

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Stone Real Estate 1b/31 Wyong Road Tumbi Umbi NSW 2261	Phone: 4388 8888 Fax: Ref: Volkan Akintetik
co-agent		
vendor	Kristy Anne Gorham 14 Forest Oak Place Berkeley Vale NSW 2261	
vendor's solicitor	Dobell Conveyancing PO Box 3398 Tuggerah NSW 2259	Phone: 02 4351 0677 Fax: Ref: DH: D8047 Email: danielle@dobellconveyancing.com.au
<b>date for completion</b>	<b>See special condition 17 (clause 15)</b>	
land (address, plan details and title ref)	14 Forest Oak Place, Berkeley Vale NSW 2261 Being Lot 412 in Deposited Plan 1256522 Folio Identifier 412/1256522	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> Documents in the List of Documents as marked or numbered <input checked="" type="checkbox"/> other documents: Occupation Certificate Dwelling	

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

inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> Clothes line	<input type="checkbox"/> Insect screens	<input type="checkbox"/> Solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> Other:		
exclusions				
purchaser				
purchaser's solicitor		Phone:		
		Fax:		
		Ref:		
price	\$	Email:		
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date		(if not stated, the date this contract was made)		

buyer's agent

\_\_\_\_\_  
**vendor**

**GST AMOUNT** (optional)

The price includes  
 GST of: \$

\_\_\_\_\_  
**witness**

**purchaser**     JOINT TENANTS     tenants in common     in unequal shares

\_\_\_\_\_  
**witness**

## Choices

Vendor agrees to accept a **deposit-bond** (clause 3):  NO  YES

**Nominated Electronic Lodgement Network (ELN)** (clause 30): PEXA

**Electronic transaction** (clause 30):  NO  YES

(If no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

**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 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 a *GSTRW payment*  NO  YES (if yes, vendor must provide further details)

(GST residential withholding payment)

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

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

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the 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 email address:

Supplier's 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

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
---	--

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

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

- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

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

- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

**15 Date for completion**

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

**16 Completion****• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 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**

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

**17 Possession**

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

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *servicing* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

## 20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 21 Time limits in these provisions

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

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

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

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

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

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

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

**23 Strata or community title****• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

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

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

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

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

## 26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## 27 Consent to transfer

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

## 28 Unregistered plan

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

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

## 29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* within 7 days after either *party* serves notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* within 7 days after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* within 7 days after either *party* serves notice of the refusal; and

29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –

- either *party* serving notice of the event happening;
- every *party* who has the benefit of the provision serving notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –

29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;

29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;

29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

## 30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –

30.1.1 this contract says that it is an *electronic transaction*;

30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or

30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.

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

30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or

30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.3.1 each *party* must –

- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and

30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;

30.4.3 the *parties* must conduct the *electronic transaction* –

- in accordance with the *participation rules* and the *ECNL*; and
- using the nominated *ELN*, unless the *parties* otherwise agree;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –

- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and

30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.

- 30.5 Normally, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
  - 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
  - 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
  - 30.6.2 create and populate an *electronic transfer*;
  - 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
  - 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
  - 30.7.2 create and populate an *electronic transfer*;
  - 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
  - 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
  - 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
  - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
  - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
  - 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
  - 30.10.2 all certifications required by the *ECNL* are properly given; and
  - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
  - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
  - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
  - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;

<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

### 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 clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

## ADDITIONAL SPECIAL CONDITIONS

### 1. Purchaser's warranty as to real estate agent

The Purchaser warrants to the Vendor that he was not introduced to the subject property by any agent or other person entitled to claim a commission or fee other than the Vendor's agent, if any, referred to in this contract. The Purchaser agrees to indemnify the Vendor against any claim for commission, including the Vendor's costs of defending any such claim, which arises as a result of the Purchaser's breach of this Warranty. This condition shall not merge on completion.

### 2. Representations, Faults and Defects

The Purchaser acknowledges that the provisions of this Contract constitute the full and complete understanding between the parties and that the Vendor provides no other agreement, warranty or representation whether expressed or implied with respect to any of the matters to which this Contract relates. The Purchaser acknowledges that the property and its inclusions being purchased is accepted in its present state and condition and state of repair and with latent defects, if any. The vendor shall not be responsible for any loss, mechanical breakdown or reasonable wear and tear thereof occurring after the date of this contract.

The Purchaser cannot make any requisition, objection or claim, nor delay settlement if at completion the Vendor has not:

- maintained the lawns, plants or gardens;
- left any items on the property that do not hinder the full use and enjoyment of the property.

### 3. Amendments

- a. Clause 7.1.1 is deleted;

### 4. Survey

Should an Identification Survey be annexed to this Agreement, the Purchaser accepts the subject property with notice of all matters referred to in such Identification Survey and will make no objection, requisition or claim for compensation in respect thereto.

### 5. Liquidated Damages

If the Purchaser does not complete this Contract on or before the completion date, and provided the Vendor is ready and willing, then the Purchaser shall from that date pay to the Vendor interest on the purchase price at the rate of 8% pa until completion, computed daily from the day immediately after the completion date up to and including the actual date in which this Contract is completed.

It is agreed that the amount payable pursuant to this condition is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

### 6. Time Under Notice

The parties agree that completion of this Agreement shall take place at such place as is nominated by the Vendor's Conveyancer. The parties further agree that fourteen (14) days is reasonable and sufficient time for the giving of any Notice to Complete, making time of the essence.

If the Vendor or the Vendor's Conveyancer issue a Notice to Complete then the Purchaser must pay to the Vendor on completion the additional legal fee of \$220.00 to the Vendor's Conveyancer.

## ADDITIONAL SPECIAL CONDITIONS

### 7. Completion Address

For the purposes of Clause 16.11 hereof the Vendor discloses that the completion address shall be Property Exchange Australia Ltd (PEXA) or as directed by Dobell Conveyancing, or as directed by the Vendor's Mortgagee.

### 8. Incapacity

Without any way negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this provision not been included it is agreed that:

- a. should either party being an individual prior to completion die or become mentally incapacitated, then either party may rescind this Contract by notice in writing to the first party's Solicitor or Conveyancer and this Contract shall be at an end and the provisions of Clause 19 shall apply.
- b. if the Purchaser being an individual shall be declared bankrupt or being a company, shall go into liquidation, prior to completion, then the Purchaser shall be in default under this Contract and Clause 19 shall apply.

### 9. Deposit Bond

The parties agree that if the deposit is to be paid by way of Deposit Bond, the original of the Deposit Bond is to be handed to the Vendor's Conveyancer upon exchange and that the Deposit Bond will be dealt with as if it were a cash deposit under the Contract and the Vendor is entitled to immediately draw upon the Deposit Bond in any circumstances where the Vendor becomes entitled to the deposit. It is further agreed that at settlement the Purchaser must pay to the Vendor, in addition to all other monies payable under this Contract, the full purchase price (less any cash deposit held in the Vendor's Agent's Trust Account) and the Vendor will return the original Deposit Bond to the Purchaser.

### 10. Release of Deposit

The Purchaser acknowledges and agrees to release the deposit paid under this contract to be used by the Vendor as a deposit on the purchase of another property, or to secure a rental bond, such payment being made to the Trust Account of a Real Estate Agent or Solicitor or Conveyancer. This clause shall not prejudice the rights of the Purchaser in the event of the Purchaser's lawful rescission of this contract and the Vendor shall refund to the Purchaser the whole of the deposit within fourteen (14) days after such rescission.

The provision of this clause to the said stakeholder is sufficient authority from the Purchaser for the funds to be released.

### 11. Deposit by Instalments

Notwithstanding Deposit Clause 2.2, the purchaser must pay the deposit as to:-

- a. 0.25% of the price on the contract date: and
- b. The balance on or before 5pm on the day the cooling off period expires.

### 12. Fee for Rescheduled Settlement

If, through no fault of the Vendor, the Purchaser cancels or postpones settlement to a different date, time or location, the Purchaser shall reimburse the Vendor's Conveyancer an amount of \$165.00 for legal expenses incurred by the Vendor for each occasion a settlement is cancelled or postponed.

## ADDITIONAL SPECIAL CONDITIONS

### 13. Requisitions on Title

For the purposes of 5.1 and 5.2 the Vendor is obliged only to reply to the requisitions on title annexed to this Contract.

### 14. Contract execution

The parties acknowledge and agree that the execution of this contract by the Vendor may be effected by way of email or photocopy signatures. The parties agree that they shall not make a requisition, objection or claim, nor any right to terminate or rescind this contract, or delay completion due to the vendor's execution of the contract.

### 15. Adjustments

The parties agree to adjust all usual outgoings under the Contract on completion, however, if any amount is incorrectly calculated or overlooked the parties agree to correct such error and to reimburse each other accordingly after settlement. This clause shall not merge on completion.

### 16. Foreign Acquisitions and Takeover Act 1975

The Purchaser warrants:-

- a) That the Purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
- b) That the Purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the Treasurer of the Commonwealth of Australia has advised in writing that the Treasurer has no objection to the acquisition of the property by the purchaser.

In the event of there being a breach of this warranty whether deliberate or otherwise the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss or damage that may be incurred by the Vendor as a consequence of such breach.

### 17. Completion

(i) Completion shall take place within 12 weeks from the date hereof.

(ii) However, if the vendor is ready to complete prior to the expiration of 12 weeks and providing 14 days written notice is given to the Purchaser's Solicitor/Conveyancer, then the parties agree to settle before the 12-week period expires.

(iii) Notwithstanding 17(ii), settlement will not take place before forty-two (42) days has elapsed.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

---

### Possession and tenancies

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

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building 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 (NSW)* 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 (NSW)*.
17. 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?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

#### **Affectations**

20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the Property?
  - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

#### **Capacity**

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

#### **Requisitions and transfer**

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. 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.
28. 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.
29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



FOLIO: 412/1256522

-----

SEARCH DATE	TIME	EDITION NO	DATE
18/8/2022	2:31 PM	2	15/4/2020

LAND

-----

LOT 412 IN DEPOSITED PLAN 1256522  
AT BERKELEY VALE  
LOCAL GOVERNMENT AREA CENTRAL COAST  
PARISH OF TUGGERAH COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP1256522

FIRST SCHEDULE

-----

KRISTY ANNE GORHAM (T AQ35777)

SECOND SCHEDULE (6 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP805181 RESTRICTION(S) ON THE USE OF LAND
- 3 DP806733 RESTRICTION(S) ON THE USE OF LAND
- 4 DP1100181 RESTRICTION(S) ON THE USE OF LAND
- 5 DP1256522 RESTRICTION(S) ON THE USE OF LAND
- 6 AQ35778 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



No	BEARING	CHORD	ARC	RADIUS
1	36° 37' 20"	51.265	-	-
2	89° 32' 50"	81.4	-	-
3	43° 42' 50"	10.915	-	-
4	63° 26' 25"	92.035	96.880	95
5	92° 22' 55"	14.665	14.671	352.345
6	39° 25' 30"	25.61	-	-
7	169° 11' 20"	91.955	98.78	183.35
8	159° 19' 20"	23.485	24.79	219
9	118° 48' 05"	148.965	149.77	79.665
10	93° 39' 10"	38.645	40.555	31.905
11	179° 49' 55"	30.32	50.84	15.235
12	76° 40' 30"	22.16	23.645	19.08
13	4° 39' 10"	39.865	-	-
14	171° 48' 10"	47.015	47.56	90.34
15	109° 29' 50"	59.56	60.69	90.695
16	164° 57' 30"	39.055	40.525	43.175
17	168° 16' 30"	62.49	67.46	50.75
18	236° 43' 55"	61.64	62.325	106.92
19	98° 40' 25"	28.19	-	-
20	8° 36' 25"	4.032	-	-
21	134° 47' 25"	149.78	50.45	89.34
22	89° 53' 35"	21.225	-	-
23	5° 42' 50"	13.995	17.43	17.65
24	166° 32' 30"	101.04	101.995	351.27
25	118° 24' 10"	116.94	116.94	103.58
26	73° 55' 10"	44.76	45.115	103.58
27	54° 11' 25"	83.735	84.1	259.71
28	89° 54' 05"	91.435	-	-
29	82° 20' 25"	32.91	33.04	106.92
30	11° 48' 35"	20.115	-	-
31	100° 48'	54.015	-	-

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	STATE
SSM 60964	353.181243	6.309.965.633	B	2	FROM SCINS	FOUND
SSM 64072	353.222.029	6.310.208.087	B	2	FROM SCINS	FOUND
SSM 74127	353.652.349	6.310.501.882	B	2	FROM SCINS	FOUND
SSM 74127	353.719.513	6.310.655.001	B	2	FROM SCINS	FOUND
SSM 159937	352.938.523	6.309.908.948	B	2	TRAVERSE	FOUND
SSM 190715	353.205.301	6.310.290.646	D	4	TRAVERSE	PLACED
SSM 190716	353.199.522	6.310.223.483	D	4	TRAVERSE	PLACED
SSM 190717	353.547.576	6.310.534.378	D	4	TRAVERSE	FOUND

MARK	ADD VALUE	CLASS	ORDER	HEIGHT DATUM	VALIDATION	STATE
SSM 60964	29.757	B	2	FROM SCINS - DATUM VALIDATION	FOUND	
SSM 64072	18.307	B	2	FROM SCINS - DATUM VALIDATION	FOUND	
SSM 74127	34.901	B	2	SCINS ADOPED	FOUND	
SSM 74127	40.516	B	2	FROM SCINS - DATUM VALIDATION	PLACED	
SSM 190715	12.675	D	4		PLACED	
SSM 190716	14.42	D	4		PLACED	
SSM 190717	24.28	D	4		FOUND	

NO.	BEARING	CHORD	ARC	RADIUS
1	36° 37' 20"	51.265	-	-
2	89° 32' 50"	81.4	-	-
3	43° 42' 50"	10.915	-	-
4	63° 26' 25"	92.035	96.880	95
5	92° 22' 55"	14.665	14.671	352.345
6	39° 25' 30"	25.61	-	-
7	169° 11' 20"	91.955	98.78	183.35
8	159° 19' 20"	23.485	24.79	219
9	118° 48' 05"	148.965	149.77	79.665
10	93° 39' 10"	38.645	40.555	31.905
11	179° 49' 55"	30.32	50.84	15.235
12	76° 40' 30"	22.16	23.645	19.08
13	4° 39' 10"	39.865	-	-
14	171° 48' 10"	47.015	47.56	90.34
15	109° 29' 50"	59.56	60.69	90.695
16	164° 57' 30"	39.055	40.525	43.175
17	168° 16' 30"	62.49	67.46	50.75
18	236° 43' 55"	61.64	62.325	106.92
19	98° 40' 25"	28.19	-	-
20	8° 36' 25"	4.032	-	-
21	134° 47' 25"	149.78	50.45	89.34
22	89° 53' 35"	21.225	-	-
23	5° 42' 50"	13.995	17.43	17.65
24	166° 32' 30"	101.04	101.995	351.27
25	118° 24' 10"	116.94	116.94	103.58
26	73° 55' 10"	44.76	45.115	103.58
27	54° 11' 25"	83.735	84.1	259.71
28	89° 54' 05"	91.435	-	-
29	82° 20' 25"	32.91	33.04	106.92
30	11° 48' 35"	20.115	-	-
31	100° 48'	54.015	-	-

CLAUSE 69 OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017

FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 74127	SSM 74127	+5.643	TRIGONOMETRIC HEIGHTING
SSM 74127	SSM 60964	-10.789	TRIGONOMETRIC HEIGHTING
SSM 60964	SSM 64072	-11.577	TRIGONOMETRIC HEIGHTING
SSM 64072	SSM 74127	-16.653	TRIGONOMETRIC HEIGHTING
SSM 74127	SSM 190717	-10.521	TRIGONOMETRIC HEIGHTING
SSM 190717	SSM 190715	-11.705	TRIGONOMETRIC HEIGHTING
SSM 190715	SSM 190716	+1.75	TRIGONOMETRIC HEIGHTING
SSM 190716	SSM 64072	+3.873	TRIGONOMETRIC HEIGHTING

PLAN HEADING: CENTRAL COAST  
 Locality: BERKELEY VALE & GLENNING VALLEY  
 Reduction Ratio: 1:4000  
 Lengths are in metres

REGISTERED 31.3.2020

DP1256522

CLAUSE 71 OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017

DATE OF SCINS COORDINATES: 14-08-2019 HEIGHT DATUM: AHD 71

DATE OF SCINS COORDINATES: 14-08-2019 COMBINED SCALE FACTOR: 0.999856

PLAN OF SUBDIVISION OF LOT 2 IN DP1243703 AND LOT 151 IN DP1256521

SURVEYOR: MATTHEW DAVID LONDON  
 Date: 20TH NOVEMBER 2019  
 Reference: EXEMPTION POLICY 4\*

SCHEDULE OF REFERENCE MARKS

No	BEARING	DISTANCE	DESCRIPTION	ORIGIN
RM1	9°00'35"	0.455	GLP FD.	DP205919
RM2	9°00'35"	0.455	GLP FD.	DP205919
RM3	9°00'35"	0.455	GLP FD.	DP205919
RM4	9°01'50"	9.45	R.H. GOND. D.H.&W. FD.	DP117821
RM5	136°13'50"	0.605	GLP FD.	DP1256521
RM6	61°10'50"	14.675	GLP FD.	DP219848
RM7	11°10'30"	7.525	R.H.S.S.M.159937 FD.	DP1143167
RM8	188°35'	0.7	GLP FD.	DP863466
RM9	196°20'50"	6.655	GLP FD.	DP1143167
RM10	191°15'50"	0.815	GLP FD.	DP1143167
RM11	188°35'25"	1	GLP FD.	DP863466
RM12	330°43'	8.24	GLP FD.	DP1256521
RM13	34.0°28'	12.29	GLP FD.	DP1256521
RM14	239°15'	4.985	GLP FD.	DP1256521

(E) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1256521)  
 (EE) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1256521)  
 (L) LAND EXCLUDES MINERAL S. - (SEE CROWN GRANTS)  
 (X) RESTRICTION ON THE USE OF LAND (DP905181)  
 (DP806733), (DP1100181)  
 (W) COVENANT (B676791)

SCHEDULE OF SHORT & CURVED BOUNDARIES

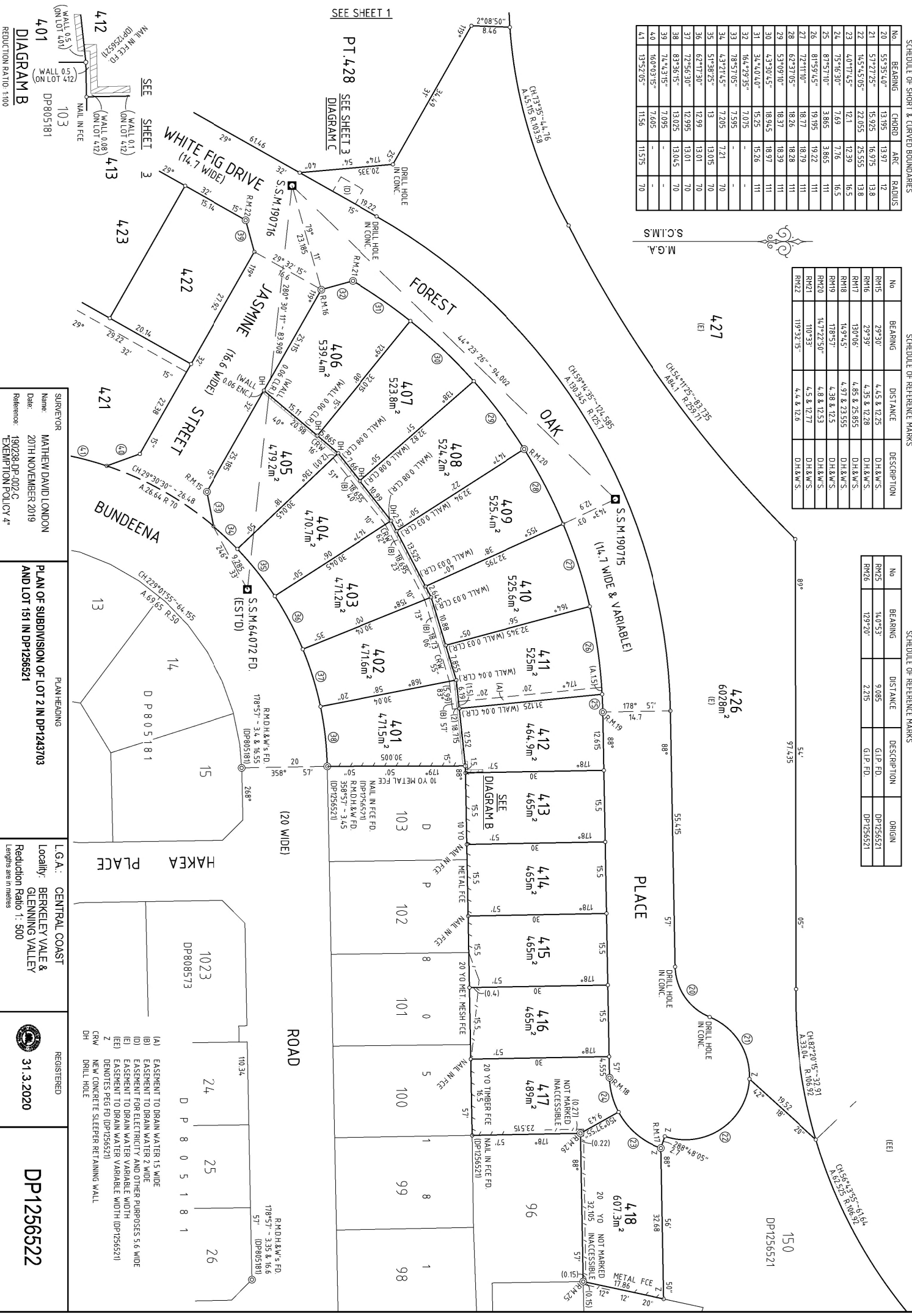
No.	BEARING	CHORD	ARC	RADIUS
20	S5°35'40"	13.95	13.97	12
21	S7°27'25"	15.925	16.915	13.8
22	S4°5'45.05"	22.055	25.555	16.5
23	S4°07'45"	12.1	12.39	16.5
24	S15°16'30"	7.69	7.16	16.5
25	S7°57'10"	3.865	3.865	11
26	S1°59'45"	19.95	19.22	11
27	S12°11'00"	18.27	18.79	11
28	S2°37'05"	18.26	18.28	11
29	S5°09'10"	18.37	18.39	11
30	S4°30'45"	18.945	18.97	11
31	S4°40'40"	15.25	15.26	11
32	S64°29'35"	7.075	-	-
33	S18°57'05"	7.595	-	-
34	S3°21'45"	7.205	7.21	70
35	S1°38'25"	13	13.015	70
36	S2°17'30"	12.99	13.01	70
37	S12°56'30"	12.95	13.01	70
38	S8°36'15"	13.025	13.045	70
39	S14°43'15"	7.095	-	-
40	S60°03'15"	7.605	-	-
41	S3°52'05"	11.56	11.575	70

SCHEDULE OF REFERENCE MARKS

No	BEARING	DISTANCE	DESCRIPTION	ORIGIN
RM15	29°30'	4.45 & 12.25	D.H.&W.S.	DP1256521
RM16	29°39'	4.35 & 12.28	D.H.&W.S.	DP1256521
RM17	130°06'	4.85 & 25.895	D.H.&W.S.	DP1256521
RM18	16°9'45"	4.97 & 23.555	D.H.&W.S.	DP1256521
RM19	178°57'	4.38 & 12.5	D.H.&W.S.	DP1256521
RM20	147°22'50"	4.8 & 12.53	D.H.&W.S.	DP1256521
RM21	110°33'	4.5 & 12.77	D.H.&W.S.	DP1256521
RM22	119°32'15"	4.4 & 12.6	D.H.&W.S.	DP1256521

SCHEDULE OF REFERENCE MARKS

No	BEARING	DISTANCE	DESCRIPTION	ORIGIN
RM25	140°53'	9.085	G.I.P. FD.	DP1256521
RM26	129°20'	2.215	G.I.P. FD.	DP1256521



**SURVEYOR**  
 Name: MATTHEW DAVID LONDON  
 Date: 20TH NOVEMBER 2019  
 Reference: 190228R.DP.002.C  
 EXEMPTION POLICY 4\*

**PLAN HEADING**  
 PLAN OF SUBDIVISION OF LOT 2 IN DP1243703  
 AND LOT 151 IN DP1256521

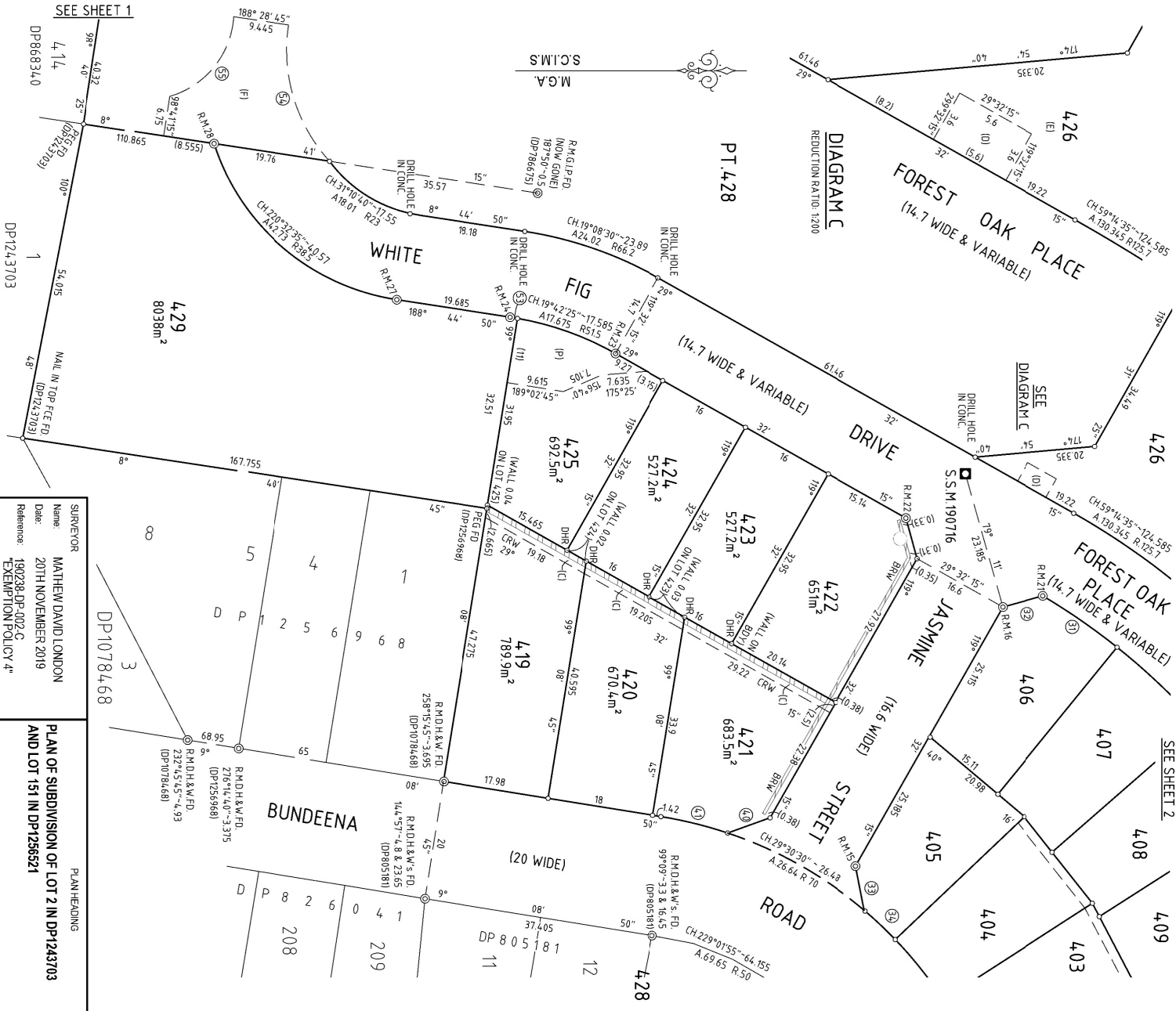
**L.G.A.**: CENTRAL COAST  
 Locality: BERKELEY VALE & GLENNING VALLEY  
 Reduction Ratio: 1:500  
 Lengths are in metres

REGISTERED  
 31.3.2020

DP1256522

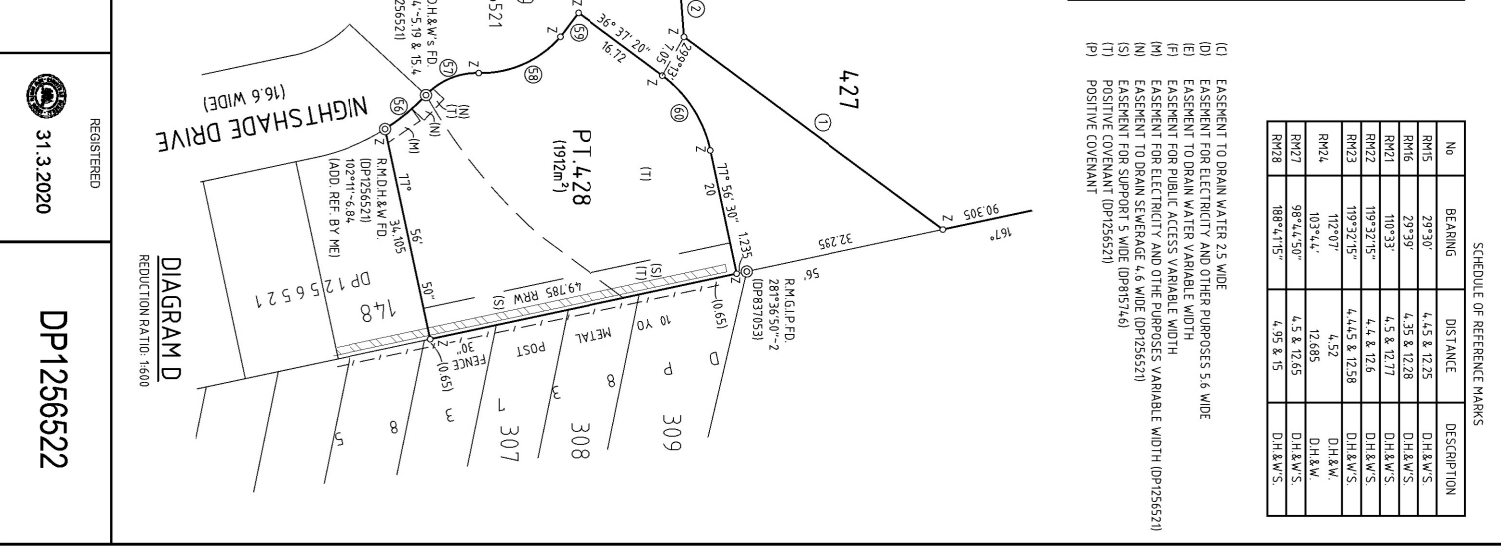
- (A) EASEMENT TO DRAIN WATER 15 WIDE
- (B) EASEMENT TO DRAIN WATER 2 WIDE
- (D) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.6 WIDE
- (E) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (EE) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1256521)
- Z DENOTES PEG FD (DP1256521)
- CRW NEW CONCRETE SLEEPER RETAINING WALL
- DH DRILL HOLE

DP808573 1023 24 25 26  
 D P 8 0 5 1 8 1



**SCHEDULE OF SHORT & CURVED BOUNDARIES**

No.	BEARING	CHORD	ARC	RADIUS
1	36°37'20"	51265	-	-
2	85°32'50"	814	-	-
3	34°40'40"	1525	15.26	111
32	164°29'35"	7395	-	-
33	78°57'05"	7395	-	-
34	43°14'45"	7205	1721	70
36	62°11'30"	1299	13.01	70
37	72°56'30"	1299	13.01	70
38	83°36'15"	13025	130.65	70
39	74°43'15"	7395	-	-
40	160°03'15"	7205	-	-
41	135°20'05"	1156	11575	70
53	189°18'40"	1095	1015	515
54	233°21'15"	24025	24.835	28
55	128°35'50"	17225	18.35	15
56	320°12'	8415	8.44	33.3
57	157°13'	9045	9.325	11
58	153°57'25"	15355	15.345	16.5
59	126°37'20"	3625	-	-
60	57°16'55"	14.11	14.425	20



**SCHEDULE OF REFERENCE MARKS**

No	BEARING	DISTANCE	DESCRIPTION
RM15	29°30'	4.45 & 12.25	D.H.&W.S.
RM16	29°30'	4.35 & 12.28	D.H.&W.S.
RM21	110°33'	4.5 & 12.77	D.H.&W.S.
RM22	119°32'15"	4.4 & 12.6	D.H.&W.S.
RM23	119°32'15"	4.45 & 12.58	D.H.&W.S.
RM24	112°07'	4.52	D.H.&W.
RM27	98°44'50"	4.5 & 12.65	D.H.&W.
RM28	188°41'15"	4.95 & 15	D.H.&W.S.

**PLAN HEADING**

**SURVEYOR**  
 Name: MATTHEW DAVID LONDON  
 Date: 20TH NOVEMBER 2019  
 Reference: EXAMINATION POLICY 4<sup>th</sup>


**PLAN OF SUBDIVISION OF LOT 2 IN DP1243703 AND LOT 151 IN DP1256521**

**L.G.A.:** CENTRAL COAST  
**Locality:** BERKELEY VALE & GLENNING VALLEY  
 Reduction Ratio: 1:500  
 Lengths are in metres



**REGISTERED**  
 31.3.2020

**DP1256522**

PLAN FORM 6 (2019)	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	SHEET 1 OF 5 SHEET(S)
--------------------	--	-----------------------

Office Use Only Registered:  31.3.2020  Title System: <b>TORRENS</b>	Office Use Only  <h1 style="margin: 0;">DP1256522</h1>
--	--

<b>PLAN OF SUBDIVISION OF LOT 2 IN D.P.1243703 AND LOT 151 IN D.P.1256521</b>	LGA: CENTRAL COAST Locality: BERKELEY VALE & GLENNING VALLEY Parish: TUGGERAH County: NORTHUMBERLAND
---	---

<p style="text-align: center;">Survey Certificate</p> I, <b>MATHEW DAVID LONDON</b> of <b>ADW JOHNSON PTY LIMITED</b> 7/335 HILLSBOROUGH ROAD, WARNERS BAY, NSW 2282 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 <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on <b>20TH NOVEMBER 2019</b> , or <del>*(b) The part of the land shown in the plan (*being/*excluding**</del> <del>.....)</del> <del>—was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on....., the part not surveyed was compiled in accordance with that Regulation, or</del> *(c) The land shown in this plan was compiled in accordance with the <del><i>Surveying and Spatial Information Regulation 2017</i></del> Datum Line:..... 'A' - 'B' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous.  Signature:  Dated: <b>3/12/2019</b> Surveyor Identification No: <b>9089</b> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>  *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.  Signature:..... Date:..... File Number:..... Office:.....  <p style="text-align: center;">Subdivision Certificate</p> I, <b>ROSS PETERSON</b> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 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: <b>CENTRAL COAST COUNCIL</b> Date of endorsement: <b>17-3-2020</b> Subdivision Certificate number: <b>97-2019</b> File number: <b>DA-1438-2015-C</b> *Strike through if inapplicable.
---	--

Plans used in the preparation of survey / compilation.  DP201848 DP863466 DP205919 DP1078468 DP206343 DP1100181 DP259648 DP1103943 DP262214 DP1112621 DP500951 DP1129690 DP529988 DP1143167 DP542039 DP1190690 DP576097 DP1243703 DP611383 DP1256521 DP786675 DP805181	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.  IT IS INTENDED TO DEDICATE JASMINE STREET, WHITE FIG DRIVE AND FOREST OAK PLACE TO THE PUBLIC AS PUBLIC ROAD.  <p style="text-align: center; font-size: small;">If space insufficient continue on PLAN FORM 6A</p>
---	--

Surveyor's Reference: <b>190238-DP-002-C "EXEMPTION POLICY 4"</b>	Signatures, Seals and Section 88B Statements should appear on <b>PLAN FORM 6A</b>
---	---

PLAN FORM 6A (2017)

**DEPOSITED PLAN ADMINISTRATION SHEET**

SHEET 2 OF 5 SHEET(S)

Registered:



31.3.2020

Office Use Only

Office Use Only

**DP1256522**

**PLAN OF SUBDIVISION OF LOT 2 IN D.P.1243703  
 AND LOT 151 IN D.P.1256521**

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate Number: ... 97-2019 ...

Date of Endorsement: ... 17-3-2020 ...

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

(A) CREATE:-

1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.6 WIDE (D)
2. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
3. EASEMENT TO DRAIN WATER 2 WIDE (B)
4. EASEMENT TO DRAIN WATER 2.5 WIDE (C)
5. EASEMENT TO DRAIN WATER VARIABLE WIDTH (E)
6. EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (F)
7. POSITIVE COVENANT
8. RESTRICTION ON THE USE OF LAND

(B) RELEASE:-

1. RIGHT OF ACCESS 4 METRE(S) WIDE (DP1243703)
2. EASEMENT FOR SERVICES 2 METRE(S) WIDE (DP1243703)
3. EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE (DP1129690) (PARTIAL RELEASE)
4. EASEMENT TO DRAIN WATER 3 METRE(S) WIDE (DP1129690) (PARTIAL RELEASE)
5. EASEMENT FOR SERVICES OVER EXISTING LINE OF CONDUITS (DP1078468)

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
401	51	BUNDEENA	ROAD	BERKELEY VALE
402	53	BUNDEENA	ROAD	BERKELEY VALE
403	55	BUNDEENA	ROAD	BERKELEY VALE
404	57	BUNDEENA	ROAD	BERKELEY VALE
405	1	JASMINE	STREET	BERKELEY VALE
406	2	FOREST OAK	PLACE	BERKELEY VALE
407	4	FOREST OAK	PLACE	BERKELEY VALE
408	6	FOREST OAK	PLACE	BERKELEY VALE
409	8	FOREST OAK	PLACE	BERKELEY VALE
410	10	FOREST OAK	PLACE	BERKELEY VALE
411	12	FOREST OAK	PLACE	BERKELEY VALE
412	14	FOREST OAK	PLACE	BERKELEY VALE
413	16	FOREST OAK	PLACE	BERKELEY VALE
414	18	FOREST OAK	PLACE	BERKELEY VALE
415	20	FOREST OAK	PLACE	BERKELEY VALE

If space insufficient use additional annexure sheet

Surveyor's Reference: 190238-DP-002-C  
 "EXEMPTION POLICY 4"

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 3 OF 5 SHEET(S)

Registered:  31.3.2020 Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 2 IN D.P.1243703 AND LOT 151 IN D.P.1256521

DP1256522

Subdivision Certificate Number: ..... 97-2019 .....  
 Date of Endorsement: ..... 17-3-2020 .....

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
  - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
  - Signatures and seals- see 195D Conveyancing Act 1919
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

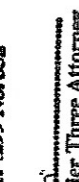
CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
416	22	FOREST OAK	PLACE	BERKELEY VALE
417	24	FOREST OAK	PLACE	BERKELEY VALE
418	26	FOREST OAK	PLACE	BERKELEY VALE
419	65	BUNDEENA	ROAD	BERKELEY VALE
420	63	BUNDEENA	ROAD	BERKELEY VALE
421	2	JASMINE	STREET	BERKELEY VALE
422	1	WHITE FIG	DRIVE	BERKELEY VALE
423	3	WHITE FIG	DRIVE	BERKELEY VALE
424	5	WHITE FIG	DRIVE	BERKELEY VALE
425	7	WHITE FIG	DRIVE	BERKELEY VALE
426	1	FOREST OAK	PLACE	BERKELEY VALE
427	N/A	N/A	N/A	BERKELEY VALE
428	N/A	N/A	N/A	BERKELEY VALE
429	9	WHITE FIG	DRIVE	BERKELEY VALE

WENNING VALLEY

Executed by Westpac Banking Corporation

Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee

SIGNED by DENIS DUNDONOVIC attorney for Westpac Banking Corporation under power of attorney Book 4299 No. 332

  
 (Signature) Tier Three Attorney

By Executing this Instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.

I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence.

Signature of witness H. Vignjank  
 Name of witness KOSTA VLENKOVIC  
 Address of witness Level 3, 275 Kent St Sydney NSW 2000

SI17RP Act requires that you must have known the signatory for more than 12 months or have sighted indentifying documentation.

If space insufficient use additional annexure sheet

Surveyor's Reference: 190238-DP-002-C  
 "EXEMPTION POLICY 4"

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET SHEET 4 OF 5 SHEET(S)

Registered:  31.3.2020 Office Use Only


Office Use Only  
**DP1256522**

PLAN OF SUBDIVISION OF LOT 2 IN D.P.1243703  
AND LOT 151 IN D.P.1256521

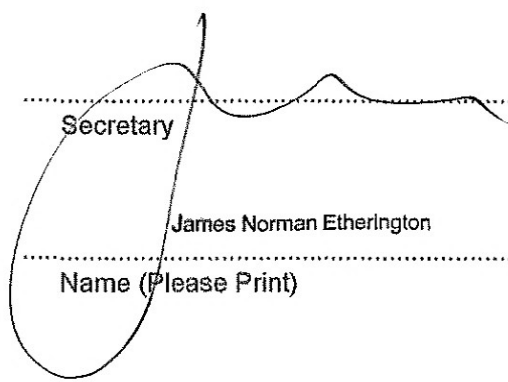
This sheet is for the provision of the following information as required:  
• A schedule of lots and addresses - See 60(c) SSI Regulation 2017  
• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919  
• Signatures and seals- see 195D Conveyancing Act 1919  
• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate Number: .....  
Date of Endorsement: .....

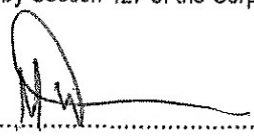
Executed by RPG Glenning Valley Pty Ltd )  
ACN 607 693 621 by authorised persons whose )  
signatures appear below pursuant to the authority )  
conferred by Section 127 of the Corporations Act 2001 )

  
.....  
Director

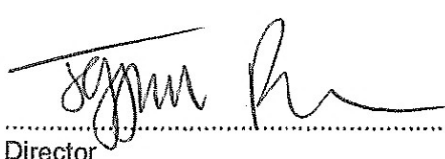
Thomas Iilly  
.....  
Name (Please Print)

  
.....  
Secretary  
James Norman Etherington  
.....  
Name (Please Print)

Executed by Tuta Products Wellington Point Pty Ltd )  
ACN 115 172 122 by authorised persons whose )  
signatures appear below pursuant to the authority )  
conferred by Section 127 of the Corporations Act 2001 )


  
.....  
Director

Malcolm & Rose  
.....  
Name (Please Print)

  
.....  
Director  
JEFFERSON ROSE  
.....  
Name (Please Print)

If space insufficient use additional annexure sheet


PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET SHEET 5 OF 5 SHEET(S)

<b>Registered:</b>  31.3.2020	Office Use Only	Office Use Only
<b>PLAN OF SUBDIVISION OF LOT 2 IN D.P.1243703 AND LOT 151 IN D.P.1256521</b>		<b>DP1256522</b>
Subdivision Certificate Number: ..... 97 - 2019 .....		<b>This sheet is for the provision of the following information as required:</b> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
Date of Endorsement: ..... 17 - 3 - 2020 .....		

**Certified correct for the purposes of the Real Property Act 1900 by the Transferee's / Lessee's / Prescribed Authority's [strike out those not applicable] attorneys who signed this dealing pursuant to the power of attorney specified.**  
Signed, sealed and delivered for  
ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044  
ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023  
ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032  
ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078  
Blue Asset Partner Pty Ltd ACN 615 217 493  
  
**on behalf of Alpha Distribution Ministerial Holding Corporation pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015**

by its attorneys under power of attorney registered book 4734 no.366

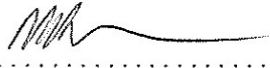
at

sign here  .....

Attorney

**TREVOR MARK ARMSTRONG**

print name .....

sign here  .....

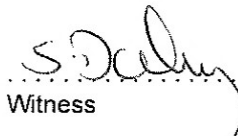
Attorney

**MICHAEL BRADBURN**

print name .....

I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's[strike out those not applicable] attorney signed this dealing in my presence. [See note\*below]


I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's[strike out those not applicable] attorney signed this dealing in my presence. [See note\*below]

sign here  .....

Witness

**Sharon Lee Daley**

print name .....

sign here  .....

Witness

**KYLA MAREE STAHL**

print name .....

print address ..... 24 Campbell Street Sydney .....

print address ..... 24 Campbell Street, Sydney .....

\*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

If space insufficient use additional annexure sheet

ePlan

**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)

Plan: **DP1256522**

Plan of Subdivision of Lot 2 in D.P.1243703 and Lot 151 in D.P.1256521 covered by Subdivision Certificate No. Dated.

SC/97-2019 17-3-2020

Full Name and Address of  
The Owner of the land:

Tuta Products Wellington Point Pty. Limited  
ACN 115 172 122  
PO BOX 649  
NORTH SYDNEY, NSW 2059

RPG Glenning Valley Pty. Limited  
ACN 607 693 621  
PO BOX 649  
NORTH SYDNEY, NSW 2059

Full Name and Address of  
The Mortgagee of the land:

Westpac Banking Corporation  
ACN 007 457 141  
275 King Street  
SYDNEY NSW 2000

Tuta Products Wellington Point Pty. Limited  
ACN 115 172 122  
PO BOX 649  
NORTH SYDNEY, NSW 2059

RPG Glenning Valley Pty. Limited  
ACN 607 693 621  
PO BOX 649  
NORTH SYDNEY, NSW 2059

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Electricity and Other Purposes 5.6 Wide (D)	426	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
2	Easement to Drain Water 1.5 wide (A)	411	401 to 405 inclusive

ePlan

**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)

Plan: **DP1256522**

Plan of Subdivision of Lot 2 in D.P.1243703 and Lot 151 in D.P.1256521 covered by Subdivision Certificate No. Dated.

*SC/97-2019 17-3-2020*

3	Easement to Drain Water 2 wide (B)	401 402 403 404	402 to 405 inclusive 403 to 405 inclusive 404 & 405 405
4	Easement to Drain Water 2.5 wide (C)	419  420  421	1/1256968 to 8/1256968 inclusive  419 & 1/1256968 to 8/1256968 inclusive  419, 420 & 1/1256968 to 8/1256968 inclusive
5	Easement to Drain Water Variable Width (E)	426 and 427	Central Coast Council
6	Easement for Public Access variable width (F)	428	Central Coast Council
7	Positive Covenant	Part of 425 as designated (P) on the Plan	Central Coast Council
8	Restriction on the Use of Land	Each Lot except 426, 427, 428 & 429	Every Other Lot except 426, 427, 428 & 429

**PART 1A (Release)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Access 4 metre(s) wide (DP1243703)	151/ <del>1256522</del> <b>1256521</b>	2/1243703
2	Easement for Services 2 metres(s) wide (DP1243703)	151/ <del>1256522</del> <b>1256521</b>	2/1243703

**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)

Plan: **DP1256522**

Plan of Subdivision of Lot 2 in D.P.1243703  
and Lot 151 in D.P.1256521 covered by  
Subdivision Certificate No. Dated.

SC/97-2019 17-3-2020

3	Easement to Drain Water 2.5 metre(s) wide (DP1129690) (Partial Release)	2/1129690, 3/1129690	Part of 151/1256521 as regards Lot 401 to 426 incl. and 428
4	Easement to Drain Water 3 metre(s) wide (DP1129690) (Partial Release)	3/1129690, 5/1129690, 2/1190690, 3/1190690, 62/1138274	Part of 151/1256521 as regards Lot 401 to 426 incl. and 428
5	Easement for Services over Existing Line of Conduits (DP1078468)	1/1078468	2/1243703

**Part 2 Terms**

**1. Terms of Easement for Electricity and Other Purposes referred to and numbered 1 in the plan.**

An easement is created on the terms and conditions set out in memorandum registered number AK980903. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

**2. Terms of Easement to Drain Water referred to and numbered 2, 3 and 4 in the plan.**

An Easement to drain water in terms set out in Part 3 of Schedule 8 of the Conveyancing Act, 1919 (as amended) is created.

**3. Terms of Easement to Drain Water referred to and numbered 5 in the plan.**

An Easement to drain water in terms set out in Part 3 of Schedule 4A of the Conveyancing Act, 1919 (as amended) is created.

**4. Terms of Easement for Public Access referred to and numbered 6 in the plan.**

The right for members of the public to pass and repass with or without vehicles and upon the burdened land for recreational purposes subject to such reasonable terms and conditions regulating such use as may be imposed from time to time by The Central Coast Council.

**5. Terms of Positive Covenant numbered 7 in the plan.**

The owner(s) of the burdened lot must at all times manage the part of the burdened lot denoted (P) on the plan as an inner protection area (IPA) as outlined within Section 4.1.3 and Appendix 5 of 'Planning for Bushfire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones' as well as shown in the Bushfire Protection

S:\190238\Surveying\Documents\88B\190238-88B-002-C-1.doc

**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)

Plan: **DP1256522**

Plan of Subdivision of Lot 2 in D.P.1243703  
and Lot 151 in D.P.1256521 covered by  
Subdivision Certificate No. Dated.

SC/97-2019 17-3-2020

Assessment prepared by Australian Bushfire Protection Planners Pty Limited dated 6/9/2017  
Revision E.

**6. Terms of Restriction on the use of land numbered 8 in the plan.**

For so long as Tuta Products Wellington Point Pty Ltd & RPG Glenning Valley Pty Ltd remains the registered proprietor of any benefited Lot:

- 6.1 No prefabricated carport or prefabricated or metal clad garage or any other garage or carport shall be constructed or be permitted to remain on any lot burdened unless it is of similar design, standard and finish to the dwelling created on the lot.
- 6.2 No garage, carport, garden shed or other detached outbuilding or structure shall be constructed on any lot burdened prior to the construction of a dwelling on the lot.
- 6.3 No Commercial Vehicle or Bus shall be regularly parked on any lot burdened unless it is wholly contained within a garage incorporated as part of the dwelling on the lot or a garage or carport built in a manner which is not in breach of clause 5 and 6.

For the purpose of the restrictions in this clause:

"Commercial Vehicle" means any motor vehicle which is constructed principally for the conveyancing of goods or merchandise or for the conveyance of any kind of materials used in any trade, business or industry, or for use in any work whatsoever.

"Bus" means any motor vehicle fitted or equipped or constructed so as to seat more than 8 adult persons and in respect of which payment is received for the conveyance of any passengers along a public street.

- 6.4 No fence shall be erected on any lot burdened unless it is erected without expense to TUTA PRODUCTS WELLINGTON POINT PTY LTD & RPG GLENNING VALLEY PTY LTD.
- 6.5 No fence shall be erected on any lot burdened to divide it from any adjoining land owned by TUTA PRODUCTS WELLINGTON POINT PTY LTD & RPG GLENNING VALLEY PTY LTD without its consent but such consent shall not be withheld if such fence is erected without expense to TUTA PRODUCTS WELLINGTON POINT PTY LTD & RPG GLENNING VALLEY PTY LTD. This restriction shall remain in force only during such time as



ePlan

**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)

Plan: **DP1256522**

Plan of Subdivision of Lot 2 in D.P.1243703  
and Lot 151 in D.P.1256521 covered by  
Subdivision Certificate No. Dated.

SC/97-2019 17-3-2020

TUTA PRODUCTS WELLINGTON POINT PTY LTD & RPG GLENNING VALLEY PTY LTD is the Registered Proprietor of that adjoining land.

- 6.6 No boundary fencing shall be constructed unless constructed of Gramline profile and of colorbond construction and "Woodland Grey" or "Grey Ridge" or "Slate Grey" or similar in colour or a type of masonry, all to be of a height of not greater than 1.8 metres.
- 6.7 No dwelling shall be occupied or permitted to remain on a burdened lot unless within 3 months from the first day of occupation of such building a driveway is constructed between the garage and the street, all side and rear boundaries are fenced, a letter box is installed and the remaining area between the dwelling and the front boundary is landscaped with a substantial quantity of shrubs and trees and good quality turf.
- 6.8 No air conditioning plant and/or equipment shall be installed or permitted to remain on any lot burdened unless such plant and/or equipment is not visible from any public road and/or place.
- 6.9 No structure of a temporary character or nature which is intended for habitation, including but without generality thereof, any basement, tent, shack, garage, trailer, camper or caravan, shall be erected or permitted to remain on any lot burdened.
- 6.10 No advertising hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of TUTA PRODUCTS WELLINGTON POINT PTY LTD & RPG GLENNING VALLEY PTY LTD. Such consent shall not be withheld should no more than one (1) sign be displayed solely for the purposes of advertising the sale of the relevant lot and is painted and/or decorated in its entirety by a professional signwriter.
- 6.11 No retaining walls are to be constructed or be permitted to remain upon a burdened lot that is visible from a public road and/or public area unless it is of masonry construction and of similar appearance to the existing retaining walls throughout the subdivision at the time of registration of this plan and has been approved by TUTA PRODUCTS WELLINGTON POINT PTY LTD & RPG GLENNING VALLEY PTY LTD while TUTA PRODUCTS WELLINGTON POINT PTY LTD & RPG GLENNING VALLEY PTY LTD is the Registered Proprietor of any lot within the subdivision.
- 6.12 No television aerial and/or satellite dish is to be erected upon any burdened lot unless it is not visible from the public road adjacent to the burdened lot.



ePlan

**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 6 of 10 Sheets)

Plan: **DP1256522**

Plan of Subdivision of Lot 2 in D.P.1243703  
and Lot 151 in D.P.1256521 covered by  
Subdivision Certificate No. Dated.

SC/97-2019 17-3-2020

6.13 No boat and/or caravan is to be regularly parked and/or stored on the public road and/or verge of the public road adjacent to a burdened lot.

**NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENT, RESTRICTIONS OR POSITIVE COVENANTS NUMBERED 1 IN THE PLAN**

Alpha Distribution Ministerial Holding Corporation

**NAME OF PERSON OR AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE, VARY OR MODIFY THE EASEMENT, RESTRICTIONS OR POSITIVE COVENANTS NUMBERED 2, 3 AND 4 IN THE PLAN**

Central Coast Council

**NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENT, RESTRICTIONS OR POSITIVE COVENANTS NUMBERED 5, 6 AND 7 IN THE PLAN**

Central Coast Council

**NAME OF THE COMPANY EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTIONS NUMBERED 8 IN THE ABOVE MENTIONED PLAN IS TUTA PRODUCTS WELLINGTON POINT PTY LTD & RPG GLENNING VALLEY PTY LTD UNTIL IT IS NO LONGER THE REGISTERED PROPRIETOR OF ANY LAND BENEFITED BY THIS RESTRICTION.**



**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)

Plan: **DP1256522**

Plan of Subdivision of Lot 2 in D.P.1243703 and Lot 151 in D.P.1256521 covered by Subdivision Certificate No. Dated.

SC/97-2019 17-3-2020

**Council:**

Executed for and on behalf of **Central Coast Council** by its authorised delegate pursuant to s.377 Local Government Act 1993.

*RPeters*

(signature of delegate)

**ROSS PETERSON**

(name of delegate)

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

*P. Anderson*

(signature of witness)

**PETER ANDERSON**

(name of witness)

*Senior Development Design Engineer*

(Position of witness)

**2 HELY STREET**

**WYONG, NSW 2259**

(address of witness)



**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 8 of 10 Sheets)

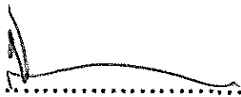
Plan: **DP1256522**

Plan of Subdivision of Lot 2 in D.P.1243703 and Lot 151 in D.P.1256521 covered by Subdivision Certificate No. Dated.

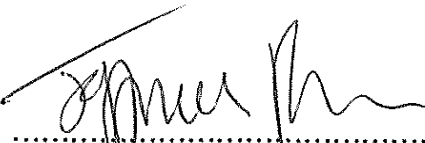
Executed by **Tuta Products Wellington Point Pty. Limited**

(ACN 115 172 122)

in accordance with Section 127 of the Corporation Act 2001 by:

  
.....

Signature of Director

  
.....

Signature of Director

**MALCOLM R. ROSE**  
.....

Name of Director

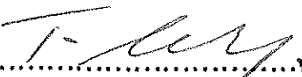
**JEFFERSON ROSE**  
.....

Name of Director

Executed by **RPG Glenning Valley Pty. Limited**

(ACN 607 693 621)

in accordance with Section 127 of the Corporation Act 2001 by:

  
.....

Signature of Director

  
.....

Signature of Secretary

**Thomas IH**  
.....

Name of Director

**James Norman Etherington**  
.....

Name of Secretary

**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)

Plan: **DP1256522**

Plan of Subdivision of Lot 2 in D.P.1243703  
and Lot 151 in D.P.1256521 covered by  
Subdivision Certificate No. Dated.

SC/97/2019 17-3-2020

Executed by Westpac Banking Corporation:

Certified correct for the purposes of the  
Real Property Act 1900 by the Mortgagee

SIGNED by DENIS DUVDOVIC  
attorney for Westpac Banking Corporation  
under power of attorney Book 4299 No. 332

[Signature]  
(Signature) Tier Three Attorney

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

I certify that I am an eligible witness and that the  
attorney whose signature appears above signed  
this instrument in my presence.

Signature of witness [Signature]

Name of witness KOSIA VLENOPOLSKA

Address of witness: **Level 3, 275 Kent St  
Sydney NSW 2000**

S117RP Act requires that you must have known  
the signatory for more than 12 months or have  
sighted indentifying documentation.

*P*

**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 <sup>10</sup> of <sup>10</sup> Sheets)

**Plan: DP1256522** Plan of Subdivision of Lot 2 in D.P.1243703 and Lot 151 in D.P.1256521 covered by Subdivision Certificate No. Dated. *56/97-2019 17-3-2020*

Certified correct for the purposes of the Real Property Act 1900 by the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys who signed this dealing pursuant to the power of attorney specified.

Signed, sealed and delivered for  
ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044  
ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023  
ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032  
ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078  
Blue Asset Partner Pty Ltd ACN 615 217 493

**on behalf of Alpha Distribution Ministerial Holding Corporation pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015**

by its attorneys under power of attorney registered book 4734 no. 366

at 07.01.2020

*Trevor Mark Armstrong*  
.....  
Attorney

TREVOR MARK ARMSTRONG  
.....  
Print name

I certify that I am an eligible witness and that the Transferee's/Lessee's/ Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note\* below]

*S. Daley*  
.....  
Witness

Sharon Lee Daley  
.....  
Print name

24 Campbell Street Sydney  
.....  
Print address

*Michael Bradburn*  
.....  
Attorney

MICHAEL BRADBURN  
.....  
Print name

I certify that I am an eligible witness and that the Transferee's/Lessee's/ Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note\* below]

*Kyla Maree Stahl*  
.....  
Witness

KYLA MAREE STAHL  
.....  
Print name

24 Campbell Street, Sydney  
.....  
Print address

\*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.







PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

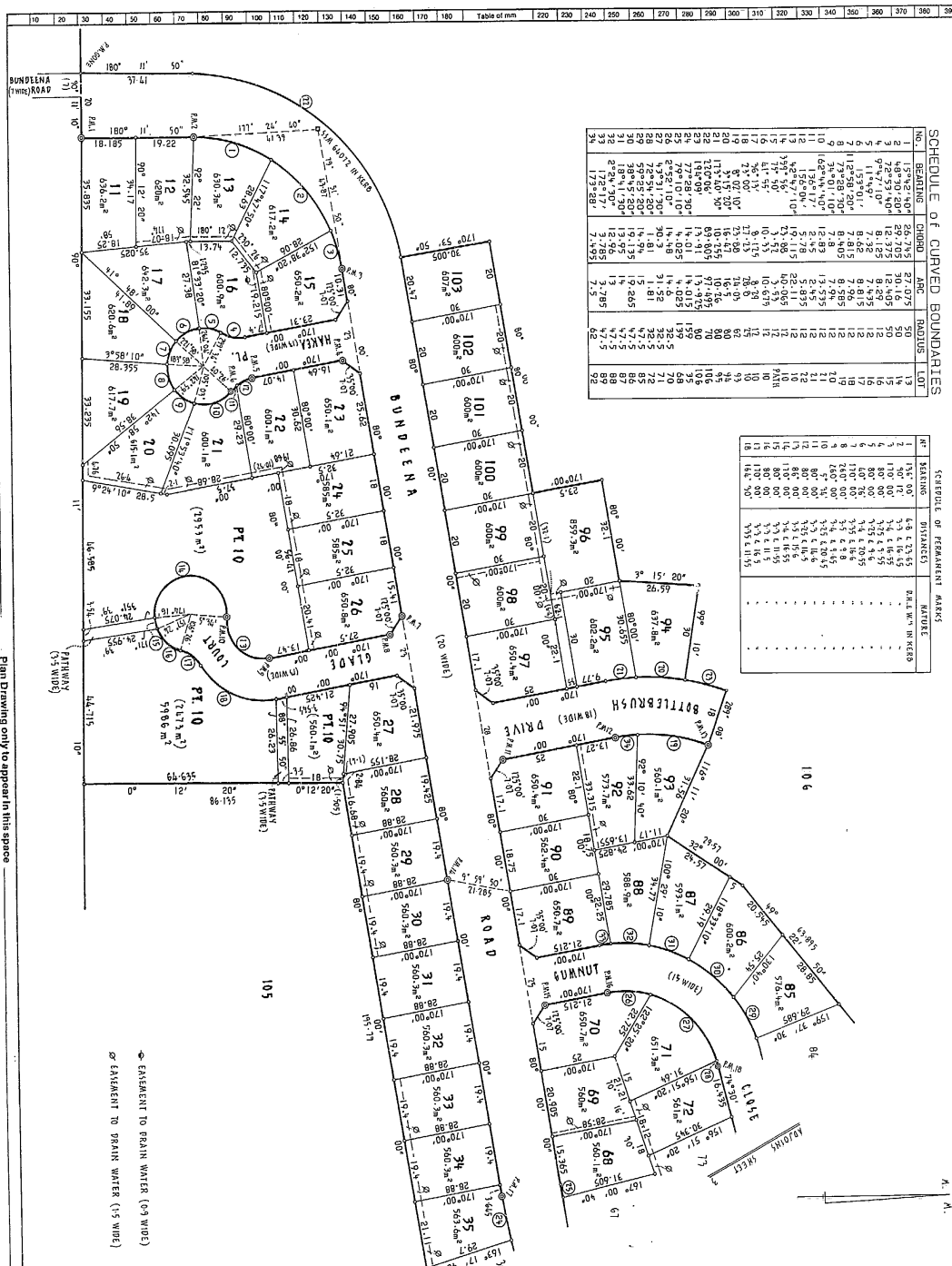
OFFICE USE ONLY

**SCHEDULE OF CURVED BOUNDARIES**

NO.	BEARING	DURSB	ARC	RADIUS	LOT
1	48° 30' 00"	20.7705	50.16	50	14
2	72° 53' 40"	12.7725	12.4055	50	15
3	11° 49' 01"	7.342	7.4475	12	16
4	125° 59' 01"	8.452	9.815	12	17
5	73° 28' 30"	6.405	6.595	12	18
6	34° 01' 10"	7.8	7.945	12	19
7	152° 36' 17"	2.445	2.445	12	20
8	152° 36' 17"	2.445	2.445	12	21
9	152° 36' 17"	2.445	2.445	12	22
10	152° 36' 17"	2.445	2.445	12	23
11	152° 36' 17"	2.445	2.445	12	24
12	152° 36' 17"	2.445	2.445	12	25
13	152° 36' 17"	2.445	2.445	12	26
14	152° 36' 17"	2.445	2.445	12	27
15	152° 36' 17"	2.445	2.445	12	28
16	152° 36' 17"	2.445	2.445	12	29
17	152° 36' 17"	2.445	2.445	12	30
18	152° 36' 17"	2.445	2.445	12	31
19	152° 36' 17"	2.445	2.445	12	32
20	152° 36' 17"	2.445	2.445	12	33
21	152° 36' 17"	2.445	2.445	12	34
22	152° 36' 17"	2.445	2.445	12	35
23	152° 36' 17"	2.445	2.445	12	36
24	152° 36' 17"	2.445	2.445	12	37
25	152° 36' 17"	2.445	2.445	12	38
26	152° 36' 17"	2.445	2.445	12	39
27	152° 36' 17"	2.445	2.445	12	40
28	152° 36' 17"	2.445	2.445	12	41
29	152° 36' 17"	2.445	2.445	12	42
30	152° 36' 17"	2.445	2.445	12	43
31	152° 36' 17"	2.445	2.445	12	44
32	152° 36' 17"	2.445	2.445	12	45
33	152° 36' 17"	2.445	2.445	12	46

**SCHEDULE OF REMAINT MARKS**

NO.	BEARING	DURSB	ARC	RADIUS	LOT
1	152° 36' 17"	2.445	2.445	12	14
2	152° 36' 17"	2.445	2.445	12	15
3	152° 36' 17"	2.445	2.445	12	16
4	152° 36' 17"	2.445	2.445	12	17
5	152° 36' 17"	2.445	2.445	12	18
6	152° 36' 17"	2.445	2.445	12	19
7	152° 36' 17"	2.445	2.445	12	20
8	152° 36' 17"	2.445	2.445	12	21
9	152° 36' 17"	2.445	2.445	12	22
10	152° 36' 17"	2.445	2.445	12	23
11	152° 36' 17"	2.445	2.445	12	24
12	152° 36' 17"	2.445	2.445	12	25
13	152° 36' 17"	2.445	2.445	12	26
14	152° 36' 17"	2.445	2.445	12	27
15	152° 36' 17"	2.445	2.445	12	28
16	152° 36' 17"	2.445	2.445	12	29
17	152° 36' 17"	2.445	2.445	12	30
18	152° 36' 17"	2.445	2.445	12	31
19	152° 36' 17"	2.445	2.445	12	32
20	152° 36' 17"	2.445	2.445	12	33
21	152° 36' 17"	2.445	2.445	12	34
22	152° 36' 17"	2.445	2.445	12	35
23	152° 36' 17"	2.445	2.445	12	36
24	152° 36' 17"	2.445	2.445	12	37
25	152° 36' 17"	2.445	2.445	12	38
26	152° 36' 17"	2.445	2.445	12	39
27	152° 36' 17"	2.445	2.445	12	40
28	152° 36' 17"	2.445	2.445	12	41
29	152° 36' 17"	2.445	2.445	12	42
30	152° 36' 17"	2.445	2.445	12	43
31	152° 36' 17"	2.445	2.445	12	44
32	152° 36' 17"	2.445	2.445	12	45
33	152° 36' 17"	2.445	2.445	12	46



Plan Drawing only to appear in this space

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

4th October, 1990

REGISTERED: 27/9/1990

DP 805181

Office Use Only

REGISTERED: 27/9/1990

DP 805181

Office Use Only

REGISTERED: 27/9/1990

DP 805181

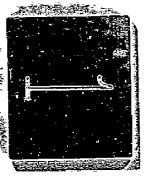
Office Use Only

REGISTERED: 27/9/1990

DP 805181

Office Use Only





INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USES INTENDED TO BE  
 CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in Metres

Sheet 1 of 6 Sheets

Plan: DP 805181

Subdivision of Lot 4 in Deposited Plan  
 206343, Lot 4 in Deposited Plan 618898 and  
 Lots 3 and 4 in Deposited Plan 529998  
 covered by Council Clerk's Certificate No.  
 4991 dated 17.8.1990

PART 1

Full name and address of  
 Proprietor of land:

OMNINGTON PTY. LTD  
 33 PITT STREET,  
 SYDNEY NSW 2000

1. Identity of Easement  
 firstly referred to in  
 above-mentioned plan.

EASEMENT TO DRAIN WATER 0.9 WIDE

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

11, 12, 13, 14 and 15

2. Identity of Easement  
 secondly referred to in  
 above-mentioned plan.

RIGHT OF CARRIAGEWAY 2 WIDE

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

80  
 81

Lots Benefitted

81  
 80

3. Identity of Easement  
 thirdly referred to in  
 above-mentioned plan.

EASEMENT FOR SERVICES 2 WIDE

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

80  
 81

Lots Benefitted

81  
 80

*[Handwritten signatures and initials]*

REGISTERED 21.9.1990

REGIS 21.9.1990

10	20	30	40	50	60	70	Table of mm	110	120	130	140
----	----	----	----	----	----	----	-------------	-----	-----	-----	-----

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USES INTENDED TO BE  
 CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in Metres

Sheet 2 of 6 Sheets

Plan: DP 805181

Subdivision of Lot 4 in Deposited Plan  
 206343, Lot 4 in Deposited Plan 618898 and  
 Lots 3 and 4 in Deposited Plan 529998  
 covered by Council Clerk's Certificate No.  
 4991 dated 17.8.1990

PART 1

4. Identity of Easement  
 fourthly referred to in  
 above-mentioned plan.

EASEMENT TO DRAIN WATER 1.5 WIDE

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

10  
 12  
 13  
 14  
 15  
 20  
 21  
 22  
 24  
 25  
 26  
 28  
 29  
 30  
 33  
 34  
 35  
 36  
 37  
 38  
 39  
 40  
 43  
 44  
 45  
 48  
 49  
 57  
 58  
 69  
 72  
 73  
 74  
 75  
 76  
 77  
 81  
 82  
 92  
 95  
 96  
 98  
 99  
 100  
 101  
 102  
 106

Lots Benefitted

27, 28, 29, 30 and 31  
 11  
 11 and 12  
 11, 12 and 13  
 11, 12, 13 and 14  
 19  
 19 and 20  
 19, 20 and 21  
 19, 20, 21 and 22  
 19, 20, 21, 22 and 24  
 19, 20, 21, 22, 24 and 25  
 27, 29, 30 and 31  
 31  
 32  
 32 and 33  
 32, 33 and 34  
 32, 33, 34 and 35  
 38, 39, 40 and 41  
 39, 40 and 41  
 40 and 41  
 41  
 42  
 42 and 43  
 106  
 49 and 50  
 50  
 104  
 57 and 104  
 71, 72, 73, 74, 75, 76, 77 and 78  
 71, 73, 74, 75, 76, 77 and 78  
 74, 75, 76, 77 and 78  
 75, 76, 77 and 78  
 76, 77 and 78  
 77 and 78  
 80  
 80 and 81  
 88  
 94  
 94 and 95  
 94, 95, 96, 99, 100, 101, 102 and 103  
 100, 101, 102 and 103  
 101, 102 and 103  
 102 and 103  
 103  
 45

*[Handwritten signatures and initials]*

REGISTERED 21.9.1990

REGISTERED 21.9.1990

This negative is a photograph made as a permanent  
 record of a document in the custody of the  
 Registrar General this day 4th October, 1990



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT 1919.

Lengths are in Metres

Sheet 3 of 6 Sheets

Plan: DP 206313 1  
 Subdivision of Lot 4 in Deposited Plan 206313 and lot 4 in Deposited Plan 618884 and Lots 3 and 4 in Deposited Plan 529988 covered by Council Clerk's Certificate No. dated

PART I

5. Identity of Restriction fifthly referred to in above mentioned plan.  
 RESTRICTION AS TO USER

Lots Burdened  
 Each lot  
 Lots Benefitted  
 Every other lot

6. Identity of Restriction sixthly referred to in above mentioned plan.  
 RESTRICTION AS TO USER

Lots Burdened  
 Each lot except lots 104, 105, 106, 107 and 108  
 Lots Benefitted  
 Every other lot except lots 104, 105, 106, 107 and 108

*Matthew*  
*Abel*  
*Paul*

REGISTERED 27/9/1990

REGISTERED 27/9/1990

10	20	30	40	50	60	70	Table of mm	110	120	130	140
----	----	----	----	----	----	----	-------------	-----	-----	-----	-----



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT 1919.

Lengths are in Metres

Sheet 4 of 6 Sheets

Plan: DP 206313 1  
 Subdivision of Lot 4 in Deposited Plan 206313 and lot 4 in Deposited Plan 618884 and Lots 3 and 4 in Deposited Plan 529988 covered by Council Clerk's Certificate No. dated

PART II

1. Terms of Easement firstly and fourthly referred to in above mentioned plan.  
 Easement to Drain Water as set out in Part III of Schedule VIII of the Conveyancing Act 1919 (as amended).

The body having the right to release, vary or modify this restriction is The Council of the Shire of Wyong.

2. Terms of Right of Carriageway secondly referred to in above mentioned plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, to go, pass and repass at all times and for all purposes with or without animals or vehicles or both to and from the said dominant tenement or any such part thereof.

The body having the right to release vary or modify the above Easement is The Council of the Shire of Wyong.

3. Terms of Easement thirdly referred to in above mentioned plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein benefited or any part thereof with which the right shall be capable of enjoyment and every person authorised by him to make, lay out, construct, install, carry, maintain and use through, over and under the land hereby burdened all drains, pipes, conduits, wires or other equipment and materials necessary to provide and carry all or any of water, gas, electricity, telephone and/or other domestic services to and from the land hereby benefited PROVIDED THAT the said drains, pipes, conduits, wires and/or other equipment and materials shall be placed in such position so as to cause as little interference as possible to the land hereby burdened TOGETHER WITH the right for the Registered Proprietor of the land hereby benefited and every person authorised by him with any tools, implements or machinery necessary for the purpose to enter upon the land hereby burdened and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing maintaining or renewing such equipment or any part thereof to such extent as may be necessary PROVIDED THAT the said Registered Proprietor and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the land hereby burdened and/or free access to the land hereby benefited and will restore without delay that surface as nearly as practicable to its original condition.

*Matthew*  
*Abel*  
*Paul*

REGISTERED 27/9/1990

REGISTERED 27/9/1990

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 4th October, 1990





INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE  
 CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.  
 Lengths are in Metres  
 Sheet 5 of 6 Sheets

Plan: **DEPOSIT 1**  
 Subdivision of Lot 4 in Deposited Plan  
 206343 and Lot 4 in Deposited Plan 518894  
 and Lots 3 and 4 in Deposited Plan 529988  
 covered by Council Clerk's Certificate No.  
 dated

**PART II**

5. Terms of Restriction as to User fifthly referred to in above-mentioned plan.  
 No fence shall be erected on each lot burdened to divide it from any adjoining  
 land owned by Oamington Pty. Ltd., without the consent of Oamington Pty. Ltd., but  
 such consent shall not be withheld if such fence is erected without expense to  
 Oamington Pty. Ltd., provided that this restriction shall remain in force only  
 during such time as Oamington Pty. Ltd., is the Registered Proprietor of any land  
 in the plan or any land immediately adjoining the land in the plan whichever is  
 the later.  
 The body which is empowered to and has the right to release vary or modify this  
 restriction without the consent or concurrence of any Registered Proprietor of any  
 lot in the plan is Oamington Pty. Ltd.

6. Terms of Restriction as to User sixthly referred to in above-mentioned plan.
- No building shall be erected on the land burdened with external walls or wall of  
 materials other than brick stone concrete glass timber or fibre cement or any  
 combination of the same PROVIDED that timber or fibre cement shall not be used in  
 external walls except as infill panels in conjunction with all or any of the other  
 materials in this clause referred to and the proportions of timber and/or fibre  
 cement so used in relation to the total external wall area shall not exceed  
 twenty-five (25) percent thereof PROVIDED that nothing in this covenant contained  
 shall preclude or prohibit a building having an inner framework of its external  
 walls constructed of timber or other materials with an external brick face or  
 veneer.
  - The expression "the land" where herein used shall be deemed to refer separately  
 and severally to each lot hereby burdened and each and every part thereof.
  - No main building shall be erected on each lot burdened having a roof of corrugated  
 tin, iron or fibre cement and any building having a roof of aluminium or steel  
 decking of any nature shall be of non-reflective material.
  - No paling fences shall be erected and any close boarded fence shall be of a lapped  
 and capped nature and shall be oiled, stained or painted.
  - Any release variation or modification of these restrictions shall be made and done  
 in all respects at the cost of the person or persons requesting the same.  
 The body which is empowered to and has the right to release vary or modify these  
 restrictions without the consent or concurrence of any Registered Proprietor of  
 any lot in the plan is Oamington Pty. Limited for such period as it is the  
 Registered Proprietor of any land in the plan or for the period of two years from  
 the date of registration of the plan whichever is the later.

REGISTERED 27-9-1990

REGISTERED 27-9-1990

*McNamee*  
*Wade*  
*McNamee*

10	20	30	40	50	60	70	Table of mm	110	120	130	140
----	----	----	----	----	----	----	-------------	-----	-----	-----	-----

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE  
 CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.  
 Lengths are in Metres  
 Sheet 6 of 6 Sheets

Plan: **DEPOSIT 1**  
 Subdivision of Lot 4 in Deposited Plan  
 206343 and Lot 4 in Deposited Plan 518894  
 and Lots 3 and 4 in Deposited Plan 529988  
 covered by Council Clerk's Certificate No.  
 dated

**PART II**

THE COMMON SEAL OF OAMINGTON PTY LIMITED  
 was hereunto affixed by resolution  
 of the Directors in the presence of:  
 Secretary *Wade*  
 Director *McNamee*



EXECUTED BY NATIONAL MUTUAL ROYAL BANK  
 LIMITED by its Attorney-at-Law, *McNamee*  
 per *Wade* who declare that  
 they are the attesting witnesses  
 under the seal of the Bank in  
 witness whereof I have signed  
 and affixed my name and the  
 seal of the Bank to this  
 instrument in the presence of  
 the attesting witnesses  
 at Sydney on the 27th day of  
 September 1990.  
*Wade*  
 Attorney-at-Law  
*McNamee*  
 Director

REGISTERED 27-9-1990

REGISTERED 27-9-1990

*Wade*  
 SHIRAZ JEWELL CLERK

This negative is a photograph made as a permanent  
 record of a document in the custody of the  
 Registrar General this day, 4th October, 1990





INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONDUVANCING ACT, 1919.

Lengths are in Metres  
Sheet 1 of 3 Sheets

Plan: DP006733  
Subdivision of Lot 106 in Deposited Plan 805181 covered by Council Clerk's Certificate No. S015 dated 3-10-1990

PART I

Full name and address of Proprietor of Land:  
DAMINGTON PTY. LIMITED  
33 Pitt Street  
SYDNEY N.S.W. 2000

1. Identity of Restriction  
Firstly referred to in above-mentioned plan.  
RESTRICTION AS TO USER

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened  
Each lot

2. Identity of Restriction  
secondly referred to in above-mentioned plan.  
RESTRICTION AS TO USER

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened  
Each lot except lot 200

PART II

1. Terms of Restriction as to User firstly referred to in above-mentioned plan.

No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Damington Pty. Limited without the consent of Damington Pty. Limited but such consent shall not be withheld if such fence is erected without expense to Damington Pty. Limited provided that this restriction shall remain in force only during such time as Damington Pty. Limited is the Registered Proprietor of any land in the plan or any land immediately adjoining the land in the plan whichever is the later.

The body which is empowered to and has the right to release vary or modify this restriction without the consent or concurrence of any Registered Proprietor of any lot in the plan is Damington Pty. Limited.

REGISTERED 75 28.11.1990

*M.A. Mann*  
*add*

10	20	30	40	50	60	70	Table of mm	110	120	130	140
----	----	----	----	----	----	----	-------------	-----	-----	-----	-----

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONDUVANCING ACT, 1919.

Lengths are in Metres  
Sheet 2 of 3 Sheets

Plan: DP006733  
Subdivision of Lot 106 in Deposited Plan 805181 covered by Council Clerk's Certificate No. S015 dated 3-10-1990

PART II

2. Terms of Restriction as to User secondly referred to in above-mentioned plan.

a) No building shall be erected on the land burdened with external walls or wall of materials other than brick stone concrete grass timber or fibre cement or any combination of the same PROVIDED that timber or fibre cement shall not be used in external walls except as infill panels in conjunction with masonry or other materials in this clause referred to and the proportions of timber and/or fibre cement so used in relation to the total external wall area shall not exceed twenty-five (25) percent thereof PROVIDED that nothing in this covenant contained shall preclude or prohibit a building having an inner framework of its external walls constructed of timber or other materials with an external brick face or veneer.

b) The expression "the land" where herein used shall be deemed to refer separately and severally to each lot hereby burdened and each and every part thereof.

c) No main building shall be erected on each lot burdened having a roof of corrugated tin, iron, or fibre cement and any building having a roof of aluminium or steel decking of any nature shall be of non-reflective material.

d) No paling fences shall be erected and any close boarded fence shall be of a lapped and capped nature and shall be oiled, stained or painted.

e) Any release variation or modification of these restrictions shall be made and done in all respects at the cost of the person or persons requesting the same.

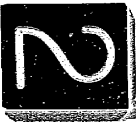
The body which is empowered to and has the right to release vary or modify these restrictions without the consent or concurrence of any Registered Proprietor of any lot in the plan is Damington Pty. Limited for such period as it is the Registered Proprietor of any land in the plan or for the period of two years from the date of registration of the plan whichever is the later.

REGISTERED 75 28.11.1990

*M.A. Mann*  
*add*

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 29th November, 1990





INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USES INTENDED TO BE  
CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT, 1989.

Lengths are in Metres

Sheet 3 of 3 Sheets

Plan: DP 0806733

Subdivision of Lot 106 in Deposited Plan  
803191 covered by Council Clerk's  
Certificate No. S015 dated 1-10-1990

PART II

THE COMMON SEAL OF OAMINGTON PTY. LIMITED  
was hereunto affixed by resolution of the  
Directors in the presence of:

*Bob Mills*  
Secretary



*[Signature]*  
Director

THE COMMON SEAL OF NATIONAL  
MUTUAL ROYAL BANK LIMITED was  
hereunto affixed by resolution  
of the Directors in the presence of:

.....  
Secretary

.....  
Director

EXECUTED BY NATIONAL MUTUAL ROYAL BANK  
LIMITED BY ITS AUTHORIZED OFFICERS, MANAGERS  
and..... who declare that  
they hold the Office in the Bank indicated  
under the Signature of the Power of Attorney  
dated 27 September 1988, a certified copy of  
which is filed at the Land Titles Office in  
Book 3790 No. 683, under which the Instrument  
is executed, and in the presence of:  
*[Signature]*  
*Ken Robert Grant*  
.....  
*[Signature]*  
.....  
*[Signature]*  
.....  
MANAGER CERTIFICATE \*  
MCCORMICK

*[Signature]* 5/10/90  
Share Clerk

REGISTERED 75 20.11.1990

10	20	30	40	50	60	70	Table of mm	110	120	130	140
----	----	----	----	----	----	----	-------------	-----	-----	-----	-----

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day, 29th November, 1990





**INSTRUMENT SETTING OUT TERMS OF RESTRICTIONS ON THE USE OF LAND  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING  
ACT, 1919.**

Lengths are in Metres

4  
Sheet 1 of 4 sheets

**DP1100181**

Subdivision of Lot 3000 in Deposited  
Plan 815746 covered by ~~Council's~~  
Certificate No. 67-2006  
dated 18-5-2006

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

TUTA PRODUCTS WELLINGTON POINT PTY  
LIMITED, ACN 113 172122  
ARMINELLA PTY LIMITED, ACN 072404427  
CMF PROPERTIES PTY LIMITED, ACN 101162225  
SILKDEAN PTY LIMITED, ACN 081521996  
C/- Level 3,  
7 Bridge Street,

**PART 1**

1. Identity of Restriction  
firstly referred to in  
abovementioned plan.

**RESTRICTION ON THE USE OF LAND**

**Schedule of Lots, etc Affected**

**Lots Burdened**  
2

**Lots Benefited**  
Wyong Shire Council

**INSTRUMENT SETTING OUT TERMS OF RESTRICTIONS ON THE USE OF LAND  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING  
ACT, 1919.**

Lengths are in Metres

4  
Sheet 2 of 2 sheets

**Plan:**

Subdivision of Lot 3000 in Deposited  
Plan 815746 covered by Council's  
Certificate No. 67-2006  
dated 18-5-2006

**DP1100181**

**PART 2**

1. Terms of Restriction on the Use of Land firstly referred to in abovementioned plan.

No development will be permitted on the lot hereby burdened unless it is subject to the provision of Wyong Local Environmental Plan 1991 or the relevant Environmental Planning Instrument in force at the time.

**INSTRUMENT SETTING OUT TERMS OF RESTRICTIONS ON THE USE OF LAND  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING  
ACT, 1919.**

Lengths are in Metres

4  
Sheet 3 of 3 sheets

Plan:

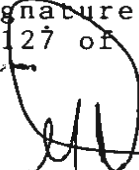
Subdivision of Lot 3000 in Deposited  
Plan 815746 covered by Council's  
Certificate No. 67-2006  
dated 18-5-2006

**DP1100181**

**PART 2**

~~THE COMMON SEAL of TUTA  
PRODUCTS WELLINGTON POINT  
PTY LIMITED was hereunto affixed  
by resolution of the Directors in the  
presence of:~~

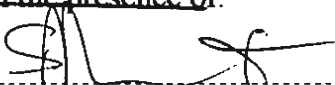
Executed on behalf of Tuta Products Wellington  
Point Pty Limited by the authorised person  
whose signature appears below pursuant to  
Section 127 of the Corporations Law.

  
-----  
Malcolm Rose ~~Sub Director~~ /secretary

-----  
Secretary

~~THE COMMON SEAL of  
ARMINELLA PTY LIMITED was  
hereunto affixed by resolution of the  
Directors in the presence of:~~

Executed on behalf of Arminella Pty Limited  
by the authorised person whose signature  
appears below pursuant to Section 127 of the  
Corporations Law.



-----  
SOLE DIRECTOR AND Secretary  
Stephen Ainsworth

-----  
Director

~~THE COMMON SEAL of CMF  
PROPERTIES PTY LIMITED was  
hereunto affixed by resolution of the  
Directors in the presence of:~~

Executed on behalf of CMF Properties Pty  
Limited by the authorised person whose  
signature appears below pursuant to Section  
127 of the Corporations Law



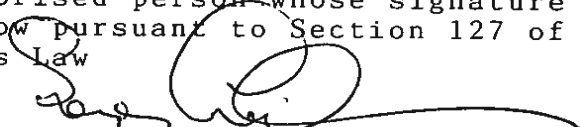
-----  
Director Secretary  
Derry Bernard Hill

-----  
Geoff Reed

-----  
Director


~~THE COMMON SEAL of  
SILKDEAN PTY LIMITED was  
hereunto affixed by resolution of the  
Directors in the presence of:~~

Executed on behalf of Silkdean Pty Limited  
by the authorised person whose signature  
appears below pursuant to Section 127 of the  
Corporations Law



-----  
Sonja Svetlana Lyneham Director  
sole /secretary

-----  
Secretary

  
WYONG SHIRE COUNCIL  
AUTHORIZED PERSON

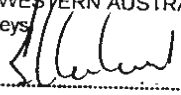
**REGISTERED**  19-7-2006

DP1100181

Sheet 4 of 4 Sheets.


EXECUTED by BANK OF WESTERN AUSTRALIA LTD ABN 22 050 494 454 by its duly constituted attorneys under power of attorney Book 4305 No. 959 dated 10th April 2001 who has no notice of revocation of such power of attorney in the presence of:

) BANK OF WESTERN AUSTRALIA LTD  
) by its attorneys

)   
) Signature

) Name BRADLEY THORNHILL  
) Title RELATIONSHIP MANAGER

)   
) Signature

  
.....  
An officer of the Bank

Witness name (please print) KEN OWENS

) Name Ken Owens  
) Title RELATIONSHIP MANAGER

Dobell Conveyancing Pty Ltd  
PO Box 3398  
TUGGERAH NSW 2259

## SECTION 10.7(2) PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

<b>Fee Paid:</b>	\$53.00
<b>Receipt No:</b>	17504983
<b>Receipt Date:</b>	30 August 2022
<b>Property Address:</b>	14 Forest Oak Place, BERKELEY VALE NSW 2261
<b>Property Description:</b>	Lot 412 DP 1256522
<b>Property Owner:</b>	Miss K A Gorham
<b>Certificate No:</b>	51911
<b>Reference No:</b>	D8047:218979
<b>Date of Issue:</b>	30-Aug-2022

The information contained within this certificate relates to the land.



**Wyong Office:** 2 Hely St / PO Box 20 Wyong NSW 2259

P 1300 463 954 | E [ask@centralcoast.nsw.gov.au](mailto:ask@centralcoast.nsw.gov.au) | W [centralcoast.nsw.gov.au](http://centralcoast.nsw.gov.au) | ABN 73 149 644 003

**ADVICE PROVIDED PURSUANT TO S.10.7(2) OF THE ENVIRONMENTAL  
PLANNING AND ASSESSMENT ACT 1979**

<b>1</b>	<b>RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS</b>
----------	--

**(1) Environmental Planning Instruments which apply to the land**

Central Coast Local Environmental Plan 2022

Environment Planning Policy (Exempt and Complying Development Codes) 2008  
State Environment Planning Policy (Building Sustainability Index: BASIX) 2004  
State Environment Planning Policy No. 65 – Design Quality of Residential Apartment Development  
State Environment Planning Policy (Primary Production) 2021  
State Environment Planning Policy (Transport and Infrastructure) 2021  
State Environment Planning Policy (Biodiversity and Conservation) 2021  
State Environment Planning Policy (Resilience and Hazards) 2021  
State Environment Planning Policy (Industry and State Employment) 2021  
State Environment Planning Policy (Resources and Energy) 2021  
State Environment Planning Policy (Planning Systems) 2021  
State Environmental Planning Policy (Housing) 2021

**(2) Proposed Environmental Planning Instruments which will apply to the land and is or has been the subject of community consultation or public exhibition**

Proposed State Environmental Planning Policy (Exempt & Complying Development Codes) 2008  
Proposed State Environmental Planning Policy (Regional Infrastructure Contributions)  
Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021  
Proposed State Environmental Planning Policy (Primary Production) 2021  
Proposed State Environment Planning Policy (Building Sustainability Index: BASIX) 2004  
Standard Instrument (Local Environmental Plans) Order 2006

**(3) Development Control Plans applying to the land**

Central Coast Development Control Plan 2022 applies to this land.

<b>2</b>	<b>ZONING AND LAND USE UNDER RELEVANT LOCAL ENVIRONMENTAL PLANS</b>
----------	---

**(a) Identity of the Zone**

Lot 412 DP 1256522

R2 Low Density Residential

For each of the environmental planning instruments referred to in clause 1, please refer to the attached land use table to determine (b), (c) and (d) listed below:

- (b) development that may be carried out within the zone without the need for development consent,
- (c) development which may not be carried out within the zone except with development consent and
- (d) development which is prohibited within the zone
- (e) **Development Standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house**

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house on the land. However there are minimum lot sizes applying to the subdivision of land, and in some zones the entitlement to erect a dwelling-house, or carry out other types of residential development, is linked to that minimum lot size.

- (f) **Land includes or comprises critical habitat**  
No
- (g) **Land is in a conservation area**  
No
- (h) **Item of environmental heritage is situated on the land**  
None

<b>2A</b>	<b>ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006</b>
-----------	--

Not applicable to Central Coast Local Government Area

<b>3</b>	<b>COMPLYING DEVELOPMENT</b>
----------	------------------------------

**Whether or not the land is land on which complying development can be carried out under each of the codes for complying development because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*?**

GENERAL HOUSING CODE

Complying development under the Housing Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.19 or 1.17A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

does not apply.

- b The land is affected by specific land conditions:
  - This land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Coastal Management) 2018* applies.

#### RURAL HOUSING CODE

Complying development under the Rural Housing Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.19 or 1.17A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

#### LOW RISE HOUSING DIVERSITY CODE

Complying development under the Low Rise Housing Diversity Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.19 or 1.17A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

#### GREENFIELD HOUSING CODE

Greenfield Housing Code **is not** applicable to this land.

#### HOUSING ALTERATIONS CODE

Complying development under the Housing Alterations Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.19 or 1.17A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

- b The land is affected by specific land conditions:
  - This land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Coastal Management) 2018* applies.

#### GENERAL DEVELOPMENT CODE

Complying development under the General Development Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.19 or 1.17A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

- b The land is affected by specific land conditions:
  - This land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Coastal Management) 2018* applies.

#### COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development under the Commercial and Industrial Alterations Code **may not** be

carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.19 or 1.17A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

- b The land is affected by specific land conditions:
  - This land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Coastal Management) 2018* applies.

#### COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

Complying development under the Commercial and Industrial (New Buildings and Additions) Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.19 or 1.17A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

#### CONTAINER RECYCLING FACILITIES CODE

Complying development under the Container Recycling Facilities Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.19 or 1.17A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

- b The land is affected by specific land conditions:
  - This land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Coastal Management) 2018* applies.

#### SUBDIVISIONS CODE

Complying development under the Subdivisions Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.19 or 1.17A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

- b The land is affected by specific land conditions:
  - This land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Coastal Management) 2018* applies.

#### DEMOLITION CODE

Complying development under the Demolition Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.19 or 1.17A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

- b The land is affected by specific land conditions:
  - This land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Coastal Management) 2018* applies.

## FIRE SAFETY CODE

Complying development under the Fire Safety Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.19 or 1.17A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

- b The land is affected by specific land conditions:
  - This land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Coastal Management) 2018* applies.

<b>4, 4A</b>	<b>(Repealed)</b>
--------------	-------------------

<b>4B</b>	<b>ANNUAL CHARGES FOR COASTAL PROTECTION SERVICES UNDER LOCAL GOVERNMENT ACT 1993</b>
-----------	---

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works.

<b>5</b>	<b>MINE SUBSIDENCE</b>
----------	------------------------

The land **IS NOT WITHIN** a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

<b>6</b>	<b>ROAD WIDENING AND ROAD ALIGNMENT</b>
----------	---

(a) DIVISION 2 OF PART 3 OF THE *ROADS ACT 1993*

The land is not affected by road realignment or road widening under the above.

(b) ENVIRONMENTAL PLANNING INSTRUMENT

The land is not affected by road widening or road re-alignment under the above.

(c) COUNCIL RESOLUTIONS

The land is not affected by road widening or road re-alignment under the above.

<b>7</b>	<b>COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES TO RESTRICT DEVELOPMENT DUE TO RISK</b>
----------	--

This land **is** affected by a policy adopted by the council or other public authority that restricts the development of the land because of the likelihood of risk restrictions. This land **is** affected because:

The land is classed as being Acid Sulfate Soil Class 5

---

<b>7A</b>	<b>FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION</b>
-----------	---

- (1) The land or part of the land **is not** within the flood planning area and **is not** subject to flood related development controls.
- (2) The land or part of the land **is not** between the flood planning area and the probable maximum flood and **is not** subject to flood related development controls.
- (3) A word or expression used in this clause has the same meaning as in the standard instrument set out in the *Standard Instrument (Local Environmental Plans) Order 2006*.

In this clause—

- flood planning area has the same meaning as in the Floodplain Development Manual.
- Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.
- probable maximum flood has the same meaning as in the Floodplain Development Manual.

<b>8</b>	<b>LAND RESERVED FOR ACQUISITION</b>
----------	--------------------------------------

The following environmental planning instruments and proposed environmental planning instruments make provisions for the acquisition of the land by a public authority as referred to in Section 3.15 of the Act:

Nil

<b>9</b>	<b>CONTRIBUTION PLANS</b>
----------	---------------------------

The land is subject to Southern Lakes District Development Contributions Plan.

This land is subject to the Central Coast Regional Section 7.12 Development Contributions Plan 2019

This land is subject to Shire wide Infrastructure, Services and Facilities Development Contributions Plan.

<b>9A</b>	<b>BIODIVERSITY CERTIFIED LAND</b>
-----------	------------------------------------

The land **is not** biodiversity certified land within the meaning of Part 8 of the *Biodiversity Conservation Act, 2016*.

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

<b>10</b>	<b>BIODIVERSITY STEWARDSHIP SITES</b>
-----------	---------------------------------------

Council **has not** been notified by the Director-General of the Department of Planning, Industry and Environment that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act, 2016*.

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

<b>10A</b>	<b>NATIVE VEGETATION CLEARING SET ASIDES</b>
------------	--

Council **has not** been notified by the Director-General of the Department of Planning, Industry and Environment that the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013* and the land is **not** registered as a set aside area in the public register under that section.

<b>11</b>	<b>BUSH FIRE PRONE LAND</b>
-----------	-----------------------------

The information currently available to Council indicates that **all** of the land is bush fire prone land (as defined in the Act).

<b>12</b>	<b>PROPERTY VEGETATION PLAN</b>
-----------	---------------------------------

Council **has not** been notified by Local Land Services – Greater Sydney that the land is subject to a property vegetation plan approved under Part 4 of the *Native Vegetation Act 2003*.

<b>13</b>	<b>ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006</b>
-----------	--

Council has not been notified of an Order issued under the *Trees (Disputes between Neighbours) Act 2006*.

NOTE: This advice is based on information provided by the Land and Environment Court.

<b>14</b>	<b>DIRECTIONS UNDER PART 3A</b>
-----------	---------------------------------

The Minister **has not** issued a direction under the former section 75P(2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.

<b>15</b>	<b>SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING</b>
-----------	---

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning, Industry and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning, Industry and Environment.

<b>16</b>	<b>SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS</b>
-----------	---

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning, Industry and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning, Industry and Environment.

<b>17</b>	<b>SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING</b>
-----------	---

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning, Industry and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning, Industry and Environment.

<b>18</b>	<b>PAPER SUBDIVISION INFORMATION</b>
-----------	--------------------------------------

(1) The name of any development plan adopted by a relevant authority that applies to this land or that is proposed to be subject to a consent ballot.

Nil

(2) The date of any subdivision order that applies to this land.

Not applicable

Words and expressions used in this clause have the same meaning as they have in part 16C of the *Environmental Planning and Assessment Regulation 2000*.

---

<b>19</b>	<b>SITE VERIFICATION CERTIFICATE</b>
-----------	--------------------------------------

Council is **not** aware of a Site Verification Certificate having been issued by the Director-General of the Department of Planning, Industry and Environment in respect of the land.

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

NOTE: This advice is based on information provided by the NSW Department of Planning, Industry and Environment.

<b>20</b>	<b>LOOSE-FILL ASBESTOS INSULATION</b>
-----------	---------------------------------------

This land does not include any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division. That register lists residential premises that contain or have contained loose-fill asbestos insulation.

<b>21</b>	<b>AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (<i>BUILDING PRODUCT SAFETY ACT 2017</i>)</b>
-----------	--

(1) Is there any affected building notice of which the council is aware that is in force in respect of the land?

No

2 (a) Is there any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

2 (b) Is there any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding?

No

**Note:** In this clause 21:

**affected building notice** has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*.

**building product rectification order** has the same meaning as in the *Building Products (Safety) Act 2017*

<b>22</b>	<b>STATE ENVIRONMENTAL PLANNING POLICY (WESTERN SYDNEY AEROTROPOLIS) 2020</b>
-----------	---

Not applicable to Central Coast Local Government Area

**NOTE**

**CONTAMINATED LAND MANAGEMENT ACT 1997**

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) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No

- (b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

- (c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No

- (d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

- (e) 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 a statement has been provided at any time to the local authority issuing the certificate.

No

For any enquiries regarding this Certificate, please contact Council's Customer Contact Centre on 1300 463 954.



Tim Ennis  
**Signed on Behalf of Central Coast Council**

## LAND USE TABLE

### Zone R2 Low Density Residential Central Coast Local Environmental Plan 2022

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage best practice in the design of low density residential development.
- To ensure that non-residential uses do not adversely affect residential amenity or place unreasonable demands on services.
- To maintain and enhance the residential amenity and character of the surrounding area.

2 Permitted without consent

Home occupations; Recreation areas

3 Permitted with consent

Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Information and education facilities; Jetties; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Sewage reticulation systems; Shop top housing; Tank-based aquaculture; Water recycling facilities; Water reticulation systems; Water storage facilities

4 Prohibited

Any development not specified in item 2 or 3



ABN 73 149 644 003  
31 August 2022

Dobell Conveyancing Pty Ltd  
PO Box 3398  
TUGGERAH NSW 2259

Dear Sir/Madam

**Property:** Lot 412 DP 1256522  
14 Forest Oak Place, BERKELEY VALE NSW 2261  
**Your Reference:** D8047:218979

Reference is made to your request for a Sewer Mains Diagram.

In this regard please now find attached a copy of the relevant information showing the sewer main/s location in relation to the property.

If you have any further enquiries regarding this diagram, please contact Central Coast Council's Customer Contact on 1300 463 954.

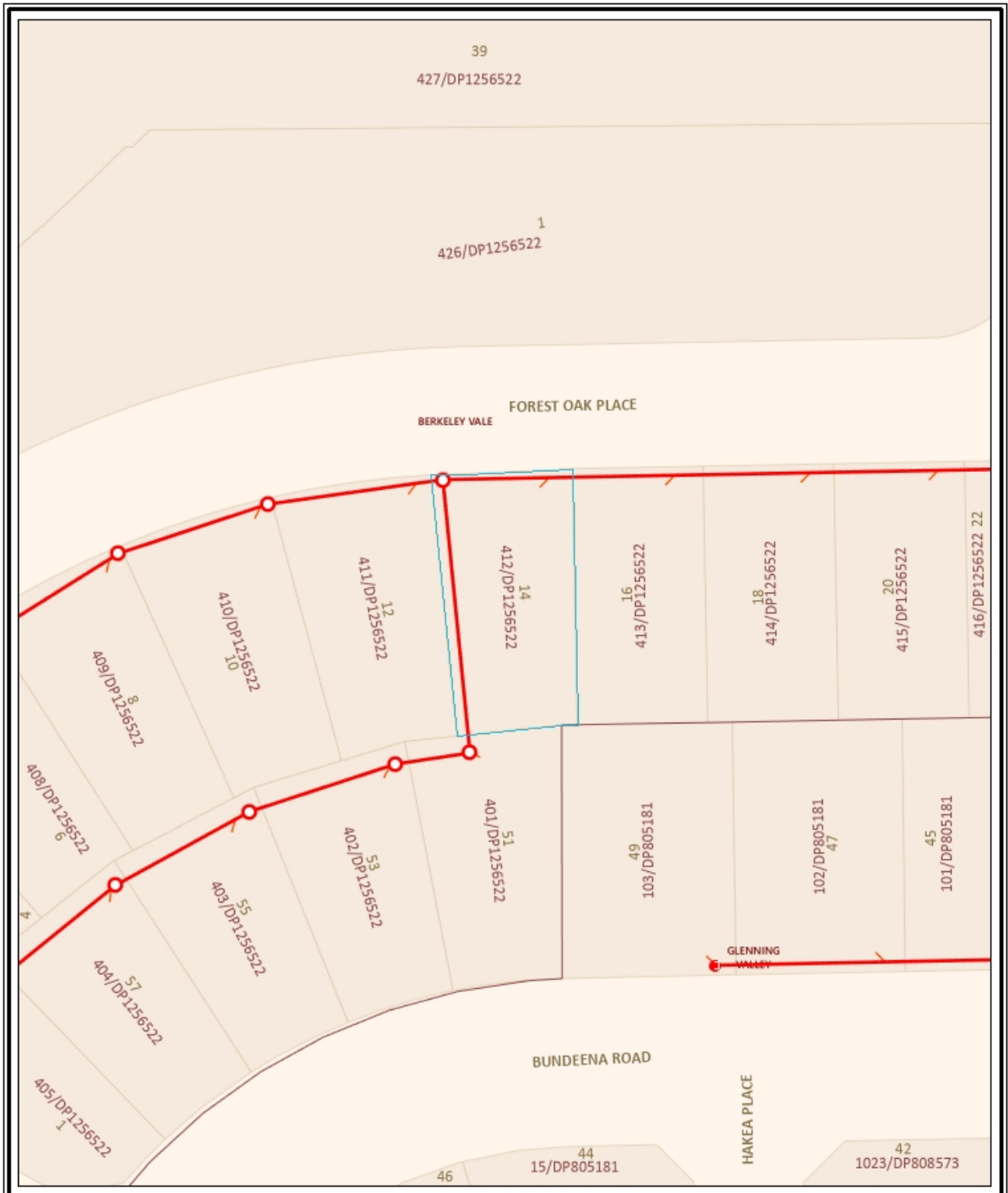
Yours faithfully

*M Walsh*

M Walsh  
**Signed on Behalf of Central Coast Council**

Attach





**Warning Note for Underground Plant Locations**

This plan may not have been adjusted to take into account changes to boundaries, levels, fences or structures subsequent to the installation of the services. This plan is not to scale and all measurements are approximate only. The services indicated are expected to be in proximity to the location and depth shown on the plan. Where it is intended to rely on the accurate location of the services, the exact position and depth of the services should be ascertained on-site by careful hand excavation. Council can provide an on-site advisory service on request to assist in this process. Persons undertaking work will be held responsible for any damage caused to Council's services. Any indication of materials should be used as a guide only.

See as Cadastre is part of the Digital Cadastre Database supplied by the Land and Property Information (LPI), a division of the Department of Finance and Services. Any person whose legal rights may be affected or intends to act on any cadastral information shown on this plan should verify such information by consulting the Department of Finance and Services before acting.



**Central Coast Council  
Sewer Mains Diagram**

Not to Scale

Issue Date: 31/08/2022

**Legend**

- Access Chamber
- Deed End
- Lamphole
- Sewer Manhole
- Vacuum Pot
- Valve
- Private Pump Station
- Pump Station
- Treatment Plant
- Reticulation Main
- Trunk Main
- Reticulation Main (Asbestos)
- Effluent Main
- Private Rising Main
- Rising Main
- Vacuum Main
- Rising Main (Asbestos)
- Sewer Encasement
- Abandoned Main
- Main Not in Use
- Applicant's land



ABN 73 149 644 003

**Your Ref:** D8047:218979

31 August 2022

Dobell Conveyancing Pty Ltd  
PO Box 3398  
TUGGERAH NSW 2259

Dear Sir/Madam

**14 Forest Oak Place, BERKELEY VALE NSW 2261**  
**Lot 412 DP 1256522**

In reply to your request for an internal sewerage connection plan for the above lot, please find enclosed your copy of this plan.

Should you require any further information regarding this matter, please contact Central Coast Council's Customer Services Section on 1300 463 954.

Yours faithfully

A handwritten signature in black ink, appearing to read "Jenny Downing".

Jenny Downing  
**Signed on Behalf of Central Coast Council**

Attachment:





## DESCRIPTION OF DEVELOPMENT

Development Consent number\*: DA/603/2020 \*where applicable

Description: New Construction of Dwelling - 1 Storey & New Construction of Attached Garage Class of building: 1a & 10a

Site address: 14 Forest Oak PI BERKELEY VALE NSW 2261

Site description (lot/plan): Lot 412 DP 1256522 Zoning: R2 Low Density Residential

## SCOPE

Occupancy details

- Occupation of a new building  Change of building use for an existing building

The application for Occupation Certificate has been determined by approval.

- A current Complying Development Certificate (CDC) is in force for the building and has been issued with respect to the plans and specifications for the building work that has been carried out
- A current Development Consent is in force for the building and a Construction Certificate (CC) has been issued with respect to the plans and specifications for the building work that has been carried out.
- The building is suitable for occupation or use in accordance with its classifications under the Building Code of Australia
- A fire safety certificate has been issued for the building (where applicable)
- A report from the Fire Commissioner has been considered (where applicable)
- The health and safety of the occupants of the building have been taken into consideration
- A performance solution report is applicable. The details of the performance solution are:

## ATTACHMENTS (if applicable)

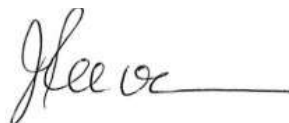
- Fire Safety schedule  Fire link conversion schedule  Fire safety certificate

## INSPECTIONS

<i>Inspection Description</i>	<i>Assessment Date</i>
Footing Inspection	23 Oct 2020
Stormwater Inspection	05 Nov 2020
Waffle Pod Raft Slab Inspection	09 Nov 2020
Frame Inspection	09 Dec 2020
Waterproofing Inspection	21 Dec 2020
Final Inspection	14 May 2021

## CERTIFYING AUTHORITY

Certifying authority & registration no: Professional Certification Group, ABC9  
Certifier name & registration no: John Reeve, BDC1973  
Signature:



Date: 28 May 2021



## OCCUPATION CERTIFICATE

Environmental Planning & Assessment Act 1979, as amended

### APPROVED

<b>Complying Development No.</b> 2020-0376	<b>Issued On:</b> 13 August 2020
--	----------------------------------

<b>Applicant</b>	Kristy Gorham c/- Tranquility Pools & Spas Pty Ltd 374 Pacific Highway BELMONT NORTH NSW 2280
------------------	--

<b>Land</b>	Lot 412 DP1256522 14 Forest Oak Place BERKELEY VALE
<b>Development</b>	Swimming Pool & Associated Safety Barriers
<b>BCA Class</b>	10b
<b>Type of Certificate</b>	Final
<b>Portion of Building</b>	Swimming Pool & Associated Safety Barriers

Statement:-

- The health and safety of the occupants of the building have been taken into consideration where an Interim Occupation Certificate is issued.
- A current Development Consent or Complying Development Certificate is in force for the building.
- If any building work has been carried out, a current 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 Codes of Australia.
- Where applicable, a Fire Safety Certificate has been issued for the building and a report from the Fire Commissioner has been considered.

#### THIS CERTIFICATE ISSUED BY:

Stephen Murray - Accreditation Number: BDC0282

On behalf of AcroCert Pty Ltd - ABC 5

Accreditation Body: Building Professionals Board

**Signature:**

**Certificate Issued On:**

2 November 2021

## **NSW SWIMMING POOL REGISTER**

### **Certificate of Registration**

#### **Section 30C - Swimming Pools Act 1992**

<b>Pool No:</b>	<b>fdedc34f</b>
<b>Property Address:</b>	<b>14 FOREST OAK PLACE BERKELEY VALE</b>
<b>Date of Registration:</b>	<b>02 September 2022</b>
<b>Type of Pool:</b>	<b>An outdoor pool that is not portable or inflatable</b>
<b>Description of Pool:</b>	<b>In ground</b>

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

**Please remember:**

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**

You may be required to obtain a **Pool Compliance Certificate** before you lease or sell your property. Contact your council for further information.

**This is NOT a Certificate of Compliance**