

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Stone Real Estate 1b/31 Wyong Road, Tumbi Umbi, NSW 2261	Phone: (02) 4388 8888 Ref: Reece Caira
co-agent		
vendor	Christopher Thomas Hodgekiss and Lucy Kate Roe	
vendor's solicitor	Reid Lawyers & Associates Pty Ltd 257 The Entrance Road, The Entrance NSW 2261 PO Box 147, The Entrance NSW 2261	Phone: 02 4332 3899 Email: conveyancing@reidlawyers.com.au Ref: SR:AH:225930593
date for completion	3 months after the contract date	(clause 15)
land (address, plan details and title reference)	8 Farmer Avenue, Wyee, New South Wales 2259 Registered Plan: Lot 213 Plan DP 1232264 Folio Identifier 213/1232264	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: as marked <input type="checkbox"/> 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 type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input checked="" 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 checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: Smoke detector
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER												
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>												
VENDOR (COMPANY)	PURCHASER (COMPANY)												
<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> </tr> </table>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>	<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> </tr> </table>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>
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<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>												

ChoicesVendor 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** NO yes (if yes, vendor must provide

(GST residential withholding payment)

further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th 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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 of –
 • either *party* *serving* notice of the event happening;
 • every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 • the end of the time for the event to happen.

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

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Additional Special Conditions

33. Amendments to the standard contract conditions

- 33.1 Clause 7.1.1 is amended by replacing '5%' with '1%'.
- 33.2 Clause 10.1.4 is amended by inserting the words 'and/or mechanical breakdown' after the word 'tear'.
- 33.3 Clause 18 is amended by adding the following:
"18.8 The purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".

34. Acknowledgements and warranties

- 34.1 The parties acknowledge that the terms and conditions set out in this (**Contract**) contain the entire agreement as concluded between the parties notwithstanding any negotiations or discussions held, documents signed or brochures produced or statements made prior to the execution of the Contract and the purchaser warrants that they have not entered into this Contract as a result of any warranty or representation made by the vendor or anyone on behalf of the vendor, or any other party.
- 34.2 The purchaser warrants that they have entered into this Contract relying on their own enquires and inspection of the property and has not been induced to enter into this contract by any statement, warranty or representation, whether express or implied, made by or on behalf of the vendor in respect of the property or anything relating thereto and the purchaser shall be deemed to have satisfied themselves in this respect.
- 34.3 The purchaser warrants that they have not been introduced to the vendor or the property hereby sold by a Real Estate Agent other than the vendor's agent named on the front page of this Contract. The purchaser indemnifies the vendor against liability for any commission arising from a breach of this warranty and the costs incurred in defending any such claim for commission made against the vendor by any agent other than the vendor's agent named on the front page of this Contract. This special condition 34.3 shall not merge on completion.

- 34.4 The purchaser must rely on their own inspections and enquiries as to the installation of smoke alarms in the property. The purchaser cannot raise a requisition, object, claim compensation, rescind, terminate or delay completion should the vendor not have complied with the provisions of the regulations under the *Environmental Planning and Assessment Act 1979* relating to the installation of smoke alarms in the property.
- 34.5 The purchaser warrants that each of the purchasers are ordinarily resident in Australia as defined in the *Foreign Takeovers Act 1975* (Cth) and that the provisions of the *Foreign Takeovers Act* requiring the obtaining of consent to this transaction does not apply to the purchasers and to this purchase.
- 34.6 The purchaser acknowledges that the vendor has entered into this Contract on the purchaser's warranty that the purchaser does not require credit and/or finance in order to pay for the property or if the purchaser requires credit and/or finance in order to pay for the property, the purchaser has obtained such credit and/or finance on reasonable terms prior to the date of this Contract.
- 34.7 Subject to Section 52A of the *Conveyancing Act 1919 (NSW)* and the *Conveyancing Act (Sale of Land) Regulation 2010 (NSW)*, the purchaser acknowledges that they are purchasing the property and all its inclusions and improvements as a result of their own inspections and inquiries and in the condition and state of repair as at the date of this contract and subject to any existing water, sewerage, drainage, gas, electricity, telephone and other connections and services passing through or over the property.
- 34.8 For the avoidance of doubt, the property and all of its inclusions and improvements are sold in its present condition and state of repair, subject to all:
- (a) defects whether latent or patent;
 - (b) condition, state of repair, dilapidation or infestation (if any);
 - (c) fair wear and tear;
 - (d) the nature, location, availability or non-availability of the services or defects in services;
 - (e) any underground or surface stormwater drain passing through or over the property or any manhole vent on the property;
 - (f) any rainwater downpipe being connected to the sewer;

- (g) any failure to comply with the *Swimming Pools Act 1992 (NSW)*;
- (h) whether or not the property complies with the regulations under the *Environmental Planning and Assessment Act 1979 (NSW)* relating to the installation of smoke alarms.
- (i) unavailability of any keys and remotes;
- (j) all telephone or electricity lines whether the property of any local authority or third party or any posts, fittings or fixtures, therefore erected on or passing over or through the property or to any easements in respect thereof or the absence of any such easements, any non-compliance, that is disclosed herein, with the *Local Government Act 1993 (NSW)* or any Ordinance under the Act in respect of any building, improvement or fixture on the land, any encroachments by or upon the property, any asbestos in the improvements to the property whether disclosed by the vendor or not and as a result of the purchaser's own inspections and enquiries.

34.9 The purchaser acknowledges that they have been given the opportunity of making a thorough inspection of the property and those improvements and inclusions and agrees to accept them in their current state of repair, order, and condition. The purchaser agrees that they will make no requisition, objection or claim for compensation, delay completion or rescind this Contract regarding any of the matters disclosed in this special condition 34.9 nor will they require the vendor to carry out any repairs or work at all in relation to the property and its improvements and inclusions herein, including cutting the grass, maintaining the lawn or other plants, removal of items or rubbish on the property, which does not affect the full use and enjoyment of the property.

34.10 The purchaser shall not make any objection, requisition, or claim for compensation if it should be found that any boundary of the land hereby sold is not fenced or that any boundary fence or wall shall not be upon or within such boundary.

34.11 Notwithstanding the provisions of Clauses 7 and 8 of the printed conditions, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of Clause 8 hereof.

34.12 The purchaser shall make no objection, requisition or claim for compensation in respect of any improvements erected thereon or the inclusions which form part of this Contract nor

any of the matters disclosed in this special condition 34; and

34.13 In the event of any conflict between the provisions of the Special Conditions and those contained in the printed conditions to this Contract, the Special Conditions shall prevail.

35. Death, Incapacity or Bankruptcy

If either party prior to completion:

35.1 dies or becomes mentally ill (as defined by the *Mental Health Act 2007 (NSW)*) or becomes bankrupt; or

35.2 if the vendor or purchaser is a company, and resolve to enter into liquidation or provisional liquidation, enter into any scheme or arrangement with its creditors under the *Corporations Act 2001 (Cth)* or have any liquidator, receiver, manager, controller, or administrator appointed in respect of the party or any of its assets then either party can rescind the contract in writing whereupon this contract shall be at an end and the provisions of clause 19 shall apply.

36. Notice to complete

36.1 If either party fails to complete this Contract by the completion date, then either party shall be entitled at any time thereafter to serve a notice to complete, which shall not give less than fourteen (14) days after the date for the service of notice.

36.2 The parties agree that fourteen (14) days is a reasonable and sufficient period for a notice to complete making the time for completion essential.

36.3 If the vendor issues a notice to complete, the purchaser shall allow \$275 (including GST) at settlement to the vendor for additional legal fees incurred in respect of that notice.

36.4 Either party reserves the right to withdraw the notice at any time and reissue an additional notice at any time.

37. Early release of the deposit

37.1 If the vendor so requires, the stakeholder appointed by Clause 2 of the printed conditions is authorised to release to the vendor so much of the deposit as the vendor requires to pay as a deposit on such other real estate as they may elect to purchase and/or for the payment of stamp duty in relation thereto subject to such payment being made accordingly. For the avoidance of doubt, payment will be made to the trust account of an authorised depositholder, being a Real Estate Agent, Solicitor or Conveyancer, over 50s complex, or the Office of State Revenue, and cannot be released further until settlement.

37.2 The purchaser acknowledges and agrees that by entering into this Contract they irrevocably authorise the vendor's agent or representative to release an amount of the deposit as is required by the vendor for the purpose of payment of a deposit and/or stamp duty for a purchase of any property in Australia in accordance with this special condition 37 without providing written notice to the purchaser's legal representative.

37.3 This special condition 37 shall not prejudice the rights of the purchaser in the event of their lawful rescission of this Contract and the vendor shall refund to the purchaser the whole of the deposit paid by the purchaser within one (1) month after such rescission.

38. Deposit to be made available at settlement

The purchaser agrees to authorise the agent to make the deposit available at settlement should the vendor require it to discharge the mortgage or for simultaneous completion of a purchase contract.

39. Survey, Building Certificate, Occupation Certificate

39.1 The vendor does not have a survey certificate, building certificate and/or occupation certificate for the property or the improvements on the land.

39.2 The purchaser shall prior to the signing of this agreement be deemed to have inspected the property and satisfied themselves as to the identification of the property with that as shown in the documents of title and satisfied themselves as to the position of the building(s) on the property and of any boundary walls or encroachments and whether the

provisions of the *Local Government Act 1919* as amended and ordinances thereunder have been complied with.

39.3 The purchaser shall make no objection, requisition or claim for compensation, delay completion, rescind or terminate this Contract in connection with any of the matters contained in this special condition 39 and shall not require the vendor to obtain any survey of the property or building certificate or assist the purchaser to obtain a survey or building certificate prior to completion.

40. Delayed completion

40.1 If the purchaser fails to complete this Contract in accordance with the terms of the Contract and the vendor is ready, willing and able to complete, the purchaser shall pay on completion interest on the balance of the purchase monies at the rate of eight (8%) per cent per annum calculated on a daily basis immediately after the date for completion ending on and including the date of actual completion.

40.2 This special condition 40 is an essential term of this Contract and the purchaser cannot require the vendor to complete until the interest payable under this special condition is paid.

40.3 The interest payable under this special condition 40 is a genuine pre-estimate of the vendor's damages as a result of the purchaser's failure to complete on the completion date and is not a penalty.

40.4 The vendor shall not be obliged to pay the interest set out in this special condition 40 nor allow an adjustment on settlement for any penalties the purchaser may incur as a result of the vendor's inability to settle on the date for completion.

40.5 The purchaser shall make no objection, requisition or claim for compensation, delay completion, rescind or terminate this Contract in connection with any of the matters disclosed in this special condition 40.

41. Cancellation of settlement

If the purchaser cancels settlement after appropriate arrangements have been made, the purchaser shall allow at settlement an amount of \$165.00 for each cancellation (inclusive of GST). This amount is a genuine pre-estimate of the vendor's additional legal costs incurred as a result of each cancellation.

42. Less than a 10% deposit

If the purchaser pays a deposit of less than ten per cent (10%) of the purchase price herein, the parties agree that notwithstanding the provisions of Clause 9, should the purchaser default in any manner referred to in that clause, the vendor will be at liberty to claim from the purchaser an amount equivalent to ten (10%) per cent of the purchase price (to include the deposit payable hereunder) from the purchaser.

43. GST

43.1 If GST applies to this transaction, the purchaser must pay the GST in addition to the purchase price and indemnify the vendor from liability for GST. The purchaser shall not be entitled to require the vendor to complete this contract unless the GST is paid to the vendor on completion and it is an essential term of this Contract that GST be paid.

43.2 For the purposes of this Contract GST means any consumption tax imposed by the Government by whatever name which applies to this transaction and includes without limitation a goods and services tax, a broad-based consumption tax, indirect tax and value added tax.

44. Deposit Bond or Bank Guarantee

If the vendor agrees to accept a Deposit Bond or Bank Guarantee, the following applies:

44.1 The delivery of the Deposit Bond or Bank Guarantee to the vendor's representative or other person nominated in this contract to hold the deposit, to the extent of the amount guaranteed under the Bond, is deemed to be payment of the deposit in accordance with this contract.

44.2 On completion of this contract, the purchaser shall pay to the vendor the amount stipulated under the Bond or Guarantee in addition to all other monies payable under this contract.

44.3 If the vendor serves a notice terminating this contract, then to the extent that the amount has not already been paid by the guarantor under the Bond or Guarantee, then the purchaser shall immediately pay the outstanding balance of the deposit to the vendor's representative or other person nominated in this contract.

44.4 The vendor agrees that the payment of the outstanding balance of the deposit by the guarantor under the Bond or Guarantee shall satisfy the purchaser's obligation for payment under additional special condition 44.3.

45. Guarantee and indemnity if the purchaser is a company

If the purchaser of the property is a company, the officers or persons who sign the Contract on behalf of the company or who attest the Seal of the Company on this Contract:

45.1 jointly and separately guarantee all obligations of the purchaser under this Agreement including the payment of the purchaser price; and

45.2 jointly and separately indemnify the vendor in respect of any default of the purchaser under this Agreement.

This guarantee and indemnity is given by each guarantor as principal and is not discharged or released by any release or variation of this Agreement between the vendor and the purchaser.

46. Error in adjustment of outgoings

Should any apportionment of outgoings required to be made under this Contract be overlooked or incorrectly calculated on completion, the vendor and purchaser agree that, upon being so requested by the other party, that the correct calculation be made and paid to the party to whom it is payable by the party liable for the payment. This special condition 46 shall not merge on completion of this contract.

47. Requisitions on title

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

48. Electronic contract

If either party elects to sign the Contract using DocuSign or by other electronic means, then the following provisions shall apply:

48.1 the other party agrees to accept a DocuSigned counterpart contract for the purposes of exchange and settlement.

48.2 there is no obligation to provide an original wet signature counterpart contract.

48.3 either party will not make any claims, rescind, terminate, or delay completion in connection with any of the matters raised in this special condition 48.

49. If the contract indicates that the sale is subject to existing tenancies

49.1 The Purchaser acknowledges that, as at the date of this Contract, the Property is sold subject to an existing lease, copies of which are annexed to the Contract.

49.2 The Purchaser shall acquire the property subject to the tenancy as disclosed in the lease attached to the Contract.

49.3 If any of the tenants pursuant to the lease are in occupation as at the date of completion, the vendor shall give to the purchaser an attornment notice addressed to each tenant and shall allow to the purchaser on completion the amount of any rental bond paid by such tenant.

49.4 The purchaser shall not make any objection or make any requisition or claim for compensation or seek to delay completion if any tenant pursuant to the lease is in default as at the date of completion or has vacated that part of the property which is the

subject of this lease as at the date of completion.

49.5 The purchaser acknowledges that, if any tenant has vacated any part of the property prior to the date of completion or has had their lease terminated prior to such date, the purchaser will effect settlement pursuant to the Contract without any reduction in the purchase price or claim for compensation or damages whatsoever and on the basis that that part of the property which has been vacated by such tenant was sold and always intended to be sold with vacant possession.

50. If the Contract indicates that the sale is subject to a land tax adjustment:

50.1 The purchaser hereby authorises the release of the deposit to the vendor the amount assessed by the Office of State Revenue to discharge the vendors' land tax liability in respect of the subject property, if required.

50.2 If the deposit becomes refundable to the purchaser, the vendor shall reimburse the purchaser for the land tax payment.

50.3 No further authority of consent for the payment to Office of State Revenue will be required from the purchaser other than as contained in this additional clause.

51. Condition of sale by auction

51.1 The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

(a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences (but not if the auction relates solely to livestock).

(b) A bid for the vendor 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 vendor.

(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 interests of the vendor.
- (f) A bidder is taken to be bidding on the bidder's own behalf 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.

51.2 The following conditions, in addition to those prescribed by subclause (51.1), are prescribed as applicable to and in respect of the sale by auction of 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) Subject to subclause (51.3), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
- (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

51.3 The following conditions, in addition to those prescribed by subclauses (51.1) and (51.2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

- (a) More than one vendor bid may be made to purchase the interest of a co-owner.
- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

51.4 The following condition, in addition to those prescribed by subclause (51.1), is prescribed as applicable to and in respect of the sale by auction of livestock—The purchaser of livestock must pay the stock and station agent who conducted the auction (or under

whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

(a) if that amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or

(b) if that amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

52. Hunter Water Corporation – Location of Internal Drainage Diagram

For the purposes of Schedule 1 Conveyancing (Sale of Land) Regulation 2017, Hunter Water Corporation does not provide a plan showing the location of any internal sewer lines on the land from the point of connection to the authority's sewer main (including the point of connection). The purchaser shall make no objection, requisition, or claim for compensation, delay completion, rescind or terminate this Contract in connection with any of the matters contained in this special condition 52.

53. Retaining works

The vendor discloses there are some retaining works being completed at the property and warrants they will be completed prior to settlement. The purchaser shall make no objection, requisition, or claim for compensation, delay completion, rescind or terminate this Contract in connection with any of the matters contained in this special condition 53.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Christopher Thomas Hodgekis and Lucy Kate Roe
Purchaser:
Property: 8 Farmer Avenue, Wyee NSW 2259
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations

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

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
28. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



FOLIO: 213/1232264

SEARCH DATE	TIME	EDITION NO	DATE
7/7/2023	3:22 PM	3	3/12/2019

LAND

LOT 213 IN DEPOSITED PLAN 1232264
 AT WYEE
 LOCAL GOVERNMENT AREA LAKE MACQUARIE
 PARISH OF MORISSET COUNTY OF NORTHUMBERLAND
 TITLE DIAGRAM DP1232264

FIRST SCHEDULE

CHRISTOPHER THOMAS HODGEKISS
 LUCY KATE ROE
 AS JOINT TENANTS (T AP732576)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 EXCEPTING THE LAND BELOW A DEPTH FROM THE SURFACE OF 15.24 METRES BY THE CROWN GRANT
- 3 DP1232264 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1232264 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1232264 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
- 6 AP732577 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PLAN FORM 2 (A2)

DP1232264

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 4 sheets

CLAUSE 69 OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017

FROM	TO	HEIGHT	DIFFERENCE	METHOD
PM45984	SSM90628	5.526	-0.369	DIFFERENTIAL LEVELLING
PM45984	PM61498	5.526	-5.696	DIFFERENTIAL LEVELLING
PM61498	SSM90621	5.526	-4.990	DIFFERENTIAL LEVELLING
SSM90621	SSM90622	5.526	-1.150	DIFFERENTIAL LEVELLING
SSM90622	SSM90625	5.526	-5.157	DIFFERENTIAL LEVELLING
SSM90625	SSM90628	5.526	-2.715	DIFFERENTIAL LEVELLING
SSM90628	SSM90629	5.526	-6.643	DIFFERENTIAL LEVELLING
SSM90629	SSM90627	5.526	-0.915	DIFFERENTIAL LEVELLING
SSM90627	PM45984	5.526	+7.319	DIFFERENTIAL LEVELLING
PM45984	PM161498	5.526	-8.237	DIFFERENTIAL LEVELLING

CLAUSE 71 OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017

SCHEDULE OF REFERENCE MARKS

No	BEARING	DISTANCE	DESCRIPTION	ORIGIN
RM1	107°26'	5.905	RM SSM 190620 FD	DP1232263
RM2	150°30'30"	0.99	RMBP FD	DP1232263
RM3	329°43'30"	0.46	RMBP FD	R 30800.1603
RM4	107°51'	12.225	PEGS & RMBP FD	DP1232263
RM5	317°04'30"	15.23	REF TREE (LIST RM) FD	N 8892.2111
RM6	317°04'30"	20.57	REF TREE (OBS) DEAD FD	N 8892.2111

CLAUSE 71 OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017

HEIGHT SCHEDULE

MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
PM 45984	4.1362	B	2	FROM SCMS - DATUM VALIDATION	FOUND
PM 161498	35.468	B	2	FROM SCMS - DATUM VALIDATION	FOUND
SSM 168538	35.837	LD	L4	SCMS ADOPTED	FOUND
SSM 190620	29.772	LD	L4	-	PLATED
SSM 190621	26.282	LD	L4	-	PLATED
SSM 190622	30.589	LD	L4	-	PLATED
SSM 190624	25.132	LD	L4	-	PLATED
SSM 190625	26.661	LD	L4	-	PLATED
SSM 190626	33.304	LD	L4	-	PLATED
SSM 190627	33.125	LD	L4	-	PLATED
SSM 190628	25.746	LD	L4	-	PLATED

- DATE OF SCMS COORDINATES: 7-06-2019
- (1) EASEMENT FOR DRAINAGE OF WATER 5 WIDE (NO.8)
 - (2) EASEMENT FOR DRAINAGE OF WATER 5 WIDE (NO.9)
 - (3) EASEMENT FOR DRAINAGE OF WATER 5 WIDE (NO.10)
 - (4) EASEMENT FOR DRAINAGE OF WATER 5 WIDE (NO.10)
 - (5) EASEMENT FOR ENTRY WALL VARIABLE WIDTH
 - (6) EASEMENT FOR ENTRY WALL VARIABLE WIDTH
 - (7) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 15 WIDE & VARIABLE (DP1232263)
 - (8) EASEMENT FOR WATER SUPPLY AND SEWAGE SERVICES 22.24, 27 WIDE & VARIABLE (DP1232263)
 - (9) EASEMENT FOR WATER SUPPLY AND SEWAGE SERVICES 22.24, 27 WIDE & VARIABLE (DP1232263)
 - (10) EASEMENT FOR WATER SUPPLY AND SEWAGE SERVICES 22.24, 27 WIDE & VARIABLE (DP1232263)
 - (11) EASEMENT FOR WATER SUPPLY AND SEWAGE SERVICES 22.24, 27 WIDE & VARIABLE (DP1232263)
 - (12) EASEMENT FOR WATER SUPPLY AND SEWAGE SERVICES 22.24, 27 WIDE & VARIABLE (DP1232263)
 - (13) EASEMENT FOR WATER SUPPLY AND SEWAGE SERVICES 22.24, 27 WIDE & VARIABLE (DP1232263)
 - (14) EASEMENT FOR WATER SUPPLY AND SEWAGE SERVICES 22.24, 27 WIDE & VARIABLE (DP1232263)
 - (15) EASEMENT FOR WATER SUPPLY AND SEWAGE SERVICES 22.24, 27 WIDE & VARIABLE (DP1232263)

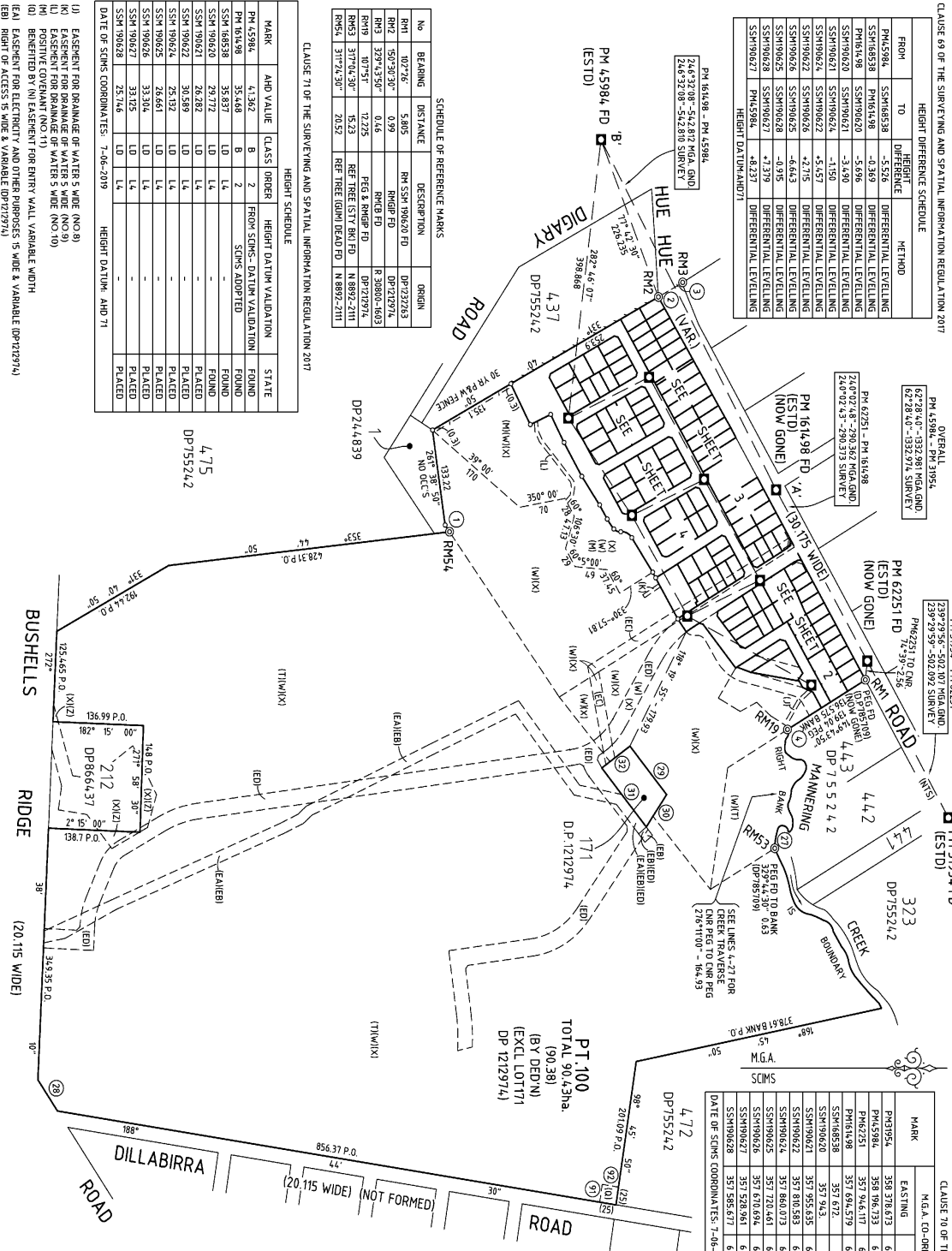
SURVEYOR
 Name: MURRAY PAUL EDWARDS
 Date: 13 JUNE 2019
 Reference: 239240-DP-003-K-REPORT
 2017 MTD00 (0667)

PLAN NUMBER
 PLAN OF SUBDIVISION OF LOT 411 DP1232263,
 LOT 172 DP1232264, LOT 215 DP880081 AND
 LOT 16 DP870597 AND EASEMENT IN LOT 412
 DP1232263

L.G.A.: LAKE MACQUARIE
 Locality: WYEE
 Reduction Ratio: 1:4,000
 Lengths are in metres

REGISTERED
 19.08.2019

DP1232264



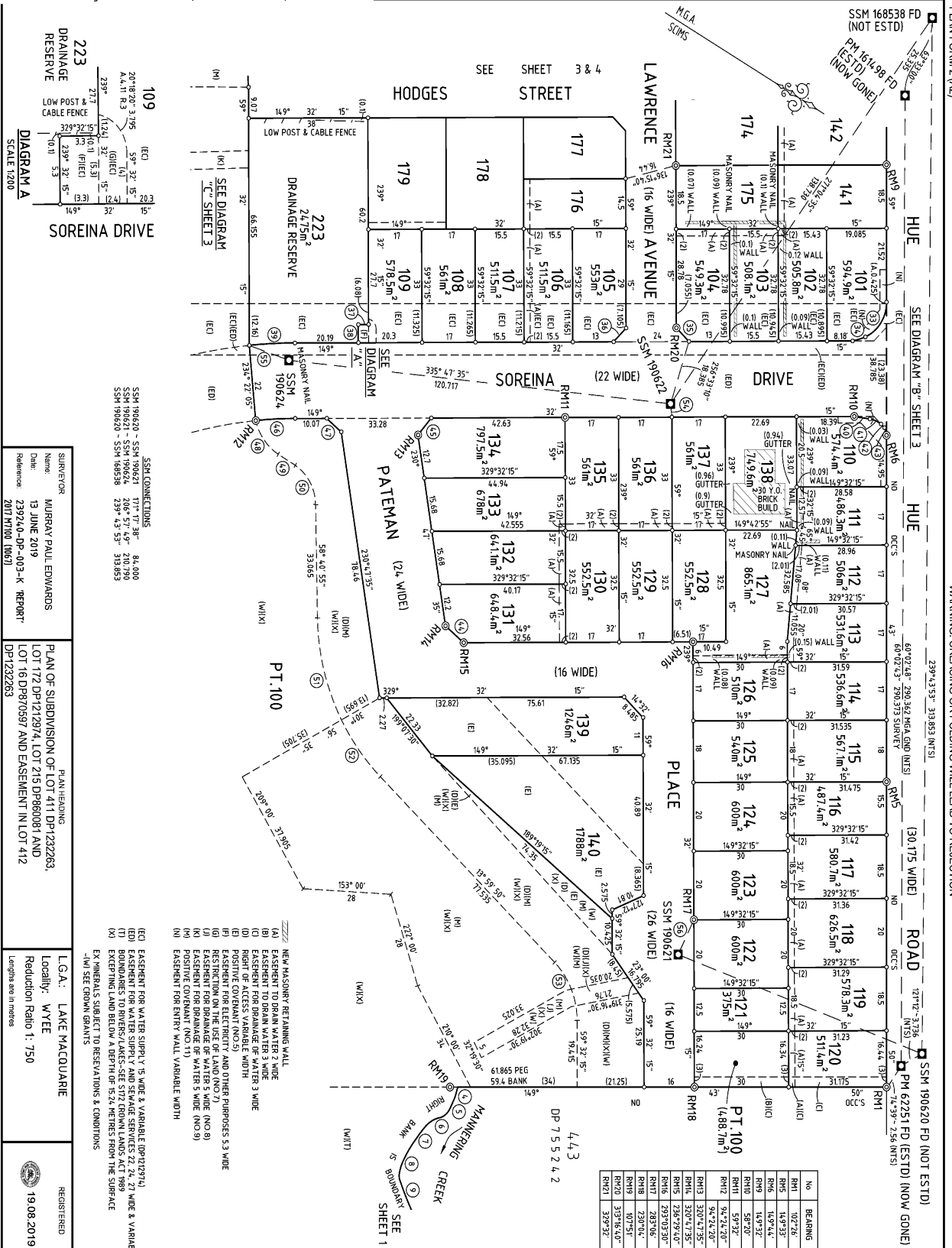
CLAUSE 71 OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	STATE
PM45984	358 378.673	6 327 145.925	A	1	FROM SCMS	FOUND
PM45984	358 196.133	6 327 150.066	B	2	FROM SCMS	FOUND
PM61498	357 946.117	6 327 891.120	A	1	FROM SCMS	FOUND (NOW GONE)
PM61498	357 694.579	6 327 146.167	B	2	FROM SCMS	FOUND (NOW GONE)
SSM168538	357 612.	6 327 735.	U	U	FROM SCMS	FOUND
SSM190620	357 943.	6 327 893.	U	U	FROM SCMS	FOUND
SSM190621	357 955.635	6 327 800.038	C	4	TRAVERSER	PLATED
SSM190622	357 800.583	6 327 732.278	C	4	TRAVERSER	PLATED
SSM190624	357 860.073	6 327 622.193	C	4	TRAVERSER	PLATED
SSM190625	357 720.461	6 327 538.135	C	4	TRAVERSER	PLATED
SSM190626	357 670.694	6 327 64.7391	C	4	TRAVERSER	PLATED
SSM190627	357 528.961	6 327 544.252	C	4	TRAVERSER	PLATED
SSM190628	357 585.677	6 327 4.11924	C	4	TRAVERSER	PLATED

SCHEDULE OF SHORT LINES

No	BEARING	CHORD
1	224°02'55"	114.5
2	337°40'30"	33.13
3	329°43'30"	17.62
4	77°52'	3.98
5	86°55'	3.35
6	117°44'	8.77
7	98°42'	6.69
8	85°45'	9.48
9	49°01'	11.22
10	18°52'	22.11
11	75°10'	7.95
12	15°46'	12.88
13	138°45'	16.27
14	168°53'	10.42
15	96°41'	6.84
16	106°14'	15.66
17	72°21'	7.35
18	61°32'	6.34
19	81°14'	13.85
20	107°48'	7
21	140°13'	4.06
22	237°04'	6.91
23	204°12'	6.95
24	147°14'	8.56
25	104°48'	10.3
26	99°51'	9.73
27	92°35'	7.27
28	235°23'30"	52.265 P.O.
29	50°23'35"	87.35 P.O.
30	124°15'20"	54.83 P.O.
31	230°34'15"	106.14 P.O.
32	354°34'25"	52.259 P.O.
33	218°15'30"	25
34	8°41'30"	25

THE LOCATION OF THE SURVEYED PART OF THE LOT 100 EXISTING BANK BOUNDARY AS SHOWN ON PLAN DP1232264 IS THE SAME AS SHOWN ON PLAN DP1232264



SCHEDULE OF SHORT LINES & CURVES

No	BEARING	CHORD	ARC	RADIUS
1	77°52'	3.98	-	-
2	86°54'	3.35	-	-
3	117°40'	8.77	-	-
4	98°42'	6.69	-	-
5	85°45'	9.48	-	-
6	40°01'	11.22	-	-
7	93°28'40"	4.21	12.885	11
8	133°29'40"	4.21	12.885	11
9	194°21'55"	5.66	-	-
10	104°21'55"	5.66	-	-
11	329°32'15"	5.3	-	-
12	326°51'10"	14.525	14.53	161
13	158°09'10"	5.04	-	-
14	352°19'40"	3.805	3.885	9
15	14°38'	1.515	-	-
16	4°23'17.00"	2.355	2.39	4
17	160°10'	7.59	-	-
18	146°57'10"	6.51	12.545	139
19	160°10'	7.59	-	-
20	235°20'	12.135	12.44	16.25
21	0°31'15"	6.215	-	-
22	30°10'15"	13.125	13.685	13.75
23	45°18'45"	30.64	30.92	66.25
24	22°58'10"	20.685	20.15	66.25
25	36°48'10"	18.395	18.88	23.15
26	5°17'2"	4.225	-	-
27	163°32'50"	8.21	-	-
28	163°03'40"	18.705	-	-

SCHEDULE OF REFERENCE MARKS

No	BEARING	DISTANCE	DESCRIPTION	ORIGIN
RM1	102°28'	5.805	RM SSM 190620 FD	DP1232263
RM2	149°44'	3.905	RNDHAW	PLALED
RM3	149°44'	3.92	RNDHAW	PLALED
RM4	58°20'	3.915	RNDHAW'S	PLALED
RM5	59°32'	4.391	RNDHAW'S	PLALED
RM6	94°24'20"	5.25	RNDHAW'S	PLALED
RM7	320°47'25"	5.921	RNDHAW'S	PLALED
RM8	320°47'25"	5.071	RNDHAW'S	PLALED
RM9	238°06'	6.43	RNDHAW'S	PLALED
RM10	107°51'	12.225	REG & RNDHAW FD	DP1232264
RM11	373°36'40"	3.585	RNDHAW'S	PLALED
RM12	329°32'	3.511	RNDHAW'S	PLALED

LEGEND:

- (A) NEW MASONRY RETAINING WALL
- (B) EASEMENT TO DRAIN WATER 2 WIDE
- (C) EASEMENT TO DRAIN WATER 3 WIDE
- (D) EASEMENT TO DRAIN WATER 3 WIDE
- (E) RIGHT OF ACCESS VARIABLE WIDTH
- (F) POSITIVE COVARIANT (NO.5)
- (G) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3 WIDE
- (H) RESTRICTION ON THE USE OF LAND (NO.7)
- (I) EASEMENT FOR DRAINAGE OF WATER (NO.8)
- (J) EASEMENT FOR DRAINAGE OF WATER 5 WIDE (NO.9)
- (K) POSITIVE COVARIANT (NO.11)
- (L) EASEMENT FOR ENTRY WALL VARIABLE WIDTH

SM CONNECTIONS:

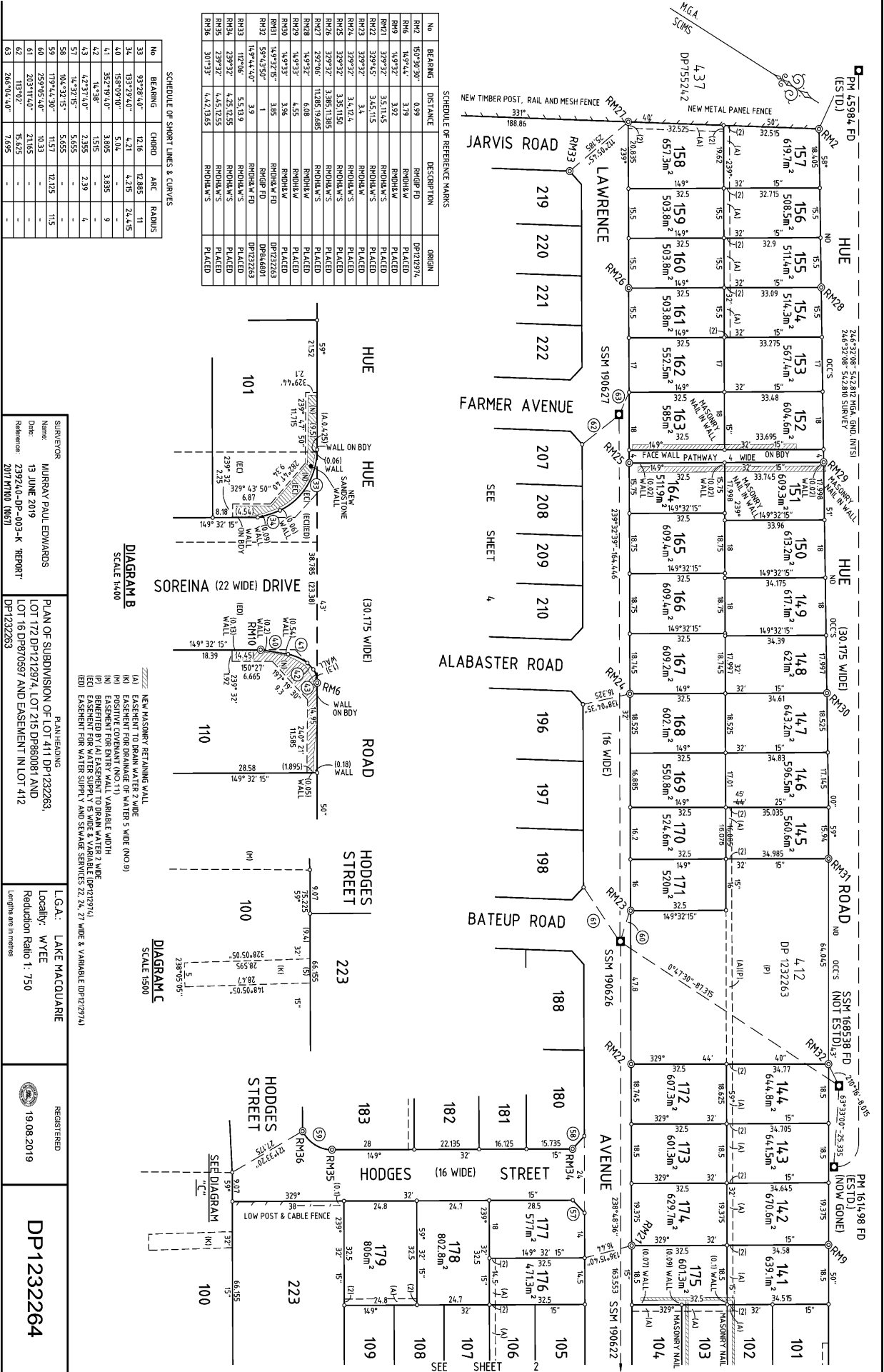
- SSM 190620 - SSM 190621 177° 17' 38" 84.000
- SSM 190621 - SSM 190624 206° 57' 49" 210.790
- SSM 190624 - SSM 190627 239° 43' 53" 313.853
- SSM 190620 - SSM 168538 239° 43' 53" 313.853


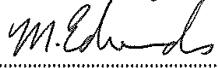
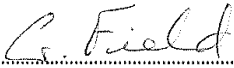
PLAN MARKING:

- PLAN OF SUBDIVISION OF LOT 411 DP1232263, LOT 172 DP1232974, LOT 215 DP880081 AND LOT 16 DP870587 AND EASEMENT IN LOT 412 DP1232263

LOCALITY: LAKE MACQUARIE
 REDUCTION RATIO: 1:750
 REGISTERED: 19.08.2019

DP1232264



PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	SHEET 1 OF 8 SHEET(S)
Office Use Only Registered:  19.08.2019 Title System: TORRENS		Office Use Only <h1 style="text-align: center;">DP1232264</h1>
PLAN OF SUBDIVISION OF LOT 411 DP1232263, LOT 172 DP1212974, LOT 215 DP860081 AND LOT 16 DP870597 AND EASEMENT IN LOT 412 DP1232263		LGA: LAKE MACQUARIE Locality: WYEE Parish: MORISSET County: NORTHUMBERLAND
<p style="text-align: center;">Survey Certificate</p> I, MURRAY PAUL EDWARDS of ADW JOHNSON PTY LIMITED 7/335 HILLSBOROUGH ROAD, WARNERS BAY, NSW 2282 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on OF *(b) The part of the land shown in the plan (*being/*excluding ** PART LOT 100) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on <u>13 JUNE 2019</u> , the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line:.....'A' - 'B' Type: *Urban/*Rural The terrain is *Level-Undulating /*Steep Mountainous. Signature:  Dated: <u>4.07.2019</u> Surveyor Identification No: <u>84</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature:..... Date:..... File Number:..... Office:.....
Plans used in the preparation of survey / compilation. DP 794328 R 30800-1603 DP 846801 N 8892-2111 DP 860081 DP 870597 DP 1212974 DP 1232263		<p style="text-align: center;">Subdivision Certificate</p> I, <u>Gregory Thomas Field</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: - Consent Authority: <u>LAKE MACQUARIE CITY COUNCIL</u> Date of endorsement: <u>24 July 2019</u> Subdivision Certificate number: <u>SC/70/2019</u> File number: <u>DA/1286/2015/A</u> *Strike through if inapplicable.
Surveyor's Reference: 239240-DP-003-K 'REPORT' 2017M7100(1067)		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE SOREINA DRIVE AND LAWRENCE AVENUE TO THE PUBLIC AS PUBLIC ROAD, SUBJECT TO EXISTING EASEMENT FOR WATER SUPPLY 15 WIDE & VARIABLE (DP1212974) AND EASEMENT FOR WATER SUPPLY AND SEWAGE SERVICES 22, 24, 27 WIDE & VARIABLE (DP1212974). IT IS INTENDED TO DEDICATE PATEMAN PLACE, HODGES STREET, BATEUP ROAD, ALABASTER ROAD, FARMER AVENUE AND JARVIS ROAD TO THE PUBLIC AS PUBLIC ROAD. If space insufficient continue on PLAN FORM 6A Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	SHEET 2 OF 8 SHEET(S)																																																																	
Registered: 19.08.2019	Office Use Only	Office Use Only																																																																	
PLAN OF SUBDIVISION OF LOT 411 DP1232263, LOT 172 DP1212974, LOT 215 DP860081 AND LOT 16 DP870597 AND EASEMENT IN LOT 412 DP1232263		<h1 style="margin: 0;">DP1232264</h1>																																																																	
Subdivision Certificate Number: <i>707/2019</i> Date of Endorsement: <i>24 July 2019</i>		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 																																																																	
<p>IT IS INTENDED TO DEDICATE THE PATHWAY 4 WIDE TO THE PUBLIC.</p> <p>IT IS INTENDED TO DEDICATE LOT 223 TO THE PUBLIC AS DRAINAGE RESERVE, SUBJECT TO EASEMENT FOR WATER SUPPLY 15 WIDE & VARIABLE (DP 1212974).</p> <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO:</p> <p>(A) CREATE:-</p> <ol style="list-style-type: none"> 1. EASEMENT TO DRAIN WATER 2 WIDE (A) 2. EASEMENT TO DRAIN WATER 3 WIDE (B) 3. EASEMENT FOR DRAINAGE OF WATER 3 WIDE (C) 4. RIGHT OF ACCESS VARIABLE WIDTH (D) 5. POSITIVE COVENANT 6. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3 WIDE (F) 7. RESTRICTION ON THE USE OF LAND 8. EASEMENT FOR DRAINAGE OF WATER 5 WIDE (J) 9. EASEMENT FOR DRAINAGE OF WATER 5 WIDE (K) 10. EASEMENT FOR DRAINAGE OF WATER 5 WIDE (L) 11. POSITIVE COVENANT 12. EASEMENT FOR ENTRY WALL VARIABLE WIDTH (N) 13. RESTRICTION ON THE USE OF LAND <p style="text-align: center; margin-top: 20px;">THE LOCATION OF THE SURVEYED PART OF THE LOT 100 EXISTING BANK BOUNDARY AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS THAT SHOWN ON PLAN DP1212974</p> <table border="1" style="width:100%; border-collapse: collapse; margin-top: 20px;"> <thead> <tr> <th colspan="5" style="text-align: left; padding: 2px;">CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017</th> </tr> <tr> <th style="width: 10%;">LOT</th> <th style="width: 10%;">STREET No.</th> <th style="width: 20%;">STREET NAME</th> <th style="width: 15%;">STREET TYPE</th> <th style="width: 45%;">LOCALITY</th> </tr> </thead> <tbody> <tr><td>100</td><td>450</td><td>BUSHHELLS RIDGE</td><td>ROAD</td><td>WYEE</td></tr> <tr><td>101</td><td>2</td><td>SOREINA</td><td>DRIVE</td><td>WYEE</td></tr> <tr><td>102</td><td>4</td><td>SOREINA</td><td>DRIVE</td><td>WYEE</td></tr> <tr><td>103</td><td>6</td><td>SOREINA</td><td>DRIVE</td><td>WYEE</td></tr> <tr><td>104</td><td>8</td><td>SOREINA</td><td>DRIVE</td><td>WYEE</td></tr> <tr><td>105</td><td>10</td><td>SOREINA</td><td>DRIVE</td><td>WYEE</td></tr> <tr><td>106</td><td>12</td><td>SOREINA</td><td>DRIVE</td><td>WYEE</td></tr> <tr><td>107</td><td>14</td><td>SOREINA</td><td>DRIVE</td><td>WYEE</td></tr> <tr><td>108</td><td>16</td><td>SOREINA</td><td>DRIVE</td><td>WYEE</td></tr> <tr><td>109</td><td>18</td><td>SOREINA</td><td>DRIVE</td><td>WYEE</td></tr> <tr><td>110</td><td>1433</td><td>HUE HUE</td><td>ROAD</td><td>WYEE</td></tr> </tbody> </table>			CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017					LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY	100	450	BUSHHELLS RIDGE	ROAD	WYEE	101	2	SOREINA	DRIVE	WYEE	102	4	SOREINA	DRIVE	WYEE	103	6	SOREINA	DRIVE	WYEE	104	8	SOREINA	DRIVE	WYEE	105	10	SOREINA	DRIVE	WYEE	106	12	SOREINA	DRIVE	WYEE	107	14	SOREINA	DRIVE	WYEE	108	16	SOREINA	DRIVE	WYEE	109	18	SOREINA	DRIVE	WYEE	110	1433	HUE HUE	ROAD	WYEE
CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017																																																																			
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100	450	BUSHHELLS RIDGE	ROAD	WYEE																																																															
101	2	SOREINA	DRIVE	WYEE																																																															
102	4	SOREINA	DRIVE	WYEE																																																															
103	6	SOREINA	DRIVE	WYEE																																																															
104	8	SOREINA	DRIVE	WYEE																																																															
105	10	SOREINA	DRIVE	WYEE																																																															
106	12	SOREINA	DRIVE	WYEE																																																															
107	14	SOREINA	DRIVE	WYEE																																																															
108	16	SOREINA	DRIVE	WYEE																																																															
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If space insufficient use additional annexure sheet																																																																			
Surveyor's Reference: 239240-DP-003-K																																																																			

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET SHEET 3 OF 8 SHEET(S)	Office Use Only
Registered: 19.08.2019 Office Use Only	DP1232264
PLAN OF SUBDIVISION OF LOT 411 DP1232263, LOT 172 DP1212974, LOT 215 DP860081 AND LOT 16 DP870597 AND EASEMENT IN LOT 412 DP1232263	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate Number: 70/2019 Date of Endorsement: 24 July 2019	

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
111	1435	HUE HUE	ROAD	WYEE
112	1437	HUE HUE	ROAD	WYEE
113	1439	HUE HUE	ROAD	WYEE
114	1441	HUE HUE	ROAD	WYEE
115	1443	HUE HUE	ROAD	WYEE
116	1445	HUE HUE	ROAD	WYEE
117	1447	HUE HUE	ROAD	WYEE
118	1449	HUE HUE	ROAD	WYEE
119	1451	HUE HUE	ROAD	WYEE
120	1453	HUE HUE	ROAD	WYEE
121	27	PATEMAN	PLACE	WYEE
122	25	PATEMAN	PLACE	WYEE
123	23	PATEMAN	PLACE	WYEE
124	21	PATEMAN	PLACE	WYEE
125	19	PATEMAN	PLACE	WYEE
126	17	PATEMAN	PLACE	WYEE
127	15	PATEMAN	PLACE	WYEE
128	13	PATEMAN	PLACE	WYEE
129	11	PATEMAN	PLACE	WYEE
130	9	PATEMAN	PLACE	WYEE
131	7	PATEMAN	PLACE	WYEE
132	5	PATEMAN	PLACE	WYEE
133	3	PATEMAN	PLACE	WYEE
134	1	PATEMAN	PLACE	WYEE
135	9	SOREINA	DRIVE	WYEE
136	7	SOREINA	DRIVE	WYEE
137	5	SOREINA	DRIVE	WYEE
138	3	SOREINA	DRIVE	WYEE
139	18	PATEMAN	PLACE	WYEE
140	20	PATEMAN	PLACE	WYEE
141	1429	HUE HUE	ROAD	WYEE
142	1427	HUE HUE	ROAD	WYEE
143	1425	HUE HUE	ROAD	WYEE
144	1423	HUE HUE	ROAD	WYEE
145	1413	HUE HUE	ROAD	WYEE

If space insufficient use additional annexure sheet

Surveyor's Reference: 239240-DP-003-K


PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET SHEET 4 OF 8 SHEET(S)	
Registered: 19.08.2019 Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 411 DP1232263, LOT 172 DP1212974, LOT 215 DP860081 AND LOT 16 DP870597 AND EASEMENT IN LOT 412 DP1232263	<h1 style="margin: 0;">DP1232264</h1>
Subdivision Certificate Number: <i>SC 70/2019</i> Date of Endorsement: <i>24 July 2019</i>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
146	1411	HUE HUE	ROAD	WYEE
147	1409	HUE HUE	ROAD	WYEE
148	1407	HUE HUE	ROAD	WYEE
149	1405	HUE HUE	ROAD	WYEE
150	1403	HUE HUE	ROAD	WYEE
151	1401	HUE HUE	ROAD	WYEE
152	1399	HUE HUE	ROAD	WYEE
153	1397	HUE HUE	ROAD	WYEE
154	1395	HUE HUE	ROAD	WYEE
155	1393	HUE HUE	ROAD	WYEE
156	1391	HUE HUE	ROAD	WYEE
157	1389	HUE HUE	ROAD	WYEE
158	44	LAWRENCE	AVENUE	WYEE
159	42	LAWRENCE	AVENUE	WYEE
160	40	LAWRENCE	AVENUE	WYEE
161	38	LAWRENCE	AVENUE	WYEE
162	36	LAWRENCE	AVENUE	WYEE
163	34	LAWRENCE	AVENUE	WYEE
164	32	LAWRENCE	AVENUE	WYEE
165	30	LAWRENCE	AVENUE	WYEE
166	28	LAWRENCE	AVENUE	WYEE
167	26	LAWRENCE	AVENUE	WYEE
168	24	LAWRENCE	AVENUE	WYEE
169	22	LAWRENCE	AVENUE	WYEE
170	20	LAWRENCE	AVENUE	WYEE
171	18	LAWRENCE	AVENUE	WYEE
172	10	LAWRENCE	AVENUE	WYEE
173	8	LAWRENCE	AVENUE	WYEE
174	6	LAWRENCE	AVENUE	WYEE
175	4	LAWRENCE	AVENUE	WYEE
176	3	LAWRENCE	AVENUE	WYEE
177	5	LAWRENCE	AVENUE	WYEE
178	3	HODGES	STREET	WYEE
179	5	HODGES	STREET	WYEE
180	2	HODGES	STREET	WYEE

If space insufficient use additional annexure sheet

Surveyor's Reference: 239240-DP-003-K

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** SHEET 5 OF 8 SHEET(S)


<p>Registered:  19.08.2019 Office Use Only</p>	<p>Office Use Only</p> <h1 style="margin: 0;">DP1232264</h1>
<p>PLAN OF SUBDIVISION OF LOT 411 DP1232263, LOT 172 DP1212974, LOT 215 DP860081 AND LOT 16 DP870597 AND EASEMENT IN LOT 412 DP1232263</p>	
<p>Subdivision Certificate Number: <u>70/2019</u>..... Date of Endorsement: <u>24 July 2019</u>.....</p>	
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
181	4	HODGES	STREET	WYEE
182	6	HODGES	STREET	WYEE
183	8	HODGES	STREET	WYEE
184	10	HODGES	STREET	WYEE
185	12	HODGES	STREET	WYEE
186	5	BATEUP	ROAD	WYEE
187	3	BATEUP	ROAD	WYEE
188	1	BATEUP	ROAD	WYEE
189	4	BATEUP	ROAD	WYEE
190	6	BATEUP	ROAD	WYEE
191	14	HODGES	STREET	WYEE
192	16	HODGES	STREET	WYEE
193	18	HODGES	STREET	WYEE
194	5	ALABASTER	ROAD	WYEE
195	3	ALABASTER	ROAD	WYEE
196	15	LAWRENCE	AVENUE	WYEE
197	13	LAWRENCE	AVENUE	WYEE
198	11	LAWRENCE	AVENUE	WYEE
199	4	ALABASTER	ROAD	WYEE
200	6	ALABASTER	ROAD	WYEE
201	20	HODGES	STREET	WYEE
202	22	HODGES	STREET	WYEE
203	24	HODGES	STREET	WYEE
204	7	FARMER	AVENUE	WYEE
205	5	FARMER	AVENUE	WYEE
206	3	FARMER	AVENUE	WYEE
207	23	LAWRENCE	AVENUE	WYEE
208	21	LAWRENCE	AVENUE	WYEE
209	19	LAWRENCE	AVENUE	WYEE
210	17	LAWRENCE	AVENUE	WYEE
211	4	FARMER	AVENUE	WYEE
212	6	FARMER	AVENUE	WYEE
213	8	FARMER	AVENUE	WYEE
214	26	HODGES	STREET	WYEE
215	28	HODGES	STREET	WYEE

If space insufficient use additional annexure sheet

Surveyor's Reference: 239240-DP-003-K

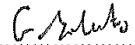
PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** SHEET 6 OF 8 SHEET(S)

<p>Registered:  19.08.2019 Office Use Only</p> <p>PLAN OF SUBDIVISION OF LOT 411 DP1232263, LOT 172 DP1212974, LOT 215 DP860081 AND LOT 16 DP870597 AND EASEMENT IN LOT 412 DP1232263</p> <p>Subdivision Certificate Number: <u>701/2019</u></p> <p>Date of Endorsement: <u>24 July 2019</u></p>	<p>Office Use Only</p> <h1 style="font-size: 2em;">DP1232264</h1> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals - see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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2017

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
216	30	HODGES	STREET	WYEE
217	5	JARVIS	ROAD	WYEE
218	3	JARVIS	ROAD	WYEE
219	31	LAWRENCE	AVENUE	WYEE
220	29	LAWRENCE	AVENUE	WYEE
221	27	LAWRENCE	AVENUE	WYEE
222	25	LAWRENCE	AVENUE	WYEE
223	20	SOREINA	DRIVE	WYEE

Executed by **SALTRO DEVELOPMENTS (NSW) PTY LTD ACN 002 800 820**
 in accordance with Section 127
 of the Corporations Act 2001 in the presence of:



 Signature of Director

GREG SALVESTRO

 Print Name of Director

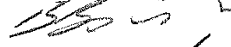


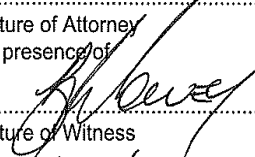
 Signature of Director/ Secretary

RODNEY SALVESTRO

 Print Name of Director/ Secretary

Executed for and on behalf of)
Australia and New Zealand Banking Group Limited)
ACN 005 357 522)
 under Power of Attorney dated 18 NOVEMBER 2002)
 and registered in New South Wales)
 Book 4576 Folio 40. by)
BRETT BOLTON)
 Who certifies that he/she is a)
Senior Manager and that he/she has)
 not received notice of revocation of)
 that Power)



 Signature of Attorney)
 In the presence of)


 Signature of Witness)
BEN HOWEY

 Print name of Witness)
12 STEWART AV NEWCASTLE WEST NSW 2302

 Address of Witness)

If space insufficient use additional annexure sheet

Surveyor's Reference: 239240-DP-003-K

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	SHEET 7 OF 8 SHEET(S)
Registered: 19.08.2019	DP1232264	Office Use Only Office Use Only
PLAN OF SUBDIVISION OF LOT 411 DP1232263, LOT 172 DP1212974, LOT 215 DP860081 AND LOT 16 DP870597 AND EASEMENT IN LOT 412 DP1232263	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
Subdivision Certificate Number: <u>70 / 2019</u> Date of Endorsement: <u>24 July 2019</u>		
<p>Executed by WYEE LAND PTY LTD ACN 624 662 951 in accordance with Section 127 of the Corporations Act 2001 in the presence of:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: center;"></p> <p>..... Signature of Director</p> <p style="text-align: center;"><u>Michael Osbrien</u></p> <p>..... Print Name of Director</p> </div> <div style="width: 45%;"> <p style="text-align: center;"></p> <p>..... Signature of Director/ Secretary</p> <p style="text-align: center;"><u>JOHN STEVENS</u></p> <p>..... Print Name of Director/ Secretary</p> </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: center;"></p> <p>..... John Frederick Unwin</p> </div> <div style="width: 45%;"> <p style="text-align: center;"></p> <p>..... Nina Michelle Cameron Unwin</p> </div> </div>		
If space insufficient use additional annexure sheet		
Surveyor's Reference: 239240-DP-003-K		

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	SHEET 8 OF 8 SHEET(S)
Registered: 19.08.2019	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 411 DP1232263, LOT 172 DP1212974, LOT 215 DP860081 AND LOT 16 DP870597 AND EASEMENT IN LOT 412 DP1232263	DP1232264	
Subdivision Certificate Number: <u>70/2019</u> Date of Endorsement: <u>24 July 2019</u>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
<p style="text-align: center;">Certified correct for the purposes of the Real Property Act 1900 by the Transferee's / Lessee's / Prescribed Authority's 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 612 974 044 ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023 ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032 ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078 Blue Asset Partner Pty Ltd ACN 615 217 493</p> <p style="text-align: center;">on behalf of Alpha Distribution Ministerial Holding Corporation pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015</p> <p>by its attorneys under power of attorney registered book 4734 no.366</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>sign here </p> <p>Attorney</p> <p>print name <u>NIGEL PETER JOHN LOWRY</u></p> <p>I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's attorney signed this dealing in my presence. [See note*below]</p> <p>sign here </p> <p>Witness</p> <p>print name <u>Emily Scott</u></p> <p>print address <u>24 Campbell St Sydney</u></p> </div> <div style="width: 45%;"> <p>at <u>SYDNEY</u></p> <p>sign here </p> <p>Attorney</p> <p>print name <u>TREVOR MARK ARMSTRONG</u></p> <p>I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's attorney signed this dealing in my presence. [See note*below]</p> <p>sign here </p> <p>Witness</p> <p>print name <u>Effie Dimitriou</u></p> <p>print address <u>24 Campbell St Sydney</u></p> </div> </div> <p style="font-size: 0.8em; margin-top: 10px;">*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.</p> <p style="text-align: center; font-size: 0.8em; margin-top: 5px;">If space insufficient use additional annexure sheet</p>		
Surveyor's Reference: 239240-DP-003-K		

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

Lengths are in metres

(Sheet 1 of 13 Sheets)

Plan:

DP1232264

Plan of Subdivision of Lot 411 DP1232263, Lot 172 DP1212974, Lot 215 DP860081 and Lot 16 DP870597 and Easement in Lot 412 DP1232263 covered by Council Subdivision Certificate 70/2019 SC 70/2019 dated the 24 day July 2019

Full Name and Address of The Owner of the land:

Saltro Developments (NSW) Pty Limited
 ACN 002 800 820
 452 Bushells Ridge Road
 WYEE NSW 2259

John Frederick Unwin
 Nina Michelle Unwin
 1417 Hue Hue Road
 WYEE NSW 2259

Full Name and Address of The Mortgagee of the land:

Wye Land Pty Ltd
 ACN 624 662 951
 Suite 2, 257-259 Central Coast Highway
 ERINA NSW 2250

Australia and New Zealand Banking Group Ltd
 ACN 005 357 522
 Level 1, 490 King Street
 NEWCASTLE WEST NSW 2302

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 2 wide (A)	100 102 103 104 106 111 112 113 115	114 to 120 inclusive 141 to 146 inclusive and Part 412/1232263 designated (P) on the plan. 102,141 to 146 inclusive and Part 412/1232263 designated (P) on the plan. 102,103,141 to 146 inclusive and Part 412/1232263 designated (P) on the plan. 176,177. 110. 110, 111. 110, 111, 112 114.

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

Lengths are in metres

(Sheet 2 of 13 Sheets)

Plan:

DP1232264

Plan of Subdivision of Lot 411 DP1232263, Lot 172 DP1212974, Lot 215 DP860081 and Lot 16 DP870597 and Easement in Lot 412 DP1232263 covered by Council Subdivision Certificate SC 70/2019 dated the 24 day July 2019

		116	114, 115.
		117	114, 115, 116.
		118	114, 115, 116, 117.
		119	114, 115, 116, 117, 118.
		120	114 to 119 inclusive.
		127	110, 111, 112, 113.
		131	135, 136, 137, 138.
		132	135, 136, 137, 138.
		133	135, 136, 137, 138.
		135	136, 137, 138.
		136	137, 138.
		137	138.
		141	142,143,144,145,146 and Part 412/1232263 designated (P) on the plan.
		142	143,144,145,146 and Part 412/1232263designated (P) on the plan.
		143	144,145,146 and Part 412/1232263 designated (P) on the plan.
		144	145,146, Part 412/1232263 designated (P) on the plan.
		145	146.
		154	153.
		155	153, 154.
		156	153, 154, 155.
		157	153, 154, 155, 156.
		158	153, 154, 155, 156, 157.
		176	177.
		179	178.
		183	186, 187, 188.
		184	186, 187, 188.
		186	187, 188.
		187	188.
		198	197.
		191	194, 195.
		192	194, 195.
		194	195.
		198	197.

10

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

Lengths are in metres

(Sheet 3 of 13 Sheets)

Plan:

DP1232264

Plan of Subdivision of Lot 411 DP1232263, Lot 172 DP1212974, Lot 215 DP860081 and Lot 16 DP870597 and Easement in Lot 412 DP1232263 covered by Council Subdivision Certificate SC 70/2019 dated the 24 day July 2019

		207 208 212 213 215 216 219 220 221 412/1232263	208, 209. 209. 211. 211, 212. 211, 212, 213. 211, 212, 213. 220, 221, 222. 221, 222. 222. 145,146.
2	Easement to Drain Water 3 wide (B)	100	114 to 120 inclusive.
3	Easement for Drainage of Water 3 wide (C)	100 120	Lake Macquarie City Council
4	Right of Access variable width (D)	100	Lake Macquarie City Council and the Public
5	Positive Covenant	Parts 100, 139 and 140 designated (E) in the plan	Lake Macquarie City Council
6	Easement for Electricity and other purposes 5.3 wide (F)	109 199 200	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
7	Restriction on the Use of Land	Part of Lot 109 designated (G) in the Plan	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
8	Easement for Drainage of Water 5 wide (J)	100	Lake Macquarie City Council
9	Easement for Drainage of Water 5 wide (K)	100	Lake Macquarie City Council
10	Easement for Drainage of Water 5 wide (L)	100	Lake Macquarie City Council

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

Lengths are in metres

(Sheet 4 of 13 Sheets)

Plan:

DP1232264

Plan of Subdivision of Lot 411 DP1232263, Lot 172 DP1212974, Lot 215 DP860081 and Lot 16 DP870597 and Easement in Lot 412 DP1232263 covered by Council Subdivision Certificate SC 70/2019 dated the 24 day July 2019

11	Positive Covenant	Part lot 100 designated (M) in the Plan	Lake Macquarie City Council
12	Easement for Entry Wall variable width (N)	101 110	Part 100 designated ^(Q) (R) in the Plan
13	Restriction on the Use of Land	Every Lot except 100 and 223	Every other lot except 100 and 223

PART 2 (Terms)

1) Terms of Easements to Drain Water numbered 1 and 2 in the Plan

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

2) Terms of Easements for Drainage of Water numbered 3, 8, 9 and 10 in the Plan

An Easement for drainage of water in terms set out in Part 7 of Schedule 4a of the Conveyancing Act, 1919 (as amended) is created.

3) Terms of Right of Access variable width numbered 4 in the Plan

A Right of Access in terms set out in Part 11 of Schedule 4a of the Conveyancing Act, 1919 (as amended) is created together with the right of the public to pass across the lot burdened, but only within the site of this easement.

4) Terms of Positive Covenant numbered 5 in the Plan

Within the part of the burdened lots denoted (E) on the plan of subdivision, the proprietor of the lot burdened shall maintain the APZ to the standard of an inner protection area as outlined within section 4.1.3 and Appendix 5 of "Planning for Bushfire Protection 2006" and the NSW Rural Fire Service's document "Standards for Asset Protection Zones".

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

Lengths are in metres

(Sheet 5 of 13 Sheets)

Plan:

DP1232264

Plan of Subdivision of Lot 411 DP1232263, Lot 172
DP1212974, Lot 215 DP860081 and Lot 16
DP870597 and Easement in Lot 412 DP1232263
covered by Council Subdivision Certificate
SC 70/2019 dated the 24 day July 2019

5) Terms of Easement for Electricity and Other Purposes numbered 6 in the Plan

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

6) Terms of Restrictions on the Use of Land numbered 7 in the Plan

1. No building shall be erected or permitted to remain within the restriction site unless:

- (a) the external surface of any building erected within 3 metres from the substation footing has 120/120/120 fire rating;
- (b) windows, or glass surfaces irrespective of their fire rating, are not permitted within 3 metres in any direction from the housing of a kiosk substation, unless they are sheltered by a non-ignitable blast resisting barrier

and the owner provides the authority benefited with an engineer's certificate to this effect.

2. The fire ratings mentioned in 9.1 (a) must be achieved without the use of fire fighting systems such as automatic sprinklers.

3. Definitions:

- (a) "**120/120/120 fire rating**" mean the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/ insulation failure calculated in accordance with Australian Standard 1530.
- (b) "**building**" means a substantial structure with a roof and walls and includes any projections from external walls.
- (c) "**erect**" includes construct, install, build and maintain.
- (d) "**restriction site**" means that part of the lot burdened affected by the restriction on the use of land designated (G) in the plan.

Handwritten initials: juy h vp

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

Lengths are in metres

(Sheet 6 of 13 Sheets)

Plan:

DP1232264

Plan of Subdivision of Lot 411 DP1232263, Lot 172
DP1212974, Lot 215 DP860081 and Lot 16
DP870597 and Easement in Lot 412 DP1232263
covered by Council Subdivision Certificate
SC 70/2019 dated the 24 day July 2019

7) Terms of Positive Covenant numbered 11 in the Plan

The burdened land shall be managed and maintained in perpetuity by the owner of the land in accordance with the requirements of the Vegetation Management Plan approved by Council.

The construction of any building, improvements or the use of the land for any purpose other than the conservation of native vegetation shall be prohibited.

8) Terms of Easement for Entry Wall numbered 12 in the Plan

1. The Owner of the lot benefited and its authorised agents may construct, maintain, repair, renew, cleanse, inspect, replace and illuminate a stone entry wall feature within the easement site.
2. The Owner of the lot benefited and its servants or agents may enter upon the lot burdened with or without vehicles, plant and equipment for any purpose permitted by this easement and do anything reasonably necessary to pass along the easement site and exercise its rights under this easement including the right to supply electricity to the feature wall for the purposes of illumination of the external wall feature facing the adjoining road.
3. The feature wall within the easement site shall remain the property of the owner of the lot benefited.
4. In exercising its rights the owner of the lot benefited must ensure that as little damage as possible is done to the burdened lot and if any such damage is done it shall repair all damage and restore the burdened lot to its original condition.
5. The owner of the burdened lot shall not interfere with the easement rights or damage the feature wall.
6. Except for the stone entry wall feature no fence, landscaping or structure of any kind may be erected within the easement site without the written consent of the owner of the Lot Benefited."
7. This easement shall lapse and shall cease to be of effect on the 1st January 2035 unless it is released earlier.

V

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

Lengths are in metres

(Sheet 7 of 13 Sheets)

Plan:

DP1232264

Plan of Subdivision of Lot 411 DP1232263, Lot 172 DP1212974, Lot 215 DP860081 and Lot 16 DP870597 and Easement in Lot 412 DP1232263 covered by Council Subdivision Certificate SC 70/2019 dated the 24 day July 2019

9) Terms of Restriction on the Use of Land numbered 13 in the Plan

1. No single level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex and/or hebel rendered provided that the proportion of brick and/or brick veneer and/or granosited Harditex and/or hebel rendered shall not be less than 70% of the total area of the external walls (excluding window and door areas). No double level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex and/or hebel rendered which shall not be less than 50% of the total area of the external walls (excluding window and door areas).
2. No main buildings shall be erected or permitted to remain erected on any lot burdened, having a total internal floor area of less than 160 square metres exclusive of car accommodation, external landings and patios.
3. No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
4. No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
5. No fence shall be erected on any lot burdened to divide it from any adjoining land owned by Saltro Developments (NSW) Pty Limited or John Frederick Unwin and Nina Michelle Unwin without the prior written consent of Wyee Land Pty Limited and John Frederick Unwin and Nina Michelle Unwin, their successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to Saltro Developments (NSW) Pty Limited or John Frederick Unwin and Nina Michelle Unwin their successors or assigns, and is a double lapped and capped timber fence or Colorbond metal fence finished in Woodland Grey Colorbond colour. In favour of any person dealing with the transferees Saltro Developments (NSW) Pty Limited its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his her or their executors, administrators and assigns only

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

Lengths are in metres

(Sheet 8 of 13 Sheets)

Plan:

DP1232264

Plan of Subdivision of Lot 411 DP1232263, Lot 172 DP1212974, Lot 215 DP860081 and Lot 16 DP870597 and Easement in Lot 412 DP1232263 covered by Council Subdivision Certificate SC 70/2019 dated the 24 day July 2019

during the ownership of the said adjoining land by Saltro Developments (NSW) Pty Limited or John Frederick Unwin and Nina Michelle Unwin, their successors or assigns other than purchasers on sale.

6. No fence shall be erected or be permitted to remain erected on any Lot burdened closer to any street than the house building line required by the Lake Macquarie City Council, except for a corner lot where one fence can be erected on the boundary of the secondary street. The fence along the secondary street is to be a maximum of 1.8m high and is to be a minimum 9m from the front boundary line and is to be constructed using vertical or horizontal timber or aluminium slats (75mm) only.
7. No building shall be erected or permitted to remain erected on any Lot burdened having a roof of other than tiles, slate, shingles or Colorbond non-flat metal material and of a natural earth tone.
8. No building shall be erected, or be permitted to remain erected, or occupied by any person, corporation Government or semi-government instrumentality for the purpose of public housing.
9. No building shall be erected or be permitted to remain erected on any Lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.
10. Not more than one residence shall be erected or be permitted to remain erected on any Lot except for the incorporation in the main building of a granny flat in accordance with the relevant local Council provisions.
11. All lots shall have a front entrance visible and clearly defined in built form with a veranda/patio.
12. No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by Saltro Developments (NSW) Pty Limited.
13. With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.

P

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

Lengths are in metres

(Sheet 9 of 13 Sheets)

Plan:

DP1232264

Plan of Subdivision of Lot 411 DP1232263, Lot 172 DP1212974, Lot 215 DP860081 and Lot 16 DP870597 and Easement in Lot 412 DP1232263 covered by Council Subdivision Certificate SC 70/2019 dated the 24 day July 2019

14. No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, or used for residential purposes on any lot burdened.

Name of the authority whose consent is required to release, vary or modify the easements numbered 1 and 2 in the Plan is Lake Macquarie City Council.

Name of the authority empowered to release, vary or modify the easements and positive covenants numbered 3, 4, 5, 8, 9, 10 and 11 in the Plan is Lake Macquarie City Council.

Name of the authority empowered to release, vary or modify the easement and restriction numbered 6 and 7 in the Plan is Alpha Distribution Ministerial Holding Corporation.

Name of the company and persons whose consent is required to release, vary or modify the restrictions numbered 13 in the Plan is Saltro Developments (NSW) Pty Limited, during the period ending 3 years from the date of registration of this plan, thereafter the proprietor of the lots in the plan having common boundaries with the proprietor of the lot seeking to release, vary or modify the restriction.

js h p

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

Lengths are in metres

(Sheet 10 of 13 Sheets)

Plan:

DP1232264

Plan of Subdivision of Lot 411 DP1232263, Lot 172 DP1212974, Lot 215 DP860081 and Lot 16 DP870597 and Easement in Lot 412 DP1232263 covered by Council Subdivision Certificate SC 70/2019 dated the 24 day July 2019

Executed by **SALTRO DEVELOPMENTS (NSW) PTY LTD ACN 002 800 820** in accordance with Section 127 of the Corporations Act 2001 in the presence of:

Greg Salvestro
.....
Signature of Director
GREG SALVESTRO
.....
Name of Director (block letters)

Rodney Salvestro
.....
Signature of Director/Secretary
RODNEY SALVESTRO
.....
Name of Director/Secretary (block letters)

Executed by **AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ACN 005 357 522** by its attorney pursuant to Power of Attorney registered Book 4376 No. 410 and the Attorney declares that the Attorney has not received any notice of revocation of such Power of Attorney.

Ben Howey
.....
Signature of Witness
BEN HOWEY
.....
Name of Witness
12 STEWART AVE NEWCASTLE WEST NSW 2302
.....
Address of Witness

Brett Bolton
.....
Signature of Attorney
BRETT BOLTON
.....
Name of Attorney
12 STEWART AVE NEWCASTLE WEST NSW 2302
.....
Address of Attorney

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

Lengths are in metres

(Sheet 11 of 13 Sheets)

Plan:

DP1232264

Plan of Subdivision of Lot 411 DP1232263, Lot 172 DP1212974, Lot 215 DP860081 and Lot 16 DP870597 and Easement in Lot 412 DP1232263 covered by Council Subdivision Certificate SC 70/2019 dated the 24 day July 2019

Executed by **WYEE LAND PTY LTD**
ACN 624 662 951 in accordance with Section 127 of the Corporations Act 2001 in the presence of:

.....
Signature of Director

Michael Osbrien
.....
Name of Director (block letters)

John Stevens
.....
Signature of Director/Secretary

JOHN STEVENS
.....
Name of Director/Secretary (block letters)

Executed for **LAKE MACQUARIE CITY COUNCIL** by its authorised delegate pursuant to s.377 of the Local Government Act 1993.

G. Field
.....
Signature of Authorised Delegate

Gregory Thomas Field
.....
Name of Authorised Delegate (print)

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

Heath Timothy Robertson
.....
Signature of Witness

HEATH TIMOTHY ROBERTSON
.....
Name of Witness (print)

126-138 MAIN ROAD,
.....
SPEERS POINT, NSW
.....
Address of Witness

VP

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

Lengths are in metres

(Sheet 12 of 13 Sheets)

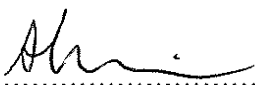
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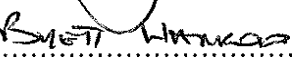
DP1232264

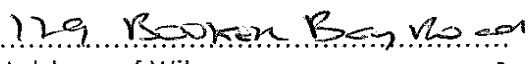
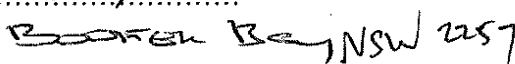
Plan of Subdivision of Lot 411 DP1232263, Lot 172 DP1212974, Lot 215 DP860081 and Lot 16 DP870597 and Easement in Lot 412 DP1232263 covered by Council Subdivision Certificate SC 70/2019 dated the 24 day July 2019

Signed by **John Frederick Unwin**
who is personally known to me.



.....
Signature of Witness

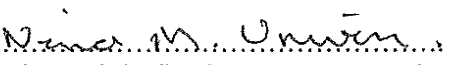

.....
John Frederick Unwin

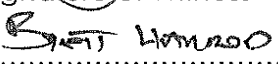

.....
Name of Witness (print)

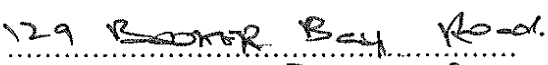
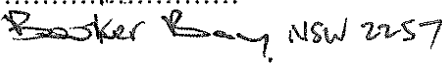

.....
Address of Witness 

Signed by **Nina Michelle Cameron Unwin**
who is personally known to me.


.....
Signature of Witness


.....
Nina Michelle Cameron Unwin


.....
Name of Witness (print)


.....
Address of Witness 



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

Lengths are in metres

(Sheet 13 of 13 Sheets)

Plan:

DP1232264

Plan of Subdivision of Lot 411 DP1232263, Lot 172 DP1212974, Lot 215 DP860081 and Lot 16 DP870597 and Easement in Lot 412 DP1232263 covered by Council Subdivision Certificate SC 70 12019 dated the 24 day July 2019

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

Signed, sealed and delivered for

- ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044
- ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023
- ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032
- ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078
- Blue Asset Partner Pty Ltd ACN 615 217 493

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


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

at SYDNEY

sign here ▶


Attorney

sign here ▶


Attorney

print name

NIGEL PETER JOHN LOWRY


print name

TREVOR MARK ARMSTRONG

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

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

sign here ▶


Witness

sign here ▶


Witness

print name

Emily Scott

print name

Effie Dimitriou

print address

29 Campbell St Sydney

print address

at Campbell St, Sydney

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

V

11 July 2023

INFOTRACK PTY LTD
PO Box 4029
SYDNEY NSW 2001

Our Ref:160382
Your Ref:
225930593:167821
ABN 81 065 027 868

**PLANNING CERTIFICATE UNDER THE
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Fee Paid: 53.00
Receipt No: 12825407
Receipt Date: 7 July 2023

DESCRIPTION OF LAND

Address: 8 Farmer Avenue, WYEE NSW 2259
Lot Details: Lot 213 DP 1232264
Parish: Morisset
County: Northumberland

For: MORVEN CAMERON
GENERAL MANAGER



ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)

1 Names of Relevant Planning Instruments and Development Control Plans

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

Lake Macquarie Local Environmental Plan 2014

Lake Macquarie Development Control Plan 2014

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 4 Koala habitat protection 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 6 Bushland in urban areas

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 7 Canal estate development

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

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021 –

Chapter 3 Advertising and signage

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 2 State and regional development

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 4 Concurrences and consents

State Environmental Planning Policy (Precincts—Central River City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Eastern Harbour City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Regional) 2021

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts—Western Parkland City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021 –

Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 3 Hazardous and offensive development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 4 Remediation of land

State Environmental Planning Policy (Resources and Energy) 2021 –

Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 2 Infrastructure

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 3 Educational establishments and child care facilities

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

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Lake Macquarie Draft Development Control Plan 2014

- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if —
- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) In this section, proposed environmental planning instrument includes a planning proposal for a Local Environmental Plan or a Draft environmental planning instrument.

2 Zoning and land use under relevant Local Environmental Plans

- (1) The following answers (a) to (f) relate to the instrument (see 1(1) above).

- (a) (i) The identity of the zone applying to the land.
R2 Low Density Residential
under Lake Macquarie Local Environmental Plan 2014
- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.
Exempt development as provided in Schedule 2; Home-based child care; Home occupations
- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.
Bed and breakfast accommodation; Boarding houses; Boat sheds; Building

identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Hostels; Kiosks; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Sewage reticulation systems; Sewage treatment plants; Shop top housing; Tank-based aquaculture; Water recreation structures; Water recycling facilities; Water supply systems

- (iv) The purposes for which the Instrument provides that development is prohibited within the zone.

Any other development not specified in item (ii) or (iii)

NOTE: The advice in sections (a) above relates only to restrictions that apply by virtue of the zones indicated. The Lake Macquarie LEP 2014 includes additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

- (b) Whether additional permitted uses apply to the land,

No

- (c) Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

- (d) Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

No

- (e) Whether the land is in a conservation area (however described).

No

- (f) Whether an item of environmental heritage (however described) is situated on the land.

Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 1 Heritage items.

Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas.

Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5

Part 3 Archaeological sites.

Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 4 Landscape items.

Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items

There are no heritage items listed for this land within Local Environmental Plan 2004 Schedule 4 Part 1.

Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage

There are no heritage items listed for this land within Local Environmental Plan 2004 Part 11 Clause 150 – South Wallarah Peninsula.

Local Environmental Plan 2014 Heritage Map

The land is not identified as a Village Precinct on the Heritage Map.

NOTE: An item of environmental heritage, namely Aboriginal heritage, listed within the Aboriginal Heritage Information Management System (AHIMS), may affect the land. Aboriginal objects are protected under the National Parks and Wildlife Act 1974. If Aboriginal objects are found during development, works are to stop and the Office of Environment and Heritage (OEH) contacted immediately. For further information and to access the AHIMS registrar, refer to <http://www.environment.nsw.gov.au>

- (2) The following answers relate to the Draft Instrument (see 1(2) above).
- (a) Nil

NOTE: The advice in section (a) above relates only to restrictions that apply by virtue of the zones indicated. The Draft instrument may include additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

- (b) Whether draft additional permitted uses apply to the land
- No
- (c) Whether any draft development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

- (d) Whether the land is in a draft area of outstanding biodiversity value under *the Biodiversity Conservation Act 2016*,
No
- (e) Whether the land is in a draft conservation area (however described).
No
- (f) Whether a draft item of environmental heritage (however described) is situated on the land.
No

3 Contributions Plans

- (1) The name of each contributions plan applying to the land, including draft contributions plan,
Lake Macquarie City Council Development Contributions Plan - Morisset Contributions Catchment - 2012
The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019
- (2) The name of the area, if the land is in a special contributions area under the Act,
Nil

4 Complying development

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

Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Low Rise Housing Diversity Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Housing Alterations Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Commercial and Industrial Alterations Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Commercial and Industrial (New Buildings and Additions) Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Subdivisions Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Rural Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Greenfield Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

General Development Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Demolition Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Fire Safety Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Container Recycling Facilities Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

5 Exempt development

The extent to which the land is land on which exempt development may be carried out under each of the codes for exempt development because of the provisions of clauses 1.16(1)(b1)–(d) or 1.16A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note: If a lot is not specifically listed in this section then, Exempt development under this Code **MAY** be carried out on the lot.

6 Affected building notices and building product rectification orders

- (1) (a) Whether there is any affected building notice of which the council is aware that is in force in respect of the land.
- No, Council **has not** been notified that an affected building notice is in force in respect of this land.
- (b) Whether there is 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.
- A building rectification order **is not** in force in respect of this land.

- (c) Whether 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.

A notice of intention to make a building product rectification order **has not** been given in respect of this land.

- (2) In this section -

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

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

7 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Section 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No

8 Road widening and road realignment

Whether the land is affected by any road widening or realignment under:

- (a) Division 2 of Part 3 of the *Roads Act 1993*.

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

No, other road widening proposals may affect this land and if so, will be noted on the Section 10.7 Subsection (5) certificate.

9 Flood related development controls information

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

No

- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.
No

- (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

- (1) Whether or not the land is affected by a **POLICY** that restricts the development of the land because of the likelihood of:
- (a) land slip or subsidence
Yes
Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by Council's geotechnical areas map. The map is available for viewing at the Council. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.
- (b) bushfire
Yes
- (c) tidal inundation
No
- (d) acid sulfate soils
Yes
Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by the Acid Sulfate Soils Map. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

- (e) contaminated or potentially contaminated land

Yes

Council has adopted a policy that may restrict development of Contaminated or Potentially Contaminated land. This policy is implemented when zoning, development, or land use changes are proposed. Consideration of Council's adopted Policy and applicable DCP, and the application of provisions under relevant State legislation is recommended. Some form of contamination was confirmed on this site in the past. Council can provide additional information from its records for this site on request, including details of any remediation works that have occurred. Information from a site audit statement, site audit report, or a Stage 4 validation report indicate that contaminants are now below the contaminated land investigation threshold levels.

- (f) aircraft noise

No

- (g) salinity

No

- (h) any other risk (other than flooding).

No

- (2) 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.

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

11 Bush Fire Prone Land

Note: If a lot is not specifically listed in this section then, **NONE** of that lot is bush fire prone land.

Lot 213 DP 1232264 - SOME of the land is bush fire prone land.

12 Loose-fill asbestos insulation

If the land includes 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

No. Council **has not** been notified that a residential premises erected on this land has been identified in the NSW Fair Trading Loose-Fill Asbestos Insulation Register as containing

loose-fill asbestos ceiling insulation.

13 Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

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

NOTE: The advice in section 13 above relates only to a Mine Subsidence District. Further information relating to underground mining which may occur outside Mine Subsidence Districts should be sought. Underground mining information can be found on the Subsidence Advisory NSW website.

14 Paper subdivision information

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

Nil

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

Not Applicable

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15 Property Vegetation Plans

The land IS NOT subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

16 Biodiversity stewardship sites

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

17 Biodiversity Certified Land

This land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

18 Orders under *Trees (Disputes Between Neighbours) Act 2006*

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

The land IS NOT subject to an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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

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

Nil

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

20 Conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 88(2) that have been imposed as a condition of development consent granted after 11 October 2007 in relation to the land.

Nil

21 Site compatibility certificates and conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.

- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

Nil

- (3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

Council is not aware of any conditions of a development consent referred to in *State*

Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).

(4) In this section—

former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

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

Matters arising under the Contaminated Land Management Act 1997 (s59 (2))

- (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

COMPLYING DEVELOPMENT CERTIFICATE 200406

Issued under Part 4 of the Environmental Planning and Assessment Act 1979 Section 85A(6)

APPLICANT DETAILS

Applicant:	Christopher Hodgekiss & Lucy Roe
Address:	321A The Round Drive Avoca Beach 2251
Phone:	0415 485 303
Email:	chrishodgekiss@hotmail.com

OWNER DETAILS

Name of the person having benefit of the development consent:	As Above
Address:	
Phone:	

COMPLYING DEVELOPMENT CONSENTS

Consent Authority / Local Government Area:	Lake Macquarie City
Relevant Planning Instrument Decision Made Under:	SEPP (Exempt and Complying Development Codes) 2008 Part 3C Greenfield Housing Code
Date of Determination	27/04/2020
Complying Development Certificate Number:	200406

Lapse date: Section 86A of the Environmental Planning and Assessment Act 1979 stipulates that this certificate will lapse within 5 years if not physically commenced on the stated land to which this certificate applies. Section 81A of the Act is applicable.

PROPOSAL

Address of Development:	8 Farmer Avenue Wyee 2259
Lot:	213
DP:	1232264
Building Classification/s:	1a
Scope of Building Works Covered by this Certificate:	Residential Dwelling
Value of Construction (incl. GST)	\$281,974.00
Plans and Specifications approved:	Refer Schedule 1: Approved Plans and Specifications
Fire Safety Schedule:	N/A
Conditions:	See Conditions attached
Critical stage inspections:	See attached Notice

CERTIFYING AUTHORITY

Accredited Certifier:	Tom Rocher
Accreditation Body and Registration Number:	Building Professionals Board BPB2835

I, Tom Rocher, as the certifying authority, certify that the work if completed in accordance with the plans and specifications identified in Schedule 1 (with such modifications verified by the certifying authority as may be shown on that documentation) will comply with the requirements of the Environmental Planning & Assessment Regulation 2000 as referred to in section 84A of the Environmental Planning and Assessment Act 1979.

Dated:	27/04/2020
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Tom Rocher

N.B. Prior to the commencement of work S86 (1) and (a) of the Environment Planning and Assessment Act 1979 must be satisfied.

SCHEDULE 1: APPROVED PLANS AND SPECIFICATIONS

1. Endorsed Architectural Plans

Prepared by	Document	Drawing number	Revision	Date
Oracle Platinum Homes	PN332	1.01, 1.02, 2.01, 3.01, 3.51, 4.01, 4.11, 5.01, 6.01, 7.01, 8.01, 8.11, 8.21	A	27/03/2020

2. Endorsed Structural Plans

Prepared by	Document	Drawing number	Revision	Date
Structerre Consulting	3.20.14841.1	S-000, S-001, S-002, S-101, S-201– S210	0	01/04/2020

3. Other documents

Prepared by	Document	Document Reference	Date
Lake Macquarie City	Planning Certificate	129307	19/11/2019
Newcastle Bushfire Consulting	BAL Report	8 Farmer Road Wyee	20/12/2019
Accelerate Sustainability Assessments	BASIX	1092509S	08/04/2020
Lake Macquarie City	Driveway Approval	WYEE - 8 Farmer Avenue	06/04/2020
HBCF	Home Building Insurance	HBCF20002215	20/01/2020
Long Service Corporation	LSL Receipt	422453	21/04/2020
HIA	Building Specification	Edition 2	-

NOTICE TO APPLICANT OF MANDATORY CRITICAL STAGE INSPECTIONS

Made under Part 4 of the Environmental Planning and Assessment Act 1979 Sections 86(a2)(i) (ii) (iii) b

COMPLYING DEVELOPMENT CERTIFICATE NUMBER 200406

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

Rocher Building Approvals is to be given at least 48 hours' notice to complete the above inspections. Inspections are to be booked by email at admin@rocherapprovals.com or over the phone at 0457 382 924.

Failure to request a mandatory critical stage inspection will prohibit the principal certifying authority under Section 109E(3)(d) of the Environmental Planning and Assessment Act 1979 to issue an occupation certificate.



Tom Rocher
Accredited Certifier

Dated: 27/04/2020

CONDITIONS APPLYING TO COMPLYING DEVELOPMENT CERTIFICATE

Conditions applying to Complying Development Certificates pursuant to Environmental Planning and Assessment Regulation 2000

136A - Compliance with Building Code of Australia and insurance requirements under the [Home Building Act 1989](#) (cf clauses 78 and 78A of EP&A Regulation 1994)

- (1) A complying development certificate for development that involves any building work must be issued subject to the following conditions:
 - (a) that the work must be carried out in accordance with the requirements of the *Building Code of Australia*,
 - (b) in the case of residential building work for which the [Home Building Act 1989](#) requires there to be a contract of insurance in force in accordance with Part 6 of that Act, that such a contract of insurance must be entered into and be in force before any building work authorised to be carried out by the certificate commences.
- (1A) A complying development certificate for a temporary structure that is used as an entertainment venue must be issued subject to the condition that the temporary structure must comply with Part B1 and NSW Part H102 of Volume One of the *Building Code of Australia* (as in force on the date the application for the relevant complying development certificate is made).
- (2) This clause does not limit any other conditions to which a complying development certificate may be subject, as referred to in section 85A (6) (a) of the Act.
- (3) This clause does not apply:
 - (a) to the extent to which an exemption is in force under clause 187 or 188, subject to the terms of any condition or requirement referred to in clause 187 (6) or 188 (4), or
 - (b) to the erection of a temporary building, other than a temporary structure that is used as an entertainment venue.
- (4) In this clause, a reference to the *Building Code of Australia* is a reference to that Code as in force on the date the application for the relevant complying development certificate is made.

Note. There are no relevant provisions in the *Building Code of Australia* in respect of temporary structures that are not entertainment venues.

136B - Erection of signs

- (1) A complying development certificate for development that involves any building work, subdivision work or demolition work must be issued subject to a condition that the requirements of sub-clauses (2) and (3) are complied with.
- (2) A sign must be erected in a prominent position on any site on which building work, subdivision work or demolition work is being carried out:
 - (a) showing the name, address and telephone number of the principal certifying authority for the work, and
 - (b) showing the name of the principal contractor (if any) for any building work and a telephone number on which that person may be contacted outside working hours, and
 - (c) stating that unauthorised entry to the site is prohibited.
- (3) Any such sign is to be maintained while the building work, subdivision work or demolition work is being carried out, but must be removed when the work has been completed.
- (4) This clause does not apply in relation to building work, subdivision work or demolition work that is carried out inside an existing building, that does not affect the external walls of the building.
- (5) This clause does not apply in relation to Crown building work that is certified, in accordance with section 109R of the Act, to comply with the technical provisions of the State's building laws.
- (6) This clause applies to a complying development certificate issued before 1 July 2004 only if the building work, subdivision work or demolition work involved had not been commenced by that date.

Note. Principal certifying authorities and principal contractors must also ensure that signs required by this clause are erected and maintained (see clause 227A which currently imposes a maximum penalty of \$1,100).

136C - Notification of [Home Building Act 1989](#) requirements

- (1) A complying development certificate for development that involves any residential building work within the meaning of the [Home Building Act 1989](#) must be issued subject to a condition that the work is carried out in accordance with the requirements of this clause.
- (2) Residential building work within the meaning of the [Home Building Act 1989](#) must not be carried out unless the principal certifying authority for the development to which the work relates (not being the council) has given the council written notice of the following information:
 - (a) in the case of work for which a principal contractor is required to be appointed:
 - (i) the name and licence number of the principal contractor, and
 - (ii) the name of the insurer by which the work is insured under Part 6 of that Act,
 - (b) in the case of work to be done by an owner-builder:
 - (i) the name of the owner-builder, and
 - (ii) if the owner-builder is required to hold an owner-builder permit under that Act, the number of the owner-builder permit.
- (3) If arrangements for doing the residential building work are changed while the work is in progress so that the information notified under subclause (2) becomes out of date, further work must not be carried out unless the principal certifying authority for the development to which the work relates (not being the council) has given the council written notice of the updated information.
- (4) This clause does not apply in relation to Crown building work that is certified, in accordance with section 109R of the Act, to comply with the technical provisions of the State's building laws.

136D - Fulfilment of BASIX commitments

- (1) This clause applies to the following development:
 - (a) BASIX affected development,
 - (b) any BASIX optional development in relation to which a person has made an application for a complying development certificate that has been accompanied by a BASIX certificate or BASIX certificates (despite there being no obligation under clause 4A of Schedule 1 for it to be so accompanied).
- (2) A complying development certificate for development to which this clause applies must be issued subject to a condition that the commitments listed in each relevant BASIX certificate for the development must be fulfilled.

136E - Development involving bonded asbestos material and friable asbestos material

- (1) A complying development certificate for development that involves building work or demolition work must be issued subject to the following conditions:
 - (a) work involving bonded asbestos removal work (of an area of more than 10 square metres) or friable asbestos removal work must be undertaken by a person who carries on a business of such removal work in accordance with a licence under clause 318 of the [Occupational Health and Safety Regulation 2001](#),
 - (b) the person having the benefit of the complying development certificate must provide the principal certifying authority with a copy of a signed contract with such a person before any development pursuant to the complying development certificate commences,
 - (c) any such contract must indicate whether any bonded asbestos material or friable asbestos material will be removed, and if so, must specify the landfill site (that may lawfully receive asbestos) to which the bonded asbestos material or friable asbestos material is to be delivered,
 - (d) if the contract indicates that bonded asbestos material or friable asbestos material will be removed to a specified landfill site, the person having the benefit of the complying development certificate must give the principal certifying authority a copy of a receipt from the operator of the landfill site stating that all the asbestos material referred to in the contract has been received by the operator.
- (2) This clause applies only to a complying development certificate issued after the commencement of this clause.
- (3) In this clause, **bonded asbestos material**, **bonded asbestos removal work**, **friable asbestos material** and **friable asbestos removal work** have the same meanings as in clause 317 of the [Occupational Health and Safety Regulation 2001](#).

Note 1. Under clause 317 removal work refers to work in which the bonded asbestos material or friable asbestos material is removed, repaired or disturbed.

Note 2. The effect of subclause (1) (a) is that the development will be a workplace to which the [Occupational Health and Safety Regulation 2001](#) applies while removal work involving bonded asbestos material or friable asbestos material is being undertaken.

Note 3. Information on the removal and disposal of asbestos to landfill sites licensed to accept this waste is available from the Department of Environment, Climate Change and Water.

Note 4. Demolition undertaken in relation to complying development under the [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#) must be carried out in accordance with Australian Standard AS 2601—2001, *Demolition of structures*.

136H - Condition relating to shoring and adequacy of adjoining property

- (1) A complying development certificate for development must be issued subject to a condition that if the development involves an excavation that extends below the level of the base of the footings of a building on adjoining land, the person having the benefit of the certificate must at the person's own expense:
 - (a) protect and support the adjoining premises from possible damage from the excavation, and
 - (b) where necessary, underpin the adjoining premises to prevent any such damage.
- (2) The condition referred to in subclause (1) does not apply if the person having the benefit of the complying development certificate owns the adjoining land or the owner of the adjoining land has given consent in writing to that condition not applying.

136I - Traffic generating development

If an application for a complying development certificate is required to be accompanied by a certificate of Roads and Maritime Services as referred to in clause 4 (1) (k) of Schedule 1, the complying development certificate must be issued subject to a condition that any requirements specified in the certificate of Roads and Maritime Services must be complied with.

136J Development on contaminated land

- (1) If an application for a complying development certificate is required to be accompanied by a statement of a qualified person as referred to in clause 4 (1) (l) of Schedule 1, the complying development certificate must be issued subject to a condition that any requirements specified in the statement must be complied with.
- (2) Subclause (1) does not apply to complying development carried out under the complying development provisions of [State Environmental Planning Policy \(Three Ports\) 2013](#) in the Lease Area within the meaning of clause 4 of that Policy.

136K When complying development certificates must be subject to section 85A (9) condition

- (1) This clause applies if a council's contributions plan provides for the payment of a monetary section 94 contribution or section 94A levy in relation to development for a particular purpose (whether or not it is classed as complying development under the contributions plan).

- (2) The certifying authority must issue the relevant complying development certificate authorising development for that purpose subject to a condition requiring payment of such contribution or levy, as required by section 85A (9) of the Act.
- (3) Subclause (2) applies despite any provision to the contrary in the council's contributions plan.

136L Contributions and levies payable under section 85A (9) must be paid before work commences

- (1) A complying development certificate issued subject to a condition required by section 85A (9) of the Act must be issued subject to a condition that the contribution or levy must be paid before any work authorised by the certificate commences.
- (2) Subclause (1) applies despite any provision to the contrary in the council's contributions plan.

136M Condition relating to payment of security

- (1) This clause applies to a complying development certificate authorising the carrying out of development if:
 - (a) the development is demolition of a work or building, erection of a new building or an addition to an existing building and the estimated cost of the development (as specified in the application for the certificate) is \$25,000 or more, and
 - (b) the development is to be carried out on land adjacent to a public road, and
 - (c) at the time the application for the certificate is made, there is specified on the website of the council for the area in which the development is to be carried out an amount of security determined by the council that must be paid in relation to:
 - (i) development of the same type or description, or
 - (ii) development carried out in the same circumstances, or
 - (iii) development carried out on land of the same size or description.
- (2) A complying development certificate to which this clause applies must be issued subject to a condition that the amount of security referred to in subclause (1) is to be provided, in accordance with this clause, to the council before any building work or subdivision work authorised by the certificate commences.
- (3) The security may be provided, at the applicant's choice, by way of:
 - (a) deposit with the council, or
 - (b) a guarantee satisfactory to the council.
- (4) The funds realised from a security may be paid out to meet the cost of making good any damage caused to any property of the council as a consequence of doing anything (or not doing anything) authorised or required by the complying development certificate, including the cost of any inspection to determine whether damage has been caused.
- (5) Any balance of the funds realised from a security remaining after meeting the costs referred to in subclause (4) is to be refunded to, or at the direction of, the person who provided the security.

136N Principal certifying authority to be satisfied that preconditions met before commencement of work

- (1) This clause applies to building work or subdivision work that is the subject of a complying development certificate.
- (2) A principal certifying authority for building work or subdivision work to be carried out on a site, and over which the principal certifying authority has control, is required to be satisfied that any preconditions in relation to the work and required to be met before the work commences have been met before the work commences.

Conditions applying to Complying Development Certificates pursuant to State Environment Planning Policy (Exempt and Complying Development Codes) 2008

Conditions applying to Complying Development Certificates under the General Housing Code and the Rural Housing Code

Note 1. Complying development under the General Housing Code and the Rural Housing Code must comply with the requirements of the Act, the *Environmental Planning and Assessment Regulation 2000* and the conditions listed in this Schedule.

Note 2. Division 2A of Part 7 of the *Environmental Planning and Assessment Regulation 2000* specifies conditions to which certain complying development certificates are subject.

Note 3. In addition to the requirements specified for development under this Policy, adjoining owners' property rights, applicable common law and other legislative requirements for approvals, licences, permits and authorities still apply.

Note 4. If the development is in the proximity of infrastructure (including water, stormwater or sewer mains, electricity power lines and telecommunications facilities), the relevant infrastructure authority should be contacted before commencing the development.

Note 5. Under section 86A of the *Environmental Planning and Assessment Act 1979*, a complying development certificate lapses 5 years after the date endorsed on the certificate, unless the development has physically commenced on the land during that period.

Conditions applying before works commence

Conditions applying to complying development certificates under the General Housing Code and the Rural Housing Code (Clauses 3.37 and 3A.39)

Note 1. Complying development under the General Housing Code and the Rural Housing Code must comply with the requirements of the Act, the *Environmental Planning and Assessment Regulation 2000* and the conditions listed in this Schedule.

Note 2. Division 2A of Part 7 of the *Environmental Planning and Assessment Regulation 2000* specifies conditions to which certain complying development certificates are subject.

Note 3. In addition to the requirements specified for development under this Policy, adjoining owners' property rights, applicable common law and other legislative requirements for approvals, licences, permits and authorities still apply.

Note 4. If the development is in the proximity of infrastructure (including water, stormwater or sewer mains, electricity power lines and telecommunications facilities), the relevant infrastructure authority should be contacted before commencing the development.

Note 5. Under section 86A of the [Environmental Planning and Assessment Act 1979](#), a complying development certificate lapses 5 years after the date endorsed on the certificate, unless the development has physically commenced on the land during that period.

Part 1 Conditions applying before works commence

1 Protection of adjoining areas

A temporary hoarding or temporary construction site fence must be erected between the work site and adjoining lands before the works begin and must be kept in place until after the completion of the works if the works:

- (a) could cause a danger, obstruction or inconvenience to pedestrian or vehicular traffic, or
- (b) could cause damage to adjoining lands by falling objects, or
- (c) involve the enclosure of a public place or part of a public place.

Note. Clauses 2.67 and 2.68 of this Policy specify which scaffolding, hoardings and temporary construction site fences are exempt development and state the applicable standards for that development.

2 Toilet facilities

(1) Toilet facilities must be available or provided at the work site before works begin and must be maintained until the works are completed at a ratio of one toilet plus one additional toilet for every 20 persons employed at the site.

(2) Each toilet must:

- (a) be a standard flushing toilet connected to a public sewer, or
- (b) have an on-site effluent disposal system approved under the [Local Government Act 1993](#), or
- (c) be a temporary chemical closet approved under the [Local Government Act 1993](#).

3 Garbage receptacle

(1) A garbage receptacle must be provided at the work site before works begin and must be maintained until the works are completed.

(2) The garbage receptacle must have a tight fitting lid and be suitable for the reception of food scraps and papers.

4 Adjoining wall dilapidation report

(1) If a wall on a lot is to be built to a boundary and there is a wall (the *adjoining wall*) on the lot adjoining that boundary that is less than 0.9m from that boundary, the person having the benefit of the complying development certificate must obtain a dilapidation report on the adjoining wall.

(2) If the person preparing the report is denied access to the adjoining lot for the purpose of inspecting the adjoining wall, the report may be prepared from an external inspection of the adjoining wall.

5 Run-off and erosion controls

Run-off and erosion controls must be implemented to prevent soil erosion, water pollution or the discharge of loose sediment on the surrounding land by:

- (a) diverting uncontaminated run-off around cleared or disturbed areas, and
- (b) erecting a silt fence and providing any other necessary sediment control measures that will prevent debris escaping into drainage systems, waterways or adjoining properties, and
- (c) preventing the tracking of sediment by vehicles onto roads, and
- (d) stockpiling top soil, excavated materials, construction and landscaping supplies and debris within the lot.

6 Tree protection measures

(1) This clause applies to each protected tree and any other tree that is to be retained on a lot.

(2) The trunk of each of the following trees must be provided with a tree guard that is comprised of hardwood timber panels each having a minimum length of 2m, minimum width of 75mm and minimum thickness of 25mm and secured, but not permanently fixed or nailed, to the tree and spaced a maximum of 80mm apart:

- (a) each tree that is within 6m of a dwelling house or any ancillary development that is to be constructed, and
 - (b) each protected tree that is within 10m of a dwelling house or any ancillary development that is to be constructed.
- (3) Each protected tree that is within 6m of a dwelling house, outbuilding or swimming pool must have a fence or barrier that is erected:

- (a) around its tree protection zone as defined by section 3.2 of AS 4970—2009, *Protection of trees on development sites*, and
- (b) in accordance with section 4 of that standard.

(4) The person having the benefit of the complying development certificate must ensure that:

(a) the activities listed in section 4.2 of that standard do not occur within the tree protection zone of any tree on the lot or any tree on an adjoining lot, and

(b) any temporary access to, or location of scaffolding within the tree protection zone of a protected tree or any other tree to be retained on the lot during the construction, is undertaken using the protection measures specified in sections 4.5.3 and 4.5.6 of that standard.

(5) The tree protection measures specified in this clause must:

- (a) be in place before work commences on the lot, and
- (b) be maintained in good condition during the construction period, and
- (c) remain in place for the duration of the construction works.

Note. A separate permit or development consent may be required if the branches or roots of a protected tree on the lot or on an adjoining lot are required to be pruned or removed.

Part 2 Conditions applying during the works

Note. The [Protection of the Environment Operations Act 1997](#) and the [Protection of the Environment Operations \(Noise Control\) Regulation 2008](#) contain provisions relating to noise.

7 Hours for construction

Construction may only be carried out between 7.00 am and 5.00 pm on Monday to Saturday and no construction is to be carried out at any time on a Sunday or a public holiday.

8 Compliance with plans

Works must be carried out in accordance with the plans and specifications to which the complying development certificate relates.

9 Maintenance of site

- (1) All materials and equipment must be stored wholly within the work site unless an approval to store them elsewhere is held.
- (2) Waste materials (including excavation, demolition and construction waste materials) must be managed on the site and then disposed of at a waste management facility.
- (3) Any run-off and erosion control measures required must be maintained within their operating capacity until the completion of the works to prevent debris escaping from the site into drainage systems, waterways, adjoining properties and roads.
- (4) During construction:
 - (a) all vehicles entering or leaving the site must have their loads covered, and
 - (b) all vehicles, before leaving the site, must be cleaned of dirt, sand and other materials, to avoid tracking these materials onto public roads.
- (5) At the completion of the works, the work site must be left clear of waste and debris.

10 Earthworks, retaining walls and structural support

- (1) Any earthworks (including any structural support or other related structure for the purposes of the development):
 - (a) must not cause a danger to life or property or damage to any adjoining building or structure on the lot or to any building or structure on any adjoining lot, and
 - (b) must not redirect the flow of any surface or ground water or cause sediment to be transported onto an adjoining property, and
 - (c) that is fill brought to the site—must contain only virgin excavated natural material (VENM) as defined in Part 3 of Schedule 1 to the [Protection of the Environment Operations Act 1997](#), and
 - (d) that is excavated soil to be removed from the site—must be disposed of in accordance with any requirements under the [Protection of the Environment Operations \(Waste\) Regulation 2005](#).
- (2) Any excavation must be carried out in accordance with *Excavation Work: Code of Practice* (ISBN 978-0-642-785442), published in July 2012 by Safe Work Australia.

11 Drainage connections

- (1) If the work is the erection of, or an alteration or addition to, a dwelling house, the roof stormwater drainage system must be installed and connected to the drainage system before the roof is installed.
- (2) Any approval that is required for connection to the drainage system under the [Local Government Act 1993](#) must be held before the connection is carried out.

12 Archaeology discovered during excavation

If any object having interest due to its age or association with the past is uncovered during the course of the work:

- (a) all work must stop immediately in that area, and
- (b) the Office of Environment and Heritage must be advised of the discovery.

Note. Depending on the significance of the object uncovered, an archaeological assessment and excavation permit under the *Heritage Act 1997* may be required before further the work can continue.

13 Aboriginal objects discovered during excavation

If any Aboriginal object (including evidence of habitation or remains) is discovered during the course of the work:

- (a) all excavation or disturbance of the area must stop immediately in that area, and
- (b) the Office of Environment and Heritage must be advised of the discovery in accordance with section 89A of the [National Parks and Wildlife Act 1974](#).

Note. If an Aboriginal object is discovered, an Aboriginal heritage impact permit may be required under the [National Parks and Wildlife Act 1974](#).

Part 3 Conditions applying before the issue of an occupation certificate

14 Vehicular access

If the work involves the construction of a vehicular access point, the access point must be completed before the occupation certificate for the work on the site is obtained.

15 Utility services

If the work requires alteration to, or the relocation of, utility services on, or adjacent to, the lot on which the work is carried out, the work is not complete until all such works are carried out.

3C.37 Conditions specified in this clause and Schedule 6 apply

(1) A complying development certificate for development under this code must be issued subject to the conditions specified in this clause and in Schedule 6.

Note.

Complying development certificate and **environmental planning instrument** have the same meanings as they have in the Act.

(2) **Waste management** The following are conditions applying before works commence (in addition to those set out in Part 1 of Schedule 6):

- (a) A waste management plan for the work must be submitted to the principal certifying authority at least 2 days before work commences on the site.
- (b) The waste management plan must:
 - (i) identify all waste (including excavation, demolition and construction waste materials) that will be generated by the work on the site, and
 - (ii) identify the quantity of waste material in tonnes and cubic metres to be:
 - (A) reused on-site, and
 - (B) recycled on-site and off-site, and
 - (C) disposed of off-site, and
 - (iii) if waste materials are to be reused or recycled on-site—specify how the waste material will be reused or recycled on-site, and
 - (iv) if waste materials are to be disposed of or recycled off-site—specify the contractor who will be transporting the materials and the waste facility or recycling outlet to which the materials will be taken.
- (c) A garbage receptacle must be provided at the work site before works begin and must be maintained until the works are completed.
- (d) The garbage receptacle must have a tight fitting lid and be suitable for the reception of food scraps and papers.

Note.

A council has power under section 124 of the [Local Government Act](#) to make specific orders about the removal or keeping of waste.

(3) **Maintenance of site** The following is a condition applying during works (in addition to those set out in Part 2 of Schedule 6):

Copies of receipts stating the following must be given to the principal certifying authority:

- (a) the place to which waste materials were transported,
- (b) the name of the contractor transporting the materials,
- (c) the quantity of materials transported off-site and recycled or disposed of.

Note.

Clause 9 of Schedule 6 sets out further conditions relating to maintenance of the site.

(4) **Planting of trees** The following is a condition applying as an operational requirement (in addition to those set out in Part 2 of Schedule 6):

A species of tree must be planted:

- (a) in the area opposite the boundary to which the front of the dwelling house faces—that is capable of achieving a height of at least 8m at maturity, and
- (b) in the area opposite the rear boundary of the dwelling house—that is capable of achieving a height of at least 5m at maturity.

FINAL OCCUPATION CERTIFICATE 200406

Issued under Part 4A of the Environmental Planning and Assessment Act 1979 Sections 109C(1)(C) and 109H (Occupation/Use of a New Building)

APPLICANT DETAILS

Applicant: Christopher Hodgekiss & Lucy Roe
Address: 321A The Round Drive Avoca Beach 2251
Phone: 0415 485 303
Fax: chrishodgekiss@hotmail.com

OWNER DETAILS

Name of the person having benefit of the development consent: As Above
Address:
Phone:

RELEVANT CONSENTS

Consent Authority / Local Government Area: Lake Macquarie City
Complying Development Certificate Number: 200406
Decision Made Under: SEPP (Exempt and Complying Development Codes) 2008 Part 3C Greenfield Housing Code

PROPOSAL

Address of Development: 8 Farmer Avenue Wyee 2259
Building Classification: 1a
Scope of Building Works Covered by this Notice: Residential Dwelling
Attachments: Schedule 1
Fire Safety Schedule: N/A
Exclusions: N/A

PRINCIPAL CERTIFYING AUTHORITY

Certifying Authority: Tom Rocher
Accreditation Body: Building Professionals Board
BPB2835

DETERMINATION

Approval Date: 06/11/2020

I, Tom Rocher, as the certifying authority, certify that:

- I have been appointed as the Principal Certifying Authority under s109E;
- A current Development Consent or Complying Development Certificate is in force with respect to 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.



Tom Rocher

N.B. Right of Appeal: Under s109K, where the Certifying Authority is Council, an applicant may appeal to the Land & Environment Court against the refusal to issue an Occupation Certificate within 12 months from the date of the decision.

SCHEDULE 1: DOCUMENTATION REQUIRED TO ISSUE OCCUPATION CERTIFICATE 200406

Inspection Reports

Title	Prepared By	Accreditation	Date
Site	Tom Rocher	BPB2835	20/04/2020
Piers	Gervase Purich	BPB2447	18/06/2020
Slab	Gervase Purich	BPB2447	25/06/2020
Frame	Tom Rocher	BPB2835	15/07/2020
Waterproofing	Tom Rocher	BPB2835	27/07/2020
Stormwater	Tom Rocher	BPB2835	13/10/2020
Final	Tom Rocher	BPB2835	13/10/2020

This is the plan/spec referred to in
Rocher Building Approvals
Certificate no.:

200406

Accredited Certifier: Tom Rocher
Accreditation No.: BPB2835

Certificate in respect of insurance for residential building work

Policy No: HBCF20002215

Policy Date: 20/01/2020

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

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period.
In respect of	New Single Dwelling Construction
Description of construction as advised by builder^	New Dwelling
At	8 Farmer Avenue Wyee New South Wales 2259
Site plan number^	NA
Site plan type^	NA
Homeowner	Christopher Thomas Hodgekiss & Lucy Kate Roe
Carried out by	Oracle Building Corporation Pty Ltd
Licence number	251160C
Builder job number^	PN332
Contract amount^	\$281,974.00
Contract date^	27/01/2020 (Proposed)
Premium paid	\$2,651.97
Cost of additional products or services under contract	Nil - no additional services.
Price (including GST and Stamp Duty) <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract.</small>	\$3,179.71

^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

Certificate No: HBCF20002215

Issued on: 20/01/2020



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.