

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Capital One, GOROKAN 86 Wallarah Road, Gorokan, NSW 2263	Phone: 4392 8828 Ref: Darren Smith
co-agent		
vendor		
vendor's solicitor	Conveyancing Now NSW Pty Ltd 2, 55 President Avenue, Kogarah NSW 2217 PO Box 98, Padstow NSW 2211	Phone: 02 9188 8377 Email: karina@conveyancingnownsw. com Fax: 02 9188 8376 Ref: JS:240794
date for completion land (address, plan details and title reference)	42nd day after the contract date 12B Zelman Close, Watanobbi, New South Wales 2259 Registered Plan: Lot 2241 Plan DP 1203524 Folio Identifier 2241/1203524	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 4)

Manual transaction (clause 30)

NO yes

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

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

NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

12 ZELMAN CL WATANOBBI NSW 2259

- 33** The Contract is amended as follows:
- (a) Clause 3.10.2 & 3.11.2 are deleted.
 - (b) Clause 7.1.1 is amended by deleting “5%” and inserting in its place “\$1,000”;
 - (c) Clause 14.4.2 is replaced with the words “by adjusting the amount actually payable by the Vendor for the property”;
 - (d) Clause 23.13 and 23.14 is amended by replacing the figure “7” with “3”;
 - (e) Clause 23.14 is amended by deleting the first sentence of the clause.
 - (f) Clause 25.1.1 is amended by deleting “limited”.
- 34** The property is sold and accepted in its present condition and state of repair as and where it stands and as fenced and the Purchaser shall not be entitled to take any objection or make any requisition or claim any compensation on the ground that there are any defects or deficiencies in any electrical appliances building structure services or fences or that any repairs or additional work are required thereto respectively. The Purchaser acknowledges that he is purchasing the property as a result of his own inspection and inquiries and that the Vendor has not nor has anyone on the Vendor’s behalf made any representation or given any warranties in respect of the same,
- 35** The Purchaser agrees to purchase the property subject to all existing water, sewerage, drainage, gas , electrical and other mains and services connections, pipes or distributors installed within the property whether or not connected to any improvements erected on the property and the Purchaser shall not make any objection, requisition or claim for compensation nor be entitled to rescind or fail to complete this contract by reason of any such installations as aforesaid and the Purchaser be deemed to have satisfied himself as to the position and nature of any such installations by virtue of having signed this Contract.
- 36** The Purchaser warrants to the Vendor that it was not introduced to the property by any agent other than the Vendor’s agent, nor is any agent the effective cause of this sale. In the event that the Purchaser is in breach of this warranty the Purchaser agrees to indemnify and keep the Vendor indemnified against any claim for commission by any agent (other than the Vendor’s agent). The parties agree that this condition must not merge on completion of this Contract.
- 37** Should either party (or if a party is more than one person, anyone or more of the persons comprising that party) prior to completion:
- (a) being a company:
 - i. resolves to go or enters into liquidation;
 - ii. has an application for its winding up filed;
 - iii. enters into any scheme, arrangement or composition with or assignment for the benefit of creditors;
 - iv. has a liquidator, receiver or official manager of it appointed or otherwise become an externally-administered body corporate within the meaning of the *Corporations Act 2001 (Cth)*;
 - v. is unable to pay its debts within the meaning of the *Corporations Act 2001 (Cth)*; or
 - vi. deregisters itself; or

- (b) if a natural person:
 - i. is or becomes bankrupt;
 - ii. enters into any scheme, arrangement or composition with or assignment for the benefit of creditors;
 - iii. is or becomes a protected person under the *Protected Estates Act, 1993*; or
 - iv. is or becomes a mentally ill or a mental disordered person in accordance with the relevant criteria set out in Chapter 3 of the *Mental Health Act, 1990*;
 - v. dies,

then either party may rescind this Contract by notice to the other party. If the Purchaser is not otherwise in default under this Contract, the Contract will be at an end upon service of such a notice and provisions of the printed Clause 19 will apply to that rescission. If any of the events in subclauses (a), b(i),b(ii) or b(iii) occur, they constitute a breach of this contract for the purposes of clause 19.2.3.

- 38** It is expressly agreed between the parties that in my circumstances justifying the issue of a Notice to Complete, fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose.
- (a) If for any reason other than the Vendor's default completion does not take place on the completion date, the Purchaser must pay to the Vendor on completion interest on the balance of purchase price at the rate of 10% per annum calculated on a daily basis for the period from (and including) the completion date until the date of actual completion
 - (b) In the event a Notice to Complete is served on the Purchaser by the Vendor, the Purchaser will pay an additional amount of \$440 (GST inclusive) on completion to the Vendor to cover the Vendor's additional legal costs caused by the delay. This is an essential term of the contract and the Vendor shall not be obliged to complete the transaction unless the interest and this cost referred to herein are paid.
- 39** If for any reason other than the Vendor's default settlement does not take place at the scheduled date, in addition to any other monies payable by the Purchaser on completion of this contract, the Purchaser must pay an additional \$220 (GST inclusive) on settlement, to cover the Vendor's additional legal fee and expenses incurred as a consequence of the delay.
- 40** Each party agrees that if on completion and apportionment of outgoings required to be made under this contract is overlooked or incorrectly calculated he will forthwith upon being so requested by the other party make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. This clause shall not merge on completion.
- 41** The parties agree that the deposit payable under this Contract is an amount equal to 10% of the purchase price (the Deposit). In the event the Vendor agrees to accept deposit less than 10% of the purchase price, payment of the Deposit will need to be completed in the following manners:
- (a) 5% on the signing of this Contract payable to the Depositholder; and
 - (b) 5% on completion or termination of this Contract pursuant to clause 9 (whichever in fact occurs).

Payment of the Deposit as provided above is without prejudice and without limit to the Vendor's rights to claim damages from the Purchaser as and where appropriate.

REQUISITIONS ON TITLE

REQUISITIONS

- | | | |
|----|--|-------|
| 1 | In these requisitions PROPERTY means land together with improvements and fixtures, LAND means land without improvements and fixtures, IMPROVEMENTS means improvements and fixtures and includes common property (if any). | NOTED |
| 2 | Is the Vendor (or if there is more than one Vendor, any of them) under any incapacity when entering into this transaction or subsequently which would affect completion of this transaction? | NO |
| 3 | Is the Vendor aware of any contemplated or current legal proceedings which might or will affect the property? | NO |
| 4 | Is the Vendor aware of any unsatisfied judgements orders or writs of execution which may affect the property or bind the Vendor? | NO |
| 5 | Has an order been made or has the Vendor received notice of an application for an order under any relevant family legislation which would impact on this sale? | NO |
| 6 | Are any improvements or chattels included in the transaction and passing to the Purchaser on completion subject to any credit contract, hire purchase agreement, bill of sale, charge or encumbrance or are any of them not fully owned by the Vendor? | NO |
| 7 | The Vendor should establish that the whole of the property will be conveyed to the Purchaser on completion and that there are no encroachments by or upon the property. | NOTED |
| 8 | Has any claim been made on the Vendor to contribute to the cost of the boundary fences or is the Vendor any such claim being made? | NO |
| 9 | Is the Vendor aware of any latent defects in title to any part of the property, including pipes or structures beneath the surface of the land? | NO |
| 10 | Is the Vendor aware of any restrictive covenants which affect or benefit the land and have not been disclosed to the Purchaser? | NO |
| 11 | Is the Vendor aware of any encroachments by or upon the property which is not disclosed in the contract? | NO |
| 12 | Is the Vendor aware of a building certificate under section 149D of the Environmental Planning and Assessment Act 1979 in respect of the property which is not disclosed in the contract? | NO |
| 13 | Is the Vendor aware of any notice, order, or intended or threatened action under Section 124 of the Local Government Act 1993 which is not disclosed in the contract? | NO |

REQUISITIONS

- | | | |
|-----|---|------------------------------|
| 14 | Is there any currently applicable development approval or consent to the use of the property which is not disclosed in this contract? | NO |
| 15 | Are there any restrictions on the use of, or development of the property by reason of the likelihood of land, slip, bush fire, flooding, tidal inundation, noise exposure, subsidence or any other risk? | VENDOR RELIES ON
CONTRACT |
| 16 | Is the Vendor aware of any conservation instrument or any order, notice or intention to take action in respect of the property under the Heritage Act 1977 which is not disclosed in the contract? | NO |
| 17 | Is there a requirement under the Home Building Act 1989 for the Vendor to provide a Certificate of Insurance which is not annexed to the contract? | NO |
| 18 | Is the Vendor aware of any drain, sewer, water main or stormwater channel which intersects or runs through or under the land which is not disclosed in the contract? | NO |
| 19 | Is the Vendor aware of any of the following which have not been disclosed to the Purchaser: | |
| (a) | Any unregistered easement, licence or other entitlement which benefits or affects the land? | NO |
| (b) | Any easement, licence, agreement or right in respect of water, sewerage, drainage, electricity, gas or other connections, pipes or services which benefit or affect the property? | NO |
| (c) | Any notice of resumption or intended resumption? | NO |
| (d) | Any proposal to re-align or widen any road which is adjacent to the property? | NO |
| (e) | Any proposal by any public or statutory authority? | NO |
| (f) | Any notice from a public or local authority requiring the doing of work or the expenditure of money on the property? | NO |
| (g) | Any work which has been done or is intended to be done on the land or adjoining or adjacent to the land (including road work, pavement, guttering, sewerage or drainage) which has created or will create a charge on the land and which may be recoverable from the Purchaser? | NO |
| (h) | Any claim or conduct to close, obstruct or limit access to or from the land or to an easement over the land? | NO |
| (i) | Any breach of any covenant noted on title? | NO |
| 20 | Is there any permissive occupancy of any part of the property or is any one in adverse possession? | NO |
| 21 | <u>If the property is sold subject to tenancy</u> , is the tenancy as disclosed in the contract or as has been indicated in writing to the Purchaser? | NOT APPLICABLE |



FOLIO: 2240/1203524

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
21/5/2024	1:14 PM	2	9/9/2018

LAND

LOT 2240 IN DEPOSITED PLAN 1203524
AT WATANOBBI
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF MUNMORAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1203524

FIRST SCHEDULE

ANTHONY STEELE CLAY
CAROL CLAY
AS JOINT TENANTS

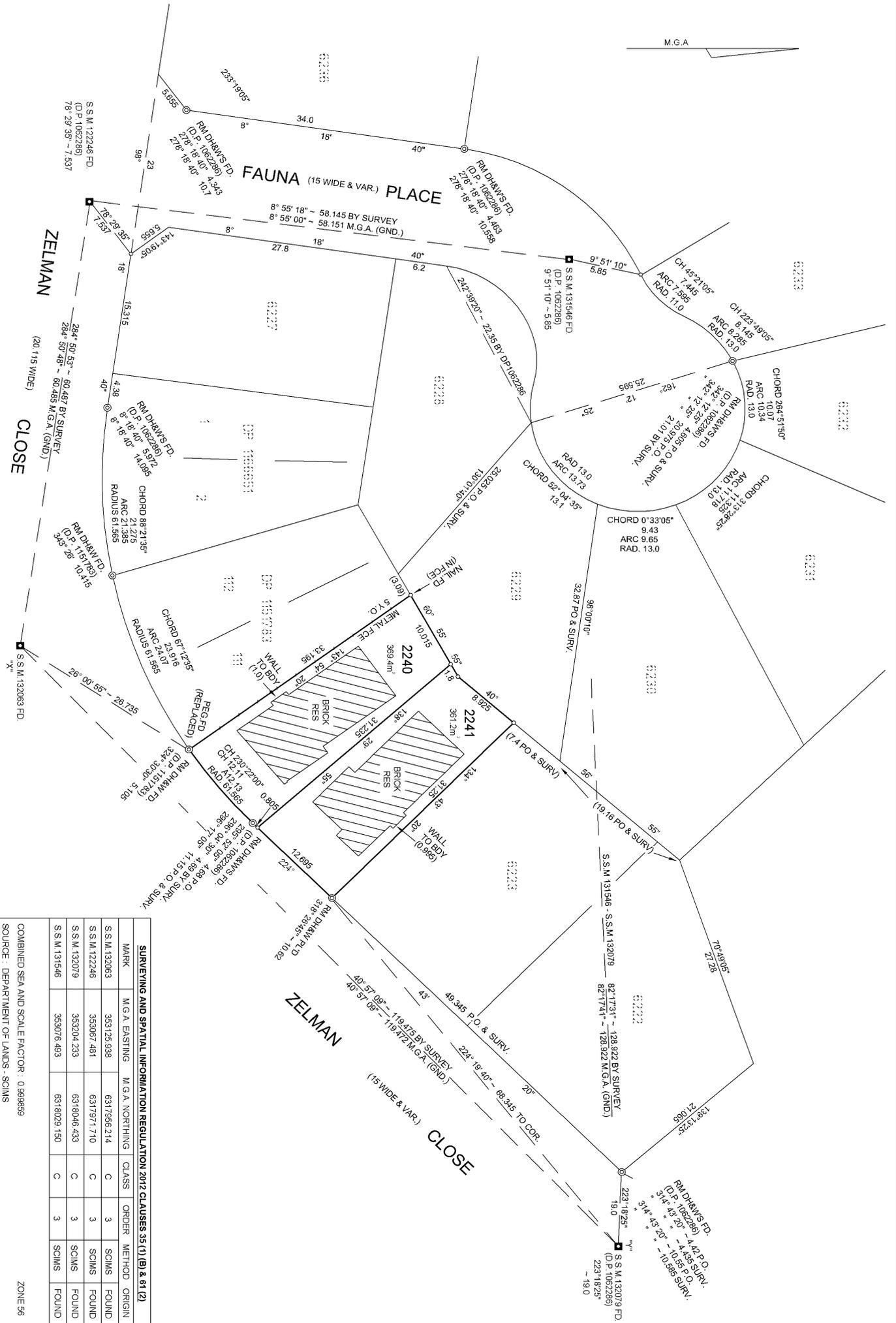
SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 DP800324 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 2 DP794070 EASEMENT TO DRAIN WATER 5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP794070 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP835228 EASEMENT TO DRAIN WATER 1.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1062286 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 6 AI291926 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



0 10 20 30 40 50 60 70 80 90 100 110 120 130 140

Surveyor: BEN LEVERITT
 Date of Survey: 5/2/14
 Surveyors Ref.: 17794

PLAN OF SUBDIVISION OF LOT 6224 IN
 D.P. 1062286

L.G.A.: WYONG
 LOCALITY: WATANOBBI
 SUBDIVISION No.: 68-2014
 Lengths are in metres. Reduction Ratio 1:300

Registered
 18.2.2015

DP1203524

SURVEYING AND SPATIAL INFORMATION REGULATION 2012 CLAUSES 35 (1)(b) & 61(2)					
MARK	M.G.A. EASTING	M.G.A. NORTHING	CLASS	ORDER	METHOD ORIGIN
S.S.M. 132063	353125.938	6317956.214	C	3	SCIMS FOUND
S.S.M. 132246	353067.481	6317971.710	C	3	SCIMS FOUND
S.S.M. 132079	353204.233	6318046.433	C	3	SCIMS FOUND
S.S.M. 131546	353076.483	6318029.150	C	3	SCIMS FOUND

COMBINED SEA AND SCALE FACTOR: 0.999869
 SOURCE: DEPARTMENT OF LANDS - SCIMS
 DATE: 01/09/2014
 ZONE 56

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only

Office Use Only

Registered:  18.2.2015

Title System: TORRENS

Purpose: SUBDIVISION

DP1203524

PLAN OF SUBDIVISION OF LOT 6224 IN
DP 1062286

LGA: Wyong
Locality: Watanobbi
Parish: Munmorah
County: Northumberland

~~Crown Lands NSW/Western Lands Office Approval~~

Survey Certificate

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.

I, Benjamin I. Everitt
of Everitt & Everitt Consulting Surveyors
a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

Signature:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 05.02.2014

Date:

*(b) The part of the land shown in the plan (~~*being/*excluding ^.....~~)
~~was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation.~~

File Number:

Office:

*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2012*.

Subdivision Certificate

I, ROSS PETERSON
*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J 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: B. Everitt Dated: 1/10/14

Signature: R Peterson

Surveyor ID: 3681

Accreditation number:

Datum Line: 'x' - 'y'

Consent Authority: WYONG SHIRE COUNCIL

Type: *Urban/*Rural

Date of endorsement: 17-10-2014

The terrain is *Level-Undulating / *Steep-Mountainous.

Subdivision Certificate number: 68-2014

File number:

*Strike through if inapplicable.

*Strike through if inapplicable.

*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Statements of intention to dedicate public roads, public reserves and drainage reserves.

Plans used in the preparation of survey/compilation.

DP 1062286
DP 1151783
DP 1166651

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 17794

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only

Office Use Only

Registered:



18.2.2015

PLAN OF SUBDIVISION OF LOT 6224 IN
DP 1062286

DP1203524

Subdivision Certificate number: 68-2014

Date of Endorsement: 17-10-2014

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

Street addresses not available

Carol Cray
CARA CRM

Anthony Cray

Mortgagee under Mortgage No. AI291926
 Signed at Waters Bay this 11th day of
November 2014 for National
 Australia Bank Limited ABN 12 004 044 937
 by Jasen Andrew Barber
 its duly appointed Attorney under Power of
 Attorney No. 39 Book 4519

3
Level Attorney

[Signature]
Witness/Bank Officer

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17794

PLAN FORM 2

SIGNATURE AND SEALS ONLY.
 I, IAN HAROLD MATTHEWS AS DELEGATE OF THE NEW SOUTH WALES LAND AND HOUSING CORPORATION, CERTIFY THAT I AM A DELEGATE OF THE CORPORATION OF SAID DELEGATION.

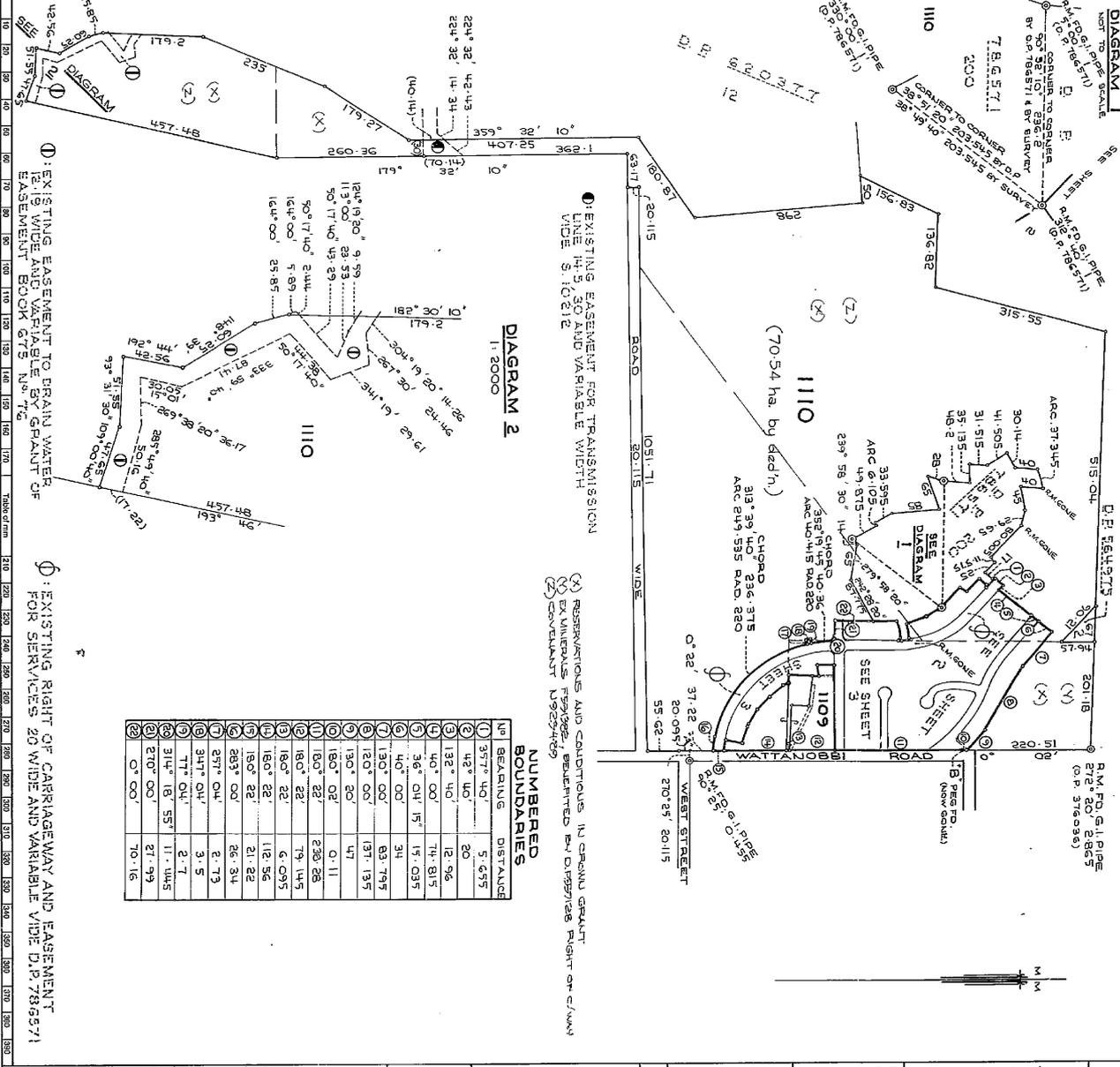
I. Matthews

Crown Lands Office Approval
 Land District:
 Paper No.:
 Field Book:
 Council Client's Certificate

Council Client's Certificate
 I hereby certify that -
 (a) the requirements for this development have been approved by the Council of the Local Government Area of the City of Waverley, and
 (b) the requirements of section 224 of the Metropolitan Water, Sewerage and Drainage Act, 1956, in respect of drainage works, have been complied with by the applicant in relation to the proposed
 I, the Council Clerk, do hereby certify that the above information is true and correct to the best of my knowledge and belief.

Council Clerk:
 Council File No.:

SUBMISSIONS REFERENCE: 9000



Plan Drawing only to appear in this space

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 23rd April, 1992



OFFICE USE ONLY

DP 800324

Registered: 22-1-1990

Title System: TORRELIUS

Purpose: SUBDIVISION

Rel. Map: U3612-1, 2 & 4

Lot Plan: DP 786571

Lot Name: PLAN OF SUBDIVISION OF LOT 801 IN DP 786571

Longitude and latitude: Reduction Ratio 1:5000

Area: WYONG

Locality: WYONG

Parish: MUMMORAH

County: NORTHUMBERLAND

This is sheet 1 of my plan in 3 sheets

J. F. CASSIDY
 Surveyor

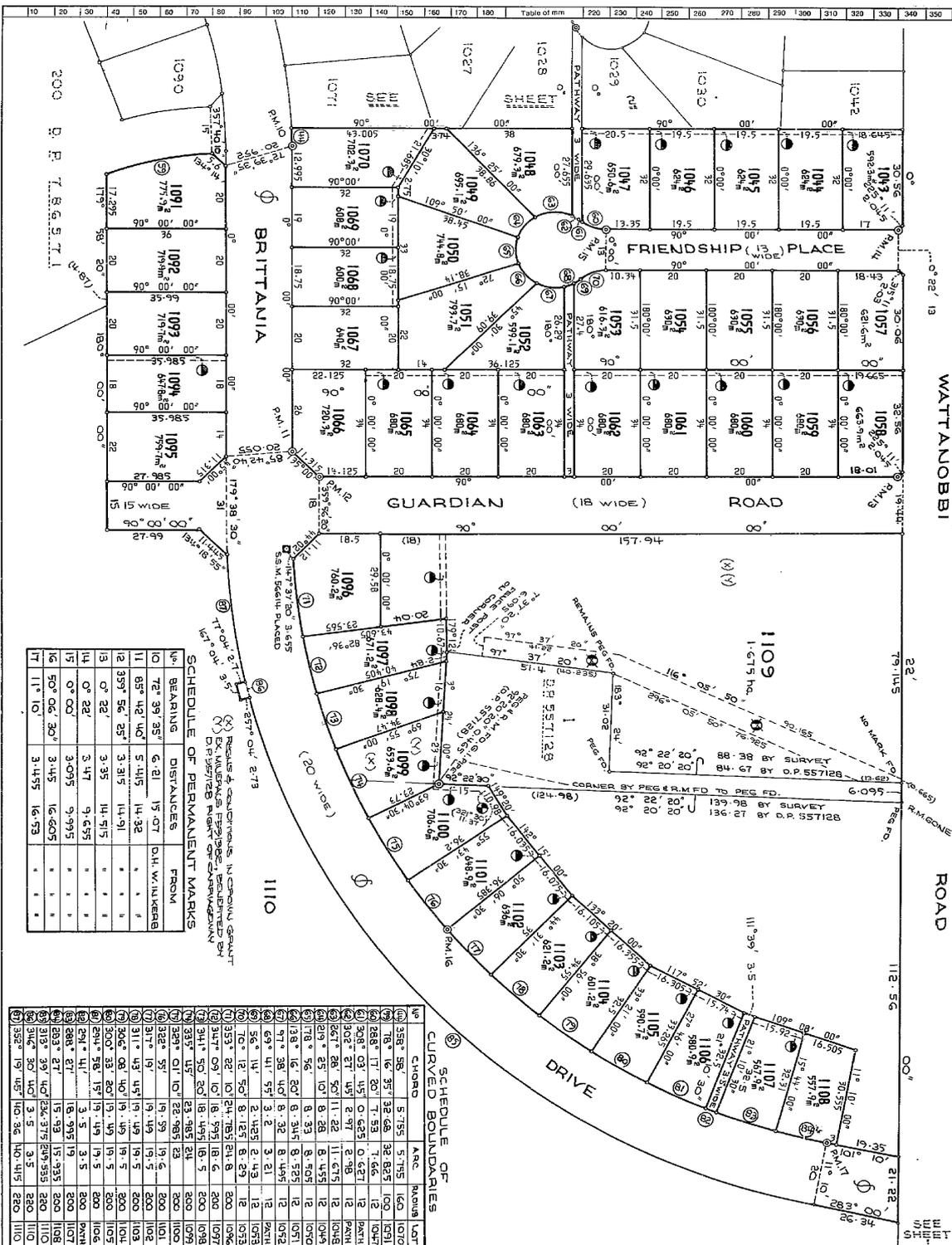
Signature:
 Date: 23/04/1992

Plans used in preparation of survey:
 D.P. 1897317 O.P. 376036
 D.P. 1897317 O.P. 376036
 D.P. 1897317 O.P. 376036
 D.P. 1897317 O.P. 376036

PANEL FOR USE ONLY for statements of public reserves, drainage reserves, easements or restrictions as to use of section 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

EXISTING RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 20 WIDE AND VARIABLE WIDE D.P. 786571

- EASEMENT TO DRAIN WATER 1.5 WIDE
- EASEMENT TO DRAIN WATER VARIABLE WIDTH
- EXISTING RIGHT OF CARRIAGEWAY 6.05 WIDE AND VARIABLE WIDTH D.P. 557128 RELEASED VIDE N162178



SCHEDULE OF PERMANENT MARKS

NO.	BEARING	DISTANCES	FROM
1	65° 42' 40"	5.445	D.H. WALKER
2	357° 56' 25"	3.315	14.91
3	0° 22'	3.35	14.915
4	0° 22'	3.47	9.455
5	0° 00'	3.075	9.975
6	50° 06' 30"	3.445	16.605
7	11° 10'	3.445	16.53

SCHEDULE OF CURVED BOUNDARIES

NO.	CHORD	ARC	RADIUS	LOT
1	358.56	5.755	160	1070
2	16.16	32.628	32	1071
3	288.17	7.53	166	1072
4	302.91	0.629	0	1073
5	302.91	0.629	0	1074
6	267.87	2.977	6.85	1075
7	267.87	2.977	6.85	1076
8	267.87	2.977	6.85	1077
9	267.87	2.977	6.85	1078
10	267.87	2.977	6.85	1079
11	267.87	2.977	6.85	1080
12	267.87	2.977	6.85	1081
13	267.87	2.977	6.85	1082
14	267.87	2.977	6.85	1083
15	267.87	2.977	6.85	1084
16	267.87	2.977	6.85	1085
17	267.87	2.977	6.85	1086
18	267.87	2.977	6.85	1087
19	267.87	2.977	6.85	1088
20	267.87	2.977	6.85	1089
21	267.87	2.977	6.85	1090
22	267.87	2.977	6.85	1091
23	267.87	2.977	6.85	1092
24	267.87	2.977	6.85	1093
25	267.87	2.977	6.85	1094
26	267.87	2.977	6.85	1095
27	267.87	2.977	6.85	1096
28	267.87	2.977	6.85	1097
29	267.87	2.977	6.85	1098
30	267.87	2.977	6.85	1099
31	267.87	2.977	6.85	1100
32	267.87	2.977	6.85	1101
33	267.87	2.977	6.85	1102
34	267.87	2.977	6.85	1103
35	267.87	2.977	6.85	1104
36	267.87	2.977	6.85	1105
37	267.87	2.977	6.85	1106
38	267.87	2.977	6.85	1107
39	267.87	2.977	6.85	1108
40	267.87	2.977	6.85	1109
41	267.87	2.977	6.85	1110

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

Table with 4 columns: 10, 20, 30, 40, 50, 60, 70, 80, 90, 100, 110, 120, 130, 140

Plan Drawing only to appear in this space

REDUCED SCALE: 9000

PLAN AMENDED IN L.T.O. AT SURVEYOR'S REQUEST

DP 800324
 Registered
 This is sheet 3 of map no. 3 Jussis
 Surveyor General
 23rd April, 1991



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

Lengths are in metres

Sheet 1 of 4 Sheets

PART 1

Plan: DP800324
 Plan of Subdivision of Lot 201 in DP 786571

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND:

New South Wales Land and Housing Corporation, 31-31 Moore Street, Liverpool 2170

1. Identity of easement firstly referred to in abovementioned plan:
 Easement to drain water variable width 1.5 wide

SCHEDULE OF LOTS AFFECTED

<u>Lot Burdened</u>	<u>Lot(s) or Name of Authority Benefited</u>
1021	1031
1022	1031 and 1032
1023	1031, 1032 and 1033
1024	1031, 1032, 1032 and 1034
1025	1045, 1045, 1046, 1047 and 1048
1026	1045, 1046, 1047 and 1048
1027	1049, 1047 and 1048
1028	1047 and 1048
1029	1059, 1060, 1061, 1062, 1063, 1064, 1065 and 1066
1030	1060, 1061, 1062, 1063, 1064, 1065 and 1066
1031	1061, 1062, 1063, 1064, 1065 and 1066
1032	1062, 1063, 1064, 1065 and 1066
1033	1063, 1064, 1065 and 1066
1034	1064, 1065 and 1066
1035	1065 and 1066
1036	1067, 1068, 1069, 1070 and 1071
1037	1067, 1068, 1069, 1070, 1071 and 1072
1038	1067, 1068, 1069, 1070, 1071 and 1072
1039	1067, 1068, 1069, 1070, 1071 and 1072
1040	1067, 1068, 1069, 1070, 1071 and 1072
1041	1067, 1068, 1069, 1070, 1071 and 1072
1042	1067, 1068, 1069, 1070, 1071 and 1072
1043	1067, 1068, 1069, 1070, 1071 and 1072
1044	1067, 1068, 1069, 1070, 1071 and 1072
1045	1067, 1068, 1069, 1070, 1071 and 1072
1046	1067, 1068, 1069, 1070, 1071 and 1072
1047	1067, 1068, 1069, 1070, 1071 and 1072
1048	1067, 1068, 1069, 1070, 1071 and 1072
1049	1067, 1068, 1069, 1070, 1071 and 1072
1050	1067, 1068, 1069, 1070, 1071 and 1072
1051	1067, 1068, 1069, 1070, 1071 and 1072
1052	1067, 1068, 1069, 1070, 1071 and 1072
1053	1067, 1068, 1069, 1070, 1071 and 1072
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1066	1067, 1068, 1069, 1070, 1071 and 1072
1067	1067 and 1068
1068	1067, 1068 and 1069
1069	1067, 1068, 1069 and 1070
1070	1067, 1068, 1069, 1070 and 1071
1071	1067, 1068, 1069, 1070, 1071 and 1072
1072	1067, 1068, 1069, 1070, 1071 and 1072
1073	1067, 1068, 1069, 1070, 1071 and 1072
1074	1067, 1068, 1069, 1070, 1071 and 1072

WPK



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

Lengths are in metres

Sheet 2 of 4 Sheets

PART 1

Plan: DP800324

New South Wales Land and Housing Corporation, 31-31 Moore Street, Liverpool 2170

2. Identity of easement secondly referred to in abovementioned plan:
 Easement to drain water variable width

<u>Lot Burdened</u>	<u>Lot(s) or Name of Authority Benefited</u>
1079	1079
1080	1080
1081	1081
1082	1082
1085	1085
1094	1094
1097	1097
1098	1098
1099	1099
1100	1100
1101	1101
1102	1102
1103	1103
1104	1104
1105	1105
1106	1106
1107	1107
1108	1108
1109	1109
1110	1110
1111	1111
1112	1112
1113	1113
1114	1114
1115	1115
1116	1116
1117	1117
1118	1118
1119	1119
1120	1120
1121	1121
1122	1122
1123	1123
1124	1124
1125	1125
1126	1126
1127	1127
1128	1128
1129	1129
1130	1130
1131	1131
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1171	1171
1172	1172
1173	1173
1174	1174
1175	1175
1176	1176
1177	1177
1178	1178
1179	1179
1180	1180
1181	1181
1182	1182
1183	1183
1184	1184
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1186	1186
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1188	1188
1189	1189
1190	1190
1191	1191
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1198	1198
1199	1199
1200	1200
1201	1201
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres Sheet 3 of 4 Sheets

DP800324 PART 1

3. Identify of easement thirdly referred Restriction and to user to in abovementioned plan:

Lotse Burdened Lotse Benefitted
Each lot except lots 1109 and 1110 Every other lot except lots 1109 and 1110

PART 2

TERMS OF RESTRICTION ON USE OF LAND THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN:

- a. Not more than one main building shall be erected on each lot burdened and such building shall not be used or permitted to be used other than as a private dwelling provided that duplex units or dual occupancies shall be allowed subject to the requirements of the responsible authority and further provided that nothing in this clause shall prevent the erection of one main building on any allotment arising out of the subdivision of one or more of the lots burdened.
- b. No garage or outbuilding shall be erected or permitted to remain on each lot burdened except until after or concurrently with the erection of any main building thereon.
- c. Without the prior consent in writing of the New South Wales Land and Housing Corporation of New South Wales which the Corporation may in its complete discretion withhold or grant either unconditionally or subject to any conditions whatsoever no building or structure shall be erected on any lot burdened having external walls other than new materials and such building shall not be of a prefabricated or a temporary structure or of a kilt-type construction or which has been transported to or reassembled on such a lot.
- d. No fence shall be erected on each lot burdened closer to the street than the house building line as fixed by the Wyoong Shire Council.

e. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the New South Wales and Housing Corporation of New South Wales without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense and in favour of any person dealing with the Corporation or its successors and in shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this consent in regard to fences shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.

W.M.

REGISTERED 22-1-1990

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

Lengths are in metres Sheet 4 of Sheets 4 Sheets

DP800324 PART 2

f. No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.

g. No sanitary convenience erected on each lot burdened shall be detached or separated from any building erected thereon except where otherwise required by the responsible authority in which event such sanitary convenience shall not be erected in a conspicuous place or a position on the said lot and if the building or structure in which the said sanitary convenience is situated is visible from the street or streets to which the said lot fronts then the same shall be suitably screened.

h. No earth clay stone gravel soil or sand shall be excavated carried away or removed from each lot burdened except so far as may be reasonably necessary for the erection in accordance with the covenants herein contained of any building or swimming pool on the said lot or for any purpose incidental or ancillary thereto.

NAME OF AUTHORITY empowered to release vary or modify the easement FIRSTLY AND SECONDLY referred to in abovementioned plan.

NEW SOUTH WALES LAND AND HOUSING CORPORATION OR WYOONG SHIRE COUNCIL

NAME OF AUTHORITY empowered to release vary or modify the easement THIRDLY referred to in abovementioned plan.
NEW SOUTH WALES LAND AND HOUSING CORPORATION

SIGNED by me Ian Harold MATTHEWS as a DELEGATE of the NEW SOUTH WALES LAND AND HOUSING CORPORATION who hereby declares that he has no notice of revocation of the delegation in the presence of:

NEW SOUTH WALES LAND AND HOUSING CORPORATION
ORATION by
delegate:

I. Matthews

W.M.

REGISTERED 22-1-1990

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 24th JANUARY, 1990

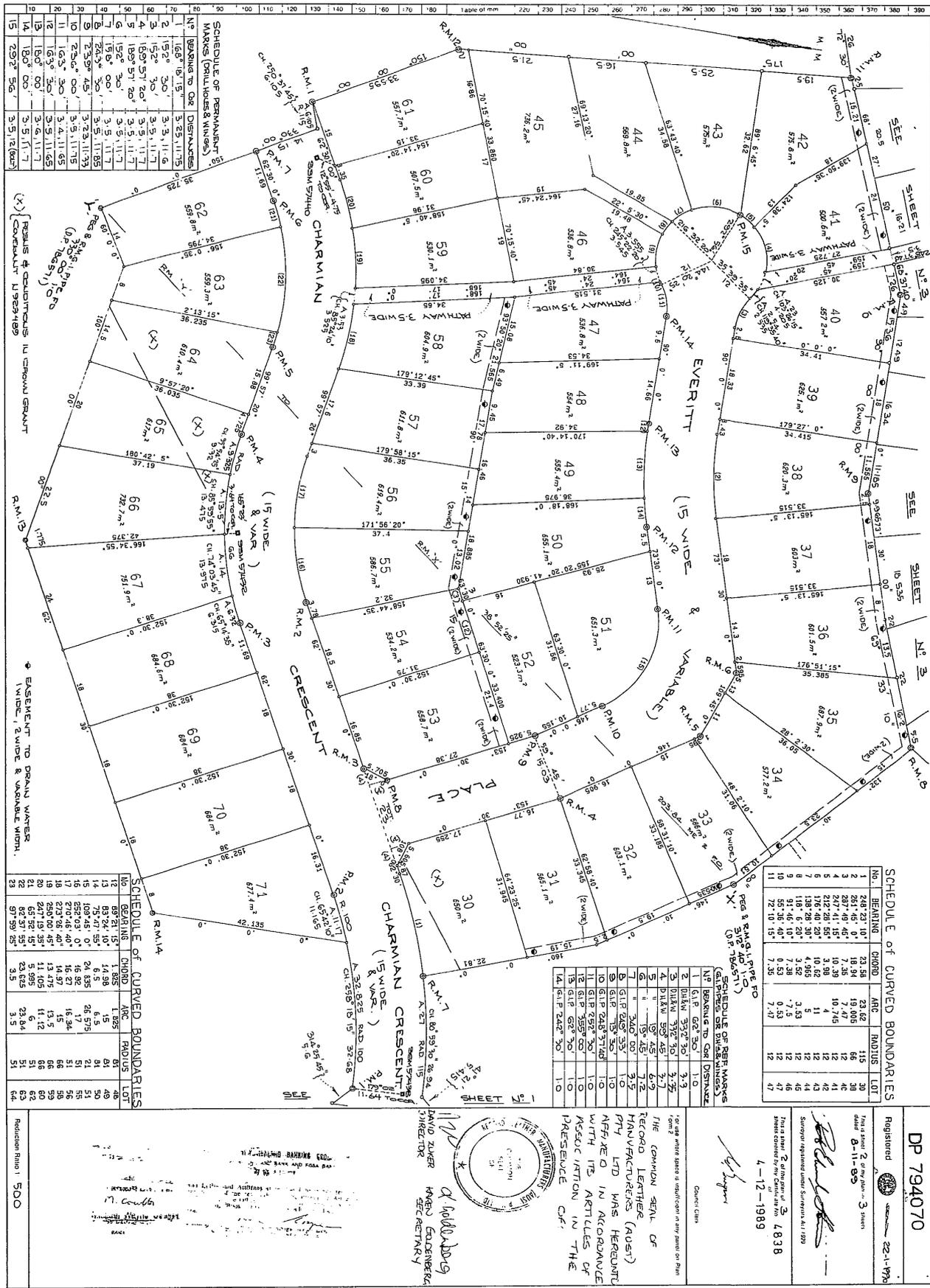




PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SCHEDULE OF PERMANENT MARKS (ORAL HOLES KINDS)

No	BEARING TO COR DISTANCE	MARKS (ORAL HOLES KINDS)
1	168° 18' 15"	3.55, 11.75
2	152° 30'	3.5, 11.6
3	152° 30'	3.5, 11.7
4	160° 57' 20"	3.5, 11.7
5	160° 57' 20"	3.5, 11.7
6	152° 30'	3.5, 11.7
7	196° 00'	3.5, 11.7
8	243° 45'	3.5, 11.85
9	235° 45'	3.5, 11.75
10	163° 30'	3.4, 11.65
11	163° 30'	3.5, 11.75
12	163° 30'	3.5, 11.65
13	160° 00'	3.5, 11.7
14	160° 00'	3.5, 11.7
15	292° 56'	3.5, 12.00

(*) RESULTS OF CALCULATIONS IN CROWN GRANT
 (X) CORNER (N 292° 56')

ESWEMENT TO DRAIN WATER
 15 WIDE, 2 WIDE & VARIABLE WIDTH.

SCHEDULE OF CURVED BOUNDARIES

No	BEARING TO COR DISTANCE	CHORD	ARC	RADIUS	LOT
10	89° 21' 15"	1.895	1.895	91	48
11	89° 21' 15"	1.895	1.895	91	49
12	89° 21' 15"	1.895	1.895	91	50
13	83° 24' 10"	1.438	1.438	61	50
14	75° 47' 55"	6.5	6.5	31	50
15	109° 34' 5"	24.858	24.858	124	51
16	109° 34' 5"	24.858	24.858	124	51
17	270° 46' 40"	16.87	16.84	51	51
18	270° 46' 40"	14.87	14.5	51	51
19	250° 00' 45"	13.475	13.5	66	58
20	250° 00' 45"	13.475	13.5	66	59
21	251° 12' 15"	14.12	14.12	51	62
22	82° 37' 55"	5.885	5.885	51	62
23	97° 59' 25"	3.5	3.5	51	63
24	97° 59' 25"	3.5	3.5	51	64

Reduction Ratio: 500
 Surveyor's Reference: B-21.2

SCHEDULE OF CURVED BOUNDARIES (CONTINUED)

No	BEARING TO COR DISTANCE	CHORD	ARC	RADIUS	LOT
1	248° 22' 10"	23.58	23.62	115	30
2	248° 22' 10"	23.58	23.62	115	30
3	247° 46' 40"	7.38	7.38	36	30
4	247° 46' 40"	10.39	10.39	41	30
5	247° 46' 40"	10.39	10.39	41	30
6	247° 46' 40"	10.39	10.39	41	30
7	247° 46' 40"	10.39	10.39	41	30
8	118° 6' 20"	3.52	3.53	12	43
9	91° 46' 10"	7.38	7.38	36	45
10	91° 46' 10"	7.38	7.38	36	46
11	91° 46' 10"	7.38	7.38	36	47
12	10° 15'	0.53	0.53	12	47

SCHEDULE OF PERMANENT MARKS (ORAL HOLES KINDS)

No	BEARING TO COR DISTANCE	MARKS (ORAL HOLES KINDS)
1	61° 52' 30"	1.0
2	61° 52' 30"	3.3
3	61° 52' 30"	3.7
4	61° 52' 30"	3.7
5	61° 52' 30"	3.7
6	61° 52' 30"	3.7
7	61° 52' 30"	3.7
8	61° 52' 30"	3.7
9	61° 52' 30"	3.7
10	61° 52' 30"	3.7
11	61° 52' 30"	3.7
12	61° 52' 30"	3.7
13	61° 52' 30"	3.7
14	61° 52' 30"	3.7

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

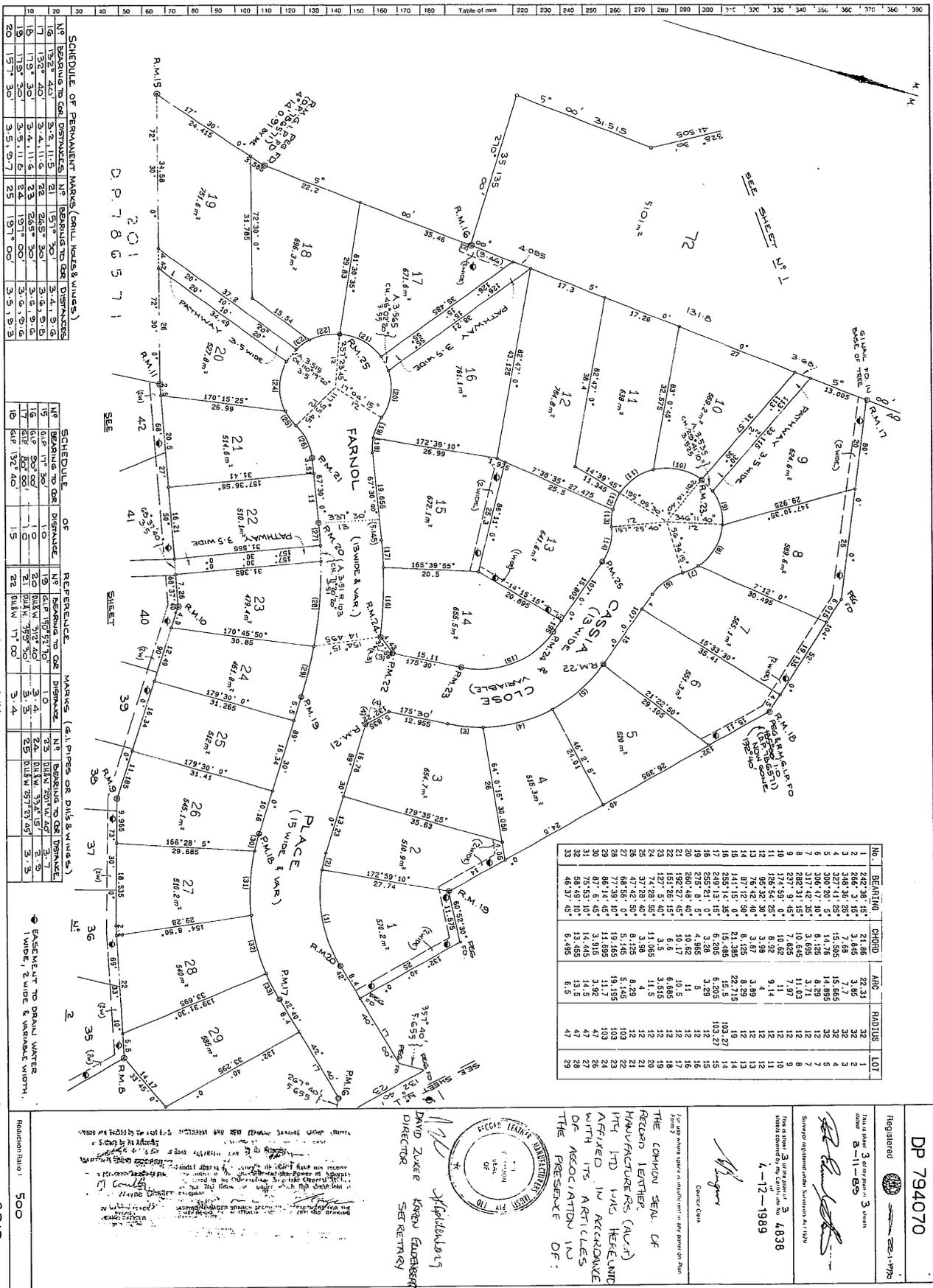
10 20 30 40 50 60 70 Table of mm 110 120 130 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 3rd July, 1991



DP 794070
 OFFICE USE ONLY

Handwritten signatures and stamps, including a circular seal of the Registrar General.



SCHEDULE OF PERMANENT MARKS (CHILL HEADS & WIRES)

NO	BEARING TO CORNER DISTANCE	NO	BEARING TO CORNER DISTANCE
1	132° 40'	21	157° 30'
2	132° 40'	22	165° 30'
3	132° 40'	23	165° 30'
4	132° 40'	24	165° 30'
5	132° 40'	25	165° 30'
6	132° 40'	26	165° 30'
7	132° 40'	27	165° 30'
8	132° 40'	28	165° 30'
9	132° 40'	29	165° 30'
10	132° 40'	30	165° 30'
11	132° 40'	31	165° 30'
12	132° 40'	32	165° 30'
13	132° 40'	33	165° 30'
14	132° 40'	34	165° 30'
15	132° 40'	35	165° 30'

SCHEDULE OF REFERENCE MARKS (G.P. PIPES OR PINS & WIRES)

NO	BEARING TO CORNER DISTANCE	NO	BEARING TO CORNER DISTANCE
16	132° 40'	21	157° 30'
17	132° 40'	22	165° 30'
18	132° 40'	23	165° 30'
19	132° 40'	24	165° 30'
20	132° 40'	25	165° 30'
21	132° 40'	26	165° 30'
22	132° 40'	27	165° 30'
23	132° 40'	28	165° 30'
24	132° 40'	29	165° 30'
25	132° 40'	30	165° 30'
26	132° 40'	31	165° 30'
27	132° 40'	32	165° 30'
28	132° 40'	33	165° 30'
29	132° 40'	34	165° 30'
30	132° 40'	35	165° 30'

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

NO	DATE	DESCRIPTION
1	10/20/30	40
2	50	60
3	70	TABLE OF MM
4	110	120
5	130	140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day: 3rd July, 1991

NO	BEARING	CHORD	ARC	RADIUS	LOT
1	242° 38' 18"	21.86	22.31	32	1
2	246° 3' 18"	3.94	3.96	32	2
3	327° 41' 28"	15.50	15.65	32	3
4	300° 20' 5"	14.76	14.89	32	4
5	306° 17' 10"	8.25	8.29	32	5
6	317° 42' 35"	3.95	3.95	32	6
7	217° 42' 35"	10.82	11.14	32	7
8	237° 9' 48"	7.85	7.97	32	8
9	174° 59' 0"	10.62	9.14	32	9
10	128° 54' 25"	8.92	9.14	32	10
11	79° 42' 48"	3.89	3.89	32	11
12	87° 12' 58"	8.25	8.29	32	12
13	87° 12' 58"	8.25	8.29	32	13
14	141° 15' 0"	21.38	22.71	32	14
15	259° 14' 35"	45.48	46.53	32	15
16	259° 14' 35"	45.48	46.53	32	16
17	259° 14' 35"	45.48	46.53	32	17
18	259° 14' 35"	45.48	46.53	32	18
19	259° 14' 35"	45.48	46.53	32	19
20	259° 14' 35"	45.48	46.53	32	20
21	259° 14' 35"	45.48	46.53	32	21
22	259° 14' 35"	45.48	46.53	32	22
23	259° 14' 35"	45.48	46.53	32	23
24	259° 14' 35"	45.48	46.53	32	24
25	259° 14' 35"	45.48	46.53	32	25
26	259° 14' 35"	45.48	46.53	32	26
27	259° 14' 35"	45.48	46.53	32	27
28	259° 14' 35"	45.48	46.53	32	28
29	259° 14' 35"	45.48	46.53	32	29
30	259° 14' 35"	45.48	46.53	32	30
31	259° 14' 35"	45.48	46.53	32	31
32	259° 14' 35"	45.48	46.53	32	32
33	259° 14' 35"	45.48	46.53	32	33

REGISTERED DP 794070

THE COMMON SEAL OF RECORD LETTERS (AUST) LTD WAS HEREAFTER AFFIXED IN ACCORDANCE WITH ITS ARTICLES OF ASSOCIATION IN THE PRESENCE OF:

DAVID ZUKER KAREN GARDNER DIRECTOR SET RETIRED

4-12-1989



PRODUCTION NUMBER: 8212

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

Part 1

Lengths are in metres
DP794070

Sheet 1 of 3 Sheets
 Subdivision of Certificate of Title
 Identifier 200/786571 and covered by
 Council Clerk's Certificate No. **4838**
 Record Leather Manufacturers (Aust.)
 Pty. Limited
 101 Canterbury Road
 Tootook VIC 3142

1. Identity of easement or restriction first referred to in above-mentioned plan
 Easement to Drain Water
 1 wide, 2 wide and variable width

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened	Lots, name or road, or Authority benefited
1	2, 3, 4
2	3, 4
3	4
4	5
5	5
6	5, 6
7	5, 6, 7
8	5, 6, 7, 8
9	15, 16
10	15
11	16
12	30
13	30, 31
14	30, 31, 32
15	30, 31, 32, 33, 35, 36, 37, 38, 39,
16	40, 41, 42, lot 201 in DP 786571
17	36, 37, 38, 39, 40, 41, 42, lot 201
18	in DP 786571
19	37, 38, 39, 40, 42, lot 201 in
20	DP 786571
21	38, 39, 40, 41, 42, lot 201 in DP
22	786571
23	39, 40, 41, 42, lot 201 in DP 786571
24	40, 41, 42, lot 201 in DP 786571
25	41, 42, lot 201 in DP 786571
26	42, lot 201 in DP 786571
27	lot 201 in DP 786571
28	46, 54, 55, 56, 57, 58
29	46, 55, 56, 57, 58
30	46, 55, 56, 57, 58
31	46, 56, 57, 58
32	46, 57, 58
33	46, 57, 58
34	46, 57, 58
35	46, 57, 58
36	46, 57, 58
37	46, 57, 58
38	46, 57, 58
39	46, 57, 58
40	46, 57, 58
41	46, 57, 58
42	46, 57, 58
43	46, 57, 58
44	46, 57, 58
45	46, 57, 58
46	46, 57, 58
47	46, 57, 58
48	46, 57, 58

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

Part 2

Lengths are in metres
DP794070

Sheet 2 of 3 Sheets
 Subdivision of Certificate of Title
 Identifier 200/786571 and covered by
 Council Clerk's Certificate No. **4838**
 Record Leather Manufacturers (Aust.)
 Pty. Limited
 101 Canterbury Road
 Tootook VIC 3142

2. Identity of easement or restriction secondly referred to in the above-mentioned plan
 Easement to drain water
 5 wide
 5, 6, 7, 8, 9, 16, 17, lot 201 in DP 786571
 Restriction as to user

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened	Lots, name or road, or Authority benefited
Each lot except lot 72	Every other lot except lot 72.

1 & 2 TERMS OF EASEMENTS TO DRAIN WATER FIRSTLY AND SECONDLY REFERRED TO IN ABOVE-MENTIONED PLAN

Easement to drain water as set out in Part III of Schedule VIII of the Conveyancing Act, 1919 (as amended) REQUIRED THAT the owner for the time being of any burden lot shall bear the cost of repairing any accidental damage to any drains and pipes within his lot.

3. TERMS OF RESTRICTION AS TO USER THEREBY REFERRED TO IN ABOVE-MENTIONED PLAN

(a) No fence exceeding 0.8 metres in height shall be erected or be permitted to remain erected on the front street alignment of each lot burdened nor between the front street alignment and the building line if fixed by the responsible Shire (Municipal) or City Council (provided that such distance shall not exceed 9 metres) ("restricted area") where the said lot is a corner lot this restriction shall apply to one street frontage.

(b) White either:

- (i) Record Leather Manufacturers (Aust.) Pty Limited; or
- (ii) Northern Managers and Construction Pty. Limited;

0367U/SUB/2

Michaela Beley
 DIRECTOR
 SECRETARY

REGISTERED 22-1-1990

Michaela Beley
 DIRECTOR
 SECRETARY

REGISTERED 22-1-1990

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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2

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

Lengths are in metres

Plan **DP794070**

Sheet 3 of 3 Sheets
Subdivision of Certificate of Title
Identifier 200/7865/1 and covered by
Council Clerk's Certificate No. 4533

(herein jointly called the "Companies") is the registered proprietor of any land in the plan or any land immediately adjoining the plan in the land, no fence shall be erected on each lot purchased to divide it from any adjoining land owned by the companies without the consent of the company whose land so adjoins the said land. Neither company shall withhold consent if such fence is erected without expense to either company. This restriction shall remain in force only during such time as Record Leather Manufacturers (Aust.) Pty Limited or Northern Managers & Construction Pty. Limited is the registered proprietor of land in the plan or any land immediately adjoining the land in the plan.

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

(d) In these restrictions as to user:

Record Leather Manufacturers (Aust.) Pty. Limited shall mean Record Leather Manufacturers (Aust.) Pty. Limited its successors nominees or assigns other than Purchasers on sale.

Northern Managers and Construction Pty. Limited shall mean Northern Managers and Construction Pty. Limited, its successors, nominees or assigns other than Purchasers on sale.

"The plan" shall mean the plan of Subdivision to which this instrument relates and upon the registration of which these restrictions are created.

(e) Record Leather Manufacturers (Aust.) Pty Limited shall have the right to release, vary or modify these Restrictions whilst it is the registered proprietor of any land in the plan. Once Record Leather Manufacturers (Aust.) Pty Limited is not the registered proprietor of any land in the plan, Northern Managers and Construction Pty Limited whilst it is the registered proprietor of land in the plan is the person having the right to release, vary or modify these restrictions for such period as it is registered proprietor of any land in the plan or for the period of five (5) years from the date of registration of the plan whichever is the later.

THE COMMON SEAL OF RECORD LEATHER MANUFACTURERS (AUST.) PTY LIMITED was deposited in accordance with the Articles of Association in the presence of:

DIRECTOR

M. Pedersen
SECRETARY



signed and sealed by the said bank **AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED** at Sydney by its Attorney **MARTIN LESLIE GOSPER** Incorporated as per M&A and C&A BANK by its Attorney
Martin Leslie Gosper
who is personally known to me
and I, the said Attorney, the full I have not received any notice of the revocation of the Power of Attorney registered in the Office of the Registrar General Sydney. The said Bank and under which this document is created.
AMERICAN BANKING CORPORATION, REGISTRAR FOR THE GROUP LIMITED.

REGISTERED 22-1-1990

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

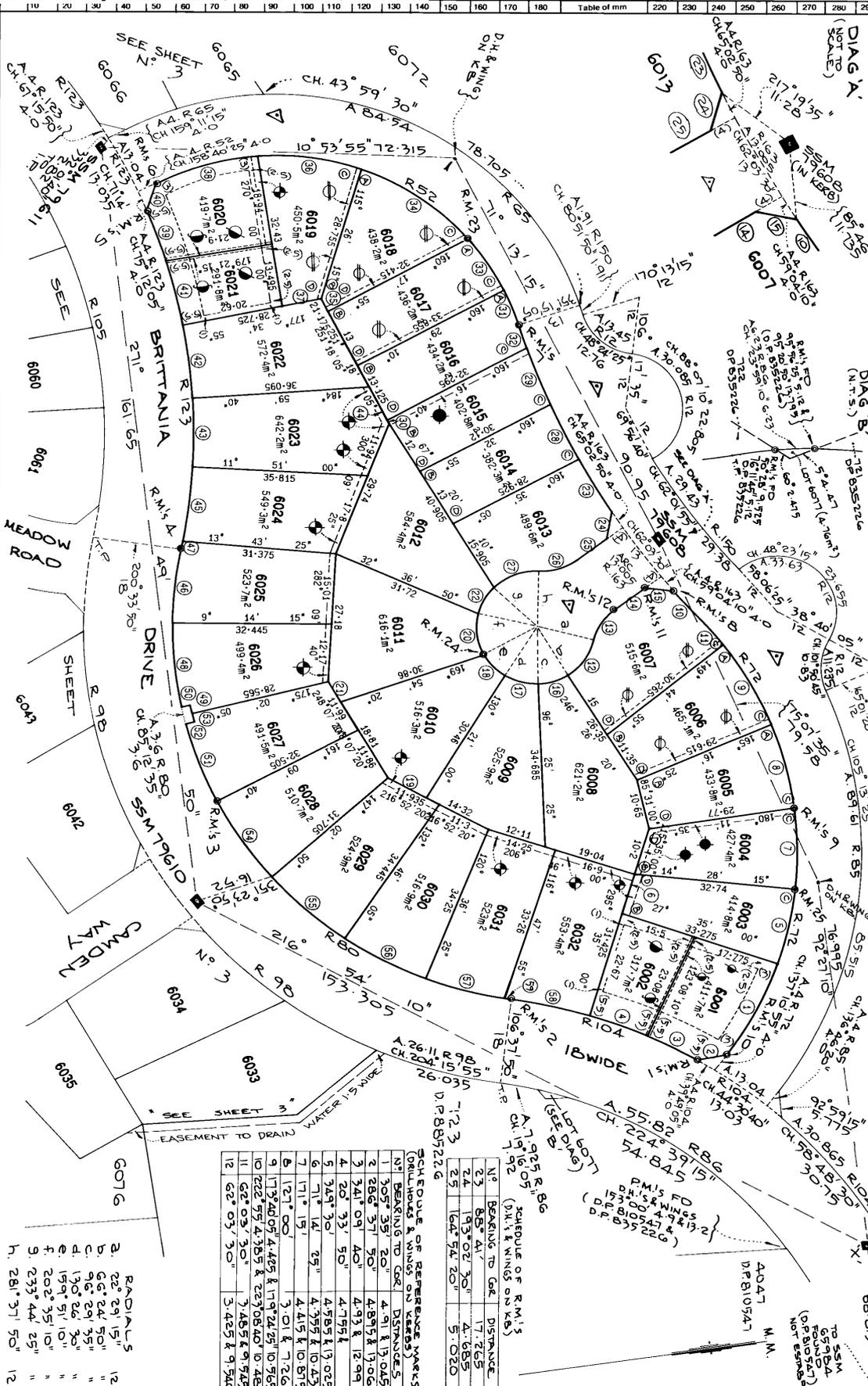
- BUILDING SURVEY
- EASEMENT FOR MAINTENANCE ACCESS (WIDE)
- EASEMENT TO DRAIN WATER (WIDE)

- ARGYLE STREET (3 WIDE & V&A WIDTH)

- EASEMENT TO DRAIN WATER (1.5 WIDE)
- EASEMENT FOR SUPPORT 0.3 WIDE

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	126°50'45"	21.915	22	72	16	351°27'45"	6.223	6.3	12	31	76°45'55"	8.14	8.145	52	46	284°38'35"	15.575	15.6	80
2	119°30'05"	6.01	17	104	17	23°28'05"	7.005	7.116	12	32	80°21'55"	4.99	4.99	163	47	290°05'00"	1.98	1.98	123
3	215°36'20"	11.345	104	18	55°08'50"	6.935	7.116	12	33	65°00'10"	13.165	13.2	52	48	272°56'45"	17.96	18	80	
4	209°04'20"	12.48	12.48	19	216°52'20"	8.915	8.915	12	34	43°07'28"	26.225	26.515	52	49	265°02'30"	1.8			
5	111°35'55"	16.265	16.3	72	20	91°13'10"	8.745	8.95	12	35	251°18'05"	3.05	3.05	50	175°02'30"	1.775			
6	295°35'00"	8.755	17.5	72	22	128°09'45"	5.04	6.555	12	36	16°40'20"	23.345	23.5	52	51	257°35'55"	17.615	17.65	80
7	98°09'00"	17.455	18.4	72	23	68°02'55"	12.995	13	12	37	177°34'55"	8.105	8.105	52	52	265°02'30"	1.785		
8	83°51'35"	18.35	18.4	72	24	68°02'55"	12.995	13	12	38	352°51'05"	21.58	21.735	52	53	265°02'30"	1.8		
9	68°47'05"	19.44	19.5	72	25	108°33'10"	5.8	7.48	12	39	298°47'20"	11.4	11.4	123	54	244°12'10"	19.72	19.77	80
10	56°55'00"	8.265	16.3	72	26	152°03'30"	7.48	9.745	12	40	296°55'55"	5.97	5.97	55	229°59'40"	18.95	19.9	80	
11	58°14'50"	6.995	16.3	72	27	157°50'55"	8.125	9.745	12	41	284°44'50"	14.175	14.185	123	56	216°12'00"	18.58	18.62	80
12	34°127'00"	8.975	9.2	12	28	167°41'05"	9.745	10.003	12	42	271°42'45"	15.71	15.72	123	57	203°35'45"	16.55	16.58	80
13	312°16'20"	8.125	8.29	12	29	172°36'20"	13.005	13.01	163	43	278°47'55"	14.69	14.7	58	201°06'25"	16.235	16.25	104	
14	322°03'30"	8.748	8.748	29	30	177°11'40"	13.095	13.1	163	44	271°18'05"	8.875	8.875	59	197°08'20"	1.435	1.435	80	
15	15°33'50"	5.6	30	251°18'05"	8.75					45	285°55'50"	15.915	15.925	123					



SCHEDULE OF BEARING & DISTANCE

No.	BEARING TO GO	DISTANCE
1	305° 35' 20"	4.91 & 13.045
2	286° 37' 50"	4.895 & 13.06
3	341° 01' 40"	4.93 & 12.99
4	202° 33' 50"	4.795 & 13.025
5	349° 30' 50"	4.795 & 13.025
6	171° 14' 25"	4.415 & 10.435
7	121° 00'	3.01 & 7.26
8	173° 40' 05"	4.425 & 13.025
9	173° 40' 05"	4.425 & 13.025
10	222° 55' 43.855 & 23° 08' 06.016	4.65
11	62° 05' 30"	7.485 & 9.747
12	62° 05' 30"	3.425 & 9.740

WHERE ANY LOT HEREIN ADJUTS ON A ROAD OR NON TIDAL STREAM THE TITLE EXTENDS ONLY TO THE ROAD OR STREAM AND NOT TO THE MIDDLE LINE THEREOF.

Resolutor Ratio: 600

DP 835228

Registered 23/8/93

Supervisor registered under Surveyors Act 1992

This is a true and correct copy of the plan as shown on the ground.

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

10 EASEMENT FOR SUPPORT 0.3 WIDE

11 EASEMENT FOR SUPPORT 0.3 WIDE

12 EASEMENT FOR SUPPORT 0.3 WIDE

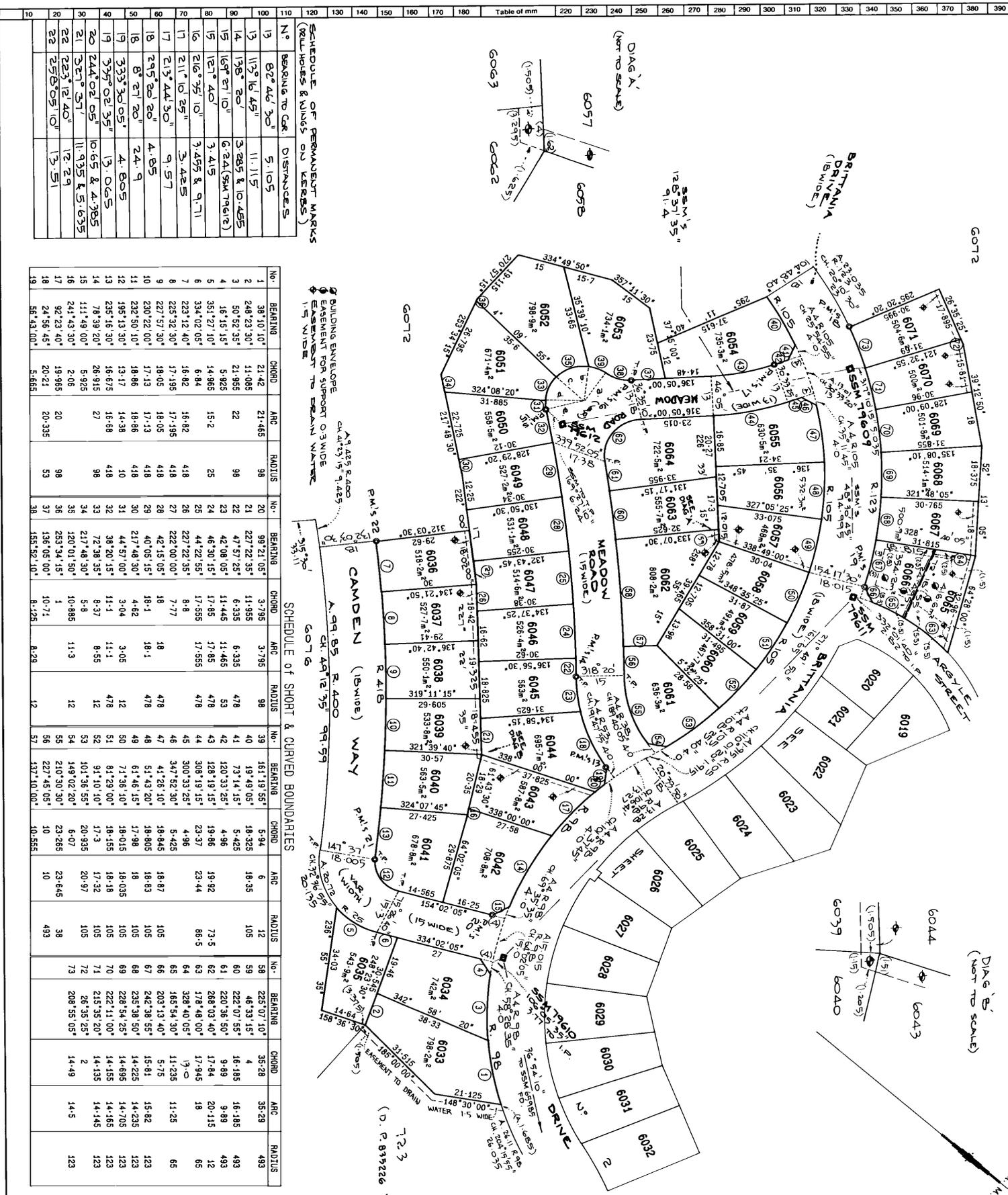
13 EASEMENT FOR SUPPORT 0.3 WIDE

14 EASEMENT FOR SUPPORT 0.3 WIDE

15 EASEMENT TO DRAIN WATER 1.5 WIDE

Plan Drawing only to appear in this space

Supervisor's REFERENCE 9935/2



SCHEDULE OF PERMANENT MARKS
(BEARINGS & DISTANCES ON KERBS)

N°	BEARING TO CR	DISTANCES
13	82° 46' 30"	5.105
14	119° 16' 45"	11.115
15	138° 30'	3.285 & 10.485
16	167° 57' 10"	6.24 (S.M. 79612)
17	127° 40'	3.415
18	216° 35' 10"	3.455 & 9.71
19	211° 10' 25"	3.425
20	295° 26' 20"	4.85
21	8° 21' 20"	2.4
22	333° 30' 05"	4.805
23	339° 02' 35"	13.065
24	244° 02' 05"	10.65 & 4.985
25	320° 33' 31"	11.935 & 5.635
26	323° 12' 40"	12.29
27	298° 05' 10"	13.51

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	38° 10' 10"	21.42	21.465	98	21	227° 32' 35"	11.965	6.335	478	40	161° 19' 55"	18.325	18.35	105
2	248° 23' 30"	11.085	22	98	22	47° 57' 25"	6.335	6.335	478	41	73° 14' 15"	5.425	18.35	105
3	50° 52' 35"	21.985	22	98	23	42° 08' 05"	11.465	11.465	478	42	120° 33' 25"	4.96	19.92	73.5
4	16° 15' 15"	5.925	25	23	24	46° 30' 15"	17.85	17.85	478	43	128° 19' 15"	19.66	19.92	73.5
5	351° 27' 10"	14.965	15.2	24	25	44° 22' 55"	17.555	17.555	478	44	308° 19' 15"	23.37	23.44	86.5
6	334° 02' 05"	6.84	16.82	418	26	227° 32' 35"	8.8	8.8	478	45	308° 19' 15"	4.96	23.44	86.5
7	223° 12' 40"	16.82	16.82	418	27	222° 00' 00"	7.77	7.77	478	46	347° 52' 30"	5.425	23.44	86.5
8	225° 32' 30"	17.195	17.195	418	28	222° 00' 00"	7.77	7.77	478	47	41° 26' 10"	18.645	18.87	105
9	227° 57' 30"	18.05	18.05	418	29	40° 15' 15"	18.1	18.1	478	48	41° 26' 10"	18.605	18.83	105
10	230° 22' 00"	17.13	17.13	418	30	217° 48' 30"	3.04	3.04	478	49	61° 46' 15"	18.015	18.83	105
11	232° 50' 10"	18.86	18.86	418	31	44° 57' 00"	4.62	4.62	478	50	71° 36' 10"	18.015	18.83	105
12	195° 13' 30"	13.17	13.17	418	32	217° 48' 30"	3.04	3.04	478	51	81° 10' 10"	17.9	18.15	105
13	195° 13' 30"	13.17	13.17	418	33	38° 20' 15"	8.37	8.37	478	52	91° 10' 10"	17.9	18.15	105
14	183° 39' 30"	16.675	16.68	418	34	217° 48' 30"	3.04	3.04	478	53	101° 36' 55"	20.935	17.32	105
15	78° 39' 30"	26.915	27	98	35	120° 33' 25"	10.885	11.3	12	54	149° 02' 20"	6.07	20.97	105
16	241° 43' 30"	2.06	20	98	36	283° 34' 15"	1.085	11.3	12	55	210° 30' 30"	23.265	20.97	105
17	92° 23' 40"	19.965	20	98	37	136° 05' 00"	10.71	10.71	12	56	227° 45' 05"	10.555	23.645	499
18	24° 56' 45"	20.21	20.335	53	38	155° 32' 10"	8.25	8.25	12	57	137° 10' 00"	10.555	23.645	499
19	55° 43' 10"	5.665	20.335	53	38	155° 32' 10"	8.25	8.25	12	57	137° 10' 00"	10.555	23.645	499

Reduction Ratio: 800

Registered: **DP 835228**

This is sheet 3 of my plan in 3 sheets dated 23/8/93

Surveyor/registered under Surveyors Act 1929

This is sheet of the plan of sheet covered by my plan No. of

For use where space is insufficient in any panel on Plan

Council Clerk

Signature: *[Handwritten Signature]*

Plan Drawing only to appear in this space

Surveyors Reference: 9935/2

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

(Lengths are in metres)

Sheet 1 of 7 sheets

PART 1

PLAN DP835228

Subdivision of Lot 5113 D.P. 816885 and Easement to Drain Water 1.5 Wide over Lot 723 D.P. ~~835226~~

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land & Housing Corporation,
23 - 31 Moore Street,
LIVERPOOL. N.S.W. 2170.

1. IDENTITY OF EASEMENT OR RESTRICTION FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement to Drain Water 1.5 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority benefited

6029	6028
6030	6028, 6029
6031	6028, 6029, 6030
6032	6028, 6029, 6030, 6031
6003	6002, 6028, 6029, 6030, 6031, 6032
6026	6027
6025	6026, 6027
6024	6025, 6026, 6027
6023	6022, 6024, 6025, 6026, 6027
6020	6021
6036	6072
6037	6036, 6072
6038	6036, 6037, 6072
6039	6036, 6037, 6038, 6072
6040	6036, 6037, 6038, 6039, 6072
6043	6036, 6037, 6038, 6039, 6040, 6072
6062	6063
6057	6062, 6063
6070	6069
6071	6069, 6070
6067	6068
6065	6066, 6067, 6068

2. IDENTITY OF EASEMENT OR RESTRICTION SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement to Drain Water 1 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority benefited

6004	6002, 6003, 6028, 6029, 6030, 6031, 6032
6015	6022, 6023, 6024, 6025, 6026, 6027

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

(Lengths are in metres)

Sheet 2 of 7 sheets

PART 1

PLAN DP835228

Subdivision of Lot 5113 D.P. 816885
and Easement to Drain Water 1.5 Wide
over Lot 723 D.P. 835226

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land & Housing Corporation,
23 - 31 Moore Street,
LIVERPOOL. N.S.W. 2170.

3. IDENTITY OF EASEMENT OR RESTRICTION THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement for Maintenance Access 1.0 Wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority benefited

6006
6007
6017
6018
6019

6005
6006
6016
6017
6018

4. IDENTITY OF EASEMENT OR RESTRICTION FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Restriction on the Use of Land

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots, name of road or Authority benefited

Each Lot except Lot
6072, 6073, 6074, 6075, 6076, 6077

Every other Lot except
6072, 6073, 6074, 6075, 6076 and 6077

5. IDENTITY OF POSITIVE COVENANT FIFTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Positive Covenant

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority benefited

6003, 6004, 6005
6006, 6007, 6013
6014, 6015, 6016
6017, 6018, 6019

Wyong Shire Council

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

(Lengths are in metres)

Sheet 3 of 7 sheets

PART 1

PLAN DP835228

Subdivision of Lot 5113 D.P. 816885
and Easement to Drain Water 1.5 Wide
over Lot 723 D.P. 835226

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land & Housing Corporation,
23 - 31 Moore Street,
LIVERPOOL. N.S.W. 2170.

6. IDENTITY OF POSITIVE COVENANT SIXTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Positive Covenant

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

Lots,name of road or Authority benefited

6001, 6002

Wyong Shire Council

7. IDENTITY OF POSITIVE COVENANT SEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Positive Covenant

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

Lots,name of road or Authority benefited

6020, 6021,

Wyong Shire Council

8. IDENTITY OF POSITIVE COVENANT EIGHTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Positive Covenant

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

Lots,name of road or Authority benefited

6065, 6066

Wyong Shire Council

9. IDENTITY OF EASEMENT OR RESTRICTION NINTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement for Support 0.3 wide

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

Lots,name of road or Authority benefited

6001

6002

10. IDENTITY OF EASEMENT OR RESTRICTION TENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement for Support 0.3 wide

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

Lots,name of road or Authority benefited

6002

6001

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

(Lengths are in metres)

Sheet 4 of 7 sheets

PART 1

PLAN DP 835228

Subdivision of Lot 5113 D.P. 816885 and Easement to Drain Water 1.5 Wide over Lot 723 D.P. 835226

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land & Housing Corporation,
23 - 31 Moore Street,
LIVERPOOL. N.S.W. 2170.

11. IDENTITY OF EASEMENT OR RESTRICTION ELEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement for Support 0.3 wide

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

Lots,name of road or Authority benefited

6020

6021

12. IDENTITY OF EASEMENT OR RESTRICTION TWELFTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement for Support 0.3 wide

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

Lots,name of road or Authority benefited

6021

6020

13. IDENTITY OF EASEMENT OR RESTRICTION THIRTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement for Support 0.3 wide

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

Lots,name of road or Authority benefited

6065

6066

14. IDENTITY OF EASEMENT OR RESTRICTION FOURTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement for Support 0.3 wide

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

Lots,name of road or Authority benefited

6066

6065

15. IDENTITY OF EASEMENT OR RESTRICTION FIFTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement to Drain Water 1.5 Wide

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

Lots,name of road or Authority benefited

Lot 723 D.P. 835226 , 6076

6035

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

(Lengths are in metres)

Sheet 5 of 7 sheets

PART 2

PLAN DP835228

Subdivision of Lot 5113 D.P. 816885
and Easement to Drain Water 1.5 Wide
over Lot 723 D.P. 835226

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land & Housing Corporation,
23 - 31 Moore Street,
LIVERPOOL. N.S.W. 2170.

TERMS OF EASEMENT OR RESTRICTION THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

The full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to enter upon the servient tenement and to remain there for any reasonable time with any tools, implements or machinery necessary for the purpose of renewing, replacing, painting, repairing and maintaining the residence adjacent to the easement and to enter upon the servient tenement and to remain there for any reasonable time for the said purpose AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other structure of any kind or description on or over the said easement.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE TERMS OF EASEMENTS OR RESTRICTIONS THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN

The dominant tenement their heirs, successors and assigns.

TERMS OF EASEMENT OR RESTRICTION ON THE USE OF LAND FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN

- (a) No fence shall be erected on each Lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on Sale but consent shall not be withheld if such fence is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.
- (b) No advertisement hoarding sign or matter shall be displayed or erected on each Lot burdened (other than a sign advertising that the said Lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE TERMS OF EASEMENT OR RESTRICTION FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

The New South Wales Land and Housing Corporation.



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

(Lengths are in metres)

Sheet 6 of 7 sheets

PART 2

PLAN DP835228

Subdivision of Lot 5113 D.P. 816885
and Easement to Drain Water 1.5 Wide
over Lot 723 D.P. 835226

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land & Housing Corporation,
23 - 31 Moore Street,
LIVERPOOL. N.S.W. 2170.

TERMS OF POSITIVE COVENANT FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

1. A wall of the dwelling erected on the lot burdened by this restriction adjacent to the boundary demarcated A-B on the abovementioned plan may be constructed on or within 150mm of the said boundary provided that the maximum continuous length of external wall of the said dwelling along the said boundary does not exceed 9 metres without a step. Any window constructed in a wall parallel to the boundary demarcated A-B shall be set back a minimum of 900mm from that boundary.
2. The dwelling erected on the lot burdened by this restriction adjacent to the boundary demarcated C - D on the abovementioned plan shall be set back a minimum of one metre from the said boundary.
3. The dwelling erected on the lot burdened by this restriction shall be set back a minimum of 2.5 metres from the boundary demarcated B - D on the abovementioned plan.
4. Subject to the approval of the Local Authority any garage and/or carport either attached or detached to or from the dwelling on the lot burdened by this restriction respectively shall be set back a minimum of 5.5 metres from the street frontage boundary.
5. Subject to the approval of the Local Authority any room forming part of the dwelling erected on the lot burdened by this restriction shall be set back back a minimum of 5.5 metres from the street frontage boundary.
6. Subject to the approval of the Local Authority any verandah and/or porch forming part of the dwelling erected on the lot burdened by this restriction shall be set back a minimum of 3.5 metres from the street frontage boundary.
7. A courtyard shall be provided adjacent to the dwelling erected on the lot burdened by this restriction having a minimum area of 30 square metres and a minimum dimension of 4 metres in any direction. The said courtyard shall be located adjacent to the boundary demarcated C - D on the abovementioned plan.
8. A fence having a minimum height of 1.8 metres shall be provided on all side and rear boundaries behind the front building alignment and where the external wall of the dwelling does not coincide with the lot boundary.
9. Any dwelling erected on the Lots Burdened by this restriction shall be of single storey construction only.
10. No fence shall be erected on that part of the side boundary of the Lots Burdened by this restriction where the wall of a dwelling is less than 900mm distant from that boundary.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE TERMS OF POSITIVE COVENANT FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Wyong Shire Council.



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

(Lengths are in metres)

Sheet 7 of 7 sheets

PART 2

PLAN DP835228

Subdivision of Lot 5113 D.P. 816885 and Easement to Drain Water 1.5 Wide over Lot 723 D.P.835226

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land & Housing Corporation,
23 - 31 Moore Street,
LIVERPOOL. N.S.W. 2170.

TERMS OF POSITIVE COVENANT SIXTHLY, SEVENTHLY AND EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

- (1) No single detached dwelling shall be erected on each lot burdened and the lots burdened shall only be developed jointly as one main building with a common wall the centre of which shall coincide with the common boundary of the lots burdened and be contained within the Easements for Support created by and referred to in the abovementioned plan.
- (2) No part of the aforementioned main building shall be erected outside the area shown as " building envelope" on the abovementioned plan.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE TERMS OF POSITIVE COVENANT SIXTHLY, SEVENTHLY AND EIGHTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Wyong Shire Council.

TERMS OF EASEMENT FOR SUPPORT 0.3 WIDE NINTHLY, TENTHLY, ELEVENTHLY AND TWELFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

" Full free right and liberty for the proprietor of the lot benefited to have have the wall, building, structures and appurtenances erected or to be erected on the lot benefited supported and upheld by the wall, building, structures and appurtenances erected or to be erected on the land shown on the plan herein as ' Easement for Support 0.3 Wide ' being part of the lot burdened to the extent that the said wall, building, structure and appurtenances contained or to be contained in the lot benefited derive support therefrom PROVIDED HOWEVER that the Easement for Support hereby created will not be extinguished without the prior consent of the registered proprietor of the lot benefited."

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE TERMS OF EASEMENT NINTHLY, TENTHLY, ELEVENTHLY AND TWELFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

The Dominant Tenement their heirs successors or assigns.

SIGNED by me DOMINIC SIDOTI as delegate of the New South Wales Land and Housing Corporation who hereby declares that he has no notice of the revocation of the delegation.

The New South Wales Land and Housing Corporation by its delegate:

..MICHAEL..ROBERT..OWENS.....
In the presence of:

M. Owens

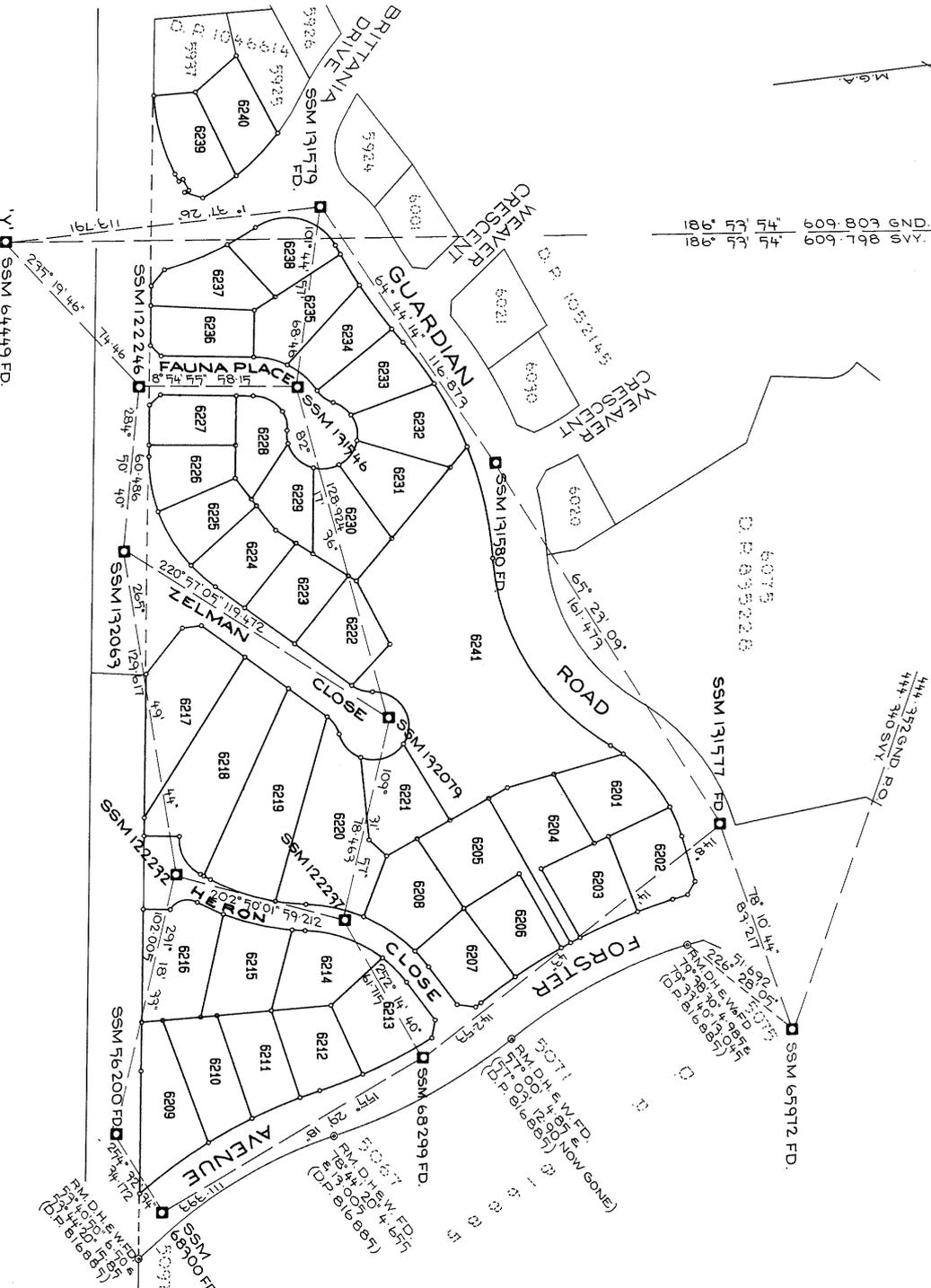
REGISTERED 12 19-1-1994

InfoTrack
 SIGNED AND SEALS ONLY:
 DESIGNED BY ME: **ELIZABETH BARRIS**
 DELEGATE OF THE NEW SOUTH
 WALES LAND AND HOUSING LAND
 CORPORATION, I HEREBY CERTIFY
 THAT I HAVE NO NOTICE OF THE
 REVOCATION OF SUCH
 DELEGATION
 WITNESSES
 DATE: 30 JANUARY 2004

Plan Drawing only to appear in this space

MARK	EASTING	NORTHING	CLASS	ZONE	ACCY	ORDER
SSM 9	353 079	484	B	5b	2	2
SSM 64449	353 006	251	B	5b	2	2
SSM 65972	353 343	384	B	5b	2	2

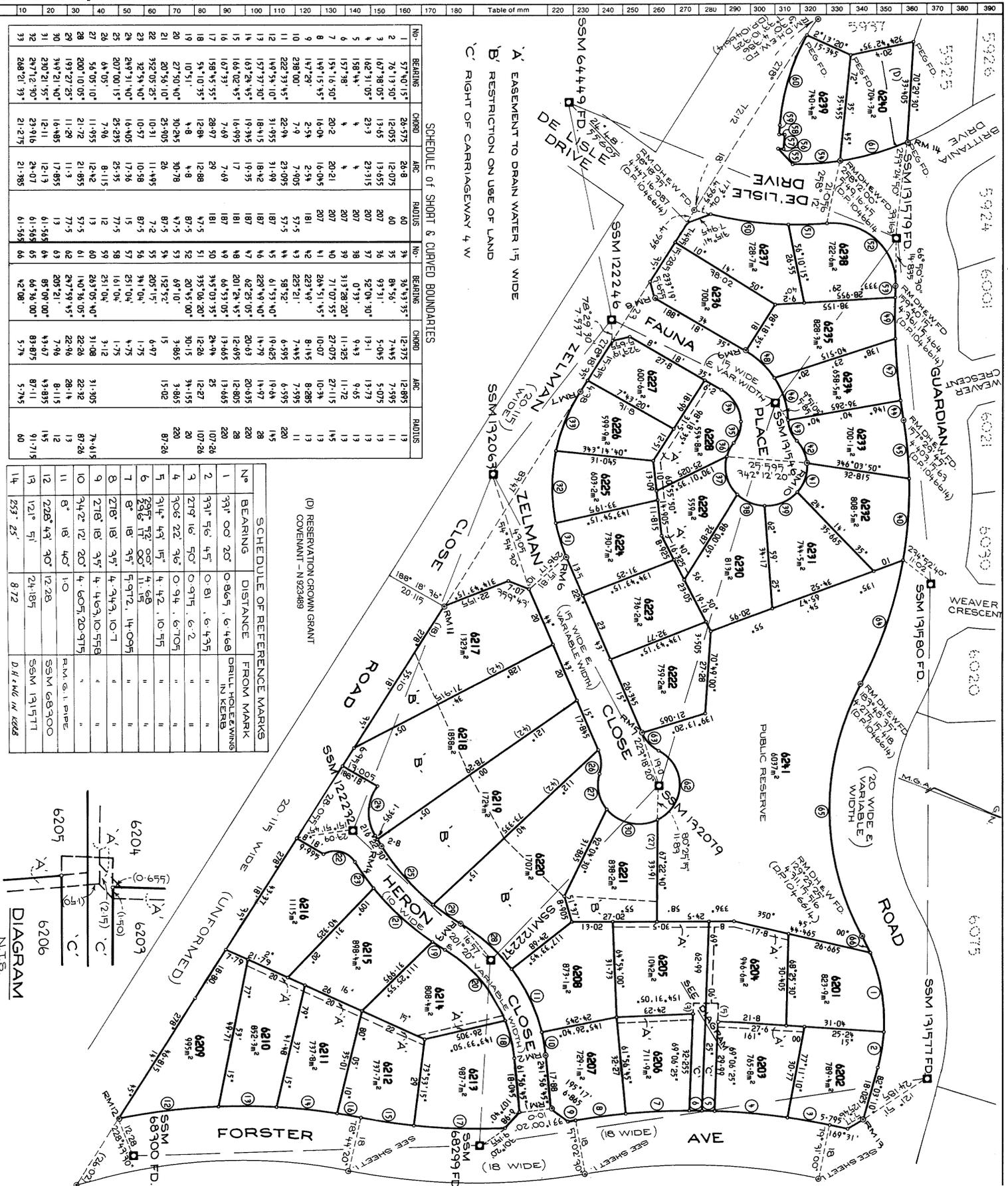
SOURCE: S.C.I.M.S. 10-11-2003
 COMBINED SCALE FACTOR 0.9999865



PLAN APPROVED Administration Office
 Crown Lands Office Approval
 Date of Endorsement: 29.1.2004
 Subdivision Certificate No: 7140
 Authorised Person/General Manager/Accounted Officer
 Consent Authority: MGENG SHIRE COUNCIL
 I certify that the provisions of a 198 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision of the land shown in this plan.

PLAN OF SUBDIVISION OF LOT 5947 IN DP 1046614
 L.G.A.: WYONG
 Locality: NORTH WYONG
 Parish: MUMMORAH
 County: NORTHUMBERLAND
 This is sheet 1 of my plan in 2 sheets.
 Surveyors (Practice) Regulation 2001
 I, ROBERT JOHN RANSON
 of 22/122 GOSFORD ROAD, GOSFORD, NSW 2250, being duly sworn, depose and say that the survey represented in this plan is accurate, has been made in accordance with the Surveyors (Practice) Regulation 2001 and has completed on 24.11.2003.
 The survey refers to:
 (1) the land shown in the plan; and
 (2) the land shown in the plan that is not a part of the survey.
 My name is not written on the plan.
 Signature: [Signature] Date: 24.11.2003
 I hereby request under the Surveyors Act 1999:
 that the plan be registered.
 Deponent Name: R. J. RANSON
 Type: Usual / Fellow
 Plans used in preparation of Survey/Compilation:
 D.P. 1046614
 D.P. 8168857
 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 conveniences PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:
 1) EASEMENT TO DRAIN WATER 1.5 WIDE (A.)
 2) RESTRICTION ON THE USE OF LAND (B')
 3) RESTRICTION ON THE USE OF LAND.
 4) RESTRICTION ON THE USE OF LAND.
 5) RIGHT OF CARRIAGEWAY 4 WIDE (C')

IT IS INTENDED TO DEDICATE HERON CLOSE, FAUNA PLACE AND ZELMAN CLOSE TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO DEDICATE LOT 6241 AS PUBLIC RESERVE



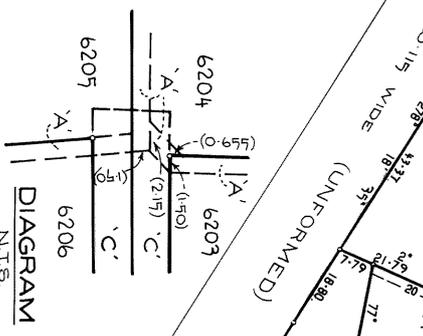
SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	57°40'15"	26.975	26.8	60	31	36°43'35"	12.975	12.895	13
2	78°13'50"	12.055	12.075	60	32	84°56'	7.995	7.985	13
3	142°38'05"	13.45	13.655	207	33	93°31'	5.045	5.075	13
4	142°31'05"	23.3	23.315	207	34	52°04'30"	13.1	13.1	13
5	158°44'	4	4	207	35	0°33'	9.43	9.45	13
6	157°38'	20.2	20.21	207	36	31°28'20"	11.265	11.22	13
7	157°16'50"	16.045	16.045	181	37	71°07'55"	27.075	27.115	13
8	149°15'45"	2.54	2.54	181	38	204°51'45"	10.34	10.34	13
9	147°29'	7.9	7.9	181	39	225°21'	8.145	8.285	13
10	228°00'	22.94	23.005	57.5	40	225°21'	7.445	7.595	11
11	222°33'45"	22.94	23.005	57.5	41	58°32'	6.595	6.595	220
12	149°54'10"	31.955	31.99	187	42	61°53'40"	19.425	19.425	145
13	157°37'30"	18.415	18.415	187	43	229°49'40"	14.79	14.97	28
14	103°24'45"	19.345	19.345	187	44	62°25'05"	20.63	20.63	220
15	166°02'45"	16.995	17	181	45	201°24'45"	12.805	12.805	28
16	167°33'	7.49	7.49	181	46	66°53'05"	13.665	13.665	220
17	158°45'35"	28.97	29	181	47	31°53'35"	24.94	25	220
18	157°10'35"	12.84	12.88	181	48	31°53'35"	24.94	25	220
19	107°51'	4.8	4.8	181	49	31°53'35"	24.94	25	220
20	227°50'40"	30.345	30.345	47.5	50	31°53'35"	24.94	25	220
21	20°58'10"	25.905	26	47.5	51	20°45'00"	30.15	30.15	20
22	352°05'25"	10.31	11.445	87.5	52	69°10'	3.865	3.865	220
23	32°54'40"	10.31	11.445	87.5	53	152°52'	15	15	87.26
24	249°31'40"	16.405	17.36	87.5	54	341°04'	6.97	6.97	74.415
25	207°00'15"	25.935	25.935	15	55	205°15'	1.75	1.75	220
26	48°05'	7.96	8.115	12	56	161°04'	4.75	4.75	220
27	54°05'10"	11.955	12.42	13	57	251°04'	3.12	3.12	220
28	200°10'05"	21.72	21.855	57.5	58	283°04'40"	31.08	31.08	220
29	193°27'25"	11.29	11.3	62	59	140°34'05"	22.32	22.32	87.26
30	344°21'40"	16.485	17.855	13	60	297°59'45"	22.32	22.32	87.26
31	240°21'55"	12.11	12.11	62	61	205°21'	7.46	7.46	220
32	247°12'30"	23.916	24.07	61.565	62	66°36'00"	43.875	43.875	145
33	248°21'31"	21.275	21.385	61.565	66	42°08'	87.115	87.115	145

(D) RESERVATION CROWN GRANT COVENANT - N923488

SCHEDULE OF REFERENCE MARKS

No	BEARING	DISTANCE	FROM MARK
1	331° 00' 20"	0.865	6.468
2	93° 56' 45"	0.81	6.435
3	279° 16' 50"	0.915	6.2
4	70° 6' 22"	0.94	6.705
5	314° 44' 15"	4.42	1.075
6	236° 57' 00"	4.68	"
7	236° 57' 00"	11.15	"
8	278° 18' 35"	5.972	14.095
9	278° 18' 35"	4.943	10.7
10	74° 2' 12"	4.605	20.975
11	8° 18' 40"	1.0	"
12	228° 43' 40"	12.28	"
13	121° 51'	24.185	"
14	253° 25'	8.72	"



Reduction Ratio: 800

Supervisor's Reference: 541177-62

Registered: DP1062286

This is sheet 2 of the plan in 2 sheets dated 24.11.2003

Surveyor registered under Surveyors Act 1979

This is sheet 2 of the plan in 2 sheets covered by subdivision certificate No. 7740 of 29.11.2004

Authorised Professional Manager/Registered Controller

Form used where paper is insufficient in any panel on Plan

**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

(Sheet 1 of 3 sheets)

Plan: Subdivision of Lot 5947 DP 1046614
 covered by Subdivision Certificate No. **7740**
 20.1.2004

**Full name and address of the
 owner of the land:** Landcom
 Riverbank Corporate Centre
 Level 2
 330 Church Street
 PARRAMATTA NSW 2150

DP1062286

Part 1 (Creation)

Number of Item shown in the intention panel on the plan	Identity of easement to be created and referred to in the plan	Lots Burdened	Lots Benefited
1	Easement to Drain Water 1.5 wide ('A')	Lot 6204 Lot 6205 Lot 6203 Lot 6206 Lot 6214 Lot 6212 Lot 6211 Lot 6210 Lot 6228 Lot 6229	Lots 6201, 6202, 6203, 6206, and 6207 Lots 6201, 6202, 6203, 6204, 6206, 6207 and 6208 Lot 6202 Lot 6207 Lots 6212, 6211, 6210 and 6209 Lots 6211, 6210 and 6209 Lots 6210 and 6209 Lot 6209 Lots 6229 and 6230 Lot 6230

Number of Item shown in the intention panel on the plan	Identity of restriction to be created and referred to in the plan	Lots Burdened	Authority Benefited
2	Restriction on the Use of Land	Lot 6217 to Lot 6221	Wyong Shire Council

.....
 For and on behalf of Wyong Shire Council 

**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

(Sheet 2 of 3 sheets)

Subdivision of Lot 5947 DP 1046614
covered by Subdivision Certificate No.

7740
29.1.2004

DP1062286

Part 1 (Creation) Continued

Number of Item shown in the intention panel on the plan	Identity of restriction to be created and referred to in the plan	Lots Burdened	Lots Benefited
3	Restriction on the Use of Land	Each and Every Lot of Lots 6201 to 6240	Each and Every Other Lot of Lots 6201 to 6240

Number of Item shown in the intention panel on the plan	Identity of restriction to be created and referred to in the plan	Lots Burdened	Authority Benefited
4	Restriction on the Use of Land	Lot 6232 to Lot 6235	Wyong Shire Council

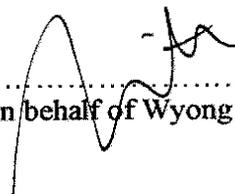
Number of Item shown in the intention panel on the plan	Identity of easement to be created and referred to in the plan	Lots Burdened	Lots Benefited
5	Right of Carriageway 4 wide ('C')	Lot 6204 Lot 6205	Lot 6205 Lot 6204

Part 2 (Terms)

1. Terms of Restriction on the Use of Land secondly referred to in the plan:

No building structures are to be located in the area marked 'B' on the lots so burdened, and no vegetation shall be removed from the area marked 'B'. No fencing fronting Heron Close shall be permitted unless it is of a uniform material and design. Vehicular access to Heron Close is denied.

.....
For and on behalf of Wyong Shire Council



**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

(Sheet 3 of 3 sheets)

Subdivision of Lot 5947 DP 1046614
covered by Subdivision Certificate No. 7740
29.1.2004

DP1062286

Part 2 (Terms) Continued

2. Terms of Restriction on the Use of Land thirdly referred to in the plan:

- (a) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landcom without the consent of Landcom or its successors other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to Landcom or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser, his executors and administrators and assigns on and during the ownership of the said adjoining lands by Landcom or its successors other than purchasers on sale.
- (b) No advertisement, hoarding sign or matter shall be displayed or erected on each lot burdened, other than a sign advertising that the said lot is for sale, without the prior written consent of Landcom or its successors.

3. Terms of Restriction on the use of Land fourthly referred to in the plan:

Vehicle access from the lots so burdened to Guardian Road is denied.

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE EASEMENT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS WYONG SHIRE COUNCIL.

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE RESTRICTION THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS LANDCOM.

.....
For and on behalf of Wyong Shire Council

SIGNED BY ELIZABETH BAIRD
AS A DELEGATE OF LANDCOM
WHO HAS NO NOTICE OF REVOCATION

)
)
)
N. CONDITSIS
WITNESS

DEVELOPMENT
MANAGER
URBAN RENEWAL
- CENTRAL COAST
LANDCOM

REGISTERED 9-2-2004



InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

SECTION 10.7(2) AND (5) PLANNING CERTIFICATE

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

Fee paid: \$168.00

Receipt No:

Receipt Date: 21 May 2024

Property Address: 12 Zelman Close, WATANOBBI NSW 2259

Property Description: Lot 2240 DP 1203524

Property Owner: Mr A S Clay and Mrs C Clay

Certificate No: 74484

Reference No: 240794:279421

Date of issue: 21-May-2024

The information contained within this certificate relates to the land.



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

Gosford Office: 91-99 Mann Street, Gosford

P 02 4306 7900 | **E** ask@centralcoast.nsw.gov.au | **W** centralcoast.nsw.gov.au | ABN 73 149 644 003

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

1	NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS
----------	---

(1) Environmental Planning Instruments and Development Control Plans that applies to the carrying out of development on the land

Central Coast Local Environmental Plan 2022

Central Coast Development Control Plan 2022

State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

(2) Proposed Environmental Planning Instruments and Draft Development Control Plans 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

Proposed State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
Proposed Standard Instrument (Local Environmental Plans) Order 2006
Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021
Proposed State Environmental Planning Policy (Housing) 2021
Proposed State Environmental Planning Policy (Planning Systems) 2021

2	ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS
----------	--

(a) Identity of the Zone

Lot 2240 DP 1203524
R1 General Residential

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

- (i) development that may be carried out within the zone without the need for development consent,
- (ii) development which may not be carried out within the zone except with development consent and
- (iii) development which is prohibited within the zone.

(c) Whether additional permitted uses apply to the land

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

(d) 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 fixed minimum land dimensions

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

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

No

(f) Whether the land is in a conservation area, however described

No

(g) Whether an item of environmental heritage, however described, is located on the land

None

3	CONTRIBUTION PLANS
----------	---------------------------

The subject land is within Central Coast to which the *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023* applies.

This land is subject to the Central Coast Section 7.12 Local Infrastructure Contribution Plan 2023

The land is subject to Wyong District Development Contributions Plan.

4	COMPLYING DEVELOPMENT
----------	------------------------------

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

HOUSING CODE

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

RURAL HOUSING CODE

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

LOW RISE HOUSING DIVERSITY CODE

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

GREENFIELD HOUSING CODE

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

HOUSING ALTERATIONS CODE

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

GENERAL DEVELOPMENT CODE

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

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

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

INDUSTRIAL AND BUSINESS BUILDINGS CODE

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

CONTAINER RECYCLING FACILITIES CODE

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

SUBDIVISIONS CODE

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

DEMOLITION CODE

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

FIRE SAFETY CODE

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

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

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

5	EXEMPT DEVELOPMENT
----------	---------------------------

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

GENERAL EXEMPT DEVELOPMENT CODE

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

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

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

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

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

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

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

No

1(b) Is there any building product rectification order of which the council is aware that is in

force in respect of the land and has not been fully complied with?

No

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

No

In this section—

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

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

7	LAND RESERVED FOR ACQUISITION
----------	--------------------------------------

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

Nil

8	ROAD WIDENING AND ROAD ALIGNMENT
----------	---

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

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

(b) ENVIRONMENTAL PLANNING INSTRUMENT

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

(c) COUNCIL RESOLUTIONS

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

9	FLOOD RELATED DEVELOPMENT CONTROLS
----------	---

(1) The land or part of the land **is not** within the flood planning area and **is not** subject to flood related development controls.

(2) The land or part of the land **is not** between the flood planning area and the probable maximum flood and **is not** subject to flood related development controls.

(3) In this section—

flood planning area has the same meaning as in the Floodplain Development

Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

10

COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

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

The land is classed as being Acid Sulfate Soil Class 5

In this section—

adopted policy means a policy adopted—

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

11

BUSH FIRE PRONE LAND

The information currently available to Council indicates that this land **is not** bush fire prone land (as defined in the Act).

12

LOOSE-FILL ASBESTOS INSULATION

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

13

MINE SUBSIDENCE

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

14

PAPER SUBDIVISION INFORMATION

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

Nil

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

Not applicable

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

15	PROPERTY VEGETATION PLANS
-----------	----------------------------------

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

16	BIODIVERSITY STEWARDSHIP SITES
-----------	---------------------------------------

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

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

17	BIODIVERSITY CERTIFIED LAND
-----------	------------------------------------

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

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

18	ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006
-----------	--

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

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

19	ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS
-----------	--

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

In this section—

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

Note—

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

20	WESTERN SYDNEY AEROTROPOLIS
-----------	------------------------------------

Not applicable to Central Coast Local Government Area

21	DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING
-----------	---

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

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

22	SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING
-----------	---

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

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

23	WATER OR SEWERAGE SERVICES
-----------	-----------------------------------

Water or sewerage services provided to the land are not under the *Water Industry Competition Act 2006*.

Note—

A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and

licences necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

NOTE

CONTAMINATED LAND MANAGEMENT ACT 1997

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

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

No

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

No

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

No

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

No

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

No

**ADVICE PROVIDED PURSUANT TO S.10.7(5) OF THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT 1979**

NOTE: SECTION 10.7(6) OF THE ACT STATES THAT A COUNCIL SHALL NOT INCUR ANY LIABILITY IN RESPECT OF ANY ADVICE PROVIDED IN GOOD FAITH PURSUANT TO SUBSECTION (5).

For any enquiries regarding this Certificate, please contact Council's Customer Contact Centre on 02 4306 7900.

A handwritten signature in black ink, appearing to be 'TE' with a long diagonal stroke above it.

Tim Ennis
Signed on Behalf of Central Coast Council

LAND USE TABLE

Zone R1 General Residential Central Coast Local Environmental Plan 2022

1 Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To promote best practice in the design of multi dwelling housing and other similar types of development.
- To ensure that non-residential uses do not adversely affect residential amenity or place unreasonable demands on services.

2 Permitted without consent

Home occupations; Recreation areas

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Boat sheds; Car parks; Caravan parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Hostels; Hotel or motel accommodation; Information and education facilities; Jetties; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Serviced apartments; Sewage reticulation systems; Shop top housing; Signage; Tank-based aquaculture; Water recycling facilities; Water reticulation systems; Water storage facilities

4 Prohibited

Any development not specified in item 2 or 3



ABN 73 149 644 003

Your Ref: 240794:279420

21 May 2024

InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Dear Sir/Madam

12 Zelman Close, WATANOBBI NSW 2259
Lot 2240 DP 1203524

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

Please find attached a sewer connection plan for the property known as Lot 2240 DP 1203524 12 Zelman Close, Watanobbi.

It is noted that the attached plan provides details for the property known as Lots 6224 A&B DP 1062286, Zelman Close, Watanobbi as this is what the property was previously known as.

Should you require any further information regarding this matter, please contact Central Coast Council's Customer Services Section on 02 4306 7900.

Yours faithfully

A handwritten signature in black ink, appearing to be "M Walsh", with a horizontal line extending to the right.

M Walsh
Signed on Behalf of Central Coast Council

Attachment:



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

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

E ask@centralcoast.nsw.gov.au | **W** www.centralcoast.nsw.gov.au | ABN 73 149 644 003



ABN 73 149 644 003
21 May 2024

InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Dear Sir/Madam

Property: Lot 2240 DP 1203524
12 Zelman Close, WATANOBBI NSW 2259
Your Reference: 240794:279419

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

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

If you have any further enquiries regarding this diagram, please contact Central Coast Council's Customer Contact on 02 4306 7900.

Yours faithfully

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

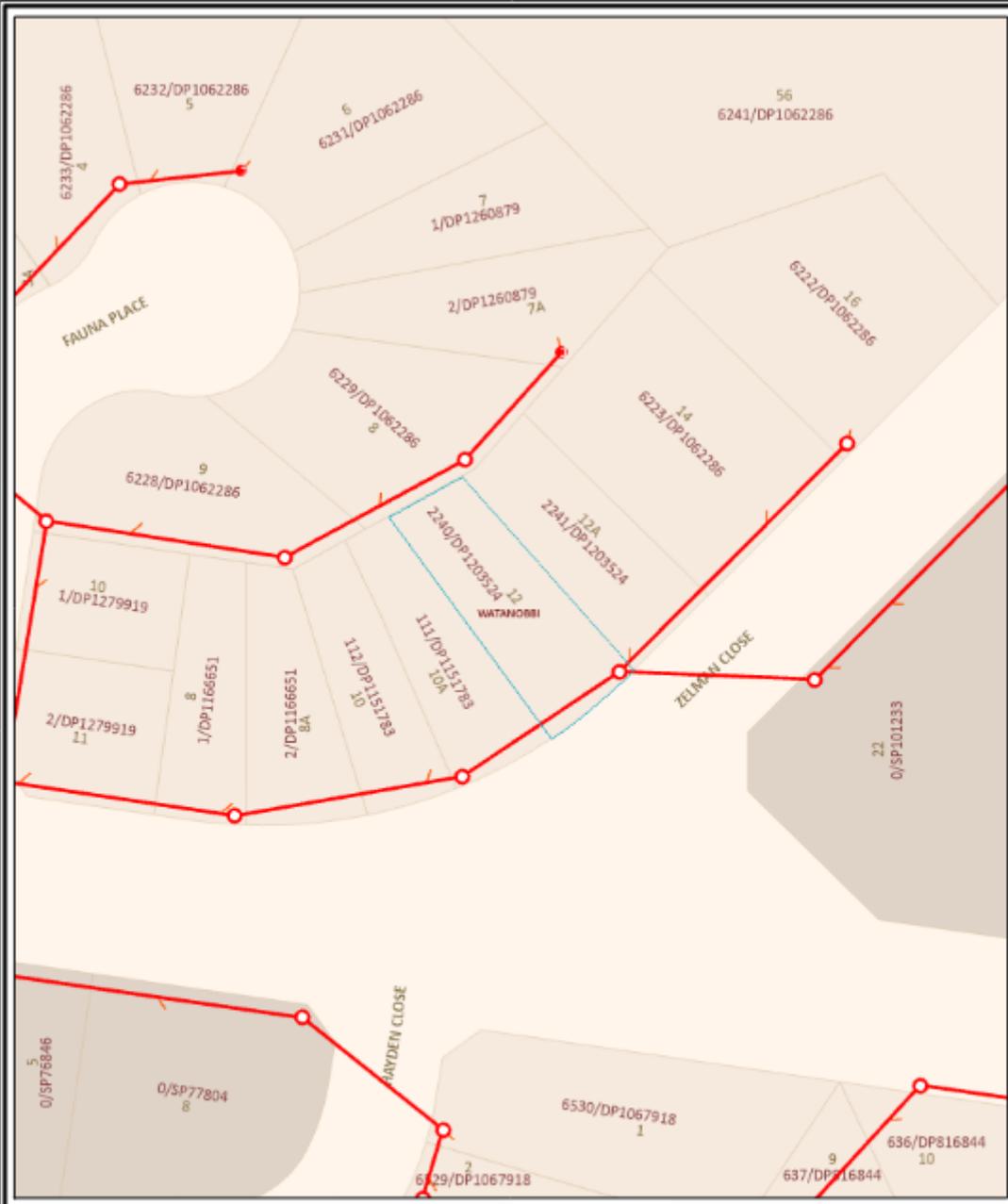
M Walsh
Signed on Behalf of Central Coast Council

Attach



Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259 | **P:** 02 4306 7900
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Warning Note for Underground Plant Locations

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

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



**Central Coast Council
Sewer Mains Diagram**
Not to Scale

Issue Date: 21/05/2024

Legend

- Access Chamber
- Dead End
- ⚡ Lamphole
- Sewer Manhole
- ⊕ Vacuum Pot
- ✕ Valve
- ⊠ Private Pump Station
- ⊞ Pump Station
- ⊞ Treatment Plant
- Reticulation Main
- Trunk Main
- Reticulation Main (Asbestos)
- Effluent Main
- Private Rising Main
- Rising Main
- Vacuum Main
- Rising Main (Asbestos)
- ⊞ Sewer Encasement
- Abandoned Main
- Main Not In Use
- Applicant's Land