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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 115047298	NSW DAN:

vendor's agent Capital One Real Estate — Phone: 02 4394 0003
Shop 3, 258 Wallarah Road Gorokan NSW 2263 — Fax:
co-agent — Ref: Darren Smith
vendor

vendor's solicitor MJM Conveyancing — Phone: 02 4359 2913
Unit 26, 14 Kam Close Morisset NSW 2264 — Fax:
date for completion 84th day after the date of this contract (clause 15) — Email: simonelear@mjmconveyancing.com.au
land (Address, plan details and title reference) 10 YELLOW ROBIN LANE COORANBONG NSW 2265
LOT 214 IN DEPOSITED PLAN 1275776
214/1275776

☑ VACANT POSSESSION ☐ Subject to existing tenancies

improvements ☑ HOUSE ☑ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space
☐ none ☐ other:

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

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

inclusions
☑ air conditioning ☑ clothes line ☑ fixed floor coverings ☑ range hood
☑ blinds ☐ curtains ☑ insect screens ☑ solar panels
☑ built-in wardrobes ☑ dishwasher ☑ light fittings ☑ stove
☑ ceiling fans ☐ EV charger ☐ pool equipment ☑ TV antenna
☑ other: Smoke alarm, automatic garage door opener & remote, TV Brackets x 4 & sand pit

exclusions
purchaser

purchaser's solicitor — Phone:
Fax:
Price $ — Ref:
deposit $ — (10% of the price, unless otherwise stated)
balance $

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

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	**PURCHASER**
Signed By Vendor Vendor	**Signed** By Purchaser Purchaser
VENDOR (COMPANY)	**PURCHASER (COMPANY)**
Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: Signature of authorised person Name of authorised person Office held Signature of authorised person Name of authorised person Office held	**Signed** by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: Signature of authorised person Name of authorised person Office held Signature of authorised person Name of authorised person Office held

vendor agrees to accept a ***deposit-bond*** ☐ NO ☐ yes

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

Manual transaction (clause 30) ☑ NO ☐ yes

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

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

land tax is adjustable ☑ NO ☐ yes

GST: Taxable supply ☑ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☑ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment) ☑ NO ☐ yes(if yes, vendor must provide further details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

List of Documents

General

- [x] 1 property certificate for the land
- [x] 2 plan of the land
- [ ] 3 unregistered plan of the land
- [ ] 4 plan of land to be subdivided
- [ ] 5 document to be lodged with a relevant plan
- [x] 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- [ ] 7 additional information included in that certificate under section 10.7(5)
- [x] 8 sewerage infrastructure location diagram (service location diagram)
- [ ] 9 sewer lines location diagram (sewerage service diagram)
- [ ] 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- [ ] 11 *planning agreement*
- [ ] 12 section 88G certificate (positive covenant)
- [ ] 13 survey report
- [ ] 14 building information certificate or building certificate given under *legislation*
- [ ] 15 occupation certificate
- [ ] 16 lease (with every relevant memorandum or variation)
- [ ] 17 other document relevant to tenancies
- [ ] 18 licence benefiting the land
- [ ] 19 old system document
- [ ] 20 Crown purchase statement of account
- [ ] 21 building management statement
- [x] 22 form of requisitions
- [ ] 23 *clearance certificate*
- [ ] 24 land tax certificate

Home Building Act 1989

- [x] 25 insurance certificate
- [ ] 26 brochure or warning
- [ ] 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

- [ ] 28 certificate of compliance
- [ ] 29 evidence of registration
- [ ] 30 relevant occupation certificate
- [ ] 31 certificate of non-compliance
- [ ] 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- [ ] 33 property certificate for strata common property
- [ ] 34 plan creating strata common property
- [ ] 35 strata by-laws
- [ ] 36 strata development contract or statement
- [ ] 37 strata management statement
- [ ] 38 strata renewal proposal
- [ ] 39 strata renewal plan
- [ ] 40 leasehold strata - lease of lot and common property
- [ ] 41 property certificate for neighbourhood property
- [ ] 42 plan creating neighbourhood property
- [ ] 43 neighbourhood development contract
- [ ] 44 neighbourhood management statement
- [ ] 45 property certificate for precinct property
- [ ] 46 plan creating precinct property
- [ ] 47 precinct development contract
- [ ] 48 precinct management statement
- [ ] 49 property certificate for community property
- [ ] 50 plan creating community property
- [ ] 51 community development contract
- [ ] 52 community management statement
- [ ] 53 document disclosing a change of by-laws
- [ ] 54 document disclosing a change in a development or management contract or statement
- [ ] 55 document disclosing a change in boundaries
- [ ] 56 information certificate under Strata Schemes Management Act 2015
- [ ] 57 information certificate under Community Land Management Act 1989
- [ ] 58 disclosure statement - off the plan contract
- [ ] 59 other document relevant to off the plan contract

Other

- [ ] 60

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

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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.

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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.

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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	**NSW Department of Education**
Australian Taxation Office	**NSW Fair Trading**
Council	**Owner of adjoining land**
County Council	**Privacy**
Department of Planning and Environment	**Public Works Advisory**
Department of Primary Industries	**Subsidence Advisory NSW**
Electricity and gas	**Telecommunications**
Land and Housing Corporation	**Transport for NSW**
Local Land Services	**Water, sewerage or drainage authority**

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it 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.

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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 –

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

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* 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.

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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*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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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.

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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).

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18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

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

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

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

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

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

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

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

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

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

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

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

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

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

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

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

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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.

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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.

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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 earnt 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.

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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.

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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.

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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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Special Conditions

In the event there is a conflict between these Special Conditions and the printed provisions of this Contract, these Special Conditions prevail.

1. Purchasers warranty

The Purchaser warrants that the Purchaser was not introduced to the property or the Vendor, by any Real Estate Agent other than the one noted on the front page of this Contract for Sale of Land. The Purchaser agrees to indemnify the Vendor against any claim for commission and any out of pocket legal fees or costs that shall arise from the Vendor disputing such claim.
The Vendor warrants that it has not appointed any agent or other person entitled to a commission in connection with the sale of the property to the Purchaser except the Vendor's agent disclosed on the front page of this Contract.
This clause shall not merge on completion.

2. Present state and condition

The purchaser purchases the property in its present state and condition, subject to and including all defects, if any, having relied on his own inspections and enquiries and relation thereto and having not relied on any representations or warranties made by the vendor or anyone representing the vendor.
The purchaser accepts the property subject to improvements and inclusions any patent or latent defects therein and infestation.
The purchaser shall not be entitled to make any objection, requisition, or claim for compensation or rescind or terminate the contract or delay completion as a result of any such improvement, inclusion, patent or latent defect or infestation therein.

3. Death, Mental Incapacity, Bankruptcy or Liquidation

In the event either the Vendor or the Purchaser should prior to completion die or become mentally ill or be declared bankrupt or being a company go into liquidation then the other party may at any time thereafter, rescind this contract by notice in writing served on the other party, whereby the provisions of clause 19 shall apply.

4. Delayed settlement

In the event the purchaser delays the settlement and does not complete this contract on or before the due date for completion, through no fault of the Vendor, the Purchaser shall pay penalty interest to the vendor from the date of completion up to and including the settlement date, at the rate of 8% per annum payable on the purchase price, until completion. This sum is deemed to represent a genuine pre-estimate of the loss that will be caused to the vendor for the delay in settlement.

5. Reasonable Notice

In the event either party is unable to or unwilling to complete, by the completion date then the other party shall be entitled to serve a Notice to Complete, any time after the completion date has expired, making the time for

completion an essential term of the Contract. Such notice shall be no less than 14 days-notice, from the day immediately following the day after which the Notice to Complete was served on the defaulting party.

In the event the vendors Conveyancer issues a Notice to Complete on the Purchaser for delaying settlement, the purchaser must pay $385.00 (inclusive of gst) on completion to compensate the vendor for extra legal costs associated with the issuing of the Notice of Complete.

The parties acknowledge 14 days is considered to be a reasonable and fair time frame to render the time for completion but essential at law and in equity.

6. Requisitions on Title

The purchaser agrees that he will not make any form of Requisition on Title other than those annexed to this Contract.

7. Deposit Bond

The parties agree that in the event the Purchaser requests to use a deposit bond, a deposit bond will be accepted provided the deposit bond:

(a) is underwritten by **QBE Insurance (Australia) Ltd**;

(b) is for an amount equal to the 10% Deposit or the balance of the 10% Deposit in accordance with the Contract;

(c) must be valid for the period of the Contract;

(d) contains the name of the Vendor to whom the guaranteed amount is to be paid on demand;

(e) contains the name of the Purchaser and makes reference to the Contract and the sale of the property.

8. Release of Deposit

The purchaser agrees to release all or part of the deposit paid under this Contract, to the vendor to use as a deposit on another property. The vendor agrees that this deposit shall only be released on the basis that it is to be securely held in the Trust Account of another Real Estate Agent or Solicitors/Conveyancers Trust Account pending settlement.

The Vendor warrants that he will not authorise to further release this deposit to any such vendor on his purchase transaction.

9. Deposit by instalments

In the event the purchaser requests and the vendor agrees:

a) Notwithstanding anything else herein, the parties agree that the purchasers shall pay the 10% deposit as follows:-

(i) The sum of $ upon exchange or expiration of the cooling off period;

(ii) The remaining 5% (being the balance of the 10% deposit) being the sum of $ upon completion of the Contract for Sale of Land

together with all other monies due and payable by the purchasers pursuant to the Contract for Sale of Land.

b) The parties further acknowledge that in the event only that this contract is terminated through no fault of the vendor by reason of the purchasers' unwillingness or inability to settle or complete in accordance with this Contract, then in addition to all and any other rights or remedies the vendor has or may have the right against the purchasers, the purchasers shall remain liable for and shall pay to the vendor the balance of the 10% deposit being the sum of $ and this special condition 9b shall not merge on completion.

10. Sewer Infrastructure location diagram

The purchaser acknowledges if the property is located within the Hunter Water Corporation district, that subject to Schedule 1 Conveyancing (Sale of Land) Regulation 2017, Hunter Water Corporation are not able to provide an internal house drainage diagram showing the location of the house's internal service lines from Hunter Water's sewer mains.

11. Adjustments

The parties agree to adjust all usual outgoings required to settle however if there is an error in any amounts adjusted, or calculated incorrectly or overlooked by either party, the parties agree to correct such error and to reimburse each other after completion.

In the event the vendor is in credit on any usual adjustments, at the time the settlement adjustments are calculated, the purchaser agrees such credit is to be considered a necessary adjustment in accordance with clause 14.2 of the Contract and further agrees to make such allowance in the settlement adjustment sheet to reimburse the vendor for any such credit.

This clause shall not merge on completion.

12. Fencing

(a) The purchaser covenants and agrees with the vendor they shall not make any claim against the vendor for contribution towards the cost of erection or replacement of any dividing fence upon the boundary of adjoining land.

(b) The vendor does not warrant that any fences on the subject lot (if any) are on the boundaries or that the boundaries are identified correctly, and the purchaser should rely on their own enquires to confirm the boundaries of the property.

13. Covid – 19 (Coronavirus)

This condition is for the benefit of both parties, should either party:

(a) Contract the Covid-19 virus;
(b) be placed in isolation in the property;
(c) directed to self-isolate in the property;
(d) need to care for an immediate member of their household or family in the property who is directly affected by matters (a)-(c) above, or

(e) The Federal, NSW State or Local Government implement a lockdown which directly affect either party,

then the parties agree that the following provisions shall apply:

1. The other party cannot issue a Notice to Complete on that party until such time that the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
2. The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis or direction;
3. Completion shall take place within seven (7) days from the date from which the party is permitted to leave the property.
4. If the vendor is the party seeking the benefit of this clause, he shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion.
5. It is an essential term of this contract that if the vendor is seeking the benefit of this clause, he shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors. In the event the vendor has not complied with this number 5 of this condition, the purchaser is entitled to the sum of $350.00 by way of allowance in the settlement adjustment sheet to pay for a cleaner prior to settlement.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

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(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 or 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.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 214/1275776

SEARCH DATE	TIME	EDITION NO	DATE
18/4/2023	11:18 AM	3	25/2/2022

LAND

LOT 214 IN DEPOSITED PLAN 1275776
AT COORANBONG
LOCAL GOVERNMENT AREA LAKE MACQUARIE
PARISH OF COORUMBUNG COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1275776

FIRST SCHEDULE

CLAY ROBERT O'RIORDAN
HANNAH ELIZABETH O'RIORDAN
AS JOINT TENANTS (T AR404954)

SECOND SCHEDULE (4 NOTIFICATIONS)

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1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP865588 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
3 DP1275776 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
4 AR404955 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 18/4/2023

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Received: 18/04/2023 11:18:18

Req:R358104 /Doc:DP 1275776 P /Rev:17-Aug-2021 /NSW LRS /Prt:18-Aug-2021 03:30 /Seq:1 of 6
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CLAUSE 70 OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017

MARK	MGA CO-ORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
SSM 58061	355 865. 867	6 339 731. 633	C	0.02	SCIMS	FOUND
SSM 96054	355 973. 250	6 339 388. 663	C	0.02	SCIMS	FOUND
SSM 96061	356 314. 092	6 339 646. 550	C	–	SCIMS	FOUND
SSM 190695	356 072	6 339 485	U	–	SCIMS	FOUND
SSM 190696	355 971	6 339 612	U	–	SCIMS	FOUND
SSM 190697	355 960	6 339 785	U	–	SCIMS	FOUND
SSM 190698	355 929. 581	6 339 892. 878	D	0.02	TRAVERSE	PLACED
SSM 190699	355 930. 508	6 339 971. 759	D	0.02	TRAVERSE	PLACED

DATE OF SCIMS COORDINATES: 20-07-2021 MGA ZONE: 56
COMBINED SCALE FACTOR: 0.999850 MGA DATUM: GDA 2020

CLAUSE 71 OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017

HEIGHT SCHEDULE

MARK	AHD VALUE	CLASS	LU	HEIGHT DATUM VALIDATION	STATE
SSM 58061	11.96	LC	0.01	FROM SCIMS – DATUM VALIDATION	FOUND
SSM 96054	7.262	LC	0.01	SCIMS ADOPTED	FOUND
SSM 190695	3.32	U	4		FOUND
SSM 190696	4.585	U	4		FOUND
SSM 190697	15.115	U	4		FOUND
SSM 190698	24.34	LB	0.01		PLACED
SSM 190699	27.10	LB	0.01		PLACED

DATE OF SCIMS AHD VALUES: 20-07-2021 HEIGHT DATUM: AHD 71

(EH) EASEMENT TO DRAIN WATER VAR. WIDTH (D.P. 1242869)
(EK) BENEFITED BY EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1242869)

CLAUSE 69 OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017

HEIGHT DIFFERENCE SCHEDULE

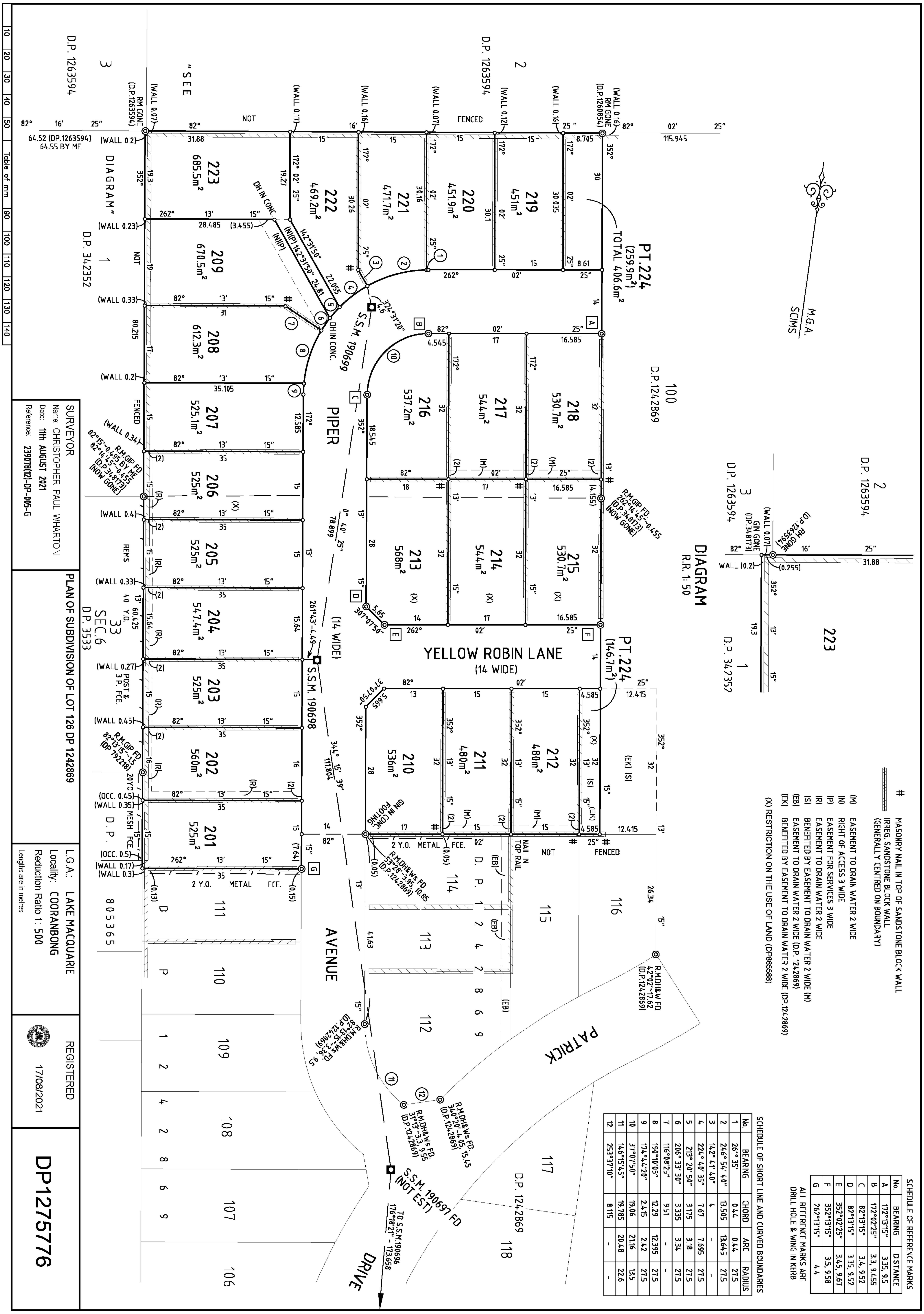
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 96054	SSM 190695	-3.942	TRIGONOMETRIC HEIGHTING
SSM 190695	SSM 190696	1.265	TRIGONOMETRIC HEIGHTING
SSM 190696	SSM 190697	10.53	TRIGONOMETRIC HEIGHTING
SSM 190697	SSM 190698	9.225	TRIGONOMETRIC HEIGHTING
SSM 190698	SSM 190699	2.76	TRIGONOMETRIC HEIGHTING
SSM 190699	SSM 58061	-15.14	TRIGONOMETRIC HEIGHTING
SSM 58061	SSM 96054	-4.698	TRIGONOMETRIC HEIGHTING

HEIGHT DATUM:AHD71

SURVEYOR	PLAN OF SUBDIVISION OF LOT 126 DP 1242869	L.G.A.: LAKE MACQUARIE Locality: COORANBONG Reduction Ratio 1: 1250 Lengths are in metres	REGISTERED 17/08/2021	DP1275776
Name: CHRISTOPHER PAUL WHARTON Date: 11th AUGUST 2021 Reference: 239078(12)-DP-005-G				

10 20 30 40 50 Table of mm 90 100 110 120 130 140

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No.	BEARING	DISTANCE
A	172°13'15"	3.35, 9.5
B	172°02'25"	3.3, 9.455
C	82°13'15"	3.4, 9.52
D	82°13'15"	3.35, 9.52
E	352°02'25"	3.45, 9.67
F	352°13'15"	3.5, 9.58
G	262°13'15"	4.4

SCHEDULE OF REFERENCE MARKS

ALL REFERENCE MARKS ARE DRILL HOLE & WING IN KERB

SCHEDULE OF SHORT LINE AND CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	261° 35'	0.44	0.44	27.5
2	246° 54' 40"	13.505	13.645	27.5
3	142° 41' 40"	4	-	-
4	224° 40' 35"	7.67	7.695	27.5
5	213° 20' 50"	3.175	3.18	27.5
6	206° 33' 30"	3.335	3.34	27.5
7	116°08'25"	9.51	-	-
8	190°10'05"	12.29	12.395	27.5
9	174°44'20"	2.415	2.42	27.5
10	37°07'50"	19.06	21.16	13.5
11	146°15'45"	19.785	20.48	22.6
12	253°37'10"	8.115	-	-

\# MASONRY NAIL IN TOP OF SANDSTONE BLOCK WALL
IRREG. SANDSTONE BLOCK WALL (GENERALLY CENTRED ON BOUNDARY)
(M) EASEMENT TO DRAIN WATER 2 WIDE
(N) RIGHT OF ACCESS 3 WIDE
(P) EASEMENT FOR SERVICES 3 WIDE
(R) EASEMENT TO DRAIN WATER 2 WIDE
(S) BENEFITED BY EASEMENT TO DRAIN WATER 2 WIDE (M)
(EB) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1242869)
(EK) BENEFITED BY EASEMENT TO DRAIN WATER 2 WIDE (DP.1242869)
(X) RESTRICTION ON THE USE OF LAND (DP865588)

SURVEYOR
Name: CHRISTOPHER PAUL WHARTON
Date: 11th AUGUST 2021
Reference: 239078(12)-DP-005-G

PLAN OF SUBDIVISION OF LOT 126 DP 1242869

L.G.A.: LAKE MACQUARIE
Locality: COORANBONG
Reduction Ratio 1: 500
Lengths are in metres

REGISTERED
17/08/2021

DP1275776

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PLAN FORM 6 (2020)	**DEPOSITED PLAN ADMINISTRATION SHEET**	SHEET 1 OF 4 SHEET(S)

Office Use Only

Registered: 17/08/2021

Title System: TORRENS

Office Use Only

DP1275776

PLAN OF SUBDIVISION OF LOT 126 DP 1242869

LGA: LAKE MACQUARIE
Locality: COORANBONG
Parish: COORUMBUNG
County: NORTHUMBERLAND

Survey Certificate

I, CHRISTOPHER PAUL WHARTON

of ADW JOHNSON PTY LIMITED
7/335 HILLSBOROUGH ROAD, WARNERS BAY, NSW 2282

a surveyor registered under the *Surveying and Spatial Information Act 2002*, 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 11th August 2021, ~~or~~

~~*(b) The part of the land shown in the plan (*being/*excluding ** .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on....., 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: 13/8/2021

Surveyor Identification No: 8235

Surveyor registered under the *Surveying and Spatial Information Act 2002*

*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.

Crown Lands NSW/Western Lands Office Approval

I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, HEATH TIMOTHY ROBERTSON

*Authorised Person/~~*General Manager~~/~~*Accredited Certifier~~, certify that the provisions of s.6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Registration number: —

Consent Authority: LAKE MACQUARIE CITY COUNCIL

Date of endorsement: 13 AUGUST 2021

Subdivision Certificate number: SC/79/2021

File number: DA/1574/2012/E

*Strike through if inapplicable.

Plans used in the preparation of survey /~~compilation.~~

D.P.348173
D.P.792218
D.P.825266
D.P.1242869
D.P.1263594

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

IT IS INTENDED TO DEDICATE YELLOW ROBIN LANE & THE EXTENSION OF PIPER AVENUE TO THE PUBLIC AS PUBLIC ROAD.

If space insufficient continue on PLAN FORM 6A

Surveyor's Reference: 239078(12)-DP-005-G

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** SHEET 2 OF 4 SHEET(S)

Registered: 17/08/2021 Office Use Only

Office Use Only

DP1275776

PLAN OF SUBDIVISION OF LOT 126 DP 1242869

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

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

Subdivision Certificate Number: SC/79/2021

Date of Endorsement: 13 August 2021

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

1. EASEMENT TO DRAIN WATER 2 WIDE (M)
2. RIGHT OF ACCESS 3 WIDE (N)
3. EASEMENT FOR SERVICES 3 WIDE (P)
4. EASEMENT TO DRAIN WATER 2 WIDE (R)
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND

RELEASE:-

1. RIGHT OF ACCESS 16 WIDE (D.P.1242869)

If space insufficient use additional annexure sheet

Surveyor's Reference: 239078(12)-DP-005-G

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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** SHEET 3 OF 4 SHEET(S)

Registered: 17/08/2021 Office Use Only

Office Use Only

DP1275776

PLAN OF SUBDIVISION OF LOT 126 DP 1242869

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

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

Subdivision Certificate Number: SC/179/2021

Date of Endorsement: 13 August 2021

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

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
201	9	PIPER	AVENUE	COORANBONG
202	11	PIPER	AVENUE	COORANBONG
203	13	PIPER	AVENUE	COORANBONG
204	15	PIPER	AVENUE	COORANBONG
205	17	PIPER	AVENUE	COORANBONG
206	19	PIPER	AVENUE	COORANBONG
207	21	PIPER	AVENUE	COORANBONG
208	23	PIPER	AVENUE	COORANBONG
209	25	PIPER	AVENUE	COORANBONG
210	9	YELLOW ROBIN	LANE	COORANBONG
211	7	YELLOW ROBIN	LANE	COORANBONG
212	5	YELLOW ROBIN	LANE	COORANBONG
213	12	YELLOW ROBIN	LANE	COORANBONG
214	10	YELLOW ROBIN	LANE	COORANBONG
215	8	YELLOW ROBIN	LANE	COORANBONG
216	12	PIPER	AVENUE	COORANBONG
217	14	PIPER	AVENUE	COORANBONG
218	16	PIPER	AVENUE	COORANBONG
219	35	PIPER	AVENUE	COORANBONG
220	33	PIPER	AVENUE	COORANBONG
221	31	PIPER	AVENUE	COORANBONG
222	29	PIPER	AVENUE	COORANBONG
223	27	PIPER	AVENUE	COORANBONG
224	37	PIPER	AVENUE	COORANBONG
224	3	YELLOW ROBIN	LANE	COORANBONG

If space insufficient use additional annexure sheet

Surveyor's Reference: 239078(12)-DP-005-G

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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** SHEET 4 OF 4 SHEET(S)

Registered: Office Use Only
17/08/2021

Office Use Only

DP1275776

PLAN OF SUBDIVISION OF LOT 126 DP 1242869

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

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

Subdivision Certificate Number: SC/29/2021

Date of Endorsement: 13. August 2021

Executed by **Avondale Greens Pty Limited**
(ACN 099 742 542)
in accordance with Section 127
of the Corporation Act 2001 by:

.....

.....

Signature of Sole Director/~~Secretary~~

.....

KEITH JOHNSON

.....

Name of Sole Director/~~Secretary~~

If space insufficient use additional annexure sheet

Surveyor's Reference: 239078(12)-DP-005-G

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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 CONVEYANCING ACT 1919.

Lengths are in metres

Plan: DP1275776

Plan of Subdivision of Lot 126 DP 1242869
covered by Subdivision Certificate No. SC/79/2021
Dated: 13 August 2021

Full name and address of the owner of the land:

Avondale Greens Pty Limited
ACN 099 742 542
Level 12, 48 Hunter Street
SYDNEY NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 2 wide (M)	211 212 217 218	210, 212, part 224 & part 100/1242869 designated (S) Part 224 & part 100/1242869 designated (S) 216 216, 217
2	Right of Access 3 wide (N)	209 223	223 209
3	Easement for Services 3 wide (P)	209 223	223 209
4	Easement to Drain Water 2 wide (R)	202 203 204 205 206	1/342352 & 33/6/3533 1/342352 & 33/6/3533 1/342352 1/342352 1/342352
5	Restriction on the Use of Land	201 to 223 incl.	Every other lot except 224
6	Restriction on the Use of Land	202 to 209 incl, 223	Lake Macquarie City Council
7	Restriction on the Use of Land	224	Lake Macquarie City Council

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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 CONVEYANCING ACT 1919.

Lengths are in metres

Plan: DP1275776

Plan of Subdivision of Lot 126 DP 1242869
covered by Subdivision Certificate No. SC/79/2021
Dated: 13 August 2021

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Right of Access 16 wide (DP 1242869)	126/1242869	Lake Macquarie City Council

Part 2 (Terms)

1. **Terms of Easement to Drain Water numbered 1 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 Right of Access numbered 2 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.

3. **Terms of Easement for Services numbered 3 in the plan.**

   An Easement for Services in terms set out in Part 11 of schedule 8 of the Conveyancing Act, 1919 (as amended) is created.

4. **Terms of Easement to Drain Water numbered 4 in the plan.**

   Easements to Drain Water in terms set out in Part 3 of schedule 8 of the Conveyancing Act, 1919 (as amended) is created.

5. **Terms of Restriction on the Use of Land numbered 5 in the plan.**

   (a) In these restrictions the following expressions have the meaning attributed to them in this restriction:

   Council means Council of the City of Lake Macquarie.

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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 CONVEYANCING ACT 1919.

Lengths are in metres

Plan: DP1275776

Plan of Subdivision of Lot 126 DP 1242869
covered by Subdivision Certificate No. SC/79/2021
Dated: 13 August 2021

Dwelling means a room or suite of rooms occupied or used or so constructed, designed or adapted as to be capable of being occupied or used as a separate domicile.

Estate means the whole of the land intended to be subdivided as part of the residential development known as "Watagan Park" at Cooranbong being the whole of the land zoned residential or formerly contained in Folio Identifiers 951/1229185

Johnson Property Group means Johnson Property Group Pty Limited ACN 102 465 814 or its nominated successor or assignee.

Living Area means in respect of each Dwelling erected on the lot burdened all that floor area or those floor areas on each and every level of the Dwelling as is or are bounded by and comprised within the external faces of the external walls of the Dwelling. However, in the situation where any external wall of any Dwelling is a common wall with another Dwelling, the middle of any such common wall will be taken to be external face. "Living Area" however excludes the floor area of any covered patio, terrace or veranda and/or any garage.

Prohibited Area means:

a. In the case of a lot which faces only one public road, that area between the front building line of the main building erected thereon and the public road to which the said lot abuts, but does not include any area which is not visible from any public road or place; and

b. In the case of a lot which faces more than one public road, that area between the front building line of the main building erected thereon and the public road to which the said main building faces and any other area of the lot that is not screened from any other public road, but does not include any area which is not visible from any public road or place.

Prohibited Item means any plant, machinery and/or other equipment, including but not limited to any caravan, box trailer, boat trailer, car trailer, motor vehicle or any part thereof, but does not include any motor car, motor station wagon or utility that is registered for use on a public road.

Watagan Park Design Guidelines means the Watagan Park Design and Landscape Guidelines as amended by Johnson Property Group from time to time, as determined by it in its absolute discretion.

(b) Whilst Johnson Property Group owns or controls any lot or part of a lot within the Estate and for a period of three years thereafter no Dwelling may be erected or commenced nor permitted to remain on any lot burdened unless:

i. The Dwelling to be erected, external materials, colours and finishes of the dwelling and landscaping have been designed in accordance with the Watagan Park Guidelines, and

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ii. The plans, elevations and a schedule of external materials, colours and finishes including roofing materials, have been submitted to and approved in writing in accordance with the Watagan Park Design Guidelines. Approval must be obtained before application is made to Council or any other relevant authority.

(c) No Dwelling erected on the lot burdened may be used or permitted to be used for any purpose other than that of a private residence unless approval for any other use is first obtained from Johnson Property Group.

(d) Whilst Johnson Property Group owns or controls any lot or part of a lot within the Estate and for a period of three years thereafter:

i. Subdivision of the lot burdened, that creates any additional allotment, is prohibited.

ii. Dual occupancy Dwellings (attached and detached) are prohibited where two separate garages and/or two separate front entry doors are accessible from the same public street.

iii. Dual occupancy Dwellings (attached and detached) on the lot burdened may be permitted where that burdened lot has two or more street frontages, provided that:

a. Permission is granted by Johnson Property Group in writing, as determined by it in its absolute discretion, and
b. The Dwellings address both street frontages, and
c. Garage and front door access to each Dwelling is via different streets, and
d. Design of both dwellings demonstrate high architectural merit, as determined by the Watagan Park design review panel in its absolute discretion.
e. The plans, elevations and a schedule of external materials, colours and finishes including roofing materials have been submitted to and approved in writing in accordance with the Watagan Park Design Guidelines. Approval must be obtained before application is made to Council or any other relevant authority.

iv. Secondary Dwellings, granny flats and studios will be prohibited on a lot burdened where that burdened lot has two or more street frontages.

v. Secondary Dwellings, granny flats and studios on the lot burdened may be permitted, provided that:

a. Permission is granted by Johnson Property Group in writing, as determined by it in its absolute discretion, and
b. No subdivision occurs either before or after the erection of the secondary dwelling, granny flat or studio, and

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c. The secondary dwelling, granny flat or studio is positioned behind the main dwelling and is not visible from any public street, and
d. Secondary garages and secondary front entry doors are not visible from any public street, and
e. The external materials, colours and finishes of the secondary dwelling, granny flat or studio and landscaping is consistent with the materials, colours, finishes and landscaping of the main dwelling, and
f. The plans, elevations and a schedule of external materials, colours and finishes including roofing materials have been submitted to and approved in writing in accordance with the Watagan Park Design Guidelines. Approval must be obtained before application is made to Council or any other relevant authority.

(e) No other building may be erected or permitted to remain on the lot burdened unless it complies with the requirements of the Watagan Park Design Guidelines.

(f) No Dwelling may be occupied if six months after the date of practical completion of that Dwelling the driveway has not been completed and the front area of the land is not landscaped, using turf, paths, garden beds, and plants substantially in accordance with the Watagan Park Design Guidelines.

(g) Without limiting the generality of the Watagan Park Design Guidelines, all of the following constructed or placed on the lot burdened must comply with the Watagan Park Design Guidelines:

i. Garage;
ii. Driveways;
iii. Fences;
iv. Retaining walls;
v. Letterboxes.

(h) No building constructed on any lot burdened may be used or permitted to be used for the display of an exhibition home or for the promotion or sale of homes without the prior written consent of Johnson Property Group.

(i) No Prohibited Item is permitted to remain on any part of the Prohibited Area of the lot burdened for a period exceeding 14 consecutive days without being moved from the lot burdened. Any Prohibited Item that is removed from the lot burdened for a period of less than seven consecutive days is deemed to have remained on the lot burdened for the period during which it was removed.

(j) No structure of a temporary character or nature which is intended for habitation, including, but not limited to, any basement, tent, shed, shack, garage, trailer, campervan or caravan, may be erected or permitted to remain on the lot burdened.

(k) No earth, stone, gravel or trees can be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building

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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 CONVEYANCING ACT 1919.

Lengths are in metres

Plan: DP1275776

Plan of Subdivision of Lot 126 DP 1242869
covered by Subdivision Certificate No. SC/79/2021
Dated: 13 AUGUST 2021

on the relevant lot burdened or to facilitate all reasonable landscaping of the lot or as approved by Council.

(l) No lot may appear or remain in an excavated or quarried state.

(m) No fuel storage tanks (except any such tanks used for oil heating purpose) may be placed upon or permitted to remain on any lot burdened.

(n) No advertisement, hoarding, sign or matter of any description may be erected or displayed on any lot burdened without the prior written consent of Johnson Property Group. Upon receipt of the written consent of Johnson Property Group, the registered proprietor of any lot burdened may display not more than one sign on the lot burdened advertising the fact that either the relevant lot burdened or the Dwelling on the relevant lot burdened is for sale provided that:

i. Any such sign does not exceed 600mm in width and 900mm in height; and

ii. Any such sign is painted and/or decorated in its entirety by a professional sign writer.

(o) No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 2.5 tonnes may be parked or permitted to remain on any lot burdened unless it is used in connection with the erection of a Dwelling on the relevant lot burdened.

(p) No Dwelling or other building may be constructed on the lot burdened unless:

i. The lot burdened is maintained in as clean and tidy a condition as is practicable having regard to the nature of the construction being carried out; and

ii. All rubbish or refuse generated by such construction work is collected and removed from the lot burdened not less than once every four weeks.

(q) No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry may be conducted or carried out on any lot burdened. In particular, no commercial or boarding kennels may be constructed or permitted to remain on any lot burdened.

(r) If works are proposed on a lot burdened that would alter the existing ground level of the lot burdened at its boundary with an adjacent lot in the Estate, those proposed works must take into account the existing ground level of the adjacent lot to the satisfaction of Johnson Property Group.

Any approval required to be given under this restriction will be deemed to have been given by Johnson Property Group in respect of any Dwelling, building or other activity the construction or conduct of which (as applicable) did or does commence after the date which is three years after Johnson Property Group ceases to own or control any lot in the Estate.

Req:R358553 /Doc:DP 1275776 B /Rev:17-Aug-2021 /NSW LRS /Prt:18-Aug-2021 08:51 /Seq:7 of 9
© Office of the Registrar-General /Src:INFOTRACK /Ref:239078

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

Lengths are in metres

Plan: DP1275776

Plan of Subdivision of Lot 126 DP 1242869
covered by Subdivision Certificate No. SC/79/2021
Dated: 13 August 2021

6. Terms of Restriction on the Use of Land numbered 6 in the plan.

Any fencing erected along the rear (western) boundary of the lots burdened that adjoin lot 1 DP 342352 and lot 1 section 6 DP 3533 must be fully funded by the owner of each respective burdened lot.

7. Terms of Restriction on the Use of Land numbered 7 in the plan.

No structure/dwelling/ building is permitted to be erected on the lot burdened.

Name of Authority Empowered to Release, Vary or Modify the Easement and Right of Access Numbered 1, 2, 3, 4, 6 and 7 in the Plan:

Lake Macquarie City Council

Name of Person or Authority Empowered to Release, Vary or Modify the Restriction on the Use of Land Numbered 5 in the Abovementioned Plan

Lake Macquarie City Council AND Johnson Property Group Pty Limited
ACN 102 465 814.

Req:R358553 /Doc:DP 1275776 B /Rev:17-Aug-2021 /NSW LRS /Prt:18-Aug-2021 08:51 /Seq:8 of 9
© Office of the Registrar-General /Src:INFOTRACK /Ref:239078

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

Lengths are in metres

Plan: DP1275776

Plan of Subdivision of Lot 126 DP 1242869
covered by Subdivision Certificate No. SC/79/2021
Dated: 13 August 2021

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

.....
(Signature of delegate)

HEATH TIMOTHY ROBERTSON
(Name of delegate)

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

.....
(Signature of witness)

IAN OWEN BARNES
(Name of witness)

128-136 Main Rd
SPEERS POINT

.....
(Address of witness)

Req:R358553 /Doc:DP 1275776 B /Rev:17-Aug-2021 /NSW LRS /Prt:18-Aug-2021 08:51 /Seq:9 of 9
© Office of the Registrar-General /Src:INFOTRACK /Ref:239078

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

Lengths are in metres

Plan: DP1275776

Plan of Subdivision of Lot 126 DP 1242869
covered by Subdivision Certificate No. SC/79/2021
Dated: 13 AUGUST 2021

Executed by **Avondale Greens Pty Limited**
(ACN 099 742 542)
in accordance with Section 127
of the Corporation Act by:

.....

.....
Signature of Sole Director

KEITH JOHNSON
.....
Name of Sole Director

.....
signature of witness

BRYAN GARLAND
Name of witness

27 PATRICK DRIVE COOPERNOOK NSW 2265
address of witness

REGISTERED: 17/08/2021

PLAN FORM 2 — Plan Drawing only to appear in this space — *OFFICE USE ONLY

SIGNATURE AND SEALS ONLY.

THE COMMON SEAL OF McNAMEE CONSTRUCTIONS PTY. LIMITED was hereunto affixed by the authority of the Board of Directors in the presence of:

Director

Secretary

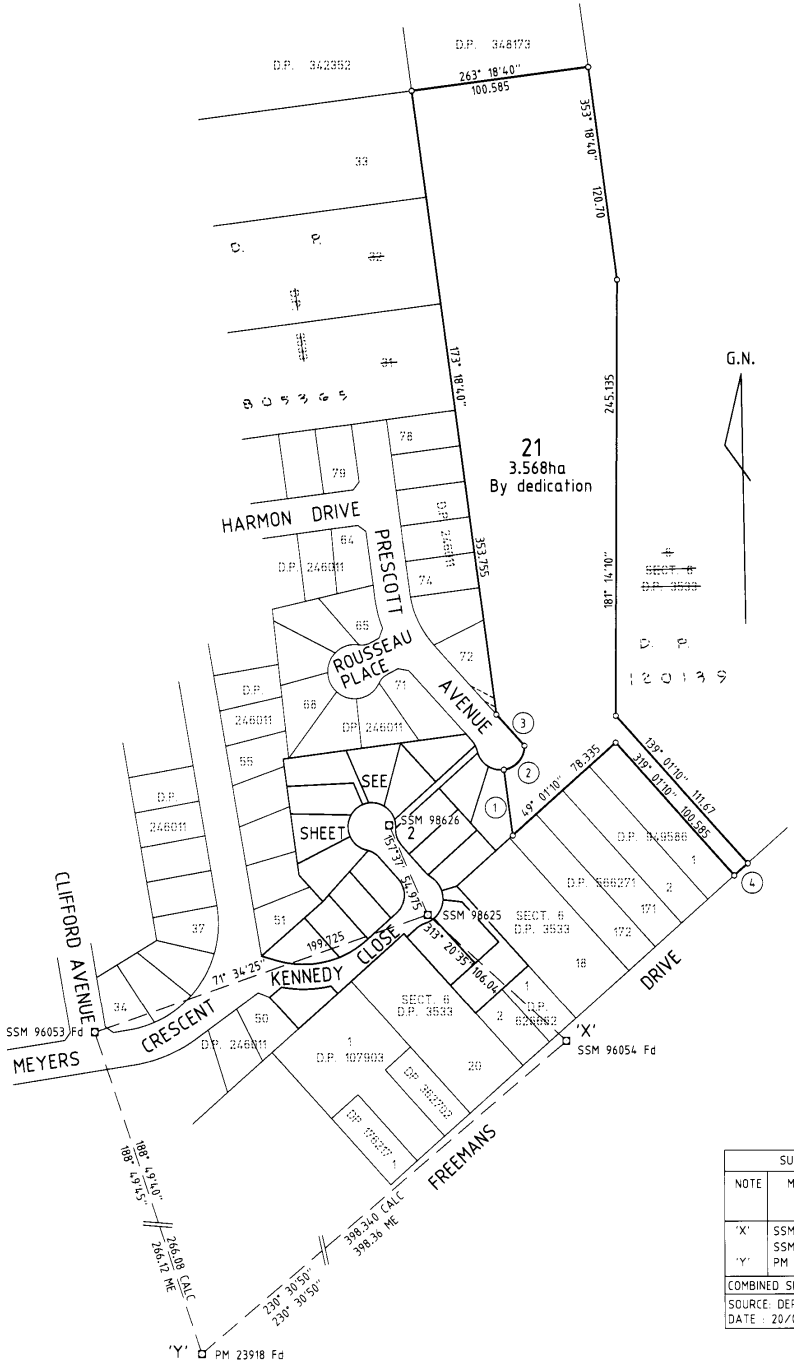
McNAMEE CONSTRUCTIONS PTY. LIMITED A.C.N. 003 538 179 — Common Seal

THE COMMON SEAL OF LANDANCE PTY. LIMITED was hereunto affixed by the authority of the Board of Directors in the presence of:

Director

Secretary

LANDANCE — Common Seal



SCHEDULE OF SHORT LINES & CURVES		
POINT	BEARING	DISTANCE
1	173°18'40"	37.385
2	CH 42°01'55"	17.815 A19.455 R 13.5
3	318°55'40"	23.705
4	49°01'10"	10.06

SURVEY PRACTICE REGULATIONS 1990 : CLAUSE 32(2)					
NOTE	MARK	I.S.G. COORDINATES		ZONE	ACC.
		EASTING	NORTHING		
'X'	SSM 96054	342561.623	1338920.626	56\1	2
	SSM 96053	342295.029	1338930.258	56\1	2
'Y'	PM 23918	342254.193	1338667.328	56\1	2
COMBINED SEA LEVEL & SCALE FACTOR = 0.99994					
SOURCE: DEPARTMENT OF CONSERVATION AND LAND MANAGEMENT DATE : 20/09/1996					

DP 865588 *

Registered: 24-1-1997

C.A: No 94/180 OF 26.11.96

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U3635-61#

Last Plan: DP 626662 DP 315674

PLAN OF SUBDIVISION OF LOT 3 IN D.P. 626662 & LOT 1 IN D.P. 315674

Lengths are in metres. Reduction Ratio 1: 2000

L.G.A. LAKE MACQUARIE

Locality: COORANBONG

Parish: COORUMBUNG

County: NORTHUMBERLAND

This is sheet 1 of my plan in 2 sheets. (Delete if inapplicable).

I, Peter R. Ingold of Trehy, Ingold & Neate DX 20808 The Entrance a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Survey Practice Regulation 1990 and any special requirements of the Department of Lands, and was completed on # 15/10/1996

Signature

Surveyor registered under Surveyors Act, 1929, as amended.
Datum Line of Azimuth. 'X' - 'Y'
#Insert date of survey.

Plans used in preparation of survey/compilation.

D.P. 246011 D.P. 3533
D.P. 362702 D.P. 107903
D.P. 626662
D.P. 566271

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

1) EASEMENT TO DRAIN WATER 3 WIDE
2) EASEMENT TO DRAIN WATER 2 WIDE
3) RIGHT OF ACCESS VARIABLE WIDTH
4) RESTRICTIONS ON USE

IT IS INTENDED TO DEDICATE:-

1) KENNEDY CLOSE
2) EXTENSION OF PRESCOTT AVENUE
3) PATHWAY 4.0 WIDE

TO THE PUBLIC AS ROAD

Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages .....

Council's Certificate

I hereby certify that -

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

*(b) the requirements of section 38B of the † ~~Metropolitan Water, Sewerage and Drainage Act, 1924, as amended~~ † Hunter District Water, Sewerage, and Drainage Act, 1938, as amended.

have been complied with by the applicant in relation to the proposed SUBDIVISION (Insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No. 94\180

Date 26\11\96

(Signature) General Manager/Authorised Person

Council File No. 1\2517\0020

*This part of the certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land is to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.

† Delete if inapplicable

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

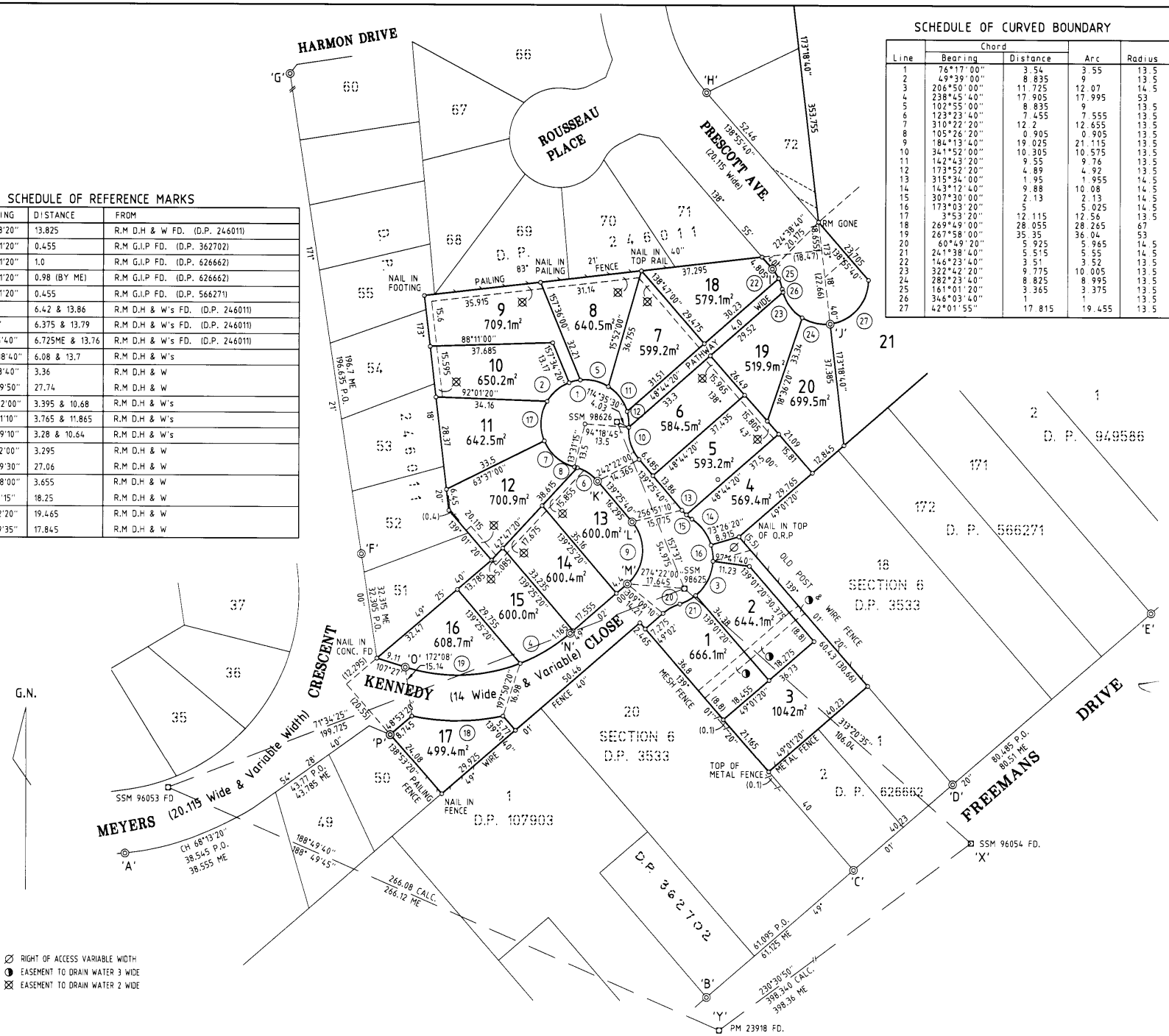
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEYOR'S REFERENCE: 15229DP1

DP 865588

Req:R269291 /Doc:DP 0865588 P /Rev:29-Jan-1997 /Sts:OK.OK /Pgs:ALL /Prt:29-Aug-2017 11:12 /Seq:1 of 2
Ref:17129 /Src:M

PLAN FORM 3 | To be used in conjunction with Plan Form 2 | WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION | *OFFICE USE ONLY



SCHEDULE OF REFERENCE MARKS

POINT	BEARING	DISTANCE	FROM
A	171°58'20"	13.825	R.M D.H & W FD. (D.P. 246011)
B	319°01'20"	0.455	R.M G.I.P FD. (D.P. 362702)
C	319°01'20"	1.0	R.M G.I.P FD. (D.P. 626662)
D	319°01'20"	0.98 (BY ME)	R.M G.I.P FD. (D.P. 626662)
E	319°01'20"	0.455	R.M G.I.P FD. (D.P. 566271)
F	81°21'	6.42 & 13.86	R.M D.H & W's FD. (D.P. 246011)
G	83°21'	6.375 & 13.79	R.M D.H & W's FD. (D.P. 246011)
H	48°55'40"	6.725ME & 13.76	R.M D.H & W's FD. (D.P. 246011)
I	224°38'40"	6.08 & 13.7	R.M D.H & W's
J	173°18'40"	3.36	R.M D.H & W
	162°49'50"	27.74	R.M D.H & W
K	242°22'00"	3.395 & 10.68	R.M D.H & W's
L	256°51'10"	3.765 & 11.865	R.M D.H & W's
M	309°09'10"	3.28 & 10.64	R.M D.H & W's
N	319°02'00"	3.295	R.M D.H & W
	251°49'30"	27.06	R.M D.H & W
O	352°08'00"	3.655	R.M D.H & W
	70°46'15"	18.25	R.M D.H & W
P	139°12'20"	19.465	R.M D.H & W
	196°19'35"	17.845	R.M D.H & W

SCHEDULE OF CURVED BOUNDARY

Line	Chord Bearing	Chord Distance	Arc	Radius
1	76°17'00"	3.54	3.55	13.5
2	49°39'00"	8.835	9	13.5
3	206°50'00"	11.725	12.07	14.5
4	238°45'40"	17.995	53	
5	102°55'00"	8.835	9	13.5
6	123°23'40"	7.455	7.555	13.5
7	310°22'20"	12.2	12.655	13.5
8	105°26'20"	0.905	0.905	13.5
9	184°13'40"	19.025	21.115	13.5
10	341°52'00"	10.305	10.575	13.5
11	142°43'20"	9.55	9.76	13.5
12	173°52'20"	4.89	4.92	13.5
13	315°34'00"	1.95	1.955	14.5
14	143°12'40"	9.88	10.08	14.5
15	307°30'00"	2.13	2.13	14.5
16	173°03'20"	5	5.025	14.5
17	3°53'20"	12.115	12.56	13.5
18	269°49'00"	28.055	28.265	67
19	267°58'00"	35.35	36.04	53
20	60°49'20"	5.925	5.965	14.5
21	241°38'40"	5.515	5.55	14.5
22	146°23'40"	3.51	3.52	13.5
23	322°42'20"	9.775	10.005	13.5
24	282°23'40"	8.825	8.995	13.5
25	161°01'20"	3.365	3.375	13.5
26	346°03'40"	1	1	13.5
27	42°01'55"	17.815	19.455	13.5

DP 865588 *

Registered: 24-1-1997

This is sheet 2 of my plan in 2 sheets dated 15/10/96

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 2 sheets covered by my Certificate No. S/A 94/180 FILE # 1/2517/0020 of 26/11/96

Council Clerk

For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio 1: 800

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 15229DP2

Req:R269291 /Doc:DP 0865588 P /Rev:29-Jan-1997 /Sts:OK.OK /Pgs:ALL /Prt:29-Aug-2017 11:12 /Seq:2 of 2
Ref:17129 /Src:M

Req:R269293 /Doc:DP 0865588 B /Rev:29-Jan-1997 /Sts:OK.OK /Pgs:ALL /Prt:29-Aug-2017 11:12 /Seq:1 of 7
Ref:17129 /Src:M

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

Lengths are in metres

DP 865588

Subdivision of Lot 3, D.P. ~~62662~~ 626662 and Lot 1, D.P. 315674 covered by Council's Certificate No. 94/180 dated 26.11.1996

PART 1.

Full name and address of the Proprietors of the land:

Landance Pty Limited and McNamee Constructions Pty Limited of 575 Freemans Drive COORANBONG NSW 2265

Ross Kitson Twine and Suzanne Evelyn Twine of 615 Freemans Drive COORANBONG NSW 2265

1. Identity of easement or restriction firstly referred to in the above-mentioned plan

Easement to Drain Water 3 wide

Schedule of lots, etc. affected.

Lots Burdened	Authority Benefited
1, 2 & 3	The Council of the City of Lake Macquarie

Ref: 15229 - 12 November 1996

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

Lengths are in metres

Plan: DP865588

626662
Subdivision of Lot 3, D.P. ~~62682~~ and Lot 1, D.P. 315674 covered by Council's Certificate No. 94/180 dated 26.11.1996

---

2. Identity of easement or restriction secondly referred to in the above-mentioned plan — Easement to Drain Water 2 wide

Schedule of lots, etc. affected.

Lots Burdened	Lots Benefited
5	4
6	4 & 5
7	8, 9, 10 in the abovementioned plan and Lots 53, 54 & 55 in D.P. 246011
8	9, 10 in the abovementioned plan Lots 53, 54 & 55 in D.P. 246011
9	10 and Lots 53, 54 & 55 in D.P. 246011
10	Lot 53, D.P. 246011
12	Lots 51 & 52, D.P. 246011
13	Lots 12, 14, 15 in the abovementioned plan and Lots 51 & 52 in D.P. 246011
14	Lots 12 and 15 in the abovementioned plan and Lots 51 & 52 in D.P. 246011
15	Lot 12 in the abovementioned plan and Lots 51 & 52 in D.P. 246011

Req:R269293 /Doc:DP 0865588 B /Rev:29-Jan-1997 /Sts:OK.OK /Pgs:ALL /Prt:29-Aug-2017 11:12 /Seq:3 of 7
Ref:17129 /Src:M

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

Lengths are in metres

Plan: DP865588

626662

Subdivision of Lot 3, D.P. ~~62662~~ and Lot 1, D.P. 315674 covered by Council's Certificate No. 94/180 dated 26.11.1996

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3. Identity of easement or restriction thirdly referred to in the above-mentioned plan — Right of Access variable width

Schedule of lots, etc. affected.

Lot Burdened	Lots Benefited
3	Lot 18 of Section 6 in D.P. 3533 (Folio Identifier 18/6/3533)

4. Identity of easement or restriction fourthly referred to in the above-mentioned plan — Restrictions on Use

Schedule of lots, etc. affected.

Lots Burdened	Lots Benefited
Each lot	Every other lot

Ref: 15229 - 12 November 1996

Req:R269293 /Doc:DP 0865588 B /Rev:29-Jan-1997 /Sts:OK.OK /Pgs:ALL /Prt:29-Aug-2017 11:12 /Seq:4 of 7
Ref:17129 /Src:M

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

Lengths are in metres

Plan: DP 865588

626662
Subdivision of Lot 3, D.P. ~~62662~~ and Lot 1, D.P. 315674 covered by Council's Certificate No. 94/180 dated 26. 11. 1996

PART 2

1. Terms of Easement to Drain Water 2 wide secondly referred to in the abovementioned plan.— Pursuant to Part III of Schedule VIII of the Conveyancing Act 1919, provided however that:

1. The owner of the lot benefited may:

(a) drain water from any natural source through each lot burdened, but only within the site of this easement, and

(b) do anything reasonably necessary for that purpose including:

entering the lot burdened, and

taking anything on to the lot burdened, and

using any existing line of pipes, and

carrying out work, such as constructing, placing, repairing or maintaining pipes and equipment.

2. In exercising those powers, the owner of the lot benefited must:

(a) ensure all work is done properly, and

(b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and

(c) cause as little damage as is practicable to the lot burdened and any improvement on it, and

(d) restore the lot burdened as nearly as is practicable to its former condition, and

(e) make good any collateral damage.

3. The owner of the lot benefited must not cancel or modify this easement without the written permission of Lake Macquarie Council.

Ref: 15229 - 12 November 1996

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

Lengths are in metres

Plan: DP865588

626662

Subdivision of Lot 3, D.P. ~~62662~~ and Lot 1, D.P. 315674 covered by Council's Certificate No. 94/180 dated 26.11.1996

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2. Terms of Restriction on use fourthly referred to in the abovementioned plan.

(a) No dwelling house or building for residential purposes shall be erected or permitted to remain on the lot hereby burdened with external walls of materials other than brick, brick veneer, stone, concrete, glass, timber, fibrous cement or metal or any combination of the same provided that timber, fibrous cement or metal shall not be used in external walls except as infill panels in conjunction with all or any of the other materials hereinbefore specified and the proportion of timber, fibrous cement or metal so used in relation to the total external wall area shall not exceed fifty per centum (50%) thereof provided that nothing contained in this covenant shall be construed as to preclude or prohibit the erection of a building having the inner framework of its external walls constructed of timber and/or other materials with an external or veneer face of brick.

(b) No dwelling house or building for residential purposes shall be erected or permitted to remain erected on any lot burdened having a total floor area, inclusive of garages and carports, of less than 130 square metres.

(c) No building shall be erected on any of the lots hereby burdened unless the said building shall be constructed wholly of new materials.

(d) No outbuildings, tents, garages or caravans shall be erected or brought upon any lot until commencement of construction of a dwelling house.

(e) No fence shall be erected on any of the lots hereby burdened to divide it from the adjoining lot or lots without the consent of the present Registered Proprietor or its successors in title other than Purchasers on sale but such consent shall not be withheld if such fence is erected without expense to the present Registered Proprietor or its successors in title and in favour of any person dealing with the Registered Proprietor or his assigns such consent shall be deemed to have been given in respect of every fence for the time being erected.

(g) These restrictions on use shall have no force or effect after 30th June, 2000.

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

Lengths are in metres

626662

Plan: DP865588

Subdivision of Lot 3, D.P. ~~62862~~ and Lot 1, D.P. 315674 covered by Council's Certificate No. 94/180 dated 26.11.1996

NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTIONS FOURTHLY REFERRED IN ABOVEMENTIONED PLAN

The Directors of Landance Pty Limited and McNamee Constructions Pty Limited.

Signed in my presence by Ross Kitson Twine and Suzanne Evelyn Twine who are personally known to me.

Solicitor
Boorambool.

R K TWINE

S E TWINE

THE COMMON SEAL OF LANDANCE PTY LIMITED was hereunto affixed by the authority of the Board of Directors in the presence of:

Common Seal
LANDANCE PTY. LTD.
A.C.N. 002 092 677

D. Reilly
Secretary

Director

Ref: 15229 - 12 November 1996

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

Lengths are in metres

626662

Plan: DP865588

Subdivision of Lot 3, D.P. ~~626662~~ and Lot 1, D.P. 315674 covered by Council's Certificate No. 94/180 dated 26.11.1996.

THE COMMON SEAL OF McNAMEE CONSTRUCTIONS PTY LIMITED was hereunto affixed by the authority of the Board of Directors in the presence of:

McNAMEE CONSTRUCTIONS PTY. LIMITED A.C.N. 003 539 179 ★ Common Seal

Secretary

Director

REGISTERED 24-1-1997

Ref: 15229 - 12 November 1996

20 April 2023

MJM CONVEYANCING
26/14 Kam Cl
MORISSET NSW 2264

Our Ref:158642
Your Ref: 23096:162304
ABN 81 065 027 868

PLANNING CERTIFICATE UNDER THE

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

Fee Paid: 53.00

Receipt No: 12686265

Receipt Date: 18 April 2023

DESCRIPTION OF LAND

Address: 10 Yellow Robin Lane, COORANBONG NSW 2265

Lot Details: Lot 214 DP 1275776

Parish: Coorumbung

County: Northumberland

For: MORVEN CAMERON
GENERAL MANAGER

126 – 138 Main Road T 02 4921 0333
Speers Point NSW 2284 E council@lakemac.nsw.gov.au
BOX 1906 HRMC NSW 2310 W lakemac.com.au

lakemac lakemaccity ourlakemac

ABN: 81 065 027 868

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.**

NOTE: **On 26 April 2023, Business and Industrial zones will be replaced by Employment zones within standard instrument local environmental plans. The Department of Planning and Environment exhibited in May 2022 details of how each Local Environmental Plan that includes a Business or Industrial zone will be amended to include Employment zones. The exhibition detail can be viewed on the Planning Portal.**

(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,

The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019

Lake Macquarie City Council Development Contributions Plan - Morisset Contributions Catchment - 2012

(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, and

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 the development of Contaminated or Potentially Contaminated land. This policy is implemented when zoning, development, or land use changes are proposed. Council does not hold sufficient information about previous use of the land to determine whether the land is contaminated. Consideration of Council's adopted Policy located in the applicable DCP noted in Clause 1(3) above, and the application of provisions under relevant State legislation is recommended.

(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 214 DP 1275776 **-** ALL 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

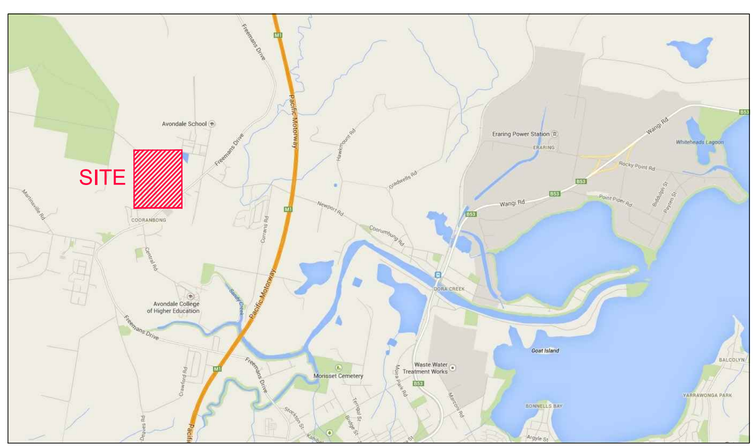
(e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No

239078(12)TW-WAT-101(6)

TWINE SUBDIVISION, FREEMANS DRIVE, COORANBONG

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BEFORE YOU DIG



LOCALITY SKETCH
NOT TO SCALE

DRAWING INDEX

DRAWING NUMBER	DRAWING TITLE
239078(12)TW-WAC-101	COVER SHEET, LOCALITY PLAN AND DRAWING INDEX
239078(12)TW-WAC-102	GENERAL NOTES
239078(12)TW-WAC-103	OVERALL SITE PLAN
239078(12)TW-WAC-104	POTABLE WATER DETAIL PLAN – SHEET 1
239078(12)TW-WAC-105	POTABLE WATER DETAIL PLAN – SHEET 2
239078(12)TW-WAC-106	RECYCLED WATER DETAIL PLAN - SHEET 1
239078(12)TW-WAC-107	RECYCLED WATER DETAIL PLAN - SHEET 2
239078(12)TW-WAC-108	PRESSURE SEWER DETAIL PLAN - SHEET 1
239078(12)TW-WAC-109	PRESSURE SEWER DETAIL PLAN - SHEET 2
239078(12)TW-WAC-110	TYPICAL PIPEWORK TRENCHING DETAILS
239078(12)TW-WAC-111	TYPICAL SERVICE CONNECTION DETAILS
239078(12)TW-WAC-112	WASTEWATER COLLECTION TANK LEVEL DETAILS
239078(12)TW-WAC-113	ROAD CROSS SECTIONS - SHEET 1
239078(12)TW-WAC-114	ROAD CROSS SECTIONS - SHEET 2
239078(12)TW-WAC-115	THRUST BLOCK DETAILS
239078(12)TW-WAC-116	FITTINGS TABLE

WORK AS CONSTRUCTED
THESE DRAWINGS ARE AN ACCURATE REPRESENTATION AS AT 06-08-2021 OF THE WORK-AS-CONSTRUCTED, BUT THE POSITION OF THE WORK RELATIVE TO OTHER STRUCTURES OR BOUNDARIES IS APPROXIMATE ONLY AND HAS NOT BEEN VERIFIED BY PRECISE SURVEY.

COMPANY: Daracon

APPROVED FOR CONSTRUCTION
BY ADW Johnson Pty Ltd
Date Approved:07/06/2021

WORK AS CONSTRUCTED

REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY
0	22.02.2019	CONSTRUCTION ISSUE	D.W.	L.G.	J.N.	L.G.
1	20.03.2019	LOTS 213 & 214 SERVICE CONNECTIONS UPDATED	D.W.	L.G.	J.N.	L.G.
2	22.04.2021	VARIOUS AMENDMENTS	G.S.	T.S.	J.N.	L.G.
3	23.04.2021	ALTOGETHER COMMENTS	T.S.	T.S.	J.N.	L.G.
4	27.04.2021	DARACON COMMENTS	T.S.	T.S.	J.N.	L.G.
5	28.04.2021	ALTOGETHER COMMENTS	T.S.	T.S.	J.N.	L.G.
6	**01.09.2021**	**WORK AS CONSTRUCTED**	**I.B.**	**T.S.**	**J.N.**	**L.G.**

SCALES

DESIGN FILE N:\

ALL DIMENSIONS ARE IN METRES. DO NOT SCALE

adw johnson
Hunter Office
Unit 7/335 Hillsborough Rd
Warners Bay N.S.W. 2282
Phone: (02) 4978 5100
Fax: (02) 4978 5199
email: hunter@adwjohnson.com.au
www.adwjohnson.com.au
ABN 62 129 445 398

CLIENT
JOHNSON PROPERTY GROUP

PROPERTY DESCRIPTION
TWINE SUBDIVISION,
FREEMANS DRIVE,
COORANBONG

PROJECT POTABLE WATER, RECYCLED WATER AND PRESSURE SEWER

PLAN TITLE
COVER SHEET, LOCALITY PLAN AND DRAWING INDEX

SURVEYED	DATUM
ADW Johnson	A.H.D.

PROJECT No.	DISCIPLINE	NUMBER	REV.
239078(12)TW	– WAC –	101	6

Plotted By: iainb Plot Date: 01/09/21 – 16:27 Cad File: \\JPSERVER10\Adw-Data\239078\239078(12)\Dwg\Water & Sewer Design\239078(12) – Water & Sewer\239078(12)TW1B-WAT (Construction Issue 4)\239078(12)TW-WAT-101(6).dwg

100mm AT FULL SIZE

239078(12)TW-WAT-101(6)

PRESSURE SEWER NOTES:

1. ALL WORKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DESIGN DRAWINGS, FLOW SYSTEMS SUPPLEMENTARY MANUAL TO WSAA, PRESSURE SEWERAGE CODE OF AUSTRALIA - WSA 07-2007 VERSION 1.1 AND POLYETHYLENE PIPELINE CODE WSA 01-2004.
2. ALL EQUIPMENT, MATERIALS AND ACCESSORIES USED IN THIS CONTRACT SHALL BE NEW AND SHALL COMPLY WITH FLOW SYSTEMS REQUIREMENTS. BUTT FUSION FITTINGS DENOTED HEREWITH HAVE BEEN DERIVED FROM THE GEORG FISCHER PIPING SYSTEMS BUTT FUSION PRODUCT RANGE. ELECTROFUSION FITTINGS DENOTED HEREWITH HAVE BEEN DERIVED FROM THE PLASSON "POLYETHYLENE PIPING SYSTEMS"PRODUCT RANGE.
3. ALL SERVICES SHOWN ARE INDICATIVE ONLY. A CURRENT SERVICES SEARCH AND SITE CHECK OF ALL EXISTING SERVICES WILL BE REQUIRED PRIOR TO COMMENCEMENT OF ANY WORKS.
   THE CONSTRUCTOR IS TO DETERMINE LEVELS AND LOCATIONS OF ALL EXISTING SERVICES IN THE VICINITY OF THE CONSTRUCTION SITE AND ANY CONSTRUCTED STRUCTURES FOR PROPOSED SERVICES, SUCH AS DUCTING FOR WATER OR ELECTRICITY WITHIN THE SUBDIVISION.
   THE CONTRACTOR MUST ENSURE ALL SERVICES ARE LOCATED BY THE RELEVANT AUTHORITY PRIOR TO COMMENCEMENT OF WORKS.
4. PRESSURE SEWER MAINS SHALL BE BLACK POLYETHYLENE (PE100 PN16) WITH A CREAM STRIPE AS PER WSA 02-2007 AND FLOW SYSTEMS SUPPLEMENTARY MANUAL TO WSAA.
5. ALL POLYETHYLENE MAINS ≤ DN200 SHALL BE JOINED USING ELECTROFUSION JOINTING TECHNIQUES IN ACCORDANCE WITH MANUFACTURERS REQUIREMENTS.
   ALL POLYETHYLENE MAINS ≥ DN200 SHALL BE JOINED USING BUTTWELD JOINTING TECHNIQUES IN ACCORDANCE WITH MANUFACTURERS REQUIREMENTS.
6. MAIN TO BE LAID GENERALLY AS INDICATED IN SERVICE ALLOCATION DIAGRAMS.
   INSTRUCTION NOTES SHALL TAKE PRECEDENCE OVER DIAGRAMS WHERE PROVIDED.
   600mm HORIZONTAL CLEARANCE TO BE MAINTAINED BETWEEN ALL SEWER AND WATER MAINS.
   MINIMUM PIPE COVER SHALL BE 800mm IN FOOTWAYS AND 1000mm IN ROADWAYS.
   MAXIMUM PIPE COVER SHALL GENERALLY BE 1500mm. WHERE COVER FOR A TRENCHED INSTALLATION EXCEEDS 1500mm BUT LESS THAN 2500mm THE MAIN AS A MINIMUM SHALL BE EMBEDDED IN STABILISED SAND.
   THE CONTRACTOR SHALL ENSURE THAT ALL PRESSURE SEWER AND RECYCLED WATER MAINS HAVE SUFFICIENT VERTICAL SEPARATION AS PER THE CLEARANCE TABLE ADJACENT.
7. MAINS CROSSING UNDER EXISTING DRIVEWAYS (SEALED, PAVED OR DECORATIVE) SHALL BE CONDUCTED BY UNDER BORING ONLY UNLESS PERMISSION IS GRANTED BY THE AFFECTED PROPERTY OWNER.
8. MAINS WITHIN 2.0m OF ELECTRICITY OR POWER POLES SHALL BE CONDUCTED BY BORING TECHNOLOGY (UNLESS AGREED TO BY THE HUNTLEE WATER REPRESENTATIVE).
9. ALL PIPE BEDDING MATERIAL SHALL COMPLY WITH WSAA PRODUCT SPECIFICATION WSA-PS350 AND WSA-PS351.
10. ALL BENDS SHALL BE ELECTROFUSION OR BUTT WELD SWEEP BENDS. FABRICATED BENDS SHALL NOT BE USED IN LIEU. KNUCKLE ELBOWS ARE NOT PERMITTED.
11. MINIMUM BENDING RADIUS FOR PN16 PE100 (SDR11) SHALL BE 20 x DN. (i.e. DN400 : R8.0m, DN250 : R5.0m, DN200 : R4.0m, DN160 : R3.2m, DN125 : R2.5m, DN90 : R1.8m, DN75 : R1.5m, DN63 : R1.3m, DN50 : R1.0m, DN40 : R0.8m).
12. ALL HOUSE SERVICE LATERALS SHALL BE DN40 (PE100 PN16).
13. FLUSHING PITS SHALL CONFORM WITH FLOW SYSTEMS STANDARD DRAWINGS. REFER TO FLOW SYSTEMS WEBSITE FOR CURRENT VERSION.
    SMALL MAINS (≤ DN110)
    http://flowsystems.com.au/governance/Land_Housing/PSS-1017A-FS.pdf
    LARGE MAINS (> DN110)
    http://flowsystems.com.au/governance/Land_Housing/PSS-1017B-FS.pdf
14. LOCALISED DEEPENING OF MAINS MAY BE REQUIRED TO FACILITATE AIR VALVE INSTALLATION.
    THE CONTRACTOR SHALL ENSURE THAT THE AIR VALVE OFFTAKE IS LOCATED AT A HIGH POINT (NATURAL OR ARTIFICIAL) IN THE MAIN (i.e. MAIN SHALL GRADE DOWNWARDS EITHER SIDE OF THE AIR VALVE).
15. DETECTABLE MARKING TAPE SHALL BE LAID ON TOP OF THE PIPE EMBEDMENT MATERIAL BEFORE BACKFILLING AND CONNECTED TO SURFACE FITTINGS.
16. ALL SURFACE FITTINGS LOCATED IN TRAFFICABLE AREAS (i.e. ROADWAYS, PATHS etc.) SHALL HAVE HEAVY DUTY SURROUNDS INSTALLED.
17. DURING CONSTRUCTION, ALL OPEN ENDS OF PIPE SHALL BE CAPPED OFF TO PREVENT ENTRY OF FOREIGN MATTER.
18. ALL VALVES SHALL BE RESILIENT SEATED SLUICE VALVES (CLOCKWISE CLOSING), SHALL BE RESTRAINED IN ACCORDANCE WITH WAT-1207 AND SHALL COMPLY WITH FLOW SYSTEMS STANDARD DRAWING PSS-1015-FS.
19. ALL MAINS SHALL BE TESTED IN ACCORDANCE WITH WSA 07-2007 VERSION 1.1.
20. FOR LOTS WITH TANKS IN THE REAR.
    1 x Ø25mm INSTRUMENTATION CONDUIT (ORANGE) AND 1 x Ø25mm ELECTRICAL CONDUIT (ORANGE)(WITH DRAW WIRES) SHALL BE INSTALLED FROM THE COLLECTION TANK TO WATER METERS. THE CONDUITS SHALL BE LAID IN A COMMON TRENCH WITH THE SEWERAGE AND MAINTAIN A MINIMUM HORIZONTAL CLEARANCE OF 400mm. (REFER TO FLOW SYSTEMS STANDARD DRAWINGS FOR SETOUT DIMENSIONS).
21. THE CONSTRUCTOR SHALL PROVIDE HUNTLEE WATER WITH MINIMUM OF 7 DAYS NOTICE IN WRITING OF INTENT TO CONNECT NEW MAINS TO EXISTING INFRASTRUCTURE . CONNECTIONS ARE NOT PERMITTED UNTIL COMPLIANT TEST RESULTS HAVE BEEN PROVIDED AND CONFIRMATION IS PROVIDED BY THE HUNTLEE WATER REPRESENTATIVE.
22. UPON COMPLETION OF WORKS , ALL SURFACES MUST BE RESTORED AS CLOSE AS POSSIBLE, TO THE CONDITION HAT EXISTED PRIOR TO COMMENCEMENT OF WORKS.
23. PERMISSION OF ENTRY MUST BE OBTAINED BY THE CONTRACTOR FROM THE OWNER/OCCUPIER PRIOR TO COMMENCEMENT OF WORK IN PRIVATE PROPERTY.
24. BURIED FITTINGS ARE NOT TO BE BACKFILLED UNTIL W.A.C. DETAILS HAVE BEEN OBTAINED AND APPROVAL FOR BACKFILLING GIVEN BY THE HUNTLEE WATER REPRESENTATIVE.
    THE CONTRACTOR SHALL PROVIDE M.G.A. COORDINATED WORK-AS-CONSTRUCTED INFORMATION REGARDING THE INSTALLATION OF ALL BURIED FITTINGS.
25. THE MINIMUM NUMBER OF COMPACTION TESTS REQUIRED TO SATISFY THE PRESSURE SEWER CODE OF AUSTRALIA (CLAUSE 21.3.4) ARE:
    TRAFFICABLE
    PIPE EMBEDMENT ZONE: NIL TRENCH FILL ZONE: 1 TEST/300mm LAYER OF FILL AT EACH ROAD CROSSING.
    NON-TRAFFICABLE
    PIPE EMBEDMENT ZONE: NIL TRENCH FILL ZONE: 1 TEST/900mm OF FILL AND EACH 100 LINEAL METRES OF PIPE.
26. BOUNDARY KITS (COMPLETE) SHALL BE NOV SUPPLIED (NOV PSS-BK4).
    e one COLLECTION TANK (ESD 20-0032/ESD 20-0033) SHALL BE INSTALLED WITH BOUNDARY KIT (REFER FLOW SYSTEMS STANDARD DRAWINGS PSS-1112-FS AND PSS-1113-FS). PUMP TO BE INSTALLED BY OTHERS.
27. ALL MAINS (UP TO THE BOUNDARY KIT) SHALL BE PRESSURE TESTED TO 1600 kPa.
    ALL LINES FROM THE WASTEWATER COLLECTION TANK TO THE MANUAL ISOLATION VALVE WITHIN THE BOUNDARY KIT TO BE PRESSURE TESTED TO 1000KPa.
28. ALL MAINS SHALL BE FLUSHED WITH WATER TO REMOVE ANY DEBRIS PRIOR TO COMMISSIONING.
29. SURFACE IDENTIFICATION MARKERS ARE TO BE PROVIDED TO HUNTLEE WATER REQUIREMENTS.
30. ROPE OFF ALL PRESSURE SEWER UNITS AND FLUSHING POINTS TO LIMIT DAMAGE DURING CONSTRUCTION.
31. PRESSURE TRANSMITTER TO BE MEASUREX MRB21 GENERAL PURPOSE TRANSMITTER WITH MICROSPIDER LOGGING TELEMETRY AND ALARM PER FLOW SYSTEMS REQUIREMENTS.
32. WORK-AS-CONSTRUCTED DOCUMENTATION SHALL BE PROVIDED BY THE CONTRACTOR STRICTLY IN ACCORDANCE WITH THE FLOW SYSTEMS Q.A. SUBMISSION CHECKLIST.

POTABLE WATER AND RECYCLED WATER NOTES:

1. ALL WORKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DESIGN DRAWINGS, FLOW SYSTEMS SUPPLEMENTARY MANUAL TO WSAA AND WSA 03-2011-3.1 (SYDNEY WATER EDITION 2014).
2. POTABLE WATER SHALL BE UTILISED FOR FIRE FIGHTING PURPOSES.
3. ALL EQUIPMENT, MATERIALS AND ACCESSORIES USED IN THIS CONTRACT SHALL BE NEW, SHALL CONFORM TO THE APPROPRIATE CURRENT AUSTRALIAN STANDARDS AND SHALL COMPLY WITH FLOW SYSTEMS REQUIREMENTS.
4. ALL SERVICES SHOWN ARE INDICATIVE ONLY. A CURRENT SERVICES SEARCH AND SITE CHECK OF ALL EXISTING SERVICES WILL BE REQUIRED PRIOR TO COMMENCEMENT OF ANY WORKS.
   THE CONSTRUCTOR IS TO DETERMINE LEVELS AND LOCATIONS OF ALL EXISTING SERVICES IN THE VICINITY OF THE CONSTRUCTION SITE AND ANY CONSTRUCTED STRUCTURES FOR PROPOSED SERVICES, SUCH AS DUCTING FOR WATER OR ELECTRICITY WITHIN THE SUBDIVISION.
   THE CONTRACTOR MUST ENSURE ALL SERVICES ARE LOCATED BY THE RELEVANT AUTHORITY PRIOR TO COMMENCEMENT OF WORKS.
5. THE CONSTRUCTOR SHALL VERIFY WITH THE SITE SUPERVISOR THE POSITION AND LEVEL OF ALL EXISTING AND PROPOSED BOUNDARIES PERTINENT TO THE INFRASTRUCTURE INSTALLATIONS.
6. MAIN TO BE LAID GENERALLY AS INDICATED IN SERVICE ALLOCATION DIAGRAMS.
   INSTRUCTION NOTES SHALL TAKE PRECEDENCE OVER DIAGRAMS WHERE PROVIDED.
   600mm HORIZONTAL CLEARANCE TO BE MAINTAINED BETWEEN ALL SEWER AND WATER MAINS.
   MINIMUM PIPE COVER SHALL BE 600mm IN FOOTWAYS (TYPE B EMBEDMENT: WAT-1202-V) AND 800mm IN ROADWAYS (TYPE L EMBEDMENT: WAT-1204-V).
   MAXIMUM PIPE COVER SHALL GENERALLY BE 1500mm. WHERE COVER FOR A TRENCHED INSTALLATION EXCEEDS 1500mm BUT LESS THAN 2500mm THE MAIN AS A MINIMUM SHALL BE EMBEDDED IN STABILISED SAND.
   THE CONTRACTOR SHALL ENSURE THAT ALL RECYCLED WATER MAINS AND PRESSURE SEWER MAINS HAVE SUFFICIENT VERTICAL SEPARATION AS PER THE CLEARANCE TABLE ADJACENT.
7. ALL POTABLE WATERMAINS TO BE BLUE PVC-M (PN16).
   ALL RECYCLED WATERMAINS SHALL BE LILAC PVC-M (PN16).
   DIFFERENTIATION OF POTABLE AND RECYCLED WATER SYSTEMS SHALL BE AS PER TABLE 4.1 WSA03-2011 WITH BOTH SERVICES BEING CLASSIFIED AS WATER MAINS.
   RECYCLED WATER MAINS SHALL ALWAYS BE LOWER THAN POTABLE WATER MAINS.
   150mm VERTICAL CLEARANCE BETWEEN POTABLE WATER AND RECYCLED WATER MAINS SHALL BE PROVIDED.
8. MAXIMUM JOINT DEFLECTIONS TO BE IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.
9. LOCALLY LOWER PIPEWORK IN VICINITY OF STOP VALVES TO ENSURE SUFFICIENT COVER IS MAINTAINED OVER VALVES. LOWERING OF PIPEWORK SHALL BE ACHIEVED OVER A NUMBER OF PIPE LENGTHS EITHER SIDE OF VALVES TO ELIMINATE ANY SHARP DEFLECTIONS.
10. ALL PIPE BEDDING MATERIAL SHALL COMPLY WITH WSAA PRODUCT SPECIFICATION PS-350, 368 AND 369.
    GEOTECHNICAL CONDITIONS SHOULD BE ASSESSED DURING CONSTRUCTION BY THE CONTRACTOR IN ASSOCIATION WITH THE HUNTLEE WATER REPRESENTATIVE TO DETERMINE THE NEED TO MODIFY EMBEDMENT/TRENCHFILL TYPE AND THE NED FOR TRENCH DRAINAGE/BULKHEADS.
11. DURING CONSTRUCTION, ALL OPEN ENDS OF PIPES SHALL BE CAPPED OFF TO PREVENT ENTRY OF FOREIGN MATTER.
12. HYDRANTS , STOP VALVES AND ALL OTHER FITTINGS TO BE THE SAME SIZE AS THE THROUGH WATER MAIN AND ANTI CLOCKWISE CLOSING.
13. HYDRANTS MUST NOT BE INSTALLED IN POTENTIAL DRIVEWAY LOCATIONS. HYDRANTS AND WATER SERVICES SHALL BE NOMINALLY AT LEAST 5.0m FROM EACH BOUNDARY OR ON BOUNDARIES. WHERE POSSIBLE, FITTINGS SHALL BE LOCATED BEHIND KERB INLET PITS.
14. THRUST BLOCKS SHALL BE INSTALLED IN ACCORDANCE WITH WAT-1205.
15. ALL PROPERTY (MAIN TO METER) SERVICE CONNECTIONS SHALL BE CONSTRUCTED STRICTLY IN ACCORDANCE WITH FLOW SYSTEMS REQUIREMENTS. REFER TO FLOW SYSTEMS WEBSITE FOR CURRENT VERSION.
    SINGLE SERVICE: http://flowsystems.com.au/governance/Land_Housing/WAT-1854-FS.pdf
    DUAL SERVICE: http://flowsystems.com.au/governance/Land_Housing/WAT-1855B-FS.pdf
16. PROPERTY SERVICE CONNECTION IS SHALL BE FLUSHED AND LOCKED (BY THE HUNTLEE WATER REPRESENTATIVE) FOLLOWING SUCCESSFUL PRESSURE TESTING.
17. SURFACE FITTINGS LOCATED IN TRAFFICABLE AREAS (i.e. ROADWAYS, PATHS etc. SHALL HAVE HEAVY DUTY SURROUNDS INSTALLED.
18. ALL MAINS SHALL BE PRESSURE TESTED TO 1600KPA IN ACCORDANCE WITH CLAUSE 19.4 OF WSA03-2011 (SYDNEY WATER EDITION 2014).
19. ALL MAINS SHALL BE FLUSHED WITH WATER TO REMOVE ANY DEBRIS PRIOR TO COMMISSIONING.
20. WATER QUALITY TESTING SHALL BE IN ACCORDANCE WITH WSA 03-2011-3.1(SYDNEY WATER EDITION-2014. CLAUSE 19.7).
21. THE CONSTRUCTOR SHALL PROVIDE HUNTLEE WATER WITH MINIMUM OF 7 DAYS NOTICE IN WRITING OF INTENT TO CONNECT NEW MAINS TO EXISTING INFRASTRUCTURE . CONNECTIONS ARE NOT PERMITTED UNTIL COMPLIANT TEST RESULTS HAVE BEEN PROVIDED AND CONFIRMATION IS PROVIDED BY THE HUNTLEE WATER REPRESENTATIVE.
22. UPON COMPLETION OF WORKS , ALL SURFACES MUST BE RESTORED AS CLOSE AS POSSIBLE, TO THE CONDITION HAT EXISTED PRIOR TO COMMENCEMENT OF WORKS.
23. PERMISSION OF ENTRY MUST BE OBTAINED BY THE CONTRACTOR FROM THE OWNER/OCCUPIER PRIOR TO COMMENCEMENT OF WORK IN PRIVATE PROPERTY.
24. BURIED FITTINGS ARE NOT TO BE BACKFILLED UNTIL W.A.C. DETAILS HAVE BEEN OBTAINED AND APPROVAL FOR BACKFILLING GIVEN BY THE HUNTLEE WATER REPRESENTATIVE.
    THE CONTRACTOR SHALL PROVIDE M.G.A. COORDINATED WORK-AS-CONSTRUCTED INFORMATION REGARDING THE INSTALLATION OF ALL BURIED FITTINGS.
25. MINIMUM NUMBER OF COMPACTION TESTS REQUIRED TO SATISFY WSA03-2011 (SYDNEY WATER EDITION 2014) (CLAUSE 19.3.5) :
    TRAFFICABLE
    PIPE EMBEDMENT ZONE: NIL TRENCH FILL ZONE: 1 TEST/300mm LAYER OF FILL AT EACH ROAD CROSSING.
    NON-TRAFFICABLE
    PIPE EMBEDMENT ZONE: NIL TRENCH FILL ZONE: 1 TEST/900MM OF FILL AND EACH 100 LINEAL METERS OF PIPE.
    PROPERTY SERVICES
    TEST 1 OF EVERY 5 PROPERTY SERVICE TRENCHES.
    TESTING SHALL BE IN ACCORDANCE WITH TABLE 16.1 AND 17.1 OF THE WATER SUPPLY CODE OF AUSTRALIA.
26. SURFACE IDENTIFICATION MARKERS ARE TO BE PROVIDED TO HUNTLEE WATER REQUIREMENTS.
27. PRESSURE TRANSMITTER TO BE MEASUREX MRB21 GENERAL PURPOSE TRANSMITTER WITH MICROSPIDER LOGGING TELEMETRY AND ALARM PER FLOW SYSTEMS REQUIREMENTS.
28. WORK-AS-CONSTRUCTED DOCUMENTATION SHALL BE PROVIDED BY THE CONTRACTOR STRICTLY IN ACCORDANCE WITH THE FLOW SYSTEMS Q.A. SUBMISSION CHECKLIST.
29. WHERE THE PIPE GRADE EXCEEDS 5% , TRENCHSTOPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH WAT-1209 AND WAT-1210 AT THE SPACING OF 100/GRADE%.
    WHERE PIPE GRADES EXCEED 15%, CONCRETE BULKHEADS WILL BE CONSTRUCTED AT SPACING AS PER TABLE 7.5 OF WSA03-2001 SYDNEY WATER EDITION 2014.

FLOW SYSTEMS STANDARD DRAWINGS CAN BE FOUND AT THE FOLLOWING ADDRESS:
http://askus.flowsystems.com.au/hc/en-us/articles/21065383--Standard-Drawings

GENERAL NOTES:

1. THIS DRAWING SET SHALL BE READ IN CONJUNCTION WITH CESSNOCK CITY COUNCIL STANDARDS, FLOW SYSTEMS SUPPLEMENTARY MANUAL TO WSAA AND OTHER ASSOCIATED DRAWINGS AND TECHNICAL SPECIFICATIONS.
2. THE CONTRACTOR SHALL LOCATE AND IDENTIFY ALL UNDERGROUND SERVICES PRIOR TO COMMENCEMENT OF WORK AND SHALL REPAIR ANY DAMAGE CAUSED TO SUCH SERVICES DURING THE COURSE OF WORKS. ANY SERVICE LOCATIONS SHOWN IN THIS DRAWING SET ARE INDICATIVE ONLY.
3. MAKE SMOOTH TRANSITION TO EXISTING WORKS (i.e. ROAD PAVEMENT AND FOOTPATHS) TO P.C.A. AND SUPERINTENDENT'S REQUIREMENTS.
4. SUITABLE PROTECTION TO EXISTING ROAD PAVEMENT, KERB AND GUTTER, FOOTPATHS AND ANY EXISTING FEATURES SHALL BE PROVIDED UNTIL THE CONSTRUCTION WORKS ARE COMPLETED.

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CLEARNCES BETWEEN PIPELINES AND UNDERGROUND SERVICES

UTILITY (EXISTING OR PROPOSED SERVICE)	MINIMUM HORIZONTAL CLEARANCE (mm) NEW MAIN SIZE ≤ DN200	MINIMUM HORIZONTAL CLEARANCE (mm) NEW MAIN SIZE ≥ DN200	MINIMUM VERTICAL CLEARANCE (mm)
WATER MAINS > DN375	600	60	300
WATER MAINS < DN375	300 [4]	600	150
GAS MAINS	300 [4]	600	150
TELECOMMUNICATION CONDUITS AND CABLES	300 [4]	600	150
ELECTRICITY CONDUITS AND CONDUITS	200	1000	225 [8]
STORMWATER DRAINS	300 [4]	600	150 [9]
SEWERS (GRAVITY)	1000 [6] / 600	1000 [6] / 600	500 [9]
SEWERS (PRESSURE AND VACUUM)	600	600	300 [9]
KERBS	150	600 [5]	150 (WHERE POSSIBLE)

NOTES:
1. *VERTICAL CLEARANCES APPLY WHERE PIPELINES CROSS OTHER UTILITY SERVICES, EXCEPT IN THE CASE OF WATER/SEWER MAINS WHEN A VERTICAL SEPARATION SHALL ALWAYS BE MAINTAINED, EVEN WHEN THE PRESSURE SEWER AND WATER MAIN ARE PARALLEL. THE PRESSURE SEWER SHOULD ALWAYS BE LOCATED BELOW THE WATER MAIN TO MINIMISE THE POSSIBILITY OF BACKFLOW CONTAMINATION IN THE EVENT OF A PRESSURE MAIN BREAK.*
2. *WATER MAINS INCLUDES MAINS SUPPLYING BOTH POTABLE AND RECYCLED WATER.*
3. *FOR AREAS WITH EXISTING WATER RETICULATION, CLEARANCES CAN BE FURTHER REDUCED TO 600mm WITH THE APPROVAL OF THE WATER AUTHORITY.*
4. *CLEARANCES CAN BE FURTHER REDUCED TO 150mm FOR DISTANCES UP TO 2.0m WHEN PASSING INSTALLATIONS SUCH AS POLES, PITS, AND SMALL STRUCTURES, PROVIDING THE STRUCTURE IS NOT DE-STABILISED IN THE PROCESS.*
5. *CLEARANCES FROM KERBS SHALL BE MEASURED FROM THE NEAREST POINT OF THE KERB. FOR WATER/SEWER ≤ DN 375, CLEARANCES FROM KERBS CAN BE PROGRESSIVELY REDUCED UNTIL THE MINIMUM OF 150mm IS REACHED FOR WATER/SEWER > DN300.*
6. *WHERE A PARALLEL SEWER IS AT MINIMUM VERTICAL CLEARANCE LOWER THAN THE WATER MAIN (500mm), MAINTAIN A MINIMUM HORIZONTAL OF 1000mm. THIS MINIMUM CLEARANCE CAN BE PROGRESSIVELY REDUCED TO 600mm AS THE VERTICAL CLEARANCE IS INCREASED TO 750mm.*
7. *FOR PRESSURE SEWER LATERALS, MINIMUM VERTICAL CLEARANCES MAY BE REDUCED TO 150mm PROVIDING THERE IS NO JOINT IN THE LATERAL WITHIN 500mm OF EITHER SIDE OF THE SERVICE BEING CROSSED.*
8. *AN ADDITIONAL CLEARANCE FROM HIGH VOLTAGE ELECTRICAL INSTALLATIONS SHOULD BE MAINTAINED ABOVE THE CONDUITS OR CABLES TO ALLOW FOR A PROTECTIVE BARRIER AND MARKING TO BE PROVIDED.*
9. *WATER MAINS SHOULD ALWAYS CROSS OVER SEWERS AND STORMWATER DRAINS. FOR CASES WHERE THERE IS NO ALTERNATIVE AND THE MAIN MUST CROSS UNDER THE SEWER, THE DESIGN SHALL NOMINATE AN APPROPRIATE PROTECTION TREATMENT (JOINT-FREE IN THE VICINITY OF THE SEWER).*

SHOULD THE RECOMMENDED CLEARANCES NOT BE ACHIEVED, NOTIFICATION SHALL BE CONVEYED TO THE HUNTLEE WATER REPRESENTATIVE IN WRITING.

WORK AS CONSTRUCTED
THESE DRAWINGS ARE AN ACCURATE REPRESENTATION AS AT 06-08-2021 OF THE WORK-AS-CONSTRUCTED, BUT THE POSITION OF THE WORK RELATIVE TO OTHER STRUCTURES OR BOUNDARIES IS APPROXIMATE ONLY AND HAS NOT BEEN VERIFIED BY PRECISE SURVEY.
COMPANY: Daracon

APPROVED FOR CONSTRUCTION
BY ADW Johnson Pty Ltd
Date Approved:07/06/2021

WORK AS CONSTRUCTED

REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY
0	22.02.2019	CONSTRUCTION ISSUE	D.W.	L.G.	J.N.	L.G.
1	20.03.2019	LOTS 213 & 214 SERVICE CONNECTIONS UPDATED	D.W.	L.G.	J.N.	L.G.
2	22.04.2021	VARIOUS AMENDMENTS	G.S.	T.S.	J.N.	L.G.
3	23.04.2021	ALTOGETHER COMMENTS	T.S.	T.S.	J.N.	L.G.
4	27.04.2021	DARACON COMMENTS	T.S.	T.S.	J.N.	L.G.
5	28.04.2021	ALTOGETHER COMMENTS	T.S.	T.S.	J.N.	L.G.
6	01.09.2021	WORK AS CONSTRUCTED	I.B.	T.S.	J.N.	L.G.

SCALES
ALL DIMENSIONS ARE IN METRES. DO NOT SCALE

adw johnson
Hunter Office
Unit 7/335 Hillsborough Rd
Warners Bay N.S.W. 2282
Phone: (02) 4978 5100
Fax: (02) 4978 5199
email: hunter@adwjohnson.com.au
www.adwjohnson.com.au
ABN 62 129 445 398

CLIENT
JOHNSON PROPERTY GROUP

PROPERTY DESCRIPTION
TWINE SUBDIVISION,
FREEMANS DRIVE,
COORANBONG

PROJECT: POTABLE WATER, RECYCLED WATER AND PRESSURE SEWER
PLAN TITLE: GENERAL NOTES

SURVEYED	DATUM	PROJECT No.	DISCIPLINE	NUMBER	REV.
ADW Johnson	A.H.D.	239078(12)TW	- WAC -	102	6

DESIGN FILE N:\

Plotted By: iainb Plot Date: 01/09/21 - 16:27 Cad File: \\JPSERVER10\Adw-Data\239078\239078(12)\Dwg\Water & Sewer Design\239078(12) - Water & Sewer\239078(12)TW1B-WAT (Construction Issue 4)\239078(12)TW-WAT-101(6).dwg

100mm AT FULL SIZE

239078(12)TW-WAT-106(6)



PLAN
SCALE 1:250

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WORK AS CONSTRUCTED

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COMPANY: Daracon

LEGEND

- PVC-M RECYCLED WATER RETICULATION
- RECYCLED WATER PROPERTY SERVICE
- PVC-M POTABLE WATER RETICULATION
- POTABLE WATER PROPERTY SERVICE
- PE PRESSURE SEWER RETICULATION
- DN200 PVC-M POTABLE WATER TRANSFER MAIN (EXISTING)
- DN250 PVC-M RECYCLED WATER TRANSFER MAIN (EXISTING)
- PE PRESSURE SEWER MAIN (EXISTING)
- DN250 WATER MAIN CONNECTION WITH HUNTER WATER (FUTURE)
- EXISTING DN250 WATER MAIN (HUNTER WATER)
- UNDERGROUND POWER
- SV. STOP VALVE
- HYD. HYDRANT
- FL HYD. FLUSHING HYDRANT
- IV. ISOLATION VALVE
- FP. FLUSHING POINT
- PRESSURE SEWER FLOW DIRECTION
- HIGH VOLTAGE ELECTRICAL EASEMENT (APPROX. LOCATION)
- PROPERTY SERVICE CONNECTION
- EXISTING PROPERTY SERVICE CONNECTION
- LAY WATER MAIN UNDER STORMWATER PIPE (300mm MIN. VERTICAL CLEARANCE) - REFER TO WAT-1255-H
- LAY WATER MAIN OVER STORMWATER PIPE (300mm MIN. VERTICAL CLEARANCE) - REFER TO WAT-1255-H
- LIMIT OF SUBDIVISION WORKS

RECYCLED WATER PROPERTY SERVICE CONNECTIONS
TOTAL 24 CONNECTIONS
- SINGLE SERVICES IN ACCORDANCE WITH WAT-1106-V
  - 1 x SHORT SIDE
  - 3 x LONG SIDE
- SPLIT SERVICES IN ACCORDANCE WITH WAT-1107-V
  - 9 x SHORT SIDE
  - 1 x LONG SIDE

RECYCLED WATER PIPE DATA		
PIPE SIZE (mm)	PIPE MATERIAL	TOTAL LENGTH (m)
DN100	PVC-M PN16	338

NOTES:
1. FOR POTABLE WATER PIPEWORK DETAIL PLANS REFER TO DRGS-104 TO 105.
2. FOR PRESSURE SEWER PIPEWORK DETAIL PLANS REFER TO DRGS-108 TO 109.
3. FOR TYPICAL SERVICE CONNECTION DETAILS REFER TO DRG-111.

APPROVED FOR CONSTRUCTION
BY ADW Johnson Pty Ltd
Date Approved:07/06/2021

WORK AS CONSTRUCTED

REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY
0	22.02.2019	CONSTRUCTION ISSUE	D.W.	L.G.	J.N.	L.G.
1	20.03.2019	LOTS 213 & 214 SERVICE CONNECTIONS UPDATED	D.W.	L.G.	J.N.	L.G.
2	22.04.2021	VARIOUS AMENDMENTS	G.S.	T.S.	J.N.	L.G.
3	23.04.2021	ALTOGETHER COMMENTS	T.S.	T.S.	J.N.	L.G.
4	27.04.2021	DARACON COMMENTS	T.S.	T.S.	J.N.	L.G.
5	28.04.2021	ALTOGETHER COMMENTS	T.S.	T.S.	J.N.	L.G.
6	01.09.2021	WORK AS CONSTRUCTED	I.B.	T.S.	J.N.	L.G.

DESIGN FILE N:\

SCALES: 0 5 10 — A1 / A3 1:250 / 1:500

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adw johnson
Hunter Office
Unit 7/335 Hillsborough Rd
Warners Bay N.S.W. 2282
Phone: (02) 4978 5100
Fax: (02) 4978 5199
email: hunter@adwjohnson.com.au
www.adwjohnson.com.au
ABN 62 129 445 398

CLIENT: JOHNSON PROPERTY GROUP

PROPERTY DESCRIPTION: TWINE SUBDIVISION, FREEMANS DRIVE, COORANBONG

PROJECT: POTABLE WATER, RECYCLED WATER AND PRESSURE SEWER

PLAN TITLE: RECYCLED WATER DETAIL PLAN - SHEET 2

SURVEYED	DATUM
ADW Johnson	A.H.D.

PROJECT No.	DISCIPLINE	NUMBER	REV.
239078(12)TW	- WAC -	107	6

100mm AT FULL SIZE

Plotted By: iainb Plot Date: 01/09/21 - 16:28 Cad File: \\JPSERVER10\Adw-Data\239078\239078(12)\Dwg\Water & Sewer Design\239078(12) - Water & Sewer\239078(12)TW1B-WAT (Construction Issue 4)\239078(12)TW-WAT-106(6).dwg

239078(12)TW-WAT-108(6)



PLAN
SCALE 1:250

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WORK AS CONSTRUCTED

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COMPANY: Daracon

LEGEND

- PE PRESSURE SEWER RETICULATION
- PE PRESSURE SEWER MAIN (EXISTING)
- PVC-M RECYCLED WATER RETICULATION
- RECYCLED WATER PROPERTY SERVICE
- PVC-M POTABLE WATER RETICULATION
- POTABLE WATER PROPERTY SERVICE
- DN200 PVC-M POTABLE WATER TRANSFER MAIN (EXISTING)
- DN250 PVC-M RECYCLED WATER TRANSFER MAIN (EXISTING)
- DN250 WATER MAIN CONNECTION WITH HUNTER WATER (FUTURE)
- EXISTING DN250 WATER MAIN (HUNTER WATER)
- UNDERGROUND POWER
- IV. ISOLATION VALVE
- FP. FLUSHING POINT
- WASTEWATER COLLECTION TANK AND BOUNDARY KIT
- PRESSURE SEWER FLOW DIRECTION
- PRESSURE SEWER TEMPORARY FLOW DIRECTION
- HIGH VOLTAGE ELECTRICAL EASEMENT (APPROX. LOCATION)
- PROPERTY SERVICE CONNECTION
- EXISTING PROPERTY SERVICE CONNECTION
- LAY PRESSURE SEWER MAIN UNDER STORMWATER PIPE (300mm MIN. VERTICAL CLEARANCE) - REFER TO WAT-1255-H
- LAY PRESSURE SEWER MAIN OVER STORMWATER PIPE (300mm MIN. VERTICAL CLEARANCE) - REFER TO WAT-1255-H
- LIMIT OF SUBDIVISION WORKS

PRESSURE SEWER PROPERTY SERVICE CONNECTIONS
TOTAL 24 CONNECTIONS
- SINGLE SERVICES
  - -19 x SHORT SIDE
  - -5 x LONG SIDE

PRESSURE SEWER PIPE DATA		
PIPE SIZE (mm)	PIPE MATERIAL	TOTAL LENGTH (m)
DN75	PE100 PN16	84
DN63	PE100 PN16	93
DN50	PE100 PN16	162

NOTES:
1. FOR POTABLE WATER PIPEWORK DETAIL PLANS REFER TO DRGS-104 TO 105.
2. FOR RECYCLED WATER PIPEWORK DETAIL PLANS REFER TO DRGS-106 TO 107.
3. FOR TYPICAL SERVICE CONNECTION DETAILS REFER TO DRG-111.
4. FOR FLUSHING POINT TYPICAL DETAILS REFER TO STANDARD DRAWING PSS-1017-FS.
5. CONTRACTOR MAY BEND POLYETHYLENE PIPEWORK IN PLACE OF USING STANDARD FITTINGS WITH A MIN. BENDING RADIUS OF 20 x PIPE DIAM.
6. ALL BENDS SHALL BE ELECTROFUSION SWEEP BENDS (FABRICATED BENDS SHALL NOT BE USED).

APPROVED FOR CONSTRUCTION
BY ADW Johnson Pty Ltd
Date Approved:07/06/2021

WORK AS CONSTRUCTED

REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY
0	22.02.2019	CONSTRUCTION ISSUE	D.W.	L.G.	J.N.	L.G.
1	20.03.2019	LOTS 213 & 214 SERVICE CONNECTIONS UPDATED	D.W.	L.G.	J.N.	L.G.
2	22.04.2021	VARIOUS AMENDMENTS	G.S.	T.S.	J.N.	L.G.
3	23.04.2021	ALTOGETHER COMMENTS	T.S.	T.S.	J.N.	L.G.
4	27.04.2021	DARACON COMMENTS	T.S.	T.S.	J.N.	L.G.
5	28.04.2021	ALTOGETHER COMMENTS	T.S.	T.S.	J.N.	L.G.
6	01.09.2021	WORK AS CONSTRUCTED	I.B.	T.S.	J.N.	L.G.

SCALES: 0 5 10 — A1 / A3 1:250 / 1:500

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DESIGN FILE N:\

adw Johnson
Hunter Office
Unit 7/335 Hillsborough Rd
Warners Bay N.S.W. 2282
Phone: (02) 4978 5100
Fax: (02) 4978 5199
email: hunter@adwjohnson.com.au
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ABN 62 129 445 398

CLIENT: JOHNSON PROPERTY GROUP

PROPERTY DESCRIPTION: TWINE SUBDIVISION, FREEMANS DRIVE, COORANBONG

PROJECT: POTABLE WATER, RECYCLED WATER AND PRESSURE SEWER

PLAN TITLE: PRESSURE SEWER DETAIL PLAN - SHEET 2

SURVEYED	DATUM	PROJECT No.	DISCIPLINE	NUMBER	REV.
ADW Johnson	A.H.D.	239078(12)TW	- WAC -	109	6

Plotted By: iainb Plot Date: 01/09/21 - 16:28 Cad File: \\JPSERVER10\Adw-Data\239078\239078(12)\Dwg\Water & Sewer Design\239078(12) - Water & Sewer\239078(12)TW1B-WAT (Construction Issue 4)\239078(12)TW-WAT-108(6).dwg

100mm AT FULL SIZE

icare | HBCF

Certificate in respect of insurance for residential building work

Policy No: HBCF21056120 **Policy Date:** 13/09/2021

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

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period
In respect of	New Single Dwelling Construction
Description of construction as advised by builder*	New Single Dwelling Construction
At	Lot 214
	Yellow Robin Lane
	Cooranbong New South Wales 2265
Site plan number*	0
Site plan type*	Deposited Plan
Homeowner	Clay Robert & Hannah Elizabeth O'Riordan
Carried out by	CORAL HOMES PTY LTD
Licence number	62084C
Builder job number*	33671
Contract amount*	$376,190.00
Contract date*	17/09/2021 (Proposed)
Premium paid	$2,204.10
Cost of additional products or services under contract	Nil - no additional services
Price (including GST and Stamp Duty) Note: The total price does not include any brokerage or other costs to arrange the insurance contract.	$2,642.72

*Additional information

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

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

Certificate No: HBCF21056120 **Issued on:** 13/09/2021

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

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

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