

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Osborn George 20A William Street, Raymond Terrace NSW 2324 Email: joel.osborn@osborngeorge.com.au	Ref: Joel Osborn

co-agent

vendor

vendor's solicitor	JLA Conveyancing Unit 3, 20 Sturgeon Street, Raymond Terrace NSW 2324 PO Box 531, Raymond Terrace NSW 2324 Email: hello@jlaconveyancing.com.au	Phone: (02) 4988 6879 Ref: ST:260066
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date for completion **42nd day after the contract date (clause 15)**

land (address,
plan details and
title reference) **35 Peachey Circuit, Karuah NSW 2324**
Lot 509 in Deposited Plan 1234310
Folio Identifier 509/1234310

☒ VACANT POSSESSION ☐ subject to existing tenancies

improvements ☒ HOUSE ☒ garage ☒ carport ☐ home unit ☐ carspace ☐ storage space
☐ none ☒ other: Detached Shed; Patio.

attached copies ☒ documents in the List of Documents as marked or as numbered:
☐ other documents:

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

inclusions	☐ air conditioning	☒ clothes line	☒ fixed floor coverings	☒ range hood
	☒ blinds	☐ curtains	☒ insect screens	☒ solar panels
	☒ built-in wardrobes	☒ dishwasher	☒ light fittings	☒ stove
	☒ ceiling fans	☐ EV charger	☐ pool equipment	☒ TV antenna
	☒ other: Ducted Air-conditioning; Smoke alarm; Auto Garage door with remote; Outdoor rangehood; Outdoor ceiling fan; Microwave oven in kitchen.			

exclusions **Potted plants; TV & Wall Bracket in Shed; Garage shelving; Carpet tiles in garage; Garage Fridge; LPG Gas Bottles (rented).**

purchaser

purchaser's solicitor

price \$

deposit \$ (10% of the price, unless otherwise stated)

balance \$

contract date (if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER																								
Signed by _____ Vendor _____ Vendor	Signed by _____ Purchaser _____ Purchaser																								
VENDOR (COMPANY)	PURCHASER (COMPANY)																								
Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: <table border="0"> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Signature of authorised person</td> <td>Signature of authorised person</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Name of authorised person</td> <td>Name of authorised person</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Office held</td> <td>Office held</td> </tr> </table>	_____	_____	Signature of authorised person	Signature of authorised person	_____	_____	Name of authorised person	Name of authorised person	_____	_____	Office held	Office held	Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: <table border="0"> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Signature of authorised person</td> <td>Signature of authorised person</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Name of authorised person</td> <td>Name of authorised person</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Office held</td> <td>Office held</td> </tr> </table>	_____	_____	Signature of authorised person	Signature of authorised person	_____	_____	Name of authorised person	Name of authorised person	_____	_____	Office held	Office held
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Choices

Vendor agrees to accept a **deposit-bond**

☐ NO ☐ yes

Nominated Electronic Lodgement Network (ELN) (clause 4):

PEXA

Manual transaction (clause 30)

☒ NO ☐ yes

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

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

Land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**
(GST residential withholding payment)

☒ NO ☐ yes

(if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

General ☒ 1 property certificate for the land ☒ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☒ 8 sewerage infrastructure location diagram (service location diagram) ☐ 9 sewer lines location diagram (sewerage service diagram) ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☒ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☒ 22 form of requisitions ☐ 23 <i>clearance certificate</i> ☐ 24 land tax certificate Home Building Act 1989 ☒ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	Strata or community title (clause 23 of the contract) ☐ 33 property certificate for strata common property ☐ 34 plan creating strata common property ☐ 35 strata by-laws ☐ 36 strata development contract or statement ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development or management contract or statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate under Strata Schemes Management Act 2015 ☐ 57 information certificate under Community Land Management Act 2021 ☐ 58 disclosure statement - off-the-plan contract ☐ 59 other document relevant to off-the-plan contract Other ☐ 60
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • 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</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.
- 7 Claims by purchaser**
- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *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, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
 - 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
 - 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
 - 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- Purchaser**
- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to ~~terminate~~.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

35 Peachey Circuit, Karuah 2324

33. Alterations to the printed form of 2022 NSW Contract for Sale of Land

- 33.1 Clause 7.1.1 is amended by deleting '5%' and replacing with '\$1.00'.
- 33.2 Clause 18 is amended by including additional Clause 18.8 *'The purchaser cannot make a claim, requisition, objection or delay completion after entering into possession of the property'*.
- 33.3 Clause 25 is amended as follows:
 - 33.3.1 Delete the words *'qualified, limited'* in Clause 25.1.1.
 - 33.3.2 Delete the words *'7 days'* and replace with *'21 days'* in Clause 25.2.
 - 33.3.3 Delete Clause 25.7 in its entirety.
- 33.4 Clauses 23.13 and 23.14 are deleted and the Purchaser has the Vendor's express authority to make application for the required Certificate.
- 33.5 Should there be any inconsistency between the 2022 NSW Contract for Sale of Land Clause, pages 1 to 21 inclusive, and these additional Special Conditions, then it is expressly agreed by the parties that these additional Special Conditions shall apply with regard to any such inconsistency.
- 33.6 In the event there are Clauses or Conditions which are void or voidable, then the Vendor shall be entitled to nominate in writing to the Purchaser's legal representative that such Clauses or Conditions may be severed from the Contract for Sale and such severance shall not affect the validity or enforceability of the remaining Clauses in this Contract for Sale.

34. Agreement between Vendor and Purchaser

- 34.1 The Purchaser agrees and acknowledges that this Contract for Sale constitutes the entire agreement between the Vendor and Purchaser.
- 34.2 The Purchaser agrees and acknowledges that they enter this Contract for Sale not relying upon any advertisement, agreement, brochure, condition, stipulation, statement, warranty or representation made to them by, or on behalf of, the Vendor whatsoever, except as expressly set out in this Contract for Sale.

35. Completion

- 35.1 Completion shall take place on the Completion Date as nominated on the front page of the Contract for Sale, being no later than 5pm AEST on that day.
- 35.2 In the event completion has not taken place on the Completion Date as referred to the on the front page of this Contract for Sale, then either party hereto, not being in default hereunder, shall be entitled to serve on the defaulting party a Notice to Complete making time of the essence.
- 35.3 The parties agree that fourteen (14) days shall be reasonable for the purposes of the Notice to Complete as referred to in Special Condition 35.2 above.
- 35.4 In the event the Vendor serves a Notice to Complete upon the Purchaser, the Vendor shall be entitled to claim an amount of \$400.00 exclusive of GST for the Vendor's further legal expenses of issuing such Notice. Such amount shall be paid to the Vendor on settlement, which will form an essential term of this Contract.

36. Death, Mental Incapacity or Bankruptcy of parties

- 36.1 Notwithstanding and without negating, restricting or limiting those rights which would have been available to the Vendor and/or Purchaser at Law or in Equity, if either party, or any one or more of them, shall:
 - 36.1.1 Die; or

36.1.2 Become mentally incapacitated, as defined by the *Mental Health Act*, after entering into this Contract for Sale;

then, the other party may, by notice in writing to the other party's legal representative as nominated on this Contract for Sale, rescind this Contract, whereupon the provisions of Clause 19 shall apply.

36.2 Should the Purchaser be declared bankrupt or enter into any scheme or make any assignment of their estate for the benefit of creditors, then the Vendor shall be entitled to rescind this Contract for Sale, whereupon the provisions of Clause 19 shall apply.

36.3 In the event the Purchaser is a company, should the company resolve to go into liquidation or be subject to a petition for the company to be wound up; or should a liquidator, receiver or official manager be appointed with respect of such resolution for liquidation or winding up, then the Purchaser Company shall be deemed to be in default hereunder and the Vendor shall be at liberty to exercise all or any of its rights conferred under this Contract for Sale, notwithstanding the Vendors rights under any Guarantor clause.

37. Deposit if Contract exchanged subject to Section 66S of the Conveyancing Act, 1919

(Cooling-off period)

37.1 Should the parties agree that on the making of this Contract that the deposit may be paid by instalments, then notwithstanding any other provision of this Contract, the Purchaser shall pay the deposit by instalments as follows:

37.1.1 A sum being 0.25% of the purchase price to be paid on or before the date of this Contract;

37.1.2 A sum being the remainder of the ten per cent (10%) deposit, to be paid on or before the expiration of the cooling- off period in accordance with clauses 2.1 and 2.2 of the printed Contract;

37.2 The parties hereto acknowledge that the agreement to pay the deposit by instalments is part of the consideration for this Contract.

38. Deposit by Instalments

38.1 The Purchaser acknowledges that the deposit payable hereunder is ten per cent (10%) of the purchase price. If the Vendor on the making of this Contract agrees that the deposit may be paid by instalments, then notwithstanding any other provision of this Contract, the Purchaser shall pay the deposit by instalments as follows:

38.1.2 the sum equivalent to five per cent (5%) of the purchase price is to be paid on or before the date of this Contract for Sale in accordance with the provisions of 2.1 and 2.2 of the printed Contract; and

38.1.3 the balance of the deposit on or before completion of this Contract and the provisions of clause 2.3 shall apply.

38.2 The parties hereto acknowledge that the agreement to pay the deposit by instalments is part of the consideration for this Contract.

38.3 If the Purchaser commits a breach entitling the Vendor to terminate this Contract for Sale, then the whole of the ten (10%) deposit as stipulated on the front page of this Contract for Sale will become immediately due and payable to the Vendor, notwithstanding this Contract is not completed.

38.4 The Vendor shall be entitled to sue the Purchaser for recovery for so much of the ten per cent (10%) deposit which remains outstanding and payable by the Purchaser.

38.5 This Clause shall not merge on completion.

39. Electronic Signatures & Alterations

- 39.1 The parties acknowledge that in the event signatures which are photocopies, facsimile, email or any other electronic signature are used by either the Vendor or the Purchaser, then such electronic signature is acceptable for the purposes of exchange of Contracts.
- 39.2 The parties cannot make any claim, objection, requisition, delay completion, rescind or terminate this Contract for Sale due to the provisions of this Clause 39.
- 39.3 The parties hereby agree to be bound to any amendment or alteration made to this Contract for Sale, made on their behalf by their legal representative.

40. Interest for Delayed Completion

- 40.1 If the Purchaser fails to complete this Contract by the completion date, then, and without prejudice to all other remedies and causes of action available to the Vendor, the Purchaser shall be obliged to pay to the Vendor on completion, in addition to the balance of the purchase monies, an amount calculated at eight per cent (8%) per annum interest on the purchase price.
- 40.2 Such interest shall be calculated on a daily rate, payable from the completion date up to and including the actual date of completion.
- 40.3 It is an essential term of this Contract for Sale that such interest be paid to the Vendor, in the event the Vendor is entitled to same, due to the failure by the Purchaser to complete this Contract for Sale on the completion date.

41. Requests by Purchaser

- 41.1 Should the parties agree that a cooling-off period or finance clause will apply to this Contract and the Purchaser requests an extension of time for such period or clause, following an exchange of Contracts, then, the Purchaser shall pay a fee of \$150.00 to the Vendor's Conveyancer being for the Vendor's additional legal costs incurred as a result of the Purchaser's request, made for the Purchaser's benefit.
- 41.2 Should the Purchaser request any change to the Completion Date following the exchange of Contracts, or make a request for early access, then the Purchaser shall pay a fee of \$170.00 to the Vendor's Conveyancer being for the Vendor's additional legal costs incurred as a result of such request, made for the Purchaser's benefit.

42. Present State of Condition & Repair and Inclusions

- 42.1 The property, land and improvements subject to this Contract for Sale and all inclusions and fixtures are sold to the Purchaser in their current state of condition and repair, with all defects both latent and patent, subject to any contamination, dilapidation and/or infestation, subject to any non-compliance and/or any breach of Council Planning Regulations, Council Development Control Plans, State Planning Legislation, Australian Building Codes, Restrictions or Covenants, Landscape and/or Design Guidelines or Design Review Committee approval processes. The Purchaser acknowledges they have made and rely upon their own inquiries, investigations and have satisfied themselves as to the property, land and improvements prior to entering this Contract for Sale and shall not be entitled to call upon the Vendor to carry out any works, repairs or maintenance whatsoever to the property, the improvements or the inclusions or fixtures.
- 42.2 The Purchaser acknowledges none of the inclusions, unless otherwise stated, are new. Further, the Purchaser accepts the said inclusions on the date on which the Purchaser is entitled to possession of the property in their current state of condition and repair, with allowance for reasonable wear and tear. The Vendor shall not be held liable or responsible for the mechanical breakdown of any inclusions between the date of this Contract for Sale and the date upon which the Purchaser takes possession or ownership of the property.
- 42.3 The Purchaser will accept the property on settlement or at the time of taking possession with any in-situ hooks, stickers, minor cosmetic damage or change or other non-structural wear and tear.

42.4 The Purchaser cannot make a claim, objection, requisition, claim or delay completion or rescind or terminate this Contract if at any time prior to the completion date:

42.4.1 If it is found that the existing fences or improvements are encroaching any boundaries.

42.4.2 If it is found there are any boundary or fencing encroachments, illegal building works or illegal structures by or upon the land subject to this Contract for Sale.

42.4.3 In relation to the services available to the property including but not limited to electricity, telephone, gas and sewer and/or on-site sewage service or the unavailability, working condition or illegal installation of any such services.

42.4.4 In relation to any posts, fittings, fixtures that pass over, through or on the land subject to this Contract for Sale and/or any easements in respect thereof, or, the absence of any such easements.

42.4.5 If it is found that the property subject to this Contract for Sale is affected by the presence, history or location of Aboriginal Artefacts or Aboriginal Objects, whether latent or patent.

43. Requisitions on Title

43.1 The Purchaser agrees the form of Requisitions on Title which they are entitled to raise pursuant to Clause 5 of this Contract for Sale shall be in the form as annexed to this Contract for Sale.

44. Settlement

44.1 In the event that the Vendors require the balance deposit funds to be made available on settlement within the PEXA Workspace, the Purchaser's legal representative hereby irrevocably authorises the deposit holder to transfer the balance deposit funds to the Trust Account of the Vendor's Conveyancers Law Agent for use by the Vendor at completion, upon receipt of a written notification from the Vendor's Conveyancer. No further written authority is required from the Purchaser's legal representative, relying on this Clause 44.

44.2 The Purchaser's legal representative is required to submit their Settlement Adjustment Sheet and copies of their supporting Rates Certificates upon the Vendor's Conveyancer not less than 7 days prior to the Completion Date. In the event the Purchaser's legal representative fails to provide the Settlement Adjustment Sheet at least 7 days prior to settlement, then the Vendor shall be entitled to include an allowance in the Vendor's favour for an amount of \$220.00 being for late submission of the Settlement Adjustment Sheet.

45. Vendor's Real Estate Agent

45.1 The Purchaser warrants that they were not introduced to the property subject to this Contract for Sale by a Real Estate Agent other than that Agent, if any, as disclosed on the front page of the Contract for Sale and referred to as 'Vendor's Agent'.

45.2 The Purchaser will indemnify the Vendor against any claim for commission, costs and including the Vendor's costs of defending any claim that may be brought against the Vendor by an Agent asserting they introduced the Purchaser to the property.

45.3 This clause shall not merge on completion.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the *Local Government Act, the Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?

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

Affectations

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

Capacity

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

Requisitions and transfer

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



Title Search

Information
Provided
Through
Triconvey2
(Reseller)
Ph. 1300 064
452

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 509/1234310

SEARCH DATE	TIME	EDITION NO	DATE
10/3/2026	3:42 PM	4	21/9/2023

LAND

LOT 509 IN DEPOSITED PLAN 1234310
AT KARUAH
LOCAL GOVERNMENT AREA PORT STEPHENS
PARISH OF TAREAN COUNTY OF GLOUCESTER
TITLE DIAGRAM DP1234310

FIRST SCHEDULE

(T AT456643)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1079764 RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 3 DP1117079 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1217799 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1234310 RESTRICTION(S) ON THE USE OF LAND
- 6 AT456644 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

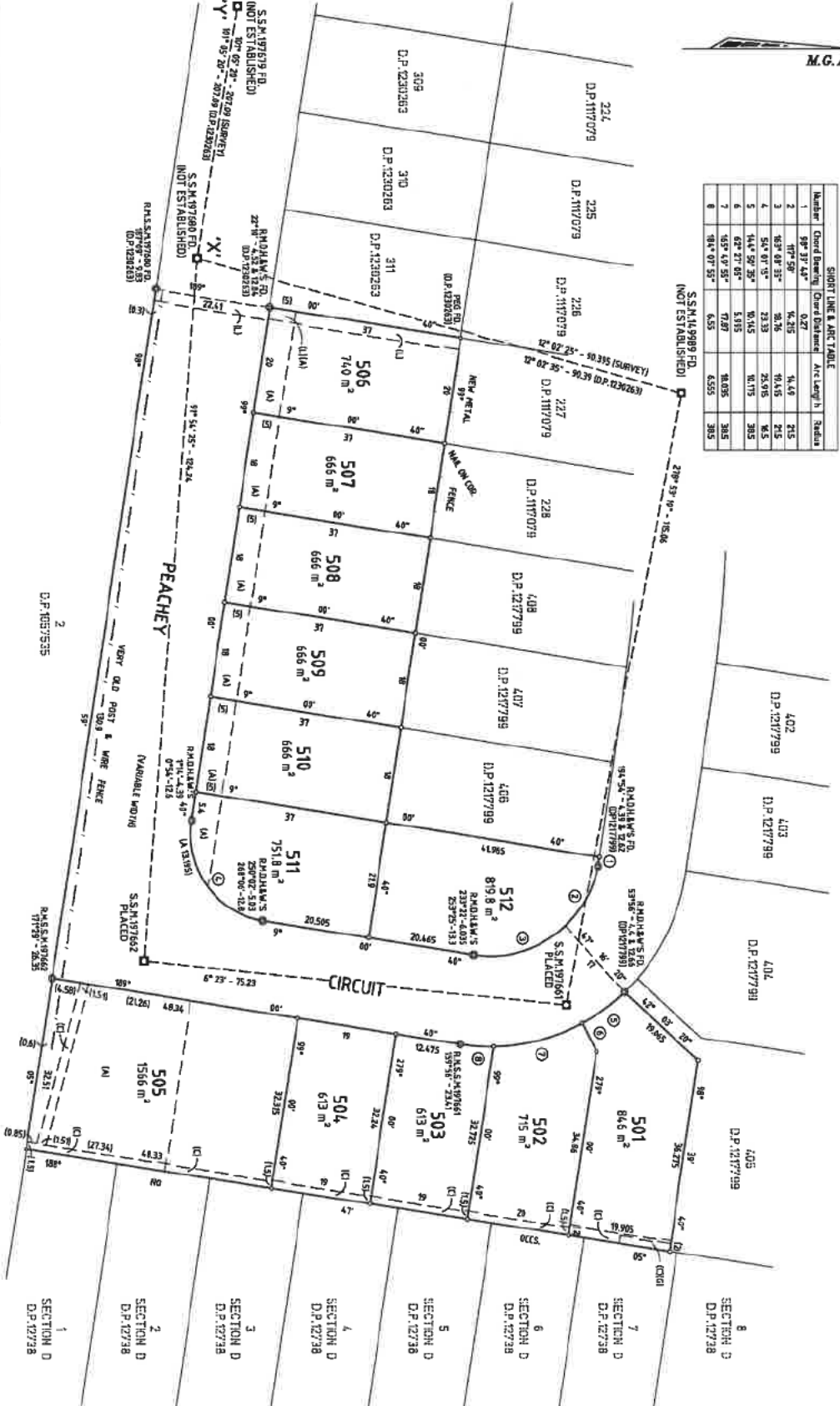
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

M.C.A.

SHORT LINE & ARC TABLE				
Number	Chord Bearing	Chord Distance	Arc Length	Radius
1	90° 31' 44"	0.27	14.48	215
2	117° 50'	0.27	14.48	215
3	163° 07' 33"	0.36	19.15	215
4	164° 07' 33"	0.36	19.15	215
5	164° 50' 30"	0.45	24.05	215
6	164° 50' 30"	0.45	24.05	215
7	164° 50' 30"	0.45	24.05	215
8	164° 50' 30"	0.45	24.05	215



SURVEYING & SPATIAL INFORMATION REGULATION 2013: CLAUSE 51 (2) & 51(1)(a)				
MARK	H.A.G. CO-ORDINATES - ZONE 55	CLASS	ORIGIN	METHOD
SS 14989	440712	U	U	SCHE
SS 14990	440712	U	U	SCHE
SS 14991	440712	U	U	SCHE
SS 14992	440712	U	U	SCHE
SS 14993	440712	U	U	SCHE
SS 14994	440712	U	U	SCHE
SS 14995	440712	U	U	SCHE
SS 14996	440712	U	U	SCHE
SS 14997	440712	U	U	SCHE
SS 14998	440712	U	U	SCHE
SS 14999	440712	U	U	SCHE
SS 15000	440712	U	U	SCHE

Surveyor	Date of Survey	Surveyor's Reference
THOMAS HENDERSON	9/6/2017	1664 POLY 3

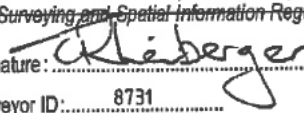
PLAN OF SUBDIVISION OF LOT 312 DP-1230263

LOCALITY	PORT STEPHENS
----------	---------------

LOCALITY	KARUH
----------	-------

LOCALITY	PORT STEPHENS
----------	---------------

LOCALITY	PORT STEPHENS
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DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)
Registered:  15.8.2017 Office Use Only Title System: TORRENS Purpose: SUBDIVISION	DP1234310	
PLAN OF SUBDIVISION OF LOT 312 D.P.1230263	LGA: PORT STEPHENS Locality: KARUAH Parish: TAREAN County: GLOUCESTER	
Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	Survey Certificate TIMOTHY R. RHEINBERGER I, of Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: <i>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 9/6/2017</i> <i>*(b) The part of the land shown in the plan (being/excluding A.....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</i> <i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012</i> Signature:  Dated: 19/7/2017 Surveyor ID: 8731 Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level - Undulating /*Steep - Mountainous * Strike through if inapplicable * Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	
Subdivision Certificate I, JOSHUA BENNIE *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. Signature:  Accreditation number: Consent Authority: PORT STEPHENS COUNCIL Date of endorsement: 20 JULY 2017 Subdivision Certificate number: 2017/42 File number: 16 - 2002 - 1101 - 4 *Strike through if inapplicable	Statements of Intention to dedicate public roads, public reserves and drainage reserves IT IS INTENDED TO DEDICATE THE EXTENSION OF PEACHEY CIRCUIT TO THE PUBLIC AS PUBLIC ROAD, SUBJECT TO THE EASEMENT TO DRAIN WATER 3 WIDE (D.P.1230263).	
Plans used in the preparation of survey/compilation D.P. 1230263 D.P. 1217799 If space is insufficient continue on PLAN FORM 6A		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A
Surveyor's Reference: 16650 POLICY 3		

PLAN FORM6A(2012)

WARNING : Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered



15.8.2017

Office Use Only

Office Use Only

DP1234310

PLAN OF SUBDIVISION OF LOT 312
D.P.1230263

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

Subdivision Certificate number :2017/42.....
 Date of Endorsement :20 JULY 2017.....

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
501	56	PEACHEY	CIRCUIT	KARUAH
502	54	PEACHEY	CIRCUIT	KARUAH
503	52	PEACHEY	CIRCUIT	KARUAH
504	50	PEACHEY	CIRCUIT	KARUAH
505	48	PEACHEY	CIRCUIT	KARUAH
506	29	PEACHEY	CIRCUIT	KARUAH
507	31	PEACHEY	CIRCUIT	KARUAH
508	33	PEACHEY	CIRCUIT	KARUAH
509	35	PEACHEY	CIRCUIT	KARUAH
510	37	PEACHEY	CIRCUIT	KARUAH
511	39	PEACHEY	CIRCUIT	KARUAH
512	41	PEACHEY	CIRCUIT	KARUAH

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

1. RESTRICTION ON THE USE OF LAND 5 WIDE AND VARIABLE WIDTH [A]
2. EASEMENT TO DRAIN WATER 1.5 AND 2 WIDE [C]

INTENDED TO RELEASE:

1. RIGHT OF CARRIAGEWAY 17 WIDE [J] DP1217799
2. RIGHT OF CARRIAGEWAY 20 WIDE [M] DP1230263

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16650 POLICY 3

PLAN FORM 6A (2012)

WARNING : Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered



15.8.2017

Office Use Only

Office Use Only

DP1234310

PLAN OF SUBDIVISION OF LOT 312
D.P.1230263

This sheet is for the provision of the following information as required:

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

Subdivision Certificate number : 2017/42

Date of Endorsement : 20 JULY 2017

KARUAH ONE PTY LIMITED (ABN: 72 100 613 321)

Geoffrey William Oshea

Geoffrey William Oshea
Director

WITNESS : *Nicola Jayne Nauale*

NAME : NICOLA JAYNE NAUALE

ADDRESS : 52 GOLDENVALE CRES
THORNTON NSW 2322

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16650 POLICY 3

PLAN FORM 6A (2012)

WARNING : Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered



15.8.2017

Office Use Only

Office Use Only

DP1234310

PLAN OF SUBDIVISION OF LOT 312
D.P.1230263

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

Subdivision Certificate number : 2017/42
Date of Endorsement : 20 JULY 2017

NATIONAL AUSTRALIA BANK LIMITED

Mortgagees under Mortgage No. AK205749

Signed at ~~East~~ ^{East} this 31st day of
July 2017 for National
Australia Bank Limited ABN 12 004 044 937
by SHANE HINDLE
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

..... 2
Level Attorney

Witness Bank Officer

TRACEY TOWNS

15 Mitchell Drive
EAST MAITLAND NSW 2323

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16650 POLICY 3

ePlan

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

Sheet 1 of 4

Plan:
DP1234310

Plan of Subdivision of Lot 312 DP 1230263
 Subdivision Certificate No **2017/42**
 Dated **20 July 2017**

Full Name and Address of the
 Registered Proprietor of the Land

KARUAH ONE PTY LIMITED
 ABN: 72 100 613 321
 ADDRESS: 1 HARTLEY DRIVE
 THORNTON NSW 2322

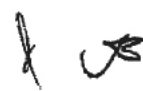
Part 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre, restriction or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) road(s), bodies or Prescribed Authorities:
1	Restriction on the use of land 5 wide and variable width [A]	505-511 Inclusive	Port Stephens Council
2	Easement to drain water 1.5 and 2 wide [C]	501 7/0/12738 501 502 6/0/12738 503 5/0/12738 504 4/0/12738 505 1/0/12738 501 7/0/12738, 2/0/12738, 3/0/12738	

Part 1A (Release)

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre, restriction or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) road(s), bodies or Prescribed Authorities:
1	Right of carriageway 17 wide [J] DP 1217799	312 DP 1230263	Port Stephens Council
2	Right of carriageway 20 wide [M] DP 1230263	312 DP 1230263	Port Stephens Council

Initial: Geoffrey O'Shea



ePlan

Sheet 2 of 4

Plan:

DP1234310

Plan of Subdivision of Lot 312 DP 1230263

Subdivision Certificate No **2017/42**

Dated **20 JULY 2017**

Terms of restriction on the use of land numbered 1 in the plan:

At the commencement of building works and in perpetuity the area shall be managed as an inner protection area (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.

The body or persons having the power to release, vary or modify the restriction on the use of land numbered 1 in the plan:

Port Stephens Council

Initial: Geoffrey O'Shea

A handwritten signature in black ink, appearing to be 'f. os'.

ePlan

Sheet 3 of 4

Plan:

DP1234310

Plan of Subdivision of Lot 312 DP 1230253

Subdivision Certificate No **2017/42**

Dated **20 JULY 2017**

EXECUTED by
KARUAH ONE PTY LIMITED
ABN: 72 100 613 321



Signature of Sole Director / Secretary

Name **Geoffrey William O'SHEA**

WITNESS: **WJ Wallace**

NAME : **NICOLA JAYNE WALLACE**

ADDRESS : **52 GOLDEN WATTLE CRESCENT
THORNTON NSW 2322**

Initial: Geoffrey O'Shea



ePlan

Sheet 4 of 4

Plan:

DP1234310

Plan of Subdivision of Lot 312 DP 1230263

Subdivision Certificate No **2017/42**

Dated **20 JULY 2017**

PORT STEPHENS COUNCIL by its)
authorised delegate pursuant to s.377)
Local Government Act 1993)

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


Signature of Authorised Officer

JOSHUA BENNIE
Name of Authorised Officer (BLOCK LETTERS)


Signature of Witness

BRIDGET JENKINS
Name of Witness (BLOCK LETTERS)

116 ADELAIDE STREET

RAYMOND TERRACE
Address of Witness (BLOCK LETTERS)

NATIONAL AUSTRALIA BANK LIMITED

Mortgages under Mortgage No. **AK205749**
Signed at **East Maitland** this **31st** day of
July 20**17** for National
Australia Bank Limited ABN 12 004 044 937
by **SHANE HINOLE**
its duly appointed Attorney under Power of
Attorney No. 39 Bank 4512

2
Level Attorney
TRACEY TOWNS
Witness/Bank Officer

**15 Mitchell Drive
EAST MAITLAND NSW 2323**

REGISTERED



15.8.2017

Initial: Geoffrey O'Shea



PLAN FORM 2A (APPROVED FORM 4)

Signatures, Seals and Statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or involve covenants.

SIGNED, SEALED AND DELIVERED by me or under my hand and seal of office as Registrar-General in witness whereof I have hereunto set my hand and seal of office at Wellington this 14th day of December 2005.

PLANTER WATER CORPORATION

Sharon Smith
 Director
 1/11 Tairāwhiti Street
 Tairāwhiti
 Auckland 1010

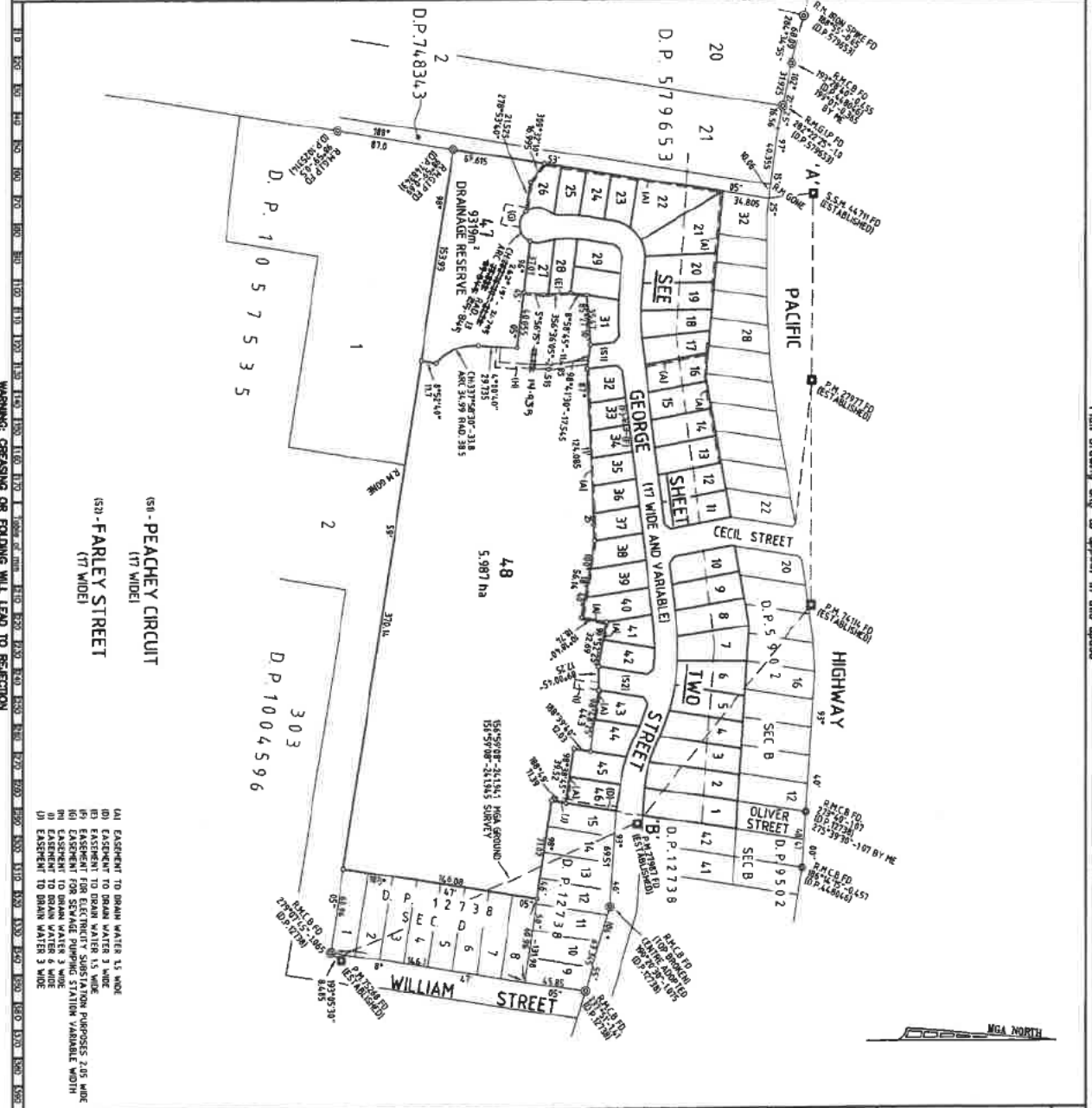
Kenno Brown
 Director
 1/11 Tairāwhiti Street
 Tairāwhiti
 Auckland 1010

Suncorp-Metway Limited
 ACN 010 631 722
 By its duly constituted
 attorney under Power
 of Attorney Book
 3889 No. 372
 Phillip Reginald Payne Level 1
 1/11 Tairāwhiti Street
 Tairāwhiti
 Auckland 1010

PLAN APPROVED (Crown Lands Office Approval)

Local Body: Auckland City
 Page No.: 1
 Field No.: 1

Subdivision Certificate
 I certify that provisions of the Land Transfer Act 1952 and the Land Transfer Regulations 1952 have been complied with in relation to the proposed subdivision of the land described in the certificate and that the proposed subdivision is in accordance with the provisions of the Land Transfer Act 1952 and the Land Transfer Regulations 1952.



Plan Drawing only to appear in this space

DP1079764 (E)

Registered on 27.09.2005

SEE CERTIFICATE

TORRENS

SUBDIVISION

U8180-3

PLAN OF SUBDIVISION OF LOT 592

DP 221206

Lengths are in metres. Reduction Ratio 1:2000

LOCALITY: PORT STEPHENS

LOCALITY: KARUHI

PARISH: TAREAN

COUNTY: GLOUCESTER

This is sheet 1 of my plan in 2 sheets.

DRAWN BY: MICHAEL JOHN DELBROUKE

DATE: 14/12/2005

SCALE: 1:2000

DATE: 14/12/2005

DATE: 14/12/2005

DATE: 14/12/2005

DATE: 14/12/2005

DATE: 14/12/2005

DATE: 14/12/2005

DATE: 14/12/2005

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DATE: 14/12/2005

DATE: 14/12/2005

DATE: 14/12/2005

DATE: 14/12/2005

DATE: 14/12/2005

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

Lengths are in metres

(Sheet 1 of 10 Sheets)

DP1079764

Plan of Subdivision of Lot 592 in DP
221206
Covered by Subdivision Certificate

No.

Full Name and Address of
The Owner of the land:

^{one}
Karuah ~~Inc~~ Pty Limited
ACN 100 613 321
PO Box ~~42~~
THORNTON 2322

Full Name and Address of
The Mortgagee of the land:

Suncorp-Metway Limited
ACN 010 831 722
Level 1/400 Hunter Street
Newcastle 2300

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement referred to in the plan	Burdened Lot	Benefited Lot or Authority
1	Easement to Drain Water 1.5 wide (A)	19	29/658264
		20	29/658264 30/659222
		21	29/658264 30/659222 31/654819 32/B/12738
		22	29/658264 30/659222 31/654819 32/B/12738
		23	22, 29/658264 30/659222 31/654819 32/B/12738
		24	22, 23, 29/658264 30/659222 31/654819 32/B/12738

DP1079764

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

Lengths are in metres

(Sheet 2 of 10 Sheets)

		25	22, 23, 24, 29/658264 30/659222 31/654819 32/B/12738
		26	22-25 incl 29/658264 30/659222 31/654819 32/B/12738
		13	1/572715
		14	1/572715 2/572715
		15	1/572715 2/572715 3/572718
		16	1/572715 2/572715 3/572715 26/658260 27/658261 28/658263
		17	28/658263
		41	42
		48	41, 42
		40	41, 42, 48
		39	40-42 Incl, 48
		38	39-42 Incl, 48
		37	38-42 Incl, 48
		36	37-42 Incl, 48
		35	36-42 Incl, 48
		34	35-42 Incl, 48
		33	34-42 Incl, 48
		32	33-42 Incl, 48
		43	44
		46	45
2	Restriction on the use of land	Every Lot except 47	Every other lot except 47
3	Restriction on the use of land (C)	1-22 Inclusive	Energy Australia
4	Easement to Drain Water 3 wide (D)	46	Port Stephens Council
5	Easement to Drain Water 1.5 wide (E)	48	30, 31

DP1079764

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

Lengths are in metres

(Sheet 3 of 10 Sheets)

6	Easement for Electricity Substation Purposes 2.05 wide (F)	33, 34	Energy Australia
7	Easement for Sewage Pumping Station variable width (G)	47	Hunter Water Corporation
8	Easement to Drain Water 3 wide (H)	48	Port Stephens Council
9	Easement to Drain Water 6 wide (I)	48	Port Stephens Council
10	Easement to Drain Water 3 wide (J)	48	45, 46, Port Stephens Council

PART 1A RELEASE

Number of item shown in the intention panel on the plan	Identity of the easement referred to in the plan	Burdened Lot	Benefited Authority
1	Easement for Transmission Line (J892295). A partial release of easement is to be effected. The benefit of the easement remains with Energy Australia	592/221206 excluding the area designated (EJ) in the plan	Energy Australia

PART 2 (Terms)

1. TERMS OF RESTRICTION ON USE SECONDLY REFERRED TO IN THE PLAN

1.1 Building Materials

- a) No main building shall be erected or be permitted to remain erected on any lot burdened having a total internal floor area of less than 120 square metres exclusive of car accommodation and patios.
- b) No building shall be erected on any lot burdened having a roof constructed of any material other than tiles or non-reflective Colorbond and untreated zincalume is not permitted.
- c) No dwelling houses or ancillary buildings shall be permitted to be erected or remain erected on a Lot burdened unless the external surfaces of such a construction is of a non-reflective quality and is of a colour which is compatible with the landscape and surroundings.

DP1079764

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

Lengths are in metres

(Sheet 4 of 10 Sheets)

- d) No dwelling house shall be erected or be permitted to remain erected on any lot burdened having external walls other than brick, brick veneer, or other high quality building material with a seamless finish.

1.2 The Nature of the Building

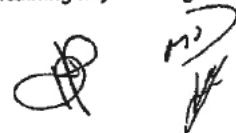
- a) No existing dwelling house shall be permitted to be partly or wholly moved to, be placed upon, be re-erected upon, be re-constructed on or be permitted to remain on any lot burdened.
- b) No structure of a temporary character, basement, tent, shack, garage, trailer, caper, caravan or any other building shall be used at any time as a dwelling house on any lot burdened.

1.3 Prohibition of Offensive Uses of the Property

- a) No fuel storage tanks (except for heating purposes) shall be placed upon or be permitted to remain on any lot burdened.
- b) No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted on or carried out on any lot burdened.
- c) No commercial or boarding kennels shall be constructed or be permitted to remain on any lot burdened.

1.4 Fencing

- a) No dividing fence between lots in a subdivision may be constructed of a material other than colorbond, hardwood, stone or the same brick as any house on a property sharing the boundary.
- b) No gates may be erected or be permitted to remain erected on any dividing fence unless they are of a material which compliments the fence.
- c) No fence is to be constructed on a boundary behind the building alignment permitted by Port Stephens Council unless it is of a height of not less than 1500mm and not more than 1800mm.
- d) No fence may be constructed forward of the building alignment permitted by Port Stephens Council unless such a fence is constructed of brick, timber or wrought iron and the height of such a fence does not exceed 1400mm.
- e) So long as it remains the registered proprietor of any lot in the subdivision, Karuah One Pty Limited, its successors and assigns (other than purchasers on sale) shall not be required to contribute towards the cost of erecting or maintaining any dividing



DP1079764

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

Lengths are in metres

(Sheet 5 of 10 Sheets)

fence.

1.5 Clearing & Landscaping of the Property

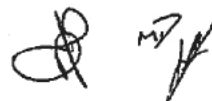
- a) No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or construction or to facilitate all reasonable landscaping of the allotment.
- b) No lot may remain or be permitted to remain in an excavated or quarried state for a continuous period of three (3) months.
- c) The proprietor of a Lot so burdened must not permit garden areas on the Lot within public view to remain unlandscaped for a period greater than 6 months after occupation of any house on the property.

1.6 Parking

- a) No house is permitted to be constructed on the property unless the proposed construction includes the erection of a carport or garage making provision for at least one motor vehicle.
- b) The proprietor of a Lot will not permit a driveway or crossover between the road and garage or carport to remain unconstructed for a period greater than 3 months of the occupation of a dwelling on the Lot and will not construct as such a driveway and crossover except out of suitable concrete or paved materials.
- c) The proprietor of a Lot will not cause a vehicle to be parked or to remain parked on a Lot or the road at the front, side or rear of a Lot that has the capacity to carry a weight in excess four (4) tonnes.

1.7 General Appearance

- a) The Proprietor of a Lot must not permit any rubbish disposal containers on the Lot to be in front of the building line except on days allocated by the local council for rubbish collection from the Lot.
- b) The Proprietor of a Lot must not permit any clothes hoists or clotheslines to be visible from any public street or thoroughfare bordering the Lot.
- c) The Proprietor must not permit any air-conditioning or solar heating units to be affixed to the roof of a dwelling or placed in public view on the property unless



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Lengths are in metres

(Sheet 6 of 10 Sheets)

the unit is of the same or similar colour to the area on which it is being affixed or placed and is in keeping with the overall profile of the house.

1.8 Acknowledgement of the Validity of the Covenants

- a) The Proprietor of a burdened Lot acknowledges that before purchasing the Lot is has made its own inquiries about the nature and effect of the covenants prior to completing the purchase of the Lot.
- b) The Proprietor of a burdened Lot acknowledges that the burden of the covenants contained in this instrument runs with the Lot for the benefit of every other proprietor of a Lot in the subdivision excluding any land which is not residential, and shall be enforceable against the Proprietor and every subsequent registered proprietor of the Lot so burdened.
- c) The Proprietor acknowledges that each covenant is separate from the other and therefore if any covenant becomes invalid or unenforceable then the remaining restrictive covenants will not be affected and each remaining covenant will be valid and enforceable to the fullest extent permitted by law.

1.9 Persons having the power to release, vary or modify covenants

- a) The person or persons having the right to release or vary or modify these covenants is Karuah One Pty Limited or such other persons, company or companies nominated by Karuah One Pty Limited for that purpose and if Karuah One Pty Limited shall no longer be the registered proprietor of any of the land comprised in the plan of subdivision and there shall be no such other person, company or companies so nominated then the persons for the time being registered as the proprietor of the land in the plan of subdivision having common boundaries with the land burdened with the covenant shall have the right to release or vary or modify these covenants.

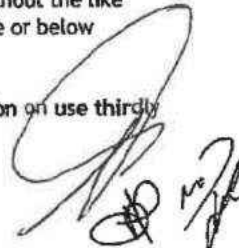
1.10 The Cost of Release or Variation

- a) Any release, variation or modification of these restrictions shall be made in all respects at the cost and expense of the persons requesting the same.

2. TERMS OF RESTRICTION ON USE THIRDLY REFERRED TO IN THE PLAN

- a) The Registered Proprietor of any lot burdened covenants with Energy Australia that it will not without the consent of Energy Australia alter or permit to be altered the existing levels of Easement J892295 nor will it without the like consent erect or permit to be erected any structure on, above or below Easement J892295.

The authority empowered to release, vary or modify the restriction on use thirdly



DP1079764

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

Lengths are in metres

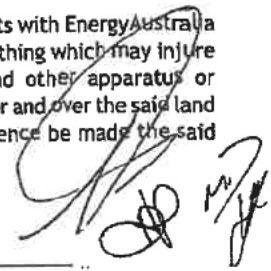
(Sheet 7 of 10 Sheets)

referred to in the plan.

Energy Australia

3. TERMS OF EASEMENT FOR ELECTRICITY SUBSTATION PURPOSES SIXTHLY REFERRED TO IN THE PLAN

- 1 Full right leave liberty and licence over that part of the lot burdened (hereinafter referred to as the "said land") for EnergyAustralia its agents servants and workmen to:
 - 1.1 Erect construct and place repair inspect maintain and remove electricity substation premises; and
 - 1.2 Lay down erect construct and place repair renew inspect maintain and remove underground/overhead electric mains cables and other apparatus for the transmission of electric current and for purposes incidental thereto through under or over the said land; and also
 - 1.3 The free and uninterrupted passage of electricity and apparatus thereto appertaining through under and over the said land and the said electricity substation and electric mains when constructed.
- 2 TOGETHER WITH power for EnergyAustralia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the said land or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables or other apparatus in the said land or any part thereof.
- 3 AND TOGETHER WITH FULL right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the said land.
- 4 PROVIDED THAT except where EnergyAustralia in the course of exercising its rights hereunder removes damages breaks down or destroys any existing fence or fences on the said land EnergyAustralia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other part or parts of the said land.
- 5 AND the Registered Proprietor of the lot burdened covenants with EnergyAustralia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said electricity substation and cables and other apparatus or interfere with the free flow of electric current through under and over the said land AND that if any such damage or injury be done or interference be made the said



DP1079764

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Lengths are in metres

(Sheet 8 of 10 Sheets)

Registered Proprietor will forthwith pay the cost to EnergyAustralia of property and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.

- 6 AND EnergyAustralia hereby covenants with the Registered Proprietor of the lot burdened that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus for the transmission of electric current or of the rights hereby created by any person or persons employed by or acting or claiming under EnergyAustralia and that EnergyAustralia will at its own costs and charge pay for all damage and injury arising to the Registered Proprietor of the lot burdened or to any person or persons in consequence of any breach or non-observance of this covenant.
- 7 AND FURTHER the Registered Proprietor of the lot burdened covenants with EnergyAustralia that it will not without the consent of EnergyAustralia alter or permit to be altered the existing levels of the said land nor will it without the like consent erect or permit to be erected any structure on above or below the said land.

Name of Authority Empowered to Release Vary or Modify the easement numbered 1 in the plan

EnergyAustralia



DP1079764

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

Lengths are in metres

(Sheet 9 of 10 Sheets)

4. Terms of Easement for Sewage Pumping Station number 7 in the Plan

Full and free right, title, liberty and licence for the Hunter Water Corporation its successors and assigns to construct, lay, maintain, repair, cleanse, inspect, replace, alter or divert the position of a sewage pumping station, sewer mains or pipelines for the conveyance of sewage and water, cables or wires to convey electricity either overhead or underground or both with all apparatus and appurtenances thereof in or under the surface of such part of the land described hereinafter as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey sewage through the said sewage pumping station and for the purposes aforesaid or any of them by its officers, servants and or contractors with or without motor or other vehicles, plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement but subject to a liability to replace the soil and to restore the surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.

AND IT HEREBY DECLARED that no building shall be erected nor any structures fences or improvements of any kind shall be placed over or under that part of the lot burdened as is affected by the easement for sewage pumping station variable width delineated in the abovementioned plan except with the prior consent in writing of the Hunter Water Corporation and except in compliance with any conditions which the Hunter Water Corporation may specify in such consent.

Name of person empowered to release, vary or modify restriction or position covenant numbered 7 in the plan.

Hunter Water Corporation

HUNTER WATER CORPORATION by)
its Attorney SHARON SMITH)
pursuant to Power of Attorney Book 4374)
No. 853)



Signed by my presence by its Attorney who
Is personally known to me


RONALD BROOKS
113 TIRRIKI ST
CHARLESTOWN, NSW.

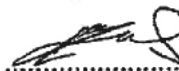
INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE INTENDED TO BE
CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING
ACT, 1919.

(Sheet 10 of 10 Sheets)

DP1079764

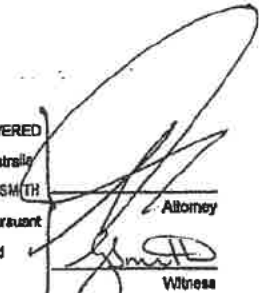
The Common Seal of Karuah ^{One} Pty
Limited A.C.N 100 613 321
was hereunto affixed in the presence of:


S. RECTOR


DIRECTOR



SIGNED SEALED AND DELIVERED
for and on behalf of EnergyAustralia
by GRANT KENNETH GREENE SMITH
its duly constituted Attorney pursuant
to Power of Attorney registered
Book 4368 No. 61


GARY SMITH
570 GEORGE ST
SYDNEY, NSW.

Suncorp-Metway Limited
ACN 010 831 722
By its duly constituted
attorney under Power
of Attorney Book
3859 No. 372

Phillip Reginald Payne Level 1



WITNESSED


DANIEL LANE
NICHOLS


Port Stephens Council
Authorised Person

REGISTERED  AW 27.09.2005

Plan Drawing only to appear in this space

OFFICE USE ONLY

SIGNED, SEALED AND DELIVERED
in and on behalf of the President
by CLAUDE KENNETH THOMPSON, JR.
his duly constituted Attorney-in-Fact
to Power of Attorney attached

Thompson

Witness

RECEIVED
FEB 1970
U.S. AIR FORCE
HEADQUARTERS
WASHINGTON, D.C.
AIR MAIL
NOV 1969

TO: THE SECRETARY OF DEFENSE
ATTENTION: ASSISTANT SECRETARY FOR PERSONNEL
FROM: THE CHIEF OF STAFF, U.S. AIR FORCE
SUBJECT: [illegible]

[Signature]
[Illegible Title]

D-1-1

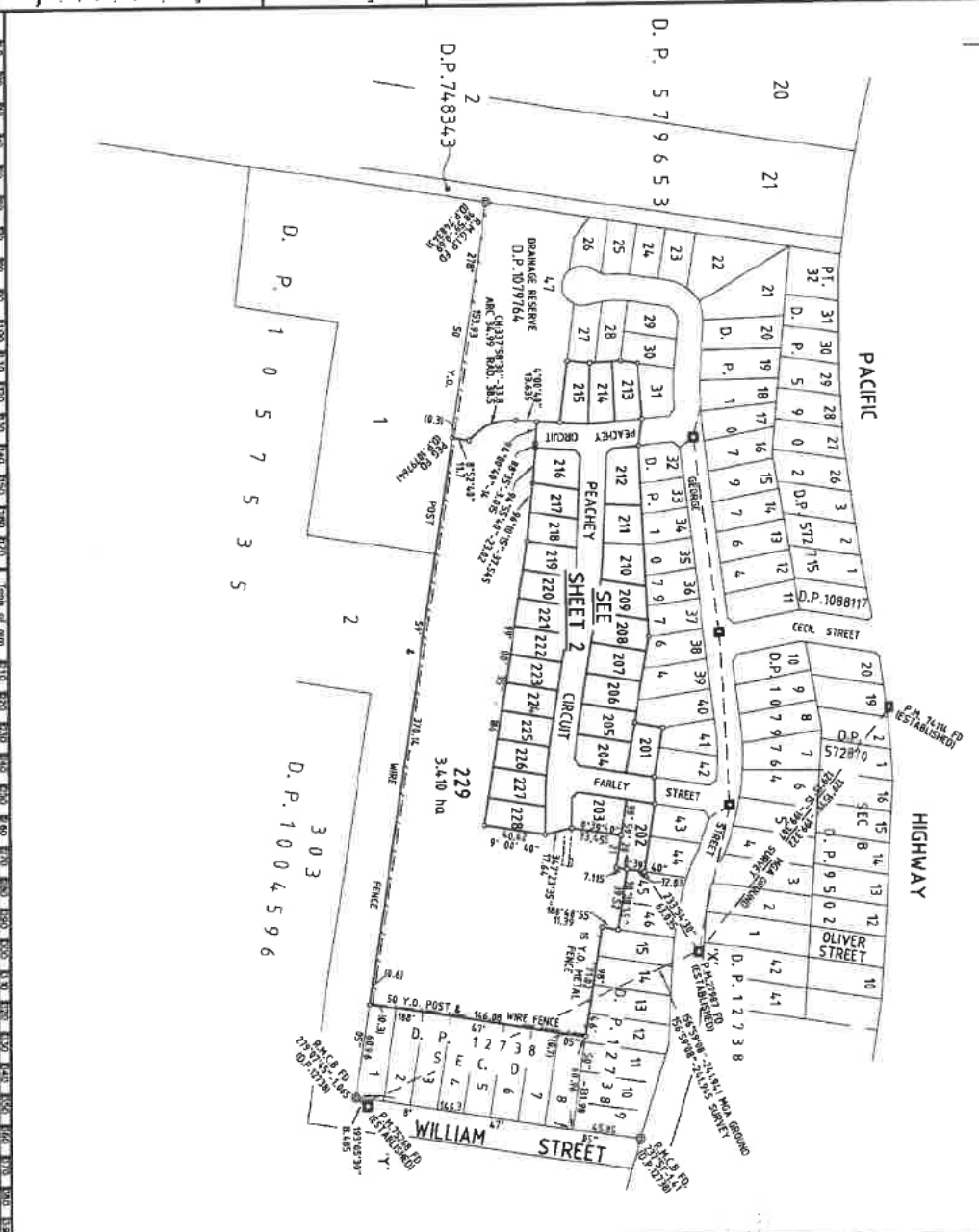
ONE PLY
ACN

[illegible]

Department Of Lands Approval

Number 1 According to the 1991-1992 survey, the year awarded the most nominations was 1989, with 10 nominations.

South African Certificate
of Professional Registration
I hereby certify that the person named in the Endorsement/Registration Certificate (No. 1194) whose name is written in relation to the
signature of the applicant is a member of the Institute of Engineers, South Africa.
Signed: _____
President, Institute of Engineers, South Africa
Date: 10 Aug 2007
16-2007-101-1
1600/180

[illegible]

DP1117079

13.9.2007

SUBDIVISION

at Phone: D.P. 1079764

P.1079764

reagents are in molar. Reduction Ratio 1:2000

PORT STEPHENS

TAREAN

GLOUCESTER

MURRAY PAUL EDWARDS

any voter registered under the Surveying Act, 2002 hereby certify that the survey represented is the plot he occupies, has been duly conducted in the presence of the Surveying Officer.

or specify the land actually surveyed, or specify any land above

Signature Ellen Beckwith Date 11/1/01
Surveyor employed under the Surveying Act, 2000
Return these 'X' - 'Y' (M.G.A.)

Phones used in preparation of survey/consultation
D.P. 221206 D.P. 9502

D.P.579653	D.P.740343
D.P.1057535	D.P.1079764

PANEL FOR USE ONLY for statements of intention to develop public roads, to create public recreation facilities, or to develop public parks.

ADJUNCT TO SECTION 804 OF THE

EASEMENT TO DRAIN WATER 1.5 WIDE (A)

5. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3 WIDE ID

RIGHT OF CARBONAGEWAY 4, MOD (E)

2. EASEMENT TO DRAIN WATER 6 WIDE

3. EASEMENT TO PRODUCE WATER IS WIDE
(D.P. 1077764) (A) (PARTIAL RELEASE)

AND THE EXCLUSIONS ON TRUCKS, PEACHESY CIRCUIT TO THE PUBLIC AS PUBLIC ROAD.

DP1117079

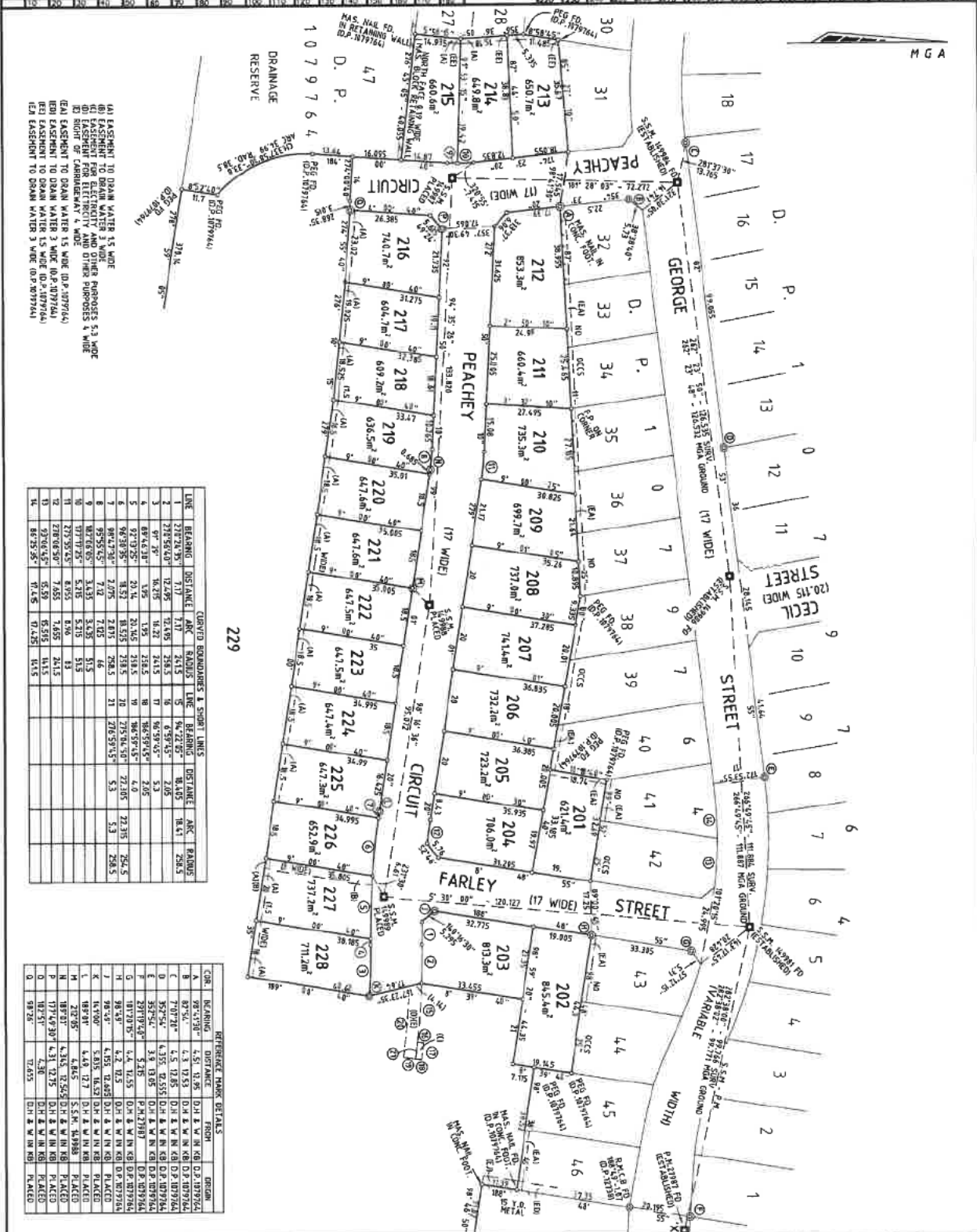
Registration: 13-9-2007 JS

This is sheet 2 of my plan 2 sheets
dated 14.03.07
M. Elund.

Sample registered under the Surveying Act, 2002

This is sheet 2 of my plan 2 sheets
covered by my Certificate No. 2007/180

Authorised Surveyor: [Signature]
For use where space is insufficient in my plan on
Plan Form 2



LINE	BEARING	DISTANCE	ARC	BEARING	DISTANCE	ARC	BEARING	DISTANCE
1	272°24'35"	7.17	7.17	24°15'	5	54°22'45"	18.45	258.5
2	272°24'35"	12.495	12.495	24°15'	10	54°22'45"	36.90	517.0
3	272°24'35"	17.79	17.79	24°15'	15	54°22'45"	55.35	775.5
4	272°24'35"	23.085	23.085	24°15'	20	54°22'45"	73.70	1034.0
5	272°24'35"	28.38	28.38	24°15'	25	54°22'45"	92.05	1282.5
6	272°24'35"	33.675	33.675	24°15'	30	54°22'45"	110.40	1541.0
7	272°24'35"	38.97	38.97	24°15'	35	54°22'45"	128.75	1799.5
8	272°24'35"	44.265	44.265	24°15'	40	54°22'45"	147.10	2058.0
9	272°24'35"	49.56	49.56	24°15'	45	54°22'45"	165.45	2316.5
10	272°24'35"	54.855	54.855	24°15'	50	54°22'45"	183.80	2575.0
11	272°24'35"	60.15	60.15	24°15'	55	54°22'45"	202.15	2833.5
12	272°24'35"	65.445	65.445	24°15'	60	54°22'45"	220.50	3092.0
13	272°24'35"	70.74	70.74	24°15'	65	54°22'45"	238.85	3350.5
14	272°24'35"	76.035	76.035	24°15'	70	54°22'45"	257.20	3609.0

CDR.	BEARING	DISTANCE	FROM	TO
A	99°43'30"	4.51	D.H. & W. IN K8	D.P. 1079164
B	87°54'	4.51	D.H. & W. IN K8	D.P. 1079164
C	70°12'	4.51	D.H. & W. IN K8	D.P. 1079164
D	52°30'	4.51	D.H. & W. IN K8	D.P. 1079164
E	34°48'	4.51	D.H. & W. IN K8	D.P. 1079164
F	17°06'	4.51	D.H. & W. IN K8	D.P. 1079164
G	0°24'	4.51	D.H. & W. IN K8	D.P. 1079164
H	17°06'	4.51	D.H. & W. IN K8	D.P. 1079164
I	34°48'	4.51	D.H. & W. IN K8	D.P. 1079164
J	52°30'	4.51	D.H. & W. IN K8	D.P. 1079164
K	70°12'	4.51	D.H. & W. IN K8	D.P. 1079164
L	87°54'	4.51	D.H. & W. IN K8	D.P. 1079164
M	99°43'30"	4.51	D.H. & W. IN K8	D.P. 1079164
N	117°06'	4.51	D.H. & W. IN K8	D.P. 1079164
O	134°28'	4.51	D.H. & W. IN K8	D.P. 1079164
P	151°50'	4.51	D.H. & W. IN K8	D.P. 1079164
Q	169°12'	4.51	D.H. & W. IN K8	D.P. 1079164
R	186°34'	4.51	D.H. & W. IN K8	D.P. 1079164

Plan Drawing only to appear in the space

Particulars Reference: 118360P-2-0

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

Lengths are in metres

(Sheet 1 of 4 Sheets)

DP1117079

Plan of Subdivision of Lot 48 DP 1079764
 Covered by Subdivision Certificate No

**Full Name and Address of
 The Owner of the land:**

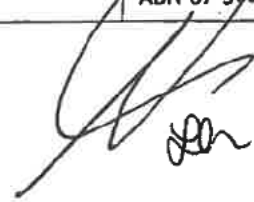
Karuah One Pty Limited
 ACN 100 613 321
 PO Box 42
 THORNTON NSW 2322

**Full Name and Address of
 The Mortgagee of the land:**

Suncorp-Metway Limited
 ACN 010 831 722
 Level 1/400 Hunter Street
 NEWCASTLE NSW 2300

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement referred to in the plan	Burdened Lot(s)	Benefited Lot(s), roads, bodies or Prescribed Authorities
1	Easement to Drain Water 1.5 wide (A)	228 227 225 224 223 222 221 220 219 218 217 216 215 214	229 228, 229 226 225, 226 224, 225, 226 223-226 incl. 222-226 incl. 221-226 incl. 220-226 incl. 219-226 incl. 218-226 incl. 217-226 incl. 213, 214 213
2	Easement to Drain Water 3 wide (B)	227	Port Stephens Council
3	Easement for Electricity and other Purposes 5.3 wide (C)	229	EnergyAustralia ABN 67 505 337 385
4	Easement for Electricity and other Purposes 4 wide (D)	229	EnergyAustralia ABN 67 505 337 385
5	Right of Carriageway 4 wide (E)	229	EnergyAustralia ABN 67 505 337 385



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

Lengths are in metres

(Sheet 2 of 4 Sheets)

DP1117079

PART 1A (Release)

Number of item shown in the intention panel on the plan	Identity of the easement referred to in the plan	Burdened Lot(s)	Benefited Lot(s), roads, bodies or Prescribed Authorities
1	Easement to Drain Water 3 wide DP 1079764 (H)	48	Port Stephens Council
2	Easement to Drain Water 6 wide DP 1079764 (I)	48	Port Stephens Council
3	Easement to Drain Water 1.5 wide (DP 1079764) - (Partial Release)	32-40/1079764 incl.	202-229 incl., Farley Street, Peachey Circuit

PART 2

TERMS OF EASEMENT FOR ELECTRICITY AND OTHER PURPOSES NUMBERED 3 IN THE PLAN

An easement is created on the terms and conditions set out in memorandum registered number AC289041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

The name of the Authority Empowered to Release Vary or Modify the easement numbered 3 in the Plan is EnergyAustralia.

TERMS OF EASEMENT FOR ELECTRICITY AND OTHER PURPOSES NUMBERED 4 IN THE PLAN

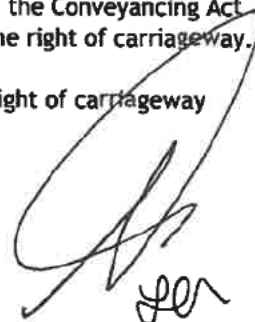
An easement is created on the terms and conditions set out in memorandum registered number AC289041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

The name of Authority Empowered to Release Vary or Modify the Easement numbered 4 in the Plan is EnergyAustralia.

TERMS OF RIGHT OF CARRIAGEWAY NUMBERED 5 IN THE PLAN

A right of carriageway within the meaning of Schedule 4A Part 1 of the Conveyancing Act 1919 (as amended) together with the right to park vehicles upon the right of carriageway.

The name of Authority Empowered to Release Vary or Modify the right of carriageway numbered 5 in the Plan is EnergyAustralia.



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

Lengths are in metres

(Sheet 3 of 4 Sheets)

DP1117079

The Common Seal of Karuah One Pty
Limited ACN 100 613 321 was hereunto
affixed in the presence of:



[Signature]
.....
Director

[Signature]
.....
Director

[Signature]

Signed on behalf of Port Stephens Council)
By Authorised Officer)

SUNCORP METWAY Ltd A.C.N.
010 831 722 BY ITS ATTORNEY,
MARK CHARLES ROSS
WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION
SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME

[Signature]
.....
WITNESS

*ANDREW LYNNE
NICHOLS*

Level 1, 400 Hunter St
Newcastle 2300

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

Lengths are in metres

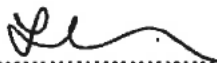
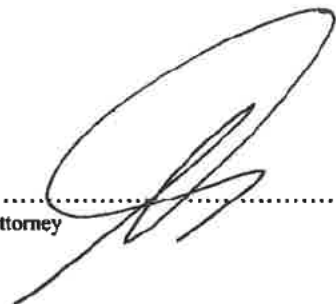
(Sheet 4 of 4 Sheets)

DP1117079

EXECUTED for and on behalf of
ENERGYAUSTRALIA by
GRANT KENNETH GREENE-SMITH
its duly constituted Attorney pursuant to
Power of Attorney registered Book 4476
No. 983 in the presence of:

)
)
)
)
)
)
)

.....
Attorney



.....
Witness

LISA ANDERSON.....

Name of Witness (please print)

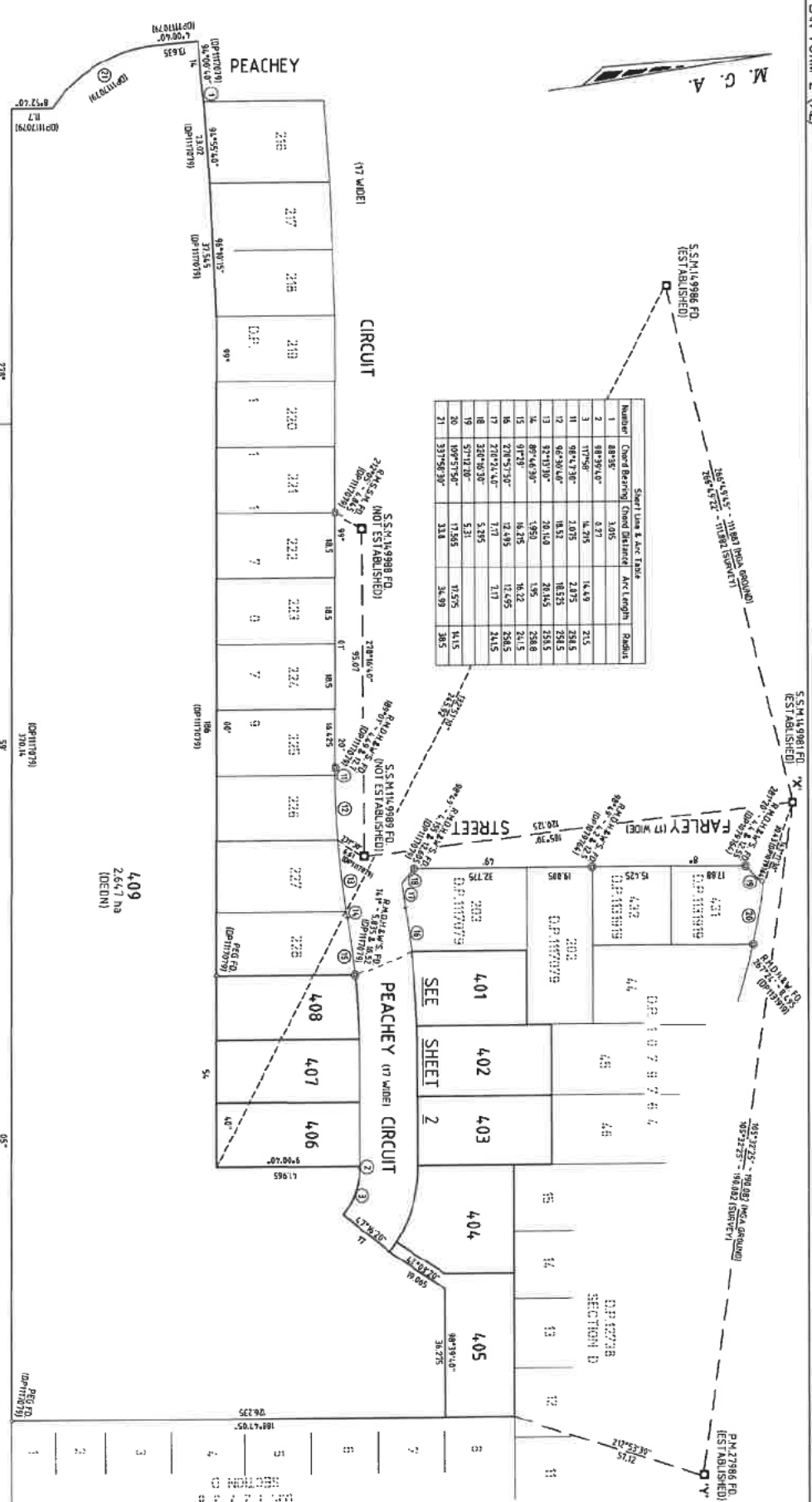
570 George Street,
Sydney, NSW, 2000

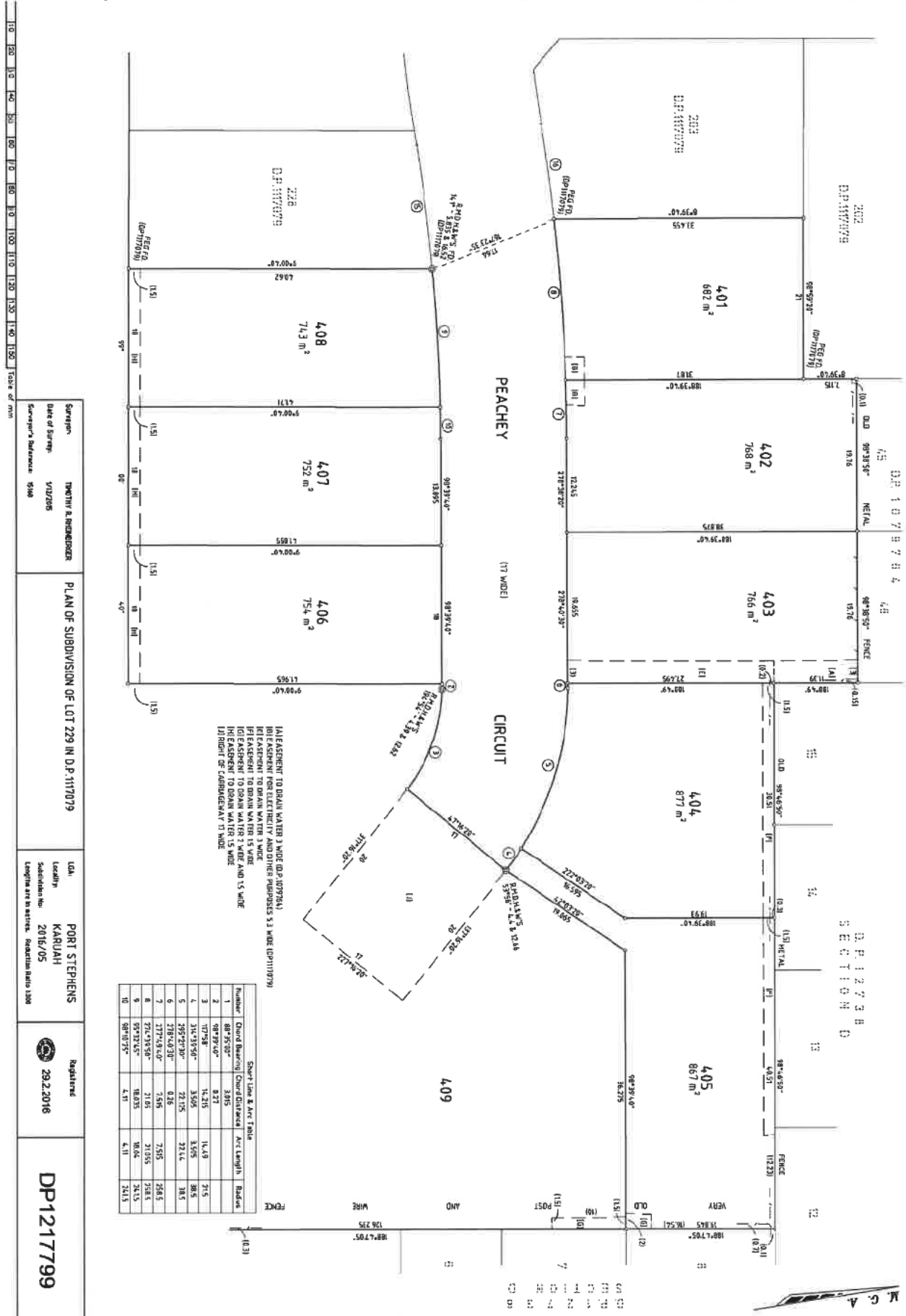
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Address of Witness

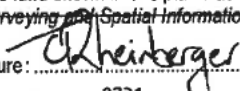
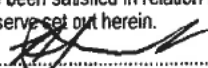
REGISTERED



13.9.2007

DP1217799



PLAN FORM 6 (2012)		WARNING: Creasing or folding will lead to rejection		ePlan	
DEPOSITED PLAN ADMINISTRATION SHEET				Sheet 1 of 4 sheet(s)	
Registered:  29.2.2016 Title System: TORRENS Purpose: SUBDIVISION		Office Use Only		Office Use Only	
		DP1217799			
PLAN OF SUBDIVISION OF LOT 229 D.P.1117079		LGA: PORT STEPHENS Locality: KARUAH Parish: TAREAN County: GLOUCESTER			
Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:		Survey Certificate I, TIMOTHY R. RHEINBERGER of Defts Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on *(b) The part of the land shown in the plan (*being/*excluding LOTS 401 - 408 INCLUSIVE) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 1/12/2015 the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012 Signature:  Dated: 18/12/2015 Surveyor ID: 8731 Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level - Undulating / *Steep - Mountainous * Strike through if inapplicable * Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.			
Subdivision Certificate I, Adam Stewart *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. Signature:  Accreditation number: Consent Authority: Port Stephens Council Date of endorsement: 22 January 2016 Subdivision Certificate number: 2016/05 File number: 16-2002-1101-3 *Strike through if inapplicable					
Statements of intention to dedicate public roads, public reserves and drainage reserves IT IS INTENDED TO DEDICATE THE EXTENSION OF PEACHEY CIRCUIT TO THE PUBLIC AS PUBLIC ROAD.		Plans used in the preparation of survey/compilation D.P.1079764 D.P.1131919 If space is insufficient continue on PLAN FORM 6A			
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A		Surveyor's Reference: 15168			

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered



29.2.2016

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 229
D.P.1117079

DP1217799

This sheet is for the provision of the following information as required:

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

Subdivision Certificate number : 2016/05

Date of Endorsement : 22 January 2016

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
401	66	PEACHEY	CIRCUIT	KARUAH
402	64	PEACHEY	CIRCUIT	KARUAH
403	62	PEACHEY	CIRCUIT	KARUAH
404	60	PEACHEY	CIRCUIT	KARUAH
405	58	PEACHEY	CIRCUIT	KARUAH
406	43	PEACHEY	CIRCUIT	KARUAH
407	45	PEACHEY	CIRCUIT	KARUAH
408	47	PEACHEY	CIRCUIT	KARUAH
409		PEACHEY	CIRCUIT	KARUAH

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

1. EASEMENT TO DRAIN WATER 3 WIDE [E]
2. EASEMENT TO DRAIN WATER 1.5 WIDE [F]
3. EASEMENT TO DRAIN WATER 2 WIDE AND 1.5 WIDE [G]
4. EASEMENT TO DRAIN WATER 1.5 WIDE [H]
5. RIGHT OF CARRIAGEWAY 17 WIDE [J]

INTENDED TO RELEASE:

1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 4 WIDE (DP1117079)
2. RIGHT OF CARRIAGEWAY 4 WIDE (DP1117079)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15168

PLAN FORM 6A (2012)		WARNING: Creasing or folding will lead to rejection		ePlan	
DEPOSITED PLAN ADMINISTRATION SHEET				Sheet 3 of 4 sheet(s)	
Registered  29.2.2016		Office Use Only		Office Use Only	
PLAN OF SUBDIVISION OF LOT 229 D.P.1117079		DP1217799			
Subdivision Certificate number: <u>2016/05</u> Date of Endorsement: <u>22 January 2016</u>					
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.					
KARUAH ONE PTY LIMITED ABN: 72 100 613 321 <i>CLH</i> PRINT NAME: <u>WILLIAM LILLIAN DENNY</u> PRINT NAME: _____ POSITION: <u>SOLE DIRECTOR / SECRETARY</u> POSITION: _____ <i>117</i> Mortgages under Mortgage No. <u>AK205749</u> Signed at Perth this <u>11th</u> day of <u>February</u> 20<u>16</u> for National Australia Bank Limited ABN 12 004 044 937 by <u>TRENT JOHN STALLWORKER</u> Its duly appointed Attorney under Power of Attorney No. 39 Book 4512 <u>Level 3</u> Attorney <i>[Signature]</i> Witness/Bank Officer					
If space is insufficient use additional annexure sheet					
Surveyor's Reference: 15168					

PLAN FORM 6A (2012)		WARNING : Creasing or folding will lead to rejection		ePlan					
DEPOSITED PLAN ADMINISTRATION SHEET				Sheet 4 of 4 sheet(s)					
Office Use Only		Office Use Only							
Registered  29.2.2016		DP1217799							
PLAN OF SUBDIVISION OF LOT 229 D.P.1117079									
Subdivision Certificate number : <u>2016/05</u>		This sheet is for the provision of the following information as required: • A schedule of lots and addresses See 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.							
Date of Endorsement : <u>22 January 2016</u>									
AUSGRID ABN: 67 505 337 385 Signed sealed and delivered for and on behalf of Ausgrid by its Attorney, pursuant to Power of Attorney Registered Book 4693 No 331 who declares that he/she has not received any notice of revocation of same. In the presence of: <table><tbody><tr><td> Signature of Witness</td><td> Signature of Attorney</td></tr><tr><td>Lisa Jane Anderson Name of Witness</td><td>Michael McHugh Name of Attorney Manager - Property & Plant</td></tr></tbody></table> 570 GEORGE STREET SYDNEY NSW 2000						 Signature of Witness	 Signature of Attorney	Lisa Jane Anderson Name of Witness	Michael McHugh Name of Attorney Manager - Property & Plant
 Signature of Witness	 Signature of Attorney								
Lisa Jane Anderson Name of Witness	Michael McHugh Name of Attorney Manager - Property & Plant								
If space is insufficient use additional annexure sheet									
Surveyor's Reference: 15168									

ePlan

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

Sheet 1 of 4

DP1217799

Plan of Subdivision of Lot 229 DP1117079
 Subdivision Certificate No 2016/05 dated 22 January 2016

Full Name and Address of the
 Registered Proprietor of the Land

KARUAH ONE PTY LIMITED
 ABN: 72 100 613 321
 ADDRESS: 1 HARTLEY DRIVE
 THORNTON NSW 2322

Part 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre , restriction or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) road(s), bodies or Prescribed Authorities:
1	Easement to drain water 3 wide [E]	403	404 46/1079764 15/D/12738 Port Stephens Council
2	Easement to drain water 1.5 wide [F]	404 405	405 14/D/12738 15/D/12738 12/D/12738 13/D/12738
3	Easement to drain water 2 wide and 1.5 wide [G]	405 409	8/D/12738 405
4	Easement to drain water 1.5 wide [H]	406 407 408	409 406 407
5	Right of carriageway 17 wide [J]	409	Port Stephens Council

2

2

ePlan

Sheet 2 of 4

DP1217799

Plan of Subdivision of Lot 229 DP1117079

Subdivision Certificate No ~~2016/05~~ dated *22 January 2016*

Part 1A (Release)

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre , restriction or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) road(s), bodies or Prescribed Authorities:
1	Easement for electricity and other purposes 4 wide (DP1117079)	229 DP 1117079	AUSGRID ABN 67 505 337 385
2	Right of carriageway 4 wide (DP1117079)	229 DP 1117079	AUSGRID ABN 67 505 337 385

ePlan

Sheet 3 of 4

DP1217799

Plan of Subdivision of Lot 229 DP1117079
Subdivision Certificate No 2016/05 dated 22 January 2016

EXECUTED by
KARUAH ONE PTY LIMITED
ABN: 72 100 613 321


Signature of Director / ^{Sole} Secretary
Name GEORGEY WILLIAM O'BRIEN

Signature of Director
Name _____


KEVIN URANE

Witness Name
Address of Witness

Witness Name
Address of Witness

5 AQUARIUS AVENUE
ELLENORE VALE
NSW 2287

Mortgages under Mortgage No. AK205749
Signed at Wentworth this 11th day of
February 2016 for National
Australia Bank Limited ABN 12 004 044 937
by TRENT JOHN STALLWORTHY
its duly appointed Attorney under Power of
Attorney No. 30 Book 4512

AMS


Level 3 Attorney
heresa Coulthard.
Witness/Bank Officer

ePlan

Sheet 4 of 4

DP1217799

Plan of Subdivision of Lot 229 DP1117079

Subdivision Certificate No *2016/05* dated *22 January 2016*

EXECUTED by

AUSGRID—

ABN: 67 505 337 385

Signed sealed and delivered for and on behalf of Ausgrid by its Attorney,
pursuant to Power of Attorney Registered Book 4693 No 331 who
declares that he/she has not received any notice of revocation of same,
in the presence of:


Signature of Witness

Lisa Jane Anderson

Name of Witness


Signature of Attorney

Michael McHugh

**Name of Attorney
Manager - Property & Fleet**

**570 GEORGE STREET
SYDNEY NSW 2000**

~~Witness Name~~

~~Address of Witness~~

REGISTERED



29.2.2016

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

APPLICANT DETAILS:

**JLA CONVEYANCING
PO Box 531
RAYMOND TERRACE NSW 2324**

Reference: SB260066

Issue Date: 11/03/2026

PROPERTY DESCRIPTION:

**35 Peachey Circuit KARUAH NSW 2324
LOT: 509 DP: 1234310**

Parcel No: 48093

Disclaimer

Information contained in this certificate relates only to the land for which this certificate is issued on the day it is issued. This information is provided in good faith and Council shall not incur any liability in respect of any such advice. Council relies on state agencies for advice and accordingly can only provide that information in accordance with the advice. Verification of the currency of agency advice should occur. For further information, please contact Council by telephoning (02) 4988 0255 or email plancert@portstephens.nsw.gov.au.

Title Information

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

Inspection of the land

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

PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)

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

1. Names of relevant planning instruments and development control plans

- (1) The name of each environmental planning instrument and development control plan that applies to the development on the land.

State Environmental Planning Policies

The relevant chapters of each State Environmental Planning Policy that apply to the land are listed below:

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
All chapters

State Environmental Planning Policy (Housing) 2021
All chapters

State Environmental Planning Policy (Sustainable Building) 2022
All chapters

State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development
All chapters

State Environmental Planning Policy (Planning Systems) 2021
Chapter 2 State and regional development
Chapter 4 Concurrences and consents

State Environmental Planning Policy (Precincts - Regional) 2021
Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021
Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resources and Energy) 2021
Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021
Chapter 2 Infrastructure
Chapter 3 Educational establishments and childcare facilities

State Environmental Planning Policy (Resilience and Hazards) 2021
Chapter 3 Hazardous and offensive development
Chapter 4 Remediation of land
Chapter 2 Coastal management 2018

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapter 2 Vegetation in non-rural areas

Chapter 4 Koala habitat protection 2021

Local Environmental Plan

Port Stephens Local Environmental Plan 2013

Development Control Plans

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

Port Stephens Development Control Plan 2025.

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land (unless it has been more than 3 years since the end of the public exhibition period or if the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Draft State Environmental Planning Policies

No draft State Environmental Planning Policies affect the site the subject of this Certificate.

Draft Local Environmental Plan

No draft Local Environmental Plans currently exist which affect the site the subject of this certificate.

Draft Development Control Plan

No draft development control plan applies to the carrying out of development on the land.

2. Zoning and land use under relevant planning instruments

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a State Environmental Planning Policy or proposed State Environmental Planning Policy).

a) The identity of the zone –

R2 Low Density Residential

The land is zoned R2 Low Density Residential under the provisions of Part 2 in the Port Stephens Local Environmental Plan 2013.

b) The purposes for which development in the zone –

ITEM 2 - May be carried out without development consent

Home occupations

ITEM 3 - May be carried out with development consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Multi-dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Water reticulation systems

ITEM 4 - Is prohibited

Any development not specified in item 2 or 3

c) Additional permitted uses

No environmental planning instrument applies additional permitted use provisions to this land.

d) Development standards for the erection of a dwelling house

No development standard that fixes a minimum land dimension for the erection of a dwelling-house applies to the land.

e) Whether the land is an area of outstanding biodiversity value

No, the land is not identified in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

f) Whether the land is in a conservation area

The land is not located within a heritage conservation area under the Port Stephens Local Environmental Plan 2013.

g) Whether an item of environmental heritage is located on the land

The land is not identified as containing an item of environmental heritage significance under the provisions in Port Stephens Local Environmental Plan 2013.

3. Contributions Plans

(1) The name of each contributions plan applying to the land

Port Stephens Local Infrastructure Contributions Plan 2020

(2) The land is not in a special contributions area under the Act, Division 7.1.

Note. These documents specify development contributions required towards the cost of providing additional community services or facilities if a property is developed. They are available on request from Council or can be viewed www.portstephens.nsw.gov.au.

4. Complying Development

(1) Whether or not the land to which the certificate relates is land on which complying development may be carried out under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

Housing Code

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

Inland Code

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

Rural Housing Code

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

Agritourism and Farm Stay Accommodation Code

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

Pattern Book Development Code

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

Low Rise Housing Diversity Code

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

Greenfield Housing Code

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

Housing Alterations Code

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

General Development Code

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

Industrial and Business Alterations Code

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

Industrial and Business Buildings Code

Complying development under the Commercial and Industrial (New Buildings and Additions) Code MAY be carried out on the land.

Container Recycling Facilities Code

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

Subdivisions Code

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

Demolition Code

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

Fire Safety Code

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

(2) If complying development may not be carried on the land under the above codes, it is because of the provisions of Clauses 1.17A(1)(c) to (e), (2), (3), or (4), 1.18(1)(c3) or 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Council is not in a position to ascertain the reason why complying development may not be carried out under the Policy. Contact Council's duty officer on (02) 4988 0255 for

any enquiries relating to the reason why complying development may not be carried out on the land.

- (3) If the land is a lot to which the Housing Code, Rural Housing Code, Low Rise Medium Density Housing Code, Greenfield Housing Code, Housing Alterations Code, General Development Code, or Commercial and Industrial (New Buildings and Additions) Code (within the meaning of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* applies, complying development may be carried out on any part of the lot that is not affected by the provisions of clauses 1.17A(1)(c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of that Policy.
- (4) There are no variations to the exempt development codes under clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* in relation to the land.

5. Exempt development

- (1) Whether the land is on land which exempt development may be carried out under each of the exempt development codes under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Division 1 General Code

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

Division 2 Advertising and Signage Code

Exempt development under the Advertising and Signage Code MAY be carried out on the land.

Division 3 Temporary Uses and Structures Code

Exempt development under the Temporary Uses and Structures Code MAY be carried out on the land.

Note: Clause 1.16(1)(c) specifies that exempt development must not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act. Council does not have sufficient information to ascertain whether the land is listed on the State Heritage Register under the *Heritage Act 1977*, or subject to an interim heritage order under that Act.

Note: If the land is a lot to which the General Code, Advertising and Signage Code, and Temporary Uses Code (within the meaning of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*) applies, exempt development may be carried out on any part of the lot that is not affected by the provisions of clause 1.16(1)(b1)–(d) or 1.16A of that Policy.

6. Affected building notices and building product rectification orders

- (1) Whether or not the council is aware that –

a) There is any affected building notice in force in relation to the land

There is no affected building notice in force in respect of the land.

- b) A building product rectification order is in force in relation to the land that has not been fully complied with

No

- c) Any notice of intention to make a building product rectification order has been given in respect of the land and is outstanding.

No

Note: In this section, *affected building notice* has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4. *Building product rectification order* has the same meaning as in the *Building Products (Safety) Act 2017*.

7. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Section 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in Section 3.15 of the *Environmental Planning and Assessment Act 1979 (the Act)*.

The Port Stephens Local Environmental Plan 2013 DOES NOT provide for the acquisition of this land, or part thereof, by a public authority as referred to in Section 3.15 of the Act.

8. Road widening and road realignment

Council's records indicate that the land the subject of this Certificate is not affected by any road widening or road realignment under:- (a) Section 25 of the Roads Act 1993; or (b) any environmental planning instrument; or (c) any resolution of the council.

9. Flood related development controls information

No part of the land is within the flood planning area, or between the flood planning area and the probable maximum flood, and therefore IS NOT subject to flood related development controls.

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

Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk (other than flooding or bush fire).

Council HAS NOT adopted a policy or been notified of any adopted policy of another public authority, that restricts development on the land because of the likelihood of landslip, tidal inundation, subsidence, contamination, salinity or sea level rise.

Council DOES HAVE adopted policies or has been notified of adopted policies of another public authority on matters relating to the risk of acid sulfate soils, coastal hazards and aircraft noise.

The information below identifies any adopted policies that apply to the land:

Clause 7.1 Acid Sulfate Soils of the Port Stephens Local Environmental Plan 2013 applies to the land. Acid sulfate soil mapping can be viewed on the NSW Department of Planning, Housing and Infrastructure Spatial Viewer.

NOTE: The absence of a council policy restricting the development of the land by reason of a particular natural hazard does not mean that the risk from that hazard is non-existent.

11. Bush fire prone land

Whether or not some, all, or none of the land is bush fire prone land.

All of the land is identified as bush fire prone land in Council's records. Further details of any applicable restrictions on development of the land may be obtained on application to Council. For further information, please contact Council's Duty Officer by telephoning 49880255.

12. Loose-fill asbestos insulation

Whether or not the land includes any residential premises (as defined in Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on a register of residential premises that contain or have contained loose-fill asbestos insulation.

No, the land does not include any residential dwelling identified on the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. For further information, please contact Department of Fair Trading by telephoning 13 77 88 or go to their website at www.fairtrading.nsw.gov.au.

13. Mine Subsidence

Whether or not the land is proclaimed to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

No, the land is not within a proclaimed or declared mine subsidence district.

14. Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or is proposed to be subject to a consent ballot.
- (2) The date of any subdivision order that applies to the land

Not applicable.

15. Property vegetation plans

If the land is land in relation to which a property vegetation plan under Part 4 of the *Native Vegetation Act 2003*, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

No, Council has not been notified of any property vegetation plans under the *Native Vegetation Act 2003* that affect the land to which this certificate applies.

16. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

No, Council has not been notified that the land is a biodiversity stewardship site.

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

17. Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

No, Council has not been notified that the land is biodiversity certified land.

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

18. 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 the council has been notified of the order).

The land is NOT affected by an order under the *Trees (Dispute Between Neighbours) Act 2006* (of which Council is aware).

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

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

No, the land is not subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services relating to existing coastal protection works to which the owner (or any previous owner) of the land has consented.

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*.

20. Western Sydney Aerotropolis

Not applicable to the Port Stephens Local Government Area.

21. Development consent conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

Council is unable to provide site-specific information on any conditions of a development consent granted after 11 October 2007 in relation to Clause 88(2) of the *State Environmental Planning Policy (Housing) 2021*, that may apply to the land.

22. Site compatibility certificates and development consent conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate (of which Council is aware) in relation to proposed development on the land.

Council is not aware of a current site compatibility certificate issued under *State Environmental Planning Policy (Housing) 2021*.

- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 21(1) or 40(1).

The land is not affected by any terms of a kind (of which Council is aware) referred to in Chapter 2, Part 2, Division 1 or clause 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021* in respect of development on the land.

23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

No, Council is not aware that water or sewerage services are, or are to be, provided under the *Water Industry Competition Act 2006*.

24. Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, Section 208B.

No, Council is not aware that any of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, Section 208B.

25. Interim development in future infrastructure corridors

If *State Environmental Planning Policy (Transport and Infrastructure) 2021*, section 4.7a applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

No, Council is not aware that any of the land is in the interim development in future infrastructure corridors within the meaning of the *State Environmental Planning Policy (Transport and Infrastructure) 2021*, section 4.7a.

Additional matters

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) Whether or not the land to which the certificate relates is significantly contaminated land within the meaning of that Act.
- (b) Whether or not the land to which the certificate relates is subject to a management order within the meaning of that Act.
- (c) Whether or not the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of the Act.
- (d) Whether or not the land to which this certificate relates is subject to an ongoing maintenance order within the meaning of that Act.

- (e) Whether or not the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such statement has been provided at any time to the local authority issuing the certificate.

There are no prescribed matters under section 59(2) of the Contaminated Land Management Act 1997 to be disclosed.

Issued by Port Stephens Council Development Services Group,
on behalf of **Tim Crosdale, General Manager.**

SEWER/WATER/RECYCLED WATER
UTILITY DATA
© HUNTER WATER CORPORATION



1 February 2023

Dear Joseph & Vesna

Subject: Approved Whole Occupation Certificate
Property: 35 Peachey Circuit, Karuah
Application No: CDC/1241262
Description: Dwelling

Please find enclosed the Whole Occupation Certificate for your development at the above property.

Council have been notified of this completion.

Thank you for choosing Buildcert as your Principal Certifier. Please don't hesitate to contact us should you require any of our services in the future.

Yours sincerely

A handwritten signature in black ink, appearing to read "Dane Ceccato".

DANE CECCATO

On behalf of Buildcert Certification Pty Ltd - RBC8
Accreditation Body: NSW Fair Trading

Occupation Certificate

Issued in accordance with Sections 6.9 & 6.10 of the Environmental Planning and Assessment Act 1979 & Part 5 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021

Certificate No: CDC/1241262

Determination: APPROVED

Property Address: Lot 509 SP 1234310, 35 Peachey Circuit, KARUAH NSW 2324

Type of Certificate: WHOLE

Description of Work: Dwelling

BCA Classification: 1a, 10a

STATEMENT

- The health and safety of the occupants of the building have been taken into consideration, and
- A current Development Consent or Complying Development Certificate is in force for the building, and the works are consistent with that consent, and
- If any building work has been carried out, a current Construction Certificate (or Complying Development Certificate) has been issued with respect to the plans and specifications for the building, and
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.

This certificate is issued by:



DANE CECCATO
ACCREDITATION NUMBER: BDC3155

Certificate Determined on:

1 FEBRUARY 2023

On behalf of Buildcert Certification Pty Ltd - RBC8
Accreditation Body: NSW Fair Trading

ATTACHMENTS

- Schedule of Critical Stage Inspections



SCHEDULE OF CRITICAL STAGE INSPECTIONS

Property: 35 Peachey Circuit, Karuah
Application No: CDC/1241262
Description: Dwelling

INSPECTION	RESULT	DATE	ACCREDITED CERTIFIER
Stormwater Drainage Connections	Satisfactory	23/09/2021	Michael Fraser
Slab on Ground	Satisfactory	8/10/2021	Michael Fraser
Frame	Satisfactory	16/12/2021	Ryan Hucherko
Wet Area Flashing	Satisfactory	24/02/2022	Ryan Hucherko
Completion Inspection	Unsatisfactory	5/08/2022	Dane Ceccato
Completion Inspection	Unsatisfactory	10/10/2022	Dane Ceccato
Completion Inspection	Satisfactory	19/12/2022	Dane Ceccato
Completion Inspection	Satisfactory	1/02/2023	Dane Ceccato

**HBCF**

Certificate in respect of insurance for residential building work

Policy No: HBCF21039738

Policy Date: 25/06/2021

A contract of insurance complying with sections 92 and 96 of the **Home Building Act 1989** (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the **State Insurance and Care Governance Act 2015**.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period
In respect of	New Single Dwelling Construction
Description of construction as advised by builder^	New residential dwelling
At	35 Peachey Circuit Karuah New South Wales 2324
Site plan number^	NA
Site plan type^	NA
Homeowner	
Carried out by	Mojo Homes Pty Limited
Licence number	269829C
Builder job number^	250976
Contract amount^	\$353,795.00
Contract date^	25/01/2021
Premium paid	\$2,201.91
Cost of additional products or services under contract	Nil - no additional services
Price (including GST and Stamp Duty)	\$2,640.09
Note: The total price does not include any brokerage or other costs to arrange the insurance contract.	

Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

There are absolute limits on what you can be paid under this insurance, both in respect of non-completion of the works and as a total policy limit. Please review the policy wording closely for those limits. In summary, the total limit of the policy in any case (including the non-completion of building work, defective building work and any other costs covered by the policy) is \$340,000 per dwelling, with a sub-limit in respect of the non-completion of the building work of 20% of the contract price (as varied). This policy will never pay more than 20% of the contract price (as varied) in respect of the non-completion of building work, and never more than \$340,000 per dwelling for all loss, damage, costs and liabilities covered.

Certificate No: HBCF21039738

Issued on: 25/06/2021

Nathan Agius, General Manager, General Lines Underwriting
Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

Our reference: 24-8306

30 March 2026

All Steel Sheds Pty Ltd
2209 Pacific Highway
HEATHERBRAE NSW 2324

Dear Sir/Madam,

Re: 35 Peachey Circuit, Karuah NSW 2324

Occupation Certificate No.: 24-8306/01

In accordance with Sections 6.9, 6.10 of the Environmental Planning and Assessment Act 1979, we enclose an Occupation Certificate relating to the construction of the above project.

As required under the legislation copies of the same have been forwarded to Port Stephens Council for their records and the Final Fire Safety Certificate, where appropriate, issued to NSW Fire Brigades. Please note that annual certification of the fire safety measures is a statutory responsibility of the building owner. CD Certification would be pleased to offer our assistance.

We would like to take this opportunity to thank you for using our services. Should you need to discuss any issues, please do not hesitate to contact the Registered Certifier, Chris Dan on the above numbers.

Yours sincerely,



Chris Dan
Director and Building Certifier
CD Certification

OCCUPATION CERTIFICATE - 24-8306/01 - WHOLE (RESIDENTIAL)

Issued under Part 6 of the Environmental Planning and Assessment Act 1979 (Occupation/Use of a New Building)

APPLICANT DETAILS**Applicant:****Address:****Phone:****Fax:****OWNER DETAILS****Name of the person having benefit of the development consent:****Address:****Phone:****RELEVANT CONSENTS**

Consent Authority / Local Government Area:	Port Stephens Council
Development Consent Number:	16-2023-638-1
Date Issued:	13/02/2024
Construction Certificate Number:	24-8306/01

PROPOSAL

Address of Development:	35 Peachey Circuit, Karuah NSW 2324
Lot:	Lot 509
DP:	DP1234310
Type of Occupation Certificate:	Whole
Building Classification:	10a
Scope of Building Works Covered by this Notice:	Shed and Carport
Attachments:	Schedule 1
Fire Safety Schedule:	N/A
Exclusions:	Nil

REGISTERED CERTIFIER

Certifying Authority:	CD Certification
Registration No:	RBC00026
Registration Body:	NSW Fair Trading

DETERMINATION

Approval Date:	30/03/2026
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I, Chris Dan, as the certifying authority, certify that:

- I have been appointed as the Principal Certifier under s6.5;
- A current Development Consent or Complying Development Certificate is in force with respect to the building;
- A Construction Certificate has been issued with respect to the plans and specifications for the building;
- The building is suitable for occupation or use in accordance with its Classification under the Building Code of Australia;
- Where required, a final Fire Safety Certificate has been issued for the building;
- Where required, a report from the Commissioner of Fire Brigades has been considered.


Chris Dan

N.B. Right of Appeal: Under s6.5, where the Certifying Authority is Council, an applicant may appeal to the Land & Environment Court against the refusal to issue an Occupation Certificate within 12 months from the date of the decision.

SUPPORTING DOCUMENTATION RELIED UPON

Prepared by	Document	Reference	Date
Shannon De Souza	Bushfire Compliance Certificate	24-8306	15/10/2025
Chris Dan	Construction Certificate	24-8306/01	17/04/2024
	Council Completion Certificate Works Within Road Reserve	-	-
Port Stephens Council	Development Consent	13/2/2024	13/02/2024
	DPIE OC portal lodgement	CFT-590359	21/08/2024
Nathan Ovenden	Glazing Certificate	110908	08/10/2024
icare	HBCF Insurance	HBCF24020203	18/04/2024
Michael and Gemma Hickey	OC application form	-	16/08/2024
CD Certification Pty Ltd	Mandatory Critical Stage Inspection Summary Report	CC 24-8306/01	30/03/2026

MANDATORY CRITICAL STAGE INSPECTION SUMMARY REPORT

TYPE OF CRITICAL STAGE INSPECTION		INSPECTION DATES	
		Date	Name & Accreditation No.
☒	Prior to pouring any in-situ reinforced concrete building element	19/04/2024	
☒	Prior to covering of the framework for any floor, wall, roof, or other building element	10/08/2024	
☒	Prior to covering any stormwater drainage connections	20/08/2024	
☒	After the building work has been completed and prior to any Occupation Certificates being issued in relation to the building	30/03/2026	
SITE DETAILS			
Address:		35 Peachey Circuit, Karuah NSW 2324	
DA No.:		16-2023-638-1	CC No.: 24-8306/01
RECORD OF INSPECTION			
Inspection by another Registered Certifier (not the PCA):	Name of Registered Certifier:		
	Registration No.		
	Has Report by this Registered Certifier been Attached?	N/A	
Was work carried out satisfactorily (if not undertaken by PCA)?	N/A		
Notes:			
MISSED INSPECTION			
Was an inspection missed due to "unavoidable circumstances"?	N/A	If yes – please see missed inspection report	
Principal Contractor	Name:		
	Tel:		
Name of PCA:			
Signature of PCA:		Date: 30/03/2026	
Accreditation Body:	NSW Fair Trading		
Accreditation Number:	BDC		

Installation Certificate

Bushfire Protection Measures

Construction Certificate No:	24-8306
Property Address:	35 Peachey Circuit, Karuah NSW 2324
Description of the building:	Detached Shed

I hereby certify that:

	I have undertaken the relevant site & construction protection requirements to achieve the Bushfire Attack Level of (BAL).....29..... in accordance with 1. Part 3.7.4.0 of the Building Code of Australia, AS 3959-2018 "Construction of buildings in bushfire prone areas", Planning for Bush Fire Protection 2006 including - Addendum Appendix 3 (ISBN 0 9751033 2 6) or 2. As above & as modified by any specific NSW Rural Fire Service Section 79BA or 100B development consent condition.
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Installer Details

Name:	All Steel Sheds
Address:	2209 Pacific Highway Heatherbrae NSW 2324
Licence No or O/B: If Applicable	266633C
Company If Applicable	Mobile: 0458 131 603 Email: Info@allsteelsheds.net.au
Name:	Shannon De Souza
Signature:	
Date:	15/10/2025

CONSTRUCTION CERTIFICATE

Issued under Part 6 the Environmental Planning and Assessment Act 1979

APPLICANT DETAILS**Applicant:****Address:****Phone:****OWNER DETAILS****Owner:****RELEVANT DEVELOPMENT CONSENTS**

Consent Authority / Local Government Area:	Port Stephens Council
Development Consent Number:	16-2023-638-1
Development Consent Date:	13/02/2024
NSW Planning Portal Ref Number:	CFT-489826
Construction Certificate Number:	24-8306/01
Date of Issue of Construction Certificate:	17/04/2024

PROPOSAL

Address of Development:	35 Peachey Circuit, Karuah NSW 2324
Lot/ DP:	509 in DP1234310
BCA Classification:	10a
Description of Building Works:	Shed and Carport
Value of Construction Certificate (incl. GST)	\$70,500.00
Attachments:	Schedule 1: Approved Plans and Specifications and Supporting Documentation Relied Upon
Critical Stage Inspections:	See attached Notice

REGISTERED CERTIFIER

Registered Certifier:	CD Certification
Registration No:	RBC00026
Registration Body:	NSW Fair Trading

I certify that building work completed in accordance with the documents accompanying the application for the certificate, including modifications verified by the certifier shown on the documents, will comply with the requirements referred to in the Act, Part 6.

Dated: 17/04/2024

Chris Dan

(note - this information has been taken directly from, and as accepted by, the NSW Government Planning Portal CC application)

SCHEDULE 1: APPROVED PLANS AND SPECIFICATIONS/ SUPPORTING DOCUMENTATION RELIED UPON**1. Endorsed Architectural Plans**

Prepared by	Document	Drawing number	Revision	Date
All Steel Sheds	Site Plan	Unreferenced	-	18/10/2023
All Steel Sheds	Shed – Elevations & Sections	3308030901 – DWGQP1	-	Undated
All Steel Sheds	Carport – Elevations & Sections	3308031009 – DWGQP1	-	Undated

2. Endorsed Structural Plans – Shed

Prepared by	Document	Drawing Number	Revision	Date
Calare Civil Consulting Engineers	Engineering Schedule	3308030901	-	23/02/2024
Calare Civil Consulting Engineers	End Elevations	3308030901	-	23/02/2024
Calare Civil Consulting Engineers	Side Elevations	3308030901	-	23/02/2024
Calare Civil Consulting Engineers	Plan Elevation	3308030901	-	23/02/2024
Calare Civil Consulting Engineers	End Frame Elevations	3308030901	-	23/02/2024
Calare Civil Consulting Engineers	Side Frame Elevations	3308030901	-	23/02/2024
Calare Civil Consulting Engineers	Floor Plan	3308030901	-	23/02/2024
Calare Civil Consulting Engineers	Slab Details	3308030901	-	23/02/2024
Calare Civil Consulting Engineers	Connection Details	3308030901	-	23/02/2024
Calare Civil Consulting Engineers	Connection Details	3308030901	-	23/02/2024
Calare Civil Consulting Engineers	Standard Notes	TS-001-01	-	03/03/2020
Calare Civil Consulting Engineers	Knee & Apex Plates & Footing Tie Down	TS-001-02	-	03/03/2020
Calare Civil Consulting Engineers	Mullion, Flybracing & Batten Fixing Table	TS-001-03	-	03/03/2020
Calare Civil Consulting Engineers	Knee & Apex Brace Fixing Details	TS-001-04	-	03/03/2020
Calare Civil Consulting Engineers	Door and Window Framing	TS-001-05	-	03/03/2020
Calare Civil Consulting Engineers	Bracing Provisions and Details	TS-001-06	-	03/03/2020
Calare Civil Consulting Engineers	Standard Slab and Footings Drawing	TS-001-07	-	03/03/2020

3. Endorsed Structural Plans – Awining & Carport

Prepared by	Document	Drawing Number	Revision	Date
Calare Civil Consulting Engineers	Standard Notes	ALST-001-00 Sheet 1/1	1	01/07/2015
Calare Civil Consulting Engineers	Gable Carport	ALST-001-01 Sheet 1/1	1	01/07/2015
Calare Civil Consulting Engineers	Awning Attached	ALST-001-02 Sheet 1/1	1	01/07/2015
Calare Civil Consulting Engineers	Skillion Carport	ALST-002-01 Sheet 1/1	1	01/07/2015

4. Endorsed other documents

Prepared by	Document	Reference	Date
	CC Application Form	CC 24-8306	17/10/2023
Port Stephens Council	Development Consent	DA 16-2023-638-1	13/02/2024
	DPIE CC Portal Lodgement	CFT-489826	01/03/2024
Hunter Water Corporation	Hunter Water Building Plan Assessment	100257	23/10/2023

	PC Agreement	CC 24-8306	17/10/2023
CD Certification Pty Ltd	Record of Site Inspection	CC 24-8306	05/03/2024
Port Stephens Council	Section 138 Roads Act Driveway Application Approval	CRM 378765	12/03/2024
Calare Civil Consulting Engineers	Structural Design Certificate - Awning & Carport	20141073	16/09/2021
Calare Civil Consulting Engineers	Structural Design Certificate - Shed	20240200	23/02/2024

DRIVEWAY APPLICATION APPROVAL

Issued under the Section 138 of the Roads Act 1993

Application Reference:	CRM 378765
Property Address:	35 Peachey Circuit KARUAH 2324
Determination:	Approved
Approval Date:	9 October 2024
Certifying Authority:	Port Stephens Council

Inspection of the driveway crossing at 35 Peachey Circuit KARUAH 2324 has been completed, and verifies construction to the required Council standards.

Winston Stokes
AUTHORISED OFFICER

9 October 2024
DATE

4988 0255
PHONE



PORT STEPHENS COUNCIL

NOTICE OF DETERMINATION OF A DEVELOPMENT APPLICATION

Application number	DA 16-2023-638-1 PAN-384430
Applicant	Annette Duhring 2209 PACIFIC HIGHWAY HEATHERBRAE 2324
Description of development	Shed and Awning
Property	35 PEACHEY CIRCUIT KARUAH 2324 509/-/DP1234310
Determination	Approved Consent Authority - Council staff under delegated authority
Date of determination	13/02/24
Date from which the consent operates	13/02/24
Date on which the consent lapses	14/02/29

Under section 4.18(1) of the EP&A Act, notice is given that the above development application has been determined by the granting of consent using the power in section 4.16(1)(a) of the EP&A Act, subject to the conditions specified in this notice.

Reasons for approval

The determination decision was reached for the following reasons:

- The proposed development, subject to the recommended conditions, is consistent with the objectives of the applicable environmental planning instruments, being; Port Stephens Local Environmental Plan 2013 (PSLEP).
- The proposed development is, subject to the recommended conditions, consistent with the objectives of the Port Stephens Council Development Control Plan 2014 (PSDCP).
- Subject to the recommended conditions the proposed development will be provided with adequate essential services required under the PSLEP.

- The proposed development is considered to be of an appropriate scale and form for the site and the character of the locality.
- The proposed development, subject to the recommended conditions, will not result in unacceptable adverse impacts upon the natural or built environments.
- The proposed development is a suitable and planned use of the site and its approval is within the public interest.
- Any submission issues raised have been taken into account in the assessment report and where appropriate conditions of consent have been included in the determination. Council has given due consideration to community views when making the decision to determine the application.

REASONS WHY THE CONDITIONS HAVE BEEN IMPOSED

The following conditions are applied to:

1. Confirm and clarify the terms of Council's Approval;
2. Identify modifications and additional requirements that will result in improved compliance, development and environmental outcomes;
3. Prevent, minimise, and/or offset adverse environmental impacts including economic and social impacts;
4. Set standards and performance measures for acceptable environmental performance; and

Provide for the ongoing management of the development.

Right of appeal / review of determination

If you are dissatisfied with this determination:

Request a review

You may request a review of the consent authority's decision under section 8.3(1) of the EP&A Act. The application must be made to the consent authority within 6 months from the date that you received the original determination notice provided that an appeal under section 8.7 of the EP&A Act has not been disposed of by the Court.

Rights to appeal

You have a right under section 8.7 of the EP&A Act to appeal to the Court within 6 months after the date on which the determination appealed against is notified or registered on the NSW planning portal.

The Dictionary at the end of this consent defines words and expressions for the purposes of this determination.

Tristan Sullivan
Building Surveyor

Person on behalf of the consent authority

Terms and Reasons for Conditions

Under section 88(1)(c) of the EP&A Regulation, the consent authority must provide the terms of all conditions and reasons for imposing the conditions other than the conditions prescribed under section 4.17(11) of the EP&A Act. The terms of the conditions and reasons are set out below.

General Conditions

1	Approved plans and supporting documentation Development must be carried out in accordance with the following approved plans and documents, except where the conditions of this consent expressly require otherwise. <table><tr><th colspan="5">Approved plans</th></tr><tr><th>Plan number</th><th>Revision number</th><th>Plan title</th><th>Drawn by</th><th>Date of plan</th></tr><tr><td>-</td><td>-</td><td>Site Plan</td><td>Applicant</td><td>As submitted</td></tr><tr><td>DWGQP1 Ref: 3308030901</td><td>-</td><td>Shed – Elevations and Sections</td><td>All Steel Sheds</td><td>As submitted</td></tr><tr><td>DWGQP1 Ref: 3308031009</td><td>-</td><td>Awning - Elevations and Sections</td><td>All Steel Sheds</td><td>As submitted</td></tr></table> In the event of any inconsistency between the approved plans and documents, the approved Plans prevail. In the event of any inconsistency with the approved plans and a condition of this consent, the condition prevails. Condition reason: To ensure all parties are aware of the approved plans and supporting documentation that applies to the development	Approved plans					Plan number	Revision number	Plan title	Drawn by	Date of plan	-	-	Site Plan	Applicant	As submitted	DWGQP1 Ref: 3308030901	-	Shed – Elevations and Sections	All Steel Sheds	As submitted	DWGQP1 Ref: 3308031009	-	Awning - Elevations and Sections	All Steel Sheds	As submitted
Approved plans																										
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DWGQP1 Ref: 3308030901	-	Shed – Elevations and Sections	All Steel Sheds	As submitted																						
DWGQP1 Ref: 3308031009	-	Awning - Elevations and Sections	All Steel Sheds	As submitted																						
2	Building Code of Australia All building work must be carried out in accordance with the BCA. In this clause, a reference to the BCA is a reference to that Code as in force on the date the application for the relevant Construction Certificate is made. Condition reason: To ensure that all building works are completed in accordance with the Building Code of Australia																									
3	Excavation for Residential Building Works If the approved development involves an excavation that extends below the level of the base of the footings of a building on adjoining land, the person having the benefit of the consent must, at the person's own expense:																									

	a) protect and support the adjoining premises from possible damage from the excavation; b) where necessary, underpin the adjoining premises to prevent any such damage. This condition does not apply if the person having the benefit of the consent owns the adjoining land or the owner of the adjoining land has given consent in writing to that condition not applying, and a copy of that written consent is provided to the PCA prior to the excavation commencing. Condition reason: To ensure development that involves excavation that extends below the base of the footings of a building on adjoining land will not result in adverse impacts to adjoining lots.
4	Footpath Crossing Construction A footpath crossing and driveway must be constructed in accordance with this consent and the approved Construction Certificate prior to use or occupation of the development. Note: A Works on Public Infrastructure (Driveway) approval must be obtained prior to the commencement of such works. This can be located on Port Stephens Council website. Condition reason: To ensure that the developer constructs a footpath crossing with the relevant S149 Approval.
5	Sign on Building Except in the case of work only carried out to the interior of a building or Crown building work, a sign must be erected in a prominent position on the site showing the name, address and telephone number of the Principal Certifying Authority for the work, the name of any principal contractor and their after-hours contact number, and must contain a statement that unauthorised entry to the site is prohibited. The sign must be maintained while the work is being carried out and is to be removed when the work is completed. Condition reason: To require signage that details the relevant contacts of a development

Building Work

Before issue of a construction certificate

6	Roads Act Approval For construction/reconstruction of Council infrastructure, including vehicular crossings, footpath, kerb and gutter, stormwater drainage, an application must be made for a Roadworks Permit under Section 138B of the Roads Act 1993 Condition reason: To ensure that works within the road reserve are approved by a Section 138B Approval of the Roads Act 1993.
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Before building work commences

7	All Weather Access A 3m wide all-weather vehicle access is to be provided from the kerb and gutter to the building under construction for the delivery of materials and use by trades people.
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	No materials, waste or the like are to be stored on the all-weather access at any time. Condition reason: To ensure that adequate vehicular access is provided to and from the site, prior to the commencement of works.
8	Compliance with Home Building Act (if applicable) In the case of residential building work for which the Home Building Act 1989 requires there to be a contract of insurance in force in accordance with Part 6 of that Act, that such a contract of insurance is in force before any building work authorised to be carried out by the consent commences. Condition reason: To ensure that a contract of insurance is in force in accordance with Part 6 of that Act, before any building work authorised to be carried out by the consent commences.
9	Construction Certificate Required In accordance with the provisions of Section 6.7 of the Environmental Planning & Assessment Act 1979 (EP&A Act 1979), construction or subdivision works approved by this consent must not commence until the following has been satisfied: a) a Construction Certificate has been issued by a Consent Authority; b) a Principal Certifying Authority (PCA) has been appointed by the person having benefit of the development consent in accordance with Section 6.5 of the EP&A Act 1979; and c) the PCA is notified in writing of the name and contractor licence number of the owner/builder intending to carry out the approved works. Condition reason: To ensure that a Construction Certificate has been issued for the building works prior to the commencement of work.
10	Damage report – Public Infrastructure The applicant is required to notify Council in writing of any existing damage to public infrastructure (including landscaping) within the vicinity of the development, the absence of such notification signifies that no damage exists Condition reason: Small-scale development - Where the development is in close proximity to Council infrastructure.
11	Erosion and sediment controls in place Before any site work commences, the principal certifier, must be satisfied the erosion and sediment controls in the erosion and sediment control plan are in place. These controls must remain in place until any bare earth has been restabilised in accordance with 'Managing Urban Stormwater: Soils and Construction' prepared by Landcom (the Blue Book) (as amended from time to time). Condition reason: To ensure sediment laden runoff and site debris do not impact local stormwater systems and waterways
12	Home Building Act requirements Residential building work within the meaning of the Home Building Act 1989 must not be carried out unless the principal certifier for the development to which the work relates (not being the council) has given the council written notice of the following information — a) In the case of work for which a principal contractor is required to be appointed— i) the name and licence number of the principal contractor, and ii) the name of the insurer by which the work is insured under Part 6 of that Act,

	b) In the case of work to be done by an owner-builder— i) the name of the owner-builder, and ii) if the owner-builder is required to hold an owner-builder permit under that Act, the number of the owner-builder permit. If arrangements for doing the residential building work are changed while the work is in progress so that the information notified becomes out of date, further work must not be carried out unless the principal certifier for the development to which the work relates (not being the Council) has given the Council written notice of the updated information. Condition reason: To ensure compliance with the Home Building Act 1989 and to verify that the certifying principal authority for the development has given appropriate written notice to council.
13	Notice Commencement of Work Notice must be given to Council and the Principal Certifier, if not the Council, of the person's intention to commence the erection of the building or undertake subdivision work at least two days prior to subdivision and/or building works commencing in accordance with Sections 6.6 (2) and 6.12 (2) (c) of the Environmental Planning and Assessment Act 1979 and Section 59 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021. The notice must include: a) the name and address of the person; b) a description of the work to be carried out; c) the address of the land on which the work is to be carried out; d) the Registered numbers and date of issue of the development consent and construction certificate; e) a statement signed by or on behalf of the principal certifier that all conditions of the consent that must be satisfied before the work commences have been satisfied; and f) the date on which the work is intended to commence. The notice must be lodged on the NSW planning portal. Condition reason: To ensure that the Principal Certifier has given notice to the Consent Authority and Council at least two days prior to subdivision and/or building works commencing in accordance with S6.6(2)(a) of the Environmental Planning and Assessment Act 1979 and Sec
14	Notice of Principal Certifying Authority Appointment The Principal Certifier for this development must give notice must be given to the consent authority and Council, where the Council is not the consent authority, at least two days prior to subdivision and/or building works commencing in accordance with Section 6.6 (2) (a) of the Environmental Planning and Assessment Act 1979 and Section 57 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021. The notice must include: a) a description of the work to be carried out; b) the address of the land on which the work is to be carried out; c) the Registered number and date of issue of the relevant development consent;

	d) the name and address of the Principal Certifier and the person who appointed the principal certifier; e) if the principal certifier is a registered certifier - the certifier's registration number, and - a statement signed by the registered certifier to the effect that the certifier consents to being appointed as principal certifier, and - a telephone number on which the certifier may be contacted for business purposes. The notice must be lodged on the NSW planning portal. Condition reason: To ensure that the Principal Certifier has given notice that they will be the Principal Certifier to the Consent Authority and Council at least two days prior to subdivision and/or building works commencing in accordance with S6.6(2)(a) of the Environmenta
15	Rubbish Generated from the Development Where not already available, a waste containment facility is to be established on site. The facility is to be regularly emptied and maintained for the duration of works. No rubbish must be stockpiled in a manner which facilitates the rubbish to be blown or washed off site. The site must be cleared of all building refuse and spoil immediately upon completion of the development. Condition reason: To ensure that construction waste is appropriately stockpiled and removed from site.

During building work

16	Construction Noise While building work is being carried out, and where a noise and vibration management plan is approved under this consent, the applicant must ensure that any noise generated from the site is controlled in accordance with the requirements of that plan. OR While building work is being carried out and where no noise and vibration management plan is approved under this consent, the applicant is to ensure that any noise caused by demolition, vegetation removal or construction does not exceed an LAeq (15 min) of 5dB(A) above background noise, when measured at any lot boundary of the property where the construction is being carried out. Condition reason: To ensure that developments do give rise to offensive noise impacts during works.
17	Cut and fill (if applicable) While building work is being carried out, the principal certifier must be satisfied all soil removed from or imported to the site is managed in accordance with the following requirements: All excavated material removed from the site must be classified in accordance with the EPA's Waste Classification Guidelines before it is disposed of at an approved waste management facility and the classification and the volume of material removed must be reported to the principal certifier. All fill material imported to the site must be Virgin Excavated Natural Material as defined in

	Schedule 1 of the Protection of the Environment Operations Act 1997 or a material identified as being subject to a resource recovery exemption by the NSW EPA. Condition reason: To ensure that all imported and/or exported fill is Virgin Excavated Natural Material.
18	Discovery of relics and Aboriginal objects While site work is being carried out, if a person reasonably suspects a relic of Aboriginal object is discovered: a) the work in the area of the discovery must cease immediately; b) the following must be notified i) for a relic – the Heritage Council; or ii) for an Aboriginal object – the person who is the authority for the protection of Aboriginal objects and Aboriginal places in New South Wales under the National Parks and Wildlife Act 1974, section 85. Site work may recommence at a time confirmed in writing by: a) for a relic – the Heritage Council; or b) for an Aboriginal object – the person who is the authority for the protection of Aboriginal objects and Aboriginal places in New South Wales under the National Parks and Wildlife Act 1974, section 85. Condition reason: To ensure the protection of objects of potential significance during works
19	Hours of work Site work must only be carried out between the following times – 7:00am to 5:00pm on Monday to Saturday Site work is not to be carried out outside of these times except where there is an emergency, or for urgent work directed by a police officer or a public authority. Condition reason: To protect the amenity of the surrounding area
20	Implementation of BASIX commitments While building work is being carried out, the applicant must undertake the development strictly in accordance with the commitments listed in the BASIX certificate(s) approved by this consent, for the development to which the consent applies. Condition reason: To ensure that while building work is being carried out, the development strictly in accordance with the commitments listed in the BASIX certificate(s) approved by this consent.
21	Offensive Noise, Dust, Odour and Vibration All work must not give rise to offensive noise, dust, odour or vibration as defined in the Protection of the Environment Operations Act 1997 when measured at the nearest property boundary. Condition reason: To ensure that developments do not give rise to offensive noise, dust,

	odour, or vibration.
22	Stormwater Disposal Following the installation of any roof, collected stormwater runoff from the structure must be: a) Diverted through a first flush system or leaf/debris prevention system before being connected to an existing stormwater easement/system/street. Condition reason: All applications.
23	Toilet facilities Temporary toilet(s) must be provided and maintained on site from the time of commencement of building work to completion. The number of toilets provided must be one toilet per 20 persons or part thereof employed on the site at any one time. The temporary toilet is to be either connected to the sewerage system or an approved septic tank or otherwise may be a chemical toilet supplied by a licensed contractor. Condition reason: To ensure adequate amenity facilities are provided to the site during construction.
24	Bushfire safety – Other developments The site is located within a bushfire prone area and must comply with NSW Rural Fire Service document "Planning for Bushfire Protection 2019" (PBP2019). In this regard the following is required: a) Proposed development must comply with the construction requirements of Planning for Bushfire Protection on each elevation for a Bushfire Attack Level (BAL) of 29 b) The entire property must be managed as an 'Inner Protection Area' as outlined within PBP2019. c) Compliance with Appendix 3 of PBP2019. d) Compliance with the specific requirements of Chapter 8 of PBP2019 Details demonstrating compliance must be provided to the Certifying Authority. Where a bush fire report has not been carried out, the building must comply with Planning for Bushfire Protection 2019 and AS 3959.2018 'Construction of Buildings in Bushfire Prone Areas' Level 29 construction and the entire property must be managed as an 'Inner Protection Area' as outlined within Appendix 4 of Planning for Bushfire Protection 2019 Condition reason: To ensure that development within bushfire prone areas other than residential dwellings, residential and rural residential subdivision or Special Fire Protection Purposes are adequately constructed to the relevant standard and vegetation is managed to the

Before issue of an occupation certificate

25	Completion of Roads Act Approval works All approved road, footpath and/or drainage works, including vehicle crossings, have been completed in the road reserve in accordance with the Roads Act Approval to the satisfaction of the Council as the Roads Authority.
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	Condition reason: To ensure that approved works within the road reserve have been completed to the satisfaction of the Council.
26	Occupation Certificate Required An Occupation Certificate must be obtained prior to any use or occupation of the development. The Principal Certifying Authority must be satisfied that the development has been constructed in accordance with approved plans, specifications and conditions of this consent. Condition reason: To ensure that an Occupation Certificate relating to the development has been provided to the Principal Certifying Authority.
27	Removal of waste upon completion Before the issue of an occupation certificate, the principal certifier must ensure all refuse, spoil and material unsuitable for use on-site is removed from the site and disposed of in accordance with the approved waste management plan. Written evidence of the removal must be supplied to the satisfaction of the principal certifier. Before the issue of a partial occupation certificate, the applicant must ensure the temporary storage of any waste is carried out in accordance with the approved waste management plan to the principal certifier's satisfaction. Condition reason: To ensure that all waste is appropriately removed from the subject site prior to the issue of an Occupation Certificate.
28	Repair of infrastructure Before the issue of an occupation certificate, the applicant must ensure any public infrastructure damaged as a result of the carrying out of building works (including damage caused by, but not limited to, delivery vehicles, waste collection, contractors, sub-contractors, concreting vehicles) is fully repaired to the written satisfaction of Council, and at no cost to Council. Note: If the council is not satisfied, the whole or part of the bond submitted will be used to cover the rectification work. Condition reason: To ensure that any damage resulting to public infrastructure is appropriately rectified at no cost to the Council.
29	Stormwater/Drainage Works All stormwater and drainage works required to be undertaken in accordance with this consent must be completed. The certification/verification must be provided to the satisfaction of the Principal Certifying Authority. Condition reason: To ensure stormwater and drainage works have been undertaken in accordance with the approved plans.

Occupation and ongoing use

No additional conditions have been applied to this stage of development.

General advisory notes

This consent contains the conditions imposed by the consent authority which are to be complied with

when carrying out the approved development. However, this consent is not an exhaustive list of all obligations which may relate to the carrying out of the development under the EP&A Act, EP&A Regulation and other legislation. Some of these additional obligations are set out in the [*Conditions of development consent: advisory notes*](#). The consent should be read together with the *Conditions of development consent: advisory notes* to ensure the development is carried out lawfully.

The approved development must be carried out in accordance with the conditions of this consent. It is an offence under the EP&A Act to carry out development that is not in accordance with this consent. Building work or subdivision work must not be carried out until a construction certificate or subdivision works certificate, respectively, has been issued and a principal certifier has been appointed.

A document referred to in this consent is taken to be a reference to the version of that document which applies at the date the consent is issued, unless otherwise stated in the conditions of this consent.

Dictionary

The following terms have the following meanings for the purpose of this determination (except where the context clearly indicates otherwise):

Approved plans and documents means the plans and documents endorsed by the consent authority, a copy of which is included in this notice of determination.

AS means Australian Standard published by Standards Australia International Limited and means the current standard which applies at the time the consent is issued.

Building work means any physical activity involved in the erection of a building.

Certifier means a council or a person that is registered to carry out certification work under the *Building and Development Certifiers Act 2018*.

Construction certificate means a certificate to the effect that building work completed in accordance with specified plans and specifications or standards will comply with the requirements of the EP&A Regulation and *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*.

Council means PORT STEPHENS COUNCIL.

Court means the Land and Environment Court of NSW.

EPA means the NSW Environment Protection Authority.

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

EP&A Regulation means the *Environmental Planning and Assessment Regulation 2021*.

Independent Planning Commission means Independent Planning Commission of New South Wales constituted by section 2.7 of the EP&A Act.

Occupation certificate means a certificate that authorises the occupation and use of a new building or a change of building use for an existing building in accordance with this consent.

Principal certifier means the certifier appointed as the principal certifier for building work or subdivision work under section 6.6(1) or 6.12(1) of the EP&A Act respectively.

Site work means any work that is physically carried out on the land to which the development the subject of this development consent is to be carried out, including but not limited to building work, subdivision work, demolition work, clearing of vegetation or remediation work.

Stormwater drainage system means all works and facilities relating to:

- the collection of stormwater,
- the reuse of stormwater,
- the detention of stormwater,
- the controlled release of stormwater, and
- connections to easements and public stormwater systems.

Strata certificate means a certificate in the approved form issued under Part 4 of the *Strata Schemes Development Act 2015* that authorises the registration of a strata plan, strata plan of subdivision or notice of conversion.

Sydney district or regional planning panel means Hunter and Central Coast Regional Planning Panel.

Apply for certificate

Select the certificate action you would like to apply for	Occupation certificate
Select the type of certificate you wish to apply for	Occupation certificate for whole building
Do you want to direct this application to a Principal Certifier or State Agency for assessment?	Principal Certifier
Which approval type is this certificate in relation to?	Development Application number (DA)
Please enter the DA number that the consent authority has provided(e.g. DA/22/2023).	DA 16-2023-638-1
Please enter the certifier reference number that your council or certifier has provided you	
Enter State determined number of the approval which is related to this certificate application (please include the SSD/SSI prefix)	
Was the DA applied for via the NSW Planning Portal?	Yes
Was the CDC applied for via the NSW Planning Portal?	
Please provide the portal application reference number (PAN)	PAN-384430
Please provide the portal application reference number (CDC)	
Has the DA been determined?	Yes
Has the CDC been determined?	
Has the SSI / SSD case been determined?	
Date of determination of the DA Case	13/02/24
Date of determination of the state determined case	
Please enter the date the construction certificate or CDC was issued	
Please provide Principal Certifier appointment reference number from NSW Planning Portal	
Please provide ITSOC reference number from NSW Planning Portal	
Was a related construction certificate applied via NSW Planning Portal?	Yes
Please enter the Construction Certificate(CC) number which is related to this certificate application	CFT-489826
Please provide Construction certificate reference number	
Is the building work excluded from the Design and Building Practitioners Act 2020?	
Site address #	1
Street address	35 PEACHEY CIRCUIT KARUAH 2324
Local government area	PORT STEPHENS
Lot / Section Number / Plan	509/-/DP1234310 ☒
Primary address?	Yes
Planning controls affecting property	

Applicant details

Title	Mrs
First given name	Annette
Other given name/s	
Family name	Duhring
Contact number	0249872733
Email	admin@allsteelsheds.net.au

Address	2209 PACIFIC HIGHWAY HEATHERBRAE 2324
Is the applicant a company?	Yes
Name	ALL STEEL SHEDS PTY LTD
ABN	17162967446
ACN	162967446
Trading Name	

Land owner details

Owner/s of the Development Site	There are one or more owners of the development site and I am NOT one of them
Owner Builder?	No
Title	
First given name	
Other given name/s	
Family name	
Contact number	
Email	
Address	35 PEACHEY CIRCUIT KARUAH 2324
Company name (if applicable)	
ABN/ACN	
Owner Builder?	No
Title	
First given name	
Other given name/s	
Family name	
Contact number	
Email	
Address	35 PEACHEY CIRCUIT KARUAH 2324
Company name (if applicable)	
ABN/ACN	
I declare that I have shown this document, including all attached drawings, to the owner(s) of the land, and that I have obtained their consent to submit this application.	
Who will be doing the building work?	Licensed Builder

Builder or Principal contractor details

Builder Type	A Company , business , government entity or other similar body
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Legal Name	ALL STEEL SHEDS PTY LTD
ABN	17162967446
ACN	162967446
Trading Name	
Address	2209 Pacific Highway, Heatherbrae, NSW, 2324
Email Address	admin@allsteelsheds.net.au

Title	
First given name	
Other given name/s	
Family name	
Contact number	

Email	
Address	
Licence number or Permit number in the case of an owner builder	
Are there any security or site conditions which may impact on the person undertaking the inspection? eg: locked gates, dogs, animals etc	No
Provide details	

Payer details

Payer Type	Individual
Company Name	
ABN	
ACN	
Trading Name	
Billing Address	
Email ID	
Title	Mrs.
First given name	Annette
Other given name/s	
Family name	Duhring
Contact number	0249872733
Email	admin@allsteelsheds.net.au
Billing address	2209 PACIFIC HIGHWAY HEATHERBRAE 2324

Developer details

Name	
ABN	
ACN	
Trading Name	ACN
Email	
Address	

Proposed development details

Selected common application types	Erection of a new structure
Selected development types	Carport Shed
Class(es) of building under the Building Code of Australia. (If parts of the building have different classes, include all classes)	Class 10a
Please provide a detailed description of the development	Shed 9m x 4m x 2.8m with 1.5m x 2m enclosed awning and a separate awning 12m x 3.6m x 3.3m

Principal certifier

The applicant has selected the following certifying organisation to assess this application

Company name	CHRIS DAN CERTIFICATION PTY. LTD.
Trading name	CD Certification
ABN	14614224896
ACN	614 224 896
Address	5/19 Reliance Drive TUGGERAH NSW 2259
Email	adminmanager@cdcet.com.au

Declarations

Applicant declaration	
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I declare that all the information in the application and checklist is, to the best of my knowledge, true and correct	Yes
I understand that the application and the accompanying information will be provided to the appropriate consent authority for the purposes of the assessment and determination of this application, and may be provided to other State agencies.	Yes
I understand that if incomplete, the consent authority may request more information, which will result in delays to the application.	Yes
The information and materials provided may be used for notification and advertising purposes, and may be made available to the public for inspection.	Yes
I acknowledge that copies of this application and supporting documentation may be provided to interested persons in accordance with the Government Information (Public Access) 2009 (NSW) (GIPA Act).	Yes
I have read and agree to the collection and use of my personal information as outlined in the Privacy Notice.	Yes
I agree to the appropriately delegated assessment officers attending the site for the purpose of inspection.	Yes
I agree to pay any required NSW Planning Portal Service Fee/s specified under Part 9, Schedule 4 of the Environmental Planning and Assessment Regulation 2021 to the Department of Planning, Housing and Infrastructure.	Yes

Review of application

What is the outcome of your review?	Accept application
Additional certifier comments	
Certifier reference number	CC 24-8306
Has the applicant paid the application fees?	No
Enter the date the application was lodged into the certifier's system	21/08/24

Westal Windows Pty Ltd
P: 1300 172 788
www.westal.com.au
Email: sales@westal.com.au
ABN: 21 123 606 600



COMPLIANCE/GLAZING CERTIFICATE

Date :8/10/2024

Job No: 110908
Quoted By: Kristen Lombardo
Customer Ref: 2209 PACIFIC HWY

To
ALL STEEL SHEDS PTY LTD
PO Box 105
RAYMOND TERRACE
NSW

Address
2209 PACIFIC HIGHWAY
HEATHERBRAE

This is to certify that the items scheduled, for the above project, are glazed in accordance with NCC 2022 Vol 2, AS1288-2021 with windows and doors meeting the performance requirements of AS-2047-2014.

Sales Line	Details	Qty
0001 W01	System 132 SLIDING WINDOW Size 700h x 1496w Glazing Zone N2_700DWP Water Penetrate 150pa Restricted No BAL Rating BAL 29	1
0002	System Screen Fit	1
0003	System DELIVERY TO	1


Nathan Ovenden
Manager/Director
Westal Windows Pty Ltd

The Builder/Installer certifies that the windows and doors supplied have been installed correctly and the human impact glass located in the correct openings.

Builder / Installer Signature



Date

8, 10, 24

Certificate in respect of insurance for residential building work

Policy No: HBCF24020203

Policy Date: 18/04/2024

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period
In respect of	H04 - Building Work to an Existing Dwelling
Description of construction as advised by builder^	Proposed shed 9m x 4 x 2.8m with attached awning 1.5m x 2m and proposed carport 12m x 3.6m x 3.3m
At	35 Peachey Circuit Karuah New South Wales 2324
Site plan number^	NA
Site plan type^	NA
Homeowner	
Carried out by	All Steel Sheds Pty Ltd
Licence number	266633C
Builder job number^	
Contract amount^	\$73,100.00
Contract date^	17/10/2023
Premium paid	\$786.06
Cost of additional products or services under contract	Nil - no additional services
Price (including GST and Stamp Duty) Note: The total price does not include any brokerage or other costs to arrange the insurance contract.	\$942.49

^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

There are absolute limits on what you can be paid under this insurance, both in respect of non-completion of the works and as a total policy limit. Please review the policy wording closely for those limits. In summary, the total limit of the policy in any case (including the non-completion of building work, defective building work and any other costs covered by the policy) is \$340,000 per dwelling, with a sub-limit in respect of the non-completion of the building work of 20% of the contract price (as varied). This policy will never pay more than 20% of the contract price (as varied) in respect of the non-completion of building work, and never more than \$340,000 per dwelling for all loss, damage, costs and liabilities covered.

Certificate No: HBCF24020203

Issued on: 18/04/2024



Nathan Agius, General Manager, Underwriting IfNSW & HBCF
Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

OCCUPATION CERTIFICATE APPLICATION FORM

Application Type and NSW Planning Portal Reference

☐ Interim ☐ Final
☐ Partial ☒ Whole ☐ Part (of a Building)

Development Type:

☒ Residential
☐ Commercial / Industrial

Development Site Details

Street Address, Suburb and Post Code

35 Peachey Circuit, Karuah

Lot No:	Section No:	DP / SP No:
509		1234310

NSW Planning Portal Lodgement Reference (Post Consent Occupation Certificate)

PAN-384430 CFT-590359

Office Use Only

Date Application Received

21/08/2024

Development Description

If the application relates to a new use of the building or part of the building also describe the new use (only if applicable).

Shed 9m x 5m x 2.8m with enclosed awning 1.5m x 2m and carport 12m x 3.6m x 3.3m

Existing Classification (if known)	New Classification (if change of use)
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Development Consent (DA/CDC) and Construction Certificate (CC) Details (only as applicable)

Development Consent No.	Council & Date of Approval: (leave blank if unknown)	CC No.
638/2023 DA 16-2023-638-1	Port Stephens Council 13/2/2024	24-8306
CDC No.	Certifying Authority & Date of Approval: (leave blank if unknown)	Office Use Only CC or CDC Portal Reference No.
	Chris Dan 17/04/2024	CFT-489826

Details of the Applicant/s

An application for an Occupation Certificate may only be made by a person who is eligible to appoint a Principal Certifier for the development. An application may not be made by a person who will carry out the building work unless that person owns the land on which the work is to be carried out.

Name of Applicant/s or Company Name and Authorised Signatory (Director/Secretary) ABN (if applicable)

Postal Address:	Suburb:	Post Code:
C/- All Steel Sheds, PO Box 105	Raymond Terrace	2324

Mobile / Phone Number: Email Address:

Applicants Agreement and Declaration (Please note that this section must be signed and consented to by all registered owner/s of the property)

By signing this agreement, you consent and agree to:

- 1) I/We hereby apply for Occupation Certificate (OC) related to this development.
- 2) I/We acknowledge that I/we must comply with all relevant DA or CDC conditions and/or occupation certificate nominated in the approval documentation.
- 3) I/We agree to receive approval documentation via electronic communication. Hard copy approval documentation can be provided on request.
- 4) I/We consent and provide permission to CD Certification to update any discrepancies in the NSW Planning Portal.

Signature:

Signature:

Date: 16.8.24

Date: 16.8.24

Print Name:

Print Name:

Lodgement of the Application

An application for an Occupation Certificate must be delivered by hand, by post or transmitted electronically to the principal office of the Principal Certifier. Applications MAY NOT be sent by fax.

Policy No: HBCF24020203

Policy Date: 18/04/2024

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period
In respect of	H04 - Building Work to an Existing Dwelling
Description of construction as advised by builder^	Proposed shed 9m x 4 x 2.8m with attached awning 1.5m x 2m and proposed carport 12m x 3.6m x 3.3m
At	35 Peachey Circuit Karuah New South Wales 2324
Site plan number^	NA
Site plan type^	NA
Homeowner	
Carried out by	All Steel Sheds Pty Ltd
Licence number	266633C
Builder job number^	
Contract amount^	\$73,100.00
Contract date^	17/10/2023
Premium paid	\$786.06
Cost of additional products or services under contract	Nil - no additional services
Price (including GST and Stamp Duty) Note: The total price does not include any brokerage or other costs to arrange the insurance contract.	\$942.49

^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

There are absolute limits on what you can be paid under this insurance, both in respect of non-completion of the works and as a total policy limit. Please review the policy wording closely for those limits. In summary, the total limit of the policy in any case (including the non-completion of building work, defective building work and any other costs covered by the policy) is \$340,000 per dwelling, with a sub-limit in respect of the non-completion of the building work of 20% of the contract price (as varied). This policy will never pay more than 20% of the contract price (as varied) in respect of the non-completion of building work, and never more than \$340,000 per dwelling for all loss, damage, costs and liabilities covered.

Certificate No: HBCF24020203

Issued on: 18/04/2024



Nathan Agius, General Manager, Underwriting IfNSW & HBCF
Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

17 April 2024

Our reference: 24-8306

All Steel Sheds Pty Ltd
2209 Pacific Highway
HEATHERBRAE NSW 2324

Dear Sir/Madam,

Re: 35 PEACHEY CIRCUIT, KARUAH NSW 2324

Construction Certificate No.: 24-8306/01

Thank you for choosing CD Certification to issue the construction certificate and undertake all mandatory inspections for the above property.

Please find attached an electronic copy of the approved **Construction Certificate** for the subject development together with a copy of the stamped plans. We have also uploaded the approval to Council via the NSW Planning Portal for registration.

The Notice of Appointment of Principal Certifier and Notice of Commencement of Building Work form is required to be submitted to Council 48 hours prior to commencement of building work. CD Certification will lodge this form to Council on your behalf after once all pre commencement conditions have been met.

The Principal Certifier role to be undertaken by CD Certification will require mandatory inspections to be completed in line with the attached Notice of Inspections.

Inspection Bookings: Inspections can be booked by phoning our office on (02) 4332 6888 **OR** by emailing inspections@cdcert.com.au.

Cancellations / Rescheduling: Inspections must be cancelled or rescheduled by phone (02) 4332 6888.

We look forward to working with you throughout this project.

Yours sincerely,



Chris Dan
Director and Building Certifier
CD Certification

CONSTRUCTION CERTIFICATE

Issued under Part 6 the Environmental Planning and Assessment Act 1979

APPLICANT DETAILS**Applicant:****Address:****Phone:****OWNER DETAILS****Owner:****RELEVANT DEVELOPMENT CONSENTS**

Consent Authority / Local Government Area:	Port Stephens Council
Development Consent Number:	16-2023-638-1
Development Consent Date:	13/02/2024
NSW Planning Portal Ref Number:	CFT-489826
Construction Certificate Number:	24-8306/01
Date of Issue of Construction Certificate:	17/04/2024

PROPOSAL

Address of Development:	35 Peachey Circuit, Karuah NSW 2324
Lot/ DP:	509 in DP1234310
BCA Classification:	10a
Description of Building Works:	Shed and Carport
Value of Construction Certificate (incl. GST)	\$70,500.00
Attachments:	Schedule 1: Approved Plans and Specifications and Supporting Documentation Relied Upon
Critical Stage Inspections:	See attached Notice

REGISTERED CERTIFIER

Registered Certifier:	CD Certification
Registration No:	RBC00026
Registration Body:	NSW Fair Trading

I certify that building work completed in accordance with the documents accompanying the application for the certificate, including modifications verified by the certifier shown on the documents, will comply with the requirements referred to in the Act, Part 6.

Dated:

17/04/2024



Chris Dan

(note - this information has been taken directly from, and as accepted by, the NSW Government Planning Portal CC application)

SCHEDULE 1: APPROVED PLANS AND SPECIFICATIONS/ SUPPORTING DOCUMENTATION RELIED UPON**1. Endorsed Architectural Plans**

Prepared by	Document	Drawing number	Revision	Date
All Steel Sheds	Site Plan	Unreferenced	-	18/10/2023
All Steel Sheds	Shed – Elevations & Sections	3308030901 – DWGQP1	-	Undated
All Steel Sheds	Carport – Elevations & Sections	3308031009 – DWGQP1	-	Undated

2. Endorsed Structural Plans – Shed

Prepared by	Document	Drawing Number	Revision	Date
Calare Civil Consulting Engineers	Engineering Schedule	3308030901	-	23/02/2024
Calare Civil Consulting Engineers	End Elevations	3308030901	-	23/02/2024
Calare Civil Consulting Engineers	Side Elevations	3308030901	-	23/02/2024
Calare Civil Consulting Engineers	Plan Elevation	3308030901	-	23/02/2024
Calare Civil Consulting Engineers	End Frame Elevations	3308030901	-	23/02/2024
Calare Civil Consulting Engineers	Side Frame Elevations	3308030901	-	23/02/2024
Calare Civil Consulting Engineers	Floor Plan	3308030901	-	23/02/2024
Calare Civil Consulting Engineers	Slab Details	3308030901	-	23/02/2024
Calare Civil Consulting Engineers	Connection Details	3308030901	-	23/02/2024
Calare Civil Consulting Engineers	Connection Details	3308030901	-	23/02/2024
Calare Civil Consulting Engineers	Standard Notes	TS-001-01	-	03/03/2020
Calare Civil Consulting Engineers	Knee & Apex Plates & Footing Tie Down	TS-001-02	-	03/03/2020
Calare Civil Consulting Engineers	Mullion, Flybracing & Batten Fixing Table	TS-001-03	-	03/03/2020
Calare Civil Consulting Engineers	Knee & Apex Brace Fixing Details	TS-001-04	-	03/03/2020
Calare Civil Consulting Engineers	Door and Window Framing	TS-001-05	-	03/03/2020
Calare Civil Consulting Engineers	Bracing Provisions and Details	TS-001-06	-	03/03/2020
Calare Civil Consulting Engineers	Standard Slab and Footings Drawing	TS-001-07	-	03/03/2020

3. Endorsed Structural Plans – Awining & Carport

Prepared by	Document	Drawing Number	Revision	Date
Calare Civil Consulting Engineers	Standard Notes	ALST-001-00 Sheet 1/1	1	01/07/2015
Calare Civil Consulting Engineers	Gable Carport	ALST-001-01 Sheet 1/1	1	01/07/2015
Calare Civil Consulting Engineers	Awning Attached	ALST-001-02 Sheet 1/1	1	01/07/2015
Calare Civil Consulting Engineers	Skillion Carport	ALST-002-01 Sheet 1/1	1	01/07/2015

4. Endorsed other documents

Prepared by	Document	Reference	Date
	CC Application Form	CC 24-8306	17/10/2023
Port Stephens Council	Development Consent	DA 16-2023-638-1	13/02/2024
Annette Duhring	DPIE CC Portal Lodgement	CFT-489826	01/03/2024
Hunter Water Corporation	Hunter Water Building Plan Assessment	100257	23/10/2023

Michael and Gemma Hickey	PC Agreement	CC 24-8306	17/10/2023
CD Certification Pty Ltd	Record of Site Inspection	CC 24-8306	05/03/2024
Port Stephens Council	Section 138 Roads Act Driveway Application Approval	CRM 378765	12/03/2024
Calare Civil Consulting Engineers	Structural Design Certificate - Awning & Carport	20141073	16/09/2021
Calare Civil Consulting Engineers	Structural Design Certificate - Shed	20240200	23/02/2024

NOTICE TO APPLICANT OF MANDATORY CRITICAL STAGE INSPECTIONS

Made under Part 7 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021 - Section 58

APPLICANT DETAILS

Name of the person having benefit of the Development Consent:	All Steel Sheds Pty Ltd
Address:	2209 Pacific Highway HEATHERBRAE NSW 2324
Phone:	02 4987 2733

RELEVANT CONSENTS

Consent Authority / Local Government Area:	Port Stephens Council
Development Consent Number:	16-2023-638-1
Date Issued:	13/02/2024
Construction Certificate Number:	24-8306/01

PROPOSAL

Address of Development:	35 Peachey Circuit, Karuah NSW 2324
Scope of Building Works Covered by this Notice:	Shed and Carport

CERTIFICATION DETAILS

Certifying Authority:	Chris Dan
Accreditation Body:	NSW Fair Trading
Registration No:	BDC 2471

I, Chris Dan of, CD Certification located at 5/19 Reliance Drive, Tuggerah NSW 2259 acting as the principal certifier, hereby give notice in accordance with Section 58 of the Part 7 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021 to the person having the benefit of the development consent that the mandatory critical stage inspections identified in Schedule 1 & Schedule 2 are to be carried out in respect of the building work.

The applicant, being the person having benefit of the development consent is required under Sections 58 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021 to notify the principal contractor (if not an owner-builder) of the applicable mandatory critical stage inspections specified under this notice.

To allow a principal certifier or another certifying authority time to carry out mandatory critical stage inspections, the principal contractor for the building site, or the owner builder, must notify the principal certifier at least 48 hours before building work is commenced at the site if a mandatory critical stage inspection is required before the commencement of the work in accordance with Clause 58 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021.

Failure to request a mandatory critical stage inspection will prohibit the principal certifier under Sections 58 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021 to issue an occupation certificate.

Dated: 17/04/2024

Chris Dan
Director and Building Certifier

SCHEDULE 1: MANDATORY CRITICAL STAGE INSPECTIONS

No.	Critical Stage Inspection	Inspector
1.	After excavation for and prior to placement of any footings	Certifying Authority
2.	Prior to pouring any in-situ reinforced concrete building element	Certifying Authority
3.	Prior to covering of the framework for any floor, wall, roof, or other building element	Certifying Authority
4.	Prior to covering any stormwater drainage connections	Certifying Authority
5.	After the building work has been completed & prior to any Occupation Certificate being issued in relation to the building	Principal Certifier

NOTICE OF APPOINTMENT OF PRINCIPAL CERTIFIER

Made under Part 4 & 6 of the Environmental Planning and Assessment Act 1979 Sections 4.19, 6.6, 6.7, 6.12, 6.13 & 6.14

OWNER DETAILS

Name of the person having benefit of the
Development Consent:

Address:

Phone:

RELEVANT CONSENTS

Consent Authority / Local Government Area:	Port Stephens Council
Development Consent Number:	16-2023-638-1
Date Issued:	13/02/2024
Construction Certificate Number:	24-8306/01

PROPOSAL

Address of Development:	35 Peachey Circuit, Karuah NSW 2324
Scope of Building Works Covered by this Notice:	Shed and Carport

PRINCIPAL CERTIFYING AUTHORITY

Certifying Authority:	CD Certification
Accreditation Body:	RBC00026
Registration No:	NSW Fair Trading

The owner has appointed CD Certification RBC00026 as the Principal Certifier as stated in the Complying Development Certificate lodged with CD Certification for the building works identified in this notice.

I, Chris Dan, Director and Building Certifier of CD Certification located at 5/19 Reliance Drive, Tuggerah NSW 2259 accept the appointment as Principal Certifier for the building works identified and covered under the relevant Construction Certificate as stated in this Notice.

Dated: 17/04/2024



Chris Dan
Director and Building Certifier

SITE PLAN

Scale – 1: 200

18th Oct, 2023

35 Peachey Circuit
Karuah
NSW 2324

Lot: 509

DP: 1234310

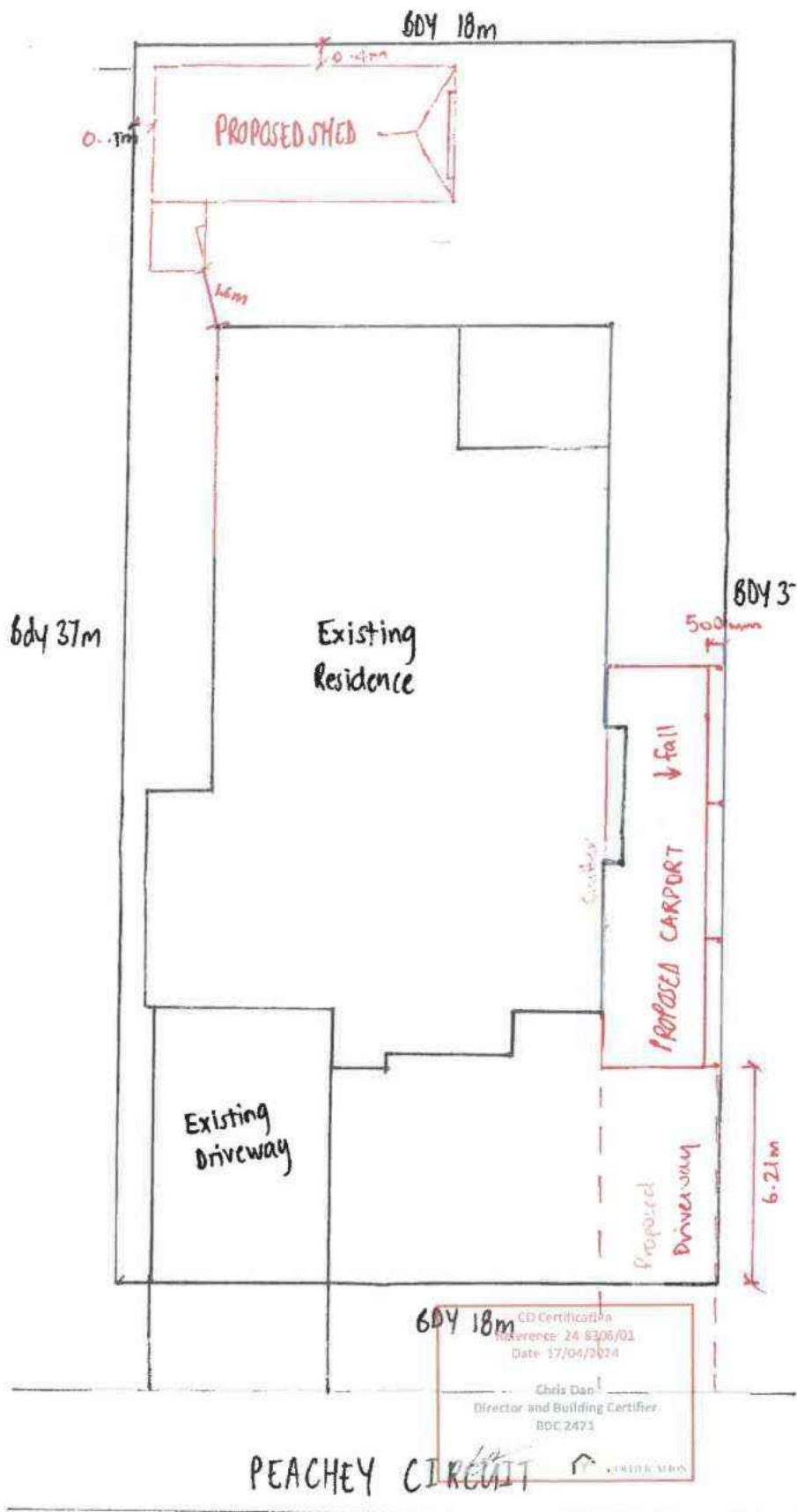
Area: 662m²

Proposed shed
9m x 4m x 2.8m with a
1.5m x 2m enclosed awning

Proposed Carport
12m x 3.6m x 3.3m

Stormwater to be
directed to the
street

NORTH:

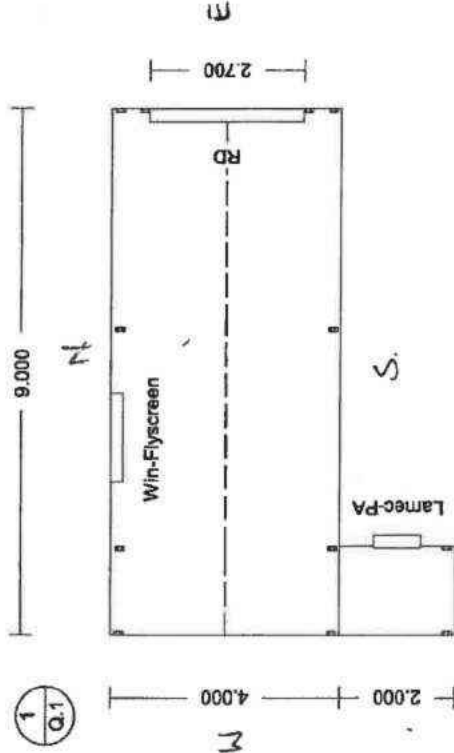


CD Certification
 Reference: 24-8308/01
 Date: 17/04/2024

Chris Den
 Director and Building Certifier
 SDC 2471

CERTIFICATION

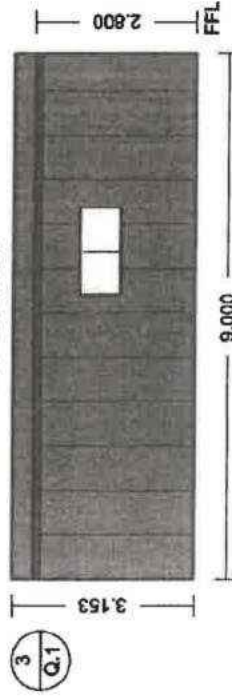
PORT STEPHENS COUNCIL
 This document relates to
 Development Consent No.
 16-2023-638-1
 and is subject to conditions
 as shown on that Consent



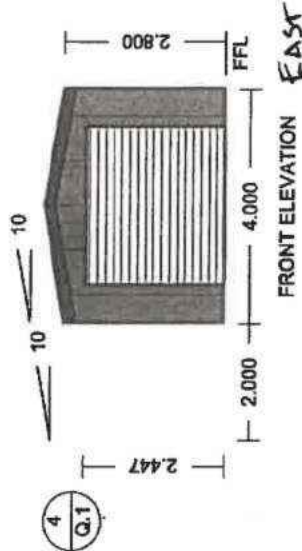
PLAN



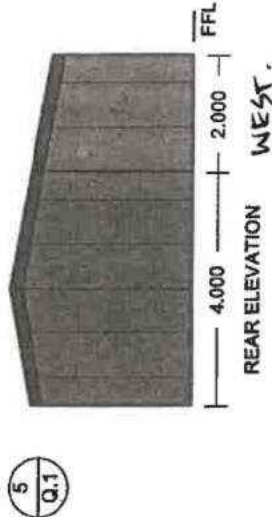
Left Elevation SOUTH



RIGHT ELEVATION NORTH



FRONT ELEVATION EAST



REAR ELEVATION WEST



CLIENT

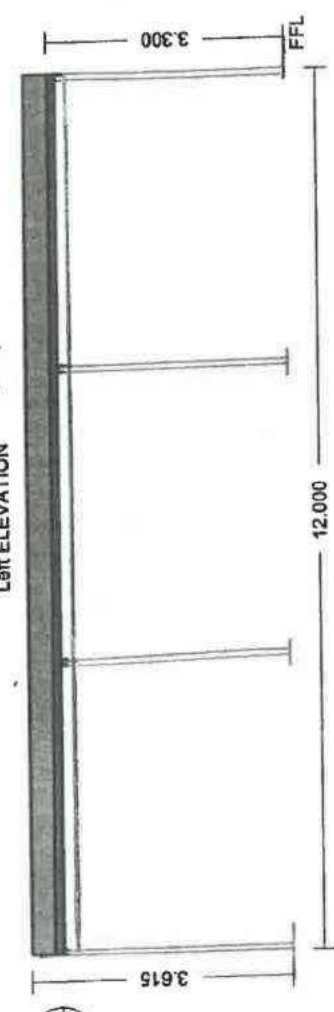
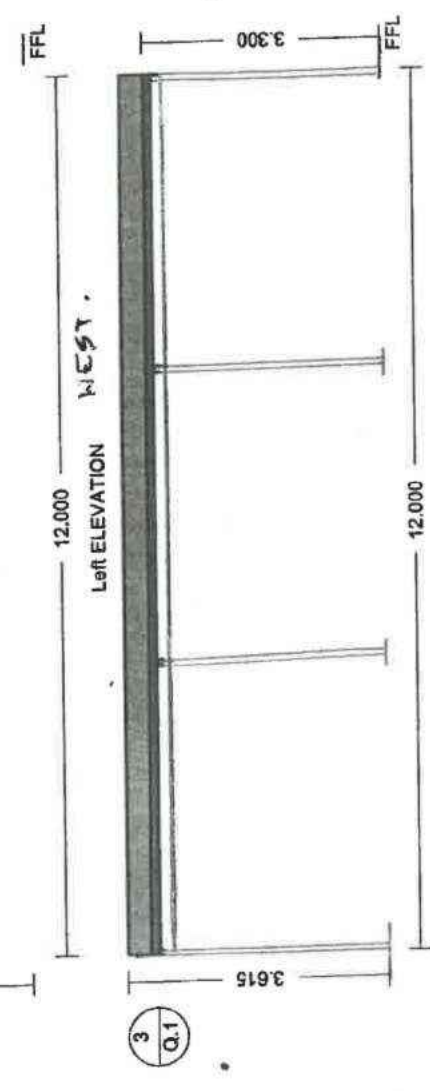
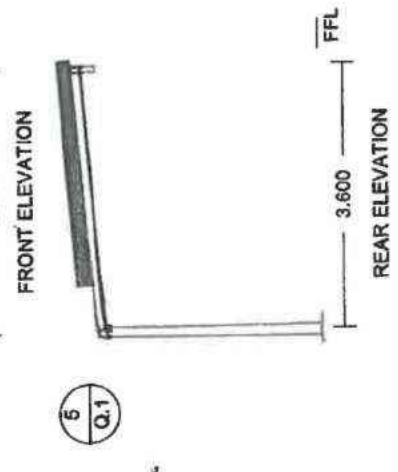
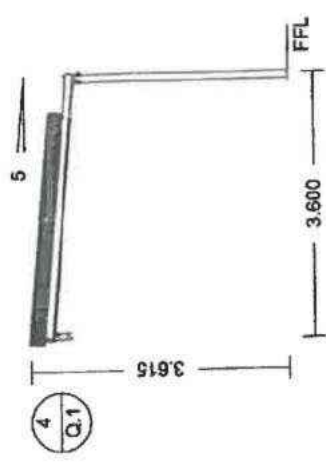
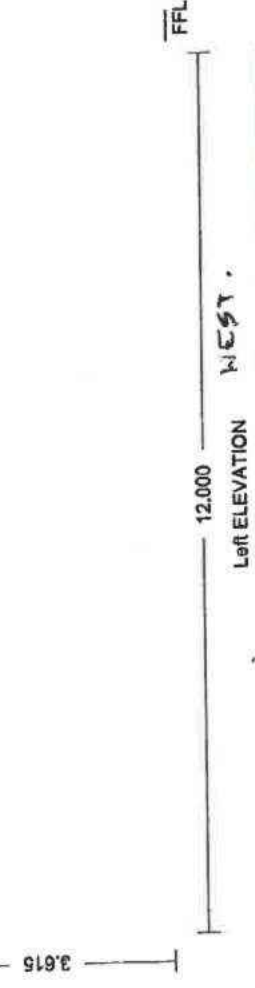
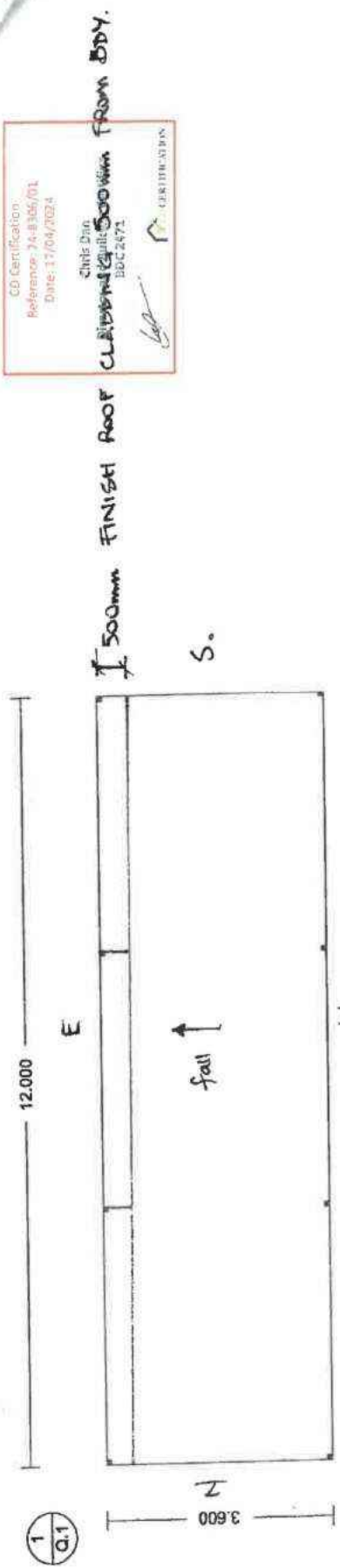
Proposed Shed 6,000 x 9,000 x 2,447-2,800 N3.
 At 35 Peachey Circuit Karuah
 For Jack Hickey

DRAWING

DWGQP1 Ref: 3308030901 Scale: 125:1

ARCHITECTURAL DRAWINGS

CD Certification
 Reference: 74-8306/01
 Date: 17/04/2024
 Chris Day
 BDC 2471
 CERTIFICATION



CLIENT
 Proposed Carport 3,600 x 12,000 x 3,300 N3
 At 35 Peachey Circuit Kenyah
 For Jack Hickey

DWGQP1 Ref: 3308031009 Scale: 100:1
 ARCHITECTURAL DRAWINGS

GENERAL:

- THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL ARCHITECTURAL AND OTHER CONSULTANTS DRAWINGS AND SPECIFICATIONS AND WITH SUCH OTHER WRITTEN INSTRUCTIONS AS MAY BE ISSUED DURING THE COURSE OF THE CONTRACT. ALL DISCREPANCIES SHALL BE REFERRED TO THE ARCHITECT FOR DECISION BEFORE PROCEEDING WITH THE WORK.
- ALL DIMENSIONS RELEVANT TO SETTING OUT AND OFF-SITE WORKS SHALL BE VERIFIED BY THE CONTRACTOR BEFORE CONSTRUCTION AND FABRICATION IS COMMENCED. THE ENGINEERS DRAWINGS SHALL NOT BE SCALED.
- DURING CONSTRUCTION THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE STRUCTURE IN A STABLE CONDITION AND ENSURE NO PART IS OVER-STRESSED.
- WHERE EXCAVATION WORK IS TO BE CARRIED OUT ADJACENT TO EXISTING FOOTINGS, THE EXACT LEVEL OF THE UNDERSIDE OF THE FOOTINGS SHALL BE OBTAINED BY TEST PITS PRIOR TO EXCAVATION. UNDERPINNING AND SHORING OF THE STRUCTURE SHALL BE CARRIED OUT AS DETAILED AND THE EXISTING STRUCTURE SHALL BE MAINTAINED IN A STABLE AND UNDAMAGED CONDITION.
- WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE RELEVANT CURRENT S.A.A. CODES (INCLUDING ALL AMENDMENTS) AND THE STATUTORY AUTHORITIES REQUIREMENTS, EXCEPT WHERE VARIED BY THE CONTRACT DOCUMENTS.
- ALL DIMENSIONS ARE IN MILLIMETERS UNLESS STATED OTHERWISE.
- CONSTRUCTION OF ANY MASONRY WALLS OR OTHER PERMANENT LOADING MUST NOT BE BUILT ON CONCRETE SLABS OR BEAMS UNTIL FORM WORK SUPPORTING SAME HAS BEEN REMOVED. HOWEVER PROPS AND FORM WORK SHALL NOT BE REMOVED BEFORE THE MINIMUM TIME SPECIFIED. DISTRIBUTE MASONRY ON SLAB ADJACENT TO ITS FINAL POSITION PRIOR TO CONSTRUCTING WALLS.



SNOW LOADING NOTE: (REFER AS 1170.3) THE SHELS DESIGNED WITHIN THESE STANDARD DRAWINGS ARE SUITABLE FOR THE FOLLOWING GROUND SNOW LOADS (Sg) (SUB ALPINE) SDC 2471

LOAD CASE	ROOF PITCH		
	10°	15°	20°
N2	0.4 kPa	0.4 kPa	0.4 kPa
N3	0.8 kPa	1.0 kPa	1.1 kPa
N4	1.6 kPa	1.8 kPa	2.0 kPa

THIS SHEDS AND ATTACHMENTS WITHIN THIS STANDARD SET HAVE BEEN DESIGNED USING LIMIT STATE WIND LOADS IN ACCORDANCE WITH AS/NZS1170.2(2011)

WIND SPEED	PERMISSIBLE STRESS	LIMIT STATE	qu VALUE
N2	33 (W33N)	40	0.96 kPa
N3	41 (W41N)	60	1.50 kPa
N4	50 (W50N)	81	2.23 kPa

NOTE: USERS OF THESE STANDARD DESIGN DRAWINGS SHALL BE KNOWLEDGEABLE IN SHEED CONSTRUCTION AND WIND CATEGORY TERMINOLOGIES

LOAD CASE DETERMINATION TABLES - ISOLATED MINOR STORAGE & FARM STRUCTURES

WIND CLASSIFICATION (IMPORTANCE LEVEL 1)

ANNUAL PROBABILITY OF EXCEEDANCE = 1:100 YEARS

MD = 0.95

WIND REGION	TC	TOPOGRAPHIC CLASS															
		T0	T1	T2	T3	T4	T5	T6	T7	T8	T9	T10	T11	T12	T13	T14	T15
REGION A	3.0	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	2.5	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	2.0	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	1.0	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
REGION B	3.0	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	2.5	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	2.0	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	1.0	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2

LOAD CASE DETERMINATION TABLES - ALL OTHER STRUCTURES

WIND CLASSIFICATION (IMPORTANCE LEVEL 2)

ANNUAL PROBABILITY OF EXCEEDANCE = 1:500 YEARS

MD = 0.95

WIND REGION	TC	TOPOGRAPHIC CLASS															
		T0	T1	T2	T3	T4	T5	T6	T7	T8	T9	T10	T11	T12	T13	T14	T15
REGION A	3.0	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	2.5	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	2.0	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	1.0	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
REGION B	3.0	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	2.5	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	2.0	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	1.0	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2

Designed by: [Signature] Date: 29/06/2015
 Checked by: [Signature] Date: 29/06/2015
 Approved by: [Signature] Date: 29/06/2015

DRAWING NO.: ALST-401-00
 STANDARD NOTES
 Sheet 1 of 1

RAFTER SPAN	WIND CAT. LOAD CASE	BT	BT	WINDING OPTION 1	WINDING OPTION 2	WINDING OPTION 3	WINDING OPTION 4
140% & ABOVE	N2	C20012	C10012	400x400x6000	400x400x6000	400x400x6000	400x400x6000
BAND	N4	C20018	C10018	400x400x6000	400x400x6000	400x400x6000	400x400x6000
	N6	C20018	C10018	400x400x6000	400x400x6000	400x400x6000	400x400x6000
	N8	C20018	C10018	400x400x6000	400x400x6000	400x400x6000	400x400x6000
	N10	C20018	C10018	400x400x6000	400x400x6000	400x400x6000	400x400x6000
7000	N2	C20018	C10018	400x400x6000	400x400x6000	400x400x6000	400x400x6000
	N4	C20018	C10018	400x400x6000	400x400x6000	400x400x6000	400x400x6000
	N6	C20018	C10018	400x400x6000	400x400x6000	400x400x6000	400x400x6000
	N8	C20018	C10018	400x400x6000	400x400x6000	400x400x6000	400x400x6000
9000	N2	C20018	C10018	400x400x6000	400x400x6000	400x400x6000	400x400x6000
	N4	C20018	C10018	400x400x6000	400x400x6000	400x400x6000	400x400x6000
	N6	C20018	C10018	400x400x6000	400x400x6000	400x400x6000	400x400x6000
	N8	C20018	C10018	400x400x6000	400x400x6000	400x400x6000	400x400x6000

NOTE: THESE SPANS REQUIRE C20018 APXZ BRACE 1 OF THE OVERALL RAN

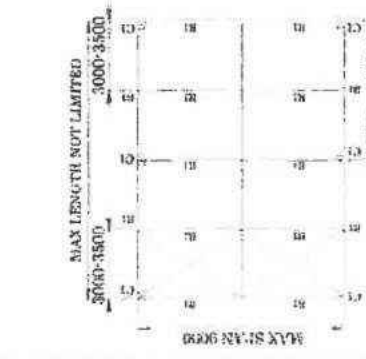
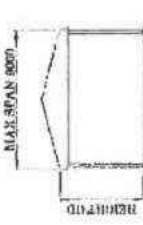
RAFTER SPAN	WIND CAT. LOAD CASE	BT	BT	WINDING OPTION 1	WINDING OPTION 2	WINDING OPTION 3	WINDING OPTION 4
140% & ABOVE	N2	C20012	C10012	400x400x6000	400x400x6000	400x400x6000	400x400x6000
BAND	N4	C20018	C10018	400x400x6000	400x400x6000	400x400x6000	400x400x6000
	N6	C20018	C10018	400x400x6000	400x400x6000	400x400x6000	400x400x6000
	N8	C20018	C10018	400x400x6000	400x400x6000	400x400x6000	400x400x6000
	N10	C20018	C10018	400x400x6000	400x400x6000	400x400x6000	400x400x6000
7000	N2	C20018	C10018	400x400x6000	400x400x6000	400x400x6000	400x400x6000
	N4	C20018	C10018	400x400x6000	400x400x6000	400x400x6000	400x400x6000
	N6	C20018	C10018	400x400x6000	400x400x6000	400x400x6000	400x400x6000
	N8	C20018	C10018	400x400x6000	400x400x6000	400x400x6000	400x400x6000
9000	N2	C20018	C10018	400x400x6000	400x400x6000	400x400x6000	400x400x6000
	N4	C20018	C10018	400x400x6000	400x400x6000	400x400x6000	400x400x6000
	N6	C20018	C10018	400x400x6000	400x400x6000	400x400x6000	400x400x6000
	N8	C20018	C10018	400x400x6000	400x400x6000	400x400x6000	400x400x6000

NOTE: 3.5m BAYS UPGRAD TO 4m BY ONE NUMBER SIZE

UPGRADE COLUMN SPEC TO NEXT NUMBER SIZE

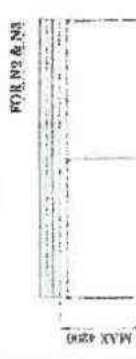
POST HEIGHT	POST SIZE	POST SIZE	POST SIZE
3.7m	75 x 2.5 SHS 100 x 3.0 SHS	with steel	
3.0m	75 x 2.5 SHS 100 x 3.0 SHS		
1.5m	100 x 3.0 SHS 100 x 3.0 SHS		
4.2m	100 x 3.5 SHS 100 x 4.0 SHS		

NOTE: INTERPOLATION OF THESE VALUES IS ALLOWED



PLAN VIEW MAX POST SPACING 7000

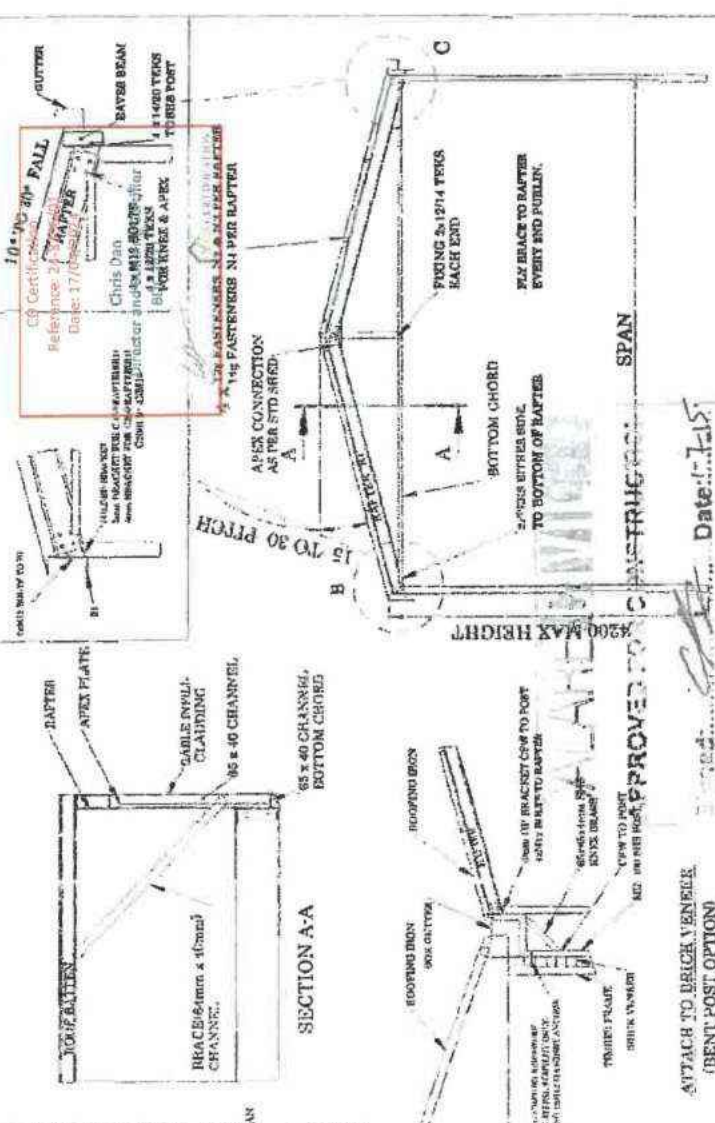
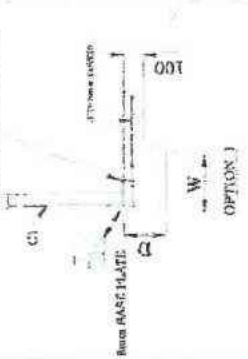
BRACING REQUIRED FOR CONSTRUCTION PURPOSES ONLY



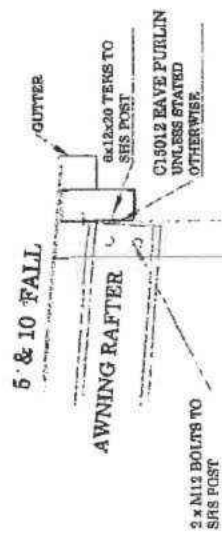
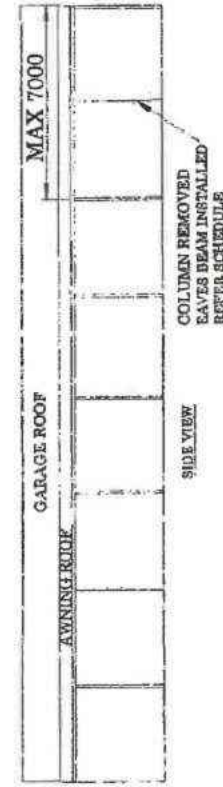
SIDE VIEW

NOTE: These designs assume structure is a roof only as defined in AS1170.2 with Cpe 0.6.

2 x 3/8 x 10 DINA BOLTS PER POST FOR NON CYCLONIC



CD Certification
 Reference: 24-8306/01
 Date: 17/04/2024
 BRACE WHEN WALL(S)
 ARE ATTACHED TO
 MAX 8m SPAN
 Chris Doherty
 BSC 7671
 AWNING ATTACHMENT
 BEARING SHEET



DETAIL A

NOTE
 REFER STD SPAN DWG'S
 FOR ROOF PURLIN SELECTION



SECTION B-B

SHS SPAN	MAX AWNING SPAN ALLOWED (mm)
4000	3000
5000	3500
6000	4000
7000	4500
8000	5000
9000	5500
10000	6000

NOTE: UP TO 8m WIDTH AWNINGS ARE ALLOWED FOR ALL SPANS BY INCREASING THE DOWN TO A MINIMUM OF 7.5m. AND INCREASING THE SET TO COLUMN BIR-RUC TO A MINIMUM OF 2100mm SECTIONS

END VIEW

POST HEIGHT	POST SIZE
3.7m	60 x 8.5 SHS
5.0m	75 x 11.5 SHS
5.5m	100 x 13.5 SHS
6.0m	100 x 15.5 SHS
6.5m	100 x 17.5 SHS
7.0m	125 x 19.5 SHS

OPEN AWNING RAFTER SELECTION - 3.0m BAYS

AWNING SPAN (mm)	N2					N3					N4				
	3.0	4.0	5.0	6.0	7.0	3.0	4.0	5.0	6.0	7.0	3.0	4.0	5.0	6.0	7.0
3000	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012
4000	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012
5000	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012
6000	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012

OPEN AWNING RAFTER SELECTION - 3.5m-4.0m BAYS

AWNING SPAN (mm)	N2					N3					N4				
	3.0	4.0	5.0	6.0	7.0	3.0	4.0	5.0	6.0	7.0	3.0	4.0	5.0	6.0	7.0
3000	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012
4000	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012
5000	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012
6000	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012	C18012

PIER FOOTING TABLE

AWNING SPAN (mm)	WIND LOADING (N x D)	
	N2	N4
3000	450 x 900	450 x 1000
6000	450 x 900	450 x 1300

PROVIDE FLY BRACING TO ALL RAFTERS IN ACCORDANCE WITH STANDARD DETAIL/SPACING. REFER STANDARD DETAILS SHEET.

EAVE BEAM FOR 3.0m BAYS

AWNING SPAN	N2	N3	N4
3.0m/3.5m	C20015	C20019	C20024
4.5m	C20015	C20019	C20024
6.0m	C20015	C20019	C20024

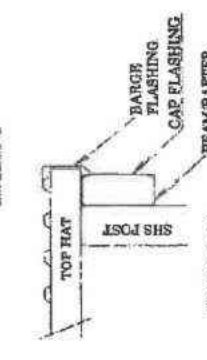
EAVE BEAM FOR 3.5m BAYS

AWNING SPAN	N2	N3	N4
3.0m/3.5m	C20015	C20019	C20024
4.5m	C20015	C20019	C20024
6.0m	C20015	C20019	C20024

EAVE BEAM FOR 4.0m BAYS

AWNING SPAN	N2	N3	N4
3.0m/3.5m	C20015	C20019	C20024
4.5m	C20015	C20019	C20024
6.0m	C20015	C20019	C20024

PLAN VIEW



SECTION A-A

Delivered by: OY
 Checked by: OY
 Approved by: OY
 Date: 29/JUNE/2015

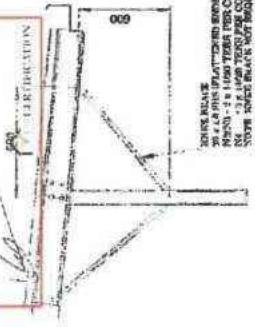
DRAWING NO.: ALST-001-02
 AWNING ATTACHED

Scale: 1/1

EO Certification
Reference: 24-9356/01
Date: 17/04/2024

TRIGGER CLAMP BUT METAL SHEETING & BRICK PITCH
CHANGING TO 0.5mm BUT METAL SHEETING & BRICK PITCH
FIXED IN APERTURE WITH
CONCRETE BRICKWORK

BDC1473



TRIGGER CLAMP
20 x 4.0mm PLATED BRASS
PURLIN - 10 x 100mm TYPICAL CONNECTION
BEAM - 10 x 100mm TYPICAL CONNECTION
NOTE: TRIGGER CLAMP NOT REQUIRED FOR
FOOTING OPTION 2

TRIGGER CLAMP USED IN BEAM
20 x 4.0mm PLATED BRASS

POST ALLOCATION TABLE

POST HEIGHT	POST SIZE
2.7m	88 x 26 SHS
3.0m	65 x 2.0 SHS
3.3m	76 x 2.0 SHS
3.6m	100 x 2.0 SHS
3.9m	100 x 2.0 SHS
4.2m	100 x 2.0 SHS
4.5m	100 x 2.0 SHS
4.8m	100 x 2.0 SHS
5.1m	100 x 2.0 SHS
5.4m	100 x 2.0 SHS
5.7m	100 x 2.0 SHS
6.0m	100 x 2.0 SHS
6.3m	100 x 2.0 SHS
6.6m	100 x 2.0 SHS
6.9m	100 x 2.0 SHS
7.2m	100 x 2.0 SHS
7.5m	100 x 2.0 SHS
7.8m	100 x 2.0 SHS
8.1m	100 x 2.0 SHS
8.4m	100 x 2.0 SHS
8.7m	100 x 2.0 SHS
9.0m	100 x 2.0 SHS
9.3m	100 x 2.0 SHS
9.6m	100 x 2.0 SHS
9.9m	100 x 2.0 SHS
10.2m	100 x 2.0 SHS
10.5m	100 x 2.0 SHS
10.8m	100 x 2.0 SHS
11.1m	100 x 2.0 SHS
11.4m	100 x 2.0 SHS
11.7m	100 x 2.0 SHS
12.0m	100 x 2.0 SHS
12.3m	100 x 2.0 SHS
12.6m	100 x 2.0 SHS
12.9m	100 x 2.0 SHS
13.2m	100 x 2.0 SHS
13.5m	100 x 2.0 SHS
13.8m	100 x 2.0 SHS
14.1m	100 x 2.0 SHS
14.4m	100 x 2.0 SHS
14.7m	100 x 2.0 SHS
15.0m	100 x 2.0 SHS
15.3m	100 x 2.0 SHS
15.6m	100 x 2.0 SHS
15.9m	100 x 2.0 SHS
16.2m	100 x 2.0 SHS
16.5m	100 x 2.0 SHS
16.8m	100 x 2.0 SHS
17.1m	100 x 2.0 SHS
17.4m	100 x 2.0 SHS
17.7m	100 x 2.0 SHS
18.0m	100 x 2.0 SHS
18.3m	100 x 2.0 SHS
18.6m	100 x 2.0 SHS
18.9m	100 x 2.0 SHS
19.2m	100 x 2.0 SHS
19.5m	100 x 2.0 SHS
19.8m	100 x 2.0 SHS
20.1m	100 x 2.0 SHS
20.4m	100 x 2.0 SHS
20.7m	100 x 2.0 SHS
21.0m	100 x 2.0 SHS
21.3m	100 x 2.0 SHS
21.6m	100 x 2.0 SHS
21.9m	100 x 2.0 SHS
22.2m	100 x 2.0 SHS
22.5m	100 x 2.0 SHS
22.8m	100 x 2.0 SHS
23.1m	100 x 2.0 SHS
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26.4m	100 x 2.0 SHS
26.7m	100 x 2.0 SHS
27.0m	100 x 2.0 SHS
27.3m	100 x 2.0 SHS
27.6m	100 x 2.0 SHS
27.9m	100 x 2.0 SHS
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29.1m	100 x 2.0 SHS
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30.9m	100 x 2.0 SHS
31.2m	100 x 2.0 SHS
31.5m	100 x 2.0 SHS
31.8m	100 x 2.0 SHS
32.1m	100 x 2.0 SHS
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37.8m	100 x 2.0 SHS
38.1m	100 x 2.0 SHS
38.4m	100 x 2.0 SHS
38.7m	100 x 2.0 SHS
39.0m	100 x 2.0 SHS
39.3m	100 x 2.0 SHS
39.6m	100 x 2.0 SHS
39.9m	100 x 2.0 SHS
40.2m	100 x 2.0 SHS
40.5m	100 x 2.0 SHS
40.8m	100 x 2.0 SHS
41.1m	100 x 2.0 SHS
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42.0m	100 x 2.0 SHS
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45.6m	100 x 2.0 SHS
45.9m	100 x 2.0 SHS
46.2m	100 x 2.0 SHS
46.5m	100 x 2.0 SHS
46.8m	100 x 2.0 SHS
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98.7m	100 x 2.0 SHS
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107.7m	100 x 2.0 SHS
108.0m	100 x 2.0 SHS
108.3m	100 x 2.0 SHS
108.6m	100 x 2.0 SHS
108.9m	100 x 2.0 SHS
109.2m	100 x 2.0 SHS
109.5m	100 x 2.0 SHS
109.8m	100 x 2.0 SHS
110.1m	100 x 2.0 SHS
110.4m	100 x 2.0 SHS
110.7m	100 x 2.0 SHS
111.0m	100 x 2.0 SHS
111.3m	100 x 2.0 SHS
111.6m	100 x 2.0 SHS
111.9m	100 x 2.0 SHS
112.2m	100 x 2.0 SHS
112.5m	100 x 2.0 SHS
112.8m	100 x 2.0 SHS
113.1m	100 x 2.0 SHS
113.4m	100 x 2.0 SHS
113.7m	100 x 2.0 SHS
114.0m	100 x 2.0 SHS
114.3m	100 x 2.0 SHS
114.6m	100 x 2.0 SHS
114.9m	100 x 2.0 SHS
115.2m	100 x 2.0 SHS
115.5m	100 x 2.0 SHS
115.8m	100 x 2.0 SHS
116.1m	100 x 2.0 SHS
116.4m	100 x 2.

ENGINEERING SCHEDULE



Job Number: 3308030901

Customer:

Site Address: 35 PEACHEY CIRCUIT, KARUAH, NSW, 2324

Main Building: Gable - Span: 4000mm, Length: 9000mm, Height: 2800mm, Roof Pitch: 10°
The length being comprised of 3 bays, the largest bay is 3.75m bays.

Left LeanTo: NA

Right LeanTo: Span: 2000mm, Length: 1628mm, Height: 2447mm, Roof Pitch: 10°

Front Garaport: NA

Back Garaport: NA

DESIGN CRITERIA

Building Class: Class_10a
Design Wind Speed: 45 m/s
Ultimate Wind Speed: 45 m/s

Wind Region: A
Terrain Category: 2.5
Shielding: No Shielding
Topography: Flat
Importance Level: 2

INTERNAL PORTALS

Column: C15012
Rafter: C15012
Knee Brace: NA
Apex Brace: NA

END PORTALS

Column: C15012
Rafter: C15012
Knee Brace: NA
Apex Brace: NA
End Wall Mullion: NA

LEFT LEAN TO PORTALS

Internal Column: NA
Internal Rafter: NA
End Column: NA
End Rafter: NA

RIGHT LEANTO PORTALS

Internal Column: C15012
Internal Rafter: C15012
End Column: C15012
End Rafter: C15012

PURLINS AND GIRTS

Eave Purlin:	C15012				
Side Wall Girts:	TH64100	Max Spacing:	1300	Actual:	1250
Front End Wall Girts:	TH64100	Max Spacing:	1300	Actual:	1250
Back End Wall Girts:	TH64100	Max Spacing:	1300	Actual:	1250
Roof Purlins:	TH64100	Max Spacing:	1100	Actual:	940
				Overlap:	15%
				Overlap:	15%
				Overlap:	15%
				Overlap:	15%

GENERAL NOTES

Wall Cladding: Corrugated 0.42 BMT , Colour: TBA

Roof Cladding: Corrugated 0.42 BMT , Colour: TBA

All roof and wall cladding to be installed as per manufacturers guidelines.

Please refer to Standard Engineering Drawings and to be used in conjunction with TS-001-01 / - / TS-001-08.

For further Connection, Fixing, Bracing and Slab Details.

These plans do not define boundaries.

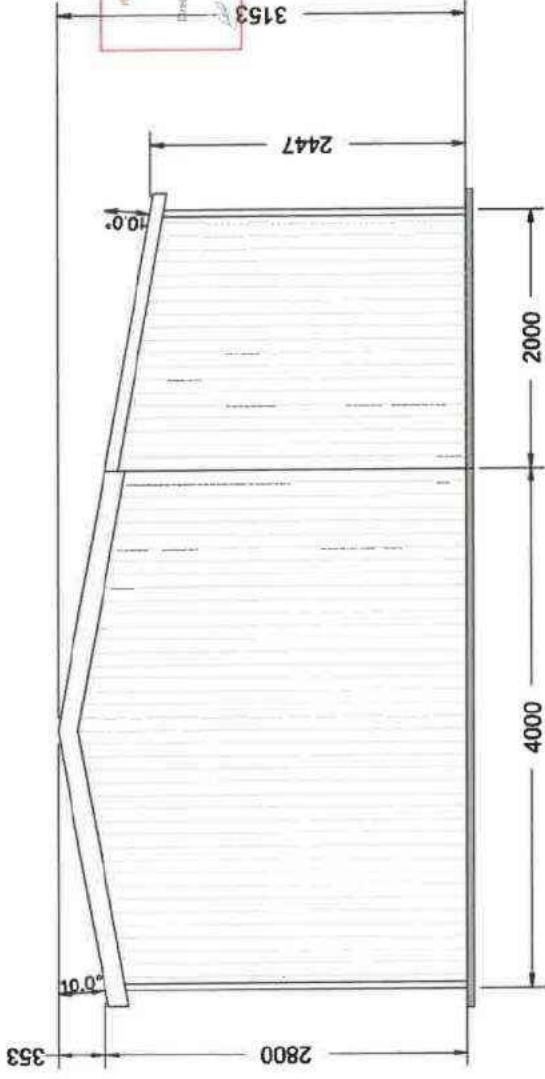
Do not scale from drawing, if in doubt ask.

All dimension & levels to be confirmed prior to construction.

Roof and Wall Cladding to comply with H1D7 NCC 2022.

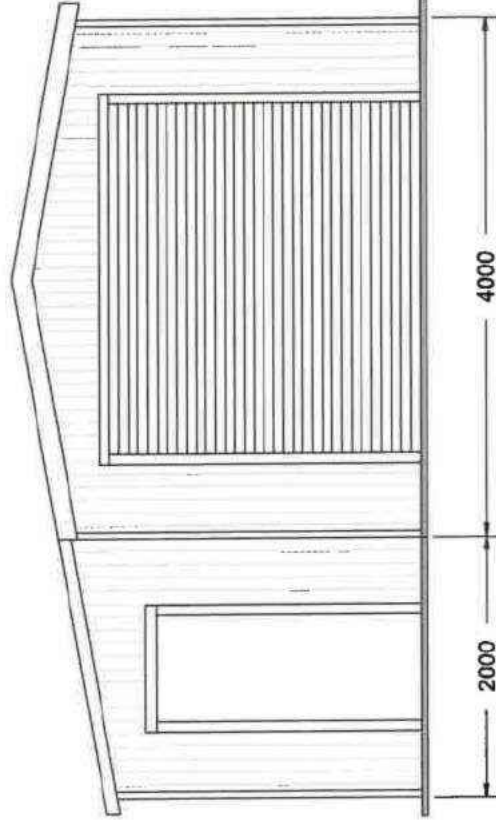
All plumbing & Drainage to comply with AS/NZS 3500.3.





CD Certification
 Mr. Chris Beuzenille
 Date: 23/02/2024
 Chris Beuzenille
 Director and Building Designer
 BSC 2471

FRONT ELEVATION



REAR ELEVATION

CALARE CIVIL
 CONSULTING ENGINEERS
 15 GARDEN STREET, SUITE 101/102, KARRUAH, NSW 2324
 PH: 08 9030 3090
 EMAIL: info@calarecivil.com.au

APPROVED FOR CONSTRUCTION

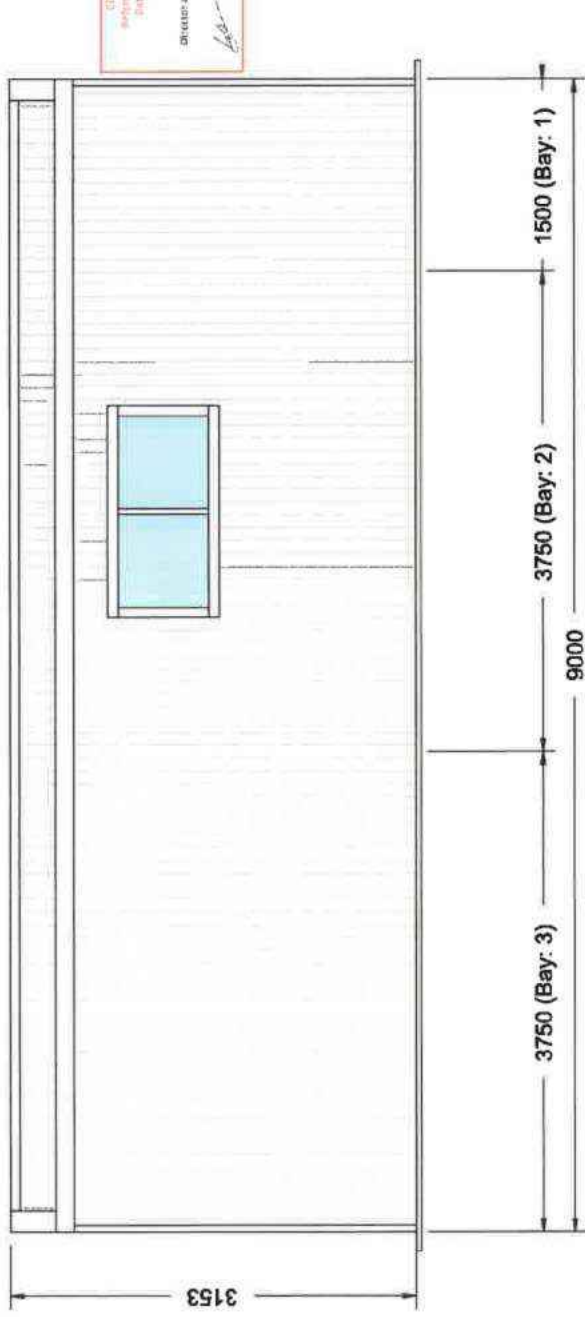
Mr. Chris Beuzenille
 S.E. 2471/2472
 Engineer (Public Works) License 101867 (Structural) and 101870 (Civil)

Signature: _____ Date: 23/02/2024

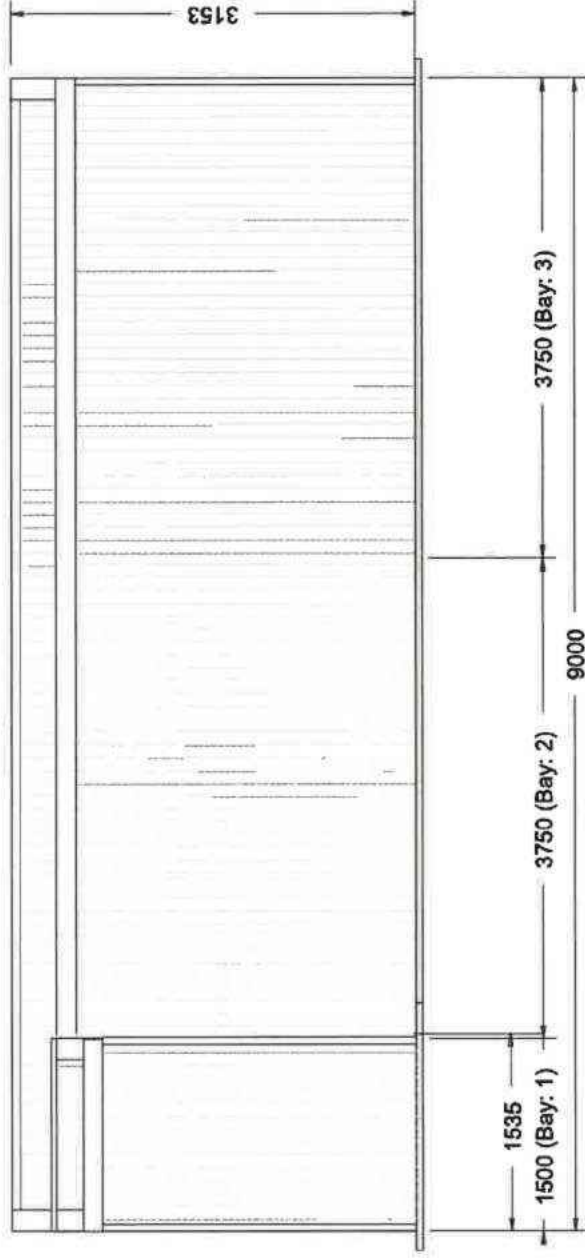
Please refer to the attached letter dated 23/02/2024

DRAWING TITLE: End Elevations
 SCALE: 1/41.208
 DATE: 22-02-2024
 Job Number: 3308030901

CLIENT: JACK HICKEY
 SITE ADDRESS: 35 PEACHEY CIRCUIT, KARRUAH, NSW, 2324
 PHONE:
 EMAIL:



LEFT ELEVATION



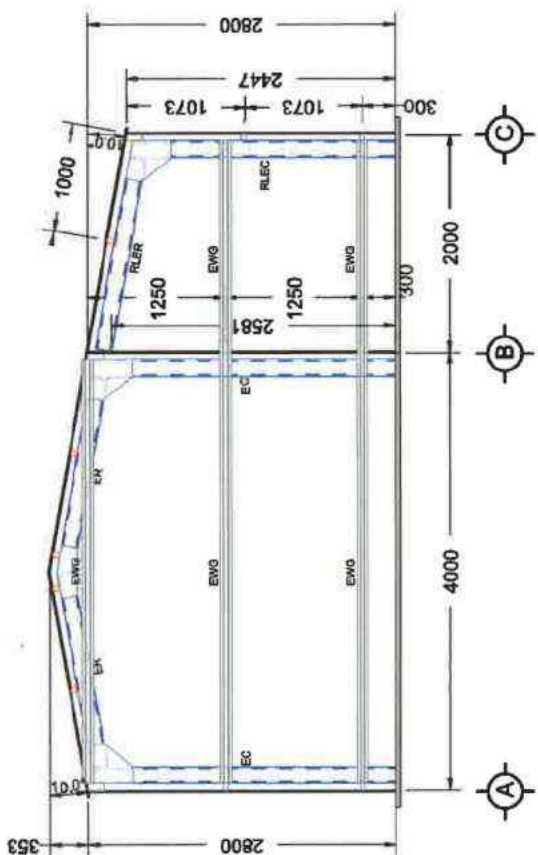
RIGHT ELEVATION



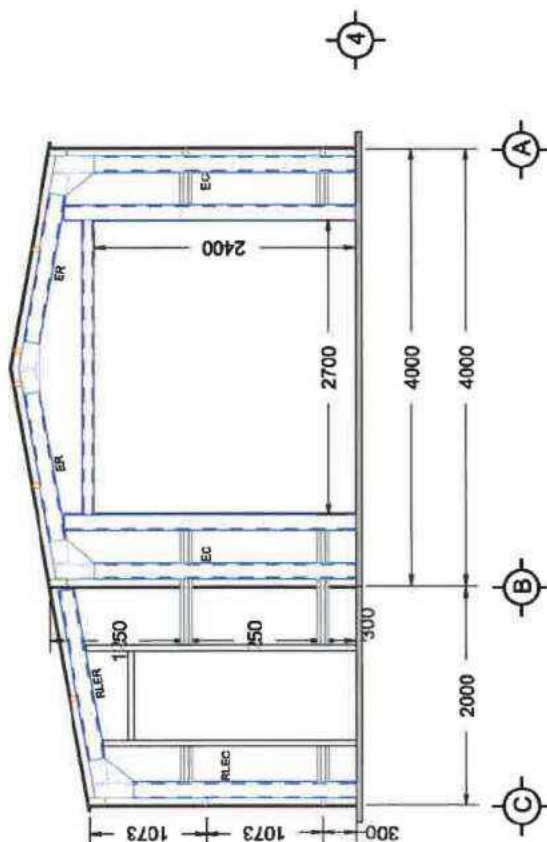
DRAWING TITLE: Side Elevations
SCALE: 1:41.630
DATE: 22-02-2024
Job Number: 3308030901

CLIENT: JACK HICKEY
SITE ADDRESS: 35 PEACHEY CIRCUIT, KARUAH, NSW, 2324
PHONE:
EMAIL:





FRONT ELEVATION

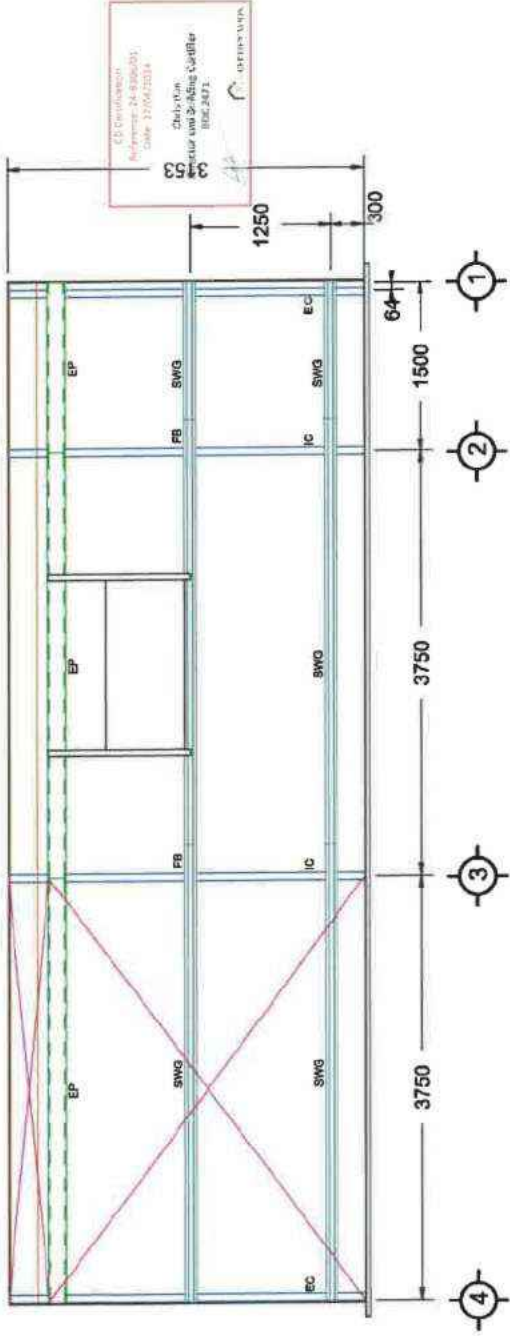


REAR ELEVATION

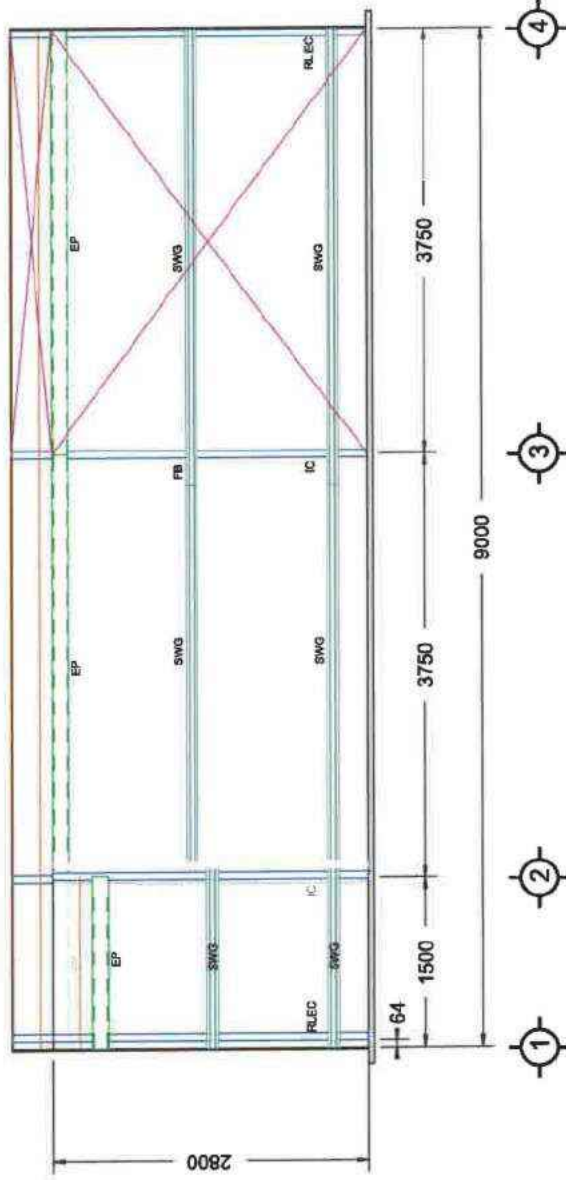


DRAWING TITLE: End Frame Elevations
SCALE: 1:48.737
DATE: 22-02-2024
Job Number: 3308030901

CLIENT: JACK HICKEY
SITE ADDRESS: 35 PEACHEY CIRCUIT, KARUAH, NSW, 2324
PHONE:
EMAIL:



LEFT ELEVATION



RIGHT ELEVATION

CALARE HVI
CONSULTING ENGINEERS
FOR ALL SECTORS
FOR ALL SECTORS

APPROVED FOR CONSTRUCTION

Mr. Chris Beuzendell
B.E. (Hons) Degree
Engineer Australia (Professional Member) 101017 Structural College and RPTC State
Signatory: _____ Date: 23/02/2024

Please refer to the attached letter dated: 23/02/2024

CLIENT: JACK HICKEY
SITE ADDRESS: 35 PEACHEY CIRCUIT, KURURAH, NSW, 2324
PHONE:
EMAIL:

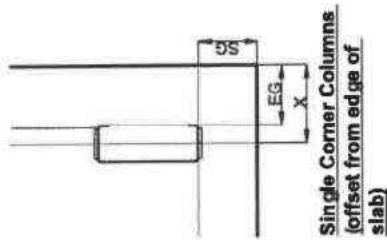
DRAWING TITLE: Side Frame Elevations
SCALE: 1:47.276
DATE: 22-02-2024
Job Number: 3308630501

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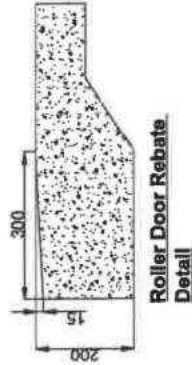
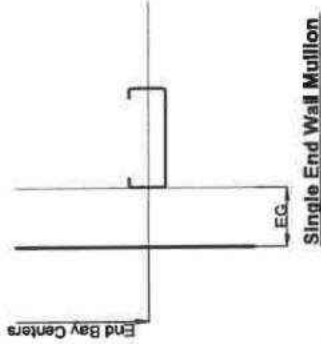
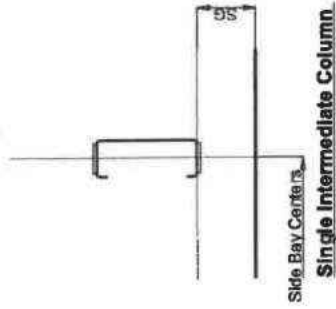
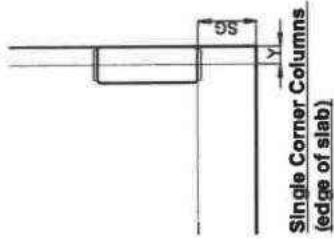
FLOOR PLAN

CLIENT: JACK HICKEY
SITE ADDRESS: 35 PEACHEY CIRCUIT, KARUAH, NSW, 2324
PHONE:
EMAIL:

CC-001-00000
REFERENCE: 23-03-001
Date: 27/04/2024
Chris (Sam)
Director and Building Engineer
4001-5971
CALARE CIVIL



SG = 64
EG = 64
X = 96
Y = 32



Slab Thickness: 100mm min with footings or pliers cast with slab
L72
L72
Soil Class: M, Footing Size: 450SQ x 450d or Pier Size: e450 x 450d, Slab Mesh: 30L72

Diagonal Measurement: 9649mm (Main Building - Corner of slab to corner of slab)
Diagonal Measurement: 9680mm (Main Building - Corner of column to corner of column)

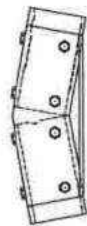
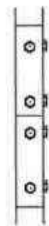
CALARE CIVIL
CONSULTING ENGINEERS
15 FRANK STREET, APT 101, LEEUWENHAM, WA 6150
PH: 08 9433 0000 FAX: 08 9433 0001
APPROVED FOR CONSTRUCTION
Mr. Chris Beszerville
N.E. (Civil) Engineer
Engineer Australia (Incorporated) No. 101981 (Structural) College and RPD 3006
Signature: _____ Date: 23/02/2024
Please refer to the attached letter dated 23/02/2024

DRAWING TITLE: Slab Details
SCALE: 1:65.146
DATE: 22-02-2024
Job Number: 3308030901

CLIENT: JACK HICKEY
SITE ADDRESS: 35 PEACHEY CIRCUIT, KARUJAH, NSW, 2324
PHONE:
EMAIL:

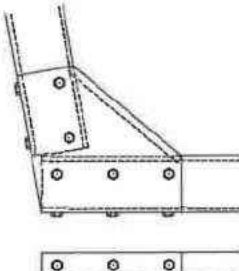
(2) Top Flange
Bolts: 16 (8x40)
Size: 1/2" x 4"

Column	Chris Orr DIRECTOR AND MANAGING ENGINEER BSC 2471	C150
Rafter		UHB150
Bracket		G450 Min
Bracket Material		2.4mm Min
Bracket Thickness		M12 Grade 8.8 Min
Bolts Type		8
Bolt Qty		1



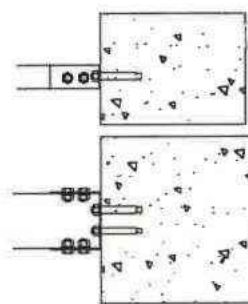
Single C150 Apex Connection

Column	C150
Rafter	C150
Bracket	UHB150
Bracket Material	G450 Min
Bracket Thickness	2.4mm Min
Bolts Type	M12 Grade 8.8 Min
Bolt Qty	10
Bracket Qty	1



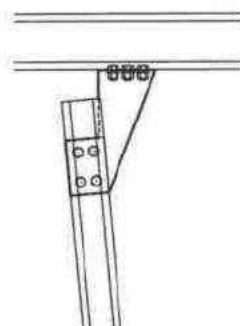
Single C150 Haunch Connection

Column	C150
Bracket	BOS1508
Bracket Material	G450 Min
Bracket Thickness	5mm Min
Bracket Qty	1
Bolts Type	M12 Grade 8.8 Min
Bolt Qty	4
Sleeve Anchor Type	M12
Sleeve Anchor Qty	2



Single C150 Base Connection

Bracket	HSLTCB150
Bracket Material	G450 Min
Bracket Thickness	2.4mm Min
Bolts Type	M12 Grade 8.8 Min
Bolt Qty	7
Bracket Qty	1



Single C150 LeanTo Connection Detail

CALARE

CONSULTING ENGINEERS
15 YEARS EXPERIENCE
15 YEARS EXPERIENCE
15 YEARS EXPERIENCE

APPROVED FOR CONSTRUCTION

Mr. Chris Bauleville
U.E. (24/11/2024)
Engineer (Structural) (Professional Engineer) and (P.E.C. 1000)

Signature: _____
Date: 23/02/2024

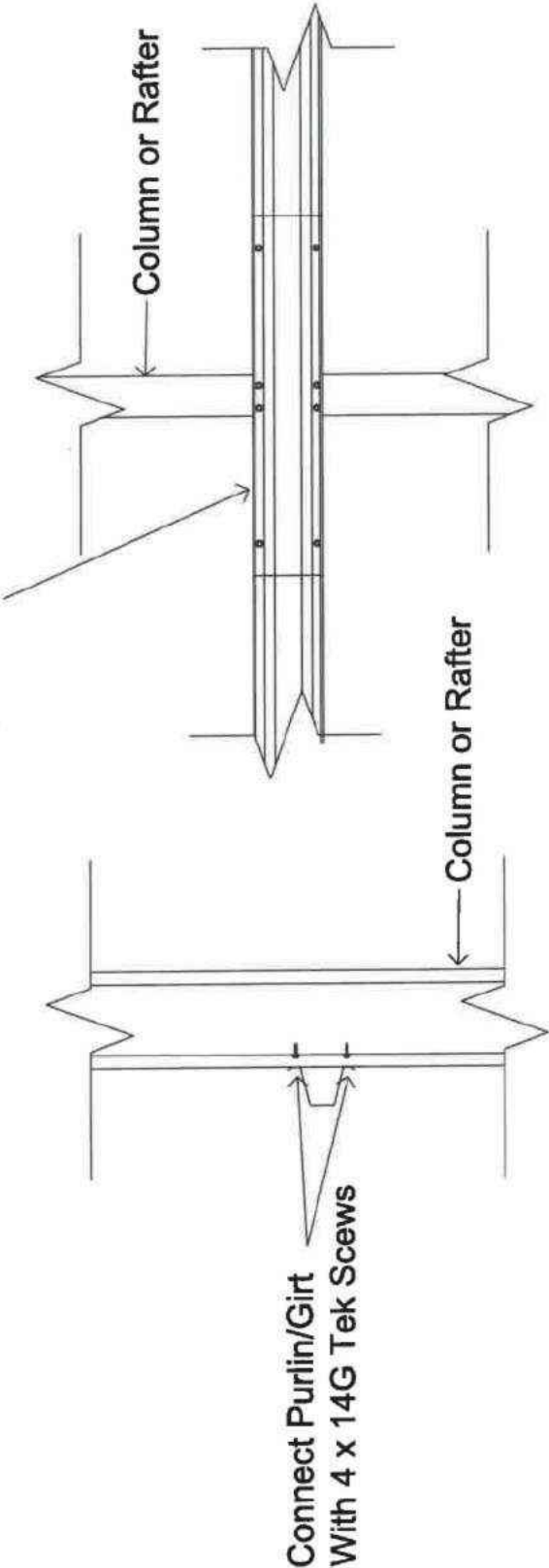
Please refer to the attached plan date: 23/02/2024

CD Certification
Approved 24/09/2023
Date 22/09/2024

Chris Durr
General and Building Engineer
BIM 2471

CDL 1000000000

Purlin or Girt
 Fix to Column or Rafter with 4 x 14G Tek Screws MIN
 Lap Each End with 2 x 14G Tek Screws MIN



Tophat Purlin/Girt Connection to Column/Rafter

CALARE

CONSULTING ENGINEERS

APPROVED FOR CONSTRUCTION

Mr. Chris Bauzavitis
 B.E. (Civil) M.Eng.
 Engineer Australia (Member) Number 101164 (Member Category 1) (MCE 2024)

Signature: _____ Date: 23/02/2024

Please refer to the attached letter dated 23/02/2024



GENERAL

- G1 THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL ARCHITECTURAL AND OTHER CONSULTANTS DRAWINGS AND SPECIFICATIONS AND WITH SUCH OTHER WRITTEN INSTRUCTIONS AS MAY BE ISSUED DURING THE COURSE OF THE CONTRACT. ALL DISCREPANCIES SHALL BE REFERRED TO THE ARCHITECT FOR DECISION BEFORE PROCEEDING WITH THE WORK.
- G2 ALL DIMENSIONS RELEVANT TO SETTING OUT AND OFF-SITE WORK SHALL BE VERIFIED BY THE CONTRACTOR BEFORE CONSTRUCTION AND FABRICATION IS COMMENCED. THE ENGINEER'S DRAWINGS SHALL NOT BE SCALED.
- G3 DURING CONSTRUCTION THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE STRUCTURE IN A STABLE CONDITION AND ENSURE NO PART IS OVER-STRESSED.
- G4 WHERE EXCAVATION WORK IS TO BE CARRIED OUT ADJACENT TO EXISTING FOOTINGS, THE EXACT LEVEL OF THE UNDERSIDE OF THE FOOTINGS SHALL BE OBTAINED BY TEST PITS PRIOR TO EXCAVATION, UNDERPINNING AND SHORING OF THE STRUCTURE SHALL BE CARRIED OUT AS DETAILED AND THE EXISTING STRUCTURE SHALL BE MAINTAINED IN A STABLE AND UNDAMAGED CONDITION.
- G5 WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE RELEVANT CURRENT S.A.A. CODES (INCLUDING ALL AMENDMENTS) AND THE STATUTORY AUTHORITIES REQUIREMENTS.
- G6 EXCEPT WHERE VARYED BY THE CONTRACT DOCUMENTS.
- G7 ALL DIMENSIONS ARE EXPRESSED IN METRES.
- G7 CONSTRUCTION OF ANY MASONRY WALLS OR OTHER PERMANENT LOADING MUST NOT BE BUILT ON CONCRETE SLABS OR BEAMS UNTIL FORM WORK SUPPORTING SAME HAS BEEN REMOVED. HOWEVER PROPS AND FORM WORK SHALL NOT BE REMOVED BEFORE THE MINIMUM TIME SPECIFIED. DISTRIBUTE MASONRY ON SLAB ADJACENT TO ITS FINAL POSITION PRIOR TO CONSTRUCTING WALLS.

PURPOSE

TO PROVIDE SHEDS WITH THE FOLLOWING SPECIFICATIONS.

- P1 SPANS - 4.0m TO 15.0m. MEASURED INSIDE CLADDING FACE TO INSIDE CLADDING FACE.
- P2 ROOF PITCH OPTIONS - 15°, 20°, 22.5°, 26° & 30°. OTHER PITCH VARIABLES FOR AWNINGS, ETC.
- P3 BAY SIZES - 3.0m, 3.5m, 4.0m, 4.5m & 6.0m MEASURED FROM PORTAL CENTRE LINE TO PORTAL CENTRE LINE.
- P4 SKILLIONS - WHERE ALLOWED, OPEN SIDED - ROOF ONLY AWNING STRUCTURES UP TO 6.0m SPAN ARE PERMITTED TO BE ATTACHED TO THE ABOVE SHED DESIGNS.
- P5 GABLE/AWNING EXTENSIONS - ROOF ONLY BAYS ATTACHED TO ENCLOSED BUILDING.

REFER TO ROOF ONLY TABLES ON RELEVANT SPAN TABLES.

INSTRUCTIONS

- I1 SELECT THE WIND CATEGORY FOR THE BUILDING BASED ON THE TABLE BELOW.
- I2 SELECT THE PORTAL FRAME, PURLINS & GIRTS, & BRACING REQUIREMENTS FROM THE APPROPRIATE SPAN DWG. TS-001-09 - TS-001-14.
- I3 SELECT THE APPROPRIATE DOOR/WINDOW FRAMING FROM TS-001-05
- I4 SELECT THE BRACING PROVISIONS FROM TS-001-06
- I5 SELECT THE FOUNDATION REQUIREMENTS FROM TS-001-07 - TS-001-08
- I6 OPTIONAL: SELECT AWNING, MEZZANINE FLOOR OR ROOF ONLY VARIATIONS FROM RELEVANT DRAWINGS - REFER ADJACENT DRAWING REGISTER.

LOAD CASE DETERMINATION TABLES - ISOLATED MINOR STORAGE & FARM STRUCTURES (Importance level 1)

Wind region	TC	Topographic class									
		T1	T2	T3	T4	T5	T6	T7	T8	T9	T10
Region A	3.0	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	2.5	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	2.0	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	1.0	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	0.5	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
Region B	3.0	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	2.5	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	2.0	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	1.0	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	0.5	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2

LOAD CASE DETERMINATION TABLES - ALL OTHER STRUCTURES (Importance level 2)

Wind region	TC	Topographic class									
		T1	T2	T3	T4	T5	T6	T7	T8	T9	T10
Region A	3.0	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	2.5	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	2.0	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	1.0	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	0.5	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
Region B	3.0	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	2.5	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	2.0	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	1.0	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2
	0.5	N2	N2	N2	N2	N2	N2	N2	N2	N2	N2

DWG NO	DESCRIPTION	REVISION	ISSUE DATE
TS-001-00	STANDARD NOTES	A	
TS-001-01	CLIENT DETAILS	A	
TS-001-02	ONE/EA. APX PLATES	A	
TS-001-03	MULLION & FLYBRACING	A	
TS-001-04	KNEE & APX BRACE	A	
TS-001-05	DOOR AND WINDOW FRAMING	A	
TS-001-06	BRACING PROVISIONS AND DETAIL	A	
TS-001-07	STD. SLAB AND FOOTING DRAWING	A	
TS-001-08	STANDARD SHEDS - 4.0m & 5.0m SPAN	A	
TS-001-09	PORTAL FRAME SHEDS - 4.0m & 5.0m SPAN	A	
TS-001-10	PORTAL FRAME SHEDS - 6.0m SPAN	A	
TS-001-11	PORTAL FRAME SHEDS - 7.5m SPAN	A	
TS-001-12	PORTAL FRAME SHEDS - 9.0m SPAN	A	
TS-001-13	PORTAL FRAME SHEDS - 10.5m SPAN	A	
TS-001-14	PORTAL FRAME SHEDS - 12.0m SPAN	A	
TS-001-15	BOLT LAYOUT - 4.0m SPAN	A	
TS-001-16	BOLT LAYOUT - 5.0m SPAN	A	
TS-001-17	BOLT LAYOUT - 6.0m SPAN	A	
TS-001-18	BOLT LAYOUT - 7.5m SPAN	A	
TS-001-19	BOLT LAYOUT - 9.0m SPAN	A	
TS-001-20	BOLT LAYOUT - 10.5m SPAN	A	
TS-001-21	BOLT LAYOUT - 12.0m SPAN	A	
TS-001-22	GABLE CARPORT DRAWING SHEET 1	A	
TS-001-23	GABLE CARPORT DRAWING SHEET 2	A	
TS-001-24	SKILLION CARPORT DRAWING SHEET 1	A	
TS-001-25	SKILLION CARPORT DRAWING SHEET 2	A	
TS-001-26	AWNING ATTACHMENT 3.0m & 4.0m BAYS	A	
TS-001-27	COLUMN REMOVAL DETAILS SHEET 1	A	
TS-001-28	COLUMN REMOVAL DETAILS SHEET 2	A	
TS-001-29	MEZZANINE FLOOR DRAWING	A	
TS-001-30	MACHINERY SHED DRAWING	A	
TS-001-31	POP-UP SHED DESIGN	A	
TS-001-32	AUSTRALIAN BARN - 10.0m SPAN	A	
TS-001-33	AUSTRALIAN BARN - 12.0m SPAN	A	
TS-001-34	AUSTRALIAN BARN - 15.0m SPAN	A	
TS-001-35	ENCLOSED SKILLION - 6.0m SPAN	A	
TS-001-36	ENCLOSED SKILLION - 7.5m SPAN	A	
TS-001-37	ENCLOSED SKILLION - 9.0m SPAN	A	
TS-001-38	ENCLOSED SKILLION - 12.0m SPAN	A	

SNOW LOADING NOTE: (REFER AS 1470.3) THE SHEDS DESIGNED WITHIN THESE STANDARD DRAWINGS ARE SUITABLE FOR THE FOLLOWING GROUND SNOW LOADS (S_g) (S_g - ALPINE E).

LOAD CASE	ROOF PITCH		
	10°	15°	20°
N2	0.4 kPa	0.4 kPa	0.4 kPa
N3	0.8 kPa	1.0 kPa	1.1 kPa
N4	1.5 kPa	1.8 kPa	2.0 kPa

NOTE:
USERS OF THESE STANDARD DESIGN DRAWINGS SHALL BE DEEMED TO BE KNOWN TO BE IN SHED CONSTRUCTION AND WIND CATEGORY TERMINOLOGIES.

WIND SPEED	PERMISSIBLE STRESS	LIMIT STATE		QU VALUE
		Q1	Q2	
N2	33 (W33N)	40	0.94 kPa	
N3	41 (W41N)	50	1.5 kPa	
N4	50 (W50N)	61	2.23 kPa	

THE SHEDS AND ATTACHMENTS WITHIN THIS STANDARD SET HAVE BEEN DESIGNED USING LIMIT STATE WIND LOADS IN ACCORDANCE WITH AS/NZS 1170.2 (2011)

CALAREE
170 RANKIN STREET
BATHURST, N.S.W. 2795
Phone: (02) 63 32 3343 Fax: (02) 63 31 8210
REF: _____ APPROVED: _____ DATE: 3-3-20

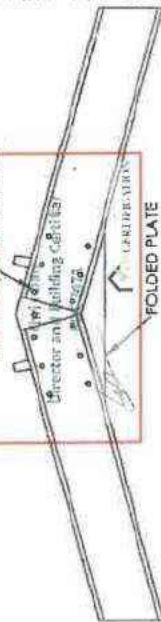
TILMAC PTY LTD
ABN: 47 400 007
83 WELLINGTON ST
MOLONG NSW 2866
Ph: 06 686 6666
Fax: 06 686 6223

STANDARD NOTES

Tilmac TS-001-01

DATE: _____

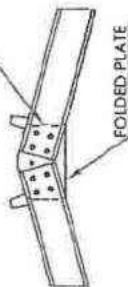
CD Certification
Reference: 26-850 CONNECTION
Date: 17/06/2023 REFER TABLE



TYPICAL APEX CONNECTION
FOR C250 - C300 SHOWN

APEX CONNECTION REQUIREMENTS			
COLUMN/RAFTER SIZE	BOLTS REQUIRED	SCREWS REQUIRED	FOLDED PLATE
C150's	4 X M12 G14.8	4 X 12g TEKS	1.9mm G450
C150/24	4 X M16 G14.8	4 X 12g TEKS	2.4mm G450
C200/15	4 X M16 G14.8	4 X 12g TEKS	1.9mm G450
C200/19	4 X M16 G14.8	8 X 14g TEKS	1.9mm G450
C200/24	4 X M16 G14.8	8 X 14g TEKS	2.4mm G450
C250's	6 X M16 G16.8	8 X 14g TEKS	2.4mm G450
C300's	6 X M16 G16.8	8 X 14g TEKS	3.0mm G400

CONNECTION
REFER TABLE



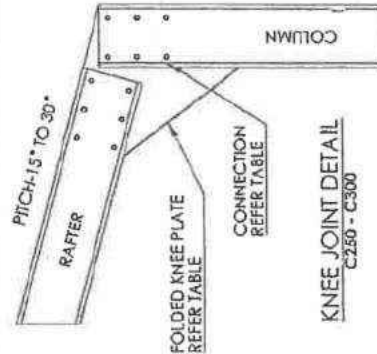
TYPICAL APEX CONNECTION
FOR C150 - C200 SHOWN

1.1
1

KNEE CONNECTION REQUIREMENTS

COLUMN/RAFTER SIZE	BOLTS REQUIRED	SCREWS REQUIRED	FOLDED PLATE
C150's	4 X M12 G14.8	4 X 12g TEKS	1.9mm G450
C150/24	4 X M16 G14.8	4 X 12g TEKS	2.4mm G450
C200/15	4 X M16 G14.8	4 X 12g TEKS	1.9mm G450
C200/19	4 X M16 G14.8	8 X 14g TEKS	1.9mm G450
C200/24	4 X M16 G14.8	8 X 14g TEKS	2.4mm G450
C250's	6 X M16 G16.8	8 X 14g TEKS	2.4mm G450
C300's	6 X M16 G16.8	8 X 14g TEKS	3.0mm G400

2.2
1



KNEE JOINT DETAIL
C250 - C300

2.1
1

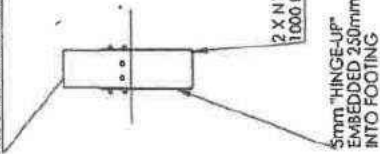


KNEE JOINT DETAIL
C150 - C200

ALL SIZES UP TO C300

TIE DOWN BOLT SIZE REQUIREMENTS		
COLUMN SIZE	BRACKET THICKNESS	BOLTS
C150's	3mm	2 X M12
C150/24	3mm	4 X M12
C200/15	3mm	4 X M16
C200/19	4mm	4 X M16
C200/24	5mm	4 X M16
C250's	5mm	4 X M16
C300's	6mm	4 X M16

ALL SIZES UP TO C300



FOOTING DETAIL OPTION-3

TIE DOWN BOLT SIZE REQUIREMENTS

COLUMN SIZE	BRACKET THICKNESS	WEB BOLTS	CHEMSET	MASONRY
C150's	3mm	2xM12	2X M10X75	2X M10X75
C150/24	3mm	2xM12	2X M10X100	2X M12X100
C200/15	3mm	2xM16	2X M12X100	2X M12X100
C200/19	4mm	2xM16	2X M12X140	2X M12X140
C200/24	5mm	2xM16	2X M16X140	2X M16X140
C250's	5mm	3xM16	3X M16X140	3X M16X140
C300's	6mm	3xM16	3X M16X140	N/A

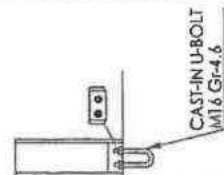
FOR C250 & C300 INSTALL THIRD BOLT AT MID-DEPTH OF SECTION

3.2
1

FOOTING DETAIL OPTION-2

TIE DOWN BOLT SIZE REQUIREMENTS

COLUMN SIZE	BRACKET THICKNESS	BOLTS
C150's	3mm	2 X M12
C150/24	3mm	2 X M12
C200/15	3mm	2 X M16
C200/19	4mm	2 X M16
C200/24	5mm	2 X M16
C250's	N/A	N/A
C300's	N/A	N/A



3.1
1

FOOTING DETAIL OPTION-1

CALARET HVI
CONSULTING ENGINEERS
170 RANKIN STREET
BATHURST, N.S.W. 2795
Phone: (02) 63 32 3343 Fax: (02) 63 31 6210
REF: _____ APPROVED: 22 DATE: 2-3-20

TILMAC PTY LTD
33 WELLINGTON ST
MOLONG NSW 2866
PH: 02 6366 8463
FAX: 02 6366 8223

KNEE & APEX PLATES
& FOOTING TIE DOWN
TILE

Tilmac TS-001-02 A3
DATE: _____

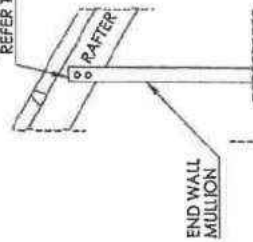
MULLION SELECTION END WALL MULLIONS TABLE

Mullion spacing = 3.0m				
Height	Wind class			
	N2	N3	N4	
2750	C15012	C15012	C15015	
3000	C15012	C15012	C15019	
3250	C15012	C15015	C15019	
3500	C15012	C15015	C15024	
3750	C15012	C15015	C15024	
4000	C15012	C15019	C15024	
4500	C15012	C15019	C15024	
5000	C15015	C15019	C15024	
5500	C15019	C15024	C15024	
6000	C20019	C20024	C30024	

Mullion spacing = 4.0m				
Height	Wind class			
	N2	N3	N4	
3000	C15012	C15015	C15024	
3250	C15012	C15019	C15024	
3500	C15015	C15019	C15024	
3750	C15015	C15024	C20024	
4000	C15019	C15024	C20024	
4500	C15019	C20024	C25024	
5000	C15024	C20024	C30024	
5500	C20019	C25024	C30024	
6000	C20024	C25024	C30030	
6500	C20024	C30024	C30030	
7000	C25024	C30024	2xC30024	
7500	C25024	C30030	2xC30024	

NOTE-MULLION HTS ARE REFERENCED TO ACTUAL HEIGHT

CONNECTION-REFER TABLE



ANGLE BRACKET & MASONRY ANCHORS ARE TYPICAL ALL TIE DOWN OPTIONS ALLOWED

TYPICAL END WALL MULLION CONNECTION

Mullion spacing = 4.5m				
Height	Wind class			
	N2	N3	N4	
2750	C15012	C15012	C15019	
3000	C15012	C15015	C15019	
3250	C15012	C15015	C15024	
3500	C15012	C15019	C15024	
3750	C15015	C15019	C15024	
4000	C15015	C15024	C20024	
4500	C15019	C20019	C20024	
5000	C15024	C20024	C25024	
5500	C20019	C20024	C30024	
6000	C20024	C25024	C30024	

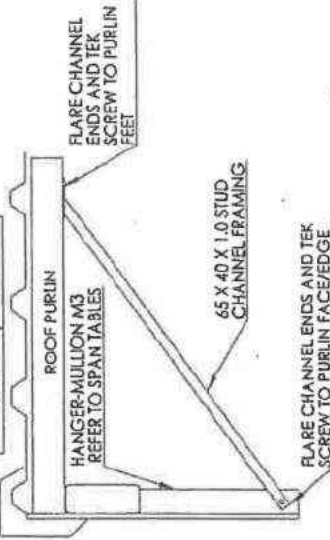
Mullion spacing = 5.0m				
Height	Wind class			
	N2	N3	N4	
3000	C15012	C15019	C15024	
3250	C15015	C15019	C15024	
3500	C15015	C15024	C20024	
3750	C15019	C15024	C20024	
4000	C15019	C15024	C20024	
4500	C15024	C20024	C25024	
5000	C15024	C20024	C30030	
5500	C20024	C30024	C30030	
6000	C20024	C30030	2xC30024	
6500	C25024	C30030	2xC30024	
7000	C25024	C30030	2xC30024	
7500	C30024	C30030	2xC30030	

Mullion spacing = 6.0m				
Height	Wind class			
	N2	N3	N4	
3000	C15015	C15024	C20024	
3250	C15019	C15024	C20024	
3500	C15019	C15024	C20024	
3750	C15024	C20024	C25024	
4000	C15024	C20024	C25024	
4500	C20019	C25024	C30024	
5000	C25024	C30024	C30030	
5500	C25024	C30024	C30030	
6000	C25024	C30030	2xC30024	
6500	C30024	2xC30024	2xC30030	
7000	C30024	2xC30024	2xC30030	
7500	C30030	2xC30024	2xC30030	

MULLION FIXING TABLE	
MULLION SECTION	FIX TO RAFTER
C15019 & LESS	1 x M12 Gr 4.6
C20019 & LESS	1 x M15 Gr 4.6
C250's	2 x M15 Gr 4.6
C300's	3 x M15 Gr 4.6

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END WALL GABLE INFILL TABLE	
END WALL GABLE INFILL (M3)	
N2/N3	N4
C10010	C10012



FLARE CHANNEL ENDS AND TEK SCREW TO PURLIN FACE/EDGE

65 X 40 X 1.0 STUD CHANNEL FRAMING

FLARE CHANNEL ENDS AND TEK SCREW TO PURLIN FACE/EDGE

GABLE INFILL FIXING ROOF ONLY OPTION

FLY BRACES FLY BRACE REQUIREMENTS

FLY BRACES SHALL BE PLACED ON COLUMNS AND RAFTERS AND MULLIONS AT SPACINGS NOT GREATER THAN THOSE SHOWN IN THE TABLE FOR THE SECTION CONSIDERED. FIRST LOCATIONS FOR THE FLY BRACES ARE AS SHOWN ABOVE

FLY BRACE LOCATIONS

FLY BRACE DETAIL MARKED "18" ON PLAN AND ELEVATION

2/12-14 TEK SCREW TO FEET OF TOP HAT 85 X 0.42 GALV STEEL PLATE

1 x 12/14 TEK SCREW COLUMN OR RAFTER

PURLIN/GIRT

SHEETING

WALL SHEETING

TOP HAT WALL BATTEN

MULLION FIXING REFER TABLE

END WALL MULLION

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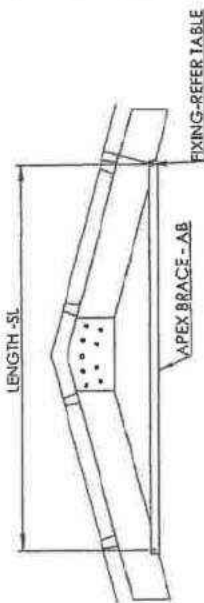
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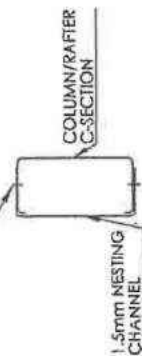
NOTE:
SHEDS GREATER THAN 12M SPAN SHALL HAVE 15° PITCH ONLY
ALL SHED PORTAL FRAMES OF PITCH 20° + SHALL HAVE AN APEX BRACE FITTED
& ALL PORTALS WHERE KNEE BRACING IS REQUIRED.



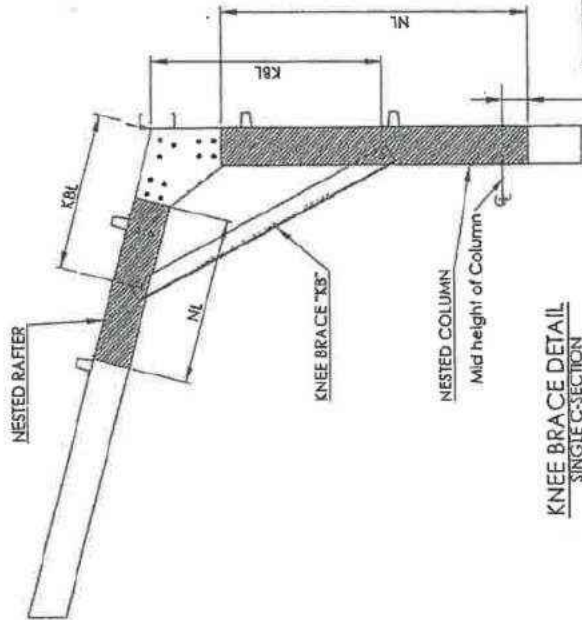
APEX CONNECTION FOR 20° TO 30° PITCH
FOR ALL MID PORTAL FRAMES UNO

RAFTER	SIZE AB	LENGTH 'SL'	FIXING
C150's	65 x 20 CHANNEL	1200mm	2 x 12/14 TEK
C200's	76 x 20 CHANNEL	1800mm	2 x 12/14 TEK
C250's	76 x 20 CHANNEL	2400mm	2 x 12/14 TEK
C300's	66 x 20 CHANNEL	2400mm	2 x 12/14 TEK

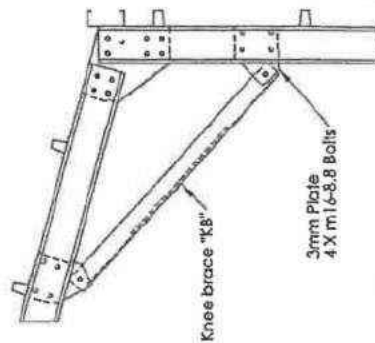
1 x 14/20 TEK @ 200 CTS



NESTED C-SECTION
FOR KNEE BRACE

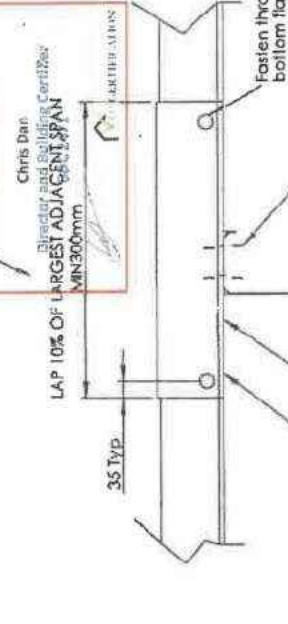


SECTION	KNEE BRACE "KB"	LENGTH "KBL"	CONNECTION
C200's	76x10x1.5 CHANNEL	750mm	2 x 12/14 TEK
C250's	86x10x1.5 CHANNEL	1000mm	2 x 12/14 TEK
C300's	96x10x1.5 CHANNEL	1200mm	2 x 12/14 TEK



KNEE BRACE DETAIL
BACK TO BACK C-SECTION

NOTE:
ALTERNATIVELY 160, 64 & 96 TOP HAT RUN
TOP HAT CONTINUOUS OVER SUPPORT

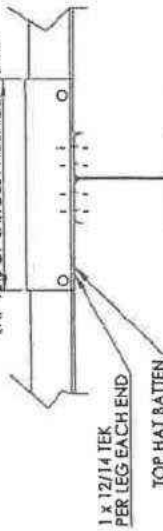


1 x 12/14 TEK
PER LEG EACH END

TOP HAT BATTEN

BAYS	N2	N3	N4
3.0	2 x 12/14 TEK PER LEG	2 x 14/20 TEK PER LEG	3 x 12/14 TEK PER LEG
3.5	2 x 12/14 TEK PER LEG	2 x 14/20 TEK PER LEG	3 x 12/14 TEK PER LEG
4.0	2 x 12/14 TEK PER LEG	2 x 14/20 TEK PER LEG	3 x 14/20 TEK PER LEG
4.5	2 x 12/14 TEK PER LEG	2 x 14/20 TEK PER LEG	3 x 14/20 TEK PER LEG
6.0	3 x 12/14 TEK PER LEG	3 x 14/20 TEK PER LEG	4 x 14/20 TEK PER LEG

LAP 10% OF LARGEST ADJACENT SPAN



PURLINS AND GIRTS
FOR BACK TO BACK SECTIONS

CLARE HVI
170 RANKIN STREET
BATHURST, N.S.W. 2795
Phone: (02) 63 32 3343 Fax: (02) 63 31 8210
REF: APPROVED DATE: 3-3-20

TILMAC
TIL MAC PTY LTD
A/NZ 47 17 68 857
53 WELLINGTON ST
WOLONG NSW 2686
Ph: 02 6386 8463
Fax: 02 6386 8223

**KNEE & APEX BRACE
FIXING DETAILS**

Tilmac TS-001-04
A3

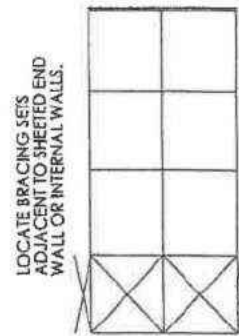
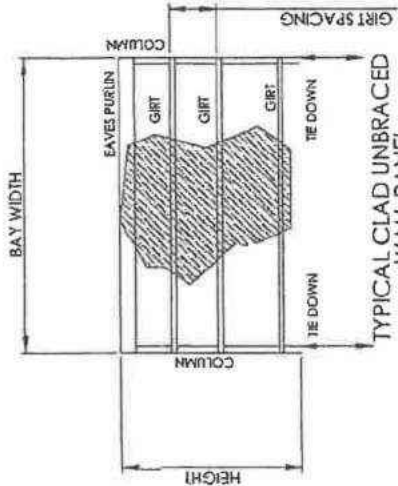
DATE:

BRACING NOTES:

1. BRACING PROVISIONS ARE SHOWN FOR PARTICULAR SIZED PANEL ONLY. LINEAR INTERPOLATION OF THESE VALUES IS ALLOWED.
2. BY ADDING SUFFICIENT STRAP BRACES TO PROVIDE ADEQUATE BRACING AS PER REQUIREMENTS SHOWN ON SPAN DWG'S TS-001-09 - TS-001-14.
3. THE REQUIREMENTS FOR AWNING ATTACHMENTS SHALL BE ADDITIONAL TO THE REQUIREMENTS OF THE SHED.
4. IN NON-CYCLOCLONIC REGIONS BUILDERS MAY USE UNBRACED SHEETED SIDE WALL PANELS FOR 100% OF THE BRACING REQUIREMENTS.
5. BUILDERS SHALL ENSURE THE BRACES HAVE SUFFICIENT STRENGTH TIE DOWN FIXING. REFER TABLE ADJACENT.
6. BUILDERS SHALL ENSURE WHERE POSSIBLE TO HAVE WALLS IN AT LEAST 3 DIRECTIONS WITH BRACING. OPEN SIDED MACHINERY SHEDS AND SHEDS WITH 100% OF ONE SIDE FITTED WITH ROLLER DOORS SHALL REFER TO THE ROOF AND WALL BRACING ARRANGEMENT FOR MACHINERY SHEDS SHOWN ON DWG TS-001-30.
7. THE BRACING REQUIREMENT FOR OPEN AWNINGS UP TO 6m WILL ALWAYS BE ABLE TO TRANSFER TO THE SHED VIA UNBRACED ROOF SHEETING. SPANS ABOVE THIS SHALL HAVE MINIMUM 50 x 1.2 STRAP BRACING FITTED.

FOR 0.42 METAL SHEETING					
PANEL DIMENSION		PANEL RACKING STRENGTH (kN)			
WIDTH	HEIGHT	1500	1200	900	800
3.0	3.0	4.0	4.5	5.2	6.0
3.0	4.5	3.2	3.6	4.1	6.3
3.0	6.0	2.6	2.9	3.3	5.1
4.5	3.0	4.8	5.3	6.1	9.4
4.5	4.5	4.0	4.5	5.2	8.0
4.5	6.0	3.4	3.8	4.4	6.8
6.0	3.0	5.1	5.7	6.6	10.1
6.0	6.0	4.0	4.5	5.2	6.0

FOR 0.35 METAL SHEETING					
PANEL DIMENSION		PANEL RACKING STRENGTH (kN)			
WIDTH	HEIGHT	1500	1200	900	800
3.0	3.0	2.0	2.3	2.6	4.0
3.0	4.5	1.6	1.8	2.0	3.1
3.0	6.0	1.3	1.4	1.7	2.5
4.5	3.0	2.4	2.7	3.1	4.7
4.5	4.5	2.0	2.3	2.6	4.0
4.5	6.0	1.7	1.9	2.2	3.4
6.0	3.0	2.6	2.9	3.3	5.1
6.0	6.0	2.0	2.3	2.6	4.0

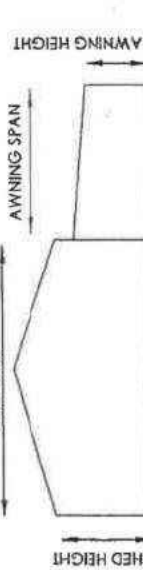


ROOF BRACING LAYOUTS

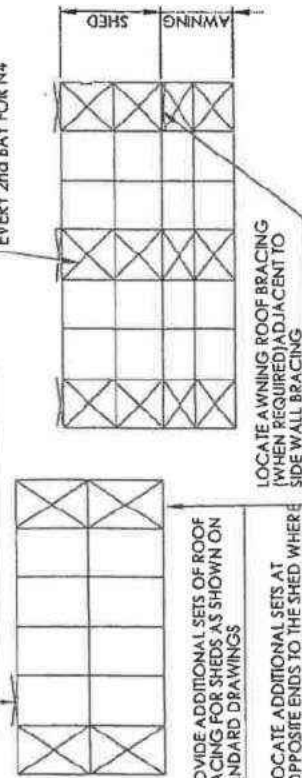
Bracing Capacities (kN) - Ultimate Limit State Values. Values shown are for one brace setting 2K bolts crossed to an X (equivalent one set).

Panel Dimensions (m)		30x1.0 Strap	50x1.2 Strap	12mm Rod	16mm Rod	20mm Rod
width	height					
3.0	3.0	8.6	17.2	18.0	32.0	50.0
3.0	4.5	6.7	13.5	14.1	25.1	39.2
3.0	6.0	6.8	17.2	18.0	32.0	50.0
4.5	3.0	10.1	20.2	21.2	37.6	58.8
4.5	4.5	8.9	17.2	18.0	32.0	50.0
4.5	6.0	7.3	14.6	15.3	27.1	42.4
6.0	3.0	10.9	21.7	22.8	40.5	63.2
6.0	6.0	8.6	17.2	18.0	32.0	50.0

USERS SHALL ENSURE SUFFICIENT TIE DOWN IS SELECTED FOR THE USAGE. MINIMUM GAUGE FOR FIXING - 1.5mm STEEL FOR 1.2mm STEEL-REDUCE VALUES BY 30%



LOCATE SIDE WALL BRACES UNDER ROOF SETS OR ADJACENT WHERE POSSIBLE



PROVIDE ADDITIONAL SETS OF ROOF BRACING FOR SHEDS AS SHOWN ON STANDARD DRAWINGS

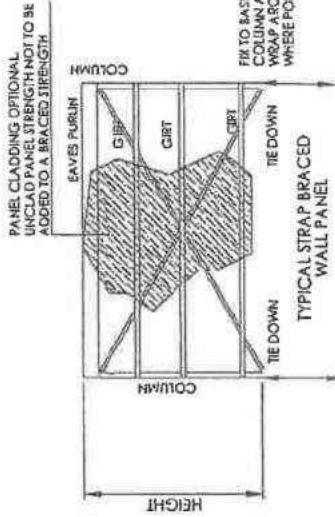
LOCATE ADDITIONAL SETS AT OPPOSITE ENDS TO THE SHED WHERE POSSIBLE



PLAN VIEW

BRACING TIE DOWNS

2 x 12g TEKS	8.2 kN
2 x 14g TEKS	9.4 kN
3 x 14g TEKS	14.0 kN
4 x 14g TEKS (2 ON WEB)	18.0 kN
1 x M12 BOLT	28.0 kN
1 x M16 BOLT	48.0 kN
2 x M16 gr 8.8	88.0 kN



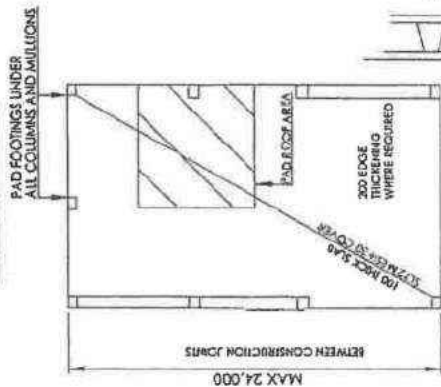
CALAREHVI
CONSULTING ENGINEERS
170 RANKIN STREET
BATHURST, N.S.W. 2795
Phone: (02) 63 32 3343 Fax: (02) 63 31 8210
REF: APPROVED DATE: 23/20

TLMAC PTY LTD
53 WELINGTON ST
MOLONG NSW 2868
PH: 02 6388 8483
FAX: 02 6388 8223

BRACING PROVISIONS AND DETAILS

FILE
TS-001-06 A3
CHECKED: DATE:

DOMESTIC OPTION

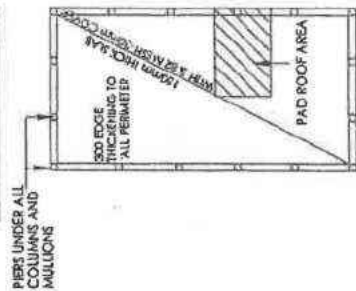


Notes: this table suitable only for N2, for N3 & N4 refer TS-001-08

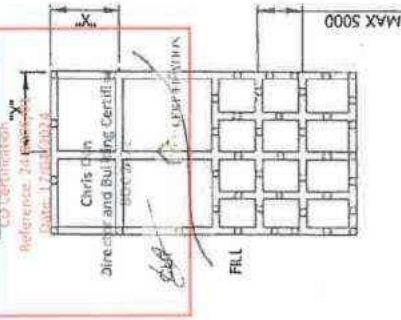
PAD SIZES FOR INDUSTRIAL AND DOMESTIC SLABS	DOMESTIC	INDUSTRIAL
PAD ROOF AREA	100mm SLAB	150mm SLAB
<10m ²	300 x 300	400 x 400
10 - 20 m ²	300 x 300	400 x 400
20 - 40 m ²	500 x 500	400 x 400
40 - 60 m ²	-	500 x 500
60 - 80 m ²	-	600 x 600
80 - 100 m ²	-	700 x 700

NOTE: PAD ROOF AREA IS THE COVERED AREA THAT THE TABS HOLDING FOR TIE DOWN. REFER INDICATIVE SKETCHES

INDUSTRIAL OPTION

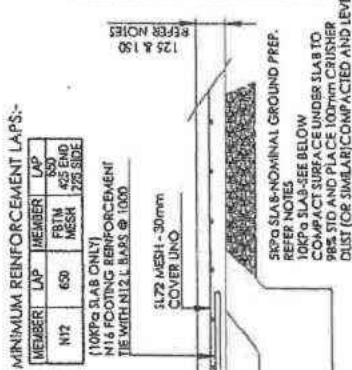


CUT & FILL



MINIMUM REINFORCEMENT LAPS:-

MEMBER	LAP	MEMBER	LAP
N12	650	F31M	450
		END	725



UNREINFORCED IMPORTANCE LEVEL 1 SLAB DETAIL



REINFORCED IMPORTANCE LEVEL 1 SLAB DETAIL

SUITABLE FOR CLASS INDUSTRIAL SHEDS IN FIRM STABLE GROUND. MAX REACTIVITY - CLASS M & NO. ENSURE PROPER GROUND PREPARATION UNDER SLAB

5 kPa LIVE LOAD - 125mm SLAB SL72 MESH
10 kPa LIVE LOAD - 150mm SLAB SL72 MESH

VARIES-REFER TABLES
OPTIONS-100mm, 125mm & 150mm

MAX BEAM SPACING - 3000

UNCONSOLIDATED FILL

NATURAL GR. FUND

MASS CONCRETE PIER WHERE REQUIRED REFER NOTES

300

100mm COMPRESSIBLE FILLER JOINT

SL72 MESH 30mm COVER

300

N12 DOWELS @ 600 CTR 500 LONG

300

CONSTRUCTION JOINT DETAIL

12 SITE TO BE PREPARED IN ACCORDANCE WITH AS 3796.

10 SLABS PLACED WIDER THAN 15m SPAN SHALL HAVE SL82 MESH AND 150TH SLAB AS STANDARD

11 MAXIMUM LENGTH OF SLAB BETWEEN CONSTRUCTION JOINTS 100mm SLAB - 24m 150mm SLAB - 30m

9 CURING OF SLAB SURFACE AGAINST EXCESSIVE MOISTURE LOSS SHALL BE CARRIED OUT FOR 7 DAYS AFTER PLACING. APPROVED CURING METHODS ONLY.

8 A SINGLE LAYER OF 200 MICRON PVC SHEETING SHALL BE PLACED UNDER THE SLABS. 50mm CRUSHER DUST IS RECOMMENDED FOR A LEVEL EVEN COMPACTED SURFACE.

7 SAW CUTTING OF CRACK CONTROL JOINTS SHALL BE CARRIED OUT WITHIN 16 HRS OF THE PLACING OPERATION

6 CONCRETE IS TO BE COMPACTED BY VIBRATION OR OTHER MECHANICAL MEANS.

5 SLAB AND EDGE BEAMS SHALL BE POURED IN ONE CONTINUOUS OPERATION UNO.

4 SOIL CONDITIONS ARE ASSUMED TO BE CLASS M OR BETTER FOR STANDARD CONCRETE PIERS PLACED UNDER THROUGH FILL 200mm INTO NATURAL SOIL.

3 SLABS ON CUT/FILL SITES AND APPLICABLE PROBLEM SOILS MAY USE MASS CONCRETE PIERS PLACED UNDER THROUGH FILL 200mm INTO NATURAL SOIL.

EDGE BEAM AND SLAB SCHEDULE

STE CLASS	"D"	SLAB MESH	MAX THICKNESS	PIERS
A	300	SL72	3-4.8m	-
S	300	SL72	3-4.8m	-
M	300	SL72	3-4.8m	-
N-Q	400	SL72	3-4.8m	8.0m
H	400	SL72	3-4.8m	7.0m
P-O	400	SL82	3-4.8m	6.0m
E	500	SL82	3-4.8m	5.0m
P	500	SL82	3-4.8m	5.0m

ENSURE OUTER BARS OF MESH IS WITHIN 20-30mm OF SLAB EDGE FOR BOLT SET CLOSE TO SLAB EDGE A 12mm TRIMMER BAR IS RECOMMENDED.

CLASS E & F SITES SHOULD BE REFERRED TO AN ENGINEER FOR CONFIRMATION. CLASS P DESIGN CAN BE USED FOR CUT/FILL SITES.

700

300

100mm COMPRESSIBLE FILLER JOINT

SL72 MESH 30mm COVER

300

N12 DOWELS @ 600 CTR 500 LONG

300

CONSTRUCTION JOINT DETAIL

12 SITE TO BE PREPARED IN ACCORDANCE WITH AS 3796.

10 SLABS PLACED WIDER THAN 15m SPAN SHALL HAVE SL82 MESH AND 150TH SLAB AS STANDARD

11 MAXIMUM LENGTH OF SLAB BETWEEN CONSTRUCTION JOINTS 100mm SLAB - 24m 150mm SLAB - 30m

9 CURING OF SLAB SURFACE AGAINST EXCESSIVE MOISTURE LOSS SHALL BE CARRIED OUT FOR 7 DAYS AFTER PLACING. APPROVED CURING METHODS ONLY.

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4 SOIL CONDITIONS ARE ASSUMED TO BE CLASS M OR BETTER FOR STANDARD CONCRETE PIERS PLACED UNDER THROUGH FILL 200mm INTO NATURAL SOIL.

3 SLABS ON CUT/FILL SITES AND APPLICABLE PROBLEM SOILS MAY USE MASS CONCRETE PIERS PLACED UNDER THROUGH FILL 200mm INTO NATURAL SOIL.

2 EDGE BEAMS TO BE FOUNDED ON NATURAL SOIL OR CONTROLLED COMPACTED FILL.

1 MINIMUM 28 DAY CONCRETE STRENGTH TO BE 25 MPa (32MPa for industrial slabs) MAXIMUM AGGREGATE STONE SIZE-20mm. DESIGN SLUMP TO BE 80mm±10mm.

CALAREHILL
CONSULTING ENGINEERS
170 RANKIN STREET
BATHURST, N.S.W. 2795
Phone: (02) 63 32 3343 Fax: (02) 63 31 8010
REF: APPROVED: DATE: 23-20

TILMAC PTY LTD
ABN 17 17 800 557
43 WELLINGTON ST
MOLONG NSW 2825
Phone: (02) 6388 3483
Fax: (02) 6388 9223

STANDARD SLAB AND
FOOTINGS DRAWING

Tilmac
TS-001-07

DATE: 23-20

APPLICATION FORM and CERTIFICATION CONTRACT

Issued under Division 4.5, Sections 4.27 & 4.28 of the Environmental Planning & Assessment Act 1979

Application Type and NSW Planning Portal Reference		
☐ Complying Development Certificate (CDC) ☐ Construction Certificate (CC)	Portal Reference No: CFT-489826	
Details of the Applicant/s		
Name of Applicant / Company Name and Authorised Contact (Director/Secretary)		ABN (if applicable)
Address	Email	Phone/Mobile (Private for CD Certification Use)
Phone/Mobile (Public) (or use with CDC Applications Only. Provide a Contact Number for inclusion in the Neighbour Notification Letters which are required to be issued under the SEPP Code. There is no obligation to discuss this application with your neighbours but we are required to provide contact details for this purpose. If a number is not provided we will use the Phone/Mobile number (Private for CD Certification Use).		Office Use Only Date Application Received 1/3/2024
Complying Development – The application is to be assessed under: (Leave this section blank if applying for a Construction Certificate)		
☐ State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (nominate which part if known) ☐ Part 3 ☐ Part 3a ☐ Part 3b ☐ Part 3c ☐ Part 3d ☐ Part 4 ☐ Part 4A ☐ Part 5 ☐ Part 5a ☐ Part 7 ☐ Part 8		
☐ State Environmental Planning Policy (Housing) 2021		
☐ State Environmental Planning Policy (Transport & Infrastructure) 2021		
Development Application Consent Details (Leave this section blank if applying for a Complying Development Certificate)		
Development Consent No.	Approval Authority: (Name of Council)	Date of Determination
638/2023.	Port Stephens	13/2/24
Development Site Details		
Address		Local Council Authority
35 Peachey Circuit, Karuah 2324		
Lot No.	Section No.	DP/SP No.
509		1234310
The Development		
Classification of Building/s under the Building Code of Australia: (if known)		
10a		
Description of Building Work to be carried out: (e.g. New Dwelling, Alterations & Additions, Shed, Dual Occupancy, Swimming Pool, Deck etc.)		
Shed and Carport		
Estimated Cost of the Development: (The Contract price or, if there is no contract, a genuine and accurate estimate for all labour and material costs with all demolition and construction required for the development including the cost of construction of any building and the preparation of a building for the purpose for which it is to be used (such as the costs of installing plan, fittings, fixtures and equipment. GST is to be included))		
\$ 70 500.00		
Asbestos:	Advise if any bonded asbestos material or friable asbestos material will be disturbed, repaired or removed when carrying out the development and, if yes, advise the estimated amount in m ² format.	
	☒ N/A ☐ _____ m ²	

Owner's Consent/Applicants Agreement and Declaration

(Please note that this document is signed and witnessed by all of the owners of the property)

By signing this Agreement, you consent and agree to:

- 1) I/We hereby apply for a Construction Certificate (CC), Complying Development Certificate (CDC), Occupation Certificate (OC) or any other authorisation or modification required or related to the development.
- 2) We consent to the principal certifier (PC), or an accredited certifier or consent authority, entering the subject property at any reasonable time, for the purpose of carrying out any mandatory critical stage inspection as required by the Act or a regulatory instrument where required.
- 3) Where a Complying Development application includes neighbour notification in accordance with the Environmental Planning & Assessment Regulation 2021, I/we agree to allow CC Certification to notify occupants of neighbouring properties of the subject site with the applicant name, address, phone number and notification plus time approval notification - Clause 89(1), and for details of the approved development into construction notification - Clause 143(1).
- 4) I/we acknowledge that I/we must comply with all relevant DA or CDC conditions and/or pre-conditions of consent contained in the approval documentation prior to works commencing, and that the PC can't be appointed until all pre-conditions have been complied with.
- 5) I/we advise that building works have not commenced, and will not commence, until 3 days after the Appointment of PC and Notice of Commencement have been provided to Council.
- 6) I/we declare that all the information provided is true and correct. I/we also understand that, if incomplete, the application may be delayed or rejected, and further information may be requested.
- 7) I/we agree to receive approval documentation via electronic communication. Hard copy approval documentation can be provided on request.
- 8) I/we have freely chosen to engage CC Certification Pty Ltd (ABN 600226).
- 9) I/we have read CC Certification's Fee Proposal and Contract for Certification Work comprising the Contract, Annexure A - Scope of Services, Annexure B - Development Certification Services Agreement and Annexure C - Prescribed Information Sheet issued by NSW Fair Trading and understand the role and responsibilities of each party to the Contract.
- 10) I/we consent and provide permission to CC Certification to update any discrepancies in the NSW Planning Portal.
- 11) I/we agree to the execution of the Contract.
- 12) By signing this agreement electronically, I/we agree to be legally bound by the terms of this agreement.

Owner 1 Sign/Print Name Owner 2 Sign/Print Name

Owner 3 Sign/Print Name Owner 4 Sign/Print Name

Print Name:

Print Name:

Applicant's Details

Name of applicant/s

Date

17.10.23

Development Strategies											
✓	Walls	Code	✓	Roof	Code	✓	Floor	Code	✓	Frame	Code
☐	Brick (double)	11	☐	Tiles	10	☐	Concrete / Slab	20	☐	Timber	40
☐	Brick (half)	12	☐	Concrete / Slab	20	☐	Timber	40	☐	Steel	60
☐	Concrete / stone	20	☐	Fibre Cement	30	☐	Other	80	☐	Aluminium	70
☐	Frame Decked	30	☐	Steel	60	☐	Not Specified	50	☐	Other	90
☐	Timber	40	☐	Aluminium	70				☐	Not Specified	90
☐	Custom Glass	90	☐	Other	90						
☐	Steel	60	☐	Not Specified	90						
☐	Aluminium Cladding	70									
☐	Timber/Weatherboard	40									
☐	Other	90									
☐	Non Specified	90									

Gross site area (m ²)	662m ²	Number of dwellings to be demolished	0
Gross floor area of existing building (m ²)	245m ²	Number of dwellings to be constructed:	0
Gross floor area of new building work (m ²)		Is the building detached, detached (i.e. free standing) or semi-detached?	semi detached
Number of pre-existing dwellings on the site:	1	Does the site contain a dual occupancy:	No
What are the current uses of the building (if vacant state vacant)	Residential	How many stories will the building have:	1
What will be the new building uses (if changed):			



PORT STEPHENS COUNCIL

NOTICE OF DETERMINATION OF A DEVELOPMENT APPLICATION

Application number	DA 16-2023-638-1 PAN-384430
Applicant	Annette Duhring 2209 PACIFIC HIGHWAY HEATHERBRAE 2324
Description of development	Shed and Awning
Property	35 PEACHEY CIRCUIT KARUAH 2324 509/-/DP1234310
Determination	Approved Consent Authority - Council staff under delegated authority
Date of determination	13/02/24
Date from which the consent operates	13/02/24
Date on which the consent lapses	14/02/29

Under section 4.18(1) of the EP&A Act, notice is given that the above development application has been determined by the granting of consent using the power in section 4.16(1)(a) of the EP&A Act, subject to the conditions specified in this notice.

Reasons for approval

The determination decision was reached for the following reasons:

- The proposed development, subject to the recommended conditions, is consistent with the objectives of the applicable environmental planning instruments, being; Port Stephens Local Environmental Plan 2013 (PSLEP).
- The proposed development is, subject to the recommended conditions, consistent with the objectives of the Port Stephens Council Development Control Plan 2014 (PSDCP).
- Subject to the recommended conditions the proposed development will be provided with adequate essential services required under the PSLEP.

- The proposed development is considered to be of an appropriate scale and form for the site and the character of the locality.
- The proposed development, subject to the recommended conditions, will not result in unacceptable adverse impacts upon the natural or built environments.
- The proposed development is a suitable and planned use of the site and its approval is within the public interest.
- Any submission issues raised have been taken into account in the assessment report and where appropriate conditions of consent have been included in the determination. Council has given due consideration to community views when making the decision to determine the application.

REASONS WHY THE CONDITIONS HAVE BEEN IMPOSED

The following conditions are applied to:

1. Confirm and clarify the terms of Council's Approval;
2. Identify modifications and additional requirements that will result in improved compliance, development and environmental outcomes;
3. Prevent, minimise, and/or offset adverse environmental impacts including economic and social impacts;
4. Set standards and performance measures for acceptable environmental performance; and

Provide for the ongoing management of the development.

Right of appeal / review of determination

If you are dissatisfied with this determination:

Request a review

You may request a review of the consent authority's decision under section 8.3(1) of the EP&A Act. The application must be made to the consent authority within 6 months from the date that you received the original determination notice provided that an appeal under section 8.7 of the EP&A Act has not been disposed of by the Court.

Rights to appeal

You have a right under section 8.7 of the EP&A Act to appeal to the Court within 6 months after the date on which the determination appealed against is notified or registered on the NSW planning portal.

The Dictionary at the end of this consent defines words and expressions for the purposes of this determination.

Tristan Sullivan
Building Surveyor

Person on behalf of the consent authority

Terms and Reasons for Conditions

Under section 88(1)(c) of the EP&A Regulation, the consent authority must provide the terms of all conditions and reasons for imposing the conditions other than the conditions prescribed under section 4.17(11) of the EP&A Act. The terms of the conditions and reasons are set out below.

General Conditions

1	Approved plans and supporting documentation Development must be carried out in accordance with the following approved plans and documents, except where the conditions of this consent expressly require otherwise. <table><tr><th colspan="5">Approved plans</th></tr><tr><th>Plan number</th><th>Revision number</th><th>Plan title</th><th>Drawn by</th><th>Date of plan</th></tr><tr><td>-</td><td>-</td><td>Site Plan</td><td>Applicant</td><td>As submitted</td></tr><tr><td>DWGQP1 Ref: 3308030901</td><td>-</td><td>Shed – Elevations and Sections</td><td>All Steel Sheds</td><td>As submitted</td></tr><tr><td>DWGQP1 Ref: 3308031009</td><td>-</td><td>Awning - Elevations and Sections</td><td>All Steel Sheds</td><td>As submitted</td></tr></table> In the event of any inconsistency between the approved plans and documents, the approved Plans prevail. In the event of any inconsistency with the approved plans and a condition of this consent, the condition prevails. Condition reason: To ensure all parties are aware of the approved plans and supporting documentation that applies to the development	Approved plans					Plan number	Revision number	Plan title	Drawn by	Date of plan	-	-	Site Plan	Applicant	As submitted	DWGQP1 Ref: 3308030901	-	Shed – Elevations and Sections	All Steel Sheds	As submitted	DWGQP1 Ref: 3308031009	-	Awning - Elevations and Sections	All Steel Sheds	As submitted
Approved plans																										
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DWGQP1 Ref: 3308031009	-	Awning - Elevations and Sections	All Steel Sheds	As submitted																						
2	Building Code of Australia All building work must be carried out in accordance with the BCA. In this clause, a reference to the BCA is a reference to that Code as in force on the date the application for the relevant Construction Certificate is made. Condition reason: To ensure that all building works are completed in accordance with the Building Code of Australia																									
3	Excavation for Residential Building Works If the approved development involves an excavation that extends below the level of the base of the footings of a building on adjoining land, the person having the benefit of the consent must, at the person's own expense:																									

	a) protect and support the adjoining premises from possible damage from the excavation; b) where necessary, underpin the adjoining premises to prevent any such damage. This condition does not apply if the person having the benefit of the consent owns the adjoining land or the owner of the adjoining land has given consent in writing to that condition not applying, and a copy of that written consent is provided to the PCA prior to the excavation commencing. Condition reason: To ensure development that involves excavation that extends below the base of the footings of a building on adjoining land will not result in adverse impacts to adjoining lots.
4	Footpath Crossing Construction A footpath crossing and driveway must be constructed in accordance with this consent and the approved Construction Certificate prior to use or occupation of the development. Note: A Works on Public Infrastructure (Driveway) approval must be obtained prior to the commencement of such works. This can be located on Port Stephens Council website. Condition reason: To ensure that the developer constructs a footpath crossing with the relevant S149 Approval.
5	Sign on Building Except in the case of work only carried out to the interior of a building or Crown building work, a sign must be erected in a prominent position on the site showing the name, address and telephone number of the Principal Certifying Authority for the work, the name of any principal contractor and their after-hours contact number, and must contain a statement that unauthorised entry to the site is prohibited. The sign must be maintained while the work is being carried out and is to be removed when the work is completed. Condition reason: To require signage that details the relevant contacts of a development

Building Work

Before issue of a construction certificate

6	Roads Act Approval For construction/reconstruction of Council infrastructure, including vehicular crossings, footpath, kerb and gutter, stormwater drainage, an application must be made for a Roadworks Permit under Section 138B of the Roads Act 1993 Condition reason: To ensure that works within the road reserve are approved by a Section 138B Approval of the Roads Act 1993.
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Before building work commences

7	All Weather Access A 3m wide all-weather vehicle access is to be provided from the kerb and gutter to the building under construction for the delivery of materials and use by trades people.
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	No materials, waste or the like are to be stored on the all-weather access at any time. Condition reason: To ensure that adequate vehicular access is provided to and from the site, prior to the commencement of works.
8	Compliance with Home Building Act (if applicable) In the case of residential building work for which the Home Building Act 1989 requires there to be a contract of insurance in force in accordance with Part 6 of that Act, that such a contract of insurance is in force before any building work authorised to be carried out by the consent commences. Condition reason: To ensure that a contract of insurance is in force in accordance with Part 6 of that Act, before any building work authorised to be carried out by the consent commences.
9	Construction Certificate Required In accordance with the provisions of Section 6.7 of the Environmental Planning & Assessment Act 1979 (EP&A Act 1979), construction or subdivision works approved by this consent must not commence until the following has been satisfied: a) a Construction Certificate has been issued by a Consent Authority; b) a Principal Certifying Authority (PCA) has been appointed by the person having benefit of the development consent in accordance with Section 6.5 of the EP&A Act 1979; and c) the PCA is notified in writing of the name and contractor licence number of the owner/builder intending to carry out the approved works. Condition reason: To ensure that a Construction Certificate has been issued for the building works prior to the commencement of work.
10	Damage report – Public Infrastructure The applicant is required to notify Council in writing of any existing damage to public infrastructure (including landscaping) within the vicinity of the development, the absence of such notification signifies that no damage exists Condition reason: Small-scale development - Where the development is in close proximity to Council infrastructure.
11	Erosion and sediment controls in place Before any site work commences, the principal certifier, must be satisfied the erosion and sediment controls in the erosion and sediment control plan are in place. These controls must remain in place until any bare earth has been restabilised in accordance with 'Managing Urban Stormwater: Soils and Construction' prepared by Landcom (the Blue Book) (as amended from time to time). Condition reason: To ensure sediment laden runoff and site debris do not impact local stormwater systems and waterways
12	Home Building Act requirements Residential building work within the meaning of the Home Building Act 1989 must not be carried out unless the principal certifier for the development to which the work relates (not being the council) has given the council written notice of the following information — a) In the case of work for which a principal contractor is required to be appointed— i) the name and licence number of the principal contractor, and ii) the name of the insurer by which the work is insured under Part 6 of that Act,

	b) In the case of work to be done by an owner-builder— i) the name of the owner-builder, and ii) if the owner-builder is required to hold an owner-builder permit under that Act, the number of the owner-builder permit. If arrangements for doing the residential building work are changed while the work is in progress so that the information notified becomes out of date, further work must not be carried out unless the principal certifier for the development to which the work relates (not being the Council) has given the Council written notice of the updated information. Condition reason: To ensure compliance with the Home Building Act 1989 and to verify that the certifying principal authority for the development has given appropriate written notice to council.
13	Notice Commencement of Work Notice must be given to Council and the Principal Certifier, if not the Council, of the person's intention to commence the erection of the building or undertake subdivision work at least two days prior to subdivision and/or building works commencing in accordance with Sections 6.6 (2) and 6.12 (2) (c) of the Environmental Planning and Assessment Act 1979 and Section 59 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021. The notice must include: a) the name and address of the person; b) a description of the work to be carried out; c) the address of the land on which the work is to be carried out; d) the Registered numbers and date of issue of the development consent and construction certificate; e) a statement signed by or on behalf of the principal certifier that all conditions of the consent that must be satisfied before the work commences have been satisfied; and f) the date on which the work is intended to commence. The notice must be lodged on the NSW planning portal. Condition reason: To ensure that the Principal Certifier has given notice to the Consent Authority and Council at least two days prior to subdivision and/or building works commencing in accordance with S6.6(2)(a) of the Environmental Planning and Assessment Act 1979 and Sec
14	Notice of Principal Certifying Authority Appointment The Principal Certifier for this development must give notice must be given to the consent authority and Council, where the Council is not the consent authority, at least two days prior to subdivision and/or building works commencing in accordance with Section 6.6 (2) (a) of the Environmental Planning and Assessment Act 1979 and Section 57 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021. The notice must include: a) a description of the work to be carried out; b) the address of the land on which the work is to be carried out; c) the Registered number and date of issue of the relevant development consent;

	d) the name and address of the Principal Certifier and the person who appointed the principal certifier; e) if the principal certifier is a registered certifier - the certifier's registration number, and - a statement signed by the registered certifier to the effect that the certifier consents to being appointed as principal certifier, and - a telephone number on which the certifier may be contacted for business purposes. The notice must be lodged on the NSW planning portal. Condition reason: To ensure that the Principal Certifier has given notice that they will be the Principal Certifier to the Consent Authority and Council at least two days prior to subdivision and/or building works commencing in accordance with S6.6(2)(a) of the Environmenta
15	Rubbish Generated from the Development Where not already available, a waste containment facility is to be established on site. The facility is to be regularly emptied and maintained for the duration of works. No rubbish must be stockpiled in a manner which facilitates the rubbish to be blown or washed off site. The site must be cleared of all building refuse and spoil immediately upon completion of the development. Condition reason: To ensure that construction waste is appropriately stockpiled and removed from site.

During building work

16	Construction Noise While building work is being carried out, and where a noise and vibration management plan is approved under this consent, the applicant must ensure that any noise generated from the site is controlled in accordance with the requirements of that plan. OR While building work is being carried out and where no noise and vibration management plan is approved under this consent, the applicant is to ensure that any noise caused by demolition, vegetation removal or construction does not exceed an LAeq (15 min) of 5dB(A) above background noise, when measured at any lot boundary of the property where the construction is being carried out. Condition reason: To ensure that developments do give rise to offensive noise impacts during works.
17	Cut and fill (if applicable) While building work is being carried out, the principal certifier must be satisfied all soil removed from or imported to the site is managed in accordance with the following requirements: All excavated material removed from the site must be classified in accordance with the EPA's Waste Classification Guidelines before it is disposed of at an approved waste management facility and the classification and the volume of material removed must be reported to the principal certifier. All fill material imported to the site must be Virgin Excavated Natural Material as defined in

	Schedule 1 of the Protection of the Environment Operations Act 1997 or a material identified as being subject to a resource recovery exemption by the NSW EPA. Condition reason: To ensure that all imported and/or exported fill is Virgin Excavated Natural Material.
18	Discovery of relics and Aboriginal objects While site work is being carried out, if a person reasonably suspects a relic of Aboriginal object is discovered: a) the work in the area of the discovery must cease immediately; b) the following must be notified i) for a relic – the Heritage Council; or ii) for an Aboriginal object – the person who is the authority for the protection of Aboriginal objects and Aboriginal places in New South Wales under the National Parks and Wildlife Act 1974, section 85. Site work may recommence at a time confirmed in writing by: a) for a relic – the Heritage Council; or b) for an Aboriginal object – the person who is the authority for the protection of Aboriginal objects and Aboriginal places in New South Wales under the National Parks and Wildlife Act 1974, section 85. Condition reason: To ensure the protection of objects of potential significance during works
19	Hours of work Site work must only be carried out between the following times – 7:00am to 5:00pm on Monday to Saturday Site work is not to be carried out outside of these times except where there is an emergency, or for urgent work directed by a police officer or a public authority. Condition reason: To protect the amenity of the surrounding area
20	Implementation of BASIX commitments While building work is being carried out, the applicant must undertake the development strictly in accordance with the commitments listed in the BASIX certificate(s) approved by this consent, for the development to which the consent applies. Condition reason: To ensure that while building work is being carried out, the development strictly in accordance with the commitments listed in the BASIX certificate(s) approved by this consent.
21	Offensive Noise, Dust, Odour and Vibration All work must not give rise to offensive noise, dust, odour or vibration as defined in the Protection of the Environment Operations Act 1997 when measured at the nearest property boundary. Condition reason: To ensure that developments do not give rise to offensive noise, dust,

	odour, or vibration.
22	Stormwater Disposal Following the installation of any roof, collected stormwater runoff from the structure must be: a) Diverted through a first flush system or leaf/debris prevention system before being connected to an existing stormwater easement/system/street. Condition reason: All applications.
23	Toilet facilities Temporary toilet(s) must be provided and maintained on site from the time of commencement of building work to completion. The number of toilets provided must be one toilet per 20 persons or part thereof employed on the site at any one time. The temporary toilet is to be either connected to the sewerage system or an approved septic tank or otherwise may be a chemical toilet supplied by a licensed contractor. Condition reason: To ensure adequate amenity facilities are provided to the site during construction.
24	Bushfire safety – Other developments The site is located within a bushfire prone area and must comply with NSW Rural Fire Service document "Planning for Bushfire Protection 2019" (PBP2019). In this regard the following is required: a) Proposed development must comply with the construction requirements of Planning for Bushfire Protection on each elevation for a Bushfire Attack Level (BAL) of 29 b) The entire property must be managed as an 'Inner Protection Area' as outlined within PBP2019. c) Compliance with Appendix 3 of PBP2019. d) Compliance with the specific requirements of Chapter 8 of PBP2019 Details demonstrating compliance must be provided to the Certifying Authority. Where a bush fire report has not been carried out, the building must comply with Planning for Bushfire Protection 2019 and AS 3959.2018 'Construction of Buildings in Bushfire Prone Areas' Level 29 construction and the entire property must be managed as an 'Inner Protection Area' as outlined within Appendix 4 of Planning for Bushfire Protection 2019 Condition reason: To ensure that development within bushfire prone areas other than residential dwellings, residential and rural residential subdivision or Special Fire Protection Purposes are adequately constructed to the relevant standard and vegetation is managed to the

Before issue of an occupation certificate

25	Completion of Roads Act Approval works All approved road, footpath and/or drainage works, including vehicle crossings, have been completed in the road reserve in accordance with the Roads Act Approval to the satisfaction of the Council as the Roads Authority.
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	Condition reason: To ensure that approved works within the road reserve have been completed to the satisfaction of the Council.
26	Occupation Certificate Required An Occupation Certificate must be obtained prior to any use or occupation of the development. The Principal Certifying Authority must be satisfied that the development has been constructed in accordance with approved plans, specifications and conditions of this consent. Condition reason: To ensure that an Occupation Certificate relating to the development has been provided to the Principal Certifying Authority.
27	Removal of waste upon completion Before the issue of an occupation certificate, the principal certifier must ensure all refuse, spoil and material unsuitable for use on-site is removed from the site and disposed of in accordance with the approved waste management plan. Written evidence of the removal must be supplied to the satisfaction of the principal certifier. Before the issue of a partial occupation certificate, the applicant must ensure the temporary storage of any waste is carried out in accordance with the approved waste management plan to the principal certifier's satisfaction. Condition reason: To ensure that all waste is appropriately removed from the subject site prior to the issue of an Occupation Certificate.
28	Repair of infrastructure Before the issue of an occupation certificate, the applicant must ensure any public infrastructure damaged as a result of the carrying out of building works (including damage caused by, but not limited to, delivery vehicles, waste collection, contractors, sub-contractors, concreting vehicles) is fully repaired to the written satisfaction of Council, and at no cost to Council. Note: If the council is not satisfied, the whole or part of the bond submitted will be used to cover the rectification work. Condition reason: To ensure that any damage resulting to public infrastructure is appropriately rectified at no cost to the Council.
29	Stormwater/Drainage Works All stormwater and drainage works required to be undertaken in accordance with this consent must be completed. The certification/verification must be provided to the satisfaction of the Principal Certifying Authority. Condition reason: To ensure stormwater and drainage works have been undertaken in accordance with the approved plans.

Occupation and ongoing use

No additional conditions have been applied to this stage of development.

General advisory notes

This consent contains the conditions imposed by the consent authority which are to be complied with

when carrying out the approved development. However, this consent is not an exhaustive list of all obligations which may relate to the carrying out of the development under the EP&A Act, EP&A Regulation and other legislation. Some of these additional obligations are set out in the [*Conditions of development consent: advisory notes*](#). The consent should be read together with the *Conditions of development consent: advisory notes* to ensure the development is carried out lawfully.

The approved development must be carried out in accordance with the conditions of this consent. It is an offence under the EP&A Act to carry out development that is not in accordance with this consent. Building work or subdivision work must not be carried out until a construction certificate or subdivision works certificate, respectively, has been issued and a principal certifier has been appointed.

A document referred to in this consent is taken to be a reference to the version of that document which applies at the date the consent is issued, unless otherwise stated in the conditions of this consent.

Dictionary

The following terms have the following meanings for the purpose of this determination (except where the context clearly indicates otherwise):

Approved plans and documents means the plans and documents endorsed by the consent authority, a copy of which is included in this notice of determination.

AS means Australian Standard published by Standards Australia International Limited and means the current standard which applies at the time the consent is issued.

Building work means any physical activity involved in the erection of a building.

Certifier means a council or a person that is registered to carry out certification work under the *Building and Development Certifiers Act 2018*.

Construction certificate means a certificate to the effect that building work completed in accordance with specified plans and specifications or standards will comply with the requirements of the EP&A Regulation and *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*.

Council means PORT STEPHENS COUNCIL.

Court means the Land and Environment Court of NSW.

EPA means the NSW Environment Protection Authority.

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

EP&A Regulation means the *Environmental Planning and Assessment Regulation 2021*.

Independent Planning Commission means Independent Planning Commission of New South Wales constituted by section 2.7 of the EP&A Act.

Occupation certificate means a certificate that authorises the occupation and use of a new building or a change of building use for an existing building in accordance with this consent.

Principal certifier means the certifier appointed as the principal certifier for building work or subdivision work under section 6.6(1) or 6.12(1) of the EP&A Act respectively.

Site work means any work that is physically carried out on the land to which the development the subject of this development consent is to be carried out, including but not limited to building work, subdivision work, demolition work, clearing of vegetation or remediation work.

Stormwater drainage system means all works and facilities relating to:

- the collection of stormwater,
- the reuse of stormwater,
- the detention of stormwater,
- the controlled release of stormwater, and
- connections to easements and public stormwater systems.

Strata certificate means a certificate in the approved form issued under Part 4 of the *Strata Schemes Development Act 2015* that authorises the registration of a strata plan, strata plan of subdivision or notice of conversion.

Sydney district or regional planning panel means Hunter and Central Coast Regional Planning Panel.

Apply for certificate

Select the certificate action you would like to apply for	Construction certificate
Select the type of certificate you wish to apply for	Certificate for the full development
Is the application for modification of a current construction certificate?	No
Do you want to direct this application to a Principal Certifier or State Agency for assessment?	Principal Certifier
Which approval type is this certificate in relation to?	Development Application number (DA)
Please enter the DA number that the consent authority has provided (e.g. DA/22/2023).	
Was the DA applied for via the NSW Planning Portal?	Yes
Please provide the portal application reference number (PAN)	PAN-384430
Has the DA been determined?	Yes
Date of determination of the DA Case	13/02/24
Is the development exempt from the State Environmental Planning Policy (Sustainable Buildings) 2022 Chapter 3 relating to non-residential buildings, for any of the following reasons? - The DA was submitted on the NSW Planning Portal before 1st October 2023 - The DA was submitted on the NSW Planning Portal on or after 1st October 2023 but was deemed exempt due to the reasons outlined in Chapter 3.1.	Yes
Site address #	1
Street address	35 PEACHEY CIRCUIT KARUAH 2324
Local government area	PORT STEPHENS
Lot / Section Number / Plan	509-/DP1234310 ☒
Primary address?	Yes
Planning controls affecting property	Land Application LEP Land Zoning Height of Building Floor Space Ratio (n:1) Minimum Lot Size Heritage Land Reservation Acquisition Foreshore Building Line Acid Sulfate Soils Bushfire Prone Land

Applicant details

Title	Mrs
-------	-----

First given name	Annette
Other given name/s	
Family name	Duhring
Contact number	0249872733
Email	admin@allsteelsheds.net.au
Address	2209 PACIFIC HIGHWAY HEATHERBRAE 2324
Is the applicant a company?	Yes
Name	ALL STEEL SHEDS PTY LTD
ABN	17162967446
ACN	162967446
Trading Name	

Developer details

Name	
ABN	
ACN	
Trading Name	ACN
Email	
Address	

Land owner details

Owner/s of the Development Site	There are one or more owners of the development site and I am NOT one of them
Owner Builder?	No
Title	
First given name	
Other given name/s	
Family name	
Contact number	
Email	
Address	35 PEACHEY CIRCUIT KARUAH 2324
Company name (if applicable)	
ABN/ACN	
Owner Builder?	No
Title	
First given name	
Other given name/s	
Family name	
Contact number	
Email	
Address	35 PEACHEY CIRCUIT KARUAH 2324
Company name (if applicable)	
ABN/ACN	
I declare that I have shown this document, including all attached drawings, to the owner(s) of the land, and that I have obtained their consent to submit this application.	
Who will be doing the building work?	Licensed Builder

Builder or Principal contractor details

Builder Type	A Company , business , government entity or other similar body
Company Name	ALL STEEL SHEDS PTY LTD
ABN	17162967446
ACN	162967446
Trading Name	

Billing Address	2209 Pacific Highway, Heatherbrae, NSW, 2324
Email Address	admin@allsteelsheds.net.au

Long Service Levy

Have you paid the Long Service Levy?	NA
Are there any security or site conditions which may impact on the person undertaking the inspection? eg: locked gates, dogs, animals etc	No
Provide details	

Payer details

Payer Type	Individual
Company Name	
ABN	
ACN	
Trading Name	
Billing Address	
Email ID	
Title	Mrs.
First given name	Annette
Other given name/s	
Family name	Duhring
Contact number	0249872733
Email	admin@allsteelsheds.net.au
Billing address	2209 PACIFIC HIGHWAY HEATHERBRAE 2324

Proposed development details

Selected common application types	Erection of a new structure
Selected development types	Carport Shed
Class of development	Class 10a
Please provide a detailed description of the development	Shed and Carport
Please provide the estimated cost of the development? Note: please state the full contract price inclusive of GST	\$70,500.00
Capital Investment Value (CIV)	\$64,091.00

Information to be collected for the Australian Bureau of Statistics

Total site area (m2)	662
Existing gross floor area (m2)	245
Total Net Lettable Area (m2))	0
Proposed gross floor area (m2)	327
What are the current uses of all parts of the building (s)/land? (if vacant please state)	Residential
What is the proposed use of all parts of the building (s)/land?	Residential
Is the proposed building is attached, detached (i.e. free standing) or semi-detached?	
Ultimate height of the development (m)	3.615
Number of pre-existing dwellings on site	1
Number of storeys proposed in the new building(s)	1
Number of proposed lots	

Fire safety measures

Are you proposing to carry out alterations/modifications to existing 'relevant fire safety systems'?	No
Are proposed fire safety measures to be installed in the building?	No

Registered certifier

The applicant has selected the following certifying organisation to assess this application

Company name	CHRIS DAN CERTIFICATION PTY. LTD.
Trading name	CD Certification
ABN	14614224896
ACN	614 224 896
Address	5/19 Reliance Drive TUGGERAH NSW 2259
Email	adminmanager@cdcert.com.au

Principal certifier

The applicant has selected the following certifying organisation to assess this application

Company name	CHRIS DAN CERTIFICATION PTY. LTD.
Trading name	CD Certification
ABN	14 614 224 896
ACN	614 224 896
Address	5/19 Reliance Drive TUGGERAH NSW 2259
Email	adminmanager@cdcert.com.au

Declarations

I declare that all the information in the application and checklist is, to the best of my knowledge, true and correct	Yes
I agree to the appropriately delegated assessment officers attending the site for the purpose of inspection	Yes
I/we own the subject land, consent to this application and consent to Council officers entering the premises during normal office hours for the purpose of conducting inspections relative to this application. I accept that all communication regarding this application will be through the nominated applicant. In the case of an owners corporation, a seal is required, or if crown land, written authorisation of the relevant statutory authority.	Yes
I have read and agree to the collection and use of my personal information as outlined in the Privacy Notice.	Yes
I declare that all works that are the subject of the relevant consent have been completed and that all conditions that are required to be satisfied prior to the issue of this certificate have been satisfied	Yes
I agree to pay any required NSW Planning Portal Service Fee/s specified under Part 9, Schedule 4 of the Environmental Planning and Assessment Regulation 2021 to the Department of Planning and Environment.	Yes

Review of application

What is the outcome of your review?	Accept application
Additional certifier comments	N/A
Certifier reference number	CC 24-8306
Has the applicant paid the application fees?	Yes
Enter the date the application was lodged into the certifier's system	1/03/24

SITE PLAN

Scale – 1: 200
18th Oct, 2023

35 Peachey Circuit
Karuah
NSW 2324

Lot: 509
DP: 1234310

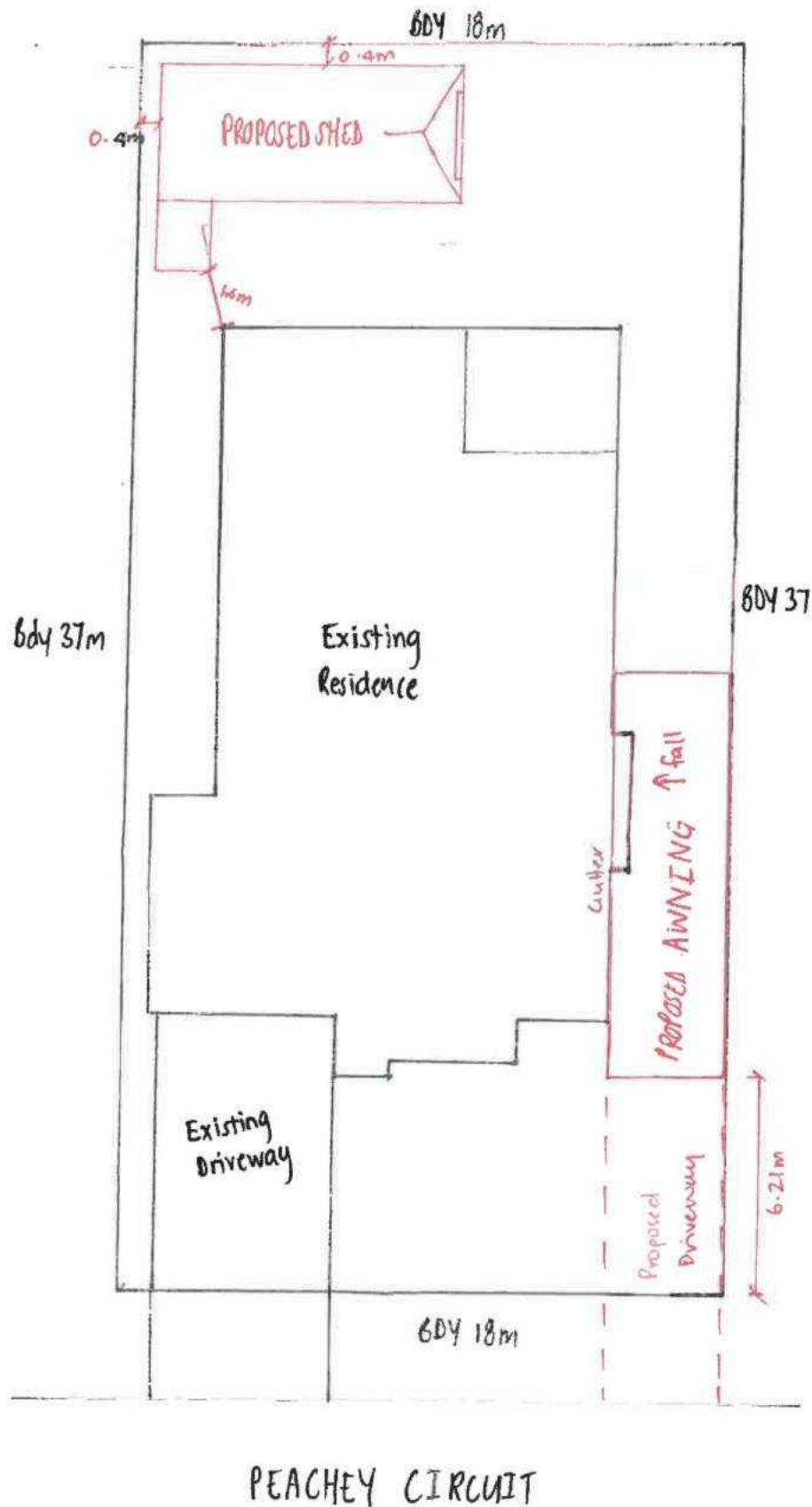
Area: 662m²

Proposed shed
9m x 4m x 2.8m with a
1.5m x 2m enclosed awning

Proposed Awning
12m x 3.6m x 3.3m

Stormwater to be
directed to the
street

NORTH:



BUILDER	
BUILDING PLAN ASSESSMENT	
Clear of Hunter Water Assets	
Reference No: 100257	
☒	Water available for connection
☒	Sewer available for connection
Date Processed: 23 October 2023	
Applicant: All Steel Sheds - Annette Duhring	
Property Location: 35 PEACHEY CRT KARUAH NSW 2324	
PLEASE TAKE INTO CONSIDERATION	
This is not a compliance certificate. This stamp indicates that Hunter Water has undertaken an initial assessment of the proposed development to identify possible impacts to our infrastructure. Conditions of Hunter Water assessments apply. For information on Hunter Water's processes please refer to our 'Land Development Manual' on our website or contact us on 1300 657 657. Version 3.3 (22 December 2021)	

PORT STEPHENS COUNCIL
This document relates to
Development Consent No

16-2023-638-1

and is subject to conditions

PRINCIPAL CERTIFIER SERVICES AGREEMENT

Section 81A (2)(b)(i) or (c) or (4)(b)(i) or (c), 86(1) and (2) of the Environmental Planning & Assessment Act 1979.

SECTION A: Introduction			
I/We hereby appoint CD Certification RBC 00026 being appointed as the PC for the development and is authorised to carry out the services outlined in the Scope of Services, Restrictions and Limitations forming the basis of the Contract in terms of the Environmental Planning and Assessment Act 1979 and Regulations made thereunder.			
SECTION B: Parties to the Agreement (being all owner/s of the property)			
Owner(s) Name(s):			
Address:			
Telephone:	Mobile:	Email Address:	
SECTION C: Location of where the building work is to be carried out			
Address: 35 Peachey Circuit, Koorah NSW 2324			
SECTION D: Description of the development			
Briefly describe the Building work:			
Shed and Carport			
SECTION E: Details of Principal Contractor/Owner Builder			
Builder's name or owner builder:		Builder's Licence or OB Permit No:	
All Steel Sheds P/L		266633C	
Address:		Builder's ABN:	
2209 Pacific Hwy, Heatherbrae		17 162 967 446	
Daytime Telephone:	Mobile:	Email:	
02 49872733		admin@allsteelsheds.net.au	
SECTION F: Notice of Commencement of Work			
Estimated date of commencement of work:		TBA	
SECTION G: Details of the Development Consent & Construction Certificate (office use only)			
DA Consent:	24-8306	DA Approval Date:	17/04/2024
CC No:	638/2023	CC Approval Date:	13/2/24
		Council:	Port Stephens
		Certified:	CD Certification RBC 00026
SECTION H: Signature of all Owners of the Property			
By signing this agreement, you consent and agree to:			
1) I/we have freely chosen to engage CD Certification, RBC 00026 as the Principal Certifier for the proposed development. 2) I/we have read and accept the conditions outlined in the Application Form and Certification Contract and agree to abide by the terms of the Scope of Services, Restrictions and Limitations forming the basis of the Contract. 3) I/we understand the roles and responsibilities of the Owner and the Registered Certifier. 4) I/we confirm that we have read and understood the accompanying Fee Proposal, Contract and that you understand your rights and responsibilities and those of the Certifier. 5) I/we confirm that we have read the accompanying prescribed information sheet issued by Fair Trading. 6) I/we have consent to CD Certification to update any discrepancies in the NSW Planning Portal with respect to this application.			
Owner 1:		Owner 2:	
Sign/Print Name:		Sign/Print Name:	
Print Name:		Print Name:	
Owner 3:		Owner 4:	
Sign/Print Name:		Sign/Print Name:	
Print Name:		Print Name:	

17/10/2023

INSPECTION REPORT – 24-8306 – 1. Pre-Commencement CC
35 Peachey Circuit, Karuah NSW 2324**APPLICANT DETAILS**

Applicant: All Steel Sheds Pty Ltd
Address: 2209 Pacific Highway, HEATHERBRAE NSW 2324
Phone: 02 4987 2733

RELEVANT CONSENTS

Local Government Area: Port Stephens Council
Development Applications (if applicable) DA 16-2023-638-1
Construction Certificate Number 24-8306

PROPOSAL

Address of Development: 35 Peachey Circuit, Karuah NSW 2324
Lot / DP: 509 / DP1234310
Land Use Zoning: N/A
Scope of Building Works Covered by this Notice: Shed and Awning

INSPECTION DETAILS

Inspector: Chris Dan
Inspection date and time: 05/03/2024 03:00 PM
Registration No.: BDC 2471

INSPECTION RESULTS

We have attended the above property and completed an inspection. The areas inspected and the overall outcome of the inspection are listed below, together with any specific defects noted or documents required.

Inspection Area	Inspection Outcome	Reinspections
1. Pre-Commencement CC	Satisfactory (no issues)	No re-inspections required for this inspection.

SIGNED BY:

Chris Dan – Inspector
05/03/2024

APPENDIX

Details of any current fire safety measures in the existing building/s on site that will be affected by the proposed development is attached if applicable.

N/A

The plans and specifications that accompany this application adequately and accurately depict the existing site conditions.

Yes

Are there any features of the site, or of any building on the site, that would result in the proposed development either not being complying development or not complying with the Building Code of Australia.

No

Has any building work authorised by the complying development certificate has been commenced on this site.

No

DRIVEWAY APPLICATION APPROVAL TO PROCEED

Issued under the Section 138 of the Roads Act 1993

Application Reference:	CRM 378765
Property Address:	35 Peachey Circuit KARUAH 2324
Determination:	Approved to proceed
Approval Date:	12 March 2024
Certifying Authority:	Port Stephens Council

Approval has been granted to construct the driveway access at 35 Peachey Circuit KARUAH 2324 in accordance to the below:

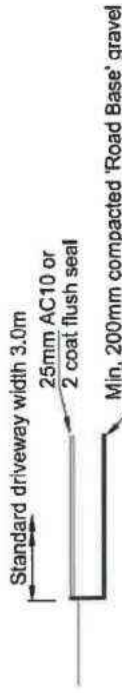
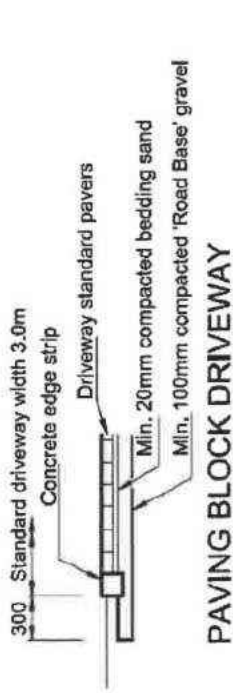
- The attached S105B & S122A standard profile
- A maximum width on the road reserve of 4 metres
- As noted on the standard drawing there is to be **no lip at invert of all kerb profiles**. A driveway constructed with a lip will not gain approval and will be required to be removed and reinstated to comply with the standard at your own cost.
- **Small tree/shrub 2 metres** from the driveway to be relocated to within private property or as close as possible based on site assessment
- **Large tree within 5 metres** of driveway to be removed at owners cost
- **The footpath/cycleway** is to be removed as part of driveway construction and replaced with reinforcement (unless existing reinforcement can be proven)
- **Both sides of the driveway crossing must be backfilled prior to requesting the final inspection.**
- **PRIOR TO COMMENCEMENT OF WORK** you must supply Public Liability Insurance with a minimum value of \$20 million

At completion of driveway construction please contact us on 4988 0255 to arrange for final inspection and approval quoting application reference number CRM 378765.

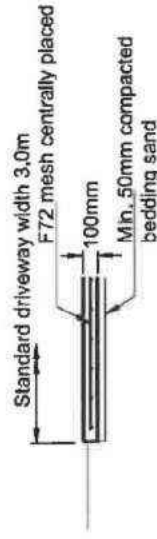
Sam Perkins
AUTHORISED OFFICER

12 March 2024
DATE

4988 0255
PHONE

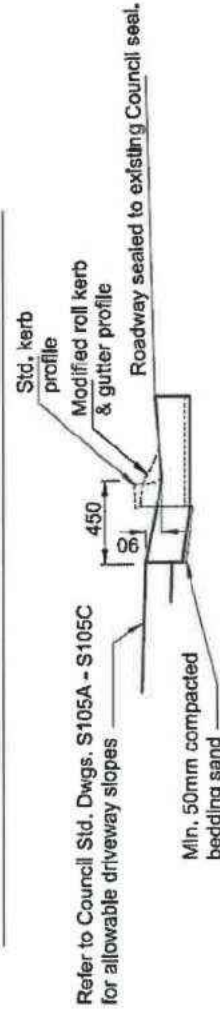


BITUMEN SEALED DRIVEWAY

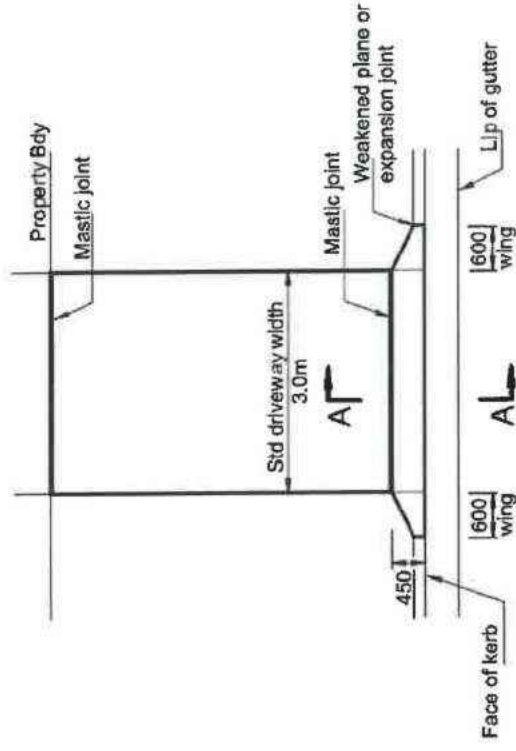


CONCRETE DRIVEWAY

OPTIONAL DRIVEWAY TREATMENTS



SECTION A - A KERB LAYBACK DETAIL



NOTES:

1. No Lip at invert of all kerb profiles.
2. To be used where no cycleways / pathways are proposed or exist.
3. All concrete to be Fc 20MPa.
4. Concrete surface to be broomed or grooved where grades exceed 5 in 1.
5. The following surface finishes are NOT to be used:
 - a) exposed aggregate,
 - b) steel float finishes,
 - c) deep stamped finishes.
6. Any alternative vehicular crossing construction will require consent of Council's Civil Assets Manager.

20141073
16 September 2021

All Steel Sheds Pty Ltd
14 Magpie Street
SINGLETON NSW 2330

Attention:

Dear ,

RE: Proposed Standard Awning and Carport Details – Structural Design Certificate

We certify that we have checked the structural design of the proposed standard awning and carport details as shown on the following drawings (signed copy attached):

Drawing No.	Description	Revision
ALST-001-00	Standard Notes	1
ALST-001-01	Gable Carport	1
ALST-001-02	Attached Awning	1
ALST-002-01	Skillion Carport	1

This review has been carried out in accordance with the following SAI Codes of Practice:

- AS 3600 Concrete Structures Code
- AS 4100 Steel Structures Code
- AS/NZS 4600 Cold-formed Steel Structures Code

Accordingly the structures shown would be sufficient to carry the relevant loads specified in AS/NZS 1170, SAI Structural Design Actions Code (Parts 0, 1, 2 and 3). Furthermore, it should be noted that for the Gable Carport structure (as shown on drawing ALST-001-01) the "bottom chord" member and vertical member at apex are not required for intermediate frames, or for frames that do not have the gable infill.

Note the following design criteria have been adopted:

- Designs based on a free roof (empty under) and attached awning as defined in AS/NZS 1170.2. Note no additional cladding to the walls of a free roof and/or awning structure should be added without reference to the engineer;
- Structure Importance level 1 and 2, in accordance with the BCA;
- Super-imposed dead load to roof = 0.15kPa, and live load to roof = 0.25kPa; and

Calare Civil Pty Ltd

14 Magpie Street
Singleton NSW 2330
Australia

Phone: 02 6551 1111
Fax: 02 6551 1112
Email: info@calarecivil.com.au
Web: www.calarecivil.com.au



- Wind classifications N2, N3, and N4 (non-cyclonic) as noted on the drawings in accordance with AS/NZS 1170.2 and AS 4055.

This certificate is valid until 31 December 2025, whereupon, the design should be reviewed to ensure compliance with any updated Standards and/or Building Codes.

This certification shall not be construed as relieving any other party of their responsibilities, liabilities or contractual obligations.

We trust that this information meets your requirements. Please do not hesitate to contact the undersigned should you require any further information.

Yours faithfully,
CALARE CIVIL PTY LTD



Chris Beuzeville
BE MIE Aust.



20240200
Friday, 23 February 2024

Shed World/Tilmac

Attention: Manager

RE: Proposed Shed – 35 Peachey Circuit, KARUAH (Hickey)

We certify that we have checked the structural design of the proposed shed as shown on the following drawings:

Drawing No.	Description	Revision
	Proposed Shed – 35 Peachey Circuit, KARUAH – Engineering Schedule	
	Proposed Shed – 35 Peachey Circuit, KARUAH – End Elevations	22/2/2024
	Proposed Shed – 35 Peachey Circuit, KARUAH – Side Elevations	22/2/2024
	Proposed Shed – 35 Peachey Circuit, KARUAH – Floor Plan	22/2/2024
	Proposed Shed – 35 Peachey Circuit, KARUAH – End Frame Elevations	22/2/2024
	Proposed Shed – 35 Peachey Circuit, KARUAH – Side Frame Elevations	22/2/2024
	Proposed Shed – 35 Peachey Circuit, KARUAH – Slab Plan	22/2/2024
	Proposed Shed – 35 Peachey Circuit, KARUAH – Slab Details	22/2/2024
	Proposed Shed – 35 Peachey Circuit, KARUAH – Connection Details	22/2/2024
	Proposed Shed – 35 Peachey Circuit, KARUAH – Connection Details	22/2/2024

This review has been carried out in accordance with the following SAI Codes of Practice:

- AS 3600 Concrete Structures
- AS 4100 Steel Structures
- AS/NZS 4600 Cold-formed Steel Structures

Accordingly, the structure noted and as detailed on the Tilmac drawings referred to below would be sufficient to carry the relevant loads specified in AS/NZS 1170, SAI Structural Design Actions Code (Parts 0, 1 and 2), subject to rectification of the following items:

- Purlins = TH64100 @ 1000 cts (continuous over rafter);
- Girts (side walls) = TH64100 @ 1250 cts (continuous over columns);
- Girts (end walls) = TH64120 @ 1250 cts (continuous over columns);
- Typical Portal Frame = C15012 (fly bracing and connections as per Tilmac drawings);
- Clad End Portal Frame = C15012 (fly bracing and connections as per Tilmac drawings);
- Skillion Frame = C15012 (fly bracing and connections as per Tilmac drawings).

Calare Civil Pty Ltd
Abn 41 050 057 933
170 Rankin Street
Bathurst NSW 2795

Tel: 02 6332 3343
Fax: 02 6331 8210
Email: bathurst@calare-civil.com.au
Web: www.calare-civil.com.au

\\SERVER\Projects\2024\20240200 Proposed Shed – 35 Peachey Circuit, KARUAH



Note the following design criteria have been adopted:

- Design based on an enclosed building (as defined in AS/NZS 1170.2);
- Structure Importance level 2 (normal structure), in accordance with the BCA;
- Super-imposed dead load to roof = 0.20kPa, and live load to roof = 0.25kPa;
- Wind region A2 (non-cyclonic), with a terrain category of 2.5 (rural terrain) in accordance with AS/NZS 1170.2, and a regional wind speed of $V_{R,500} = 45\text{m/s}$ ($M_s = 1.00$, $M_t = 1.00$, and $M_d, M_{z,cat}$ in accordance with AS/NZS 1170.2);
- Site is to be prepared in accordance with H1D3 of the NCC2022, Part 3.2 of the ABCB Housing Provisions and AS 3798 with subgrade compacted to 95% std;
- Soil bearing pressure = 200kPa; and
- These drawings are to be read in conjunction with Tilmac's standard details, as documented on drawing numbers TS-001-00 to TS-001-08 (inclusive), copy attached.

This certification shall not be construed as relieving any other party of their responsibilities, liabilities or contractual obligations.

We trust that this information meets your requirements. Please do not hesitate to contact the undersigned should you require any further information.

Yours Faithfully,
CALARE CIVIL PTY LTD



Chris Beuzeville
BE MIE Aust.

