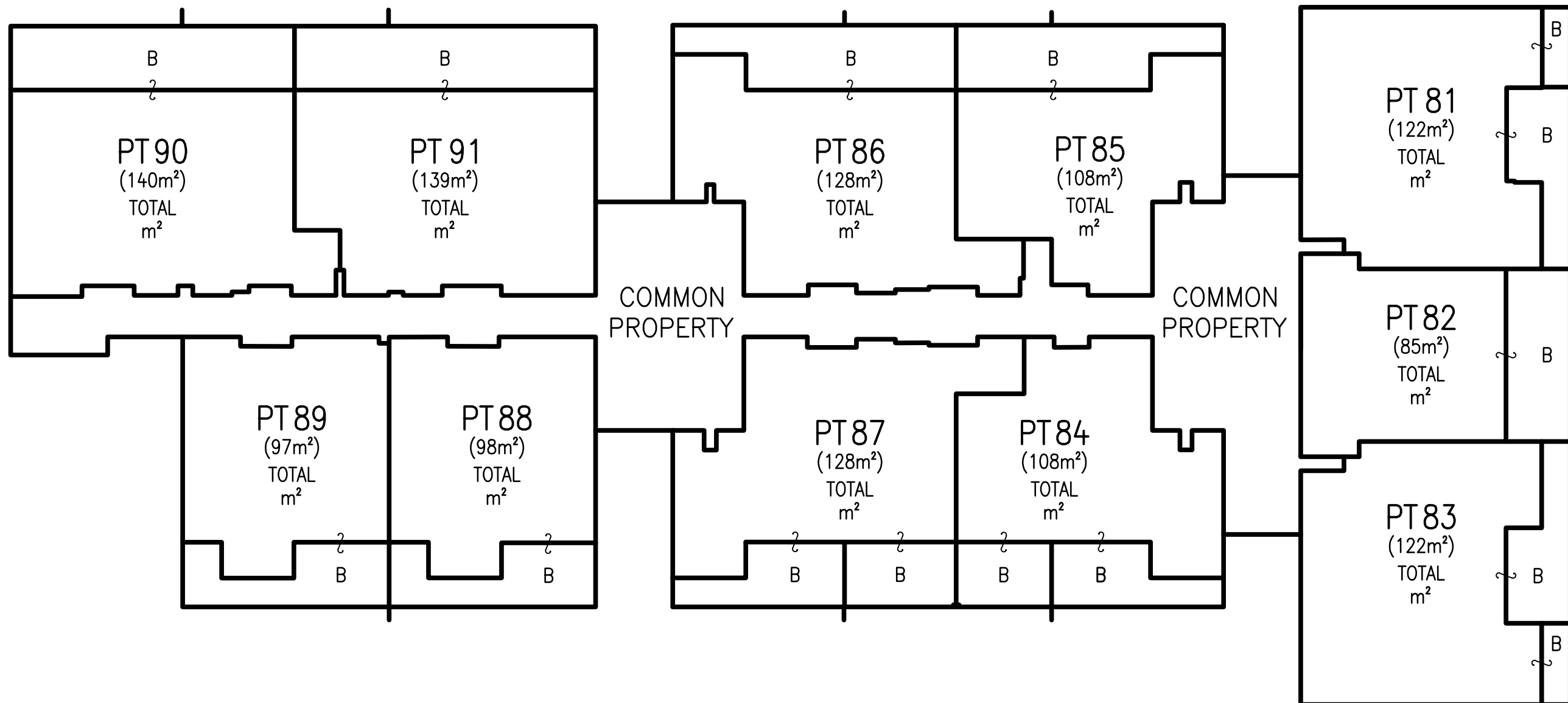
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LEVEL 6
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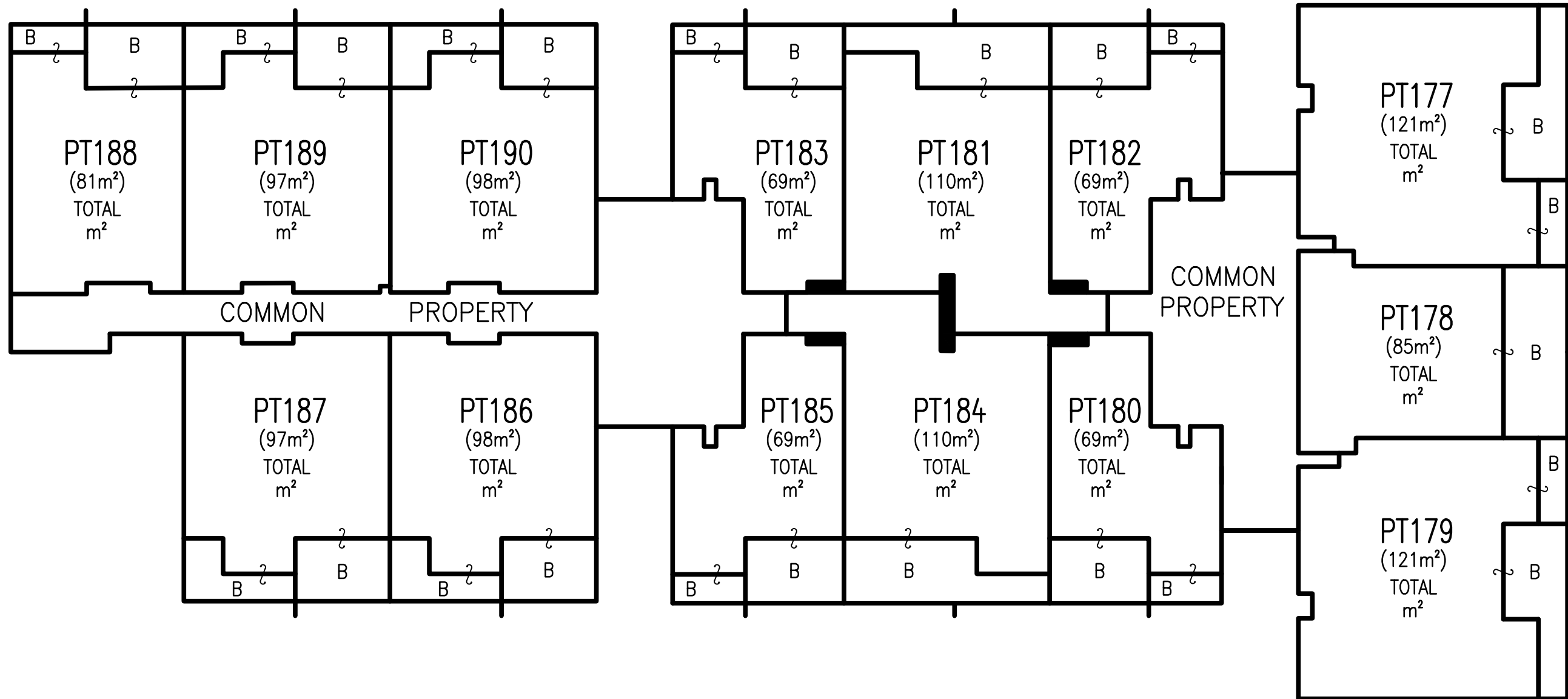
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LEVEL 6
BUILDING B



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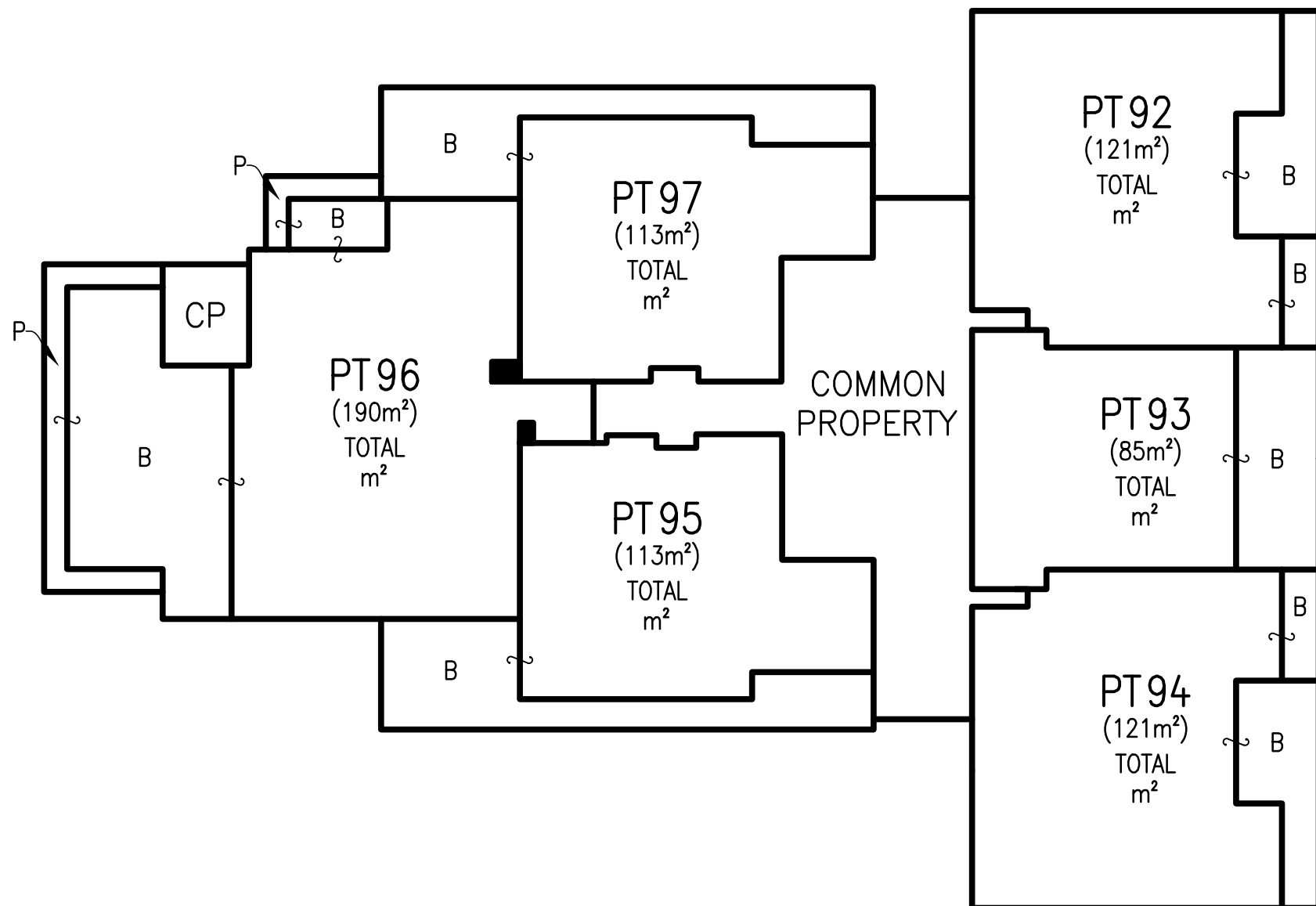
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LEVEL 7
 BUILDING A



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

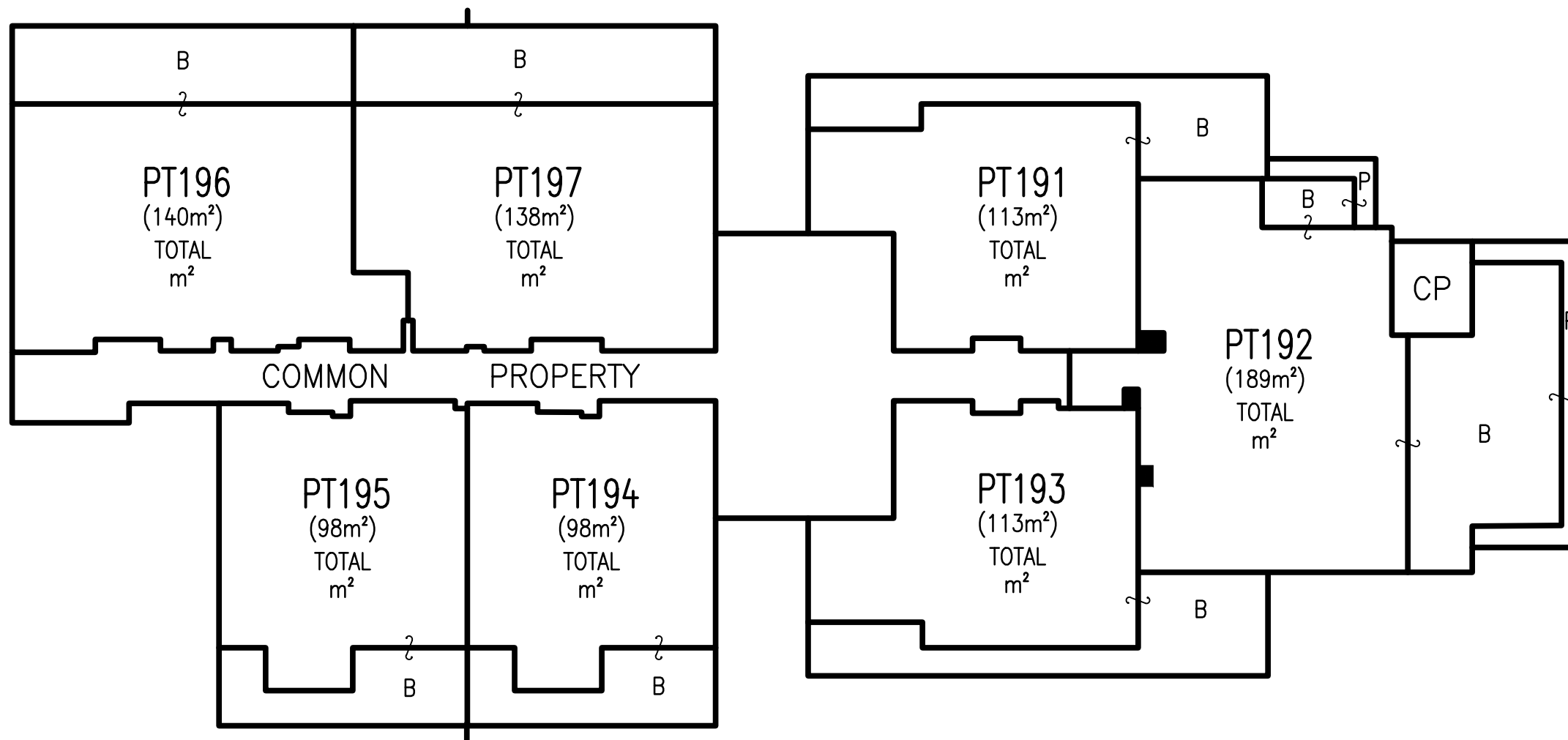
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LEVEL 7
BUILDING B



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B - BALCONY
P - PLANTER

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By-laws for Palisade Miranda

bridges draft



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OPERATIVE PROVISIONS**1. DEFINITIONS AND INTERPRETATION****1.1 Definitions**

These meanings, in any form, apply unless the contrary intention appears:

Apartment means a residential strata lot in Palisade Miranda and includes any Car space or Storage Space forming part of a Lot.

Apartment Air-conditioning Services:

- (a) includes, without limitation:
 - (i) outdoor condensers, cables, conduits, pipes, wires and ducts which are located on or within Common Property and exclusively service an Apartment; and
 - (ii) condensor water pumps; and
 - (iii) switchboards and electrical controllers.
- (b) does not include:
 - (i) costs for electrical consumption by Apartments; or
 - (ii) fan coil units and equipment, cables, conduits, pipes, wires and mechanical ventilation which exclusively service an Apartment in Palisade Miranda.

Balcony means an external balcony within an Apartment as shown on the strata plan for Palisade Miranda.

Building Manager means the building manager appointed from time to time by the Owners Corporation according to by-law 15.

Building Manager's Amenities means the areas of Common Property including an office and any storage areas allocated for use by the Building Manager.

Building Works means works, alterations, additions, damage, removal, repairs or replacement of:

- (a) any Common Property structures, including the Common Property walls, floor and ceiling enclosing your Lot. Common Property walls include windows and doors in those walls; or
- (b) the structure of your Lot; or
- (c) the internal walls inside your Lot (e.g. a wall dividing two rooms in your Lot); or
- (d) any fixtures and installations which are affixed to Common Property and/or connected to Services (e.g. kitchens and bathrooms); or
- (e) Common Property services; or
- (f) services in Palisade Miranda, whether or not they are for the exclusive use of your Lot,

and Building Works:

- (a) includes Flooring Works;
- (b) excludes minor fit out works inside a Lot and minor works or alterations to the interior of Common Property walls in an Lot (e.g. hanging pictures or attaching items to those walls).

Car space means:

- (a) a car space that forms part of a Lot; or
- (b) a car space that is the subject of an Exclusive Use By-Law.

Carwash Bay means the carwash bay(s) located on the ground floor car parking area of Palisade Miranda.

Central Recycling Room means the recycling room(s) located in the basement of Palisade Miranda.

Central Garbage Room means the garbage room(s) located in the basement of Palisade Miranda.

Chute means a garbage/recycling chute(s) with a button the Owner or Occupier must press for either the "garbage" section or the "recyclable" section of the chute to open.

Clubhouse means the Common Property clubhouse and includes all amenities located within the clubhouse.

Common Property means Common Property in Palisade Miranda and personal property of the Owners Corporation.

Common Property Facilities includes the Recreational Facilities and Landscaped Areas.

Council means Sutherland Shire Council and its successors.

Courtyard means an external courtyard within an Apartment as shown on the strata plan for Palisade Miranda.

Developer means Galileo Miranda Nominee Pty Ltd and their successors and assigns.

Development Act means the *Strata Schemes (Freehold Development) Act 1973* (NSW).

EP & A Act means the *Environmental Planning and Assessment Act 1979* (NSW).

Exclusive Use By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4 in part 5 of chapter 2 of the Management Act.

Exclusive Use Plan means the plan attached to these by-laws as **Annexure A**.

Executive Committee means the executive committee of the Owners Corporation.

Flooring Works means works, alterations, additions, removal, major repairs, or replacement any floor surface (e.g. carpet, tiles or timber) in your Lot.

Government Agency means any government or any governmental or semi-governmental administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity or state owned corporation and includes the Council.

Gymnasium means the Common Property gymnasium and includes, without limitation:

- (a) the gymnasium room;
- (b) any amenities within or servicing the gymnasium; and
- (c) all equipment, fixtures and fittings installed or otherwise provided in the gymnasium room.

Landscaped Areas means any Common Property areas that consist of planters, lawn, shrubs, trees and garden areas.

Loading Bay means the loading bay(s) on the ground floor of Palisade Miranda.

Lot means an Apartment.

Management Act means the *Strata Schemes Management Act 1996* (NSW).

Occupier means the occupier, lessee, licensee or person in lawful occupation of a Lot.

Owner means:

- (a) the owner of an Apartment;
- (b) if a Lot is subdivided or re-subdivided, the Owners for the time being of the new Lots;
- (c) for an Exclusive Use By-Law: the owner(s) of the Lot benefiting from the by-law; and
- (d) a mortgagee in possession of a Lot.

Owners Corporation means the Owners Corporation of Palisade Miranda constituted under the Management Act.

Palisade Miranda means Strata Plan No. [TBA]

Planter Boxes means the structure(s) installed on any Balcony or Courtyard of an Apartment and noted on the strata plan as planter boxes which includes garden and/or grass beds, soil and/or plants.

Rail Corridor means the land adjoining in the vicinity of Palisade Miranda on which the all activities, infrastructure and works related to the operation of rail passenger services and any transport services including activities which are additional to or in substitution for any rail service carried out.

Recreational Facilities includes the Gymnasium, Clubhouse and the Swimming Pool.

Rules mean rules made by the Owners Corporation according to by-law 20.

Security Keys means a key, magnetic card or other device or information used in Palisade Miranda to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Services means any services to Palisade Miranda including:

- (a) water, gas and electricity;
- (b) sewerage, stormwater and drainage;
- (c) fire services and systems;
- (d) exhaust and ventilation services and systems;
- (e) telephone, television and other telecommunications; and
- (f) security systems.

Storage Space means a chain-wire storage cage:

- (a) that forms part of a Lot; or
- (b) that is the subject of an Exclusive Use By-Law; or
- (c) that is a separate lot in the Strata Plan.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

Swimming Pool means the Common Property swimming pool and includes, without limitation:

- (a) any amenities located within the surrounding area of the Swimming Pool or otherwise provided for use in conjunction with the Swimming Pool; and

- (b) all equipment, fixtures, fittings and furniture installed or otherwise provided for use in conjunction with or for the operation of the Swimming Pool.

Visitor Parking means any Common Property car spaces designated for “Visitor Parking”.

Visitors means any person on Palisade Miranda with your authority, including any tradesmen and children.

1.2 Reference to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- (a) words that this by-law does not explain have the same meaning as they do in the Management Act;
- (b) the word ‘you’ means an Owner or Occupier;
- (c) a by-law is a reference to the by-laws and Exclusive Use By-Laws under the Management Act which are in force for Palisade Miranda;
- (d) a document (including the by-laws) includes any amendment, addition or replacement of it;
- (e) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (f) the word ‘person’ includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency;
- (g) a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) the singular includes the plural and vice versa; and
- (i) the words ‘include’, ‘including’, ‘for example’ or ‘such as’ are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

1.4 Severability

If the whole or any part or a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

1.5 Discretion in exercising rights

The Owners Corporation and the Executive Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).

1.6 Partial exercise of rights

If the Owners Corporation, Executive Committee, an Owner or an Occupier do not fully exercise a right or remedy at any given time, they may still exercise it later.

1.7 Remedies cumulative

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

2 ABOUT THE BY-LAWS

2.1 Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of Palisade Miranda. They are an essential document for the Owners Corporation and everyone who owns or occupies an Apartment in Palisade Miranda.

2.2 Who must comply with the by-laws?

Owners, Occupiers and the Owners Corporation must comply with the by-laws.

3 EXCLUSIVE USE BY-LAWS

3.1 Purpose of Exclusive Use By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Exclusive Use By-Laws make Owners responsible for the Common Property which they exclusively use or have the benefit of.

3.2 Interpreting this by-law

In this by-law 3, 'you' means an Owner who has the benefit of an Exclusive Use By-Law.

3.3 How to change an Exclusive Use By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel an Exclusive Use By-Law with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law; and
- (b) amend or cancel this by-law 3 only with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law.

3.4 Occupiers may exercise rights

You may allow another Owner or an Occupier to exercise your rights under an Exclusive Use By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Exclusive Use By-Law.

3.5 Regular accounts for your costs

If you are required under an Exclusive Use By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe.

The Owners Corporation may:

- (a) include those amounts in notices for your administrative fund or sinking fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

3.6 Repairing damage

You must repair damage that you (or someone acting on your behalf) cause to the Common Property or the property of another Owner when exercising your rights or complying with your obligations under an Exclusive Use By-Law.

3.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights and complying with your obligations under any Exclusive Use By-Law.

3.8 Additional insurances

In addition to your obligations under by-law 18, you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under an Exclusive Use By-Law.

3.9 Access to exclusive use areas

You must give the Owners Corporation access to the exclusive use or special privilege area to allow the Owners Corporation to exercise its rights and comply with its obligations under the Management Act and the by-laws. Except in an emergency, the Owners Corporation must provide the Owner with reasonable notice before it accesses the area.

4 YOUR BEHAVIOUR AND RESPONSIBILITY FOR OTHERS

4.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of another Lot or Common Property by another Owner or Occupier;
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors;
- (c) smoke cigarettes, cigars or pipes while you are on Common Property or allow smoke from them to enter Common Property;
- (d) obstruct the legal use of Common Property by any person;
- (e) do anything in Palisade Miranda which is illegal; or
- (f) do anything which might damage the good reputation of the Owners Corporation or Palisade Miranda.

4.2 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your Lot;
- (b) the use of your Lot; and
- (c) Common Property to which you have a licence, lease or a right to use under an Exclusive Use By-Law.

The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

4.3 Erecting signs

Owners of Lots and the Owners Corporation are not permitted to erect any signs in and around Palisade Miranda. This includes 'For Sale' and 'For Lease' signs. However, while the Developer is an Owner, the Developer may erect and display 'For Sale' or 'For Lease' signs in or around Palisade Miranda and on Common Property without consent from the Owners Corporation.

4.4 Fire control

You must:

- (a) comply with laws about fire control;
- (b) notify the Owners Corporation if you change a lock on the entry door to your Lot;

- (c) not keep flammable materials on Common Property or in your Car space or any Storage Space;
- (d) not interfere with fire safety equipment; and
- (e) not obstruct fire stairs or fire escapes.

4.5 Goods not to be stored on Common Property

At all times, Common Property must be kept clear of goods and must not be used for storage purposes (other than in designated areas or for the Building Manager's Amenities).

4.6 No parking on Common Property

You must not park or stand a vehicle on Common Property.

4.7 Visitor parking

(a) Who may use the Visitor Parking

If you are an Owner or Occupier of a Lot you may allow your Visitors to park in the allocated Visitor Parking spaces provided your Visitors park there only on a casual basis.

(b) Who cannot use the Visitor Parking

Owners and Occupiers must not park in the Visitor Parking.

4.8 Carpark height restriction

You may not be able to access the carpark or your Car spaces with any motor vehicle (including attachments such as spoilers, low profile tyres, roof racks and antennas) which exceeds the maximum height limitations of the car park.

4.9 You are responsible for others

You must:

- (a) take all reasonable actions to ensure your visitors comply with the by-laws;
- (b) make your Visitors leave Palisade Miranda if they do not comply with the by-laws;
- (c) take reasonable care about who you invite into Palisade Miranda; and
- (d) accompany your Visitors at all times, except when they are entering or leaving Palisade Miranda.

You must not allow another person to do anything which you cannot do under the by-laws.

4.10 Requirements if you lease or licence your Lot

If you lease or licence your Lot, you must:

- (a) provide your tenant or licensee with an up-to-date copy of the by-laws;
- (b) ensure that your tenant or licensee and their Visitors comply with the by-laws; and
- (c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave Palisade Miranda.

5 WHAT ARE YOUR OBLIGATIONS FOR YOUR LOT?

5.1 General obligations

You must:

- (a) keep your Lot clean and tidy and in good repair and condition;
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which services your Lot (whether or not you made the installation or alteration);
- (c) notify the Owners Corporation if you change the existing use of your Lot in a way which may affect its insurance policies or premiums. See by-law 18 for important information about increasing and paying for insurance premiums;
- (d) at your expense, comply with all laws relating to your Lot and requirements of Government Agencies.

5.2 Use of an Apartment

You must use your Apartment for residential purposes only.

5.3 When will you need consent from the Owners Corporation?

Subject to these by-laws, you must have consent from the Owners Corporation to:

- (a) carry out Building Works;
- (b) keep anything in your Lot which is visible from outside the Lot and is not in keeping with the appearance of Palisade Miranda;
- (c) attach or hang an aerial or wires outside your Lot or Palisade Miranda;
- (d) store anything in your Car space (other than a vehicle); or
- (e) enclose your Car space.

5.4 Obligations to keep your Apartment closed

You must keep the front door of your Apartment closed:

- (a) to prevent any odours or smoke emitted whilst cooking from entering the Common Property corridors; and
- (b) to prevent any noise from within your Apartment being audible from the Common Property corridors.

5.5 Balcony or Courtyard of your Apartment

You must ensure in respect to your Balcony or Courtyard:

- (a) that any outdoor furniture kept on your Balcony or Courtyard is of a high quality and finish, commensurate with the quality of Palisade Miranda and is in keeping with the appearance of Palisade Miranda; and
- (b) that it is kept in a good condition, maintained and does not detract from the appearance of your Apartment or Palisade Miranda.
- (c) you obtain the consent of the Owners Corporation to fix furniture, decorative objects, brackets, hangers, shelves, trellises or any other item to the Balcony or Courtyard of your Apartment.
- (d) water catchment trays are installed to any pot plants and planter boxes to prevent water draining or spilling onto the Balcony or Courtyard or through seepage holes.

- (e) any pot plants which are visible from outside Palisade Miranda are well maintained and are healthy, do exceed any weight limit nominated by the Owners Corporation and are not lightweight and prone to being displaced by wind.

5.6 Floor coverings

You must stop the transmission of noise which might unreasonably disturb another Owner or Occupier by keeping the floors in your Apartment covered or treated and obtaining the consent from the Owners Corporation to undertake any Flooring Works.

If at the date of registration of Palisade Miranda, the floors in your Apartment are covered with carpet, floor boards, stone or tiles, then you are responsible (at your cost) for cleaning, maintaining, repairing and where necessary, replacing those floor coverings and not the Owners Corporation.

If you intend to carry out Flooring Works then you must comply with all obligations in these by-laws in the same way as you would for Building Works.

5.7 Window treatments

You must have consent from the Owners Corporation to place solar film or similar treatments on the internal or external surfaces of glass windows and doors in your Apartment.

5.8 Internal window coverings

You:

- (a) may install curtains, blinds, louvres, shutters or other window and door treatments on or in your Apartment provided they have an appearance from outside the Apartment which is white (white curtain linings or sheers are an acceptable method of achieving this); and
- (b) must have consent from the Owners Corporation to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in by-law 5.8(a).

5.9 External Shading and Screening

- (a) You must have consent from the Owners Corporation to install external louvres, shading or screening or other sun shading device in your Apartment, on your Balcony, in your Courtyard or on Common Property.
- (b) In respect to any external louvres you must ensure that you:
 - (i) do not remove or alter any external louvres which were installed to your Apartment by the Developer which have been (or subsequently a replaced with the approval of the Owners Corporation); and
 - (ii) repair any damage you cause to any installed external louvres.

5.10 Cleaning windows

Subject to by-law 5.11, you must clean the glass in windows and doors of your Lot (even if they are Common Property). However, you do not have to clean the glass in windows or doors that you cannot access safely.

5.11 Rights of the Owners Corporation to clean windows

The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in Palisade Miranda. If the Owners Corporation resolves to clean glass in your Lot, you are excused from your obligations under by-law 5.10 for the period the Owners Corporation resolves to clean the glass.

5.12 Cleaning of the exterior of Palisade Miranda

If the Owners Corporation arrange the cleaning of the exterior glass and surfaces of Palisade Miranda you will need to follow the directions of the Building Manager during the cleaning process which may include directions about safety and not accessing your Balcony or Courtyard during the cleaning period.

5.13 Drying your laundry

You must not hang laundry, bedding or other articles on your Balcony, in your Courtyard or in an area of your Apartment (e.g. along windows) that is visible from outside your Apartment. You may hang laundry on the clothes line installed on the Balcony or in the Courtyard of your Apartment provided:

- (a) you must ensure that the clothes line is not moved to another location on your Balcony or in your Courtyard; and
- (b) you must ensure your laundry is not at anytime visible above the balustrade of your Balcony.

5.14 Storage

- (a) You may only use your Storage Space for the storage of household and similar goods. You must not use your Storage Space for parking a vehicle or trailer or as a habitable space.
- (b) You must ensure that you:
 - (i) do not place or store items above the illuminated exclusion line of your Storage Space; and/or
 - (ii) store items in a manner which does not interfere with Services or any exhaust grilles or restricts airflow; and
 - (iii) repair any damage caused to the caging of your Storage Space.
- (c) The Owners Corporation:
 - (i) has the right to inspect your Storage Space to ensure you comply with by-law 5.14(b); and
 - (ii) must maintain the illuminated exclusion line of your Storage Space.

5.15 Car space

If your Apartment contains a Car space, you must not store anything in the Car space other than a vehicle (unless you obtain prior written consent of the Owners Corporation). For the avoidance of doubt, you are not permitted to store any boxes, furniture or other household items in your Car space or place or store any items within your Car space which impedes, blocks or partially blocks any of the exhaust grilles or that interferes with Services or restricts airflow.

You must keep your Car space free from any rubbish or spills (including oil or grease). If your vehicle leaks oil or grease, then you must immediately clean the affected area (including any Common Property). If you fail to clean the affected area, the Owners Corporation may clean the affected area and recover the costs from you.

5.16 Accessible (Disabled) Car space

If your Apartment contains a Car space which is designated as an accessible (disabled) Car space (regardless of whether you require an accessible (disabled) Car space or not), your Car space may be marked with an accessible (disabled) car space symbol. The Owners Corporation shall not be obliged to repair, removed, maintain or replace any accessible (disabled) car space symbol on any accessible (disabled) Car space which is allocated to an Apartment.

5.17 Car space locking equipment

If your Apartment contains a Car space:

- (a) you may install a car space locking device to the surface of your Car space provided:
 - (i) you notify the Owners Corporation of your intention to install a device and provide the specifications of the device to enable the Owners Corporation to verify the device complies with these by-laws;
 - (ii) you receive the Owners Corporation's consent to your intended device in writing before you install the device, which the Owners Corporation shall not unreasonably withhold or delay;

- (iii) the device is battery operated and fabricated by a reputable manufacturer;
 - (iv) the device operation is remote controlled so that you do not have to leave your vehicle in order to lock or unlock the device or to park or leave your Car space;
 - (v) the device is affixed to the surface of your Car space by a simple mechanism which does not affect the integrity or structure of the basement surface enabling the device to be easily removed.
- (b) you may enclose your Car space provided that:
- (i) you obtain consent from the Owners Corporation;
 - (ii) you comply with by-law 11 and the Building Code of Australia with respect to erecting the enclosure; and
 - (iii) as a minimum the enclosure must be chain wire open mesh and cannot be a solid type wall or barrier.
- (c) You must ensure that:
- (i) you do not place or store any items within the enclosure of your Car space which impedes, blocks or partially blocks any of the exhaust grilles, that interferes with Services or restricts airflow; and
 - (ii) you repair any damage caused to the enclosure of your Car space (being either an enclosure installed by the Developer to your Car space or an enclosure installed by you under by-law 5.17(b)).
- (d) The Owners Corporation has the right to inspect the enclosure of your Car space to ensure you comply with by-law 5.17(c).

5.18 Security devices, screens and doors

You must obtain consent from the Owners Corporation before you vary, change or remove any security device, security screen or security door installed in your Apartment.

5.19 Barbecues

You may store and operate a barbeque on the Balcony or in the Courtyard of your Apartment provided:

- (a) it is a covered gas or electric portable barbeque;
- (b) it is not a solid fuel barbeque;
- (c) the barbeque does not produce excessive smoke; and
- (d) you do not allow the food to burn or emit excessive smoke whilst cooking.

5.20 Internet and phone infrastructure

A box containing the fibre optic infrastructure (being the equipment necessary for the provision of internet and phone services to your Apartment) is located in a cupboard in your Apartment. It is important that this box remains uncovered and well ventilated.

You should contact your preferred provider to arrange connection to the fibre optic infrastructure for internet and phone services to your Apartment and for any subsequent troubleshooting or maintenance queries.

5.21 Carwash Bay

The Carwash Bays are available for use during the hours nominated by the Owners Corporation from time to time.

When you use a Carwash Bay for cleaning your vehicle, you must:

- (a) turn off all taps you have used and leave the Carwash Bay clean and tidy;
- (b) comply with the reasonable requirements of the Owners Corporation about using the Carwash Bay;
- (c) only leave your vehicle in the Carwash Bay while you are cleaning your vehicle; and
- (d) not use the Carwash Bay for any period in excess of 1 hour per week.

5.22 Planter Boxes

If your Apartment incorporates Planter Boxes you must:

- (a) not keep or plant vegetation in the Planter Boxes that is inappropriate or likely to cause damage to the Planter Boxes or to the waterproof membrane of the Planter Boxes;
- (b) properly and regularly maintain, water and keep the contents of the Planter Boxes in good condition;
- (c) replace the vegetation in the Planter Boxes as may be required from time to time with the same species of vegetation or in accordance with any direction of the Owners Corporation;
- (d) ensure that when watering the contents of the Planter Boxes that water is not sprayed, spilled or watered onto the Common Property or onto another Apartment; and
- (e) ensure that any vegetation placed within the Planter Boxes does not become overgrown or at anytime exceed the height reasonably determined by the Owners Corporation.

5.23 Rights of the Owners Corporation to enter your Apartment

In addition to its rights under by-law 17, the Owners Corporation and contractors engaged by the Owners Corporation have the right to enter your Apartment to operate, inspect, test, treat, use, maintain, repair or replace Common Property or any Services. The procedures with which the Owners Corporation must comply when it exercises this right are in the Management Act.

5.24 Damage or destruction

If any part of the Common Property is partially destroyed or damaged, the Owners Corporation must as soon as reasonably practicable:

- (a) obtain, at its cost, all necessary Approvals; and
- (b) repair, replace and make good the whole of the destroyed or damaged part of the Common Property to no less a condition than the condition in which it was immediately before the damage or destruction.

The Owners Corporation is not responsible for repairing, replacing or making good any damage or destruction caused to an Apartment. The Owner of the Apartment is responsible for the repair, replacement and making good of their Apartment including all costs.

6 KEEPING AN ANIMAL

6.1 What animals may you keep in your Apartment?

Subject to this by-law, you may keep the following in your Apartment without consent of the Owners Corporation:

- (a) goldfish or other similar fish in an indoor aquarium;
- (b) one domestic cat or one small size dog that does not exceed approximately 12 kilograms in weight when fully grown; and

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

You must obtain the prior consent of the Owners Corporation to keep any other animal.

6.2 Your visitors

You must not allow your Visitors to bring an animal into Palisade Miranda unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and your visitor needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

6.3 When will the Owners Corporation refuse consent?

The Owners Corporation will not give you consent to keep:

- (a) a dog that is vicious, aggressive, noisy or difficult to control;
- (b) a dog that is not registered if that registration is mandatory under the *Companion Animals Act 1998* (NSW) or any other legislation; or
- (c) a dangerous dog as defined under the *Companion Animals Act 1998* (NSW).

6.4 Controlling your animal

You must ensure that any animal you are allowed to keep under this by-law 6 does not wander into another Apartment or Common Property. If it is necessary to take your animal onto Common Property (e.g. to transport it in and out of Palisade Miranda), you must restrain it (e.g. by leash or pet cage) and control it at all times.

6.5 Conditions for keeping an animal

A condition which automatically applies if you keep an animal under this by-law is that the Owners Corporation has the right at any time to order you to remove your animal if:

- (a) it becomes offensive, vicious, aggressive, noisy or a nuisance;
- (b) you do not comply with your obligations under this by-law 6;
- (c) you breach a condition made by the Owners Corporation when it gave you consent to keep the animal; or
- (d) if you keep a dog, your dog is a dangerous dog or is not registered under the *Companion Animals Act 1998* (NSW).

6.6 Other conditions

The Owners Corporation may make other conditions if it gives you consent to keep an animal according to this by-law 6.

6.7 Your responsibilities

You are responsible:

- (a) to other Owners and Occupiers and people using Common Property for:
 - (i) any noise your animal makes which causes unreasonable disturbance; and
 - (ii) damage to or loss of property or injury to any person caused by your animal; and
- (b) to clean up after your animal in your Apartment and on Common Property;
- (c) to ensure that your Apartment or Balcony or Courtyard does not emit any odours or contain vermin associated with your animal.

7 MOVING IN AND FURNITURE DELIVERIES AND REMOVALS

7.1 General requirements

You must make arrangements with the Owners Corporation at least 48 hours before you move in or out of Palisade Miranda or move large articles (e.g. furniture) through Common Property.

7.2 What are your obligations?

When you take deliveries or move furniture or goods through Palisade Miranda you must:

- (a) use the Loading Bay;
- (b) comply with the reasonable requirements of the Owners Corporation, including the requirement to pay a bond and fit an apron cover to the elevator to be used by you;
- (c) repair any damage you (or the person making the delivery) cause to Common Property; and
- (d) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of Common Property.

7.3 Role of the Building Manager

The Owners Corporation may appoint the Building Manager to assist it to perform its functions under this by-law and if this happens, you must:

- (a) make arrangements in advance with the Building Manager when you move in or move out of Palisade Miranda; and
- (b) comply with the reasonable requirements of the Building Manager when you take deliveries or move furniture or goods through Palisade Miranda.

8 HOW TO DISPOSE OF YOUR GARBAGE

8.1 General requirements

Subject to the by-laws, you must not deposit or leave garbage or recyclable materials:

- (a) on Common Property other than in the Chute which is closest to your Apartment;
- (b) in an area of your Apartment which is visible from the outside of your Apartment; or
- (c) in the Car space or Storage Space of your Apartment.

8.2 What are your obligations?

You must:

- (a) transport to and dispose of your household garbage via the Chute which is closest to your Apartment;
- (b) transport to and store your recyclable materials in the Chute which is closest to your Apartment;
- (c) for bulkier or large items of garbage, which will not fit down the Chute, you must contact the Building Manager to arrange removal (at your cost) or for permission to take your item to the Central Garbage Room, Central Recycling Room or bulky goods repository;
- (d) drain and securely wrap your household garbage before you place it in the Chute;
- (e) recycle your garbage and recyclable materials according to instructions from your Owners Corporation and Government Agencies;
- (f) drain and clean bottles and other recyclable items (and ensure that they are not broken) before you place them in the proper receptacles in the Chute;

- (g) contact the Building Manager to remove (at your cost) any articles which Council will not remove as part of its normal garbage storage and removal service.

8.3 Requirements for garbage disposal

You must not:

- (a) put bottles or glass in the garbage section of the Chute;
- (b) put liquids in the garbage section of the Chute;
- (c) put items that weigh more than 2.5 kilograms in the garbage section of the Chute;
- (d) put boxes or large items in the garbage section of the Chute that might block it; or
- (e) use the garbage section of the Chute between the hours of 10.00 pm and 6.00 am.

8.4 Requirements for recycling disposal

You must not:

- (a) put household garbage in the recycling section of the Chute;
- (b) put liquids in the recycling section of the Chute;
- (c) put boxes or large items in the recycling section of the Chute that might block it; or
- (d) use the recycling section of the Chute between the hours of 10.00 pm and 6.00 am.

8.5 Cleaning up spills

If you spill garbage or other rubbish on Common Property or in the Central Garbage Room or in the Central Recycling Room, you must immediately remove the garbage or rubbish and clean the affected area.

8.6 Obligations of the Owners Corporation

The Owners Corporation must:

- (a) provide or ensure provision of a sufficient number of garbage and recycling receptacles in the Central Garbage Room and the Central Recycling Rooms for the storage of household garbage and recyclable materials;
- (b) maintain, repair and clean the Chute, Central Garbage Room and the Central Recycling Rooms;
- (c) maintain, repair and clean the receptacles located in the Central Garbage Room and the Central Recycling Rooms;
- (d) arrange for the regular removal of garbage from the Central Garbage Room and the Central Recycling Rooms unless this service is provided by Council; and
- (e) arrange for the regular removal of garbage and recyclable materials, liquids or other articles which Council will not remove as part of its normal garbage collection services (at the relevant Owner or Occupier's cost).

9 STORMWATER SYSTEM

9.1 What is the stormwater system?

Palisade Miranda has a stormwater drainage, retention, bio-filtration and re-use system.

9.2 Who maintains the stormwater system?

The Owners Corporation must maintain the stormwater system.

9.3 What are your obligations?

You must not interfere with the stormwater system in anyway.

10 USE OF THE COMMON PROPERTY FACILITIES

10.1 Who administers the Common Property Facilities?

The Owners Corporation must administer the Common Property Facilities on behalf of all Owners and Occupiers.

10.2 What are the rules for use?

The Owners Corporation may:

- (a) make Rules regarding use of the Common Property Facilities and post those Rules in or near the respective areas including but not limited to Rules which:
 - (i) ensure that an adult exercising effective control accompanies children under 18 who are in your care when the children use the Recreational Facilities;
 - (ii) prohibit glass (e.g. drinking glasses) or sharp objects being brought in or onto the Recreational Facilities;
 - (iii) prohibit any person from doing anything that might be dangerous when using the Recreational Facilities;
 - (iv) require that parties must not make noise or behave in a way that might or does interfere with the use and enjoyment of the Recreational Facilities by another Owner or Occupier;
- (b) restrict and secure access to the Common Property Facilities;
- (c) implement a booking or roster system for use of the Recreational Facilities;
- (d) permit Owners or Occupiers to use the Recreational Facilities for functions (including a fee) to the exclusion of other Owners and Occupiers during the function;
- (e) temporarily suspend access to or close the Recreational Facilities.

10.3 Can the Owners Corporation impose conditions on use?

The Owners Corporation may impose such conditions on the use of the Recreational Facilities as it determines to be reasonable.

10.4 Who maintains equipment and furniture?

The Owners Corporation must maintain and repair, and where necessary, replace any equipment and furniture comprising the Common Property Facilities.

You must:

- (a) not cause any damage to any Common Property Facilities;
- (b) compensate the Owners Corporation and be liable for any damage to any Common Property Facilities caused by you or your Visitors.

10.5 What happens if you fail to comply with the rule of use?

Your right to use the Common Property Facilities is conditional on you complying (and ensuring your Visitors comply) with any rules or conditions of use imposed by the Owners Corporation on use of the Common Property Facilities from time to time. If you fail to comply with those rules, the Owners Corporation may suspend your right to use the Common Property Facilities (including de-activating your security key allowing you access to those areas).

10.6 Swimming Pool requirement

Subject to by-law 10.2(a), you may not use the Swimming Pool before 7.00am or after 9.00pm, on any day.

11 CARRYING OUT BUILDING WORKS

11.1 When do you need consent?

Subject to this by-law 11, you must have consent from the Owners Corporation to carry out Building Works.

11.2 When is consent not necessary?

You do not need consent from the Owners Corporation under this by-law 11 to:

- (a) if you are the Developer, erect a 'For Sale' or 'For Lease' sign according to by-law 4.3;
- (b) alter or remove an Inter-Tenancy Wall according to by-law 12; or
- (c) carry out Building Works which you are entitled to carry out under an Exclusive Use By-Law.

However, you must comply with by-laws 11.3 to 11.5 when you carry out the Building Works.

11.3 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

- (a) obtain necessary consents from any Government Agencies and provide a copy to the Owners Corporation;
- (b) comply with any other reasonable requirements of the Owners Corporation including providing any reports, plans, certifications which accompanied your application to or approval from any Government Agencies or was obtained pursuant to an obligation under your approval from any Government Agencies;
- (c) find out where Service lines and pipes are located;
- (d) obtain consent from the Owners Corporation if you propose to interfere with or interrupt Services; and
- (e) if you do not need consent of the Owners Corporation and/or any Government Agencies to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works.

11.4 Procedures when you carry out Building Works

If you carry out Building Works, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors acceptable to the Owners Corporation (acting reasonably);
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage you (or persons carrying out the Building Works for you) cause to Common Property or the property of another Owner or Occupier.

11.5 Making arrangements with the Owners Corporation

- (a) Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must arrange with the Owners Corporation a suitable time and means by which to access Palisade Miranda for purposes associated with those Building Works;
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access Palisade Miranda; and

- (c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation including as to their qualifications, insurance and about the times and means by which they must access Palisade Miranda.

11.6 During Building Works

While you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:

- (a) ensure the Building Works are undertaken in such a way as to cause minimum disturbance or inconvenience to the Owners and Occupiers of other Lots in and any owner of adjoining land;
- (b) repair any damage the Owner (or persons carrying out the Building Works for the Owner) cause to Common Property or the property of another Owner or Occupier;
- (c) complete the Building Works within a reasonable period after commencement, subject to any extension necessitated by reasons beyond the Owner's control (such as inclement weather).

11.7 After Building Works

After you carry out Building Works (including Building Works for which you did not require consent from the Owners Corporation), you must:

- (a) provide a copy of any requisite compliance or occupation certificate for those Building Works required or issued under the EP & A Act;
- (b) where any Services or Common Property structure was altered, provide a copy of the plans and certifications from suitably qualified persons relating to the as-built works affecting those Services or Common Property.

11.8 Indemnity

The Owner indemnifies the Owners Corporation against the following:

- (a) any liability or expenses arising out of the Building Works, including any liability for damage as a consequence of the Building Works being carried out;
- (b) any sums payable by the Owners Corporation by way of increased premiums for effecting and maintaining building damage insurance and/or public liability insurance, where the use of the relevant area of the Common Property or the Building Works is a substantial contributing factor to the increased premiums;
- (c) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the Common Property, or other property or person insofar such as injury, loss or damage arises out of, in the course of or by reason of the execution of the Building Works; and
- (d) any sums payable by the Owners Corporation by way of costs or expenses of inspection or certification of the Building Works (or an increase in costs or expenses).

12 INTER-TENANCY WALLS

12.1 When may you alter or remove an Inter-Tenancy Wall?

Subject to this by-law 12, you may alter or remove an Inter-Tenancy Wall if:

- (a) you own the Apartments separated by the Inter-Tenancy Wall or you have the consent of the owner of the adjoining Apartment;
- (b) it is not a structural wall;
- (c) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer acceptable to the Owners Corporation (acting reasonably) certifying that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Apartments (including services to those Apartments); and

- (d) you comply with the procedures in this by-law 12.

Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Tenancy Wall.

12.2 What consents are necessary?

You do not need consent from the Owners Corporation to alter or remove an Inter-Tenancy Wall provided that you comply with the requirements of by-law 12.1. However, you must obtain all necessary consents from Government Agencies before you alter or remove an Inter-Tenancy Wall.

12.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an Inter-Tenancy Wall that you:

- (a) carry out the work in the method certified by the structural engineer under by-law 12.1;
- (b) if appropriate, comply with the Development Act including to register any necessary building alteration plan;
- (c) comply with by-laws 11.3 to 11.5; and
- (d) acknowledge for yourself and future Owners of your Apartment that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall.

13 EXCLUSIVE USE OF APARTMENT AIR-CONDITIONING SERVICES

13.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-laws 3.4 to 3.8 apply to this Exclusive Use By-Law.

13.2 Interpreting this by-law

In this Exclusive Use By-Law, 'you' means the Owner of each Apartment.

13.3 How does air-conditioning in Palisade Miranda work?

Apartments in Palisade Miranda are serviced by a reverse cycle system of air-conditioning. Each Apartment has an individual fan cooled unit (or units) located in their Apartment which is connected through pipes and wires to their own outdoor condenser unit located in the allocated Common Property condenser plant area.

13.4 Exclusive use rights

The Owner of each Apartment has:

- (a) exclusive use of the Apartment Air-conditioning Services which exclusively services their Apartment; and
- (b) the special privilege to connect to and use the Apartment Air-conditioning Services which exclusively service their Apartment.

13.5 What are your obligations?

You must, at your cost:

- (a) operate, maintain and repair, and where necessary, replace Apartment Air-conditioning Services exclusively servicing your Apartment;
- (b) use contractors approved by the Owners Corporation to maintain, repair and replace Apartment Air-conditioning Services exclusively servicing your Apartment; and
- (c) comply with the requirements of Government Agencies about Apartment Air-conditioning Services.

15.4 Agreements after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager after the Initial Period:

- (a) the term of the agreement may be for the period determined by the Owners Corporation (acting reasonably) complying with the Management Act; and
- (b) the remuneration of the Building Manager under the agreement may be the amount determined by the Owners Corporation (acting reasonably).

15.5 What provisions must be included in an agreement?

If permitted by law, an agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

15.6 Duties of the Building Manager

If permitted by law, the duties of a Building Manager under an agreement with the Owners Corporation (in its own right) may include:

- (a) caretaking, supervising and servicing Common Property;
- (b) supervising cleaning and garbage removal services;
- (c) supervising the repair, maintenance, renewal or replacement of Common Property;
- (d) coordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (e) coordinating the carrying out of Building Works;
- (f) managing the Security Key system and providing Security Keys according to the by-laws;
- (g) providing services to the Owners Corporation, Owners and Occupiers;
- (h) supervising employees and contractors of the Owners Corporation;
- (i) supervising Palisade Miranda generally;
- (j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Palisade Miranda; and
- (k) utilising the Building Manager's Amenities in conjunction with the Building Manager's duties.

16 LICENCES

16.1 Powers of the Owners Corporation

The Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property. The Owners Corporation may exercise its powers under this by-law 16 only by ordinary resolution at a general meeting.

16.2 What provisions may a licence include?

Licences the Owners Corporation grants under this by-law 16 may include provisions about:

- (a) payments under the licence;

- (b) the term of the licence;
- (c) the permitted use of the licensed areas;
- (d) the maximum number of persons allowed in the licensed area;
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

17 COMMON PROPERTY

17.1 Easements

Where some items of Common Property are burdened by easements, you and the Owners Corporation:

- (a) must comply with your obligations under those easements; and
- (b) must not do anything to prevent the benefited parties under those easements from exercising their rights to use Common Property under those easements.

17.2 What are your obligations?

Subject to these by-laws, you must:

- (a) use Common Property equipment only for its intended purpose;
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in Palisade Miranda on your behalf.

17.3 When will you need consent from the Owners Corporation?

Subject to the by-laws, you must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property;
- (b) remove anything from Common Property that belongs to the Owners Corporation; and
- (c) interfere with the operation of Common Property equipment.

18 INSURANCE PREMIUMS

18.1 Consent from the Owners Corporation

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

18.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law 18, it may make conditions that require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

19 SECURITY AT PALISADE MIRANDA

19.1 Obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to stop intruders coming into Palisade Miranda and prevent fires and other hazards.

19.2 Installation of security equipment

The Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of Palisade Miranda.

19.3 Restricting access to Common Property

Subject to this by-law 19, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to an Apartment;
- (b) restrict by Security Key your access to levels in Palisade Miranda where you do not own or occupy an Apartment or have access to according to an Exclusive Use By-Law;
- (c) charge you a fee if you request additional or replacement Security Keys; and
- (d) allow security personnel employed or contracted by the Owners to use part of Common Property to operate or monitor security at Palisade Miranda.

19.4 Providing Owners and Occupiers with Security Keys

Subject to this by-law, if the Owners Corporation exercises its rights under by-law 19.3, it may provide you with a Security Key for the relevant part of Common Property.

19.5 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys it issues for Common Property;
- (b) require you to promptly return Security Keys it issues to you to the Owners Corporation to be re-coded; and
- (c) charge you a fee or a bond if you require extra or replacement Security Keys.

19.6 What are your obligations?

In regards to Security Keys issued by the Owners Corporation according to this by-law 19, you must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys;
- (b) take all reasonable steps not to lose Security Keys;
- (c) immediately notify the Owners Corporation if you lose a Security Key; and
- (d) return Security Keys to the Owners Corporation if you do not need them or if you are no longer an Owner or Occupier.

19.7 Closing doors

You must take reasonable care to make sure that fire and security doors in Palisade Miranda are locked or closed when they are not being used.

19.8 Procedures if you lease or licence your Apartment

If you lease or licence your Apartment, you must include a requirement in the lease or licence that the Occupier return Security Keys issued by the Owners Corporation to the Owners Corporation when they no longer occupy your Apartment.

19.9 Some prohibitions

You must not:

- (a) copy a Security Key or give a Security Key to someone who is not an Owner or Occupier;
- (b) interfere with security cameras or surveillance equipment; or
- (c) do anything that might prejudice the security or safety of Palisade Miranda.

19.10 Security for each Building

To ensure the highest level of security is given to each Lot Owner or Occupier of Palisade Miranda each building will be secured separately where you will only have access to the building that you own or occupy.

20 RULES

20.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of Palisade Miranda and, in particular, the use of Common Property.

20.2 Changing the Rules

The Owners Corporation may add to or change the Rules at any time.

20.3 What are your obligations?

You must comply with the Rules.

20.4 Inconsistency

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

21 HOW ARE CONSENTS GIVEN?

21.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by the Owners Corporation or the Executive Committee at a meeting of the Executive Committee.

21.2 Conditions

The Owners Corporation or the Executive Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

21.3 Can consent be revoked?

The Owners Corporation or the Executive Committee may revoke their consent if you do not comply with conditions made by them when they gave your consent or the by-law under which they gave you consent.

22 RAIL CORRIDOR

22.1 Obligations of the Owners Corporation

The Owners Corporation must comply with all obligations of the Owners Corporation in respect to the Rail Corridor and any Common Property which relates to those obligations.

22.2 Additional obligations relating to the Rail Corridor

Each Owner and the Owners Corporation must comply with all obligations, easements, covenants and restrictions on use imposed by any Government Agency to ensure the continuation or implementation of requirements relating to the safety and protection of the Rail Corridor and its operations.

23 INDIGENOUS SPECIES

The Owners Corporation must comply with Council's 'Native Plant Selector' with respect to indigenous species when planting new trees at Palisade Miranda.

24 FAILURE TO COMPLY WITH BY-LAWS

24.1 What can the Owners Corporation do?

The Owners Corporation may do anything to your Apartment that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

24.2 Procedures

The Owners Corporation must give you a written notice specifying when it will enter your Apartment to do the work. You must:

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

24.3 Recovering money

The Owners Corporation may recover any money you owe it under the by-laws as a debt.

25 APPLICATIONS AND COMPLAINTS

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

SIGNING PAGE

Executed by **GALILEO MIRANDA**)
NOMINEE PTY LIMITED (ACN 600 937 504))
pursuant to section 127 of the *Corporations*)
Act 2001:)
)

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary

[insert Annexure A]

Draft Instrument – Palisade Miranda

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

(Sheet 1 of 3 sheets)

Plan: Plan of Subdivision of Lot [###] in DP[###] covered by Subdivision Certificate No. Dated

Full name and address of the owner of the land: Galileo Miranda Nominee Pty Limited
(ACN 600 937 504)
Level 9
1 Alfred Street
SYDNEY NSW 2000

Part 1 (CREATION)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
	Strata Plan <i>services easements</i>	<i>tba</i>	<i>tba</i>
	Strata Plan <i>services easements</i>	<i>tba</i>	<i>tba</i>
	Positive Covenant <i>tba</i>	<i>tba</i>	Transport for NSW (Railcorp) - <i>tba</i>

Part 2 (Terms)

1. INTERPRETATION

1.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Term	Definition
Authorised User	means every person authorised by the Grantee for the purposes of an easement, positive covenant and restriction on use created by this instrument. Subject to the terms of an easement, positive covenant and restriction on use, an Authorised User includes, without limitation, the tenants, lessees, sub-lessees, employees, agents, contractors, licensees and invitees of the Grantee.
Council	means Sutherland Shire Council or its successors.
Common Property	means the Common Property contained within Strata Plan ###.
Development Act	means the <i>Strata Schemes (Freehold Development) Act 1973</i> (NSW).
Easement Site	means in relation to an easement or covenant in this instrument: (a) the site of an easement or covenant on the Plan; and (b) all items within the site of the easement or covenant identified on the Plan which are the subject of the instrument.

Plan: Plan of Subdivision of Lot ## in DP## covered by Subdivision Certificate No.
Dated

Grantee	means the owner of a Lot Benefited.
Grantor	means the owner of a Lot Benefited or which relates to Common Property, the owners corporation under the Development Act in respect of a Lot Burdened.
Lot Benefited	means a lot benefited by an easement or covenant in this instrument.
Lot Burdened	means a lot burdened by an easement, restriction or covenant in this instrument.
Plan	means the plan of subdivision to which this instrument relates.

1.2 References to certain terms

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

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

1.3 Headings

Headings do not affect the interpretation of this instrument.

1.4 Positive covenants and maintenance requirements

A requirement in an easement which requires a Grantee or Grantor to maintain or repair an Easement Site or any thing in an Easement Site is a positive covenant according to section 88BA of the *Conveyancing Act 1919* (NSW).

1.5 Notice to occupier

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

1.6 Easements are covenants and agreements between Grantees and Grantors

The conditions, covenants and restrictions in each easement, right of way, covenant and restriction on use in this instrument are covenants and agreements between:

- (a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and
- (b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment,

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements, rights of way, covenants and restrictions on use.

DEPOSITED PLAN ADMINISTRATION SHEET

<p style="text-align: right; font-size: small;">Office Use Only</p> <p>Registered: Title System: Purpose:</p>	<p style="text-align: right; font-size: small;">Office Use Only</p> <p style="text-align: center; font-size: 24pt; font-weight: bold;">DRAFT</p> <p style="text-align: center; font-weight: bold;">PRINTED 27 MAY 2016 ISSUE 1</p>
<p>PLAN OF CONSOLIDATION OF LOTS 27 TO 40 (INCLUSIVE) IN DP 7580</p>	<p>LGA: SUTHERLAND Locality: MIRANDA Parish: SUTHERLAND County: CUMBERLAND</p>
<p>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>	<p style="text-align: center;">Survey Certificate</p> <p>I, <u>MARK JOHN ANDREW</u>..... of Linker Surveying Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010 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 2012</i>, is accurate and the survey was completed on:</p> <p>*(b) The part of the land shown in the plan (being[^]excluding[^].....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature: Dated:</p> <p>Surveyor ID:</p> <p>Datum Line:</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p><small>*Strike through if inapplicable.</small></p> <p><small>[^]Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I..... *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: Accreditation number: Consent/Authority: Date of Endorsement: Subdivision Certificate no: File number:</p> <p><small>*Strike through if inapplicable</small></p>	<p>Plans used in the preparation of survey/compilation</p> <p style="text-align: center; margin-top: 20px;">If space is insufficient continue on PLAN FORM 6A</p>
<p>STATEMENTS of intention to dedicate public roads, public reserves and drainage easements, acquire/resume land.</p>	<p>Plans used in the preparation of survey/compilation</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>SURVEYORS REFERENCE: 150324 CONSOL</p>

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Office Use Only

Registered:

PLAN OF CONSOLIDATION OF LOTS 27 TO 40 (INCLUSIVE) IN DP 7580

Subdivision Certificate No:

Date of Endorsement:

DRAFT
PRINTED 27 MAY 2016
ISSUE 1

This sheet is for the provision of the following information as required:

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

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 150324 CONSOL

Office Use Only

Office Use Only

Registered:

PLAN OF CONSOLIDATION OF LOTS 27 TO 40 (INCLUSIVE) IN DP 7580

Subdivision Certificate No:

Date of Endorsement:

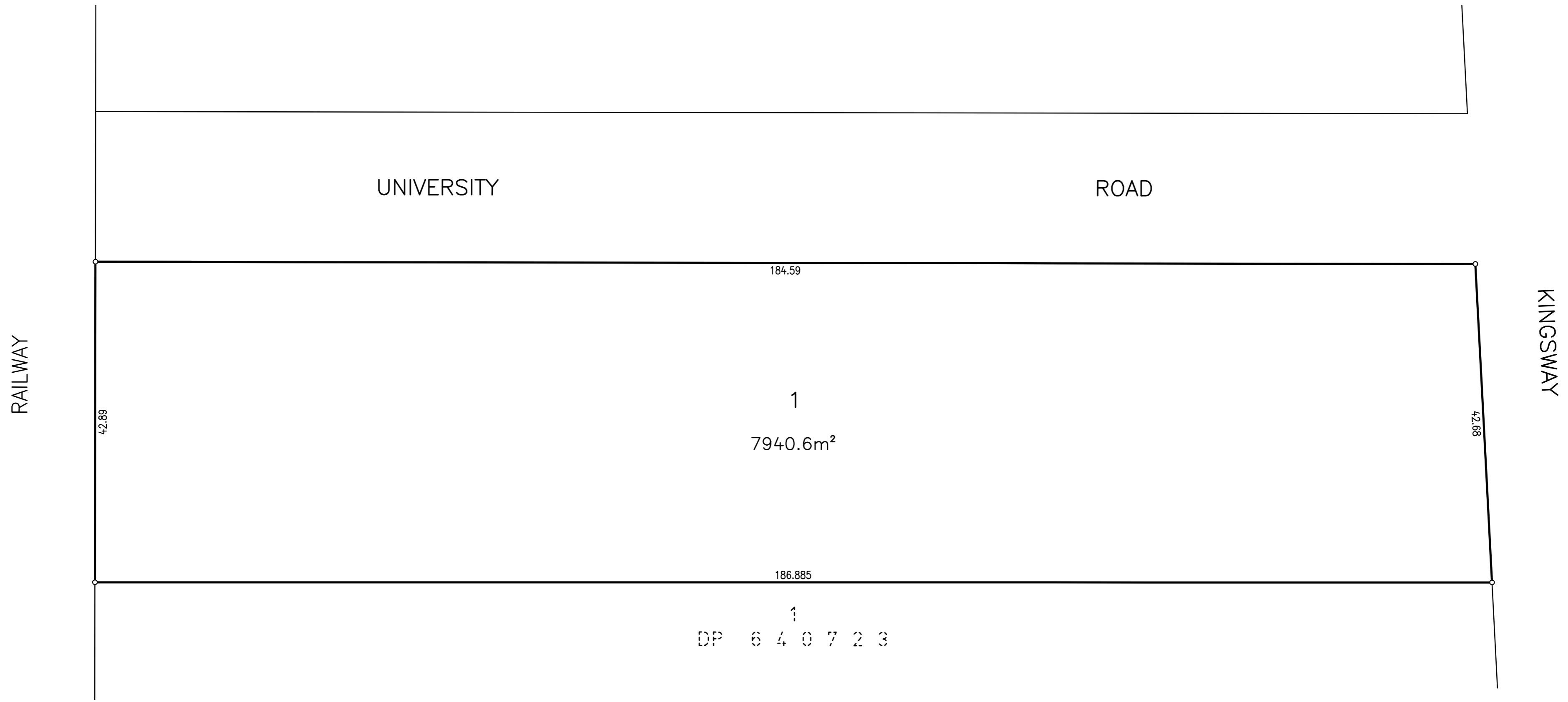
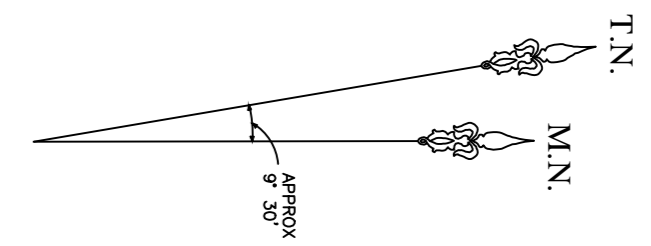
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If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 150324 CONSOL



DIMESIONS & AREA SUBJECT TO FINAL SURVEY

Surveyor: MARK JOHN ANDREW Date of Survey: Surveyor's Ref: 150324 CONSOL	PLAN OF CONSOLIDATION OF LOTS 27 TO 40 (INCLUSIVE) IN DP 7580	LGA: SUTHERLAND Locality: MIRANDA Subdivision No: Lengths are in metres. Reduction Ratio 1: 400(A2)	REGISTERED CONTRACT PLAN Plan compiled from architectural CAD data. Plan is subject to final survey after completion of construction.	DRAFT PRINTED 27 MAY 2016 ISSUE 1
--------------------------------------------------------------------------------	------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------

PALISADE

MIRANDA

RESIDENCES

~ SCHEDULE OF FINISHES ~

LIVING / DINING / ENTRY	
Walls	Painted Plasterboard
Floors	Engineered timber boards or tiles if selected
Ceiling	Painted Plasterboard
Lighting	LED Downlights
KITCHEN	
Floors	Engineered timber boards or tiles if selected
Ceiling	Painted Plasterboard
Lighting	LED Downlights
Benchtops	Caesarstone
Cupboards	Veneered doors and melamine carcass
Appliances - 1 & 2 Bed Units	Smeg - Dishwasher, Oven, Gas cooktop, Microwave and ducted Rangehood
Appliances - 3 Bed Units	Smeg - Dishwasher, Oven, Gas cooktop, Microwave ducted Rangehood and Fisher & Paykel - integrated single door Refrigerator
Appliances - Penthouse Units	Smeg - Dishwasher, Oven, Gas cooktop, Microwave ducted Rangehood and Fisher & Paykel - integrated French door Refrigerator, Water Filter
BEDROOM/S	
Walls	Painted Plasterboard
Floors	Carpet
Ceiling	Painted Plasterboard
Lighting	LED Downlights
Wardrobes	Veneered doors and melamine carcass
BATHROOM/ENSUITE (WHERE APPLICABLE)	
Walls	Ceramic tiles
Floors	Porcelain tiles
Ceiling	Painted Plasterboard
Lighting	LED Downlights
Vanity (top)	Mirror fronted cupboard and melamine carcass
Vanity (bottom)	Porcelain slab
Shower Screen	Semi-framed clear glass
Vanity Basin	Vitreous China, Wall Mounted
Toilet Suite	Vitreous China, concealed cistern
Bath (where applicable)	Enameled Steel
Accessories	Toilet roll holder, towel rail, shower rose, soap holder
LAUNDRY	
Walls	Ceramic tiles/Painted Plasterboard
Floors	Porcelain tiles
Ceiling	Painted Plasterboard
Lighting	LED Downlights
Appliance	Fisher & Paykel Dryer
Tub	Stainless Steel
BALCONY	
Walls	Render/Engineered Timber Panel Cladding
Floors	Tile
Ceiling	Painted Concrete
Lighting	LED Wall mounted lights
Water Outlet	Hose tap (Ground floor courtyard and penthouse apartments)

BUILDING SERVICES	
Lifts	2 Passenger lifts in each of Atlantic and Pacific to all levels including carparks
Garbage	Combined Garbage and Re-cycling chute to all lift lobbies
Hydraulic/gas	Centralised gas hot water system, natural gas to apartment cooktops
Mechanical	Apartment Air Conditioning system with individual remote outdoor condenser unit per Apartment
Electrical	Entry Hallway: GPO; Living/Dining: GPO, SMATV outlet, data; Kitchen: GPO; Master Bedroom: GPO, FTA outlet, data; Bedrooms (where applicable): GPO, FTA outlet, data; Study (where applicable): GPO, data; Bathroom/ensuite (where applicable): GPO; Laundry: GPO
Internet	Cabled for Internet - connection by Owner
Pay television	Cabled for Pay TV - connection by Owner, Provision for future Fibre - connection by Owner
Fire Services	Detectors, hydrants and sprinklers to carparks
Security	Intercom to apartments from entries. Security access control to entry doors include carpark. CCTV to carpark and common areas

BUILDING ENVELOPE	
Building structure	Concrete frame
Walls	Concrete/Light Weight Cladding
Ground floor walls	Stone cladding
Glazing	Aluminium framed with glass and hardware

ENTRANCE LOBBY TO ATLANTIC AND PACIFIC	
Walls	Painted Plasterboard/Stone Cladding
Floors	Tile
Ceiling	Painted Plasterboard
Lighting	LED Downlights

APARTMENT ACCESS CORRIDORS ON EACH LEVEL	
Walls	Painted Plasterboard/Stone Cladding
Entry Doors	Solid core door
Floors	Tiles
Ceiling	Painted Plasterboard
Lighting	LED Downlights

CARPARK	
Walls	Concrete structure
Floors	Concrete
Ceiling	Concrete
Parking Spaces	Individually numbered
Storage Cages	Individually numbered
Bike storage	Located on basement levels
Garbage Rooms	Located on basement 1
Bulky Goods Store	Located at ground
Car wash bays	Located at basement 2

NOTE	
Ceilings Heights in Apartment Living/Dining, Bedroom and Kitchen areas are generally 2700mm. On occasion bulkheads will drop to 2400mm to accommodate services.	

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
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*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)* :
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
 - (a) Have the provisions of the *Local Government Act, the Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
- 16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
- 17. If a swimming pool is on the common property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18.
 - (a) If there are any party walls, please 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.
 - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

- 19. In respect of the property and the common property:
 - (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination of them?

Owners corporation management

- 20. Has the initial period expired?
- 21. If the property includes a utility lot, please specify the restrictions.
- 22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
- 23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

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

Requisitions and transfer

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

1 Privacy Statement

This privacy statement explains how the vendor uses and discloses personal information which it holds about you and the privacy rights you have in relation to that information. A reference in this privacy statement to:

- the vendor is also a reference to related entities of the vendor;
- the contract is a reference to the contract for the sale of land between you and the vendor (or, if you are a guarantor, the contract between the purchaser whose performance you are guaranteeing and the vendor); and
- the property is a reference to the property which is the subject of the contract;

How the vendor uses your personal information:

- (a) in connection with the vendor's business including in connection with;
 - (i) the purchase, development and sale of land;
 - (ii) raising finance in connection with those uses;
 - (iii) internal reporting;
 - (iv) direct marketing; and
- (b) for the management of the contract.

To whom the vendor discloses your personal information

The vendor may disclose your personal information, if it is necessary to do so, to:

- (a) the vendor's related entities;
- (b) persons in connection with a proposed sale of an interest in the vendor's business;
- (c) agents engaged by the vendor and notified to you;
- (d) contracts and service providers involved in the construction and finishing and, if party relevant, the management of the property and the development of which it is part;
- (e) the vendor's professional advisors in connection with the sale of the vendor's business (including the sale of the property);
- (f) the vendor's financiers; and
- (g) the owners corporation and, if relevant, the building management committee for the property,

and of whom may be located outside Australia.

Your rights

You need not give the vendor any of the personal information it requests. However, all information requested from you is essential for the vendor to enter into a contract for the sale of this property.

You may request access at any time to personal information held by the vendor about you and ask the vendor to correct it if you believe it is incorrect or out of date.

Your authority to the vendor

By entering the contract for sale of the property you:

- acknowledge having read and understood this privacy statement;
- authorise the vendor to collect, maintain, use and disclose your personal information in the manner set out in this privacy statement; and
- undertake to provide a copy of this privacy statement to each principal, company officer or partner that you purport to represent.

Palisade Miranda

Binding Notification Form pursuant to Contract for Sale of Land between Galileo Miranda Nominee Pty Limited ACN 600 937 504 (Vendor) and (Purchaser)

Apartment Number _____ Building Name _____ Lot Number _____

Item No.	Description	Clause in Contract	Purchaser Selection/Disclosure
1.	Colour Scheme	Clause 38.12 & front page of contract	<input type="checkbox"/> Ivory <input type="checkbox"/> Onyx
2.	Flooring Scheme	Clause 38.11 & front page of contract	<input type="checkbox"/> Timber <input type="checkbox"/> Tiles
3.	Integrated Fridge* * option to upgrade applies to 1 & 2 bedroom apartments subject to Integrated Fridge Upgrade Cost	Clause 38.10 & front page of contract	<input type="checkbox"/> No <input type="checkbox"/> Yes
4.	FIRB – for individuals* (to be completed by the purchaser regardless of whether a foreign person) * where the purchaser is a company please complete details in item 7 on page 2 of this form	Clause 43 & front page of contract	<input type="checkbox"/> No <input type="checkbox"/> Yes Purchaser Nationality (as it appears on passport) (1) _____ (2) _____ Please tick appropriate box: <input type="checkbox"/> Australian citizen <input type="checkbox"/> Permanent Resident <input type="checkbox"/> Foreign investor/purchaser Purchaser Address (1) _____ (2) _____ Identification provided with this form: <input type="checkbox"/> passport <input type="checkbox"/> drivers licence <input type="checkbox"/> other _____
5.	Depreciation Schedule	Clause 49	<input type="checkbox"/> No <input type="checkbox"/> Yes
6.	TFN	Clause 2	Where the purchaser has paid a cash deposit please provide a TFN: (1) _____ (2) _____

The purchaser/s acknowledge that:

- (a) it is providing the information in items 1, 2, 3 & 5 in accordance with its obligations under the contract for sale and authorises the Vendor's solicitor to complete the front page of the contract, where applicable, with the relevant selection; and
- (b) it is disclosing the information in items 4 & 7 to enable the Vendor to comply with its reporting requirements with the Foreign Investment Review Board.

Signature of purchaser/s:

.....

Date:

Item No.	Description	Clause in Contract	Purchaser Selection/Disclosure
7.	FIRB – for companies (to be completed by the purchaser regardless of whether a foreign company)	Clause 43 & front page of contract	<input type="checkbox"/> No <input type="checkbox"/> Yes Director Name & Nationality (as it appears on passport) (1) _____ (2) _____ Please tick appropriate box: <input type="checkbox"/> Australian citizen <input type="checkbox"/> Permanent Resident <input type="checkbox"/> Foreign investor/purchaser Shareholder Name & Nationality (as it appears on passport) (1) _____ (2) _____ Please tick appropriate box: <input type="checkbox"/> Australian citizen <input type="checkbox"/> Permanent Resident <input type="checkbox"/> Foreign investor/purchaser If the purchaser is a trustee of a trust*: Beneficiary/Unitholder Name & Nationality (as it appears on passport) (1) _____ (2) _____ Please tick appropriate box: <input type="checkbox"/> Australian citizen <input type="checkbox"/> Permanent Resident <input type="checkbox"/> Foreign investor/purchaser * individual information in item no. 4 above must also be completed for the Beneficiary/Unitholder