

## Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Stone Tumbi Umbi 1B/31 Wyong Road, Tumbi Umbi, NSW	Phone: 0499 830 247 Fax: Email: vakintetik@stonerealestate.com.au
co-agent vendor	ESTHELITA BARBARA HERFT & ALASTAIR ST GERALD HERFT	
vendor's solicitor	Imperial Conveyancing PO Box 437, Kellyville NSW 2155	Phone: 02 9836 0188 & 0415 147 208 Fax: Email: imperialconveyancing@yahoo.com.au
date for completion land (address, plan details and title reference)	42nd day after the contract date (clause 15)  4 Larkswing Place BERKELEY VALE NSW 2261 Lot 18 in DP 1250613, Folio ID: 18/1250613	Ref: Sukhbir Singh
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	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: Microwave and three tv brackets
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Email: Ref:
price	
deposit	(10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

**Where there is more than one purchaser**     JOINT TENANTS  
 tenants in common     in unequal shares, specify: \_\_\_\_\_

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

buyer's agent

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

**SIGNING PAGE**

<b>VENDOR</b>	<b>PURCHASER</b>
<p><b>Signed by</b></p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
<b>VENDOR (COMPANY)</b>	<b>PURCHASER (COMPANY)</b>
<p><b>Signed by</b> _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person      _____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person      _____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held      _____</p> <p>Office held</p>	<p><b>Signed by</b> _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person      _____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person      _____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held      _____</p> <p>Office held</p>

## Choices

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

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

**Manual transaction** (clause 30)

NO  yes

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

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

**Land tax** is adjustable

NO  yes

**GST:** Taxable supply

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

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

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

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

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

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

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

NO  yes (if yes, vendor must provide details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

4 Larkswing Place, BERKELEYS VALE NSW 2267

### Cooling off period (purchaser's rights)

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition – General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <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</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period, and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

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

## 6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

**13 Goods and services tax (GST)**

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

## 22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

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

4 Larkswing Place BERKELEY VALE NSW 2267

## SPECIAL CONDITIONS

### 1. INCONSISTENCY

#### 1.1 Special Conditions Prevail

If there is any inconsistency in this Contract between the printed clauses and these Special Conditions; these Special Conditions prevail to the extent of that inconsistency.

#### 1.2 Amendment of Contract

The printed clauses in this Contract are amended as follows:

- (a) Printed Clause 5 is deleted;
- (b) In printed clause 6.1 "Any such claim for compensation for misdescription can be in writing and served upon the Vendor's Solicitor within fourteen (14) days of the date of this Contract and Failing this such right shall cease to apply. Time being of the essence" is added to the end of the clause;
- (c) Printed clause 5 Clause 5.1 - deleted in its entirety.
  - Clause 5.2.1 – delete “21 days” and substitute “14 days”.
  - Clause 5.2.2– delete “21 days” and substitute “1 day”.
- (d) Printed Clause 6.2 is deleted;
- (e) In printed clause 7, "before completion" is deleted and "not less than 7 days before the Completion Date" is substituted;
- (f) Printed clause 7.1.1 is deleted;
- (g) In printed clause 7.2.4 "and the costs of the Purchaser" is deleted;
- (h) In printed clause 7.2.6, "and the amount held and all net interest must be paid to the Vendor" is added to the end of the clause;
- (i) Insert clause 7.2.7: "Any claim referred to in this condition is to be served upon the Vendor' s Solicitor within twenty-eight (28) days from the date of this Contract and failing this such right shall cease to apply, Time being of the essence."
- (j) In printed clause 8.1 "on reasonable grounds" is deleted;
- (k) In printed clauses 10.1.8 and 10.1.9, "substance" is deleted and "existence" is substituted;

- (l)
- (i) In Clause 14.4.2 deleting the words “person who owned the land owned no other land” and inserting in its place “if the person who owned the land owns other lands, by calculating it’s separate taxable value on a proportional basis based on the valuation of the land out of the total taxable valuation of all lands”
  - (ii) In Clause deleting the words “the land was not subject to a special trust or owned by a non-concessional company.
- (m) In printed clause 16.12 "but the Vendor must pay the Purchasers additional expenses including any agency or mortgage fee" is deleted;
- (n) In clause 18.7 delete the words "none is payable" and "then the rent fee payable is 0.1 % of the Purchase price per week" is substituted;
- (o) Clause 23.13 – is deleted and replaced with ‘The Purchaser must obtain a section 184 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least seven days before the completion date and a copy served by facsimile or email on the vendors solicitor at least four days prior to completion’.
- (p) Printed clause 24.3.3 is deleted.
- (q) Clause 31.2 is amended by replacing 2 days instead of 5 business days.
- (r) Clause 31.4 deleted in its entirety.

## **2. SEVERABILITY**

### 2.1 Severability

The unenforceability of any provision of this Contract does not affect the enforceability of any other provision.

## **3. EXCLUSION OF WARRANTIES AND CONDITION OF PROPERTY**

### **3.1 Purchaser's Warranties**

The Purchaser warrants that:

- (a) it has inspected the Property; and

- (b) unless otherwise stated in this Contract, it has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on its behalf in respect of:
- (i) the Property,
  - (ii) the neighbourhood in which the Property is located;
  - (iii) the state of repair of the Property and, if applicable, the improvements and the furnishings and chattels;
  - (iv) the suitability of the Property and, if applicable, the improvements, furnishings and chattels for any use;
  - (v) any rights and privileges relating to the Property and/or its improvements, furnishings and chattels; or any matter which has or may have an effect on the Property and/or its improvements, furnishings and chattels

## 4. CONDITION OF PROPERTY

### 4.1 Condition of Property

Without in any manner excluding, modifying or restricting the rights of the Purchaser pursuant to Section 52A (2) (b) of the Conveyancing Act, 1919, and the Conveyancing (Sale of Land) Regulation 2000:

- (a) the Property (and inclusions, if any) is sold in its condition and state of repair (including structural repair) as at the date of this Contract and subject to all faults and defects both latent and patent and the Purchaser must not make any objection, requisition or claim for compensation regarding the condition and state of repair of the Property.
- (b) The Purchaser is purchasing the property as a result of the Purchaser's own inspection and in its present condition and state of repair and subject to all faults and defects both latent and patent and the Purchaser shall not be at liberty to require the Vendor to undertake any work to the property whatsoever.
- (c) The Vendor shall be under no obligation to make good any hole, cavity, mark or scratch made as a result of the Vendor's removal of an Exclusion or fixture from the property provided that the Vendor acknowledges and agrees that it shall take all proper reasonable care and responsibility in the removal of such exclusion or fixture from the property.
- (d) The Purchaser acknowledges and agrees that they may not make any objection, requisition or claim for compensation in respect to any matter disclosed or referred to in any document attached to and forming part of this Contract.
- (e) no objection, requisition or claim for compensation may be made by the Purchaser on account of any of the following:

- (i) any matter disclosed in any survey report or plan annexed to this Contract (if any) in relation to the Property and the Vendor does not warrant the accuracy, completeness or the current application of such survey report or plan; or
- (ii) any matter disclosed in any Building Certificate issued under the Local Government Act (1993) or the Environmental Planning and Assessment (1979) (as the case may be) annexed to this Contract (if any); or
- (iii) any encroachment by a dividing fence (as defined by the Dividing Fences Act, 1991) on the Property or any adjoining Property whether disclosed by survey or not.

## **5. SERVICES**

### **5.1 Services**

The Purchaser must not make any objection, requisition or claim for compensation in respect of:

- (a) the nature, location, availability or non-availability of any service to the Property;
- (b) the Property being subject to any service or mains, pipes or connections for any service;
- (c) the Property having the benefit of any rights or easements in respect of any service or mains, pipes or connections for any service;
- (d) any defects in any service to the Property;
- (e) any underground or surface stormwater drain passing through under or over the Property; or
- (f) any manhole or vent on the Property.

## **6. AGENT**

### **6.1 Introduction by agent**

The Purchaser warrants that it was not introduced to the Vendor or the Property by any agent other than the Vendor's agent (or co-agent, if any) named on the front page of this Contract (Vendor's Agent).

### **6.2 Indemnity**

The Purchaser indemnifies the Vendor and must hold it indemnified against any costs and expenses (including claims for commission) incurred by the Vendor in respect of any breach of warranty referred to Special Condition 6.1.

### **6.3 No Merger**

This Special Condition does not merge on completion.

## **7. COMPLETION & NOTICE TO COMPLETE**

### **7.1 Completion Date**

The completion date of this Contract is the number of days specified on the first page of this Contract from the date of this Contract (Completion Date).

### **7.2 Notice to Complete**

If, for any reason other than default or delay by the party proposing to give a Notice to Complete, this Contract is not completed by 3.00 pm on the Completion Date, the party not in default may serve on the party in default a Notice to Complete:

- (a) requiring the other party to complete this Contract not less than 14 days after the date of service of the Notice to Complete; and
- (b) making time of essence.

### **7.3 Terms of Notice to Complete**

For the purposes of Clause 15 of this Contract, the parties agree that a period of 14 days following the date of service of any such Notice to Complete is deemed to be a reasonable time for completion pursuant to any such Notice.

### **7.4 Party serving Notice**

The party serving a Notice to Complete may at any time or times:

- (a) withdraw the Notice to Complete by a further notice to the party in default; and
- (b) at its option issue a further Notice to Complete.

### **7.5 Vendor**

The Vendor:

- (a) is not obliged to remove any charge on the Property for any outgoings until completion;
- (e) will not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any charge on the Property for any outgoings; and
- (f) may serve a Notice to Complete on the Purchaser notwithstanding that, at the time such Notice is issued or at any subsequent time, there is a charge on the Property for any outgoings.

## **8. PARTY DYING, OR LIQUIDATOR BEING APPOINTED ETC**

### **8.1 Party dying**

If either party (or if a party is more than one person, any one or more of the persons comprising that party) before completion:

- (a) dies; or
- (b) becomes a mentally ill person or a mentally disordered person in accordance with the relevant criteria set out in Chapter 3 of the Mental Health Act 1990, or a protected person under the Protected Estates Act 1983 then the Other party may rescind this Contract by notice to the first party. This Contract will be at an end on service of such a notice and the provisions of printed clause 19 will apply to that rescission.

### **8.2 Bankruptcy**

If either party (or if a party is more than one person, any one or more of the persons comprising that party) is declared bankrupt or assigns its estate for the benefit of creditors or, being a corporation:

- (a) is made subject to an order or an effective resolution is passed for the winding up of that corporation (other than for the purposes of amalgamation or reconstruction);
- (b) enters into any scheme of arrangement with its creditors under the Corporations Act or other similar legislation applicable to that corporation; or
- (c) has any administrator, liquidator, receiver, receiver and manager, provisional liquidator or official manager appointed to that corporation then the other party may rescind this Contract by notice to the first party. This Contract will at an end on service of such a notice and the provisions of printed clause 19 will apply to that rescission.

### **8.3 Rights and remedies not negated**

The rights and remedies set out in this Special Condition do not negate, limit or restrict any other rights or remedies which would have been available to either party had this Special Condition not been included in this Contract.

## **9. DAMAGES FOR FAILURE TO COMPLETE**

### **9.1 Damages**

In addition to the right of the Vendor to issue a Notice to Complete, if completion does not take place on or before the Completion Date then the Vendor has the right (in addition to all other monies payable to the Vendor pursuant to this Contract) to require the Purchaser to pay damages on completion:

- (a) calculated on the balance of the purchase price at a rate of 10% per annum from and including the day after the Completion Date up to and including the date that completion in fact occurs; and
- (b) if the Vendor serves a Notice to Complete, the sum of \$ 330.00 for additional legal costs payable by the Vendor in connection with the preparation and service of the notice.

### **9.2 Assessment of Loss**

The Parties agree that the damages payable by the Purchaser pursuant to this Special Condition represent a fair and reasonable assessment of the loss occasioned to the Vendor due to the Purchaser's failure to complete within the specified time.

### **9.3 Vendor not Liable**

The Vendor shall not be liable to the Purchaser for any damage or loss suffered by the Purchaser due to the Vendor's failure to complete unless such failure constitutes a breach of an essential term of this Contract.

## **10. FIRB APPROVAL**

### **10.1 Approval**

If the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the Foreign Acquisitions and Takeovers Act 1975 or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under the Foreign Acquisitions and Takeovers Regulations to enter into this Contract, the Purchaser hereby warrants that it has obtained the approval or certification of the Treasurer or has received a statement of non-objection.

## **10.2**

The Purchaser further acknowledges that if this warranty is untrue in any respect, the Purchaser hereby indemnifies and will keep indemnified the Vendor against any loss and/or damage which the Vendor suffers as a result of the Vendor having relied on this warranty when entering into this Contract including any consequential loss and the warranty and indemnity will not merge on completion.

## **11. DEPOSIT**

### **11.1 Deposit**

Despite any other provision of this Contract, the Purchaser acknowledges that the deposit payable under this Contract by the Purchaser is 10% of the purchase price, If less than 10% of the purchase price is paid on the date of this Contract towards the deposit, then the difference between:

- (a) 10% of the purchase price; and
- (b) the amount actually paid on the date of this Contract towards the deposit shall be paid by the Purchaser to the Vendor on the earlier of:
  - (i) completion of this Contract;
  - (ii) termination of this Contract due to the Purchaser's default; or
  - (iii) at any other time when the deposit is forfeited or payable to the Vendor pursuant to this Contract.

### **11.2**

The Purchaser hereby agrees to release to the Vendor the deposit or so much of the deposit as is required for use by the Vendor only for the following usage:

- (a) A deposit in the purchase of another property; and/or
- (b) Stamp Duty payable on any such contract.

The Vendor warrants upon release of the deposit in accordance with the terms of this Special Condition such deposit will be paid only to the trust account of an estate agent or a Solicitor or directly to the Office of State Revenue and shall not be further released without consent of the Purchaser. This Special Condition shall be sufficient authority for the release of same.

## **12. CLAIM FOR COMPENSATION**

### **12.1 Objection or requisition entitling the vendor to rescind**

Notwithstanding any other provision of this Contract, any claim for compensation made by the Purchaser under this Contract will be deemed to be an objection or requisition entitling the Vendor to rescind this Contract.

## **13. Land Tax certificate**

### **13.1**

The vendor will serve a current Land Tax Certificate on the purchaser at least 7 days prior to settlement.

### **13.2**

Should the vendor fail to serve a current Land Tax Certificate on the purchaser within this timeframe, the purchaser does not have to complete earlier than 7 days after service of the certificate.

## **14. PURCHASERS CREDIT**

### **14.1**

The Purchaser confirms, discloses and warrants to the Vendor that credit is not required to pay for the property, the subject of this Contract.

### **14.2**

The Purchaser confirms, discloses and warrants to the Vendor that the Purchaser, at the date hereof, has obtained approval for credit to finance the purchase of the property, the subject of this Contract, on terms that are reasonable to the Purchaser.

### **14.3**

The Purchaser acknowledges that, as a consequence of the confirmation, the disclosure and warranty, made in herewith, the Vendor is entering into this Contract relying on such confirmation, disclosure and this Contract cannot be subject to termination pursuant to Section 124 (1) of the Consumer Credit (New South Wales) Act, 1995.

## 14.4

The Purchaser shall not have any right to terminate this Contract by virtue of any nonavailability of credit as at the settlement date.

## 15. Goods and Services Tax (GST)

### 15.1

In this special condition:

- (1) "GST" refers to goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 ("GST Act") and the terms used have the meanings as defined in the GST Act.
- (2) Notwithstanding anything herein contained it is agreed that the consideration for the supply expressed in this Contract is exclusive of the vendor's liability for GST.
- (3) On completion:
  - (a) The purchaser will pay to the vendor, in addition to the total purchase price, the amount payable by the vendor as GST on the taxable supply made by the vendor under this Contract;
  - (b) The vendor shall deliver to the purchaser a tax invoice for the supply in a form which complies with the GST Act and the regulations.
  - (c) The vendor agrees not to utilise the margin scheme in paying GST in respect of the taxable supply under this Contract.

"GST means the tax imposed by the GST Act or its related legislation and includes any similar or substitute impost introduced in the future.

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

"Relevant Agreement" means this contract for the sale of land and any other agreement related to the sale of the property by the vendor to the purchaser under this contract.

"Taxable supply" has the meaning given to that term in the GST Act.

## 16. Settlement

### 16.1

Vendor shall be entitled to recover the legal fee of two hundred and twenty dollars (\$ 220.00) (including GST) for each cancellation of settlement caused by the

purchaser or their mortgagee to cover legal costs and other expenses incurred by the vendors as consequence of the delay. The payment of such legal costs is an essential term of this contract.

## **17. Solar Panels**

### **17.1**

Where solar panels are installed on the roof of the dwelling, the parties agree as follows:

- (a) Whether or not any benefits currently provided to the Vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the Purchaser.
- (b) The Purchaser agreed that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the Purchaser shall indemnify and hold harmless the Vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
- (c) The Vendor makes no representations or warranties with respect to the solar panels in relation to their conditions, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

## **18. Sewerage/Drainage Diagram**

Services information sheet attached to the contract may not have all the detailed information about Drainage/Sewerage connections. These are the only diagrams available with normal course of action.

Purchaser or their mortgagee shall raise no objection, requisition or claim for compensation with respect to the matter disclosed herein.

## **19. Exchange of Contracts by Email**

The purchaser and vendor agree that contracts may also be exchanged electronically by emailing a copy of page 1 “the words” and signed copy of page 2 of this contract to the other party. The original copy is to be posted to the respective parties within 3 business days of the date of exchange.

## **21. Error in outgoings and 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.

## **22. PEXA Source Account Deposit Form**

The purchasers acknowledge the following:

- a. Currently a PEXA Source Account can only be given by the purchaser's subscriber;
- b. In the event that the vendors require a PEXA Source Account for shortfall, then the purchasers will instruct their subscriber (solicitor or conveyancer) to attend to creating the PEXA Source Account for the vendors shortfall;
- c. Forward to Imperial Conveyancing, the requested PEXA Source Account deposit form (or as required, an electronic platform for transfer other than PEXA), at no cost to the vendor;

## **23. Notice to the Tenant**

- 23.1 If the property is tenanted at the time of exchange and the lease has expired and the Purchaser requires vacant possession, then the Vendor may agree (in its absolute discretion) serve the appropriate notice on the tenant,

PROVIDED HOWEVER:

- 23.1.1 The notice to the tenant will only be issued after this agreement is unconditional and a written request is received from the Purchaser's solicitor to serve the notice; and
- 23.1.2 The Purchaser agrees not to raise any requisition or make any objection, claim for compensation or rescind or terminate this agreement if, by the Completion Date, the tenant has not vacated the property. In this event, the Purchaser further agrees that it will not issue the Vendor with a Notice to Complete and the parties hereby agree that the Completion Date is extended to the date which is 2 business days after the date that the tenant has vacated the premises;
- 23.2 If the property is sold subject to an existing tenancy, the Purchaser agrees that it will not be entitled to make any objection, requisition or claim for compensation and shall not be entitled to rescind, terminate or delay completion should the tenant exercise his/her rights pursuant to Clause 100 of the Residential Tenancies Act 2010.

## **24. LAND TAX IF COMPLETION DELAYED**

- 24.1 If completion of this contract is delayed at the purchaser's request for an extension or as a result of the purchaser's breach of this contract, completion of this contract takes place on a date that is after 31 December immediately following the original date of completion, then:

- (a) the purchaser's extension or breach will result in an increase in the vendor's land tax assessment for the Land Tax Year(s) following the original date of completion as a result of the land continuing to be included in the vendor's total landholdings in the State of New South Wales; and
  - (b) the additional land tax that the vendor will incur in accordance with this clause is a reasonably foreseeable loss or cost incurred by the vendor as a direct result of the purchaser's breach or extension in respect of which the vendor is entitled to compensation or reimbursement from the purchaser.
- 24.2 If this clause applies, then on completion, in addition to the balance of purchase price and adjustments as per clause 57 and any other money payable to the vendor under this contract, the purchaser must pay to the vendor as compensation or reimbursement on account of the additional land tax being incurred by the vendor, an amount equal to 1.7% of:
- (a) the taxable value of the land (as defined in the Land Tax Management Act 1956 (NSW)) for each relevant Land Tax Year(s); or
  - (b) if there is no separate unimproved value for the land for any Land Tax Year(s), the amount reasonably determined by the vendor as the estimated value for the relevant Land Tax Year(s) (being an amount no greater than the price).
- 24.3 If additional land tax is payable by the vendor under clause 58.1(a) is less than the amount paid by the purchaser under clause 58.2, the vendor must refund the difference to the purchaser within 21 days of the vendor receiving notice of assessment of land tax payable for the land.
- 24.4 This clause 24 does not merge on completion.

## **25. COMPANY GUARANTEE BY DIRECTORS AND SECRETARIES**

- 25.1 Where the Purchaser is a company then the persons attesting this contract for and on behalf of the company as directors or secretaries shall be deemed to be the guarantors described in this condition.
- 25.2. In consideration of the vendor entering into the contract at the request of the guarantors (as hereby acknowledged by the guarantors) the guarantors unconditionally and irrevocably guarantee to the vendor the due and punctual payment of all monies payable by the Purchaser under this contract and the due and punctual performance and observance of all covenants, conditions and provisions in this contract.
- 25.3. The guarantors covenant with the vendor that:
- a) The guarantee shall be a continuing guarantee (any rule of law or equity to the contrary notwithstanding) and the liability of the guarantors shall continue until the obligations on the part of the purchaser under this contract are duly performed and observed;

- b) The liability of the guarantors shall not be abrogated, altered, prejudiced or affected by any neglect, waiver, indulgence or forbearance or concession by the Vendor or by the granting by the Vendor to the Purchaser of time or by any other act or thing done, permitted or omitted it being the intent that the guarantee and obligations of the guarantors under this contract shall be absolute and unconditional in any or all the circumstances.
- c) Notwithstanding anything contained or implied in this contract and notwithstanding that this guarantee may be void or unenforceable for any reason whatsoever the guarantors agree as a separate and additional liability to hold the Vendor indemnified against all losses, damages, expenses and costs which the Vendor may incur by reason of any breach or default on the part of the Purchaser under this contract.
- d) The expression “the guarantors” includes each guarantor and his executors and administrators and where there is more than one guarantor the covenants and agreements upon the part of the guarantors under this contract shall bind them jointly and each of them severally.

25.4. This condition shall not merge on completion.

## CONDITIONS OF SALE BY AUCTION

These conditions replace 'Auction – Conditions of Sale on page - 3 of the printed contract.

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Records to be kept pursuant to Clause 18(1) and (2) of the Property, Stock and Business Agents Regulation 2003 and Section 68 Property, Stock and Business Agents Regulation 2002.

1. The following conditions are prescribed as applicable to the land in respect of sale by auction:
  - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
  - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interest of the seller.
  - (f) A bidder is taken to be a principal unless, before bidding the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - (g) A bid cannot be made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by sub clause (1), are prescribed as applicable in respect of the sale by auction of the residential property or rural land:

- (a) All bidders must be registered in the Bidders record and display an identifying number when making a bid.
- (b) One bid only may be made by or on behalf of the seller. This includes a bid made by an auctioneer on behalf of the seller.
- (c) When making a bid on behalf of the seller, or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

**ANNEXURE “A” TO SPECIAL CONDITIONS**

**Guarantee for Corporate Purchaser**

In consideration of the vendor contracting with the corporate purchaser

.....  
..... (the Guarantors),

as is evidenced by the Guarantors’ execution hereof, guarantee the performance by the Purchaser of all of the Purchaser’s obligations under the contract and indemnify the Vendor against any cost or loss whatsoever arising as a result of the default by the Purchaser in performing its obligations under this contract for whatever reason. The Vendor may seek to recover any loss from the Guarantors before seeking recovery from the Purchaser and any settlement or compromise with the Purchaser will not release the Guarantor from the obligation to pay any balance that may be owing to the Vendor. This guarantee is binding on the Guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by:

the Guarantors in the presence of: .....  
Signature of Guarantors

.....  
Signature of Witness

.....  
Print Name of Witness

.....

Print Address of Witness



# LAND REGISTRY SERVICES

## NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 18/1250613

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
22/6/2023	11:09 AM	3	8/8/2019

### LAND

-----

LOT 18 IN DEPOSITED PLAN 1250613  
AT BERKELEY VALE  
LOCAL GOVERNMENT AREA CENTRAL COAST  
PARISH OF TUGGERAH COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP1250613

### FIRST SCHEDULE

-----

ESTHELITA BARBARA HERFT  
ALASTAIR ST GERALD HERFT  
AS JOINT TENANTS

(T AP450268)

### SECOND SCHEDULE (13 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A988992 COVENANT
- 3 DP816552 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1250613 EASEMENT TO DRAIN WATER 1.5, 2 METRE(S) WIDE AND  
VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED  
IN THE TITLE DIAGRAM
- 5 DP1250613 EASEMENT TO DRAIN WATER 1.5, 2 METRE(S) WIDE AND  
VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1250613 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (2) IN THE S.88B INSTRUMENT
- 7 DP1250613 POSITIVE COVENANT REFERRED TO AND NUMBERED (3) IN THE  
S.88B INSTRUMENT
- 8 DP1250613 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (7) IN THE S.88B INSTRUMENT
- 9 DP1250613 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (10) IN THE S.88B INSTRUMENT
- 10 DP1250613 POSITIVE COVENANT REFERRED TO AND NUMBERED (11) IN  
THE S.88B INSTRUMENT
- 11 DP1250613 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (14) IN THE S.88B INSTRUMENT
- 12 DP1250613 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (15) IN THE S.88B INSTRUMENT
- 13 AP450269 MORTGAGE TO WESTPAC BANKING CORPORATION

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title.

Warning: the information appearing under notations has not been formally recorded in the Register.

Hazlett Information Services hereby certifies that the information contained in this document has been provided electronically by the Registrar-General in accordance with Section 96B(2) of the Real Property Act 1900.

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
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FOLIO: 18/1250613  
-----

PAGE 2

NOTATIONS  
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UNREGISTERED DEALINGS: NIL

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

Admin-ADMIN-

PRINTED ON 22/6/2023

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PLAN FORM 2 (A2)

01/20/2019

WARNING: GREASING OR FOLDING WILL LEAD TO REJECTION

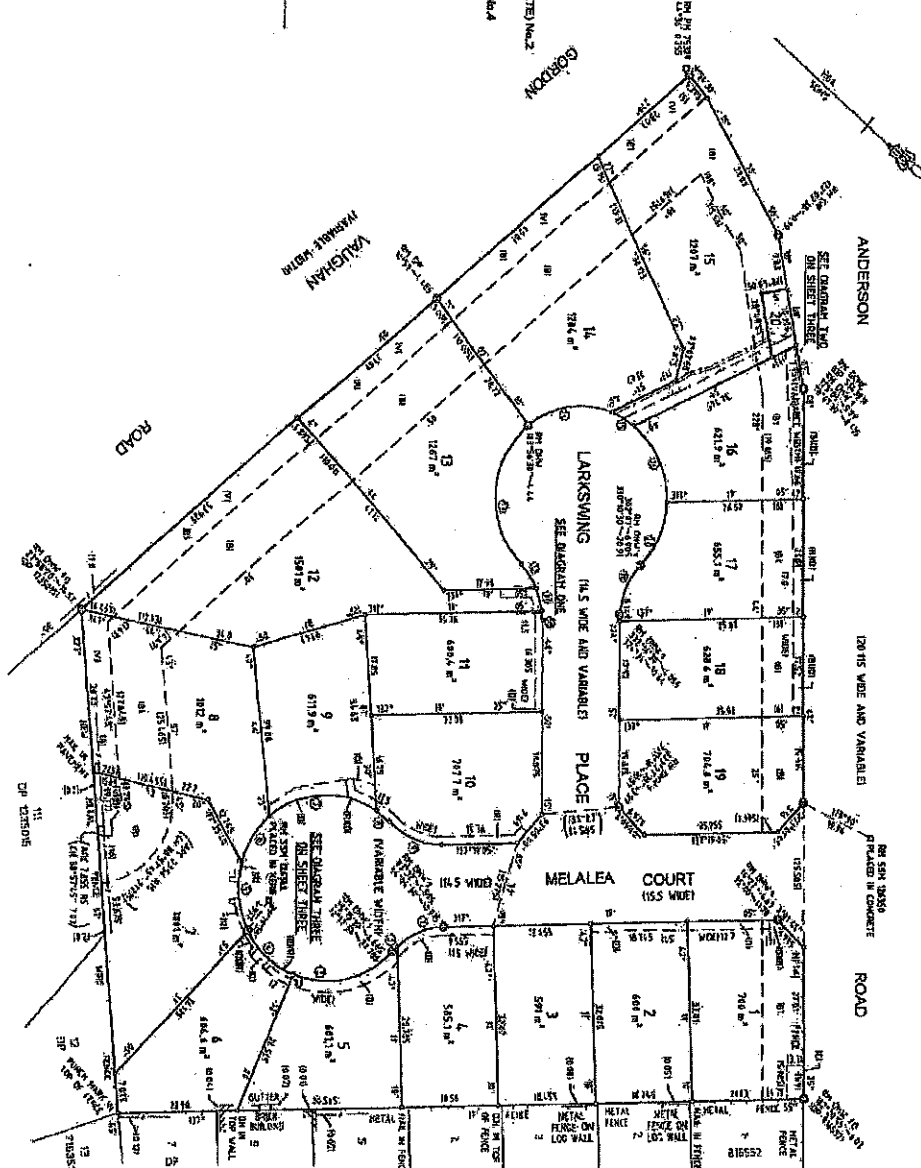
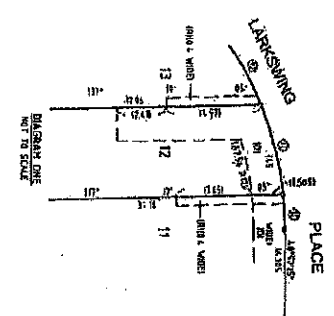
01/20/2019

SHEET 2 OF 3 SHEETS

SCHEDULE OF CURVED BOUNDARIES

Lot	Station	Curve Data	Area (m <sup>2</sup> )
1	1+00.00	100.00m RADIUS	15708.00
2	1+00.00	100.00m RADIUS	15708.00
3	1+00.00	100.00m RADIUS	15708.00
4	1+00.00	100.00m RADIUS	15708.00
5	1+00.00	100.00m RADIUS	15708.00
6	1+00.00	100.00m RADIUS	15708.00
7	1+00.00	100.00m RADIUS	15708.00
8	1+00.00	100.00m RADIUS	15708.00
9	1+00.00	100.00m RADIUS	15708.00
10	1+00.00	100.00m RADIUS	15708.00
11	1+00.00	100.00m RADIUS	15708.00
12	1+00.00	100.00m RADIUS	15708.00
13	1+00.00	100.00m RADIUS	15708.00
14	1+00.00	100.00m RADIUS	15708.00
15	1+00.00	100.00m RADIUS	15708.00
16	1+00.00	100.00m RADIUS	15708.00
17	1+00.00	100.00m RADIUS	15708.00
18	1+00.00	100.00m RADIUS	15708.00
19	1+00.00	100.00m RADIUS	15708.00
20	1+00.00	100.00m RADIUS	15708.00
21	1+00.00	100.00m RADIUS	15708.00
22	1+00.00	100.00m RADIUS	15708.00
23	1+00.00	100.00m RADIUS	15708.00
24	1+00.00	100.00m RADIUS	15708.00
25	1+00.00	100.00m RADIUS	15708.00
26	1+00.00	100.00m RADIUS	15708.00
27	1+00.00	100.00m RADIUS	15708.00
28	1+00.00	100.00m RADIUS	15708.00
29	1+00.00	100.00m RADIUS	15708.00
30	1+00.00	100.00m RADIUS	15708.00
31	1+00.00	100.00m RADIUS	15708.00
32	1+00.00	100.00m RADIUS	15708.00
33	1+00.00	100.00m RADIUS	15708.00
34	1+00.00	100.00m RADIUS	15708.00
35	1+00.00	100.00m RADIUS	15708.00
36	1+00.00	100.00m RADIUS	15708.00
37	1+00.00	100.00m RADIUS	15708.00
38	1+00.00	100.00m RADIUS	15708.00
39	1+00.00	100.00m RADIUS	15708.00
40	1+00.00	100.00m RADIUS	15708.00
41	1+00.00	100.00m RADIUS	15708.00
42	1+00.00	100.00m RADIUS	15708.00
43	1+00.00	100.00m RADIUS	15708.00
44	1+00.00	100.00m RADIUS	15708.00
45	1+00.00	100.00m RADIUS	15708.00
46	1+00.00	100.00m RADIUS	15708.00
47	1+00.00	100.00m RADIUS	15708.00
48	1+00.00	100.00m RADIUS	15708.00
49	1+00.00	100.00m RADIUS	15708.00
50	1+00.00	100.00m RADIUS	15708.00

- (8) RESTRICTION ON THE USE OF LAND 9, 15 & VARIABLE WIDTH (SITE) No.2
- (9) EASEMENT FOR DRAIN WATER 15, 2 WIDE & VARIABLE WIDTH
- (10) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 31 WIDE
- (11) EASEMENT FOR USE OF LAND 2 & VARIABLE WIDTH
- (12) EASEMENT FOR SUPPLY OF LAND 2 & VARIABLE WIDTH
- (13) EASEMENT FOR ELECTRICITY PURPOSES 35 WIDE




SUBMITTER NAME: ANTHONY ALBERT ALBERT DATE: 15th SEPTEMBER 2018 REFERENCE: 1250613-010	PLAN NUMBER PLAN OF SUBDIVISION OF LOT 8 DP 816552	LOCAL AUTHORITY CENTRAL COAST LOCATION: BERKELEY VALE REGULATION NUMBER: 1 588	REGISTERED 17/04/2019	DP1250613
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ePlan

**PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 5 sheet(s)

Office Use Only	Office Use Only
Registered:  17/04/2019	<b>DP1250613</b>
<b>PLAN OF SUBDIVISION OF LOT 8</b> DP 816552	
Subdivision Certificate number: <u>17.2019</u> Date of Endorsement: <u>27.3.2019</u>	
<p>This sheet is for the provision of the following information as required:</p> <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>	

CLAUSE 60(c) OF THE SURVEYING & SPATIAL INFORMATION REGULATION, 2017

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	1	MELALEA	COURT	BERKELEY VALE
2	3	MELALEA	COURT	BERKELEY VALE
3	5	MELALEA	COURT	BERKELEY VALE
4	7	MELALEA	COURT	BERKELEY VALE
5	9	MELALEA	COURT	BERKELEY VALE
6	11	MELALEA	COURT	BERKELEY VALE
7	10	MELALEA	COURT	BERKELEY VALE
8	8	MELALEA	COURT	BERKELEY VALE
9	6	MELALEA	COURT	BERKELEY VALE
10	1	LARKSWING	PLACE	BERKELEY VALE
11	3	LARKSWING	PLACE	BERKELEY VALE
12	5	LARKSWING	PLACE	BERKELEY VALE
13	7	LARKSWING	PLACE	BERKELEY VALE
14	9	LARKSWING	PLACE	BERKELEY VALE
15	10	LARKSWING	PLACE	BERKELEY VALE
16	8	LARKSWING	PLACE	BERKELEY VALE
17	6	LARKSWING	PLACE	BERKELEY VALE
18	4	LARKSWING	PLACE	BERKELEY VALE
19	2	LARKSWING	PLACE	BERKELEY VALE
20	13	ANDERSON	ROAD	BERKELEY VALE

If space is insufficient use additional annexure sheet


Surveyor's Reference: 1801552-DP-001-B

ePlan

<b>PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET</b>		Sheet 3 of 5 sheet(s)
<p style="text-align: right; margin-right: 10px;">Office Use Only</p> <p>Registered:  17/04/2019</p> <p><b>PLAN OF SUBDIVISION OF LOT 8</b> DP 816552</p>	<p style="text-align: right; margin-right: 10px;">Office Use Only</p> <p style="font-size: 24pt; text-align: center; margin-top: 20px;"><b>DP1250613</b></p>	
<p>Subdivision Certificate number: ..... 17.2.019 .....</p> <p>Date of Endorsement: ..... 27.3.2019 .....</p>		<p><small>This sheet is for the provision of the following information as required:</small></p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals- see 196D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"> <li>1. EASEMENT TO DRAIN WATER 1.5, 2 WIDE AND VARIABLE WIDTH (D)</li> <li>2. RESTRICTION ON THE USE OF LAND 8, 15 AND VARIABLE WIDTH (B)</li> <li>3. POSITIVE COVENANT</li> <li>4. RESTRICTION ON THE USE OF LAND 5 WIDE AND VARIABLE (V)</li> <li>5. RESTRICTION ON THE USE OF LAND</li> <li>6. POSITIVE COVENANT</li> <li>7. RESTRICTION ON THE USE OF LAND</li> <li>8. RESTRICTION ON THE USE OF LAND</li> <li>9. RESTRICTION ON THE USE OF LAND 2 WIDE (F)</li> <li>10. RESTRICTION ON THE USE OF LAND</li> <li>11. POSITIVE COVENANT</li> <li>12. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (E)</li> <li>13. EASEMENT FOR SUPPORT 0.2, 0.4, 0.8 AND 1.5 WIDE (R)</li> <li>14. RESTRICTION ON THE USE OF LAND</li> <li>15. RESTRICTION ON THE USE OF LAND</li> <li>16. EASEMENT FOR ELECTRICITY PURPOSES 0.5 WIDE (P)</li> <li>17. EASEMENT FOR DRAINAGE OF SEWAGE OVER EXISTING LINE OF PIPES (APPROXIMATE POSITION) (S)</li> </ol>		
<p><small>If space is insufficient use additional annexure sheet</small></p>		
<p>Surveyor's Reference: 1801652-DP-001-B</p>		

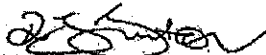
ePlan

**PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 5 sheet(s)

<p>Office Use Only</p> <p>Registered:  17/04/2019</p> <p>PLAN OF SUBDIVISION OF LOT 8 DP 816552</p> <p>Subdivision Certificate number: ..... 17-20A .....</p> <p>Date of Endorsement: ..... 27.3.2019 .....</p>	<p>Office Use Only</p> <p style="font-size: 24pt; text-align: center;"><b>DP1250613</b></p> <p>This sheet is for the provision of the following information as required:</p> <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 185D Conveyancing Act 1919</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
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**Executed by Port Pacific Estates Pty Ltd as owner of Lot 8 in D.P. 816552**

**EXECUTED** by PORT PACIFIC ESTATES )  
 PTY LIMITED (ACN 112 832 685) pursuant )  
 to Section 127 of the Corporations Act )  
 2001 (Cth) by: )

  
 .....  
 Signature of authorised person

RAYMOND JOHN BURTON  
 .....  
 Print name of authorised person





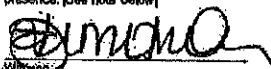



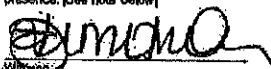



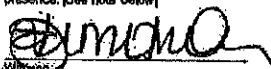
DIRECTOR  
 .....  
 Office held

  
 .....  
 Signature of authorised person

SHARYN BURTON  
 .....  
 Print name of authorised person

SECRETARY  
 .....  
 Office held

If space is insufficient use additional annexure sheet

ePlan											
<b>PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET</b> Sheet <u>5</u> of <u>5</u> sheet(s)											
Office Use Only <b>Registered:</b>  17/04/2019 <b>PLAN OF SUBDIVISION OF LOT 8</b> DP 816652	Office Use Only  <h1 style="margin: 0;">DP1250613</h1>										
This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li> <li>• Statement(s) 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>											
Subdivision Certificate number: <u>17.2.2019</u> Date of Endorsement: <u>27.3.2019</u>											
<p><b>Deed</b></p> <p>Certified correct for the purposes of the Real Property Act 1900 by the Transferor's/Lessee's/Prescribed Authority's (strike out those not applicable) attorneys who signed this dealing pursuant to the power of attorney specified.</p> <p>Signed, sealed and delivered for:          ERIC Alpha Asset Corporation 1 Pty Ltd          ACN 612 874 044          ERIC Alpha Asset Corporation 2 Pty Ltd          ACN 612 976 023          ERIC Alpha Asset Corporation 3 Pty Ltd          ACN 612 975 032          ERIC Alpha Asset Corporation 4 Pty Ltd          ACN 612 976 078          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 2016          by its attorneys under power of attorney          registered book 4734 no. 388</p> <p style="text-align: right;">at</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: bottom;">           sign here &gt;             Attorney  <b>NIGEL PETER JOHN LOWRY</b> </td> <td style="width: 50%; vertical-align: bottom;">           sign here &gt;             Attorney  <b>TREVOR MARK ARMSTRONG</b> </td> </tr> <tr> <td style="border-top: 1px solid black; padding-top: 5px;">           print name            _____         </td> <td style="border-top: 1px solid black; padding-top: 5px;">           print name            _____         </td> </tr> </table> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: bottom;">           I certify that I am an eligible witness and that the Transferor's/Lessee's/Prescribed Authority's (strike out those not applicable) attorney signed this dealing in my presence. [See note below]         </td> <td style="width: 50%; vertical-align: bottom;">           I certify that I am an eligible witness and that the Transferor's/Lessee's/Prescribed Authority's (strike out those not applicable) attorney signed this dealing in my presence. [See note below]         </td> </tr> <tr> <td style="border-top: 1px solid black; padding-top: 5px;">           sign here &gt;             Witness  <b>Sharon Lee Daley</b> </td> <td style="border-top: 1px solid black; padding-top: 5px;">           sign here &gt;             Witness  <b>Effie Dimitriou</b> </td> </tr> <tr> <td style="border-top: 1px solid black; padding-top: 5px;">           print address <u>570 GEORGE ST, SYDNEY</u> </td> <td style="border-top: 1px solid black; padding-top: 5px;">           print address <u>570 GEORGE ST, SYDNEY</u> </td> </tr> </table> <p style="font-size: small; margin-top: 10px;">*s17 RP Act requires that you must have known the signatory for more than 12 months or have signed identifying documentation.</p> <p style="text-align: center; margin-top: 20px;">If space is insufficient use additional annexure sheet</p> <p>Surveyor's Reference: 1801652-DP-001-B</p>		sign here >  Attorney <b>NIGEL PETER JOHN LOWRY</b>	sign here >  Attorney <b>TREVOR MARK ARMSTRONG</b>	print name _____	print name _____	I certify that I am an eligible witness and that the Transferor'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 Transferor's/Lessee's/Prescribed Authority's (strike out those not applicable) attorney signed this dealing in my presence. [See note below]	sign here >  Witness <b>Sharon Lee Daley</b>	sign here >  Witness <b>Effie Dimitriou</b>	print address <u>570 GEORGE ST, SYDNEY</u>	print address <u>570 GEORGE ST, SYDNEY</u>
sign here >  Attorney <b>NIGEL PETER JOHN LOWRY</b>	sign here >  Attorney <b>TREVOR MARK ARMSTRONG</b>										
print name _____	print name _____										
I certify that I am an eligible witness and that the Transferor'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 Transferor's/Lessee's/Prescribed Authority's (strike out those not applicable) attorney signed this dealing in my presence. [See note below]										
sign here >  Witness <b>Sharon Lee Daley</b>	sign here >  Witness <b>Effie Dimitriou</b>										
print address <u>570 GEORGE ST, SYDNEY</u>	print address <u>570 GEORGE ST, SYDNEY</u>										

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 Conveyancing Act 1919.**

(Sheet 1 of 13 Sheets)

Plan: **DP1250613** Subdivision of Lot 8 D.P 816552, covered by Subdivision Certificate No: **17-2019** dated: **27-3-2019**

Full name and address of the owner of the land:

Port Pacific Estates Pty Limited  
 (ACN 112 832 685)  
 P O Box 473  
 Smithfield Qld 4878

**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 to Drain Water 1.5, 2 wide and variable width (D)	1 2 4 5 6 9 11 12 15  16 17 18 20	2, 3 3 5, 6, 7 6, 7 7 8 10, 12, 13 13 14, Central Coast Council 17, 18, 19 18, 19 19 14, 15, 16, 17, 18, 19, Central Coast Council
2.	Restriction on the Use of Land 8, 15 wide and variable width (B)	1, 7, 8, 12, 13, 14, 15, 16, 17, 18, 19, 20	Central Coast Council

②

ePlan  
 (Sheet 2 of 13 Sheets)

Plan: **DP1250613** Subdivision of Lot 8 D.P 816552, covered by Subdivision  
 Certificate No: 17-2019  
 dated: 27-3-2019

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:
3.	Positive Covenant	1, 7, 8, 12, 13, 14, 15, 16, 17, 18, 19, 20	Central Coast Council
4.	Restriction on the Use of Land 5 wide and variable (V)	7, 8, 12, 13, 14, 15	Central Coast Council
5.	Restriction on the Use of Land	14, 15	Central Coast Council
6.	Positive Covenant	7, 8, 12, 13, 14, 15	Central Coast Council
7.	Restriction on the Use of Land	1, 15, 16, 17, 18, 19	Central Coast Council
8.	Restriction on the Use of Land	12, 13, 14, 15	Central Coast Council
9.	Restriction on the Use of Land 2 wide (F)	15, 20	Central Coast Council
10.	Restriction on the Use of Land	1 - 19 inclusive	Central Coast Council
11.	Positive Covenant	1 - 19 inclusive	Central Coast Council
12.	Easement for Electricity and Other purposes 3.3 wide (E)	1	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
13.	Easement for Support 0.2, 0.4, 0.8 & 1.5 wide (R)	5, 6, 7, 9, 10, 16, <del>20</del> 11, 13 14, 16 15, 16	Central Coast Council 12 15 20
14.	Restriction on the Use of Land	Each Lot	Central Coast Council

(Sheet 3 of 13<sup>Plan</sup> Sheets)

Plan: **DP1250613** Subdivision of Lot 8 D.P 816552, covered by Subdivision  
Certificate No: 17.2019  
dated: 27-3-2019

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:
15.	Restrictions on the Use of Land	Each lot except Lot 20	Every other lot except Lot 20
16.	Easement for Electricity Purposes 0.5 wide (P)	15	20
17.	Easement for Drainage of Sewage Over Existing Line of Pipes (Approximate Position) (S)	16	Central Coast Council

#### Part 2 (Terms)

- Terms of Easement to Drain Water firstly referred to in the abovementioned plan.  
Easement to drain water in the form set out in Schedule 8 of the Conveyancing Act 1919.
- Terms of Restriction on the Use of Land secondly referred to in the abovementioned plan.  
No buildings, other than class 10b structures, shall be constructed in the area hereby burdened and denoted (B) in the abovementioned plan.
- Terms of Positive Covenant thirdly referred to in the abovementioned plan.  
The proprietors of the lots hereby burdened shall at all times manage the entire property as an Inner Protection Area (IPA) as outlined within Section 4.1.3 and Appendix 2 and 5 of 'Planning for Bushfire Protection 2006' and the NSW Rural Fire Service's document 'Standards for Asset Protection Zones'.
- Terms of Restriction on the Use of Land fourthly referred to in the abovementioned plan.  
No native vegetation shall be removed within the area hereby burdened and denoted (V) on the abovementioned plan.
- Terms of Restriction on the Use of Land fifthly referred to in the abovementioned plan.



(Sheet 4 of 13 <sup>of Plan</sup> Sheets)

Plan: **DP1250613** Subdivision of Lot 8 D.P 816552, covered by Subdivision  
Certificate No: 17.2019  
dated: 27.03.2019

No *Melaleuca biconvexa* shall be removed from the lots hereby burdened.

**Part 2 (continued)**

6. Terms of Positive Covenant sixthly referred to in the abovementioned plan.

The registered proprietor of the lots hereby burdened shall maintain and manage the lot in accordance with the requirements of the Vegetation Management Plan prepared by Conacher Consulting Pty Limited dated August 2017.

7. Terms of Restriction on the Use of Land seventhly referred to in the abovementioned plan.

No direct vehicular access to or from the lots hereby burdened shall be permitted onto Anderson Road.

8. Terms of Restriction on the Use of Land eighthly referred to in the abovementioned plan.

No direct vehicular access to or from the lots hereby burdened shall be permitted onto Gordon Vaughan Road.

9. Terms of Restriction on the Use of Land ninthly referred to in the abovementioned plan.

No erection of any building or structure or any alteration to the overland stormwater drainage flow path shall be permitted within the area of the flow path denoted (F) in the abovementioned plan without the express written consent of Central Coast Council.

10. Terms of the Restriction on the Use of Land tenthly referred to in the abovementioned plan.

The registered proprietors covenant with the Central Coast Council (Council) that they will not:

- (a) Do any act, matter or thing which would prevent the structure and works from operating in an efficient manner.
- (b) Make any alterations or additions to the structure and works or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the structure and works without the express written consent of the authority.
- (c) This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

**Structure and Works** shall mean the on-site stormwater detention system constructed on the land as set out in the plans approved by Council No: DA/1442/2016 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

(Sheet 5 of 13 <sup>ePlan</sup> Sheets)

Plan: **DP1250613** Subdivision of Lot 8 D.P 816562, covered by Subdivision  
Certificate No: 17.2019  
dated: 27.3.2019

The Act means the Conveyancing Act 1919.  
Part 2 (continued)

11. Terms of Positive Covenant eleventhly referred to in the abovementioned plan

The registered proprietors covenant with the Central Coast Council (Council) that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:

- (a) The registered proprietor will:
- (i) Keep the structure and works clean and free from silt, rubbish and debris;
  - (ii) Maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.
- (b) For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.
- (c) The registered proprietors shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure of any component of the OSD, or failure to clean, maintain and repair the OSD.
- (d) By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F(2) (a) of the Act is hereby agreed to be amended accordingly.
- (e) Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
- (i) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in IV hereof.
  - (ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction:
    - (I) Any expense reasonably incurred by it in exercising its powers under subparagraph i hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.

(Sheet 6 of 13 <sup>ePlan</sup> Sheets)

Plan: **DP1250613** Subdivision of Lot 8 D.P 816552, covered by Subdivision  
Certificate No: 17-2019  
dated: 27-3-2019

**Part 2 (continued)**

(ii) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

(f) This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

**Structure and Works** shall mean the on-site stormwater detention system constructed on the land as set out in the plans approved by Council No: DA /1442/2018 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

12. Terms of Easement for Electricity and other purposes 3.3 wide twelfthly referred to in the abovementioned plan.

An Easement is created on the terms and conditions set out in memorandum registered number AK 980903. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

13. Terms of Easement for Support 0.2, 0.4, 0.8 and 1.5 wide thirteenthly referred to in the abovementioned plan.

(a) The owner of the lot benefited may:

(i) Construct and maintain on the lot burdened, but only within the site of this easement, whatever batter, embankment or retaining wall is reasonably necessary to support the surface or subsurface of the lot benefited or any part of it, or any structure or works on the lot benefited, and

(ii) Do anything reasonably necessary for that purpose, including:

- (i) entering the lot burdened, and
- (ii) taking anything on to the lot burdened, and
- (iii) carrying out work.

(b) The owner of the lot burdened must not:

(i) Interfere with the batter, embankment or retaining wall or the support it offers, or

(Sheet 7 of <sup>aPlan</sup> 13 Sheets)

Plan: **DP1250613** Subdivision of Lot 8 D.P 816552, covered by Subdivision  
Certificate No: 17-2019  
dated: 27.3.2019

**Part 2 (continued)**

- (ii) Use the site of this easement, or any other part of the lot burdened, or any other land, in the way which may detract from the stability of or the support provided by the batter, embankment or retaining wall.
- (c) If the owner of the lot burdened:
  - (i) Does or allows anything to be done which damages the batter, embankment or retaining wall or impairs its effectiveness, the owner of the lot benefited may serve not less than 14 days' notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.
  - (ii) Does not comply with the notice, the owner of the lot benefited may enter and repair the damage and remove the impairment and may recover any reasonable costs from the owner of the lot burdened.
- (d) In exercising those powers (whether or not after serving such a notice), the owner of the lot benefited must:
  - (i) Ensure all work is done properly, and
  - (ii) Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (iii) Cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (iv) Restore the lot burdened as nearly as is practicable to its former condition and
  - (v) Make good any collateral damage.
- 14. Terms of Restriction on the Use of Land fourteenthly referred to in the abovementioned plan.  
No non-habitable rooms in dwellings erected on the lots hereby burdened such as garages, storerooms or outbuildings shall be adapted or used for habitable purposes.
- 15. Terms of Restrictions on the Use of Land fifteenthly referred to in the abovementioned plan.
  - (a) No building intended for use as a single dwelling shall be erected or permitted to remain erected on the lot hereby burdened other than a dwelling house:
    - (i) having a gross living floor area exclusive of patios, pergolas and outdoor living areas and garage of not less than one hundred and seventy (170) square metres;
    - (ii) having a tiled, Colorbond, slate or shingle roof;

P

(Sheet 8 of 13<sup>original</sup> sheets)

Plan: **DP1250613** Subdivision of Lot 8 D.P 816552, covered by Subdivision  
Certificate No: 17.2019  
dated: 27.3.2019

**Part 2 (continued)**

- (iii) having external walls (exclusive of doors and windows) containing not less than 75% by area of rendered and painted masonry block, clay brick or glass, or any combination of the same.
- (b) No building or buildings intended for use as multiple occupancy dwellings shall be erected or permitted to remain erected on the lot hereby burdened other than a building or buildings:
  - (i) having a combined gross living floor area exclusive of patios, pergolas and outdoor living areas, and garage of not less than two hundred and forty (240) square metres;
  - (ii) having a tiled, Colorbond, slate or shingle roof;
  - (iii) having external walls (exclusive of doors and windows) containing not less than 75% by area of rendered and painted masonry block, clay brick or glass, or any combination of the same.
- (c) No caravan, trailer, mobile home, transportable home, demountable dwelling, garage, shed, temporary structure or other moveable or transportable structure providing residential or accommodation facilities shall be brought onto, erected upon and remain on the lot to be used as a dwelling or residence whether temporary or otherwise by or for any person or persons until after completion of the main dwelling;
- (d) No building or other structure or any part thereof shall be erected or permitted to remain on the lot hereby burdened which has been in any way constructed of used or second hand materials;
- (e) No separate garage, carport or other building shall be erected on each lot burdened except concurrently or following the erection of the main dwelling;
- (f) No water tank shall be installed above ground on any lot burdened unless screened so that it is not visible from the road.
- (g) No stormwater shall be discharged from the lot hereby burdened through any channel, drain or pipe unless it is directed to the On-site Detention System and/or directly to the public drainage system.
- (h) Fences
  - (i) No fence shall be erected on any lot burdened to divide any adjoining land owned by Port Pacific Estates Pty Limited ACN 112 832 685 ("the Company") without the written consent of the Company but such consent shall not be withheld if such fence is erected without expense to the Company;
  - (ii) No fence erected on the lot hereby burdened shall be less than 1.8 metres high;
  - (iii) No fence constructed of palings shall be erected or permitted to remain on the lot hereby



(Sheet 9 of 13<sup>a</sup> Sheets)

Plan: **DP1250613** Subdivision of Lot 8 D.P 816552, covered by Subdivision  
Certificate No: 17.2019  
dated: 27.3.2019

burdened provide that a lapped and capped timber fence shall not for the purposes of this clause be deemed to be a fence constructed of palings;

**Part 2 (continued)**

- (iv) No fence erected on the lot hereby burdened shall extend past the front building alignment of the dwelling ("the Building Line") provided that a lot that has two (2) street frontages may erect a fence forward of the Building Line along one (1) street frontage only for the purposes of enclosing the yard ("the Secondary Street Frontage Fence");
  - (v) No Secondary Street Frontage Fence shall be erected or permitted to remain on the lot hereby burdened unless it incorporates a masonry element that compliments the main dwelling and an appropriate landscaping component forward of the fence line. In-fill panels may feature timber picket, treated tubular steel, powder coated aluminium or stainless steel.
  - (i) No vehicle of ten tonne or more tare and no earthmoving or construction vehicle or machinery shall be parked or stored on any part of the public roadways, public footpaths or on any lot hereby burdened either permanently or temporarily except where it is necessary for construction work being carried out on the lot hereby burdened and may only remain on that part of the public roadways, public footpaths or lot hereby burdened for that purpose.
  - (j) No real estate sign or private advertising sign for the sale of the lot shall be placed on the lot hereby burdened for a period of twelve (12) months from the date the abovementioned plan is registered as a Deposited Plan except for those signs authorised by the Company.
  - (k) No lot shall be allowed to become overgrown with grass and weeds or infested by vermin and should be kept clean and tidy by the registered proprietor of the lot for a period of two (2) years from the date the abovementioned plan is registered as a Deposited Plan.
  - (l) Except for paragraphs (c), (f), (g), (h) and paragraph (i) hereof the restrictions herein imposed shall expire at midnight on the 31<sup>st</sup> December 2027.
16. Terms of Easement for Electricity Purposes sixteenthly referred to in the abovementioned plan.  
Easement for Electricity Purposes in the form set out in Schedule 8 of the Conveyancing Act 1919.
17. Terms for Drainage of Sewage seventeenthly referred to in the abovementioned plan.  
Easement for Drainage of Sewage in the form set out in Schedule 4A of the Conveyancing Act 1919.

(Sheet 10 of 13 <sup>ePlan</sup> Sheets)

Plan: **DP1250613** Subdivision of Lot 8 D.P 816552, covered by Subdivision  
Certificate No: 17.2019  
dated: 27.3.2019

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

Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385)

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENTS FIRSTLY AND THIRTEENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Central Coast Council

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTIONS FIFTEENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The Company until the expiry of two (2) years from the date on which the abovementioned plan is registered as a Deposited Plan and thereafter by the person or persons being the Registered Proprietor of any lot having the benefit of the said Restriction on the Use of Land at that time, other than streets or other public areas, and having a common boundary with the lot or lots in respect of which it is desired to release vary or modify the said Restriction on the Use of Land.





(Sheet 11 of 13 Sheets)<sup>ePlan</sup>

Plan: **DP1250613** Subdivision of Lot 8 D.P 816552, covered by Subdivision  
Certificate No: 17.2019  
dated: 27.3.2019

Executed by Port Pacific Estates Pty Limited as owner of Lot 8 in D.P. 816552

EXECUTED by PORT PACIFIC ESTATES }  
PTY LIMITED (ACN 112 832 685) pursuant }  
to Section 127 of the Corporations Act }  
2001 (Clh) by: }

  
.....  
Signature of authorised person  
RAYMOND JOHN BURTON  
.....  
Print name of authorised person  
DIRECTOR  
.....  
Office held

  
.....  
Signature of authorised person  
SHARYN BURTON  
.....  
Print name of authorised person  
SECRETARY  
.....  
Office held



ePlan  
(Sheet 12 of 13 Sheets)

Plan: **DP1250613** Subdivision of Lot 8 D.P 816552, covered by Subdivision  
Certificate No: 17.2.2019  
dated: 27.3.2019

Deed

Certified correct for the purposes of the Real Property Act 1906 by the  
Transferor'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 612 976 023  
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 616 217  
493

on behalf of Alpha Distribution  
Ministerial Holding Corporation  
pursuant to s. 38 of the Electricity  
Network Assets (Authorised  
Transactions) Act 2018  
by its attorneys under power of attorney  
registered book 4784 no. 368

at

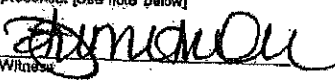
sign here >   
Attorney  
NIGEL PETER JOHN LOWRY

sign here >   
Attorney  
TREVOR MARK ARMSTRONG

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

print name  
I certify that I am an eligible witness and  
that the Transferor'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

sign here >   
Witness  
Effie Dimitriou

print address 570 GEORGE ST SYDNEY print address 570 GEORGE ST, SYDNEY

\*s 117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

P

(Sheet 13 of 13 <sup>aPlan</sup> Sheets)

Plan: **DP1250613** Subdivision of Lot 8 D.P 816552, covered by Subdivision  
Certificate No: 17.2019  
dated: 27.3.2019

Central Coast Council by its authorised delegate pursuant to S.377 of the Local Government Act, 1993

Signature of Witness ..... *P. Anderson*  
Name of Witness ..... **PETER ANDERSON**  
Address of Witness ..... **2 HELY STREET**  
..... **WYONG, NSW 2259**

Signature of Authorised Officer ..... *R. Peterson*  
Name of Authorised Officer ..... **ROSS PETERSON**  
Position of Authorised Officer ..... **SUBDIVISION CERTIFICATE P.C.A**



*P*

MEMORANDUM OF TRANSFER  
(REAL PROPERTY ACT, 1900)

A988992M

ELIZABETH HARGRAVES of Norville

"D"

(Trusts must not be disclosed in the transfer.)

If a lease, strike out in fee simple, and insert the required alteration.

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of Seventy five pounds

(£75 --) (the receipt whereof is hereby acknowledged) paid to me by

JOSEPH BENTON of Wyong, poultry farmer A988992

A988992

If to two or more, state whether as joint tenants or tenants in common.

do hereby transfer to the transferee

(herein called transferee)

ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if the whole land in the grant or certificate to be transferred. If part only add "and being lot sec. D.P. or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L. G. Act, 1919, should accompany the transfer. Strike out if unnecessary. Covenants should comply with section 89 of the Conveyancing Act, 1919. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

(a)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Northumberland	Tuggarah	part being the whole of Lot 18 as shown on Deposited Plan No. 12003	3390	166

And the transferee covenants with the transferor that for the benefit of the adjoining land in the said Certificate of Title but only during the ownership thereof by the Vendor her executors administrators or assigns other than purchasers on sale that no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the said Transferor her executors administrators and assigns but such consent shall not be withheld if such fence is erected without expense to the said Transferor her executors administrators and assigns and in favour of any person dealing with the said Transferor or her assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. And this restriction may be released varied or modified by the owner or owners for the time being of such adjoining land.

A very short note will suffice.

ENCUMBRANCES, &c., REFERRED TO:

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see p. 2. Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Signed at Norville

the Sixteenth day of June 1923

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

Signed

Elizabeth Hargraves  
Transferor.\*

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Joseph Benton  
Transferee.

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

Joseph Benton  
Transferee.

\* If signed by virtue of any power of attorney, the original must be registered, and an attested copy deposited, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

I, \_\_\_\_\_ mortgagee under Mortgage No. \_\_\_\_\_  
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 192 \_\_\_\_\_

Signed in my presence by \_\_\_\_\_ who is personally known to me.

Mortgagee.

A 988992

W. J. J. 5885

**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.**

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. \_\_\_\_\_ Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 192 \_\_\_\_\_

Signed at the place and on the date above-mentioned, in the presence of—

h Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

**FORM OF DECLARATION BY ATTESTING WITNESS.**

Appeared before me at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, one thousand nine hundred and twenty \_\_\_\_\_ and declared that he personally knew \_\_\_\_\_ the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said \_\_\_\_\_ is \_\_\_\_\_ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

i May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

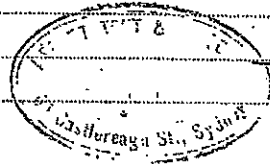
C. T. Wall 7/10/21

**MEMORANDUM OF TRANSFER of**

Acres \_\_\_\_\_ roods \_\_\_\_\_ perches.  
 Lot 18 of P. 12003  
 (Subject to Covenant)  
 Situate \_\_\_\_\_  
 Municipality \_\_\_\_\_  
 Parish \_\_\_\_\_ County \_\_\_\_\_

\_\_\_\_\_ Transferree.  
 Joseph Benton.

**LODGED BY**



Particulars entered in Register Book, Vol. 3390 Fol. 166

the 11 day of October 1923  
 at \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon.

Registrar-General

**DOCUMENTS LODGED HEREWITH.**

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr. M't'gor, etc.

**PROGRESS RECORD.**

	Initials	Date
Sent to Survey Branch	...	...
Received from Records	...	...
Draft written	...	...
Draft examined	...	...
Diagram prepared	...	...
Diagram examined	...	...
Draft forwarded	...	...
Supt. of Engrossers	...	...
Cancellation Clerk	...	...
VOL. 3514		FOL. 185
Diagram Fees		
Additional Folios		

Parties to be resident without the State, but in any other part of the British Dominions, must be signed or acknowledged before the Registrar-General or Recorder of Titles or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

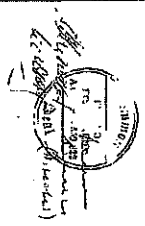
If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Charge d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Registration fee 12/6 for endorsement on first certificate, and 2/6 for each additional certificate included in the Transfer, and 1/6 for every new Certificate of Title issued. Additional Certificate fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

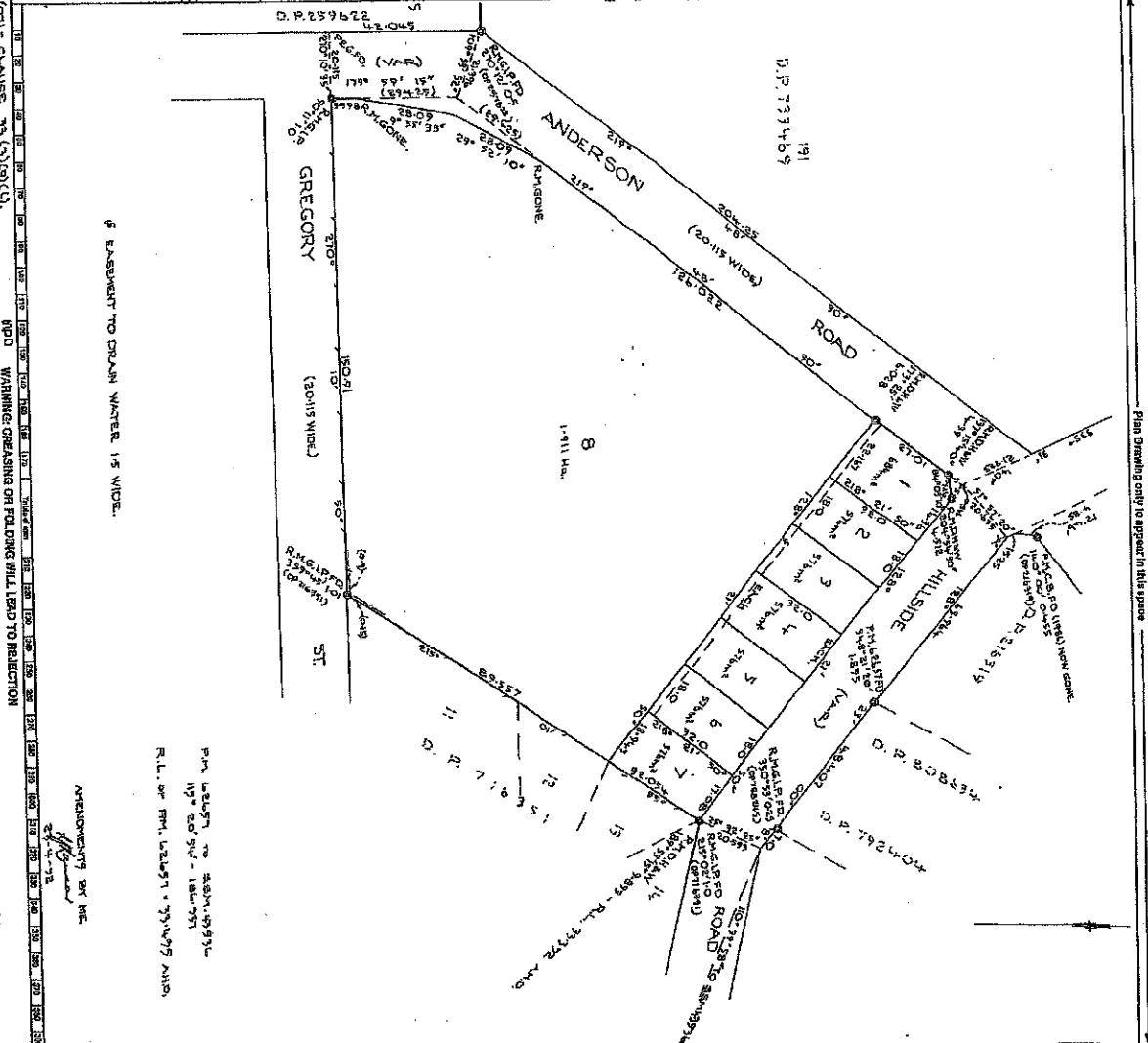
If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office or the Transferor may take out a new Certificate for the residue.

PLAN FORM 2  
 SENSITIVE AND SEALS ONLY



THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION OR RECORDING PURPOSES WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER OF RECORD. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY THE ENGINEER OF RECORD. THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR FOR THE RESULTS OF ANY INVESTIGATION OR CONSTRUCTION NOTED ON THIS PLAN.

Client: Anderson, Gregory, Hillside, Tuggerah, Northumberland  
 Project: Subdivision of Part of Lot 18, DP 12003  
 Date: 13-Jan-1993  
 Engineer: Robert John Robinson, P.E.  
 License No. 11404, State of Wyoming



10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.  
 7th May 1992



OFFICE USE ONLY  
 DP 816552

Registered: 5.5.1991  
 CA: NO 5264 OF 24.3.1992  
 Title System: TORRENS  
 Purpose: SUBDIVISION  
 Map No: U3605-5F  
 Lot No: DP 12003  
 PLAN OF SUBDIVISION OF  
 PT LOT 18, DP 12003

Location: WYONG  
 Name: BERKELEY VALE  
 Name: TUGGERAH  
 Name: NORTHUMBERLAND

Prepared by: ROBERT JOHN ROBINSON  
 Date: 13-Jan-1993  
 Checked by: ROBERT JOHN ROBINSON  
 Date: 13-Jan-1993

FOR THE PURPOSES OF THIS PLAN, THE FOLLOWING ASSUMPTIONS HAVE BEEN MADE:  
 1. THE BOUNDARIES OF THE LANDS SHOWN ON THIS PLAN ARE AS SHOWN AND ARE NOT TO BE CONSIDERED AS A GUARANTEE OF TITLE.  
 2. THE PLAN IS INTENDED TO DEDICATE THE SPACES SHOWN AS ROADS TO THE PUBLIC AS 'ROADS'.  
 3. THE PLAN IS INTENDED TO DEDICATE THE SPACES SHOWN AS 'EASEMENTS TO DRAIN WATER 15 WIDE' AS 'EASEMENTS TO DRAIN WATER 15 WIDE'.  
 4. THE PLAN IS INTENDED TO DEDICATE THE SPACES SHOWN AS 'EASEMENTS TO DRAIN WATER 15 WIDE' AS 'EASEMENTS TO DRAIN WATER 15 WIDE'.

APPROVED BY THE ENGINEER OF RECORD  
 ROBERT JOHN ROBINSON, P.E.  
 License No. 11404, State of Wyoming

U3605-5

Y O O B A A



**INSTRUMENT SETTING OUT TERMS OF RESERVE'S AND RESTRICTIONS  
 AS TO USES PERMITTED TO BE CARRIED OUT BY LOT 7  
 OF THE CONVEYANCING ACT, 1917 (SA 1917:131)**

DP 816552

Page 20 of 3  
 of 3 pages

1. The registered proprietor of the land shown in the plan referred to in clause 1 of the instrument of transfer shall not be entitled to erect or permit to be erected on any lot hereby burdened any building or structure or any part thereof which exceeds the height or depth of any building or structure or any part thereof which is shown on the plan referred to in clause 1 of the instrument of transfer.

(1) No advertisement hoardings or similar structures shall be erected or permitted to remain on any lot hereby burdened.

The aforementioned proprietor shall so long as it retains ownership of any of the land having the benefit of these restrictions have the power to release, vary or modify these restrictions.

2. Terms of Restriction as to Uses, Thirdly, referred to in the aforementioned plan:-

No building shall be erected or permitted to remain on any lot hereby burdened being of two (2) storey construction or have a maximum height in excess of:

- (a) in respect of Lot 7, forty-four point five metres (44.5 metres) above Australian Height Datum;
- (b) in respect of Lot 8, forty-three point five metres (43.5 metres) above Australian Height Datum;
- (c) in respect of Lot 9, forty-four metres (44 metres) above Australian Height Datum.

THE COMMON SEAL OF FRODO BING  
 FRODO BING, Director of the Board of Directors in the presence of:

Secretary



STATE BANK OF NEW SOUTH WALES being a company of the State of New South Wales, in and through its duly authorized officers and agents, do hereby certify that the above is a true and correct copy of the instrument of transfer as registered in the office of the Registrar General of the State of New South Wales, and that the same is a true and correct copy of the instrument of transfer as registered in the office of the Registrar General of the State of New South Wales.

REGISTERED 5-5-1992

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 7th May 1992.

10 20 30 40 50 60 70 80 90 100 110 120 130 140

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESERVATIONS  
 AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 899  
 OF THE CONVEYANCING ACT, 1913 (AS AMENDED)

Page No. 1  
 OF 3 PAGES

DP 816552  
 PART 1

**FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND**  
 Certificate of Title Folio Identifier 18/15008 covered by Shire Clerk's Certificate No. 5744 of 1991.  
 PYONAD PTY. LIMITED a company duly incorporated in the State of New South Wales and having its registered office at 24 Bely Street, Wymong.

1. Identity of easement or restriction firstly referred to in above-mentioned plan:  
 Easement to drain water 1.3 wide

**SCHEDULE OF LOTS ETC. AFFECTED**

Lot Burdened	Lot Benefited
1	3, 4, 5, 6, 7, 8
2	3, 4, 5, 6, 7 & 8
3	4, 5, 6, 7 & 8
4	5, 6, 7 & 8
5	6, 7 & 8
6	7 & 8

2. Identity of Easement or restriction secondly referred to in above-mentioned plan:  
 Restriction as to User

**SCHEDULE OF LOTS ETC. AFFECTED**

Lot Burdened	Lot Benefited
Each lot	Every other lot

3. Identity of Easement or restriction thirdly referred to in above-mentioned plan:  
 Restriction as to User

**SCHEDULE OF LOTS ETC. AFFECTED**

Lot Burdened	Lot Benefited
3, 5 & 7	8

*Handwritten signature*

REGISTERED S-S-1972

110 120 30 40 50 60 70 Table of mm 110 120 30 40

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESERVATIONS  
 AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 899  
 OF THE CONVEYANCING ACT, 1913 (AS AMENDED)

DP 816552

Page No. 2  
 OF 3 PAGES

PART 2

1. Terms of Restriction as to User firstly referred to in the above-mentioned plan:-  
 Easement to drain water in the form set out in Part III of Schedule VIII of the Conveyancing Act, 1919.

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

(a) Not more than one (1) main building shall be erected on any lot hereby burdened.

(b) No main building shall be erected or permitted to remain on any lot hereby burdened having a floor area of less than 120 square metres excluding the floor area of any garage, carport, patio or verandah.

(c) No building shall be erected or permitted to remain on any lot hereby burdened with external walls of masonry other than brick and/or stone and/or glass or such other materials approved in writing by Pyonad Pty. Limited or any combination of the same provided that nothing contained in this covenant shall be construed as to preclude or prohibit the external walls constructed or to be constructed or to be constructed of stone and/or other materials with an external or veneer face of brick.

(d) No building having a roof of other than terra cotta tiles, cement tiles or other material or materials permitted in writing by Pyonad Pty. Limited shall be erected or permitted to remain on any lot hereby burdened.

(e) No building having a flat or section type roof shall be erected or permitted to remain on any lot hereby burdened.

(f) No garage shall be erected or permitted to remain on any lot hereby burdened unless it is under the same roof as the main building.

(g) No paling fence shall be erected or permitted to remain:-

(1) along or within the boundary of any lot hereby burdened which has a common boundary with a public road so as to divide the lot from any such public road unless constructed with new materials and of a height not exceeding 1.8 metres above the ground level;

(11) along or within any boundary of any lot hereby burdened between a public road and the building line as defined by the Wymong Shire Council from time to time.

(h) That for the benefit of any adjoining lot owned by the person or persons who at any time during the ownership thereof by the abovementioned proprietor or proprietors shall be entitled to any lot hereby burdened to divide the same from any adjoining lot in the Deposited Plan without the consent of the

*Handwritten signature*

REGISTERED S-S-1972

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.  
 7th May 1992





ABN 73 149 644 003  
22 June 2023

Imperial Conveyancing  
PO Box 437  
KELLYVILLE NSW 2155

Dear Sir/Madam

**Property:** Lot 18 DP 1250613  
4 Larkswing Place, BERKELEY VALE NSW 2261  
**Your Reference:** SUKHBIR:246562

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 02 4306 7900.

Yours faithfully

A handwritten signature in blue ink, appearing to be "MW", with a horizontal line extending to the right.

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

Attach



**Wyong Office:** 2 Hely St / PO Box 20 Wyong NSW 2259 | **P:** 02 4306 7900

**Gosford Office:** 91-99 Mann Street, Gosford – **P:** 02 4306 7900

**E** [ask@centralcoast.nsw.gov.au](mailto:ask@centralcoast.nsw.gov.au) | **W** [www.centralcoast.nsw.gov.au](http://www.centralcoast.nsw.gov.au) | ABN 73 149 644 003



**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 either by careful hand excavation. Council can provide an on-site advisory service on request to assist in site 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.

Base 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 intend to act on any cadastre information shown on this plan should verify such information by consulting the Department of Finance and Services before so acting.



**Central Coast Council  
Sewer Mains Diagram**

Not to Scale

Issue Date: 22/06/2023

**Legend**

- Access Chamber
- Dead End
- Lamp Pole
- Sewer Manhole
- Vacuum Pot
- Valve
- Private Pump Station
- Pump Station
- Treatment Plant
- Retention Main
- Trunk Main
- Resuscitation 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:** SUKHBIR:246562

22 June 2023

Imperial Conveyancing  
PO Box 437  
KELLYVILLE NSW 2155

Dear Sir/Madam

**4 Larkswing Place, BERKELEY VALE NSW 2261**  
**Lot 18 DP 1250613**

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 02 4306 7900.

Yours faithfully

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

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

Attachment:



**Wyong Office:** 2 Hely St / PO Box 20 Wyong NSW 2259 | **P:** 02 4306 7900

**Gosford Office:** 91-99 Mann Street, Gosford – **P:** 02 4306 7900

**E** [ask@centralcoast.nsw.gov.au](mailto:ask@centralcoast.nsw.gov.au) | **W** [www.centralcoast.nsw.gov.au](http://www.centralcoast.nsw.gov.au) | ABN 73 149 644 003

4 Larkswing Place, BERKELEY VALE NSW 2261  
 Lot 18 DP 1250613

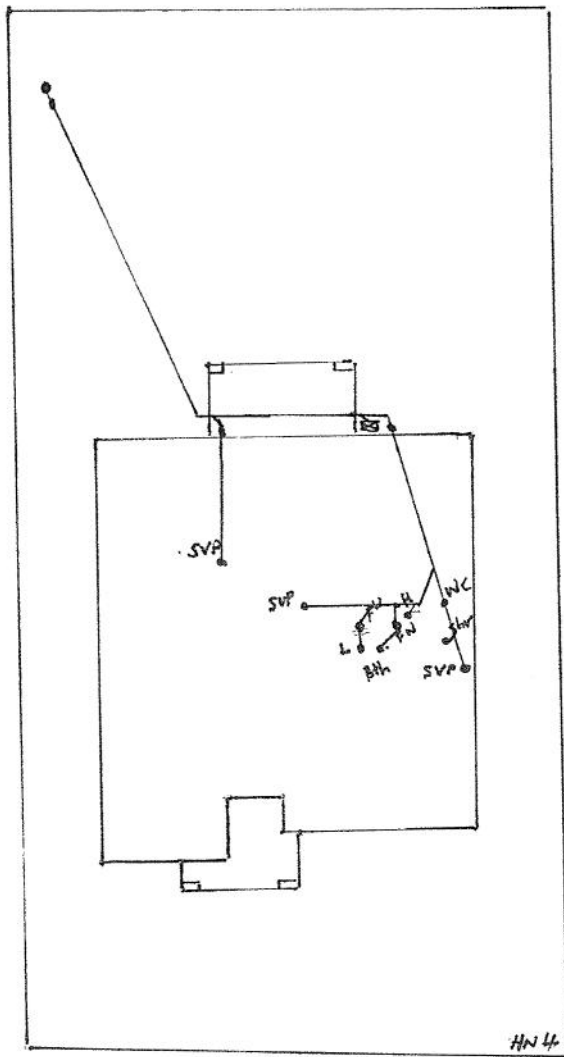
SEWER SERVICE DIAGRAM

Lot No 18 DP No 1250613 House No 4 Street LARKSWING  
 SUBURB OF Berkeley Vale LGA \_\_\_\_\_  
 Licence No 244361 SCALE 1:200 SSD \_\_\_\_\_  
 Signature \_\_\_\_\_ Now/CoC No \_\_\_\_\_ Date 9.3.2020

	Boundary Trap	AAV	Air Admittance Valve	BS	Sink (bar)		Chamber
	Inspection Shaft	H	Basin	(L)	Trough Laundry		Pit
	Inspection Opening	Bth.	Bath Waste	WC	Water Closet		G Grease Interceptor
	Gully	Bid	Bidet		Vertical Pipe		Pump Unit
	FW	CO	Clean Out		Waste Stack		Onsite Treatment System
	Vertical Junction	FW	Floor waste Gully		Sewer Vent Pipe		Reflex Valve
	Sloped Junction	Shr	Shower		Vent Pipe		Capped Point
	On back Junction	S	Sink (kitchen)	IPMF	Induct Pipe Mica Flap		Sealed
							Provisional (future) drain point

NOTE Further acceptable abbreviations may be used as identified in AS/NZS 3500.2.2003 Sanitary Plumbing and Drainage Table 6.1 and OFT Sewer Service Diagram Requirements.

THIS PLAN IS DIAGRAMMATIC ONLY  
 DISTANCES SCALED FROM THIS PLAN MAY NOT BE ACCURATE



Larkswing place

HN 4

# Certificate in respect of insurance for residential building work

**Policy No:** HBCF19060115

**Policy Date:** 06/12/2019

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

<b>Period of Insurance</b>	The contract of insurance provides cover for both the construction period and the warranty period.
<b>In respect of</b>	New Single Dwelling Construction
<b>Description of construction as advised by builder^</b>	Residential Home
<b>At</b>	
	4 Larkswing Place
	Berkeley Vale New South Wales 2261
<b>Site plan number^</b>	NA
<b>Site plan type^</b>	NA
<b>Homeowner</b>	Alastair & Esthelita Herft
<b>Carried out by</b>	MONTGOMERY HOMES PTY LTD
<b>Licence number</b>	68655C
<b>Builder job number^</b>	
<b>Contract amount^</b>	\$434,075.00
<b>Contract date^</b>	12/12/2019 (Proposed)
<b>Premium paid</b>	\$2,886.60
<b>Cost of additional products or services under contract</b>	Nil - no additional services.
<b>Price (including GST and Stamp Duty)</b> <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract.</small>	\$3,461.03

**^Additional information**

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

**Certificate No:** HBCF19060115

**Issued on:** 06/12/2019



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

**icare** HBCF

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

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

**OCCUPATION CERTIFICATE NO. 190391/1**

Issued under Part 6 of the Environmental Planning and Assessment Act 1979

**APPLICANT**

Name of person having benefit of the development consent:  
Address:

**A & E Herft  
C/- Montgomery Homes  
PO Box 2280, Belmont NSW 2280  
Phone: 4945 4000**

**Contact Details:**

Consent Authority/Local Government Area:  
Complying Development Certificate No:  
Date of Complying Development Certificate:

**Central Coast Council - Wyong  
190391/1  
31/01/2020**

**PROPOSAL**

Address of Development:  
Lot No:  
DP No:  
Building Code of Australia Classification:  
Type of Construction:  
This certificate relates to:

**4 Larkswing Pl, Berkeley Vale NSW 2261  
18  
1250613  
Class 1a  
N/A  
Occupation or use of a new building (whole  
building).**

Description of development:  
Scope of building works covered by this Certificate:  
Exclusions:  
Attachments:  
Fire Safety Schedule:  
Date of Application for Occupation Certificate:  
Date of Application Received:

**Dwelling House  
Dwelling House  
Nil  
Schedule 1  
N/A  
18/06/2020  
06/08/2020**

**PRINCIPAL CERTIFIER**

**John Parkinson for and on behalf of  
City Plan Services Pty Ltd**

**ACCREDITATION NUMBER**

**BDC0317**

*That I, John Parkinson, as the principal certifier, certify that:*

- A current Development Consent is in force for the building;
- A Complying Development Certificate has been issued with respect to the plans and specifications for the building;
- The building is suitable for occupation or use in accordance with its Classification under the Building Code of Australia;
- Where required, a Final Fire Safety Certificate has been issued for the building;
- Where required, a report from the Commissioner of Fire Brigades has been considered; and
- In the case of a partial occupation certificate, the building will not constitute a hazard to the health or safety of the occupants in the building.

**DETERMINATION**

Approval dated this **29** **September** **2020**



John Parkinson  
Senior Building Regulations Consultant



Imperial Conveyancing  
PO Box 437  
KELLYVILLE NSW 2155

## SECTION 10.7(2) PLANNING CERTIFICATE

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

<b>Fee Paid:</b>	\$62.00
<b>Receipt No:</b>	18969241
<b>Receipt Date:</b>	20 June 2023
<b>Property Address:</b>	4 Larkswing Place, BERKELEY VALE NSW 2261
<b>Property Description:</b>	Lot 18 DP 1250613
<b>Property Owner:</b>	Mr A S G Herft and Mrs E B Herft
<b>Certificate No:</b>	63296
<b>Reference No:</b>	SUKHBIR SINGH:246331
<b>Date of Issue:</b>	20-Jun-2023

The information contained within this certificate relates to the land.



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

**Gosford Office:** 91-99 Mann Street, Gosford

P 02 4306 7900 | 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>NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS</b>
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**(1) Environmental Planning Instruments and Development Control Plans which apply to the land**

Central Coast Local Environmental Plan 2022

Central Coast Development Control Plan 2022

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

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

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

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

Proposed Standard Instrument (Local Environmental Plans) Order 2006

Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021

Proposed State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

Proposed State Environmental Planning Policy (Housing) 2021

Proposed State Environmental Planning Policy (Planning Systems) 2021

<b>2</b>	<b>ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS</b>
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**(a) Identity of the Zone**

Lot 18 DP 1250613

R2 Low Density Residential

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

(i) development that may be carried out within the zone without the need for development consent,

(ii) development which may not be carried out within the zone except with development consent and

(iii) development which is prohibited within the zone.

**(c) Whether additional permitted uses apply to the land**

Additional Permitted Uses **do not** apply to this land.

**(d) 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.

**(e) Land includes or comprises critical habitat**

No

**(f) Land is in a conservation area**

No

**(g) Item of environmental heritage is situated on the land**

None

<b>3</b>	<b>CONTRIBUTION PLANS</b>
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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>4</b>	<b>COMPLYING DEVELOPMENT</b>
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**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*?**

#### **HOUSING CODE**

Complying Development under the Housing Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### **RURAL HOUSING CODE**

Complying development under the Rural Housing Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### **LOW RISE HOUSING DIVERSITY CODE**

Complying Development under the Low Rise Housing Diversity Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### **GREENFIELD HOUSING CODE**

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

#### **HOUSING ALTERATIONS CODE**

Complying development under the Housing Alterations Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### **GENERAL DEVELOPMENT CODE**

Complying development under the General Development Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

### **INDUSTRIAL AND BUSINESS ALTERATIONS CODE**

Complying development under the Industrial and Business Alterations Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

### **INDUSTRIAL AND BUSINESS BUILDINGS CODE**

Complying development under the Industrial and Business Buildings Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

### **CONTAINER RECYCLING FACILITIES CODE**

Complying Development under the Container Recycling Facilities Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

### **SUBDIVISIONS CODE**

Complying development under the Subdivisions Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

### **DEMOLITION CODE**

Complying development under the Demolition code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

### **FIRE SAFETY CODE**

Complying development under the Fire Safety Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

## **AGRITOURISM AND FARM STAY ACCOMMODATION CODE**

Complying development under the Agricultural and Farm Stay Accommodation Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

<b>5</b>	<b>EXEMPT DEVELOPMENT</b>
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**Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.16(1) (b1)–(d) or 1.16A.**

### **GENERAL EXEMPT DEVELOPMENT CODE**

Exempt development under the General Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

### **ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE**

Exempt development under the Advertising and Signage Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

### **TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE**

Exempt development under the Temporary Uses and Structures Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

<b>6</b>	<b>AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (<i>BUILDING PRODUCT SAFETY ACT 2017</i>)</b>
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1(a) Is there any affected building notice of which the council is aware that is in force in respect of the land?

No

1(b) 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

1(c) 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

In this section—

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

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

<b>7</b>	<b>LAND RESERVED FOR ACQUISITION</b>
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Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

Nil

<b>8</b>	<b>ROAD WIDENING AND ROAD ALIGNMENT</b>
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(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 realignment or road widening under the above.

(c) COUNCIL RESOLUTIONS

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

<b>9</b>	<b>FLOOD RELATED DEVELOPMENT CONTROLS</b>
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(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) In this section—

**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.

10

**COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS**

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

In this section—

**adopted policy** means a policy adopted—

- (a) by the council, or
- (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11

**BUSH FIRE PRONE LAND**

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

12

**LOOSE-FILL ASBESTOS INSULATION**

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.

13

**MINE SUBSIDENCE**

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

14

**PAPER SUBDIVISION INFORMATION**

- (1) The name of any development plan adopted by a relevant authority that:
  - (a) applies to this land or
  - (b) 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 10

of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning and Assessment Act 1979*.

<b>15</b>	<b>PROPERTY VEGETATION PLANS</b>
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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>16</b>	<b>BIODIVERSITY STEWARDSHIP SITES</b>
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Council **has not** been notified by the Director-General of the Department of Planning 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 the *Threatened Species Conservation Act 1995*, Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016*, Part 5.

<b>17</b>	<b>BIODIVERSITY CERTIFIED LAND</b>
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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 the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

<b>18</b>	<b>ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006</b>
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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>19</b>	<b>ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS</b>
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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.

In this section—

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

**Note—**

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

<b>20</b>	<b>WESTERN SYDNEY AEROTROPOLIS</b>
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Not applicable to Central Coast Local Government Area

<b>21</b>	<b>DEVELOPMENT CONSENT 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 and Environment in respect of the land.

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

<b>22</b>	<b>SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING</b>
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Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Environment in respect of the land.

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

**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 02 4306 7900.

Karen Hansen  
**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