

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Capital One Real Estate 1/86 Wallarah Road, Gorokan NSW 2263	Phone: 4392 8828 Ref: Darren Smith

co-agent

vendor

vendor's solicitor	Experts in Conveyancing 208/12 Pioneer Avenue, Tuggerah NSW 2259 PO Box 3572, Wamberal NSW 2260 Email: carly@expertsinconveyancing.com.au	Phone: 02 4313 1918 Ref: CF:2562
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date for completion **Refer to special condition 16 b) (clause 15)**

land (address, plan details and title reference) **Proposed Lot 1/6 Lyle Street, Lake Haven NSW 2263**
Proposed Lot 1 in an unregistered plan of subdivision of Lot 313 in Deposited Plan 811109
Folio Identifier 313/811109

VACANT POSSESSION subject to existing tenancies

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

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

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.				
inclusions	<input checked="" type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input checked="" type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input 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</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>	<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>

Choices

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

Nominated Electronic Lodgement Network (ELN) (clause 4): PEXA

Manual transaction (clause 30) NO yes

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

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

Land tax is adjustable NO yes

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

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

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

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

Purchaser must make an *GSTRW payment* (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: FM Ellis and DN Smith

Supplier's ABN: 16324370105

Supplier's GST branch number (if applicable):

Supplier's business address: PO Box 6169, Gorokan NSW 2263

Supplier's representative: Oracle Advisory Group / Suppliers contact phone number: 02 4396 4322

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

Supplier's name: Macquarie Richmond Superannuation Fund

Supplier's ABN: 38400190296

Supplier's GST branch number (if applicable):

Supplier's business address: PO Box 6169, Gorokan NSW 2263

Supplier's representative: Oracle Advisory Group / Suppliers contact phone number: 02 4396 4322

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 type="checkbox"/> 33 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 34 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 35 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 36 strata development contract or statement
<input type="checkbox"/> 5 document to be lodged with a relevant plan	<input type="checkbox"/> 37 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 38 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 41 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 42 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 43 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 44 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 45 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 46 plan creating precinct property
<input type="checkbox"/> 15 occupation certificate	<input type="checkbox"/> 47 precinct development contract
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 48 precinct management statement
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 49 property certificate for community property
<input type="checkbox"/> 18 licence benefiting the land	<input type="checkbox"/> 50 plan creating community property
<input type="checkbox"/> 19 old system document	<input type="checkbox"/> 51 community development contract
<input type="checkbox"/> 20 Crown purchase statement of account	<input type="checkbox"/> 52 community management statement
<input type="checkbox"/> 21 building management statement	<input type="checkbox"/> 53 document disclosing a change of by-laws
<input type="checkbox"/> 22 form of requisitions	<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 <i>clearance certificate</i>	<input type="checkbox"/> 55 document disclosing a change in boundaries
<input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015
Home Building Act 1989	<input checked="" type="checkbox"/> 57 information certificate under Community Land Management Act 2021
<input checked="" type="checkbox"/> 25 insurance certificate	<input checked="" type="checkbox"/> 58 disclosure statement - off-the-plan contract
<input type="checkbox"/> 26 brochure or warning	<input checked="" type="checkbox"/> 59 other document relevant to off-the-plan contract
<input type="checkbox"/> 27 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	<input type="checkbox"/> 60
<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 served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • 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 by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 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.

6 LYLE STREET, LAKE HAVEN NSW 2263

SPECIAL CONDITIONS

BETWEEN: Macquarie Richmond Pty Limited, Darren Noel Smith & Fiona Maree Ellis

AS VENDOR

AND:

AS PURCHASER

PROPERTY: Proposed Lot 1, 6 Lyle Street, Lake Haven NSW 2263

1. The Purchaser warrants that they were not introduced to the Vendor or the property by any Real Estate Agent other than the Real Estate Agent, if any, noted on the front page of the contract. The Purchaser agrees to indemnify the Vendor against any claim for commission, including costs of defending any such claim, which may arise as a result of the Purchaser's breach of this warranty. This warranty and indemnity will not merge on completion.
2. In the event that the Purchaser does not complete this Contract on or prior to the completion date and provided the Vendor is ready and willing to complete, the Purchaser shall pay interest to the Vendor on completion, calculated on the balance of the purchase price at a rate of 10% per annum from the completion date on the front page of the Contract until completion takes place. It is agreed that the rate is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.
3. The parties agree that 14 days shall be reasonable notice for the purpose of any notice served by either party, including a notice to complete, making time of the essence. If the Vendor serves a notice to complete on the Purchaser, the Purchaser shall make allowance of \$150 to the Vendor, payment of which is an essential term of this Contract.
4. The property together with its improvements thereon is sold in its present state of condition and repair and the Purchaser acknowledges that they shall not call upon the Vendor to carry out any repairs to the property including furnishings and chattels after the date hereof. The Purchaser acknowledges that they enter into this agreement not relying on any warranties or representations made by or on behalf of the Vendor that are not contained in the Contract.
5. If the Purchaser or Vendor or any one or more of them shall:
 - 5.1 die;
 - 5.2 become mentally incapacitated; or
 - 5.3 assign their estate for the benefit of creditors, or being a company, go into liquidation;prior to completion of this Contract, then either party may by notice in writing to the other party's Licensed Conveyancer or Solicitor rescind this Contract whereupon the provisions of this Contract as to rescission will apply.
6. The purchaser agrees that the only form of general Requisitions on the title the purchaser may make pursuant to Clause 5 of the contract shall be in the form annexed to this contract.

7. Despite any other provision in this Contract, the deposit herein will be 10% of the contract price. However, if the parties agree to payment of the deposit by instalments, they are to be paid as follows:
 - (i) 0.25% of the purchase price as at the date of this contract;
 - (ii) the balance of 5% of the deposit at the expiration of the cooling off period.
 - (iii) Despite any other provision in this Contract the deposit herein will be 10% of the Contract price. Should the vendor elect to accept a lesser sum as at the date of exchange of contracts then the same shall be deemed to be an initial deposit only and the balance of the 10% of that deposit will be payable upon completion PROVIDED THAT no default on the part of the purchaser occurs in respect of any condition or obligation of the purchaser pursuant to this agreement.
 - (iv) Should the purchaser default prior to completion then notwithstanding any other right or remedy which the vendor may have the balance of the said deposit shall be then payable forthwith.

9. The Purchaser acknowledges that the provisions of this Contract constitute the full and complete agreement between the parties. The Purchaser further acknowledges that they enter into this agreement not relying upon any warranties or representations made to them by or on behalf of the Vendor that are not contained in the Contract.

10. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the parties at Law or in Equity had this Special Condition not been included herein, should either party, prior to completion, being either the purchaser or Vendor or any one or more of them shall:-
 - a. die; or
 - b. become mentally incapacitatedthen either party may, by notice in writing to the other parties Licensed Conveyancer or Solicitor, rescind this Contract whereupon the provisions of Clause 19 hereof shall apply.

11. Should the purchaser be declared a bankrupt, assign their estate for the benefit of creditors, or, being a company, go into liquidation or enter into a creditors petition, then the purchaser shall be deemed to be in default herein and the provisions of clause 9 shall apply.

14. The Purchasers shall not be entitled to make any objection, requisition or claim for compensation or to rescind or terminate this Contract:
 - (a) If it should be found that the existing fences or any of them, or any parts thereof are off correct boundaries;
 - (b) In relation to any telephone or electricity lines whether the property of Telstra, Country Energy or any other Public Authority or third party or any posts, fittings or fixtures therefore erected on or passing over or through the property or to any easements in respect thereof or the absence of any such easements;

- (c) In relation to access to the subject land the Purchasers hereby warrant that they have satisfied themselves in this regard; and
- (d) If there are any encroachments by or upon the subject land.
- (e) After they have taken possession in accordance with the provisions of printed clause 18 of the Contract.

15.1 Delete Clause 7.1.1.

15.2 Clause 10.2 is amended by adding the words "or delay completion" after the word rescind.

15.3 Clause 28 is deleted.

15.4 Clause 29 is deleted.

16. (a) This contract is subject to and conditional upon the Vendors arranging at their own expense for the approval by Central Coast Council of the Plan of Subdivision annexed hereto and marked with the letter "A" and for the registration of the Plan by the Land Registry Services within 12 months of the date hereof. Should the Plan of Subdivision not be approved or registered within the time specified or any extension thereof agreed between the parties then either party shall be entitled to rescind this Contract and in that event the provisions of Clause 19 hereof shall apply.

(b) Completion of this Contract shall take place on the date that is the later of:

(i) 42 days from the date of this Contract;

(ii) 21 days from the date on which the vendors or their Conveyancers in writing notify the Purchaser or their Conveyancers that the said plan has been registered as a deposited plan with Land Registry Services and time is of the essence in this regard;

(iii) 21 days from the date an Occupation Certificate is served on the purchaser by the vendor or their conveyancer.

17. Notwithstanding anything herein contained, all measurements and lot numbers on the plan annexed hereto and marked with the letter "A" are provisional only and are subject to alteration upon completion of final survey and registration of the relevant plan of subdivision as a Deposited Plan by the Registrar General. The Vendor will use its best endeavors to have the plan annexed hereto registered as a Deposited Plan but the Purchaser shall not be entitled to rescind or terminate as Agreement if there are minor differences between the plan annexed hereto and the plan which is in due course registered by the Registered General. Any change in the lot numbers shall be considered a minor difference. For the purposes of this Special Condition the words "minor alteration" shall mean any alteration to the subject property such that the total area is not decreased by 5% or more, or if any of the external dimensions are decreased by not more than 5%. The Vendor does reserve the right to make alterations in the plan which are required to have it accepted for registration by the Registrar General. If the lot the subject of this Agreement for Sale is on the final registered plan and is substantially altered, than either party shall have the right within fourteen (14) days after receipt of written notification that the plan of subdivision has been registered to serve a written notice of rescission of this Agreement on the other party and on service of that notice this Agreement for Sale shall be at an end and the provision of Clause 19 hereof shall take effect.

18. In the event of the Purchaser being a company or corporation then the persons (being directors and substantial shareholders of the Purchaser) whose signatures appear on this Contract on behalf of the Purchaser (the details of whose full names and addresses will be shown on the Contract) hereby guarantee, and if more than one jointly and severally, the performance of the covenants and provision herein by the Purchaser. The liability of the guarantor/s shall not be affected or discharged by the granting to the Purchaser or any other person, company or corporation of any time or other indulgence or consideration or by any variation of this Contract as between the Vendor and Purchaser or any other person, company or corporation or by any act, forbearance, neglect or default on the part of the Vendor whereby the liability would but for this provision have been effected or discharged it being intended that the obligations and liabilities of the guarantor/s hereunder shall be absolute and unconditional in any and all circumstances. This guarantee shall be continuing and shall not be prejudiced or impaired by the liquidation or winding up on the Purchaser.
19. If, at completion, separate assessments for rates have not issued in respect of the lot hereby agreed to be sold (herein referred to as "the subject lot"), for the purpose of Clause 14, adjustments will be made on the basis that:-
- (i) Council rates are \$2,000.00 per annum and are paid for the year current at the date of completion.
 - (ii) Water rates are \$280.00 per quarter paid for the quarter current at the date of completion.

The Vendor will pay the Council and Water rates relating to the subject lot promptly upon assessment. Neither party shall object or require further rate adjustments should the separate assessment for the subject lot subsequently issue for an amount different from that referred to above. The provisions of this Clause shall not merge upon completion.

The Vendor and Purchaser further agree that the Vendor shall not be required to discharge any mortgage over the subject Lot prior to completion, and the Purchaser shall not be entitled to delay the completion because of any unassessed charge for Land Tax in respect to the subject lot and the Purchaser shall accept on completion the Vendor's undertaking to pay any amount of such charge forthwith upon the Vendor receiving the applicable Notice of Assessment.

20. The Purchaser will make no objection, requisition or claim for compensation should any easement, restriction on use or covenants be created upon registration of the Deposited Plan affecting the subject land and not disclosed in this Contract provided however that, in the event of such easement, restrictions on use or covenant substantially affecting the use and enjoyment of the subject land then the Purchaser may rescind the Contract and provisions of Clause 19 shall apply.
21. Annexed hereto and marked with the Letter "B" is a proposed Section 88B Instrument setting out the proposed Easements and Restrictions on the Use of Land which the Vendor intends shall affect the lots in the subdivision from the time of registration of the said plan. By their execution of the Contract the purchaser shall be deemed to have acknowledged:-
- a) That they have read such Annexure "B.;"
 - b) That they will raise no objection, requisition and make no claim in respect of such instrument; and
 - c) That they will accept title to the land hereby sold subject to such Easements and restrictions and any additional easements/restrictions provided such additional restrictions do not detrimentally affect the land hereby sold.

22.

The vendors disclose and the purchaser acknowledges that the vendors herein is employed by the agent noted on the front page of the contract. The purchaser warrants that they shall not raise any objection, requisition, claim for compensation or rescind this Agreement as a result of this acknowledgement or any matter arising from this acknowledgement.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

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

Affectations

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

Capacity

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

Requisitions and transfer

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

Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	
PROPERTY	

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	No Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	No Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	No Yes If Yes, please specify scheme type:

DETAILS					
Completion			Refer to clause(s):		
Is there a sunset date?	No Yes	Can this date be extended?	No Yes	Refer to clause(s):	
Does the purchaser pay anything more if they do not complete on time?	No Yes	Provide details, including relevant clause(s) of contract:			
Has development approval been obtained?	No Yes	Development Approval No:			
Has a principal certifying authority been appointed?	No Yes	Provide details:			
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	No Yes	Provide details, including relevant clause(s) of contract:			

ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)	
The following prescribed documents are included in this disclosure statement (select all that apply).	
draft plan s88B instrument proposed to be lodged with draft plan proposed schedule of finishes draft strata by-laws draft strata development contract	draft community/precinct/neighbourhood/management statement draft community/precinct/neighbourhood/development contract draft strata management statement draft building management statement

PLAN FORM 6 (2020)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 sheet(s)
<p align="center">Office Use Only</p> <p>Registered:</p> <p align="center" style="font-size: 2em; color: red;">DRAFT</p> <p>Title System:</p>	<p align="center">Office Use Only</p>	
<p>PLAN OF SUBDIVISION OF LOT 313</p> <p>IN D.P. 811109</p>	<p>LGA: CENTRAL COAST</p> <p>Locality: LAKE HAVEN</p> <p>Parish: MUNMORAH</p> <p>County: NORTHUMBERLAND</p>	
<p align="center">Survey Certificate</p> <p>I, MATTHEW R. SMITH</p> <p>of EVERITT & EVERITT CONSULTING SURVEYORS</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on _____, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding ** all of Lot 1 and part of Lot 2) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on _____, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: "X" – "Y"</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level Undulating / *Steep Mountainous.</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: 201</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.</p> <p>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p align="center">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	
<p>Plans used in the preparation of survey/compilation.</p> <p>DP 811109</p> <p>DP 858074</p>	<p align="center">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p>	
<p>Surveyor's Reference: 19518DP</p>	<p align="center">Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p align="center">Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

Office Use Only

Office Use Only

DRAFT

Registered:

**PLAN OF SUBDIVISION OF LOT 313
IN D.P. 811109**

Subdivision Certificate number:

Date of Endorsement:

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

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

Pursuant to Section 88B of the Conveyancing Act 1919, as amended, it is intended to create:

1. Right of Carriageway Variable Width (A)
2. Easement for Electricity Purposes 1.5 Wide

Note: Easements are subject to final survey

Owner's Consent

.....
Darren Noel Smith

.....
Fiona Maree Ellis

Street Addresses

Lot 1: Lyle Street Lake Haven NSW 2259

Lot 2: Lyle Street Lake Haven NSW 2259

If space is insufficient use additional annexure sheet

Surveyor's Reference: 19518DP

DRAFT

Ref: 19518.88B

Instrument setting out Terms of Easements intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

(Sheet 1 of 3)

Plan:

Plan of Subdivision of Lot 313
in D.P. 811109 covered by
Subdivision Certificate No:

**Full name and address
of the owner of the land:**

Darren Noel Smith
Fiona Maree Ellis
1 Macquarie Street Norah Head NSW 2263

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Right of Carriageway Variable Width (A)	1 2	2 1
2.	Easement for Electricity Purposes 1.5 Wide (B)	2	1

Note: Easements are subject to final survey

.....
Sighted by Central Coast Council
Authorised Person

DRAFT

Ref: 19518.88B

Instrument setting out Terms of Easements intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

(Sheet 2 of 3)

Plan:

Plan of Subdivision of Lot 313
in D.P. 811109 covered by
Subdivision Certificate No:

Owner's Consent

.....
Darren Noel Smith

.....
Fiona Maree Ellis

DRAFT

Ref: 19518.88B

Instrument setting out Terms of Easements intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

(Sheet 3 of 3)

Plan: Plan of Subdivision of Lot 313
in D.P. 811109 covered by
Subdivision Certificate No:

Central Coast Council by its authorised delegate pursuant to s.377 Local Government Act 1993.

Signature of delegate:

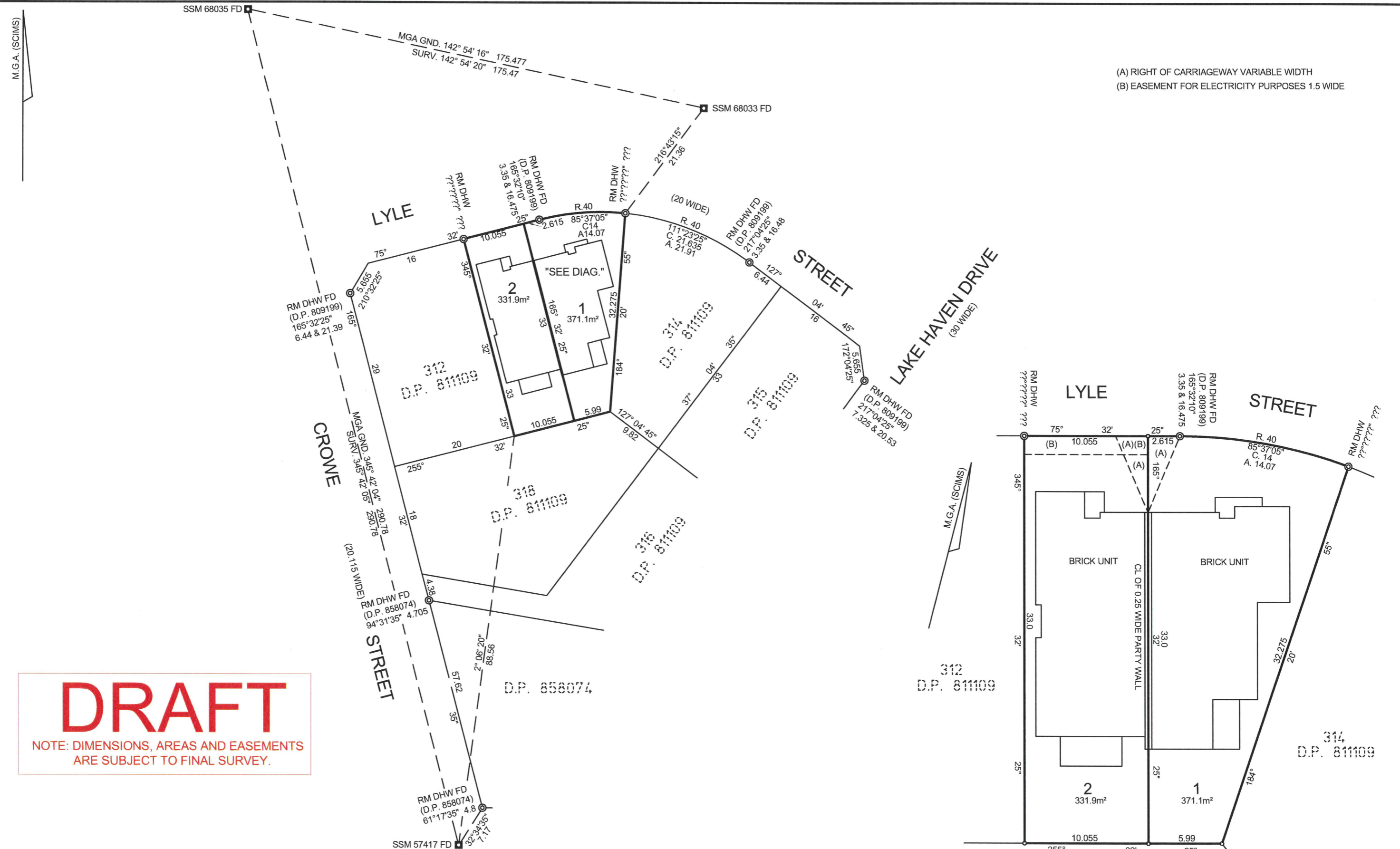
Name of delegate:

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

Signature of Witness:

Name of Witness:

Address of Witness:



(A) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
 (B) EASEMENT FOR ELECTRICITY PURPOSES 1.5 WIDE

DRAFT
 NOTE: DIMENSIONS, AREAS AND EASEMENTS
 ARE SUBJECT TO FINAL SURVEY.

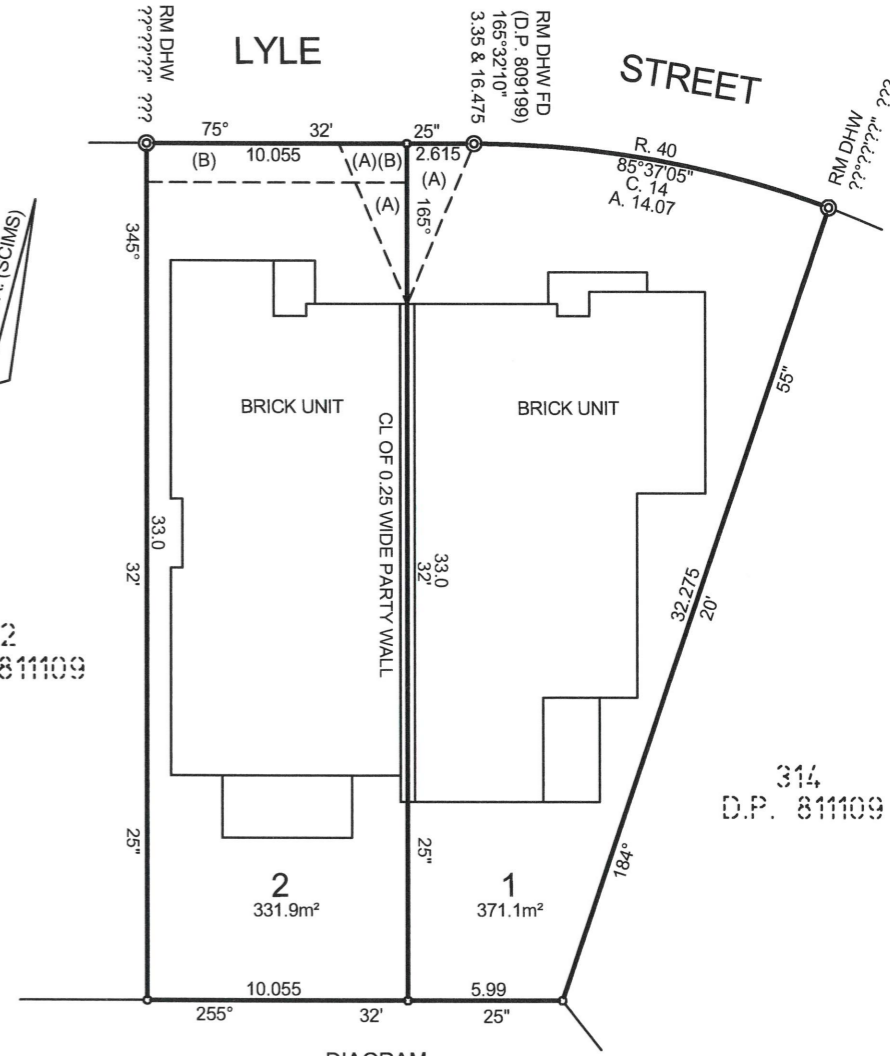


DIAGRAM
 SCALE 1:200

COORDINATE SCHEDULE

MARK	M.G.A. EASTING	M.G.A. NORTHING	CLASS	PU	METHOD	ORIGIN
SSM 38033	359896.698	6320180.107	C	-	SCIMS	FOUND
SS M 68035	359790.878	6320320.049	C	-	SCIMS	FOUND
SSM 57417	359862.683	6320038.325	C	-	SCIMS	FOUND

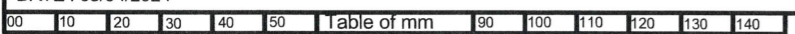
COMBINED SEA AND SCALE FACTOR : 0.999831
 SOURCE : NSW SPATIAL SERVICES - SCIMS
 DATE : 03/04/2024
 ZONE 56
 GDA 2020

Surveyor: Matthew R. Smith
 Date of Survey:
 Surveyor's Ref.: 19518DP

PLAN OF SUBDIVISION OF
 LOT 313 IN D.P. 811109

L.G.A.: CENTRAL COAST
 LOCALITY: LAKE HAVEN
 SUBDIVISION No:
 Lengths are in metres. Reduction Ratio 1:400

Registered



PROJECT:
Proposed Dual Occupancy
& Two Lot Subdivision


SITE:
Lot 313 DP 811109
6 Lyle Street,
LAKE HAVEN

CLIENT:
Smith, Ellis & Macquarie Richmond
Superannuation Fund Pty Ltd

JOB NUMBER:
2201



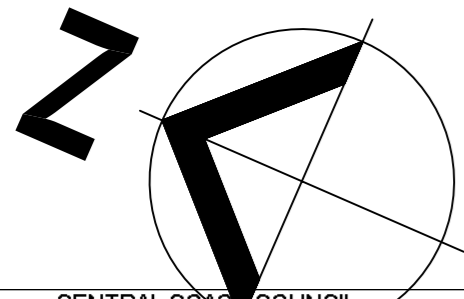
CENTRAL COAST COUNCIL
APPROVED DEVELOPMENT PLAN
Development Application No: DA/1488/2022
Dated: 8th October 2022


Jenny Tattam
Development Planner
DEVELOPMENT ASSESSMENT



96 Dudley Street, Gorokan
Phone: (02) 43925353
www.jmconstructions.com.au

DEVELOPMENT APPLICATION		ISSUED SEPT 2022
SHEET No.	DRAWING TITLE	REV
	Cover Page	
Page 1	Site Plan	A
Page 2	Stormwater Plan	A
Page 3	Subdivision Plan	A
Page 4	Landscape Plan	A
Page 5	Floor Plans	-
Page 6	Elevations	-
Page 7	Section, Site Analysis & BASIX Information	-



CENTRAL COAST COUNCIL
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 Development Application No: DA/1488/2022
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Jenny Tattam

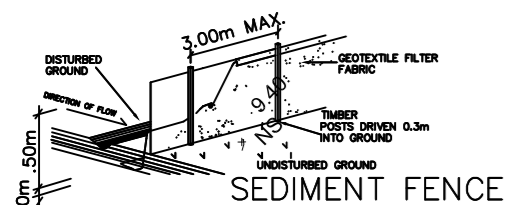
Jenny Tattam
 Development Planner
 DEVELOPMENT ASSESSMENT

Legend:

- PROPOSED RESIDENCE
- SEDIMENT CONTROL TRENCH & FENCE
- DROP EDGE BEAM

SITE CALCULATIONS

Area of site	703.00m ²
Zone	R1 - General Residential
Area of unit 1	189.27m ²
Area of unit 2	186.57m ²
Total area of units	375.84m ²
Site Coverage	54.46%
Floor space ratio	0.41:1

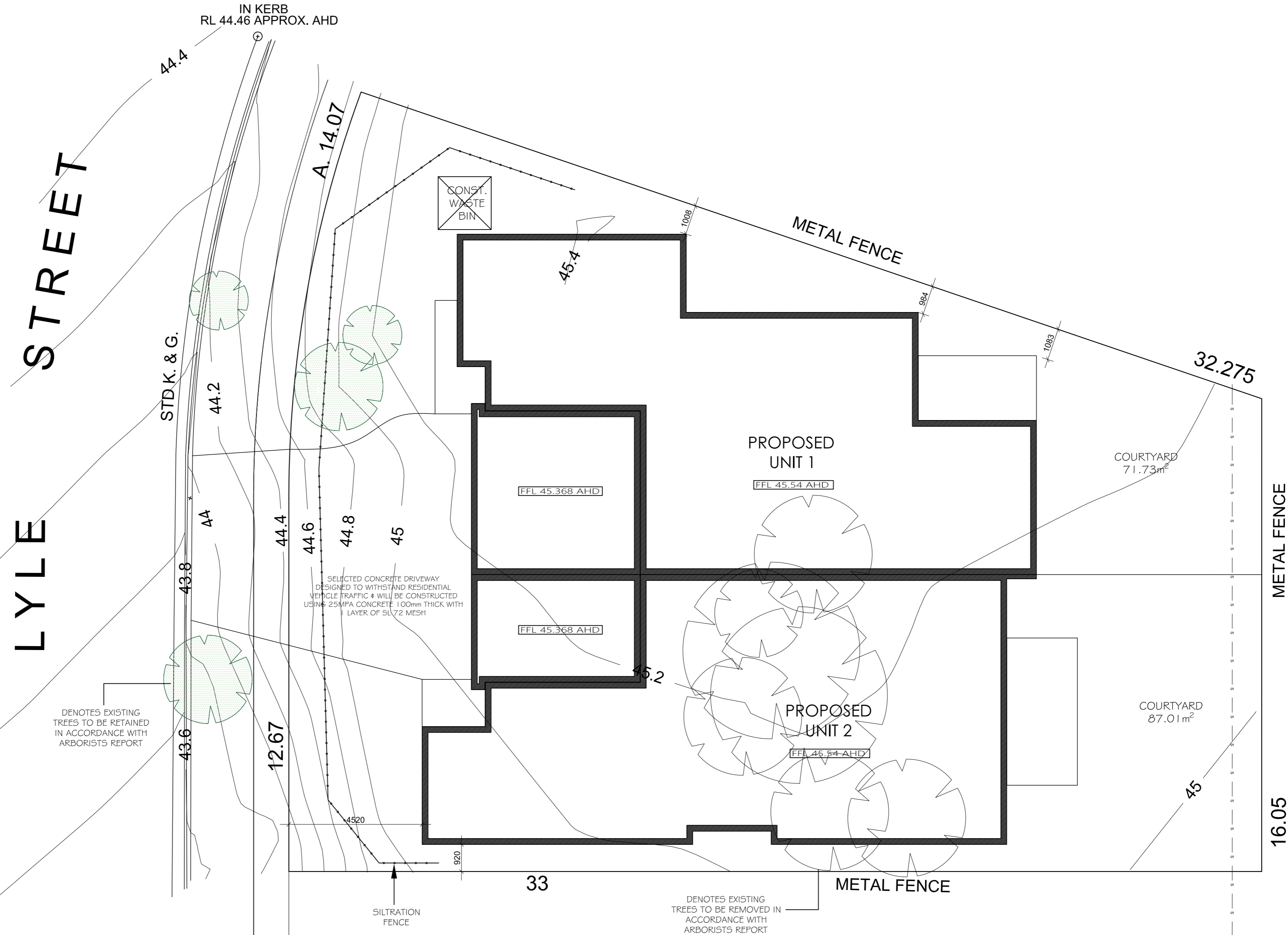


SEDIMENT CONTROL NOTES

- ALL EROSION AND SEDIMENTATION CONTROL MEASURES, INCLUDING REVEGETATION AND STORAGE OF SOIL AND TOPSOIL, SHALL BE IMPLEMENTED TO THE STANDARDS OF THE SOIL CONSERVATION OF NSW.
- ALL DRAINAGE WORKS SHALL BE CONSTRUCTED AND STABILIZED AS EARLY AS POSSIBLE DURING DEVELOPMENT.
- SEDIMENT TRAPS SHALL BE CONSTRUCTED AROUND ALL INLET PITS, CONSISTING OF 300mm WIDE X 300mm DEEP TRENCH.
- ALL SEDIMENT BASINS AND TRAPS SHALL BE CLEANED WHEN THE STRUCTURES ARE A MAXIMUM OF 80% FULL OF SOIL MATERIALS, INCLUDING THE MAINTENANCE PERIOD.
- ALL DISTURBED AREAS SHALL BE REVEGETATED AS SOON AS THE RELEVANT WORKS ARE COMPLETED.
- SOIL AND TOPSOIL STOCKPILES SHALL BE LOCATED AWAY FROM DRAINAGE LINES AND AREA WHERE WATER MAY CONCENTRATE.
- FILTER SHALL BE CONSTRUCTED BY STRETCHING A FILTER FABRIC (PROPEX OR APPROVED EQUIVALENT BETWEEN POST AT 3.0m CENTRES. FABRIC SHALL BE BURIED 150mm ALONG ITS LOWER EDGE.

B.M DRILL HOLE

IN KERB
 RL 44.46 APPROX. AHD



PROPOSAL:
DUAL OCCUPANCY

J MARSHALL CONSTRUCTIONS
 96 Dudley Street, Gorokan 2263
 Phone: (02) 43925353
 www.jmconstructions.com.au

CLIENT:
 SMITH, ELLIS & MACQUARIE RICHMOND SUPERANNUATION FUND PTY LTD

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SITE:
 LOT 313
 DP 811109
 6 LYLE STREET,
 LAKE HAVEN

NOTES:
 1 Builders shall check all dimensions, details and levels prior to commencement of ordering any materials.
 2 Dimensions shall be read in preference to scale.
 3 Architectural working drawings shall be read in conjunction with structural engineers details of which take preference in determining the structural adequacy of the building.
 4 The building shall be constructed in accordance with the B.C.A., relevant Australian Standards and any other governing bodies.

AMENDMENTS:

A	Sept 22	Amendments to Landscape Plan & Driveway in accordance with Arbonsts Report.

PLAN:
SITE PLAN

JOB NO:
 2201

SHEET NO:
 1/7

DATE: SEPTEMBER 2022

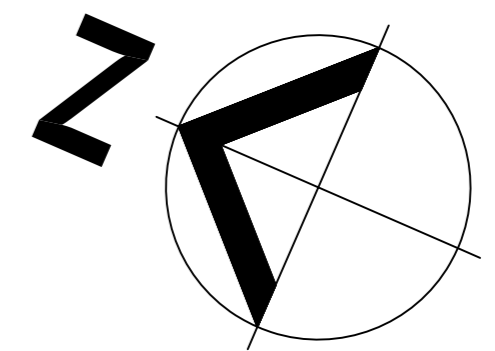
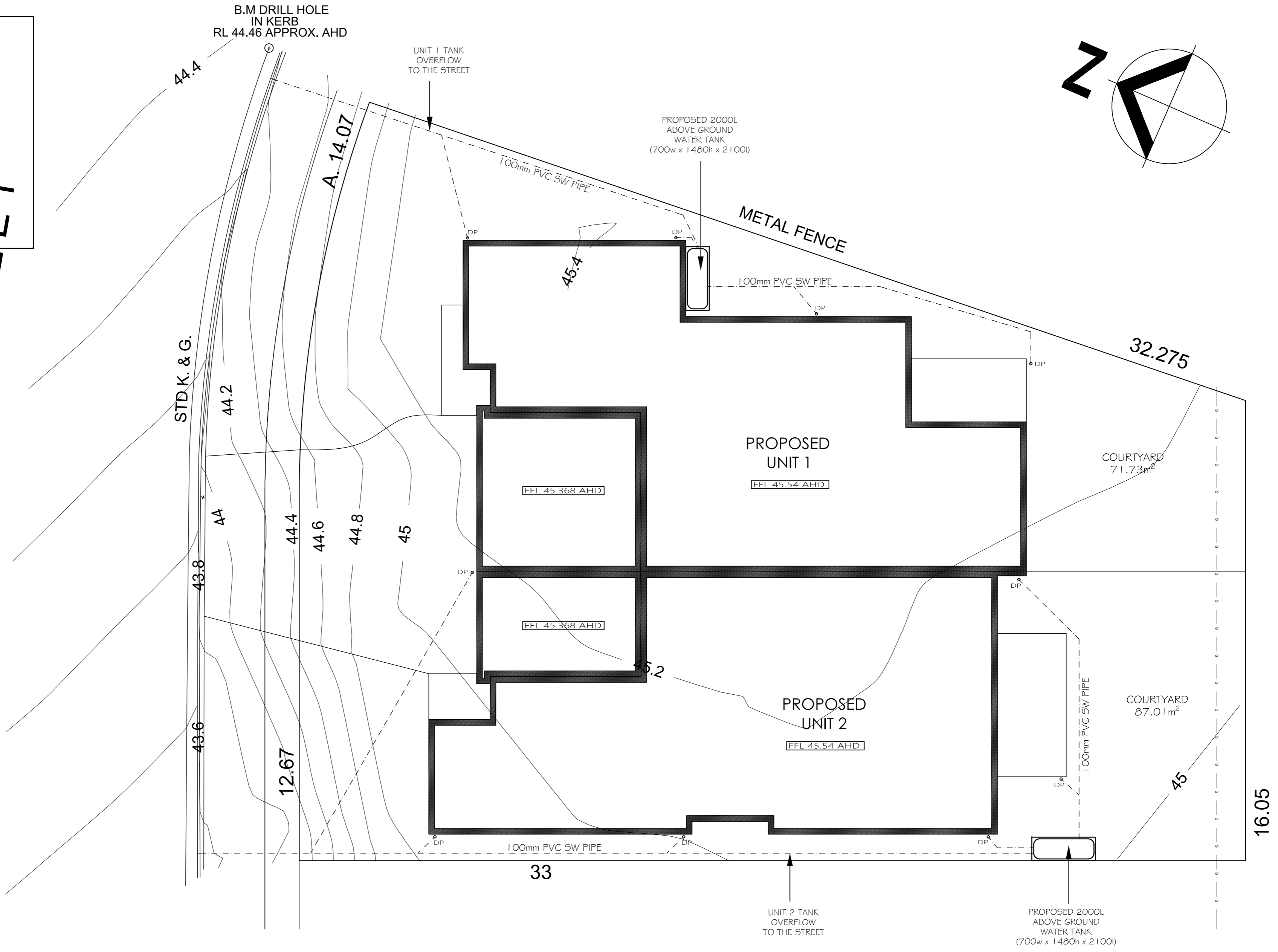
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DRAWN: René Hale

CENTRAL COAST COUNCIL
 APPROVED DEVELOPMENT PLAN
 Development Application No: DA/1488/2022
 Dated: 8th October 2022

Jenny Tattam
 Jenny Tattam
 Development Planner
 DEVELOPMENT ASSESSMENT

LYLE STREET



JMC
J MARSHALL
 CONSTRUCTIONS
 RESIDENTIAL BUILDERS

PROPOSAL:
DUAL OCCUPANCY

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 96 Dudley Street, Gorokan 2263
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SITE:
 LOT 313
 DP 811109
 6 LYLE STREET,
 LAKE HAVEN

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 B.C.A., relevant Australian Standards and any other
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AMENDMENTS:

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PLAN:
**STORMWATER
 PLAN**


JOB NO:
 2201

DATE: SEPTEMBER 2022

SCALE: 1:100 on A2

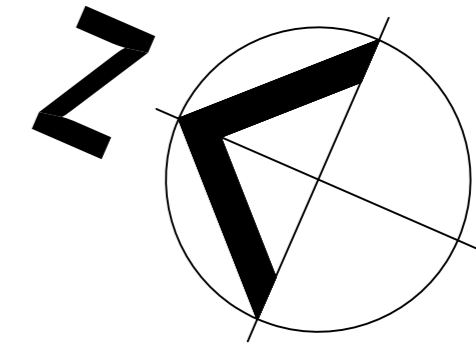
DRAWN: *René Hale*

SHEET NO:
 2/7

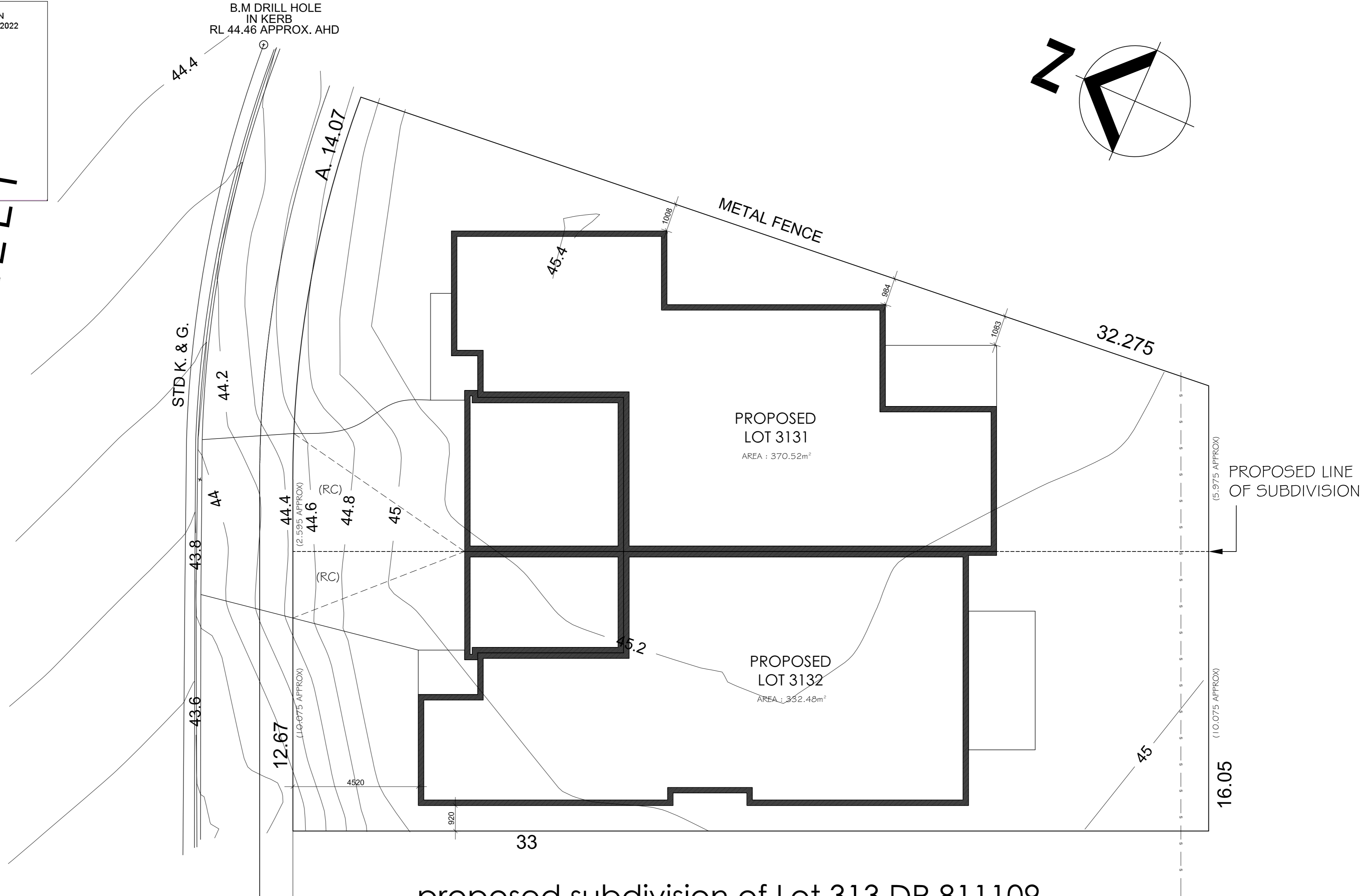


Jenny Tattam
 Jenny Tattam
 Development Planner
 DEVELOPMENT ASSESSMENT

B.M DRILL HOLE
 IN KERB
 RL 44.46 APPROX. AHD



LYLE STREET



proposed subdivision of Lot 313 DP 811109

(RC) Right of Carriageway 4.0m wide & Variable

JMC
J MARSHALL
 CONSTRUCTIONS
 RESIDENTIAL BUILDERS

PROPOSAL:
 DUAL OCCUPANCY

J MARSHALL
 CONSTRUCTIONS
 96 Dudley Street, Gorokan 2263
 Phone: (02) 43925353
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 FUND PTY LTD

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SITE:
 LOT 313
 DP 811109
 6 LYLE STREET,
 LAKE HAVEN

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 4 The building shall be constructed in accordance with the
 B.C.A., relevant Australian Standards and any other
 governing bodies.

AMENDMENTS:	
A	Sept 22 Amendments to Landscape Plan & Driveway in accordance with Arbonists Report.

PLAN:
 SUBDIVISION
 PLAN


JOB NO:
 2201

SHEET NO:
 3/7

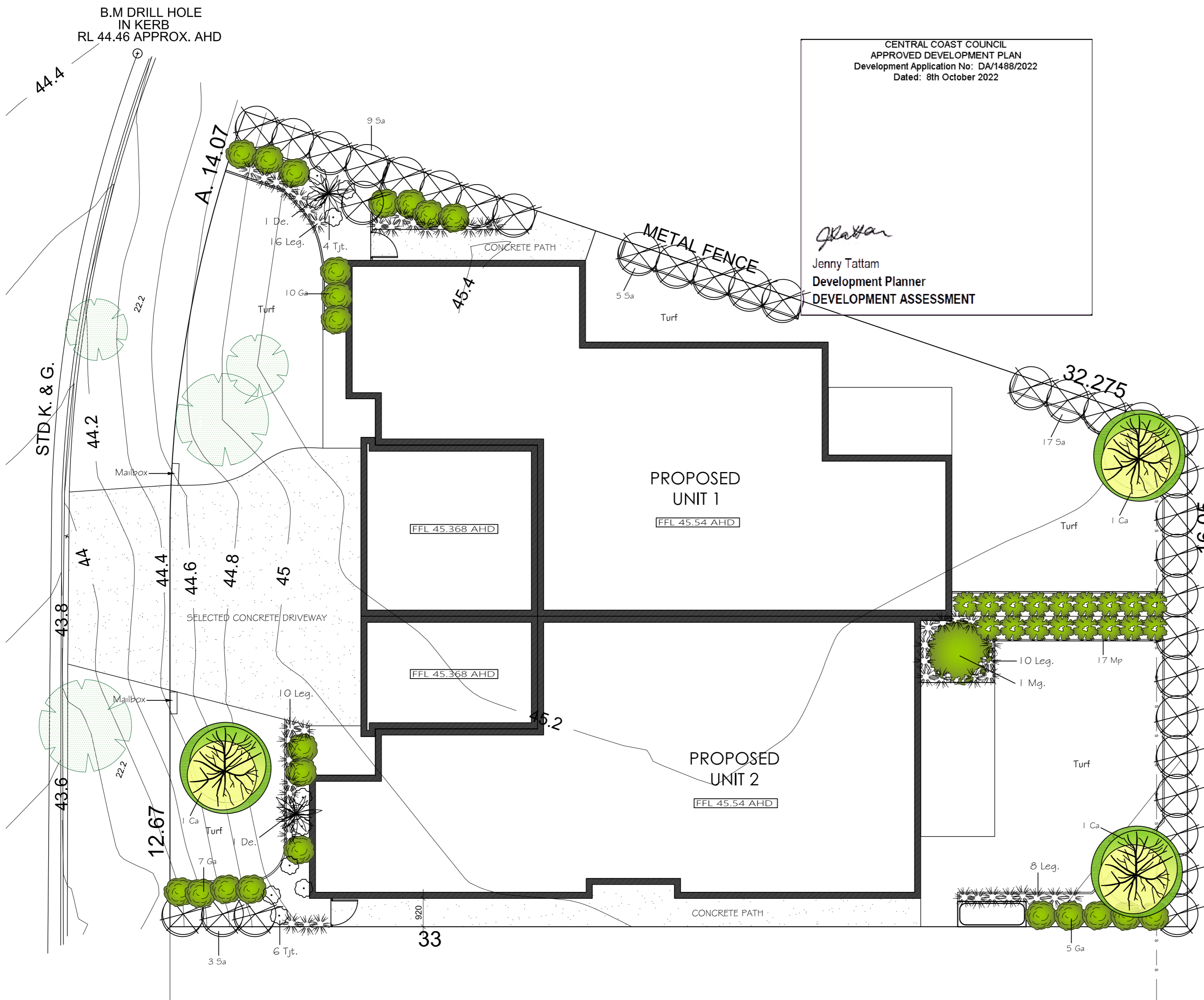
DATE: SEPTEMBER 2022

SCALE: 1:100 on A2

DRAWN: René Hale



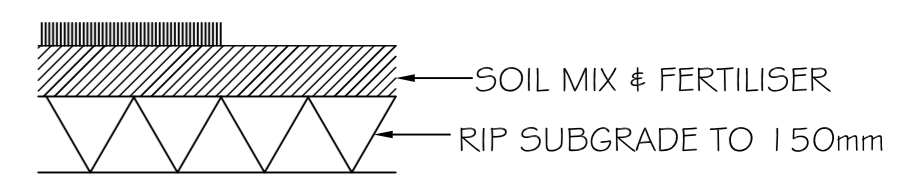
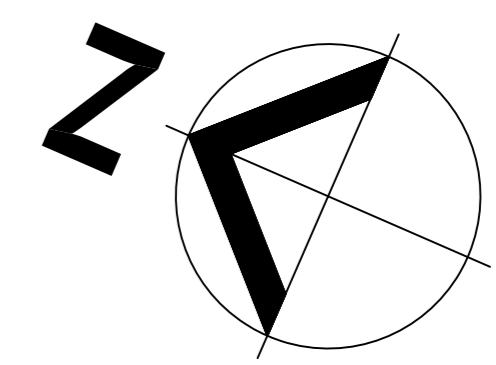
LYLE STREET



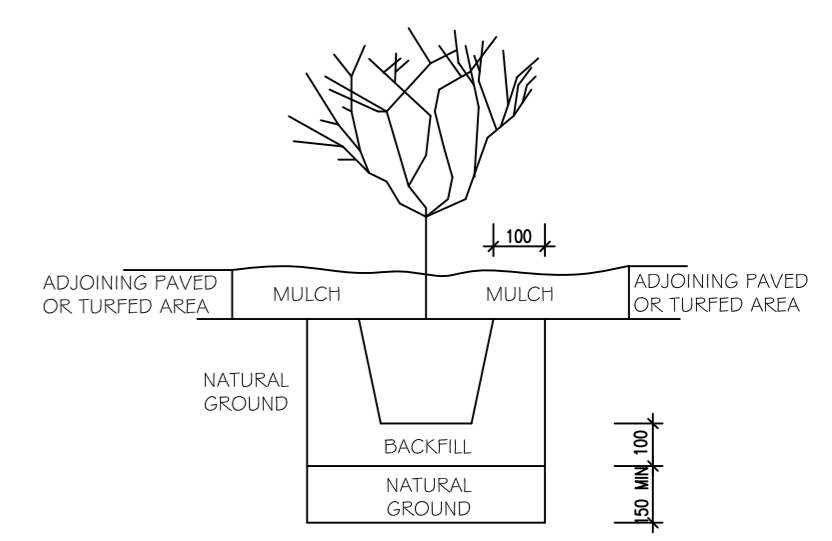
B.M DRILL HOLE
IN KERB
RL 44.46 APPROX. AHD

CENTRAL COAST COUNCIL
APPROVED DEVELOPMENT PLAN
Development Application No: DA/1488/2022
Dated: 8th October 2022

Jenny Tattam
Jenny Tattam
Development Planner
DEVELOPMENT ASSESSMENT



TURF ON GRADE



PLANTING DETAIL

SUGGESTED PLANT SCHEDULE

Key	Botanical Name	Common Name	Mature Height	Spread	Size	No.
Trees						
Ca	Cupaniopsis anacardioides	Tuckeroo	6m	6m	25L	3
Sa	Syzygium Australe "Aussie Compact"	Lilly Pilly	3m	1.5m	5L	34
Mg	Magnolia Grandiflora "Teddy Bear"	Magnolia	4-6m	4m	25L	1
Shrubs						
Ga	Gardenia Augusta	Gardenia	1m	1m	5L	22
Mp	Murraya Paniculata	Murraya	2m	0.6m	250mm	17
Accents/Grasses						
Li	Lomandra Longifolia	Mat Rush	1m	1m	150mm	0
Leg	Linope Evergreen Giant	Linope	0.6m	0.6m	150mm	44
Groundcovers						
Tjt	Trachelospermum jasminoides "tricolour"	Star Jasmine		300mm	150mm	10
Turf		Sir Walter Buffalo				

PROPOSAL:
DUAL OCCUPANCY

CLIENT:
SMITH, ELLIS & MACQUARIE
RICHMOND SUPERANNUATION
FUND PTY LTD

SITE:
LOT 313
DP 811109
6 LYLE STREET,
LAKE HAVEN

NOTES:
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AMENDMENTS:
A Sept 22 Amendments to Landscape Plan & Driveway in accordance with Arbonsts Report.

PLAN:
LANDSCAPE PLAN

JOB NO:
2201
SHEET NO:
4/7

DATE: SEPTEMBER 2022
SCALE: 1:100 on A2
DRAWN: *René Hale*

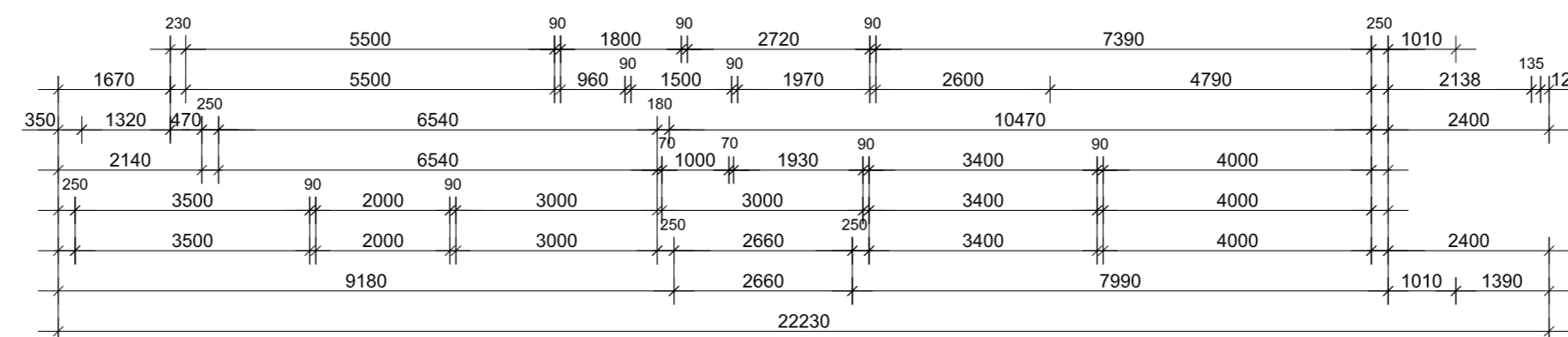
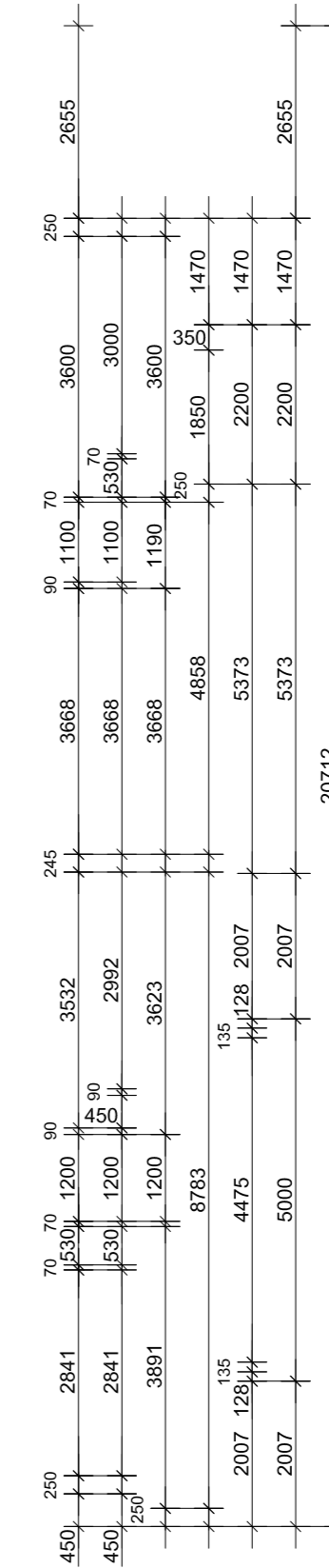
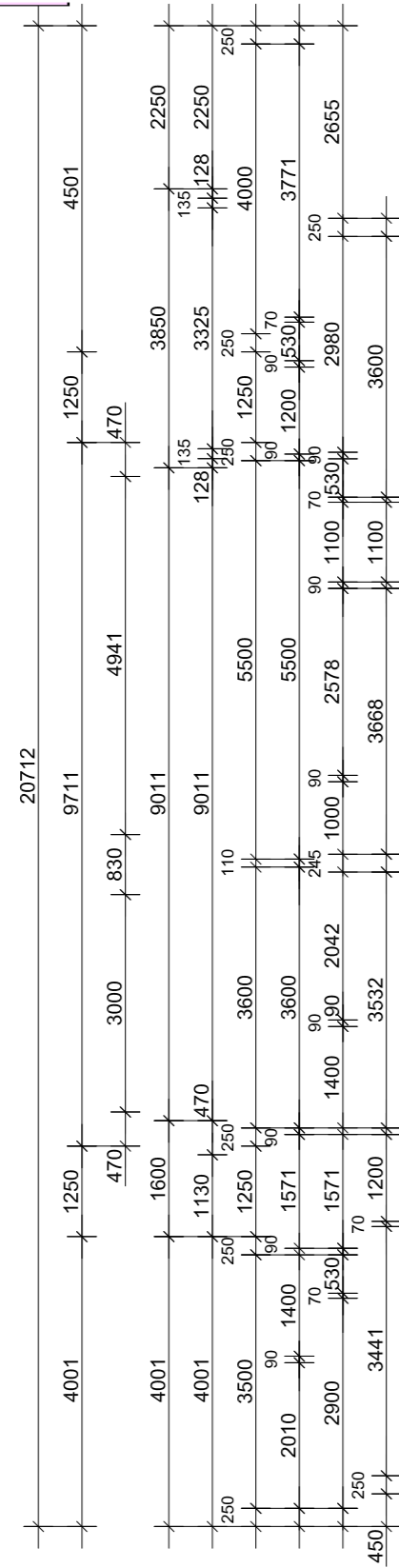
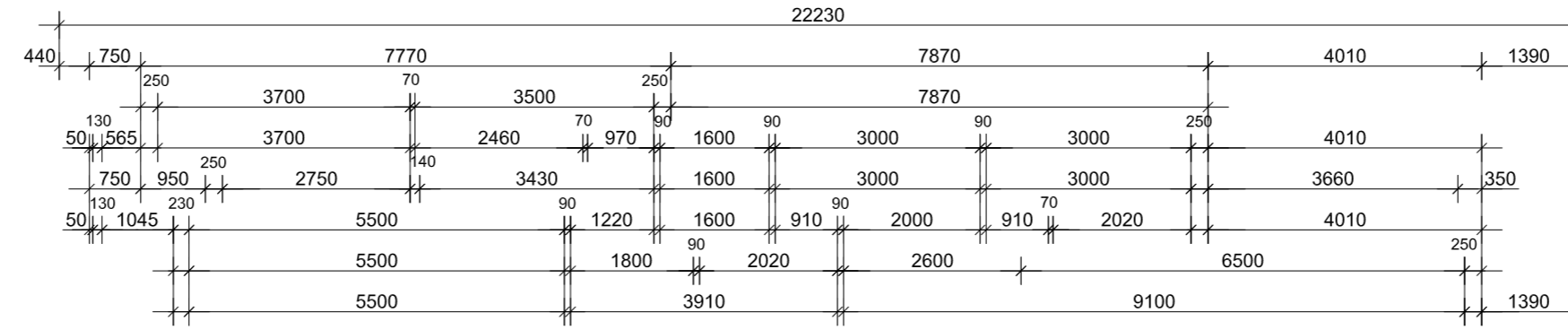


J MARSHALL
CONSTRUCTIONS
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Phone: (02) 43925353
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Jenny Tattam
 Development Planner
 DEVELOPMENT ASSESSMENT



AREAS UNIT 1		AREAS UNIT 2	
GARAGE	31.94m ²	GARAGE	21.06m ²
LIVING AREA	144.89m ²	LIVING AREA	150.25m ²
PORCH	4.24m ²	PORCH	3.26m ²
ALFRESCO	8.82m ²	ALFRESCO	12.00m ²
TOTAL	189.27m²	TOTAL	186.57m²

PROPOSAL:
DUAL OCCUPANCY

J MARSHALL CONSTRUCTIONS
 96 Dudley Street, Gorokan 2263
 Phone: (02) 43925353
 www.jmconstructions.com.au

CLIENT:
 SMITH, ELLIS & MACQUARIE
 RICHMOND SUPERANNUATION
 FUND PTY LTD

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SITE:
 LOT 313
 DP 811109
 6 LYLE STREET,
 LAKE HAVEN

NOTES:
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 2 Dimensions shall be read in preference to scale.
 3 Architectural working drawings shall be read in conjunction with structural engineers details of which take preference in determining the structural adequacy of the building.
 4 The building shall be constructed in accordance with the B.C.A., relevant Australian Standards and any other governing bodies.

AMENDMENTS:

PLAN:
FLOOR PLAN

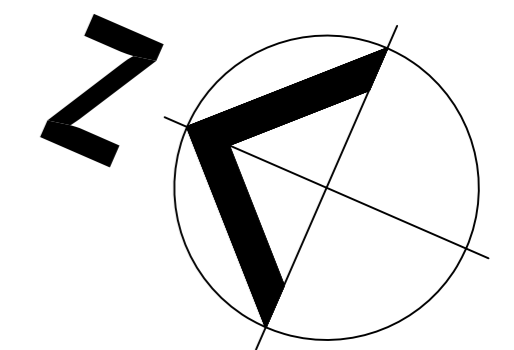
JOB NO:
 2201

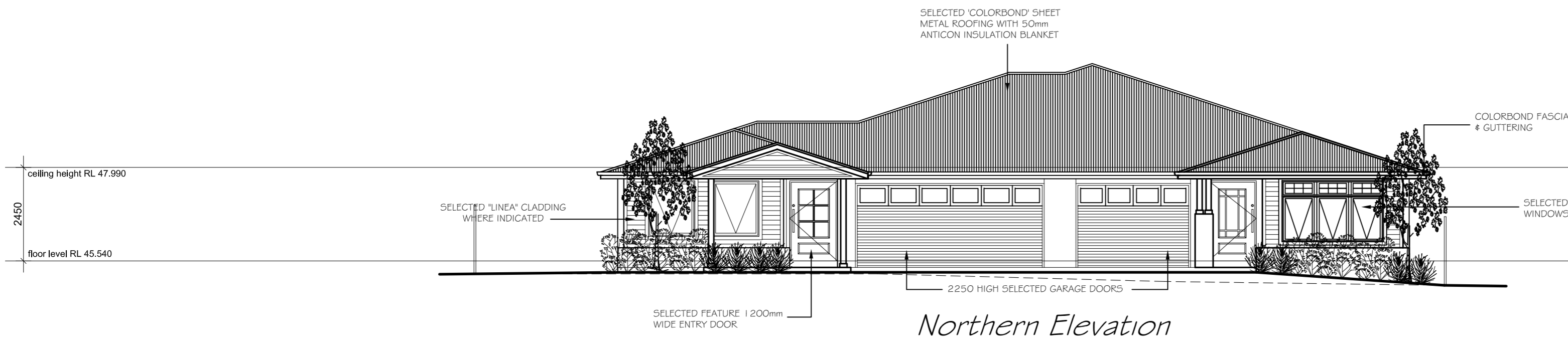
SHEET NO:
 5/7

DATE: APRIL 2022

SCALE: 1:100 on A2

DRAWN: René Hale

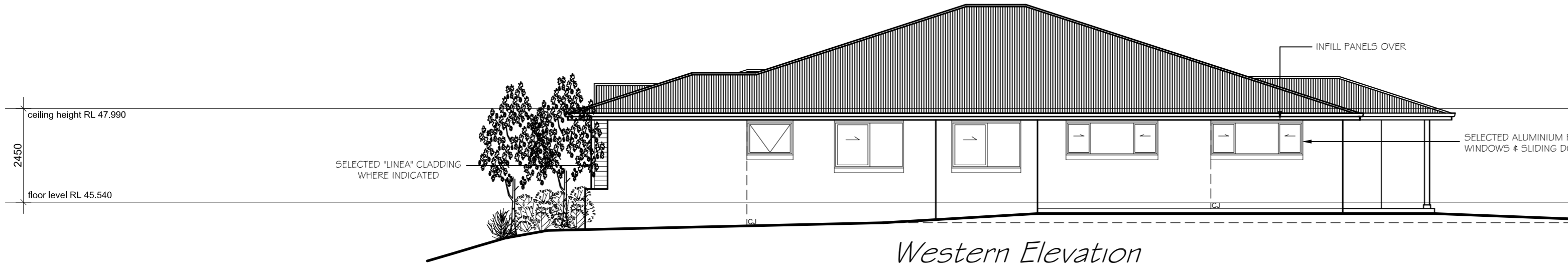




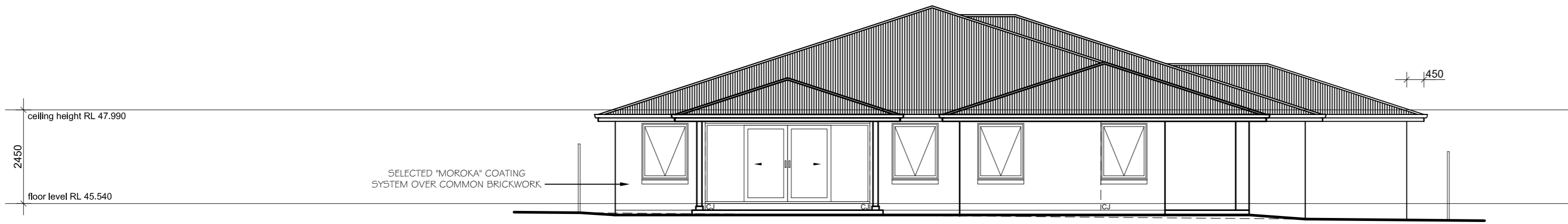
Northern Elevation

CENTRAL COAST COUNCIL
 APPROVED DEVELOPMENT PLAN
 Development Application No: DA/1488/2022
 Dated: 8th October 2022

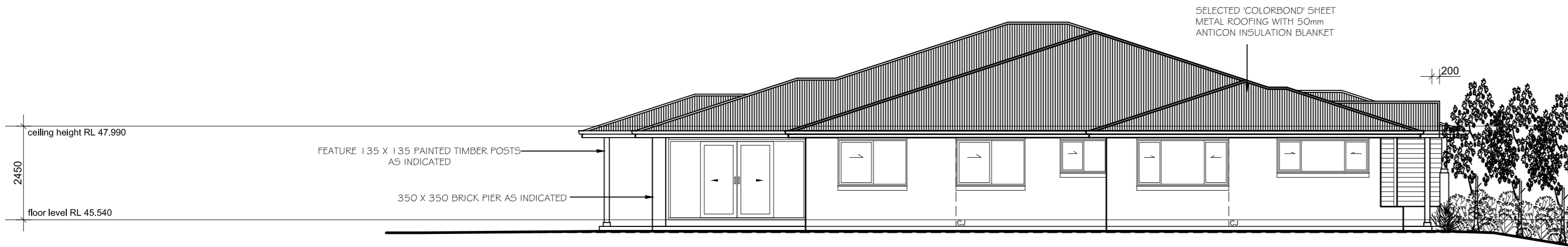
Jenny Tattam
 Jenny Tattam
 Development Planner
 DEVELOPMENT ASSESSMENT



Western Elevation



Southern Elevation



Eastern Elevation

PROPOSAL:
DUAL OCCUPANCY

J MARSHALL
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SITE:
 LOT 313
 DP 811109
 6 LYLE STREET,
 LAKE HAVEN

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AMENDMENTS:

PLAN:
ELEVATIONS

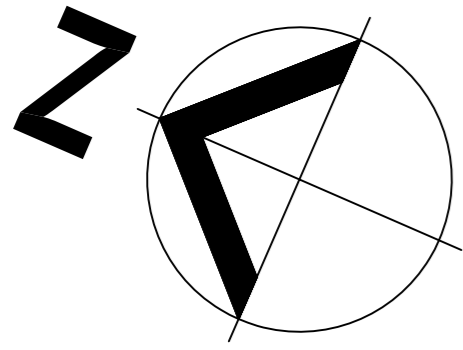
JOB NO:
 2201

DATE: APRIL 2022

SCALE: 1:100 on A2

DRAWN: René Hale

SHEET NO:
 6/7



SELECTED 'COLORBOND' SHEET METAL ROOFING WITH 50mm ANTICON INSULATION BLANKET

TIMBER FRAMES, TRUSSES & RAFTERS TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATION

ceiling height RL 47.990
 floor level RL 45.540
 2450

COLORBOND FASCIA & GUTTERING
 FC SHEETING TO UNDERSIDE OF EAVES

R3.00 INSULATION BATTS TO CEILINGS OF HABITABLE ROOMS

R1.50 INSULATION BATTS TO EXTERNAL WALLS OF HABITABLE ROOMS

GYPROCK LINING TO INTERNAL WALLS & CEILINGS

R.C. SLAB TO ENGINEERS DETAILS & AS 2870

bed 3 dine/family dine media

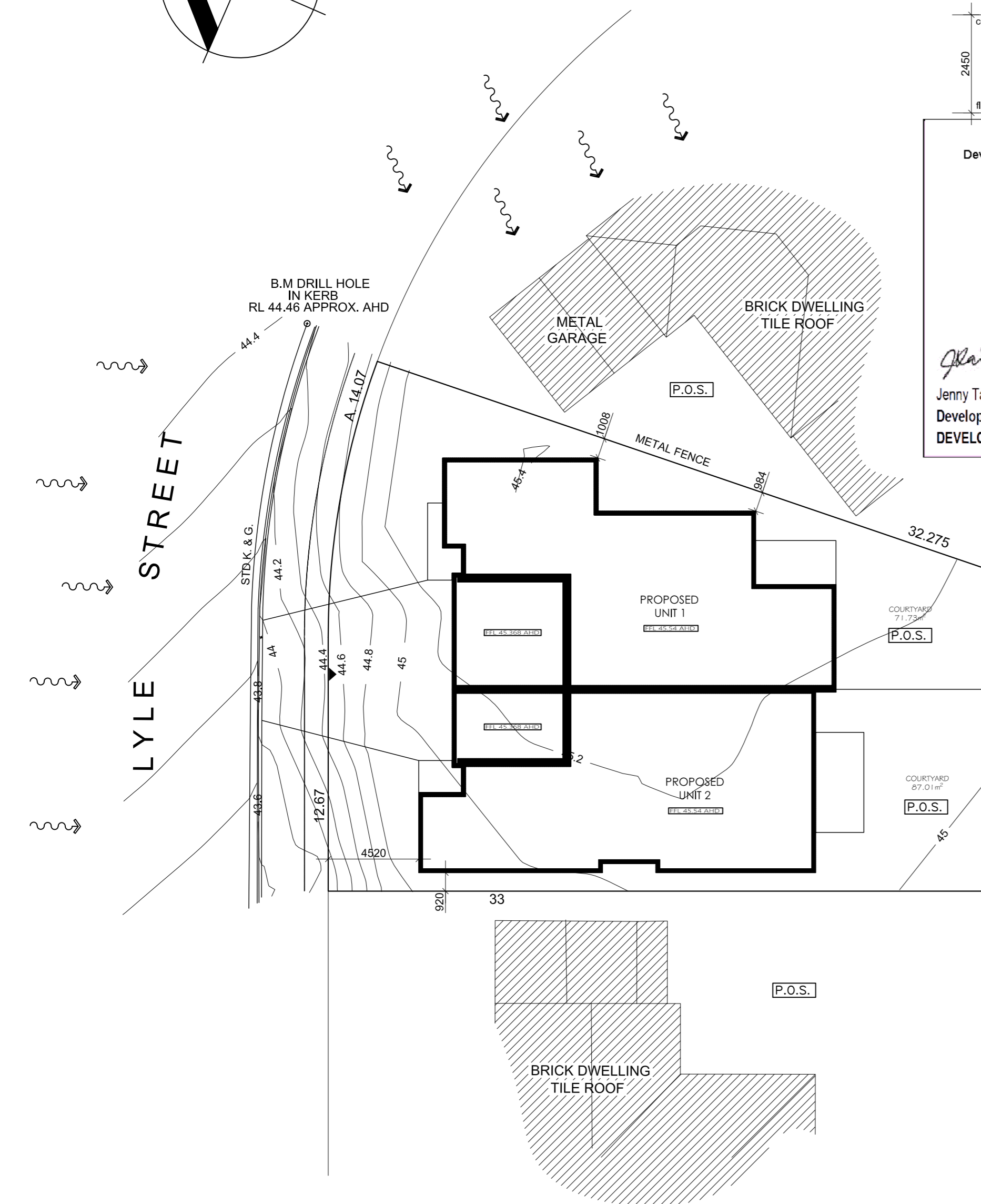
Typical Section

CENTRAL COAST COUNCIL
 APPROVED DEVELOPMENT PLAN
 Development Application No: DA/1488/2022
 Dated: 8th October 2022

Jenny Tattam
 Jenny Tattam
 Development Planner
 DEVELOPMENT ASSESSMENT

6 Lyle Street Lake Haven			
SUMMARY OF BASIX COMMITMENTS FOR EACH UNIT			
This is a summary of the BASIX Commitments as detailed in the BASIX Certificate. Refer to the CURRENT BASIX Certificate for Complete details. For definitions refer to basix.nsw.gov.au			
WATER COMMITMENTS			
Fixtures			
4 Star Shower Heads	> 6 but <= 7.5 L/min		
5 Star Kitchen / Basin Taps	Yes	4 Star Toilet	Yes
Alternative Water			
Minimum Tank Size (L)	2000	Collected from Roof Area (m2)	60
Tank Connected To:			
All Toilets	Yes	Laundry W/M Cold Tap	Yes
One Outdoor Tap	Yes		
THERMAL COMFORT COMMITMENTS - Refer to TPA Specification on plans			
ENERGY COMMITMENTS			
Hot Water	Gas Instantaneous	6 Star	
Cooling System	Living	1 Phase A/C Zoned	EER 3.0 - 3.5
	Bedrooms	1 Phase A/C Zoned	EER 3.0 - 3.5
Heating System	Living	1 Phase A/C Zoned	EER 3.0 - 3.5
	Bedrooms	1 Phase A/C Zoned	EER 3.0 - 3.5
Ventilation	1 x Bathroom	Fan ducted to exterior	Manual on/off
	Kitchen	Fan ducted to exterior	Manual on/off
	Laundry	Fan ducted to exterior	Manual on/off
Natural Lighting	Window/Skylight in Kitchen		No
	Window/Skylight in Bathrooms/Toilets		Yes to 1
Artificial Lighting	Number of bedrooms	All	Dedicated Yes
	Number of Living/Dining rooms	All	Dedicated Yes
(rooms to be primarily lit by fluorescent or LED lights)	Kitchen	Yes	Dedicated Yes
	All Bathrooms/Toilets	Yes	Dedicated Yes
	Laundry	Yes	Dedicated Yes
	All Hallways	Yes	Dedicated Yes
OTHER COMMITMENTS			
Outdoor clothes line	Yes	Ventilated refrigerator space	Yes
Stove/Oven	Electric cooktop & electric oven		
Alternative Energy	Photovoltaic system: 0.5 Kw to U1 only		

April 2022				BSA Reference: 18369	
Building Sustainability Assessments				Ph: (02) 4962 3439	
enquiries@buildingsustainability.net.au				www.buildingsustainability.net.au	
Important Note					
The following specification was used to achieve the thermal performance values indicated on the Assessor Certificate. If the proposed construction varies to those detailed below than the Assessor and NatHERS certificates will no longer be valid. Assessments assume that the BCA provisions for building sealing & ventilation are complied with at construction.					
In NSW both BASIX & the BCA variations must be complied with, in particular the following:					
- Thermal construction in accordance with Vol 1 Section J1.2 or Vol 2 Part 3.12.1.1					
- Thermal breaks for Class 1 dwellings in accordance with Part 3.12.1.2(c) & 3.12.1.4(d)					
- Floor insulation for Class 1 dwellings as per Part 3.12.1.5(a)(i), (ii) & (e) or (c), (d) & (e)					
- Building sealing in accordance with Section J3 or Part 3.12.3.1 to 3.12.3.6.					
Thermal Performance Specifications (does not apply to garage)					
External Wall Construction		Added Insulation			
Brick Veneer & Lightweight		R1.5			
Internal Wall Construction		Added Insulation			
Plasterboard on studs		None			
Plasterboard + stud + shaft liner + stud + plasterboard (party walls)		R2.0 + R2.0			
Ceiling Construction		Added Insulation			
Plasterboard		R3.0 to ceilings adjacent to roof space			
Roof Construction		Colour (Solar Absorbance)		Added Insulation	
Metal		Any		Foil + R1.0 blanket	
Floor Construction		Covering		Added Insulation	
Concrete		As drawn (if not noted default values used)		None	
Windows					
Glass and frame type		U value	SHGC Range	Area sq m	
ALM-001-01 A	Aluminium Type A Single clear	6.70	0.51 - 0.63	As drawn	
ALM-002-01 A	Aluminium Type B Single clear	6.70	0.63 - 0.77	As drawn	
Type A windows are awning windows, bifolds, casements, tilt 'n' turn windows, entry doors, french doors					
Type B windows are double hung windows, sliding windows & doors, fixed windows, stacker doors, louvers					
Skylights					
Glass and frame type		U	SHGC	Area sq m	
Detail					
U and SHGC values are according to AFRC. Alternate products may be used if the U value is lower & the SHGC is within the range specified					
Shade elements					
(eaves, verandahs, awnings etc)					
All shade elements modelled as drawn					
Ceiling Penetrations					
(downlights, exhaust fans, flues etc)					
Modelled as drawn and/or to comply with the ventilation and sealing requirements of the BCA					
Ducting is modelled at 150mm. No insulation losses from downlighting have been modelled.					
Additional Notes					
Nil					



Legend:

- PREVAILING WINDS
- NOISE FROM ROAD TRAFFIC
- VEHICULAR SITE ENTRY
- PROPOSED DUAL OCCUPANCY
- PRIVATE OPEN SPACE
- EXISTING DWELLINGS

JMC
J MARSHALL CONSTRUCTIONS
 RESIDENTIAL BUILDERS

PROPOSAL:
DUAL OCCUPANCY

J MARSHALL CONSTRUCTIONS
 96 Dudley Street, Gorokan 2263
 Phone: (02) 43925353
 www.jmconstructions.com.au

CLIENT:
 SMITH, ELLIS & MACQUARIE RICHMOND SUPERANNUATION FUND PTY LTD

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SITE:
 LOT 313
 DP 811109
 6 LYLE STREET,
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AMENDMENTS:

PLAN:
SITE ANALYSIS, SECTION & BASIX

JOB NO:
 2201

SHEET NO:
 7/7

DATE: APRIL 2022

SCALE: 1:100 on A2

DRAWN: René Hale

Telephone: 1300 463 954
Please Quote: DA/1488/2022
Responsible Officer: Jennifer Tattam



Marshale Pty Ltd
C/- J Marshall Constructions
96 Dudley St
GOROKAN NSW 2263

Notice of Determination of a Development Application
issued under the *Environmental Planning and Assessment Act 1979*
Sections 4.16, 4.17 and 4.18(1)(a)

Development Application No: DA/1488/2022
Applicant: Marshale Pty Ltd
Property Address: Lot 313 DP 811109
6 Lyle Street, LAKE HAVEN NSW 2263
Proposal: Dual Occupancy (attached) & associated subdivision
Determination: Approved
Determination Date: 8 October 2022

Date from which this consent operates

In accordance with Section 4.20 of the *Environmental Planning and Assessment Act 1979*, this consent becomes effective and operates from the date of this notice being 8 October 2022.

Consent to lapse on

8 October 2027

Imposition of conditions

Subject to the provisions of Section 4.17 of the Act this Consent has been granted subject to conditions annexed to this consent.

Review of Determination

Subject to provisions of Sections 8.2, 8.3, 8.4 and 8.5 of the Act the applicant may make an application seeking a review of this determination, providing it is made in time for Council to determine the review within six (6) months of this determination.

Right of Appeal

Sections 8.7 and 8.10 of the Act confers on an applicant who is dissatisfied with the determination of a consent authority a right of appeal to the Land and Environment Court within six (6) months, from the date of determination.



On behalf of the consent authority
David Farmer
Chief Executive Officer

Per:



Jenny Tattam
Senior Development Planner
DEVELOPMENT ASSESSMENT



1. PARAMETERS OF THIS CONSENT

Approved Plans and Supporting Documentation

- 1.1 Development must be carried out in accordance with the following approved plans and supporting documentation (stamped by Council), except where the conditions of this consent expressly require otherwise.

Plan No.	Revision No.	Plan Title	Drawn By	Dated
		Cover Page	HALE Design Co.	
1	A	Site Plan	HALE Design Co.	Sept 2022
2	A	Stormwater Plan	HALE Design Co.	Sept 2022
3	A	Subdivision Plan	HALE Design Co.	Sept 2022
4	A	Landscape Plan	HALE Design Co.	Sept 2022
5	-	Floor Plans	HALE Design Co.	April 2022
6	-	Elevations	HALE Design Co.	April 2022
7	-	Section, Site Analysis & BASIX Information	HALE Design Co.	April 2022

Document Title	Version No.	Prepared by	Dated
Arboricultural Impact Assessment	-	Michael Shaw Consulting Arborist	15/06/2022

In the event of any inconsistency between the approved plans and the supporting documentation, the approved plans prevail. In the event of any inconsistency between the approved plans and a condition of this consent, the condition prevails.

Note: an inconsistency occurs between an approved plan and supporting documentation or between an approved plan and a condition when it is not possible to comply with both at the relevant time.

- 1.2. Carry out all building works in accordance with the National Construction Code Series, Building Code of Australia, Volume 1 and 2 as appropriate.
- 1.3. Comply with all commitments listed in the BASIX Certificate for the development as required under Section 75 *Environmental Planning and Assessment Regulation 2021*.
- 1.4. A Construction Certificate is to be issued by the Principal Certifying Authority prior to commencement of any construction works. The application for this Certificate is to satisfy all of the requirements of the *Environmental Planning and Assessment Regulation 2000*.
- 1.5. Prior to the occupation or use of the building/structure, an application for an Occupation Certificate for the development must be submitted to and approved by the Principal Certifying Authority.
- 1.6. An application for a Subdivision Certificate must be submitted to and approved by the Council/Certifying Authority prior to endorsement of the plan of subdivision.



- 1.7. Where conditions of this consent require approval from Council under the *Roads Act 1993*, *Local Government Act 1993* or *Water Management Act 2000*, a completed Subdivision Construction Certificate application form must be lodged with Council and be accompanied by detailed design drawings and supporting information. Upon submission to Council, fees and charges will be calculated in accordance with Council's Management Plan. The fees and charges must be paid prior to Council commencing the design assessment.

2. PRIOR TO ISSUE OF ANY CONSTRUCTION CERTIFICATE

- 2.1. All conditions under this section must be met prior to the issue of any Construction Certificate.
- 2.2. Submit to the Registered Certifier, responsible for issuing a construction certificate for works within the development properties, detailed design drawings approved by a suitably qualified consultant for fences located on or in proximity to the road frontage of the site which ensure pedestrian and vehicle sight distance is maintained in accordance with of Australian Standard AS/NZS 2890: *Parking Facilities, Parts 1, 2 and 6*.
- 2.3. Submit to the Registered Certifier, responsible for issuing a construction certificate for works within the site, design drawings endorsed by a suitably qualified civil engineering consultant of the internal driveway servicing the development. Design drawings are to be prepared in accordance with the requirements of the current edition of Australian Standard AS/NZS 2890 and shall include: -
- Concrete pavement design able to withstand anticipated vehicle loadings
 - The internal access complying with the requirements of Council's Development Control Plan 20013 Chapter 2.3 – Dual Occupancy Development.
 - Access grades and grade changes in accordance with AS/NZS2890.1
- 2.4. Obtain a Roads Act Works Approval by submitting an application to Council for a Section 138 Roads Act Works Approval for all works required within the road reserve. The application is to be lodged using a *Subdivision Works Construction Certificate and other related Civil Works* application form.

The application is to be accompanied by detailed design drawings, reports and other documentation prepared by a suitably experienced qualified professional in accordance with Council's *Civil Works Specifications*.

Fees, in accordance with Council's Fees and Charges, will be invoiced to the applicant following lodgement of the application. Fees must be paid prior to Council commencing assessment of the application.

Design drawings, reports and documentation will be required to address the following works within the road reserve:

- a) Construction of a residential vehicle access crossing that has a maximum width of 5 metres at the road gutter crossing and 5 metres at the property boundary
- b) Construction of any works required to transition new works into existing infrastructure and the surrounding land formation.



- c) Construction of a storm water drainage connection from the development site to Council's storm water drainage system within the road reserve kerb and channel utilising existing kerb out lets where available or alternatively install kerb adapters in accordance with Council standard drawing SD0510.
- d) The adjustment of all services within the area of the proposed access in accordance with the relevant service authority requirements.

The design is to be certified by a registered practising Civil or Structural engineer as being in accordance with Australian Standards.

The Section 138 Roads Act Works Approval must be issued by Council and all conditions of that approval must be addressed prior to occupying and commencing any works in the road reserve.

- 2.5. Submit to Council a dilapidation report detailing the condition of all Council assets within the vicinity of the development. The report must document and provide photographs that clearly depict any existing damage to the road, kerb, gutter, footpath, driveways, street trees, street signs, street lights or any other Council assets in the vicinity of the development. The dilapidation report will be required to be submitted to Council prior to the issue of the Section 138 Roads Act Works approval or the issue of any construction certificate for works on the site. The dilapidation report may be updated with the approval of Council prior to the commencement of works. The report will be used by Council to establish damage to Council's assets resulting from the development works.
- 2.6. Submit to the Registered Certifier responsible for issuing the construction certificate for works within the development site detailed design drawings and design reports for the following engineering works and requirements:
 - a) Construction of driveways and car parking areas in accordance with the requirements of the current edition Australian Standard AS/NZS 2890: Parking Facilities and other applicable Australian Standards.
 - b) Construction of stormwater drainage collection and piping of all stormwater runoff from areas within the site to approved connection to Council's storm water drainage system located in Lyle St.

Detailed design drawings and design reports acceptable to the Registered Certifier must be included in the Construction Certificate documentation.

- 2.7. Submit an application to Council under section 305 of the *Water Management Act 2000* for a section 306 Requirements Letter. The Application form can be found on Council's website centralcoast.nsw.gov.au. Early application is recommended.



The section 305 application will result in a section 306 letter of requirements which must be obtained prior to the issue of any Construction Certificate. The requirements letter will outline which requirements must be met prior to each development milestone e.g. prior to construction certificate, subdivision works certificate, occupation certificate and/or subdivision certificate.

- 2.8. No activity is to be carried out on-site until the Construction Certificate has been issued, other than:
- a) Site investigation for the preparation of the construction, and / or
 - b) Implementation of environmental protection measures, such as erosion control and the like that are required by this consent
 - c) Demolition.
- 2.9 Before the issue of a Construction Certificate the applicant must pay the total contribution payable to Council under this condition. The total contributions are \$8,864.10 as calculated at the date of this consent, in accordance with the Gorokan District Section 7.11 Contributions Plan.

The full list of itemised contributions, is described in the table below.

Gorokan District Administration	\$ 609.85
Gorokan District Open Space Works	\$ 4,498.00
Gorokan District Community Facilities Works	\$ 3,756.25
Total	\$ 8,864.10

The total amount payable may be adjusted at the time the payment is made, in accordance with the provisions of the Gorokan District Section 7.11 Contributions Plan.

'Section 7.11 contributions may be satisfied by the value of works as part of a "Works in Kind" agreement with Council. Works in kind to be carried out shall be agreed to by Council in writing prior to the payment of the contributions and issue of a construction certificate (related to the works in kind). All such agreements shall be in accordance with Council's policies.'

A copy of the development contributions plan is available for inspection at 2 Hely Street Wyong or on Council's website: [Development Contributions Plans and Planning Agreements | Central Coast Council \(nsw.gov.au\)](#).

- 2.10 Before the issue of a Construction Certificate, the applicant must pay the total contribution payable to Council under this condition. The total contributions are \$1,219.25 as calculated at the date of this consent, in accordance with the Shire Wide District Section 7.11 Contributions Plan.



The full list of itemised contributions, is described in the table below.

Shire Wide Regional Open Space	\$	209.85
Shire Wide Cycleway Network	\$	430.45
Shire Wide Performing Arts & Public Art	\$	485.70
Shire Wide Administration	\$	93.25
Total	\$	1,219.25

The total amount payable may be adjusted at the time the payment is made, in accordance with the provisions of the Shire Wide Section 7.11 Contributions Plan.

A copy of the development contributions plan is available for inspection at 2 Hely Street Wyong or on Council's website: [Development Contributions Plans and Planning Agreements | Central Coast Council \(nsw.gov.au\)](https://www.centralcoast.nsw.gov.au/development-contributions-plans-and-planning-agreements)

3. PRIOR TO ISSUE OF ANY SUBDIVISION WORKS CERTIFICATE

No Conditions

4. PRIOR TO COMMENCEMENT OF ANY WORKS

- 4.1. All conditions under this section must be met prior to the commencement of any works.
- 4.2. Ensure that all parties / trades working on the site are fully aware of their responsibilities with respect to tree protection conditions.
- 4.3. Tree protection is to be as per the recommendations in Section 10, Appendix 3 & 4 of the Arboricultural Impact Assessment, prepared by Michael Shaw Consulting Arborist, dated 15/6/22.
- 4.4. Sign-post fences around Tree Protection Zones to warn of its purpose.
- 4.5. Submit to Council a completed *Notice of Intention to Commence Subdivision, Roads and Stormwater Drainage Works* form with supporting documentation prior to the commencement of any Subdivision Works Certificate works, Roads Act Works Approval works, or Section 68 Local Government Act Stormwater Drainage Works Approval works. These works are not to commence until a pre-commencement site meeting has been held with Council.



- 4.6. Appoint a Principal Certifier for the building work:
- a) The Principal Certifier (if not Council) is to notify Council of their appointment and notify the person having the benefit of the development consent of any critical stage inspections and other inspections that are to be carried out in respect of the building work no later than two (2) days before the building work commences.
 - b) Submit to Council a Notice of Commencement of Building Work form giving at least two (2) days' notice of the intention to commence building work. The forms can be found on Council's website: www.centralcoast.nsw.gov.au
- 4.6. Erect a sign in a prominent position on any work site on which building, subdivision or demolition work is being carried out. The sign must indicate:
- a) The name, address and telephone number of the Principal Certifier for the work; and
 - b) The name of the principal contractor and a telephone number at which that person can be contacted outside of working hours; and
 - c) That unauthorised entry to the work site is prohibited.
 - d) Remove the sign when the work has been completed.

5. DURING WORKS

- 5.1. All conditions under this section must be met during works.
- 5.2. Trees to be removed to accommodate for the development as specified in the Arboricultural Impact Assessment Report By Michael Shaw Consulting Arborist on the 16/6/22.
- 5.3. Ensure a qualified arborist (AQF 5) is on-site to oversee the works in relation to tree protection measures during critical stages of construction.
- 5.4. Activities generally excluded from the Tree Protection Zone, but not limited to:
- Machine excavation, trenching, material storage, prepare chemicals or cement, park, refuel, dump waste, wash down, fill or change soil level.
- 5.5. Arrange with the relevant service provider / Authority (eg. Ausgrid, Jemena, NBN or other communications provider) for the supply of services concurrently with the engineering works required by this consent. Arrangements must include, where required, any relocation of existing mains and services, and dedication of easements for mains and services.

- 5.6. The principal certifier must ensure that building work, demolition or vegetation removal is only carried out between:

7.00 am and 5.00 pm on Monday to Saturday.

The principal certifier must ensure building work, demolition or vegetation removal is not carried out on Sundays and public holidays, except where there is an emergency.

Unless otherwise approved within a construction site management plan, construction vehicles, machinery, goods or materials must not be delivered to the site outside the approved hours of site works.

Note: Any variation to the hours of work requires Council's approval.

- 5.7. While demolition or building work is being carried out, all such works must cease immediately if a relic or Aboriginal object is unexpectedly discovered. The applicant must notify the Heritage Council of NSW in respect of a relic and notify the Secretary of the Department of Planning, Industry and Environment and the Heritage Council of NSW in respect of an Aboriginal object. Building work may recommence at a time confirmed by either the Heritage Council of NSW or the Secretary of the Department of Planning, Industry and Environment.

In this condition:

"relic" means any deposit, artefact, object or material evidence that:

- (a) relates to the settlement of the area that comprises New South Wales, not being Aboriginal settlement, and
- (b) is of State or local heritage significance; and

"Aboriginal object" means any deposit, object or material evidence (not being a handicraft made for sale) relating to the Aboriginal habitation of the area that comprises New South Wales, being habitation before or concurrent with (or both) the occupation of that area by persons of non-Aboriginal extraction and includes Aboriginal remains. To ensure the protection of objects of potential significance

- 5.8. Implement and maintain all erosion and sediment control measures at or above design capacity for the duration of the construction works and until such time as all ground disturbed by the works has been stabilised and rehabilitated so that it no longer acts as a source of sediment.
- 5.9. Keep a copy of the stamped approved plans on-site for the duration of site works and make the plans available upon request to either the Principal Certifier or an officer of Council.
- 5.10. While building work is being carried out, the applicant must undertake the development strictly in accordance with the commitments listed in the BASIX certificate(s) approved by this consent, for the development to which the consent applies.
- 1.1 Re-use, recycle or dispose of all building materials during the construction phase of the development in accordance with the Waste Management Plan submitted with the development application.

6. PRIOR TO ISSUE OF ANY OCCUPATION CERTIFICATE



- 6.1. All conditions under this section must be met prior to the issue of any Occupation Certificate.
- 6.2. Complete construction of the stormwater management system in accordance with the Stormwater Management Plan and Australian Standard AS 3500.3-*Stormwater drainage systems*. Certification of the construction by a suitably qualified consultant must be provided to the Principal Certifier.
- 6.3. Complete construction of all works within the road reserve in accordance with the Roads Act Works Approval. Completion of works includes the submission and acceptance by Council of all work as executed drawings plus other construction compliance documentation and payment of a maintenance/defects bond to Council in accordance with Council's Fees and Charges.
- 6.4. Repair any damage to Council's infrastructure and road reserve as agreed with Council. Damage not shown in the dilapidation report submitted to Council before the development works had commenced will be assumed to have been caused by the development works unless the Developer can prove otherwise.
- 6.5. Complete the civil engineering works within the development site in accordance with the detailed design drawings and design reports plans within the construction certificate.
- 6.6. Obtain the Section 307 Certificate of Compliance under the *Water Management Act 2000* for water and sewer requirements for the development from Central Coast Council as the Water Supply Authority, prior to issue of the Occupation Certificate.
- 6.7. Complete all works associated with DA/1488/2022.
- 6.8. Complete the landscaping in accordance with the approved landscape plan.

7. PRIOR TO ISSUE OF ANY SUBDIVISION CERTIFICATE

- 7.1. All conditions under this section must be met prior to the issue of any Subdivision Certificate.
- 7.2. Submit to the Council/Principal Certifier certification prepared by a Registered Surveyor certifying that all construction has been affected within the appropriate property, easement boundaries and rights of carriageway. The certification must be accompanied by a copy of the proposed subdivision plan, with the distances from the boundaries to the edges of these structures endorsed in red and signed by the surveyor.
- 7.3. Construct any additional civil works, where required by Council, to ensure satisfactory transitions to existing site formations and pavements where designs contained in the Roads Act Works Approval and/or the Subdivision Works Certificate do not adequately address transition works.
- 7.4. Include on the Deposited Plan (DP) an Instrument under the *Conveyancing Act 1919* for the following restrictive covenants; with Council having the benefit of these covenants and having sole authority to release and modify. Wherever possible, the extent of land affected by these covenants must be defined by bearings and distances shown on the plan. The plan and instrument must:
 - a) Create a right of access and an easement for services over those areas of common use and supporting requirements.



Note: Standard wording, acceptable to Council, for covenants can be obtained by contacting Council Subdivision Certificate Officer.

8.. PRIOR TO OCCUPATION OF THE MANUFACTURED HOME

No Conditions

9. ONGOING

No Conditions

10. PENALTIES

Failure to comply with this development consent and any condition of this consent may be a **criminal offence**. Failure to comply with other environmental laws may also be a **criminal offence**.

Where there is any breach Council may without any further warning:

- Issue Penalty Infringement Notices (On-the-spot fines);
- Issue notices and orders;
- Prosecute any person breaching this consent, and/or
- Seek injunctions/orders before the courts to retain and remedy any breach.

Warnings as to Potential Maximum Penalties

Maximum Penalties under NSW Environmental Laws include fines up to \$1.1 Million and/or custodial sentences for serious offences.



ADVISORY NOTES

- Discharge of sediment from a site may be determined to be a pollution event under provisions of the *Protection of the Environment Operations Act 1997*. Enforcement action may commence where sediment movement produces a pollution event.
- The following public authorities may have separate requirements in the following aspects:
 - a) Australia Post for the positioning and dimensions of mail boxes in new commercial and residential developments
 - b) Jemena Asset Management for any change or alteration to the gas line infrastructure
 - c) Ausgrid for any change or alteration to electricity infrastructure or encroachment within transmission line easements
 - d) Telstra, Optus or other telecommunication carriers for access to their telecommunications infrastructure
 - e) Central Coast Council in respect to the location of water, sewerage and drainage services.
- Carry out all work under this Consent in accordance with SafeWork NSW requirements including the *Workplace Health and Safety Act 2011 No 10* and subordinate regulations, codes of practice and guidelines that control and regulate the development industry.
- Dial Before You Dig

Underground assets may exist in the area that is subject to your application. In the interests of health and safety and in order to protect damage to third party assets please contact Dial Before You Dig at www.1100.com.au or telephone on 1100 before excavating or erecting structures. (This is the law in NSW). If alterations are required to the configuration, size, form or design of the development upon contacting the Dial Before You Dig service, an amendment to the development consent (or a new development application) may be necessary. Individuals owe asset owners a duty of care that must be observed when working in the vicinity of plant or assets. It is the individual's responsibility to anticipate and request the nominal location of plant or assets on the relevant property via contacting the Dial Before You Dig service in advance of any construction or planning activities.

Certificate in respect of insurance for residential building work

Policy No:

Policy Date:

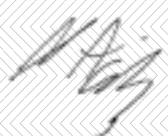
A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under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

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period
In respect of	
Description of construction as advised by builder^	
At	
Site plan number^	
Site plan type^	
Homeowner	
Carried out by	
Licence number	
Builder job number^	
Contract amount^	
Contract date^	
Premium paid	
Cost of additional products or services under contract	Nil - no additional services
Price (including GST and Stamp Duty) Note: The total price does not include any brokerage or other costs to arrange the insurance contract.	

^Additional information

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

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



Certificate No:

Issued on:

Nathan Agius, General Manager, Underwriting IfNSW & HBCF
Signed on behalf of the insurer

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

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



FOLIO: 313/811109

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/3/2022	1:10 PM	4	18/3/2022

LAND

LOT 313 IN DEPOSITED PLAN 811109
AT GOROKAN
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF MUNMORAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP811109

FIRST SCHEDULE

DARREN NOEL SMITH
FIONA MAREE ELLIS
AS JOINT TENANTS IN 50/100 SHARE
MACQUARIE RICHMOND PTY LIMITED
IN 50/100 SHARE
AS TENANTS IN COMMON (T AR971637)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B453074 LAND EXCLUDES MINERALS
- 3 EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:
 - DP740657 -TO DRAIN WATER 3 WIDE & VARIABLE
 - DP740657 -TO DRAIN WATER 5 WIDE
 - DP805711 -TO DRAIN WATER 2 WIDE
 - DP807081 -TO DRAIN WATER 2 WIDE & VARIABLE
- 4 DP811109 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

D.P.S. 1.1.09

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

LENGTHS ARE IN METRES (Sheet 2 of 2 Sheets)

PART II (continued)

PLAN: DP 811109

Subdivision of lot 249
D.P. 689199 and lot 1
D.P. 821147 covered by Council
Clerk's Certificate No.

Full name and address of
proprietor of the land.

TOMAR PTY LIMITED of
281 George Street
Sydney.

Terms of restriction on use firstly referred to in
above-mentioned plan (continued).

(d) No main building or other improvement shall be erected on any lot burdened except of entirely new materials but no exception will be taken to the use of clean sandstone bricks or clean natural stone building blocks which are not new. In respect of any building otherwise complying with these restrictions which have been erected for not less than three years without objection by any person entitled to object this restriction shall be deemed to have been complied with.

(e) No lot burdened shall be used for other than residential purposes. (f) No main building shall be erected or permitted to remain on any lot burdened unless the sewage or surface water of any kind is directed by a pipe system to the sewer.

(g) While ever Tomar Pty Limited or its assigns other than purchasers on sale is the owner of any lot burdened to divide it from fence shall be erected on the consent of Tomar Pty Limited or its assigns other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to Tomar Pty Limited or its assigns and in favour of any person dealing with a transferee from Tomar Pty Limited or its assigns administrators or assigns and such consent shall be deemed to have been given in respect of every fence for the time being erected.

Name of person or authority whose consent is required to release vary or modify the restriction firstly referred to in the above mentioned plan.

TOMAR PTY LIMITED

THE COMMON SEAL OF
TOMAR PTY LIMITED was hereunto
affixed pursuant to a resolution
of the Board of Directors in the
presence of:



[Signature]
Director.

[Signature]
Secretary.

*5. Given by the Mining Special Administrator
to the Chief Clerk of the Registrar
of Instruments on 23 Nov 1992 at the Office of the Registrar
of Instruments, Level 33 43 119 927*

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day, 12th July, 1991



REGISTERED 11.7.1991

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

LENGTHS ARE IN METRES (Sheet 1 of 2 Sheets)

PART I

PLAN: DP 811109

Subdivision of lot 249
D.P. 689199 and lot 1
D.P. 821147 covered by Council
Clerk's Certificate No.

Full name and address of
proprietor of the land.

TOMAR PTY LIMITED of
281 George Street
Sydney.

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

Restriction on use.

Schedule of lots etc. affected.

Lots burdened.

Lots, Name of Road or
Authority benefited.

Each lot

Each and every other lot.

PART II

Terms of restriction on use firstly referred to in
above-mentioned plan.

(a) No building shall be erected or be permitted to remain on lot burdened having external walls of materials other than brick stone glass or natural timbers but this restriction shall not apply to infill panels and gable ends in a building having external walls of brick stone glass natural timbers or a combination of these materials where the total area of the infill panels and gable ends does not exceed 25% of the total area of all external walls of the building.

(b) No earth alone gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure. No lot shall be permitted to appear or remain in an excavated or quarried state.

(c) No advertisement, sign or similar structure shall be erected or permitted to remain erected on any lot burdened and neither any building erected thereon shall be used for the display of any advertisement sign or notice except as may be permitted in writing by the Registrar or the Registrar General or to the inspection of any such building as a display home.

REGISTERED 11.7.1991

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day, 12th July, 1991



REC'D - 6 JAN 1927 10:14



B453074N



ALBERT HAMLYN WARNER of Sydney, Esquire

Handwritten signature
B-1-27
(herein called transferror)

A 23 12 26 S

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of TWO THOUSAND NINE HUNDRED POUNDS

£2900: 0. (the receipt whereof is hereby acknowledged) paid to me by

ARCHIBALD EDWARD TUDEHOPE of Sydney, Sales Manager

B 453074

(herein called transferee)

do hereby transfer to the said transferee ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

(a)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Northumberland	Munmorah	part, and being the land as shown on Surveyor's Plan annexed hereto and marked "A".	2878	191

And the transferee covenants with the transferror EXCEPTING AND ALWAYS RESERVING OUT OF THESE PRESENTS and the transfer hereby made unto the said Albert Hamlyn Warner and his transferees all mines veins and seams of coal and other mines and minerals of every description lying within or under the piece of land hereby transferred or any part or parts thereof respectively with full liberty power and authority for the said Albert Hamlyn Warner and his transferees and his or their lessees agents and workmen and every or any other person or persons by his or their order or permission at any time or times and from time to time to search for get win take cart and carry away the said excepted mines and minerals or any of them or any part or parts thereof and to do all things necessary for effectuating all or any of the purposes aforesaid but without entering upon the surface of the said land or any part thereof and so as not to disturb the said surface or any part thereof by or in consequence of underground working.

ENCUMBRANCES, &c., REFERRED TO:

PLAN REFILED IN PLAN ROOM AS F.P. 179436

Signed at Sydney the 15th day of December 1926
Signed in my presence by the transferror

Albert Hamlyn Warner
Transferror

WHO IS PERSONALLY KNOWN TO ME
K. S. Swainson

Signed
Stephen Joseph Swainson

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

Signed in my presence by the transferee

A. E. Tudehope
Transferee

WHO IS PERSONALLY KNOWN TO ME
K. S. Swainson

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.
N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.
No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

CONSENT OF MORTGAGEE.

I, AUSTRALIAN MUTUAL PROVIDENT SOCIETY mortgagee under Mortgage No. B240276
 release and discharge the land comprised in the within transfer from such mortgage and all claims
 thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised
 in such mortgage.

Dated at Sydney this 15th day of December 1926
 Signed in my presence by THE COMMON SEAL of AUSTRALIAN MUTUAL PROVIDENT SOCIETY
 WAS hereunto affixed at a duly convened Board Meeting in the presence of :-

R. W. Pearce Mortgagee.
R. S. Beach
[Signature]

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.¹

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.¹

Signed at _____ the _____ day of _____ 1926
 Signed at the place and on the date above-mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.²

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

MEMORANDUM OF TRANSFER of

24.2 Acres, 1 roods, 27 perches.
 Lots 10.1 to 10.8 incl + pt lot 100 m
 S.P. 7527 + land adjoining
 Shire of _____
 Municipality of _____
 Parish of _____ County of _____
 (Excepting + reserving mines + c)
 Archibald Edward Tudehope Transferree.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.		
Nature.	No.	Reg'd Propr., M't'gor, etc.
<i>[Signature]</i>		

Particulars entered in Register Book, Vol. 3378 Fol. 171

the 24th day of January 1927
 at _____ minutes 3 o'clock in the afternoon.

[Signature]
 Registrar General

B 453074

PROGRESS RECORD.

	Initials.	Date.
1. Sent to Survey Branch	<i>[Signature]</i>	7.1
2. Received from Records	<i>[Signature]</i>	7.1
3. Draft written	<i>[Signature]</i>	7.1.27
4. Draft examined	<i>[Signature]</i>	15.1.27
5. Diagram prepared	<i>[Signature]</i>	20.1.27
6. Diagram examined	<i>[Signature]</i>	22.1
7. Draft forwarded		
8. Sign. of engrossers		
9. Cancellation Clerk		
28 JAN. 1927		
VOL. 3962 FOL. 169		
Diagram Fees	2/6	£a
Additional Folios		

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

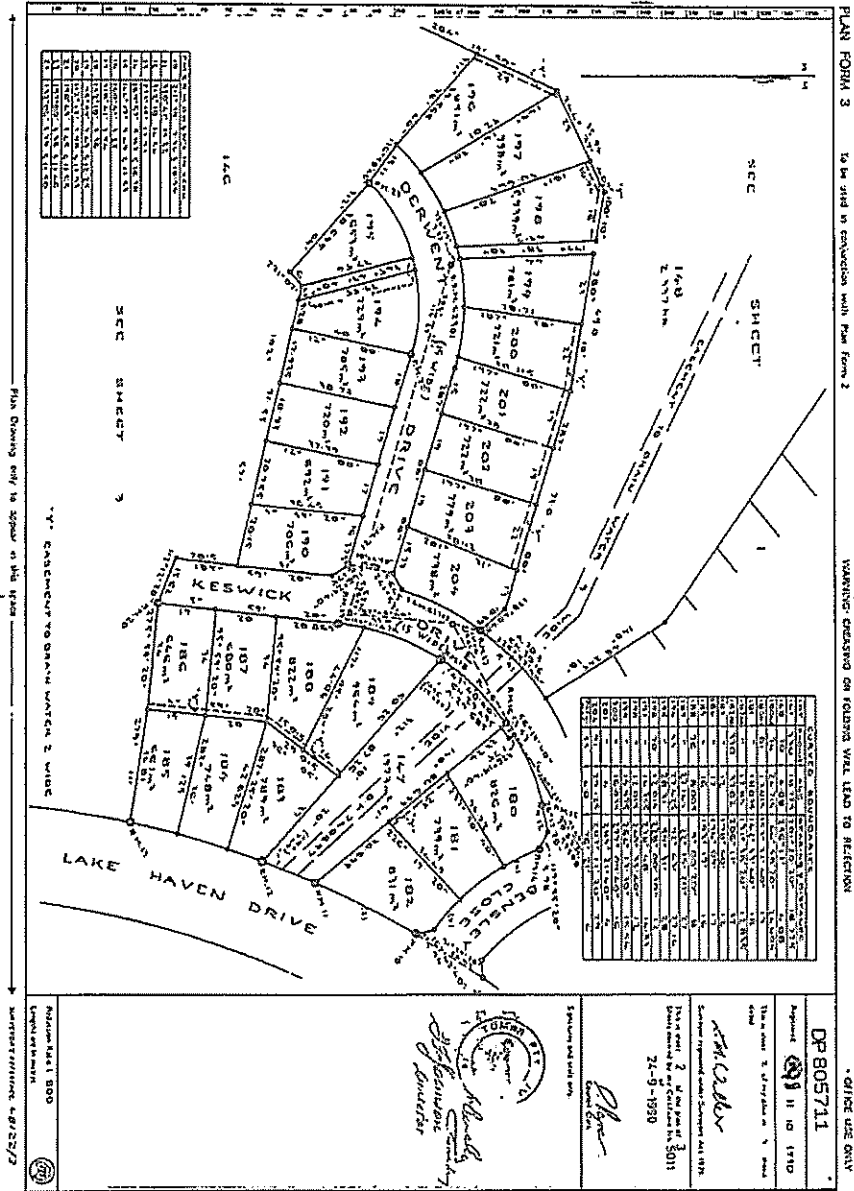
If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

delegated under the Trustees Delegation Powers Act, 1915, the Execution of the (War Facilities) Act 1917.

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

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

2



This certificate is a photocopy made as a permanent record of a document in the custody of the Registrar General's Office, 12th October, 1992.



INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS
 ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
 SECTION 89B CONVEYANCING ACT 1915.

(Sheet 1 of 5 Sheets)

LENGTHS ARE IN METRES

PART I

PLAN: DP80571.1
 Subdivision of Lot 8 in
 Deposited Plan 72315
 covered by Council Grant's
 Certificate No. 5911 of 24.9.70

PLAN: DP80571.1
 Subdivision of Lot 8 in
 Deposited Plan 72315
 covered by Council Grant's
 Certificate No. 5911 of 24.9.70

Full name and address of
 proprietor of the land.
 TOWAN PTY LIMITED of
 283 George Street
 Sydney.

Easement to drain water 2 wide.

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

Schedule of Lots etc. affected.

Lots burdened

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

Lot's, Name of Road or
 Authority Benefitted.
 164 and 165
 164,165 and 166
 164,165,166 and 167
 178,172,173 and 174
 176
 175,177 and 179
 179 and 182
 182 and 186
 146,186 and 187
 146,186,187 and 188
 146 and 196
 197
 199 and 200
 199 and 201, 203 and 204
 204

2. Identity of easement or
 restriction secondarily
 referred to in above-mentioned
 plan.

Schedule of Lots etc. affected

Lot's, Name of Road or
 Authority Benefitted.
 151
 152
 153
 154
 155

154
 151

REGISTERED 11.10.1990

AB

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

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS
 ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
 SECTION 89B CONVEYANCING ACT 1915.

(Sheet 3 of 5 Sheets)

LENGTHS ARE IN METRES

PART II

PLAN: DP80571.1
 Subdivision of Lot 8 in
 Deposited Plan 72315
 covered by Council Grant's
 Certificate No. 5911 of 24.9.70

PLAN: DP80571.1
 Subdivision of Lot 8 in
 Deposited Plan 72315
 covered by Council Grant's
 Certificate No. 5911 of 24.9.70

Full name and address of
 proprietor of the land.
 TOWAN PTY LIMITED of
 283 George Street
 Sydney.

Terms of easement directly referred to in above-mentioned plan.

An easement to drain water within the meaning of Part III of
 the Conveyancing Act 1915 (hereinafter referred to as "the
 easement") shall be created in favour of the lot(s) indicated
 in the Schedule of Lots etc. affected in Part I of this
 instrument and the proprietor(s) of the lot(s) so indicated
 shall be entitled but not obliged to carry out any necessary
 repairs, maintenance or replacement of the drainage pipes or
 structures and recover the cost of so doing from the registered
 proprietor(s) from time to time of the lots benefited who shall
 be jointly and severally liable thereto.

Terms of easement secondarily referred to in above-mentioned plan.
 Right of Carriageway within the meaning of Schedule VIII
 of the Conveyancing Act 1915
 The right of way herein indicated as the dominant
 tenement or any part thereof with which the right shall be
 capable of enjoyment, and every person authorized by him,
 from time to time and at all times to carry, lay out, construct,
 erect, install, carry, maintain and use through, above, on, pipes,
 under the servient tenement all drains, pipes, conduits, gutters,
 wires or other equipment and materials necessary to provide and
 carry all or any of water, electric power, gas, steam, or
 telephone and/or other services to and from the said
 dominant tenement, PROVIDED THAT the said drains, pipes, conduits,
 gutters, wires and other equipment and materials shall be
 laid in such position as to cause as little interference as
 possible with the rights of the grantee and every person authorized
 by him, with any tools, implements or machinery necessary for the
 purpose to enter upon the servient tenement and to remain there for
 any reasonable time for the purpose of laying, inspecting,
 cleaning, repairing, maintaining or renewing, improving and
 part thereof to such extent as may be required and the grantee and
 grantee and the persons authorized by him shall take all reasonable
 precautions of the servient tenement and/or also access to the
 dominant tenement and will restore without delay that surface
 as near as practicable to its original condition.

REGISTERED 11.10.1990

AB

This negative is a photograph made as a permanent
 record of a document in the custody of the
 Registrar General this day, 12th October, 1990



2

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

LENGTHS ARE IN METRES (Sheet 2 of 5 Sheets)

PART 1(continued)

PLAN: DP 805711

Subdivision of Lot 8 in
 Deposited Plan 772015
 covered by Council Clerk's
 Certificate No. 591 of 20.1.90

Full name and address of
 proprietor of the land.

TOVAR PTY LIMITED of
 283 George Street
 Sydney.

3. Identity of easement or
 restriction chiefly
 referred to in above-mentioned
 plan.

Restriction on use.

Schedule of Lots etc. affected.

Lots burdened.

Lots, Name of Road or
 Authority benefited.

Each lot excluding
 lots 146,147,148 and 149

Each and every other lot.

4. Identity of easement or
 restriction chiefly
 referred to in above-mentioned
 plan.

Restriction on use.

Schedule of Lots etc. affected.

Lots burdened.

Lots, Name of Road or
 Authority benefited.

150,151,152 and 182

Myung Shire Council.

REGISTERED 11.10.1990

AG

10	20	30	40	50	60	70	80	90	100
Table of Plan									

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

LENGTHS ARE IN METRES (Sheet 4 of 5 Sheets)

PART 1(continued)

PLAN: DP 805711

Subdivision of Lot 8 in
 Deposited Plan 772015
 covered by Council Clerk's
 Certificate No. 591 of 20.1.90

Full name and address of
 proprietor of the land.

TOVAR PTY LIMITED of
 283 George Street
 Sydney.

Terms of restriction chiefly referred to in above-mentioned plan.

(a) No building shall be erected or be permitted to remain on any lot burdened having external walls of materials other than brick stone glass or natural timber and in construction shall not apply to the roof of the building and in a combination of these materials where the total area of the infill panels and gable ends does not exceed 25% of the total area of all external walls of the building.

(b) No earth stone gravel or green shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure. No lot shall be permitted to appear or remain in an excavated or quarried state.

(c) No advertisement signs or similar structures shall be erected on any lot burdened to remain erected on any lot burdened and neither any lot burdened nor any building erected thereon shall be used for the display of any advertisement sign or notice except such as may relate solely to the selling or letting of the lot or any building thereon or to the inspection of any such building as a display case.

(d) No main building or other improvement shall be erected on any lot burdened except of entirely new materials and no extension will be taken to the use of existing materials. No extension of natural stone building shall be taken in respect of any building erected for not less than three years without objection by any person entitled to object this restriction shall be deemed to have been complied with.

(e) No lot burdened shall be used for other than residential purposes. (2) No main building shall be erected or permitted to remain on any lot burdened unless the sewage or sullage water of any kind is discharged by a pipe system to the sewer.

(g) No fence over four feet high or its sections other than purchasers fence shall be erected on any lot adjoining any lot burdened or its assigns other than purchaser on sale but such consent shall not be withheld if such fence is erected without expense to the purchaser and in favour of any person dealing with a transferee from the purchaser or its executors administrators or assigns and such consent shall be deemed to have been given in respect of every fence for the time being erected.

REGISTERED 11.10.1990

AG

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INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT 1933.

LENGTHS ARE IN METRES (Sheet 5 of 5 sheets)

PART 11(continued)

PLANS: DP/0805711 1
Subdivision of Lot 8 in
Repositing Plan 77311L
covered by Council Order's
Certificate No. 301 of 24.9.95

Full name and address of
proprietor of the land.

TOWNS PTY LIMITED of
283 George Street
Sydney.

Terms of restriction fourthly referred to in above-mentioned plan.

No building, fencing, gate, pathway or other structure or accessway
shall be erected or be permitted to remain erected or allowed to
exist on any lot burdened such that direct access is allowed to be
effected from those parts of Lake Haven Drive to which the lots
burdened are adjacent.

Name of person of authority whose consent is required to release any or
readily the restriction thirdly referred to in the above mentioned plan.

TOWNS PTY LIMITED

THE COMMON SEAL OF
TOWNS PTY LIMITED was hereunto
affixed pursuant to a resolution
of the Board of Directors in the
presence of:



Stephen Johnson
Director

A. Brown
Secretary

REGISTERED 11.10.1990

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Registrar General this day, 11th October, 1990



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



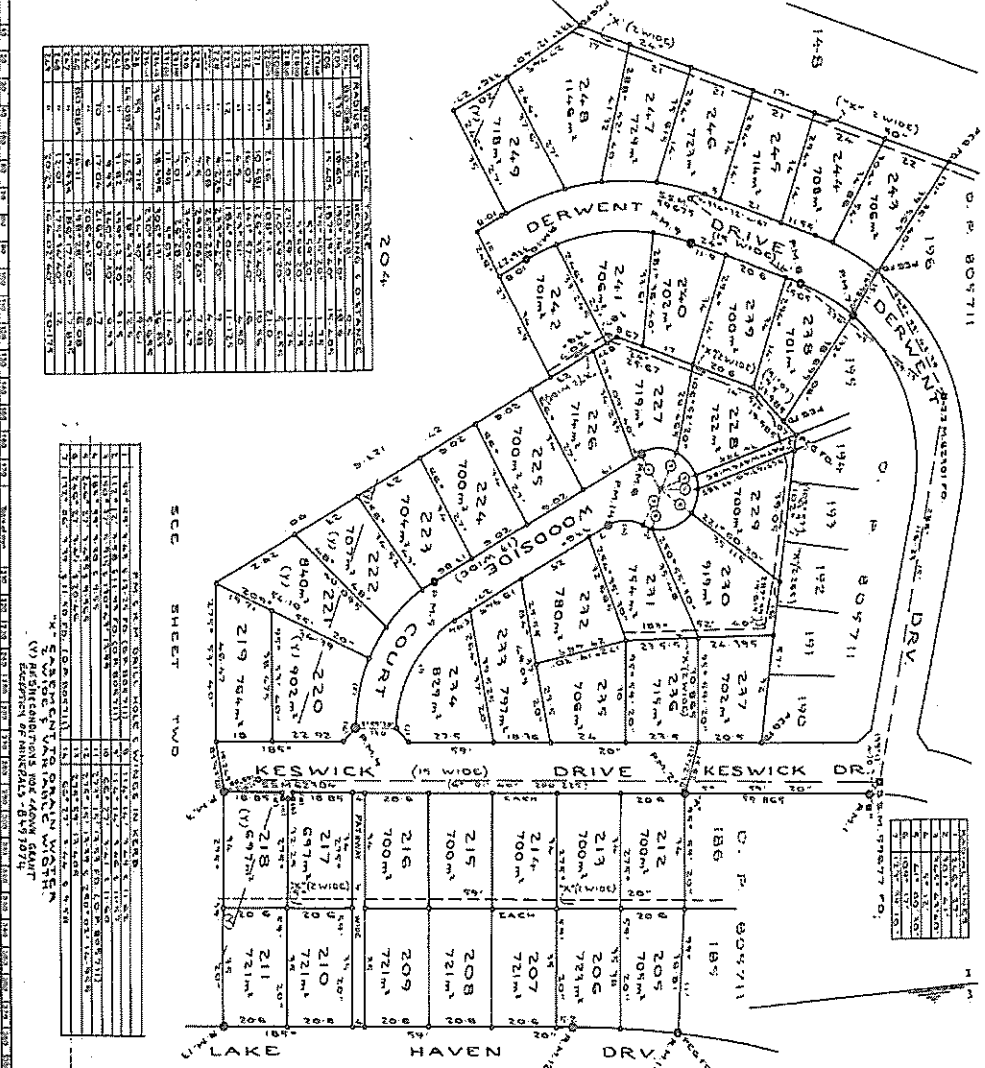
PLAN FORM 2

Information on this plan is based on information provided by the applicant and is not to be used for any other purpose without the written consent of the Registrar General.

TOMAS LTD
Registered
2311
Director
[Signature]

Consent of the Registrar General
I hereby consent to the registration of this plan on the condition that the applicant shall be responsible for the payment of the fees and charges payable by him in respect of this plan and for the payment of the fees and charges payable by him in respect of the registration of this plan.

Consent of the Registrar General
I hereby consent to the registration of this plan on the condition that the applicant shall be responsible for the payment of the fees and charges payable by him in respect of this plan and for the payment of the fees and charges payable by him in respect of the registration of this plan.



Lot No.	Area (sq. m.)	Area (sq. ft.)
240	700.0	7521.0
239	700.0	7521.0
238	700.0	7521.0
237	700.0	7521.0
236	700.0	7521.0
235	700.0	7521.0
234	700.0	7521.0
233	700.0	7521.0
232	700.0	7521.0
231	700.0	7521.0
230	700.0	7521.0
229	700.0	7521.0
228	700.0	7521.0
227	700.0	7521.0
226	700.0	7521.0
225	700.0	7521.0
224	700.0	7521.0
223	700.0	7521.0
222	700.0	7521.0
221	700.0	7521.0
220	700.0	7521.0
219	700.0	7521.0
218	700.0	7521.0
217	700.0	7521.0
216	700.0	7521.0
215	700.0	7521.0
214	700.0	7521.0
213	700.0	7521.0
212	700.0	7521.0
211	700.0	7521.0
210	700.0	7521.0
209	700.0	7521.0
208	700.0	7521.0
207	700.0	7521.0
206	700.0	7521.0
205	700.0	7521.0
204	700.0	7521.0

PLAN FORM 2
This register is a photograph made at a permanent record of a document in the custody of the Registrar General this day, 14th December, 1990.



PLAN FORM 2
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INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS
 ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
 SECTION 88B CONVEYANCING ACT 1919.

LENGTHS ARE IN METRES (Sheet 1 of 3 Sheets)

PART 1

PLAN: DP807081
 Full name and address of Proprietor of the land:
 Subdivision of Lot 146 in Deposited Plan 885711 covered by Council Clerk's Certificate No. 5072 OF 21-11-90
 TOMAR PTY LIMITED of 871 George Street Sydney.

1. Identity of easement or restriction firstly referred to in abovementioned plan.
 Easement to drain water 2 wide and variable width.

Schedule of Lots etc. affected.

Lots burdened	Lots, Name of Road or Authority benefited.
212	217 to 218 Inclusive & 204
213	211 to 218 Inclusive & 204
214	211 to 218 Inclusive & 204
215	211 to 218 Inclusive & 204
216	211 to 218 Inclusive & 204
217	211 to 218 Inclusive & 204
218	204
227	241, 242 & 204
228	227, 231, 242 & 204
229	231 & 232
230	232
231	242 & 204
241	204
242	204
243	204
244	204
245	246 to 248 Inclusive & 204
246	246 to 248 Inclusive & 204
247	247, 248 & 204
248	248 & 204

2. Identity of easement or restriction secondly referred to in abovementioned plan.
 Restriction on use.

Schedule of Lots etc. affected.

Lots burdened. Lots, Name of Road or Authority benefited.
 Each and every other lot.

[Signature]

[Signature]

REGISTERED 6-12-90

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS
 ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
 SECTION 88B CONVEYANCING ACT 1919.

LENGTHS ARE IN METRES (Sheet 3 of 3 Sheets)

PART II (continued)

PLAN: DP807081
 Full name and address of Proprietor of the land:
 Subdivision of Lot 146 in Deposited Plan 885711 covered by Council Clerk's Certificate No. 5072 OF 21-11-90
 TOMAR PTY LIMITED of 283 George Street Sydney.

(e) No lot burdened shall be used for other than residential purposes.
 (f) No main building shall be erected or permitted to remain on any lot burdened unless the sewage or saluage water of any kind is directed by a pipe system to the sewer.

(g) While ever Tomar Pty Limited or its assigns other than purchasers on sale is the owner of any land adjoining any lot burdened no fence shall be erected on any lot burdened to divide it from such adjoining land without the consent of Tomar Pty Limited or its assigns. If such consent is not given, the fence shall not be withheld if such consent shall be given in favour of Tomar Pty Limited or its assigns and in favour of the executors administrators or assigns and such consent shall be deemed to have been given in respect of every fence for the time being erected.

Name of person of authority whose consent is required to release vary or modify the restriction secondly referred to in the above mentioned plan.
 TOMAR PTY LIMITED

THIS COMMON SEAL of TOMAR PTY LIMITED was hereunto affixed in the presence of the Board of Directors in the presence of:



[Signature]
 Secretary

REGISTERED 6-12-90

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INCUMBRANCE, EASEMENTS, CURTAINS OF EASEMENT AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT 1919.

LENGTHS ARE IN METRES

(Sheet 2 of 3 Sheets)

PLAN: *D.P. 807081*

Subdivision of Lot 146 in
Deposited Plan 895711
Covered by Council Clerk's
Certificate No. 7092 of 29-11-90

Full name and address of
proprietor of the land.

TOWBAR PTY LIMITED of
283 George Street
Sydney.

PART II

Terms of easement to drain water firstly referred to in
above-mentioned plan.

An easement to drain water within the meaning of Part III of
Schedule VII to the Conveyancing Act 1919 PROVIDED THAT the
Schedule VII to the Conveyancing Act 1919 shall not apply to any lot burdened
by this easement. (a) The easement shall be in favour of the lot benefited
and shall be entitled to be exercised by the proprietor of the lot benefited
repairs maintenance or replacement of the drainage pipes or
structures and recover the cost of so doing from the registered
proprietor(s) from time to time of the lots benefited who shall
be jointly and severally liable thereto.

Terms of restriction on use secondly referred to in
above-mentioned plan.

(a) No building shall be erected or be maintained to remain on
any lot burdened having external walls of masonry or other
than brick, stone glass or natural timbers but this restriction
shall not apply to infill panels and gable ends in a building
having external walls of brick, stone glass, natural timbers or
a combination of these materials where the total area of the
infill panels and gable ends does not exceed 25% of the total
area of all external walls of the building.

(b) No earth stone gravel or trees shall be removed or excavated
from any lot burdened except where such removal or excavation
is necessary for the erection of a building or structure. No
excavation shall be permitted to spread or remain in an excavated or
quarried area.

(c) No advertisement awning sign or similar structure shall be
erected or permitted to remain erected on any lot burdened and
neither any lot burdened nor any building erected thereon shall
be used for the display of any advertisement or sign except
except such as may fall solely to the selling or letting of
the lot or any building thereon or to the inspection of any
such building as a display home.

(d) No main building or other improvement shall be erected on any
lot burdened or be maintained to remain erected on any lot burdened
will be taken to the use of any main building or other improvement
natural stone building blocks which are not new. In respect of
any building otherwise complying with these restrictions which
have been erected for not less than three years without
objection by any person entitled to object this restriction
shall be deemed to have been complied with.

[Handwritten signature]
6-12-90

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record of a document in the custody of the
Registrar General this day, 14th December, 1990

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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Experts In Conveyancing
PO Box 3572
WAMBERAL NSW 2260

SECTION 10.7(2) PLANNING CERTIFICATE

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

Fee Paid: \$69.00

Receipt No:

Receipt Date: 29 August 2024

Property Address: 6 Lyle Street, LAKE HAVEN NSW 2263

Property Description: Lot 313 DP 811109

Property Owner: Mr D N Smith and Ms F M Ellis and MacQuarie Richmond Pty Limited

Certificate No: 78050

Reference No: 2562 SMITH:289698

Date of Issue: 30-Aug-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 (Exempt and Complying Development Codes) 2008

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

(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 313 DP 811109

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 land is subject to the Gorokan District Development Contributions Plan.

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

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 WITHIN** a declared Mine Subsidence District under section 20 of the *Coal Mine Subsidence Compensation Act 2017*. Development in a Mine Subsidence District requires approval from Subsidence Advisory NSW. Subsidence Advisory NSW provides compensation to property owners for mine subsidence damage. To be eligible for compensation, development must be constructed in accordance with Subsidence Advisory NSW approval. Subsidence Advisory NSW has set surface development guidelines for properties in Mine Subsidence Districts that specify building requirements to help prevent potential damage from coal mine subsidence.

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 WITHIN** a declared Mine Subsidence District under section 20 of the *Coal Mine Subsidence Compensation Act 2017*. Development in a Mine Subsidence District requires approval from Subsidence Advisory NSW. Subsidence Advisory NSW provides compensation to property owners for mine subsidence damage. To be eligible for

compensation, development must be constructed in accordance with Subsidence Advisory NSW approval. Subsidence Advisory NSW has set surface development guidelines for properties in Mine Subsidence Districts that specify building requirements to help prevent potential damage from coal mine subsidence.

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 <i>TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006</i>
-----------	---

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 <i>LOCAL GOVERNMENT ACT 1993</i> 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

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



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
3 February 2022

Experts In Conveyancing
PO Box 3572
WAMBERAL NSW 2260

Dear Sir/Madam

Property: Lot 313 DP 811109
6 Lyle Street, LAKE HAVEN NSW 2263
Your Reference: 1174 MOUNTFORD:197358

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

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

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

Yours faithfully

M Walsh

M Walsh
Signed on Behalf of Central Coast Council

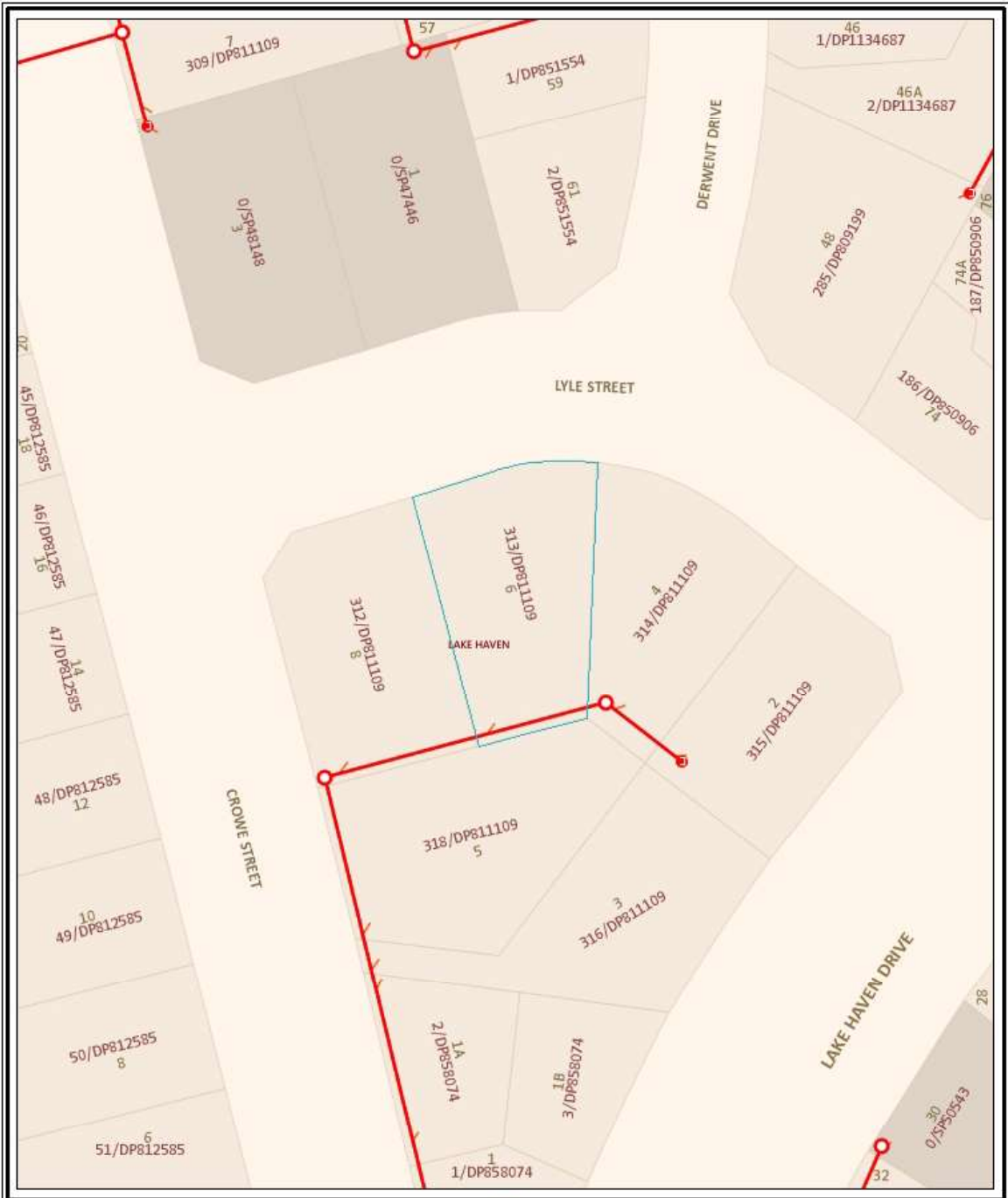
Attach



Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259 | **P** 1300 463 954 **DX 7306**

Gosford Office: 49 Mann St / PO Box 21 Gosford NSW 2250 | **P** 1300 463 954

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



Warning Note for Underground Plant Locations

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

See Cadastre is part of the Digital Cadastre Database supplied by the Land and Property Information (LPI), a division of the Department of Finance and Services. Any person whose legal rights may be affected, or intends to act on any cadastre 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: 03/02/2022

Legend

- Access Chamber
- Deed End
- Lemphole
- 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 Lot