



## SIGNING PAGE

VENDOR	PURCHASER
<p><b>Signed by</b></p>   <p>_____</p> <p>Vendor</p>   <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>   <p>_____</p> <p>Purchaser</p>   <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed by</b> _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>   <p>_____</p> <p>Signature of authorised person</p> <p>_____</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><b>Signed by</b> _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>   <p>_____</p> <p>Signature of authorised person</p> <p>_____</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):  NO  yes

**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:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

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

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

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

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

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

## **2 Deposit and other payments before completion**

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

## **3 Deposit-bond**

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

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

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

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

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

11 MCMAHON AVE COORANBONG NSW 2263

## **SPECIAL CONDITIONS**

### **1 Purchasers warranty re introducing agent**

The Purchaser warrants that he was not introduced to the property or to the Vendor by any Real Estate Agent or other person entitled to claim commission as a result of this sale (other than the Vendor's agent, if any, specified in the Agreement) and the Purchaser shall indemnify the Vendor, against any substantiated claim arising out of any such introduction of the Purchaser and against all claims, costs and expenses of and incidental to the defence and determination of any such claim made against the Vendor. This clause shall not merge on completion.

### **2 Notice to complete**

If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a Notice to Complete making the time for completion essential. Such a Notice shall give not less than 14 days notice after the day immediately following the day on which that Notice is received by the recipient of the Notice. The Notice may nominate a specified hour on the last day as the time for completion. A Notice to Complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.

### **3 Interest**

If the Purchaser shall not complete this purchase by the completion date, without default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase money, an amount calculated as ten per cent (10%) interest on the balance purchase money, computed at a daily rate from the day provided for herein for settlement until and including the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

### **4 Contract complete understanding**

The Purchaser acknowledges that the provisions of this Contract constitute the full and complete understanding between the parties and there is no other understanding, agreement, warranty or representation whether express or implied in any way extending, defining or otherwise relating to the provisions of this Contract or binding on the parties hereto with respect to any matters to which this Contract relates.

### **5 Purchasers acknowledgement re inspection of property**

The Purchaser acknowledge and agrees that the Purchaser buys the property relying on the Purchaser's own knowledge, inspection and enquiries and does not rely on any alleged warranties or representations made by or on behalf of the Vendor. The Vendor makes no representations or warranties as regards the state of repair or otherwise of any fixtures, fittings or inclusions (including electrical equipment being in working order) in which regard the Purchaser relies upon their own inspection and enquiries.. The Purchaser cannot make a claim objection or requisition in respect of the state of repair or condition of the property, improvements or inclusions (including in regard to inclusions any breakdown or fair wear and tear in respect of same occurring after the date of this contract).

### **6 Amendments to contract terms**

The Contract for Sale of Land 2022 edition is amended as follows:

- i) Clause 5.2 is amended by amending the reference to "21 days" to "7 days"
- ii) Clause 7.1.1 is amended by amending the reference to "5%" to "1%"
- iii) Clause 14.4.2 is amended by deleting the words "the person who owned the land owned no other land"
- iv) Clause 14.7 of this Contract is hereby varied by the addition of the following sentence:

“The amounts and figures for water usage furnished by the relevant water rating authority, even if estimated or provisional or based on previous water usage for a corresponding period in the preceding year, shall be conclusive for the purposes of such adjustment”.

- v) Clause 25.1.1 is amended by deleting the word “limited”

## **7 Deposit (where less than 10%)**

Despite any other provision of this contract, if;

- (i) The deposit agreed to be paid (or actually paid) by the Purchaser is less than ten per centum (10%) of the purchase price, and;
- (ii) The Vendor becomes entitled to forfeit the deposit actually paid, the Purchaser will immediately upon demand pay to the Vendor the difference between ten per centum (10%) of the purchase price and the amount actually paid (to the intent that a full ten per centum (10%) of the purchase price is forfeitable by way of deposit upon default).
- (iii) The Purchaser acknowledges that if this clause applies it is because the Vendor has agreed to a lesser deposit only at the Purchaser's request and only on the basis that this clause is included in the contract. The Purchaser acknowledges that the obligation of the Purchaser to make the payment required by this clause is reasonable in the circumstances to protect the genuine interests of the Vendor

## **8 Payment of deposit by instalments**

Notwithstanding clause 2 of this Contract, if a cooling off period applies to this contract, the purchaser may pay the deposit in two (2) installments as follows:

- (i) 0.25% of the agreed purchase price to be paid on or before the date of this Contract: and
- (ii) 9.75% of the agreed purchase price to be paid at any time before 5pm on the fifth (5<sup>th</sup>) business day after the date of which this Contract was made.

## **9 Release of deposit**

Notwithstanding any provision herein to the contrary the Purchaser agrees that the deposit (or part thereof) as paid herein may be released to Vendor for application towards a deposit on the purchase of property by the Vendor **provided always** that upon release the deposit funds shall be paid direct to the trust account of such real estate agent as may be involved in the sale of property to the Vendor (or if no real estate agent is involved then only to the trust account of the solicitor acting for the vendor on the sale to the Vendor herein) and that the deposit shall not be further released.

## **10 Requisitions on Title**

The Purchaser agrees to only raise standard requisitions in the form annexed.

## **11 Vendor disclosure re sewer lines location diagram non-availability**

The vendor discloses and the purchaser acknowledges that **if** the property is serviced by Hunter Water Corporation, Hunter Water Corporation do not provide sewer lines location diagrams (sewer service diagrams) and that they issue only Service Location Plans showing the location of the Corporation's sewer main

The purchaser agrees that no right of rescission, objection, requisition or claim shall arise in this regard.

## **12 Adjustments**

The parties agree to adjust all the usual outgoings including water rates, council rates, strata levies, etc. for settlement however if there is an error in any amounts adjusted the parties agree to correct such error and to reimburse each other following completion.

This clause shall not merge on completion.

13 **If subject to tenancy**

- (i) If the property is sold subject to any tenancy, residential or commercial, the purchaser cannot make a claim for compensation or requisition or rescind or terminate or delay completion if any tenant vacates any part of the property on or before completion.
- (ii) The vendor does not warrant that any lease will be in force at the completion date.
- (iii) The purchaser has satisfied itself about any existing lease.
- (iv) Excluded from the sale are any tenant's fixtures and fittings and the purchaser acknowledges that it relies entirely on its own enquiries in identifying them and cannot make a claim or requisition or delay completion, rescind or terminate in relation to any such items.

14 **If vacant possession with tenant currently in place**

The parties acknowledge that if the property is tenanted and the vendor has agreed to vacant possession, completion is conditional upon vacant possession being provided. It is agreed that completion will take place on the later of:-

- (a) The completion date noted on the front page of the Contract; or
- (b) Three (3) business days after the vendor provides notice that the property is vacant and settlement can take place.

The vendor agrees that the tenant will be given 30 days' notice to vacate once the contract is unconditionally exchanged. It is agreed that if vacant possession cannot be provided within three (3) months from the contract date then either party can serve notice to rescind the contract and the provisions of clause 19 hereof shall apply.

15 **Guarantee and indemnity**

If the purchaser is a company, the directors of the company by executing this contract, are deemed to have also executed the following Deed of Guarantee and Indemnity on the same date as this contract.

**DEED OF GUARANTEE AND INDEMNITY**

- (a) The Vendor has entered into this contract at the request of ..... and ..... (the "guarantor(s)")
- (b) The guarantor(s) unconditionally and irrevocably guarantees to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under the Agreement.
- (c) As a separate undertaking, the guarantor(s) unconditionally and irrevocably indemnifies the Vendor against all liability or loss incurred by the Vendor and any costs, charge or expenses incurred in connection with a breach by the Purchaser of the Agreement not exceeding the purchase price and the interest provided for under the Agreement, it being agreed that it is not necessary for the Vendor to incur expense or make payment enforcing the right of indemnity.
- (d) The guarantor(s) waives any right he or she has of first requiring the Vendor to commence proceedings or enforce any other right against the Purchaser or any other person before claiming under this guarantee and indemnity.

- (e) This guarantee and indemnity is a continuing security and is not discharged by any one payment or any one act.
- (f) The liabilities of the guarantor(s) under this guarantee and indemnity and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in the equity including, but not limited to, one or more of the following:
  - i) the Vendor granting time or other indulgence to, compounding or compromising with or releasing the Purchaser;
  - ii) acquiescence, delay, acts, omissions or mistakes on the part of the Vendor;
  - iii) any novation of a right of the Vendor;
  - iv) any variation of the Agreement; or
  - v) the invalidity or unenforceability of an obligation or liability of a person other than the guarantor(s).
- (g) The guarantor(s) may not, without the consent of the Vendor:
  - i) raise a set off or counter claim available to it or the Purchaser against the Vendor in reduction of its liability under this guarantee and indemnity; or
  - ii) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefits of any security or guarantee held by the Purchaser in connection with the Agreement.
- (h) If a claim that a payment or transfer to the Vendor in connection with the Agreement, or this guarantee and indemnity is void or voidable (including, but not limited to, a claim under laws relating to liquidation, insolvency or protection of creditors) is upheld, conceded or compromised, the Vendor is entitled immediately as against the guarantor(s) to the rights to which it would have been entitled under this guarantee and indemnity if the payment or transfer had not occurred.
- (i) The guarantor(s) agrees to pay or reimburse the Vendor on demand for:
  - i) the Vendor's costs, charges and expenses in making, enforcing and doing anything in connection with this guarantee and indemnity including, but not limited to, legal costs and expenses on a full indemnity basis; and
  - ii) all stamp duties, fees, taxes and charges which are payable in connection with this guarantee and indemnity or a payment, receipt or other transaction contemplated by it.
- (j) It is an essential term of the Contract that the guarantor(s) signs this guarantee.

.....  
Name:  
Director/Secretary

.....  
Name:  
Director/Secretary

## 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 Information Certificate of 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 (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act 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 or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.

- 17.
- (a) 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?
  - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

#### **Affectations/Benefits**

- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
    - (i) whether there are any existing breaches by any party to it;
    - (ii) whether there are any matters in dispute; and
    - (iii) whether the licensor holds any deposit, bond or guarantee.
  - (b) In relation to such licence:
    - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
    - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
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) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 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. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser

- to make any RW payment.
28. 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.
  29. 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.
  30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
  31. The purchaser reserves the right to make further requisitions prior to completion.
  32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



FOLIO: 808/1215384

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SEARCH DATE	TIME	EDITION NO	DATE
6/1/2025	9:33 AM	3	2/9/2018

LAND

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LOT 808 IN DEPOSITED PLAN 1215384  
AT COORANBONG  
LOCAL GOVERNMENT AREA LAKE MACQUARIE  
PARISH OF COORUMBUNG COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP1215384

FIRST SCHEDULE

-----

TRENT ANDREW SMITH  
EMILY SARAH SMITH  
AS JOINT TENANTS (T AK794028)

SECOND SCHEDULE (5 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1215384 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP1215384 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1215384 RESTRICTION(S) ON THE USE OF LAND
- 5 AK794029 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

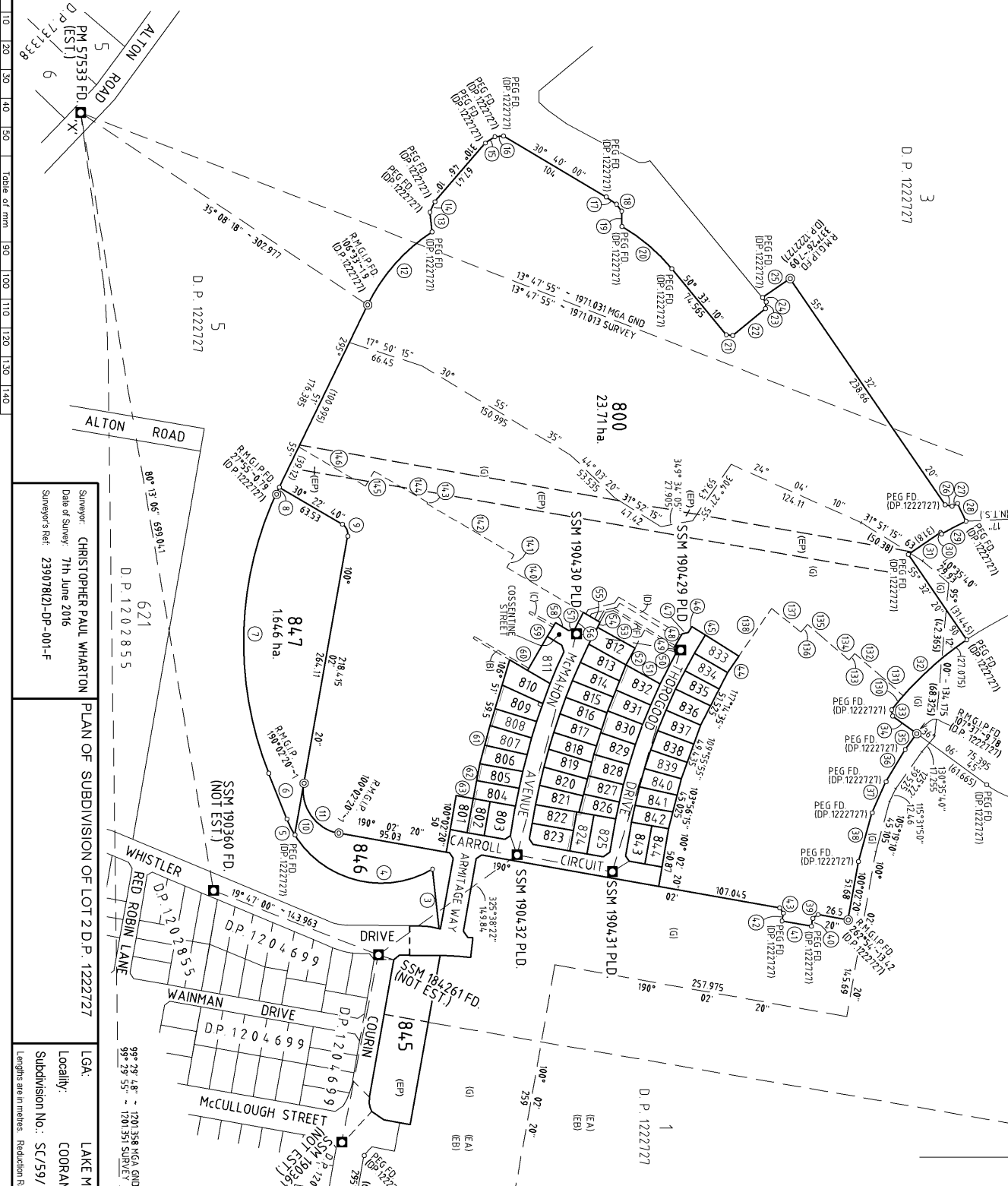
NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

- (B) EASEMENT TO DRAIN WATER 2 WIDE
- (C) EASEMENT TO DRAIN WATER 2 WIDE
- (D) EASEMENT TO DRAIN WATER 4 WIDE
- (E) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 WIDE
- (F) POSITIVE COVENANT
- (EA) BENEFITED BY EASEMENT FOR DRAINAGE OF WATER (D.P. 1206864)
- (EB) BENEFITED BY EASEMENT FOR DRAINAGE OF WATER (D.P. 1206864)
- (EC) RIGHT OF ACCESS 5 WIDE (D.P. 1206864)
- (EP) POSITIVE COVENANT (DP-1182214)
- (EP) POSITIVE COVENANT (DP-1182214)
- (EP) POSITIVE COVENANT (DP-1182214)



CLAUSE 35 (1) (b) AND CLAUSE 61 (2) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
PM 53925	355 894.124	6 342 250.917	B	2	SCANS	SCIMS
PM 57533	355 424.181	6 340 377.058	B	2	SCANS	SCIMS
SM 97094	356 608.841	6 340 178.872	B	2	SCANS	SCIMS
SM 184261	356 112.906	6 340 931.249	-	-	TRAVERSE	FOUND
SM 190360	356 112.906	6 340 456.803	-	-	TRAVERSE	FOUND
SM 190361	356 378.928	6 340 602.179	-	-	TRAVERSE	FOUND
SM 190429	355 888.863	6 340 891.456	-	-	TRAVERSE	PLACED
SM 190430	355 888.788	6 340 806.789	-	-	TRAVERSE	PLACED
SM 190431	356 091.717	6 340 833.910	-	-	TRAVERSE	PLACED
SM 190432	356 077.068	6 340 754.924	-	-	TRAVERSE	PLACED

MGA CO-ORDINATES ADAPTED FROM SCIMS AS AT 20TH MAY 2016.  
 COMBINED SCALE FACTOR 0.999950 ZONE 56

SHORT LINE AND ARC TABLE				SHORT LINE AND ARC TABLE			
LINE	BEARING	DISTANCE	ARC RADIUS	LINE	BEARING	DISTANCE	ARC RADIUS
1	267°28'40"	52.315	-	21	5°33'10"	5.655	-
2	135°56'30"	123.62	136.85	22	320°33'10"	37	-
3	63°17'10"	15.57	15.59	23	275°33'10"	5.655	-
4	248°19'50"	42.855	-	24	220°33'10"	5.655	-
5	92°05'50"	248.665	255.945	25	325°32'20"	28.23	-
6	285°51'55"	0.37	-	26	192°26'50"	6.26	-
7	245°42'20"	11.42	12.16	27	153°48'20"	5.275	-
8	100°02'20"	45.695	58.905	28	62°11'40"	17	-
9	55°02'20"	53.035	58.905	29	152°25'05"	26.11	-
10	131°24'05"	84.905	85.955	30	55°32'20"	15.4	-
11	264°00'55"	17.18	-	31	145°32'20"	34	-
12	295°05'25"	10	-	32	137°03'55"	89.32	89.655
13	325°42'40"	10	-	33	262°06'10"	5.56	-
14	355°54'15"	7.5	-	34	216°06'45"	28.025	-
15	34°11'00"	11	-	35	306°06'45"	17	-
16	53°39'10"	7.5	-	36	120°45'30"	37.145	-
17	89°06'10"	13.5	-	37	114°06'20"	29.52	-
18	220°42'50"	56.89	57.2	38	105°48'40"	44.03	-
19	145°02'20"	15.4	-	39	145°02'20"	5.655	-
20	190°02'20"	7.01	-	40	100°02'20"	7.01	-
41	190°02'20"	7.01	-	41	190°02'20"	7.01	-
42	280°02'20"	7.01	-	42	280°02'20"	7.01	-
43	235°02'20"	5.655	-	43	235°02'20"	5.655	-
44	124°27'55"	17.995	-	44	124°27'55"	17.995	-
45	32°20'50"	4.833	-	45	32°20'50"	4.833	-
46	121°59'50"	5.89	-	46	121°59'50"	5.89	-
47	346°27'10"	5.655	-	47	346°27'10"	5.655	-
48	300°20'35"	14.005	-	48	300°20'35"	14.005	-
49	255°23'05"	5.765	-	49	255°23'05"	5.765	-
50	117°18'55"	29.045	-	50	117°18'55"	29.045	-
51	28°56'35"	34.015	-	51	28°56'35"	34.015	-
52	118°12'05"	16.5	-	52	118°12'05"	16.5	-
53	285°56'35"	37.145	-	53	285°56'35"	37.145	-
54	307°27'40"	17.01	-	54	307°27'40"	17.01	-
55	117°29'45"	16.03	-	55	117°29'45"	16.03	-
56	310°27'40"	16.03	-	56	310°27'40"	16.03	-
57	343°26'05"	51.6	-	57	343°26'05"	51.6	-
58	30°22'40"	13.425	-	58	30°22'40"	13.425	-
59	300°22'40"	18	-	59	300°22'40"	18	-
60	104°54'20"	34.52	-	60	104°54'20"	34.52	-
61	100°46'50"	31.005	-	61	100°46'50"	31.005	-
62	190°02'20"	15	-	62	190°02'20"	15	-
63	129°58'15"	15.61	-	63	129°58'15"	15.61	-
64	221°28'	26	-	64	221°28'	26	-
65	320°35'40"	30.04	-	65	320°35'40"	30.04	-
66	130°35'40"	7.47	-	66	130°35'40"	7.47	-
67	220°14'55"	14	-	67	220°14'55"	14	-
68	139°37'35"	8.76	-	68	139°37'35"	8.76	-
69	219°00'00"	32.74	-	69	219°00'00"	32.74	-
70	124°27'55"	50.545	-	70	124°27'55"	50.545	-
71	210°22'40"	12.715	-	71	210°22'40"	12.715	-
72	210°22'40"	12.715	-	72	210°22'40"	12.715	-
73	300°22'40"	12.725	-	73	300°22'40"	12.725	-
74	210°22'40"	15	-	74	210°22'40"	15	-
75	210°22'40"	61.435	-	75	210°22'40"	61.435	-

Surveyor: CHRISTOPHER PAUL WHARTON  
 Date of Survey: 7th June 2016  
 Surveyor's Ref: 239078121-DP-001-F

PLAN OF SUBDIVISION OF LOT 2 D.P. 1222727

LGA: LAKE MACQUARIE  
 Locality: COORANBONG  
 Subdivision No.: SC/59/2016  
 Lengths are in metres. Reduction Ratio: 1: 2500

Registered  
 05.09.2016

DP1215384

Table of mm

10
20
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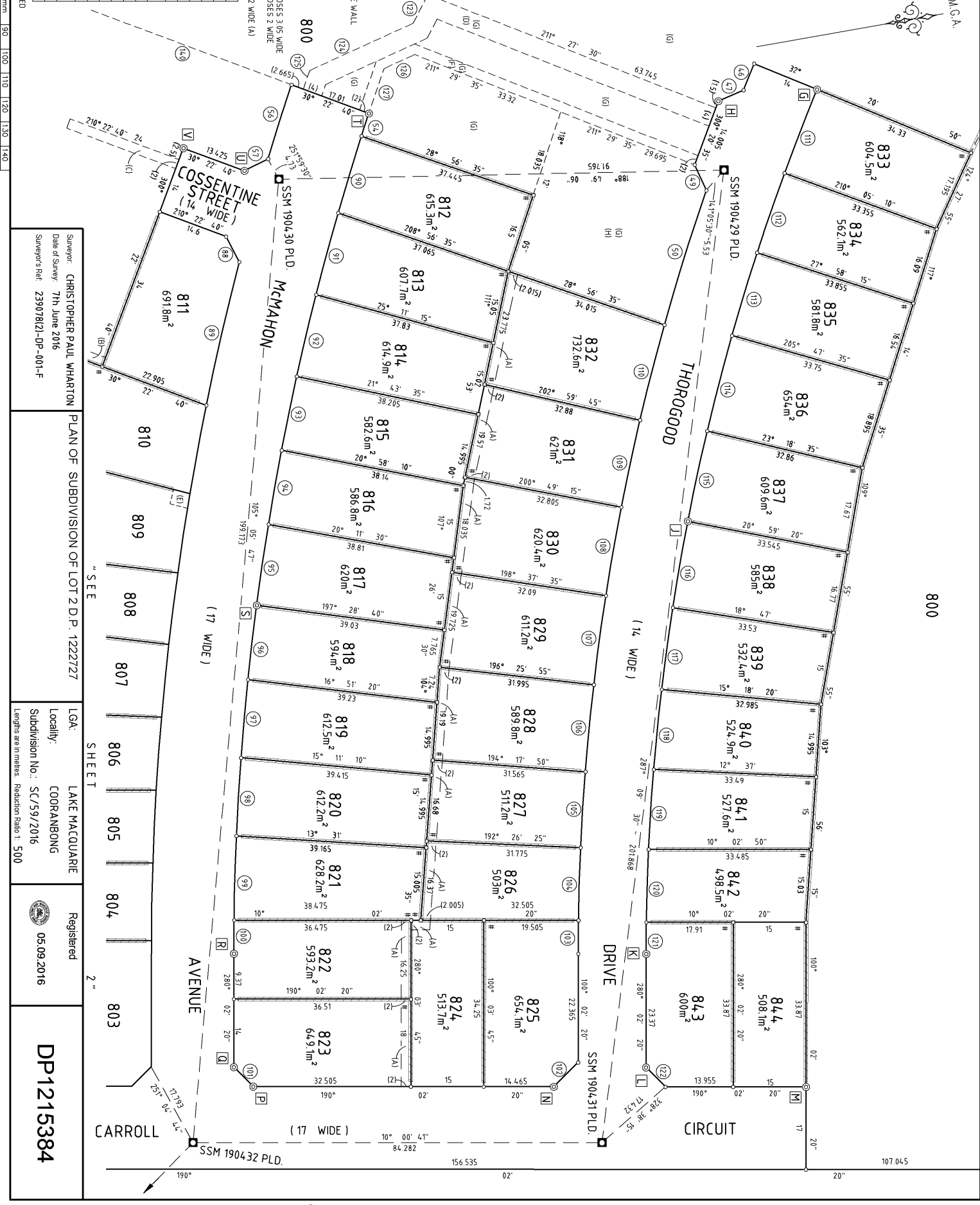


LINE	BEARING	DISTANCE	ARC	RADIUS
L6	121°59'50"	5.89	5.89	4.83
L7	34.6°27'10"	5.655	-	-
L8	295°23'05"	5.665	-	-
L9	295°23'05"	29.05	29.05	4.83
L10	117°18'55"	4.916	4.916	5.54
L11	297°58'40"	16.03	16.03	5.54
L12	117°29'45"	5.46	-	-
L13	34.3°26'05"	5.46	-	-
L14	252°31'45"	5.93	-	-
L15	112°51'35"	30.27	30.28	5.71
L16	296°52'30"	16.51	16.51	5.54
L17	285°07'05"	17.45	17.45	5.54
L18	293°19'55"	17.31	17.31	5.54
L19	291°37'25"	15.5	15.5	5.54
L20	290°01'15"	15.5	15.5	5.54
L21	288°20'55"	16.84	16.84	5.54
L22	286°40'50"	15.42	15.42	5.54
L23	285°02'55"	16.14	16.14	5.54
L24	283°22'45"	16.14	16.14	5.54
L25	281°38'50"	17.345	17.35	5.54
L26	280°23'40"	6.888	6.88	5.54
L27	235°02'20"	5.655	-	-
L28	145°02'20"	7.075	-	-
L29	100°26'50"	6.888	6.88	4.83
L30	101°44'40"	15	15	4.83
L31	103°33'45"	15.65	15.65	4.83
L32	107°47'25"	18.5	18.5	4.83
L33	109°55'05"	18.5	18.5	4.83
L34	112°06'10"	18.32	18.32	4.83
L35	114°23'25"	20.25	20.25	4.83
L36	116°13'00"	18.5	18.5	4.69
L37	117°29°01'45"	17.32	17.32	4.69
L38	119°28°52'55"	17.83	17.83	4.69
L39	121°29°30'05"	20.32	20.32	4.69
L40	123°23°02'20"	5.655	-	-
L41	124°16°53'15"	23.605	-	-
L42	127°11°19'10"	6.645	-	-
L43	128°11°15'55"	4.988	-	-
L44	126°16°51'35"	6.985	-	-
L45	127°11°47'30"	9.76	9.76	5.54
L46	210°22'40"	7.705	-	-

- (A) EASEMENT TO DRAIN WATER 2 WIDE  
 (B) EASEMENT TO DRAIN WATER 2 WIDE  
 (C) EASEMENT TO DRAIN WATER 2 WIDE  
 (D) EASEMENT TO DRAIN WATER 2 WIDE  
 (E) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.05 WIDE  
 (F) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE  
 (G) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE  
 (H) BENTFIELD BY EASEMENT TO DRAIN WATER 2 WIDE (A)

SCHEDULE OF REFERENCE MARKS:

RM	BEARING	DISTANCE
G	32° 20' 50"	4.36, 10.5
H	300° 20' 35"	3.27, 9.62
J	20° 59' 20"	4.36, 10.5
K	10° 02' 20"	4.36, 10.5
L	10° 02' 20"	4.32
M	280° 02' 20"	3.35, 11.5
N	280° 02' 20"	3.37, 11.55
O	10° 02' 20"	4.3, 12.6
P	10° 02' 20"	4.3, 12.62
Q	10° 02' 20"	4.3, 12.62
R	17° 28' 40"	4.36, 12.53
S	339° 19'	6.57
T	6° 18'	13.45
U	300° 22' 40"	3.3, 9.6
V	300° 22' 40"	3.38, 9.55



Surveyor: CHRISTOPHER PAUL WHARTON  
 Date of Survey: 7th June 2016  
 Surveyor's Ref: 23907812-DP-001-F

PLAN OF SUBDIVISION OF LOT 2 D.P. 1222727  
 "SEE SHEET 2"


LGA: LAKE MACQUARIE  
 Locality: COORANBONG  
 Subdivision No.: SC/59/2016  
 Lengths are in metres. Reduction Ratio: 1: 500

Registered  
 05.09.2016

DP1215384

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 1 OF ~~X~~ SHEET(S)  
5 of

Registered:  05.09.2016  
 Title System: TORRENS  
 Purpose: SUBDIVISION

Office Use Only

Office Use Only

DP1215384

PLAN OF SUBDIVISION OF LOT 2  
 D.P. 1222727

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

~~Crown Lands NSW/Western Lands Office Approval~~  
~~I ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.~~  
~~Signature:.....~~  
~~Date:.....~~  
~~File Number:.....~~  
~~Office:.....~~

Survey Certificate  
 I, CHRISTOPHER PAUL WHARTON  
 of ADW JOHNSON PTY LIMITED  
 7/335 HILLSBOROUGH ROAD, WARNERS BAY, NSW 2282  
 a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:  
 \*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 7th June 2016 .....

Subdivision Certificate  
 I, Greg Field  
 \*Authorised Person/\*General Manager/\*Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.  
 Signature: G. Field  
 Accreditation number: .....  
 Consent Authority: Lake Macquarie City Council  
 Date of endorsement: 4 August 2016  
 Subdivision Certificate number: SC/59/2016  
 File number: DA/307/2015/C  
 \*Strike through if inapplicable.

~~\*(b) The part of the land shown in the plan (\*being/\*excluding ..... was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on ..... the part not surveyed was compiled in accordance with that Regulation.~~  
~~\*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2012*.~~  
 Signature: Ch. Watson Dated: 21/7/2016  
 Surveyor ID: ..... 8235  
 Datum Line: ..... 'X': 'Y'  
 Type: \*Urban/\*Rural-  
 The terrain is \*Level-Undulating / \*Steep Mountainous.  
 \*Strike through if inapplicable.  
 \*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Statements of intention to dedicate public roads, public reserves and drainage reserves, acquire / resume land.  
 IT IS INTENDED TO DEDICATE THOROGOOD DRIVE, McMAHON AVENUE, COSENTINE STREET, CARROLL CIRCUIT, ARMITAGE WAY AND THE EXTENSION OF WHISTLER DRIVE TO THE PUBLIC AS PUBLIC ROAD.


Plans used in the preparation of this survey / compilation  
 D.P.1204699  
 D.P. 1222727  
 If space insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 239078(2)-DP-001-F

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 2 OF 5 SHEET(S)

Registered:  05.09.2016 Office Use Only

Office Use Only  
**DP1215384**

PLAN OF SUBDIVISION OF LOT 2  
D.P. 1222727

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

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

Subdivision Certificate No: ... *SC/59/2016* ...  
Date of Endorsement: ... *4 August 2016* ...

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

1. EASEMENT TO DRAIN WATER 2 WIDE (A)
2. EASEMENT TO DRAIN WATER 2 WIDE (B)
3. EASEMENT TO DRAIN WATER 2 WIDE (C)
4. EASEMENT TO DRAIN WATER 4 WIDE (D)
5. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.05 WIDE (E)
6. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE (F)
7. POSITIVE COVENANT ~~100 WIDE & VARIABLE (G)~~ *ov*
8. RESTRICTION ON THE USE OF LAND

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012


LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
801	24	CARROLL	CIRCUIT	COORANBONG
802	22	CARROLL	CIRCUIT	COORANBONG
803	20	CARROLL	CIRCUIT	COORANBONG
804	3	McMAHON	AVENUE	COORANBONG
805	5	McMAHON	AVENUE	COORANBONG
806	7	McMAHON	AVENUE	COORANBONG
807	9	McMAHON	AVENUE	COORANBONG
808	11	McMAHON	AVENUE	COORANBONG
809	15	McMAHON	AVENUE	COORANBONG
810	17	McMAHON	AVENUE	COORANBONG
811	16	COSENTINE	STREET	COORANBONG
812	24	McMAHON	AVENUE	COORANBONG
813	22	McMAHON	AVENUE	COORANBONG
814	20	McMAHON	AVENUE	COORANBONG
815	18	McMAHON	AVENUE	COORANBONG
816	16	McMAHON	AVENUE	COORANBONG
817	14	McMAHON	AVENUE	COORANBONG
818	12	McMAHON	AVENUE	COORANBONG
819	10	McMAHON	AVENUE	COORANBONG
820	8	McMAHON	AVENUE	COORANBONG
821	6	McMAHON	AVENUE	COORANBONG
822	4	McMAHON	AVENUE	COORANBONG

If space insufficient use additional annexure sheet

Surveyor's Reference: 239078(2)-DP-001-F

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 3 OF 5 SHEET(S)

Registered:  05.09.2016 Office Use Only

Office Use Only  
**DP1215384**

PLAN OF SUBDIVISION OF LOT 2  
D.P. 1222727

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

Subdivision Certificate No: ... *SC/59/2016* ...  
Date of Endorsement: ... *4 August 2016* ...


CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
823	2	McMAHON	AVENUE	COORANBONG
824	16	CARROLL	CIRCUIT	COORANBONG
825	14	CARROLL	CIRCUIT	COORANBONG
826	3	THOROGOOD	DRIVE	COORANBONG
827	5	THOROGOOD	DRIVE	COORANBONG
828	7	THOROGOOD	DRIVE	COORANBONG
829	9	THOROGOOD	DRIVE	COORANBONG
830	11	THOROGOOD	DRIVE	COORANBONG
831	15	THOROGOOD	DRIVE	COORANBONG
832	17	THOROGOOD	DRIVE	COORANBONG
833	22	THOROGOOD	DRIVE	COORANBONG
834	20	THOROGOOD	DRIVE	COORANBONG
835	18	THOROGOOD	DRIVE	COORANBONG
836	16	THOROGOOD	DRIVE	COORANBONG
837	14	THOROGOOD	DRIVE	COORANBONG
838	12	THOROGOOD	DRIVE	COORANBONG
839	10	THOROGOOD	DRIVE	COORANBONG
840	8	THOROGOOD	DRIVE	COORANBONG
841	6	THOROGOOD	DRIVE	COORANBONG
842	4	THOROGOOD	DRIVE	COORANBONG
843	12	CARROLL	CIRCUIT	COORANBONG
844	10	CARROLL	CIRCUIT	COORANBONG
845	7	COURIN	DRIVE	COORANBONG
846	31C	CARROLL	CIRCUIT	COORANBONG
847	51C	CARROLL	CIRCUIT	COORANBONG

If space insufficient use additional annexure sheet

Surveyor's Reference: 239078(2)-DP-001-F

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 4 OF 5 SHEET(S)

Registered:  05.09.2016 Office Use Only

Office Use Only  
**DP1215384**

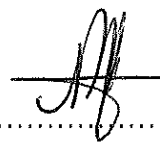
PLAN OF SUBDIVISION OF LOT 2  
D.P. 1222727

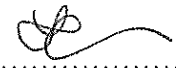
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals- see 195D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

Subdivision Certificate No: ..... SC/59/2016 .....  
Date of Endorsement: ..... 4 August 2016 .....

EXECUTED for and on behalf of  
AUSGRID ABN 67 505 337 385 by

MICHAEL MCHUGH  
its duly constituted Attorney pursuant to  
Power of Attorney registered Book 4693  
No. 331 in the presence of:

  
.....  
Attorney

  
.....  
Witness (sign)


**Lisa Jane Anderson**  
.....  
Name of Witness (please print)  
  
570 George Street  
  
SYDNEY NSW 2000

If space insufficient use additional annexure sheet

Surveyor's Reference: 239078(2)-DP-001-F

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 1 OF 1 SHEET(S)  
5 5 in

Registered:  05.09.2016 Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 2  
D.P. 1222727

DP1215384

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

Subdivision Certificate No: ... SC/59/2016 .....  
Date of Endorsement: ... 4 August 2016 .....

Executed by Australasian Conference  
Association Limited (ACN 000 003 930)  
in accordance with Section 127 of  
the corporation Act 2001 by:

  
.....  
Signature of Director

  
.....  
Signature of Director / Secretary

..... KEVIN JOHN PEUSER .....  
Name of Director

..... CALVIN STILINOVIC .....  
Name of Director / Secretary

Mortgagee under Mortgage No. A1609347 & A1708634  
Signed at Sydney this 10th day of  
August 2016 for National  
Australia Bank Limited ABN 12 004 044 937  
by CALVIN LAM  
its duly appointed Attorney under Power of  
Attorney No. 39 Book 4512

  
.....  
Level 2 Attorney

..... KEVIN KIM .....  
Witness/Bank Officer

If space insufficient use additional annexure sheet

Surveyor's Reference: 239078(2)-DP-001-F

ePlan

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

Lengths are in metres

(Sheet 1 of 9 sheets)

Plan: **DP1215384**

Plan of Subdivision of Lot 2 DP 1222727 covered by Subdivision Certificate No. *SC/59/2016*  
 Dated 04.08.2016

Full name and address of the owner of the land:

Australasian Conference Association Limited  
 ACN 000 003 930  
 148 Fox Valley Road  
 WAHROONGA NSW 2076

Full name and address of the mortgagee of the land:

National Australia Bank Limited  
 ABN 12 004 044 937  
 Lvl 3 255 George Street  
 Sydney NSW 2000

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 2 wide (A)	802 804 805 806 807 808 809 822 823 824 826 827 828 829 830 831 832	804 to 810 inclusive 805 to 810 inclusive 806 to 810 inclusive 807 to 810 inclusive 808, 809, 810 809, 810 810 824, 826 to 832 inclusive and part 800 designated (H) 822, 824, 826 to 832 inclusive and part 800 designated (H) 826 to 832 inclusive and part 800 designated (H) 827 to 832 inclusive and part 800 designated (H) 828 to 832 inclusive and part 800 designated (H) 829 to 832 inclusive and part 800 designated (H) 830, 831, 832 and part 800 designated (H) 831, 832 and part 800 designated (H) 832 and part 800 designated (H) part 800 designated (H)

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

Lengths are in metres

(Sheet 2 of 9 sheets)

Plan: **DP1215384**

Plan of Subdivision of Lot 2 DP 1222727 covered by Subdivision Certificate No. *SC/59/2016* Dated 04.08.2016

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
2	Easement to Drain Water 2 wide (B)	800	811
3	Easement to Drain water 2 wide (C)	800	Lake Macquarie City Council
4	Easement to Drain water 4 wide (D)	800	Lake Macquarie City Council
5	Easement for Electricity & Other Purposes 3.05 wide (E)	809	Ausgrid ABN 67 505 337 385
6	Easement for Electricity & Other Purposes 2 wide (F)	800	Ausgrid ABN 67 505 337 385
7	Positive Covenant <del>100 wide &amp; variable (G)</del> <sup>sw</sup>	Parts 800 1/1222727 3/1222727 4/1222727 <del>designated (G)</del> <sup>sw</sup>	Lake Macquarie City Council
8	Restriction on the Use of Land	801 to 844 inclusive	Every other lot except Lot 800, 845, 846 & 847

**Part 2 (Terms)**

**1. Terms of Easement to Drain Water numbered 1 in the plan.**

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

**2. Terms of Easement to Drain Water numbered 2, 3 & 4 in the plan.**

An Easement to Drain Water in terms set out in Part 3 of schedule 4A of the Conveyancing Act, 1919 (as amended) is created.

**3. Terms of Easement for Electricity & Other Purposes numbered 5 & 6 in the plan.**

An easement is created on the terms and conditions set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

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

Lengths are in metres

(Sheet 3 of 9 sheets)

Plan: **DP1215384**

Plan of Subdivision of Lot 2 DP 1222727 covered  
by Subdivision Certificate No. *SC/59/2016*  
Dated 04.08.2016

**4. Terms of Positive Covenant numbered 7 in the plan.**

In this covenant referred to in the abovementioned plan, unless something in the subject matter or context is inconsistent herewith, the following expressions have the meaning attributed thereto in this covenant, that is to say:

"APZ" Means an Asset Protection Zone over part Lot 800 & lot 1, 3 and 4 DP 1222727 designated (G) in the plan.

"Inner Protection Area" Means areas comprising mown lawns, roadways, pathways and similar low fire fuel areas. Generally, trees and shrubs should not be included in the Inner Protection Area, although scattered trees well removed from dwellings will be acceptable.

"Outer Protection Area" Means as a minimum, slashed grassland (<10cm high) and can include remnant or planted trees and shrubs providing they do not form a continuous canopy layer, such that fuel loads of less than 8 tonnes per hectare are achieved.

Lot 800 & lot 1, 3 and 4 DP 1222727 shall maintain an APZ within the area designated (G) in the Plan.

The "APZ" shall have an Inner Protection Area of 25m and variable Outer Protection Area.

**5. Terms of Restriction on the Use of Land numbered 8 in the plan.**

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

**Council** means Council of the City of Lake Macquarie.

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

**Estate** means the whole of the land intended to be subdivided as part of the residential development known as "Watagan Park" at Cooranbong being the whole of the land zoned residential or formerly contained in Folio Identifier 2/1222727.

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

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

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE INTENDED  
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CONVEYANCING ACT 1919.**

Lengths are in metres

(Sheet 4 of 9 sheets)

Plan: **DP1215384**

Plan of Subdivision of Lot 2 DP 1222727 covered  
by Subdivision Certificate No. *SC/59/2016*  
Dated 04.08.2016

to be external face. "Living Area" however excludes the floor area of any covered patio, terrace or verandah and/or any garage.

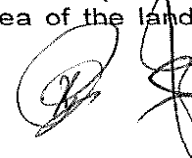
**Prohibited Area** means:

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

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

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

- (b) Whilst Johnson Property Group owns or controls any lot or part of a lot within the Estate and for a period of three years thereafter no Dwelling may be erected or commenced nor permitted to remain on any lot burdened unless:
  - i. The Dwelling to be erected, external materials, colours and finishes of the dwelling and landscaping have been designed in accordance with the Watagan Park Guidelines, and
  - ii. The plans, elevations and a schedule of external materials, colours and finishes including roofing materials, have been submitted to and approved in writing in accordance with the Watagan Park Design Guidelines. Approval must be obtained before application is made to Council or any other relevant authority.
- (c) No Dwelling erected on the lot burdened may be used or permitted to be used for any purpose other than that of a private residence unless approval for any other use is first obtained from Johnson Property Group.
- (d) Not more than one Dwelling may be erected on each lot burdened. No other building may be erected or permitted to remain on the lot burdened unless it complies with the requirements of the Watagan Park Design Guidelines.
- (e) No Dwelling may be occupied if six months after the date of practical completion of that Dwelling the driveway has not been completed and the front area of the land is not



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(Sheet 5 of 9 sheets)

Plan: **DP1215384**

Plan of Subdivision of Lot 2 DP 1222727 covered  
by Subdivision Certificate No. *SC/59/2016*  
Dated 04.08.2016

landscaped, using turf, paths, garden beds, and plants substantially in accordance with the Watagan Park Design Guidelines.

- (f) Without limiting the generality of the Watagan Park Design Guidelines, all of the following constructed or placed on the lot burdened must comply with the Watagan Park Design Guidelines:
- i. Garage;
  - ii. Driveways;
  - iii. Fences;
  - iv. Retaining walls;
  - v. Letterboxes.
- (g) No building constructed on any lot burdened may be used or permitted to be used for the display of an exhibition home or for the promotion or sale of homes without the prior written consent of Johnson Property Group.
- (h) No Prohibited Item is permitted to remain on any part of the Prohibited Area of the lot burdened for a period exceeding 14 consecutive days without being moved from the lot burdened. Any Prohibited Item that is removed from the lot burdened for a period of less than seven consecutive days is deemed to have remained on the lot burdened for the period during which it was removed.
- (i) No structure of a temporary character or nature which is intended for habitation, including, but not limited to, any basement, tent, shed, shack, garage, trailer, campervan or caravan, may be erected or permitted to remain on the lot burdened.
- (j) No earth, stone, gravel or trees can be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building on the relevant lot burdened or to facilitate all reasonable landscaping of the lot or as approved by Council.
- (k) No lot may appear or remain in an excavated or quarried state.
- (l) No fuel storage tanks (except any such tanks used for oil heating purpose) may be placed upon or permitted to remain on any lot burdened.
- (m) No advertisement, hoarding, sign or matter of any description may be erected or displayed on any lot burdened without the prior written consent of Johnson Property Group. Nothing in this restriction prevents the proprietor of any lot burdened from displaying not more than one sign on the lot burdened advertising the fact that the Dwelling on the relevant lot burdened is for sale if:
- i. Any such sign does not exceed 600mm in width and 900mm in height; and
  - ii. Any such sign is painted and/or decorated in its entirety by a professional signwriter.
- (n) No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 2.5 tonnes may be parked or permitted to remain on any lot burdened unless it is used in connection with the erection of a Dwelling on the relevant lot burdened

ePlan

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(Sheet 6 of 9 sheets)

Plan: **DP1215384**

Plan of Subdivision of Lot 2 DP 1222727 covered  
by Subdivision Certificate No. *SC/59/2016*  
Dated 04.08.2016

- (o) No Dwelling or other building may be constructed on the lot burdened unless:
- i. The lot burdened is maintained in as clean and tidy a condition as is practicable having regard to the nature of the construction being carried out; and
  - ii. All rubbish or refuse generated by such construction work is collected and removed from the lot burdened not less than once every four weeks.
- (p) No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry may be conducted or carried out on any lot burdened. In particular, no commercial or boarding kennels may be constructed or permitted to remain on any lot burdened.
- (q) If works are proposed on a lot burdened that would alter the existing ground level of the lot burdened at its boundary with an adjacent lot in the Estate, those proposed works must take into account the existing ground level of the adjacent lot to the satisfaction of Johnson Property Group.

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

**Name of Authority empowered to release, vary or modify Easements numbered 1, 2, 3, 4 and 7 in the Plan:**

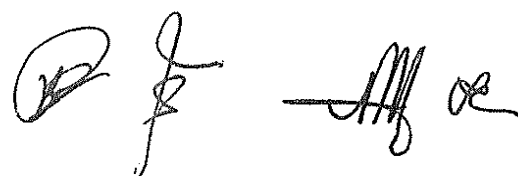
Lake Macquarie City Council

**Name of Person or Authority Empowered to Release, Vary or Modify the Easements Numbered 5 & 6 in the Abovementioned Plan**

Ausgrid ABN 67 505 337 385

**Name of Person or Authority Empowered to Release, Vary or Modify the Restriction on the Use of Land Numbered 8 in the Abovementioned Plan**

Johnson Property Group Pty Limited  
ACN 102 465 814



ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE INTENDED  
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POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B  
CONVEYANCING ACT 1919.**

Lengths are in metres

(Sheet 7 of 9 sheets)

Plan: **DP1215384**

Plan of Subdivision of Lot 2 DP 1222727 covered  
by Subdivision Certificate No. *SC/59/2016*  
Dated 04.08.2016

Lake Macquarie City Council
Approved 88B Instrument for
<b>SUBDIVISION CERTIFICATE</b>
Sc. <i>59/2016</i>
Authorised Person: <i>C. Field</i>
Date: <i>4/8/16</i>

Lake Macquarie City Council



ePlan

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POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B  
CONVEYANCING ACT 1919.**

Lengths are in metres

(Sheet 8 of 9 sheets)

Plan: **DP1215384**

Plan of Subdivision of Lot 2 DP 1222727 covered  
by Subdivision Certificate No. *SC/59/2016*  
Dated 04.08.2016

**EXECUTED** for and on behalf of  
**AUSGRID ABN 67 505 337 385** by

MICHAEL MCHUGH  
its duly constituted Attorney pursuant to  
Power of Attorney registered Book 4693  
No.331 in the presence of:



.....  
Attorney



.....  
Witness (sign)

**Lisa Jane Anderson**

.....  
Name of Witness (please print)

570 George Street

SYDNEY NSW 2000



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

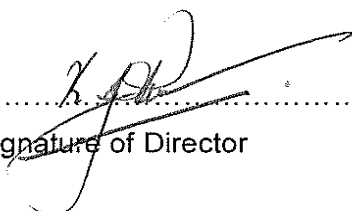
Lengths are in metres

(Sheet 9 of 9 sheets)

Plan: **DP1215384**

Plan of Subdivision of Lot 2 DP 1222727 covered  
by Subdivision Certificate No. *SC/59/2016*  
Dated 04.08.2016

Executed by **Australasian Conference Association Limited (ACN 000 003 930)**  
in accordance with Section 127  
of the Corporation Act by:

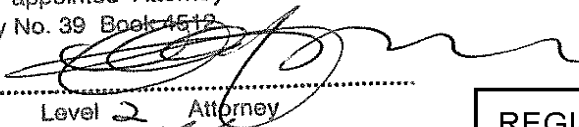
  
.....  
Signature of Director

*KELVIN JOHN PEUSER*  
.....  
Name of Director

  
.....  
Signature of Director/Secretary

*Stojanovic*  
.....  
Name of Director/Secretary

Mortgagee under Mortgage No. *A1609347 & A5709634*  
Signed at *Sydney* this *16th* day of  
*August* 2016 for National  
Australia Bank Limited ABN 12 004 044 937  
by *CALVIN LAM*  
its duly appointed Attorney under Power of  
Attorney No. 39 Book 4512

  
.....  
Level 2 Attorney  
*KEVIN KIM*  
.....  
Witness/Bank Officer

REGISTERED  05.09.2016

6 January 2025

JODI LAW CONVEYANCING  
15/99 Dora St  
MORISSET NSW 2264

Our Ref:  
Your Ref: SMITH  
250629:195543  
ABN 81 065 027 868

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

Fee Paid: 69.00  
Receipt No: 13795136  
Receipt Date: 6 January 2025

**DESCRIPTION OF LAND**

**Address:** 11 McMahon Avenue, COORANBONG NSW 2265  
**Lot Details:** Lot 808 DP 1215384  
**Parish:** Coorumbung  
**County:** Northumberland

For: MORVEN CAMERON  
GENERAL MANAGER



**ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)**

**1 Names of Relevant Planning Instruments and Development Control Plans**

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

Lake Macquarie Local Environmental Plan 2014

Lake Macquarie Development Control Plan 2014

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 4 Koala habitat protection 2021

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

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

State Environmental Planning Policy (Housing) 2021 -

Chapter 2 Affordable housing

State Environmental Planning Policy (Housing) 2021 –

Chapter 3 Diverse housing

State Environmental Planning Policy (Housing) 2021 –

Chapter 4 Design of residential apartment development

State Environmental Planning Policy (Industry and Employment) 2021 –

Chapter 3 Advertising and signage

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 2 State and regional development

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 4 Concurrences and consents

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

Chapter 2 State significant precincts

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

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Regional) 2021

Chapter 2 State significant precincts

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

Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021 –

Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 3 Hazardous and offensive development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 4 Remediation of land

State Environmental Planning Policy (Resources and Energy) 2021 –

Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 2 Infrastructure

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 3 Educational establishments and child care facilities

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

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

Lake Macquarie Local Environmental Plan 2014 (Amendment No. RZ/4/2023) – Housing Diversity

Lake Macquarie Draft Development Control Plan 2014

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

- (4) In this section, proposed environmental planning instrument includes a planning proposal for a Local Environmental Plan or a Draft environmental planning instrument.

## 2 Zoning and land use under relevant Local Environmental Plans

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

(a) (i) The identity of the zone applying to the land.

R2 Low Density Residential

under Lake Macquarie Local Environmental Plan 2014

(ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.

Exempt development as provided in Schedule 2; Home-based child care; Home occupations

(iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.

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

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

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

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

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

No

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

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

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

No

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

No

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

**Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items**

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

**Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas**

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

**Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites**

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites.

**Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items**

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

**Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items**

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

**Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage**

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

**Local Environmental Plan 2014 Heritage Map**

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

**NOTE:**

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

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

- (a) Nil

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

- (b) Whether draft additional permitted uses apply to the land  
No
- (c) Whether any draft development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.  
There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.
- (d) Whether the land is in a draft area of outstanding biodiversity value under *the Biodiversity Conservation Act 2016*,  
No
- (e) Whether the land is in a draft conservation area (however described).  
No
- (f) Whether a draft item of environmental heritage (however described) is situated on the land.  
No

### 3 Contributions Plans

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.  
Lake Macquarie City Council Development Contributions Plan - Morisset Contributions Catchment - 2012  
The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019
- (2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4, and the name of the Ministerial planning order in which the region is identified.  
Yes,  
The subject land is within The Lower Hunter Region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.
- (3) If the land is in a special contributions area to which a continued 7.23 determination applies,

Nil

- (4) In this section continued 7.23 determination means a 7.23 determination that -
- (a) has been continued in force by the Act, Schedule 4, Part 1, and
  - (b) has not been repealed as provided by that part.

**NOTE:** The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

#### 4 Complying development

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

##### **Housing Code**

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

##### **Low Rise Housing Diversity Code**

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

##### **Housing Alterations Code**

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

##### **Commercial and Industrial Alterations Code**

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

##### **Commercial and Industrial (New Buildings and Additions) Code**

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

**Subdivisions Code**

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

**Rural Housing Code**

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

**Greenfield Housing Code**

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

**General Development Code**

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

**Demolition Code**

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

**Fire Safety Code**

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

**Container Recycling Facilities Code**

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

## 5 Exempt development

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

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

## 6 Affected building notices and building product rectification orders

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

No, Council **has not** been notified that an affected building notice is in force in respect of this land.

- (b) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with.

A building rectification order **is not** in force in respect of this land.

- (c) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

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

- (2) In this section -

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

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

## 7 Land reserved for acquisition

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

No

## 8 Road widening and road realignment

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

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

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

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

## 9 Flood related development controls information

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

No

- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

No

- (3) In this section -

**flood planning area** has the same meaning as in the Flood Risk Management Manual.

**Flood Risk Management Manual** means the *Flood Risk Management Manual*, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

**probable maximum flood** has the same meaning as in the Flood Risk Management Manual.

## 10 Council and other public authority policies on hazard risk restrictions

- (1) Whether or not the land is affected by a **POLICY** that restricts the development of the land because of the likelihood of:

- (a) land slip or subsidence

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by Council's geotechnical areas map. The map is available for viewing at the Council. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

- (b) bushfire

No

- (c) tidal inundation

No

- (d) acid sulfate soils

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by the Acid Sulfate Soils Map. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

- (e) contaminated or potentially contaminated land

Yes

Council has adopted a policy that may restrict the development of Contaminated or Potentially Contaminated land. This policy is implemented when zoning, development, or land use changes are proposed. Consideration of Council's adopted Policy and applicable DCP, and the application of provisions under relevant State legislation is recommended. Council can supply additional information from its records for this site on request, including tests that indicate that the level of certain contaminants are below the land investigation threshold level on the site.

- (f) aircraft noise

No

- (g) salinity

No

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

No

- (2) In this section —

**adopted policy** means a policy adopted —

- (a) by the council, or

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

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

#### 11 Bush Fire Prone Land

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

#### 12 Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division

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

#### 13 Mine subsidence

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

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

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

#### 14 Paper subdivision information

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

Nil

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

Not Applicable

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

**15 Property Vegetation Plans**

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

**16 Biodiversity stewardship sites**

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

**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**

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

**NOTE:** Biodiversity certified land includes land certified under the [Threatened Species Conservation Act 1995](#), Part 7AA that is taken to be certified under the [Biodiversity Conservation Act 2016](#), Part 8.

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

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

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

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

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

Nil

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

## 20 Conditions for seniors housing

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

Nil

## 21 Site compatibility certificates and conditions for affordable rental housing

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

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

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

Nil

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

Council is not aware of any conditions of a development consent referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

- (4) In this section—

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

## 22 Water or sewerage services

Whether water or sewerage services are, or are to be, provided by a utility, other than a public water utility, under the Water Industry Competition Act 2006.

Yes

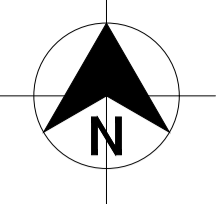
**NOTE:** A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee 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. [Current licences under the Water Industry Competition Act 2006 | IPART \(nsw.gov.au\)](#). Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.**

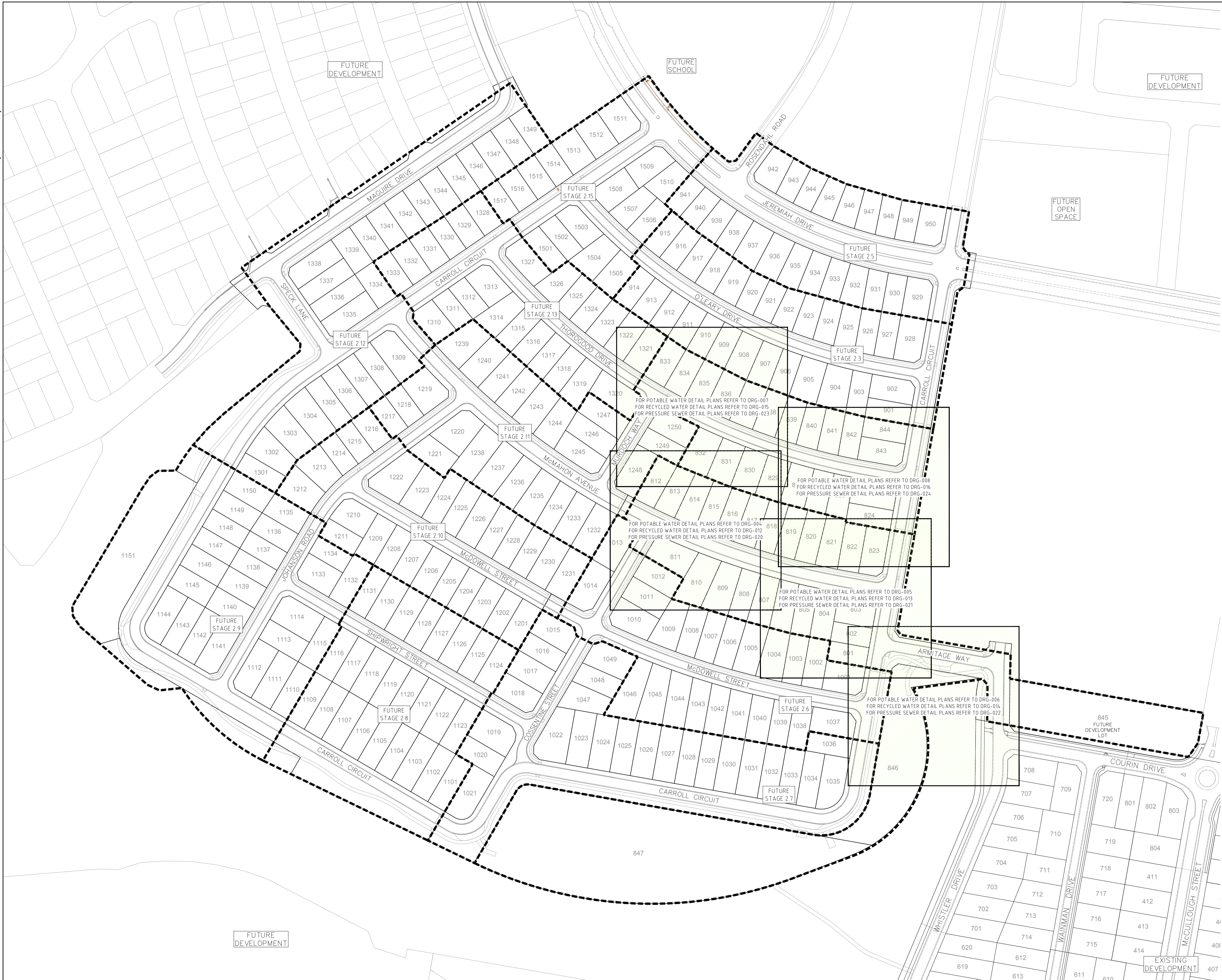
**NOTE: The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:**

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

- (a) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,  
No
  
- (b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,  
No
  
- (c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,  
No
  
- (d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,  
No
  
- (e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.  
No



DIAL 1100  
BEFORE YOU DIG



PLAN  
SCALE 1:1500

WORK-AS-CONSTRUCTED

REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	SCALES
0	27.08.2015	CONSTRUCTION ISSUE	J.N.	L.G.	J.N.	L.G.	
1	25.09.2015	AMENDED CONSTRUCTION ISSUE - RETAINING WALLS RELOCATED	J.N.	L.G.	J.N.	L.G.	
2	18.11.2015	AMENDED CONSTRUCTION ISSUE	J.N.	L.G.	J.N.	L.G.	
3	04.03.2016	AMENDED CONSTRUCTION ISSUE - FS COMMENTS/SERVICES MOVED	J.N.	L.G.	J.N.	L.G.	
WAC	02.08.2016	WORK AS CONSTRUCTED - RAR	A.S.A.		J.N.	B.K.	

**adw Johnson**

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 ABN 62 129 445 398

CLIENT

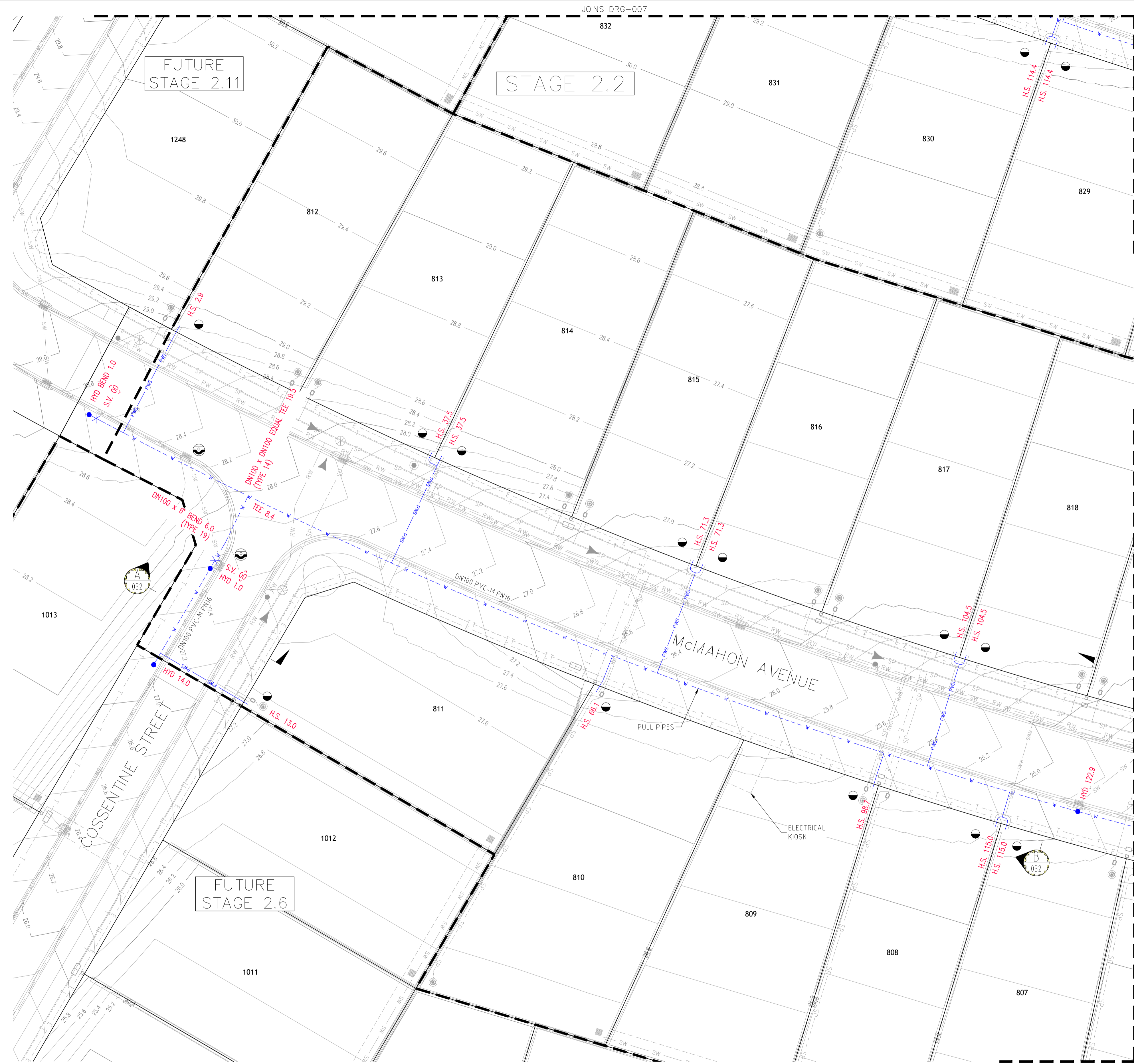
**JOHNSON PROPERTY GROUP**

PROPERTY DESCRIPTION

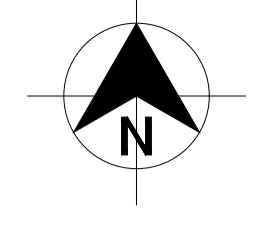
PROPOSED SUBDIVISION  
 PRECINCT 2, STAGES 2.1 & 2.2 WATAGAN PARK  
 WHISTLER DRIVE, COORANBONG  
 DA/307/2015

SURVEYED: ADW Johnson      DATUM: A.H.D.

PROJECT	POTABLE WATER, RECYCLED WATER AND PRESSURE SEWER RETICULATION		
PLAN TITLE	OVERALL SITE PLAN		
PROJECT No.	DISCIPLINE	NUMBER	REV.
239078(2.1 & 2.2)	- WAT -	003	WAC



PLAN SCALE 1:250



**LEGEND**

	W	PVC-M POTABLE WATER RETICULATION
	PWS	POTABLE WATER PROPERTY SERVICE
	PWTM	DN200 PVC-M POTABLE WATER TRANSFER MAIN
	RW	PVC-M RECYCLED WATER RETICULATION
	RWS	RECYCLED WATER PROPERTY SERVICE
	RWTM	DN250 PVC-M RECYCLED WATER TRANSFER MAIN
	SP	PE PRESSURE SEWER RETICULATION
	PSM	PE PRESSURE SEWER MAIN
	T	TELSTRA
	E	UNDERGROUND POWER
	S/W	STORMWATER PIPEWORK
	SV	STOP VALVE
	HYD	HYDRANT
	FL HYD	FLUSHING HYDRANT
		PROPERTY SERVICE CONNECTION
		LAY WATER MAIN UNDER STORMWATER PIPE (300mm MIN. VERTICAL CLEARANCE) - REFER TO WAT-1255-H
		LAY WATER MAIN OVER STORMWATER PIPE (300mm MIN. VERTICAL CLEARANCE) - REFER TO WAT-1255-H
		SUBDIVISION STAGE BOUNDARIES

- POTABLE WATER PROPERTY SERVICE CONNECTIONS**  
 TOTAL 45 CONNECTIONS
- SINGLE SERVICES IN ACCORDANCE WITH WAT-1106-V
    - 2 x SHORT SIDE
    - 5 x LONG SIDE
  - SPLIT SERVICES IN ACCORDANCE WITH WAT-1107-V
    - 7 x SHORT SIDE
    - 12 x LONG SIDE

**POTABLE WATER PIPE DATA**

PIPE SIZE (mm)	PIPE MATERIAL	TOTAL LENGTH (m)
DN200	PVC-M PN16	119.2
DN100	PVC-M PN16	672.6

- NOTES:**
1. FOR RECYCLED WATER PIPEWORK DETAIL PLANS REFER TO DRGS-012 TO 016.
  2. FOR PRESSURE SEWER PIPEWORK DETAIL PLANS REFER TO DRGS-020 TO 024.
  3. FOR TYPICAL SERVICE CONNECTION DETAILS REFER TO DRG-030.

WORK-AS-CONSTRUCTED

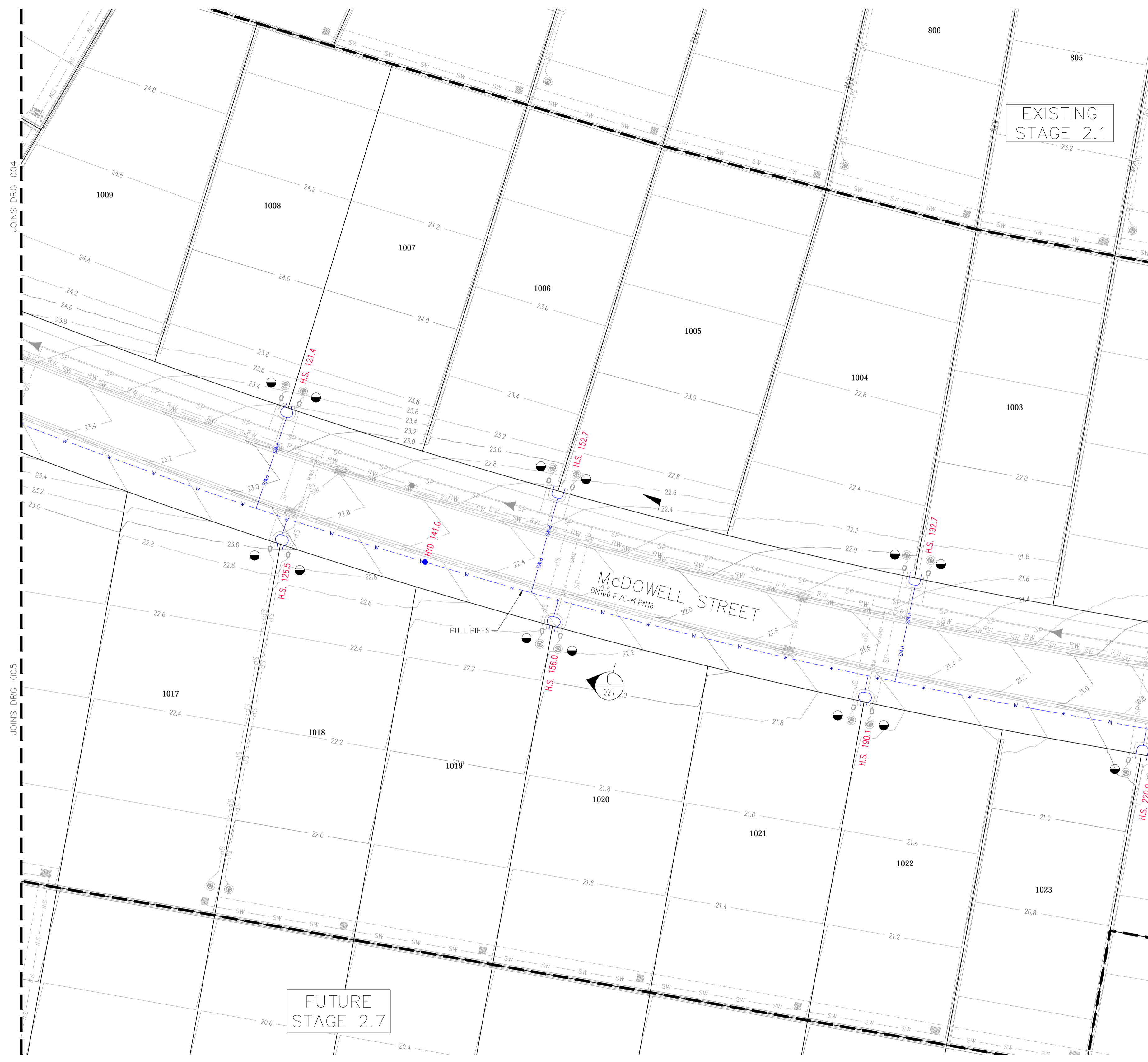
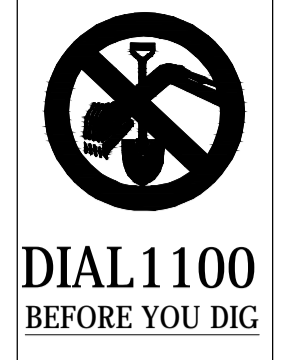
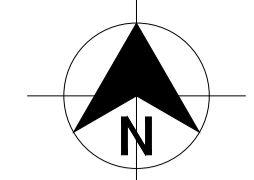
REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	SCALES
0	27.08.2015	CONSTRUCTION ISSUE	J.N.	L.G.	J.N.	L.G.	A1 / A3 1:250 / 1:500
1	25.09.2015	AMENDED CONSTRUCTION ISSUE - RETAINING WALLS RELOCATED	J.N.	L.G.	J.N.	L.G.	
2	18.11.2015	AMENDED CONSTRUCTION ISSUE	J.N.	L.G.	J.N.	L.G.	
3	04.03.2016	AMENDED CONSTRUCTION ISSUE - FS COMMENTS/SERVICES MOVED	J.N.	L.G.	J.N.	L.G.	
WAC	02.08.2016	WORK AS CONSTRUCTED - RAR	A.S.A.			B.K.	

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 www.adwjohnson.com.au  
 ABN 62 129 445 398

CLIENT

PROPERTY DESCRIPTION  
 PROPOSED SUBDIVISION  
 PRECINCT 2, STAGES 2.1 & 2.2 WATAGAN PARK  
 WHISTLER DRIVE, COORANBONG  
 DA/307/2015

PROJECT	POTABLE WATER, RECYCLED WATER AND PRESSURE SEWER RETICULATION		
PLAN TITLE	POTABLE WATER DETAIL PLAN - SHEET 1		
PROJECT No.	DISCIPLINE	NUMBER	REV.
239078(2.1 & 2.2)	- WAT -	004	WAC



**LEGEND**

	PVC-M POTABLE WATER RETICULATION
	POTABLE WATER PROPERTY SERVICE
	DN200 PVC-M POTABLE WATER TRANSFER MAIN
	PVC-M RECYCLED WATER RETICULATION
	RECYCLED WATER PROPERTY SERVICE
	DN250 PVC-M RECYCLED WATER TRANSFER MAIN
	PE PRESSURE SEWER RETICULATION
	PE PRESSURE SEWER MAIN
	TELSTRA
	UNDERGROUND POWER
	STORMWATER PIPEWORK
	STOP VALVE
	HYDRANT
	FLUSHING HYDRANT
	PROPERTY SERVICE CONNECTION
	EXISTING PROPERTY SERVICE CONNECTION
	LAY WATER MAIN UNDER STORMWATER PIPE (300mm MIN. VERTICAL CLEARANCE) - REFER TO WAT-1255-H
	LAY WATER MAIN OVER STORMWATER PIPE (300mm MIN. VERTICAL CLEARANCE) - REFER TO WAT-1255-H
	LIMIT OF SUBDIVISION WORKS

- POTABLE WATER PROPERTY SERVICE CONNECTIONS**  
 TOTAL 25 CONNECTIONS
- SINGLE SERVICES IN ACCORDANCE WITH WAT-1106-V
    - 1 x SHORT SIDE
    - 2 x LONG SIDE
  - SPLIT SERVICES IN ACCORDANCE WITH WAT-1107-V
    - 5 x SHORT SIDE
    - 6 x LONG SIDE

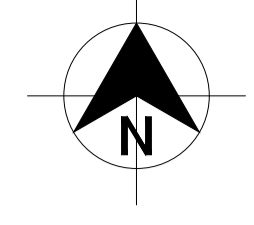
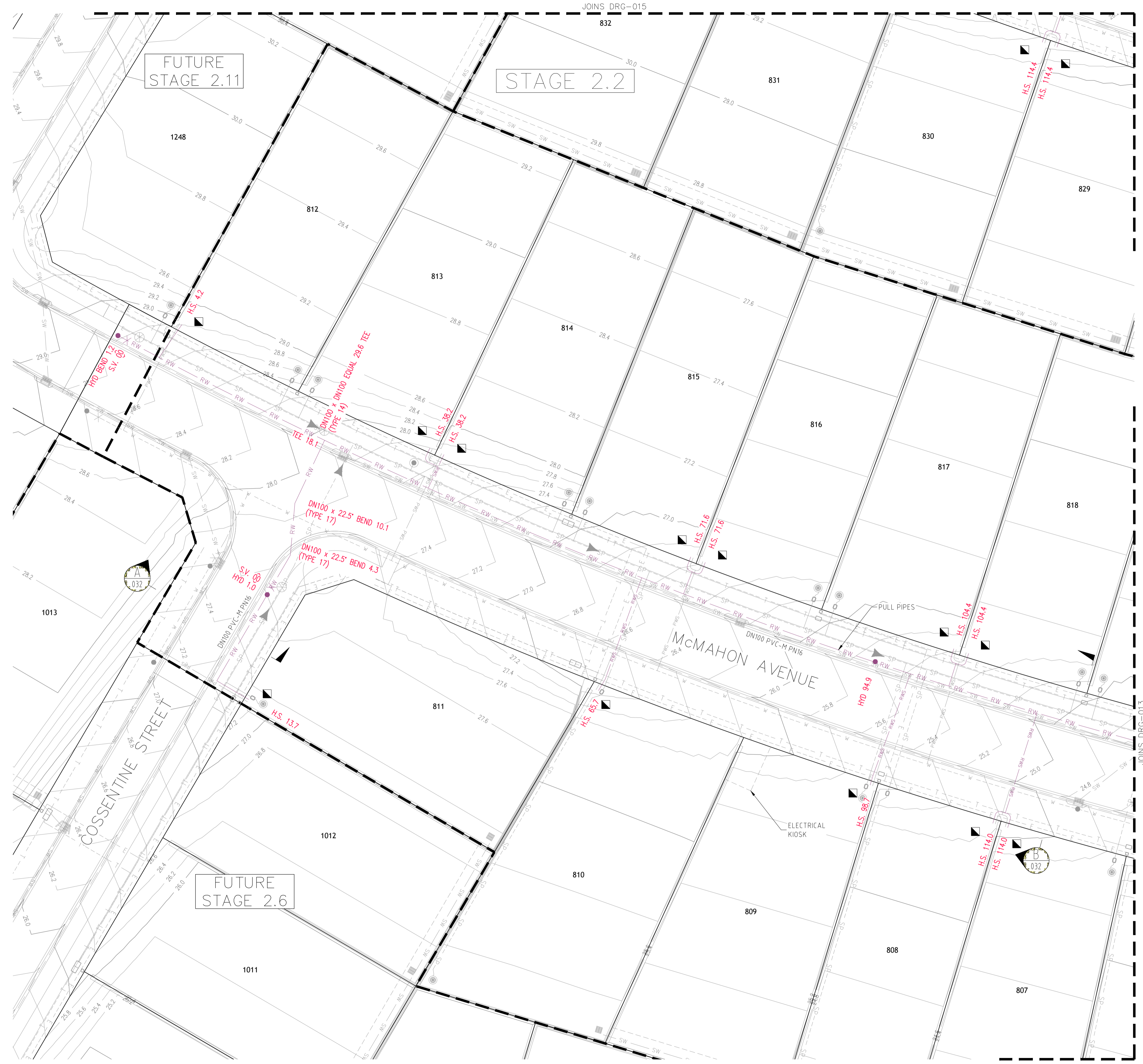
POTABLE WATER PIPE DATA		
PIPE SIZE (mm)	PIPE MATERIAL	TOTAL LENGTH (m)
DN100	PVC-M PN16	399.3

- NOTES:**
1. FOR RECYCLED WATER PIPEWORK DETAIL PLANS REFER TO DRGS-010 TO 013.
  2. FOR PRESSURE SEWER PIPEWORK DETAIL PLANS REFER TO DRGS-016 TO 019.
  3. FOR TYPICAL SERVICE CONNECTION DETAILS REFER TO DRG-024.

PLAN  
SCALE 1:250

**WORK-AS-CONSTRUCTED**

<table border="1"> <thead> <tr> <th>REV.</th> <th>DATE</th> <th>AMENDMENT</th> <th>DRAWN</th> <th>CHECK</th> <th>DESIGN</th> <th>VERIFY</th> <th>SCALES</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>25.09.2015</td> <td>PRELIMINARY ISSUE</td> <td>J.N.</td> <td>L.G.</td> <td>J.N.</td> <td>L.G.</td> <td rowspan="5"> </td> </tr> <tr> <td>B</td> <td>03.11.2015</td> <td>AMENDED ISSUE - FLOW SYSTEMS COMMENTS</td> <td>J.N.</td> <td>L.G.</td> <td>J.N.</td> <td>L.G.</td> </tr> <tr> <td>0</td> <td>18.11.2015</td> <td>CONSTRUCTION ISSUE</td> <td>J.N.</td> <td>L.G.</td> <td>J.N.</td> <td>L.G.</td> </tr> <tr> <td>1</td> <td>02.12.2015</td> <td>AMENDED CONSTRUCTION ISSUE - SERVICES LOCATIONS MODIFIED</td> <td>J.N.</td> <td>L.G.</td> <td>J.N.</td> <td>L.G.</td> </tr> <tr> <td>2</td> <td>31.03.2016</td> <td>AMENDED CONSTRUCTION ISSUE - SERVICES LOCATIONS MODIFIED</td> <td>J.N.</td> <td>L.G.</td> <td>J.N.</td> <td>L.G.</td> </tr> <tr> <td>3</td> <td>18.05.2016</td> <td>AMENDED CONSTRUCTION ISSUE - FLOW SYSTEMS COMMENTS</td> <td>J.N.</td> <td>L.G.</td> <td>J.N.</td> <td>L.G.</td> </tr> <tr> <td>WAC</td> <td>07.03.2017</td> <td>WORK AS CONSTRUCTED - RAR</td> <td>J.N.</td> <td>L.G.</td> <td>J.N.</td> <td>L.G.</td> </tr> </tbody> </table>	REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	SCALES	A	25.09.2015	PRELIMINARY ISSUE	J.N.	L.G.	J.N.	L.G.		B	03.11.2015	AMENDED ISSUE - FLOW SYSTEMS COMMENTS	J.N.	L.G.	J.N.	L.G.	0	18.11.2015	CONSTRUCTION ISSUE	J.N.	L.G.	J.N.	L.G.	1	02.12.2015	AMENDED CONSTRUCTION ISSUE - SERVICES LOCATIONS MODIFIED	J.N.	L.G.	J.N.	L.G.	2	31.03.2016	AMENDED CONSTRUCTION ISSUE - SERVICES LOCATIONS MODIFIED	J.N.	L.G.	J.N.	L.G.	3	18.05.2016	AMENDED CONSTRUCTION ISSUE - FLOW SYSTEMS COMMENTS	J.N.	L.G.	J.N.	L.G.	WAC	07.03.2017	WORK AS CONSTRUCTED - RAR	J.N.	L.G.	J.N.	L.G.	<p><b>Hunter Office</b>                  Unit 7/335 Hillsborough Rd                  Warners Bay N.S.W. 2282                  Phone: (02) 4978 5100                  Fax: (02) 4978 5199                  email: hunter@adwjohanson.com.au                  www.adwjohanson.com.au                  ABN 62 129 445 398</p>	<p>CLIENT</p>	<p>PROPERTY DESCRIPTION</p> <p>PROPOSED SUBDIVISION                  PRECINCT 2, STAGE 2.6 WATAGAN PARK                  WHISTLER DRIVE, COORANBONG                  DA/307/2015</p>	<p>PROJECT</p> <p>POTABLE WATER, RECYCLED WATER AND PRESSURE SEWER RETICULATION</p>	<p>PROJECT No.</p> <p>239078(2.6)</p>	<p>DISCIPLINE</p> <p>- WAT -</p>	<p>NUMBER</p> <p>006</p>	<p>REV.</p> <p>WAC</p>
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<p>DESIGN FILE N:\</p>	<p>DATUM</p> <p>A.H.D.</p>	<p>PLAN TITLE</p> <p>POTABLE WATER DETAIL PLAN - SHEET 3</p>																																																																



**LEGEND**

	RW	RW	PVC-M RECYCLED WATER RETICULATION
	RWS	RWS	RECYCLED WATER PROPERTY SERVICE
	RWTM	RWTM	DN250 PVC-M RECYCLED WATER TRANSFER MAIN
	W	W	PVC-M POTABLE WATER RETICULATION
	PWS	PWS	POTABLE WATER PROPERTY SERVICE
	PWTM	PWTM	DN200 PVC-M POTABLE WATER TRANSFER MAIN
	SP	SP	PE PRESSURE SEWER RETICULATION
	PSM	PSM	PE SEWER PRESSURE MAIN
	T	T	TELSTRA
	E	E	UNDERGROUND POWER
	S/W	S/W	STORMWATER PIPEWORK
	SV		STOP VALVE
	HYD		HYDRANT
	FL HYD		FLUSHING HYDRANT
			PROPERTY SERVICE CONNECTION
			LAY WATER MAIN UNDER STORMWATER PIPE (300mm MIN. VERTICAL CLEARANCE) - REFER TO WAT-1255-H
			LAY WATER MAIN OVER STORMWATER PIPE (300mm MIN. VERTICAL CLEARANCE) - REFER TO WAT-1255-H
			SUBDIVISION STAGE BOUNDARIES

- RECYCLED WATER PROPERTY SERVICE CONNECTIONS**
- TOTAL 45 CONNECTIONS
- SINGLE SERVICES IN ACCORDANCE WITH WAT-1106-V
    - 3 x SHORT SIDE
    - 4 x LONG SIDE
  - SPLIT SERVICES IN ACCORDANCE WITH WAT-1107-V
    - 10 x SHORT SIDE
    - 9 x LONG SIDE

RECYCLED WATER PIPE DATA		
PIPE SIZE (mm)	PIPE MATERIAL	TOTAL LENGTH (m)
DN250	PVC-M PN16	293.8
DN100	PVC-M PN16	838.0

- NOTES:**
1. FOR POTABLE WATER PIPEWORK DETAIL PLANS REFER TO DRGS-004 TO 008.
  2. FOR PRESSURE SEWER PIPEWORK DETAIL PLANS REFER TO DRGS-020 TO 024.
  3. FOR TYPICAL SERVICE CONNECTION DETAILS REFER TO DRG-030.

PLAN  
SCALE 1:250

REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	SCALES
0	27.08.2015	CONSTRUCTION ISSUE	J.N.	L.G.	J.N.	L.G.	
1	25.09.2015	AMENDED CONSTRUCTION ISSUE - RETAINING WALLS RELOCATED	J.N.	L.G.	J.N.	L.G.	
2	18.11.2015	AMENDED CONSTRUCTION ISSUE	J.N.	L.G.	J.N.	L.G.	
3	04.03.2016	AMENDED CONSTRUCTION ISSUE - FS COMMENTS/SERVICES MOVED	J.N.	L.G.	J.N.	L.G.	
WAC	02.08.2016	WORK AS CONSTRUCTED - RAR	A.S.A.		J.N.	B.K.	

**Hunter Office**  
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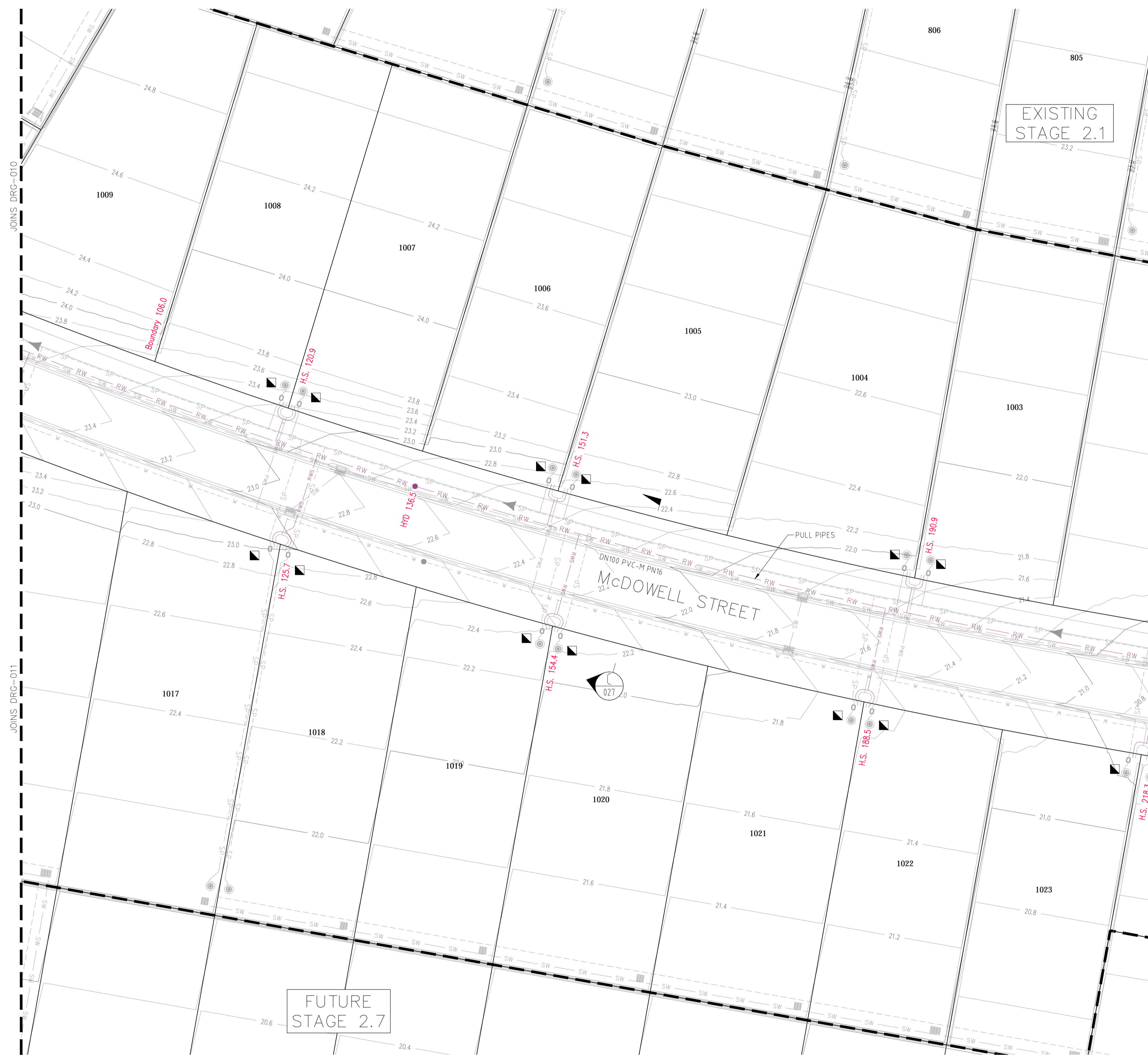
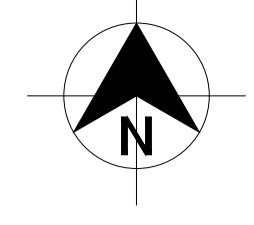
**JOHNSON PROPERTY GROUP**

PROPERTY DESCRIPTION  
 PROPOSED SUBDIVISION  
 PRECINCT 2, STAGES 2.1 & 2.2 WATAGAN PARK  
 WHISTLER DRIVE, COORANBONG  
 DA/307/2015

SURVEYED  
 ADW Johnson

DATUM  
 A.H.D.

PROJECT POTABLE WATER, RECYCLED WATER AND PRESSURE SEWER RETICULATION			
PLAN TITLE RECYCLED WATER DETAIL PLAN - SHEET 1			
PROJECT No. 239078(2.1 & 2.2)	DISCIPLINE - WAT -	NUMBER 012	REV. WAC



**LEGEND**

	RW	PVC-M RECYCLED WATER RETICULATION
	RWS	RECYCLED WATER PROPERTY SERVICE
	RWTM	DN250 PVC-M RECYCLED WATER TRANSFER MAIN
	W	PVC-M POTABLE WATER RETICULATION
	PWS	POTABLE WATER PROPERTY SERVICE
	PWTM	DN200 PVC-M POTABLE WATER TRANSFER MAIN
	SP	PE PRESSURE SEWER RETICULATION
	PSM	PE SEWER PRESSURE MAIN
	T	TELSTRA
	E	UNDERGROUND POWER
	S/W	STORMWATER PIPEWORK
	SV	STOP VALVE
	HYD	HYDRANT
	FL HYD	FLUSHING HYDRANT
		PROPERTY SERVICE CONNECTION
		EXISTING PROPERTY SERVICE CONNECTION
		LAY WATER MAIN UNDER STORMWATER PIPE (300mm MIN. VERTICAL CLEARANCE) - REFER TO WAT-1255-H
		LAY WATER MAIN OVER STORMWATER PIPE (300mm MIN. VERTICAL CLEARANCE) - REFER TO WAT-1255-H
		LIMIT OF SUBDIVISION WORKS

- RECYCLED WATER PROPERTY SERVICE CONNECTIONS**
- TOTAL 25 CONNECTIONS
- SINGLE SERVICES IN ACCORDANCE WITH WAT-1106-V
    - 2 x SHORT SIDE
    - 1 x LONG SIDE
  - SPLIT SERVICES IN ACCORDANCE WITH WAT-1107-V
    - 6 x SHORT SIDE
    - 5 x LONG SIDE

RECYCLED WATER PIPE DATA		
PIPE SIZE (mm)	PIPE MATERIAL	TOTAL LENGTH (m)
DN100	PVC-M PN16	394.1

- NOTES:**
- FOR POTABLE WATER PIPEWORK DETAIL PLANS REFER TO DRGS-004 TO 007.
  - FOR PRESSURE SEWER PIPEWORK DETAIL PLANS REFER TO DRGS-016 TO 019.
  - FOR TYPICAL SERVICE CONNECTION DETAILS REFER TO DRG-024.

PLAN  
SCALE 1:250

**WORK-AS-CONSTRUCTED**

REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY
A	25.09.2015	PRELIMINARY ISSUE	J.N.	L.G.	J.N.	L.G.
B	03.11.2015	AMENDED ISSUE - FLOW SYSTEMS COMMENTS	J.N.	L.G.	J.N.	L.G.
0	18.11.2015	CONSTRUCTION ISSUE	J.N.	L.G.	J.N.	L.G.
1	02.12.2015	AMENDED CONSTRUCTION ISSUE - SERVICES LOCATIONS MODIFIED	J.N.	L.G.	J.N.	L.G.
2	31.03.2016	AMENDED CONSTRUCTION ISSUE - SERVICES LOCATIONS MODIFIED	J.N.	L.G.	J.N.	L.G.
3	18.05.2016	AMENDED CONSTRUCTION ISSUE - FLOW SYSTEMS COMMENTS	J.N.	L.G.	J.N.	L.G.
WAC	07.03.2017	WORK AS CONSTRUCTED - RAR	J.N. A.S.A.	L.G.	J.N.	B.K.

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

**adw Johnson**

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ABN 62 129 445 398

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**JOHNSON PROPERTY GROUP**

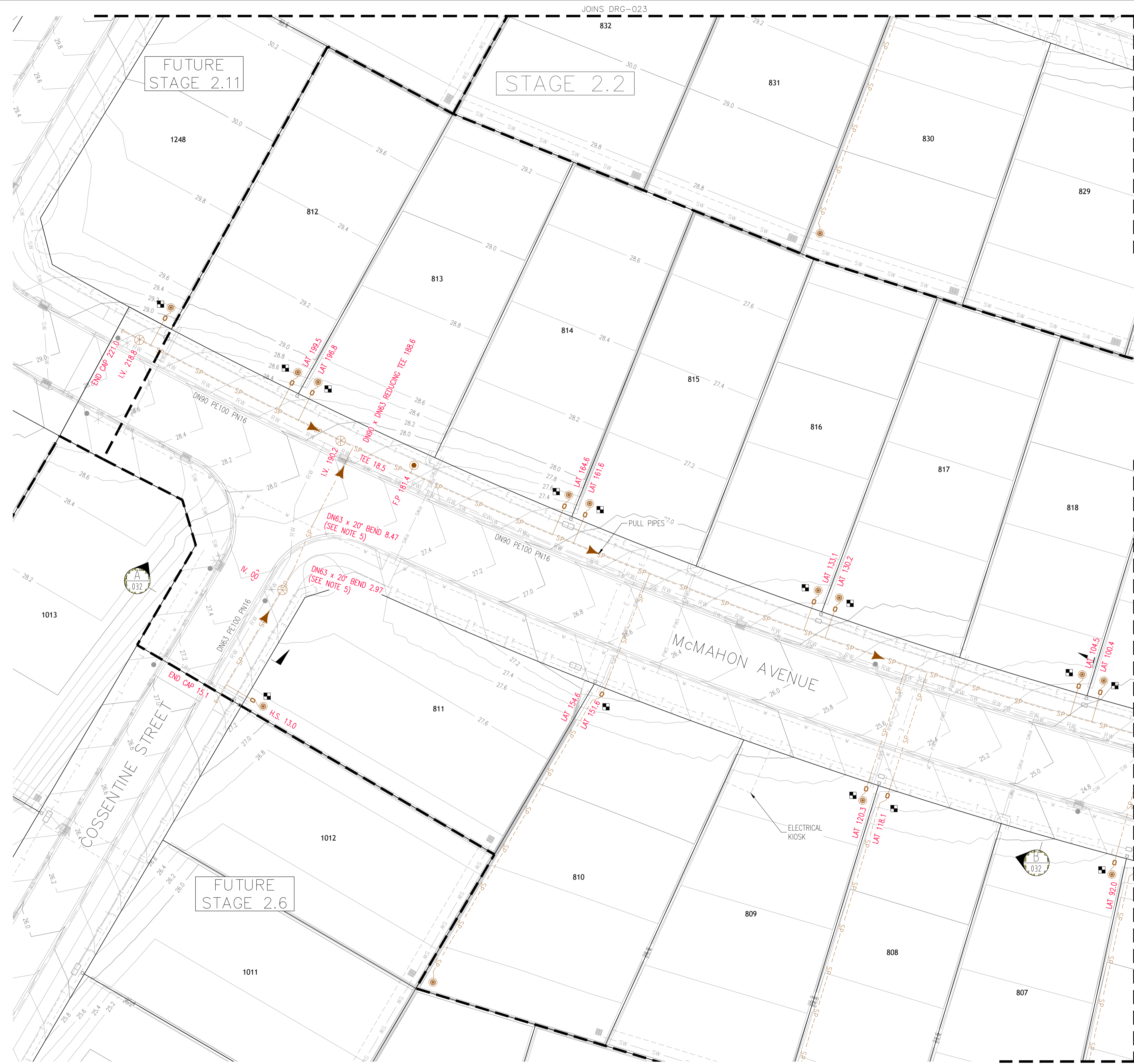
PROPERTY DESCRIPTION

PROPOSED SUBDIVISION  
PRECINCT 2, STAGE 2.6 WATAGAN PARK  
WHISTLER DRIVE, COORANBONG  
DA/307/2015

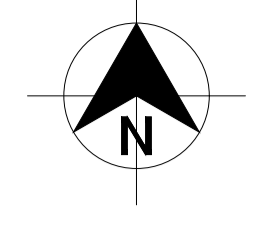
SURVEYED  
ADW Johnson

DATUM  
A.H.D.

PROJECT	POTABLE WATER, RECYCLED WATER AND PRESSURE SEWER RETICULATION		
PLAN TITLE	RECYCLED WATER DETAIL PLAN - SHEET 3		
PROJECT No.	DISCIPLINE	NUMBER	REV.
239078(2.6)	- WAT -	012	WAC



PLAN  
SCALE 1:250



**LEGEND**

	SP	PE PRESSURE SEWER RETICULATION
	PSM	PE SEWER PRESSURE MAIN
	W	PVC-M POTABLE WATER RETICULATION
	PWS	POTABLE WATER PROPERTY SERVICE
	PWTM	DN250 PVC-M POTABLE WATER TRANSFER MAIN
	RW	PVC-M RECYCLED WATER RETICULATION
	RWS	RECYCLED WATER PROPERTY SERVICE
	RWTM	DN250 PVC-M RECYCLED WATER TRANSFER MAIN
	T	TELSTRA
	E	UNDERGROUND POWER
	S/W	STORMWATER PIPEWORK
	IV	ISOLATION VALVE
	FP	FLUSHING POINT
		WASTEWATER COLLECTION TANK AND BOUNDARY KIT
		PRESSURE SEWER FLOW DIRECTION
		PROPERTY SERVICE CONNECTION
		LAY WATER MAIN UNDER STORMWATER PIPE (300mm MIN. VERTICAL CLEARANCE) - REFER TO WAT-1255-H
		LAY WATER MAIN OVER STORMWATER PIPE (300mm MIN. VERTICAL CLEARANCE) - REFER TO WAT-1255-H
		LIMIT OF SUBDIVISION WORKS

**■ PRESSURE SEWER PROPERTY SERVICE CONNECTIONS**  
 TOTAL 45 CONNECTIONS  
 • SINGLE SERVICES  
 - 24 x SHORT SIDE  
 - 21 x LONG SIDE

PRESSURE SEWER PIPE DATA		
PIPE SIZE (mm)	PIPE MATERIAL	TOTAL LENGTH (m)
DN280	PE100 PN16	261.0
DN250	PE100 PN16	145.0
DN90	PE100 PN16	227.8
DN63	PE100 PN16	54.1
DN50	PE100 PN16	419.1

- NOTES:**
- FOR POTABLE WATER PIPEWORK DETAIL PLANS REFER TO DRGS-004 TO 008.
  - FOR RECYCLED WATER PIPEWORK DETAIL PLANS REFER TO DRGS-012 AND 016.
  - FOR TYPICAL SERVICE CONNECTION DETAILS REFER TO DRG-030.
  - FOR FLUSHING POINT TYPICAL DETAILS REFER TO STANDARD DRAWING PSS-1017-FS.
  - CONTRACTOR MAY BEND POLYETHYLENE PIPEWORK IN PLACE OF USING STANDARD FITTINGS WITH A MIN. BENDING RADIUS OF 20 x PIPE DIAM.
  - ALL BENDS WERE ELECTROFUSION SWEEP BENDS
  - DN280 AND DN250 PE PRESSURE SEWER MAIN LAID TO GRADE.
  - FOR WASTEWATER COLLECTION TANK LEVEL DETAILS REFER TO DRG-031.

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3	04.03.2016	AMENDED CONSTRUCTION ISSUE - FS COMMENTS/SERVICES MOVED	J.N.	L.G.	J.N.	L.G.
WAC	02.08.2016	WORK AS CONSTRUCTED - RAR	A.S.A.		J.N.	B.K.

SCALE
0 5 10 A1 / A3 1:250 / 1:500

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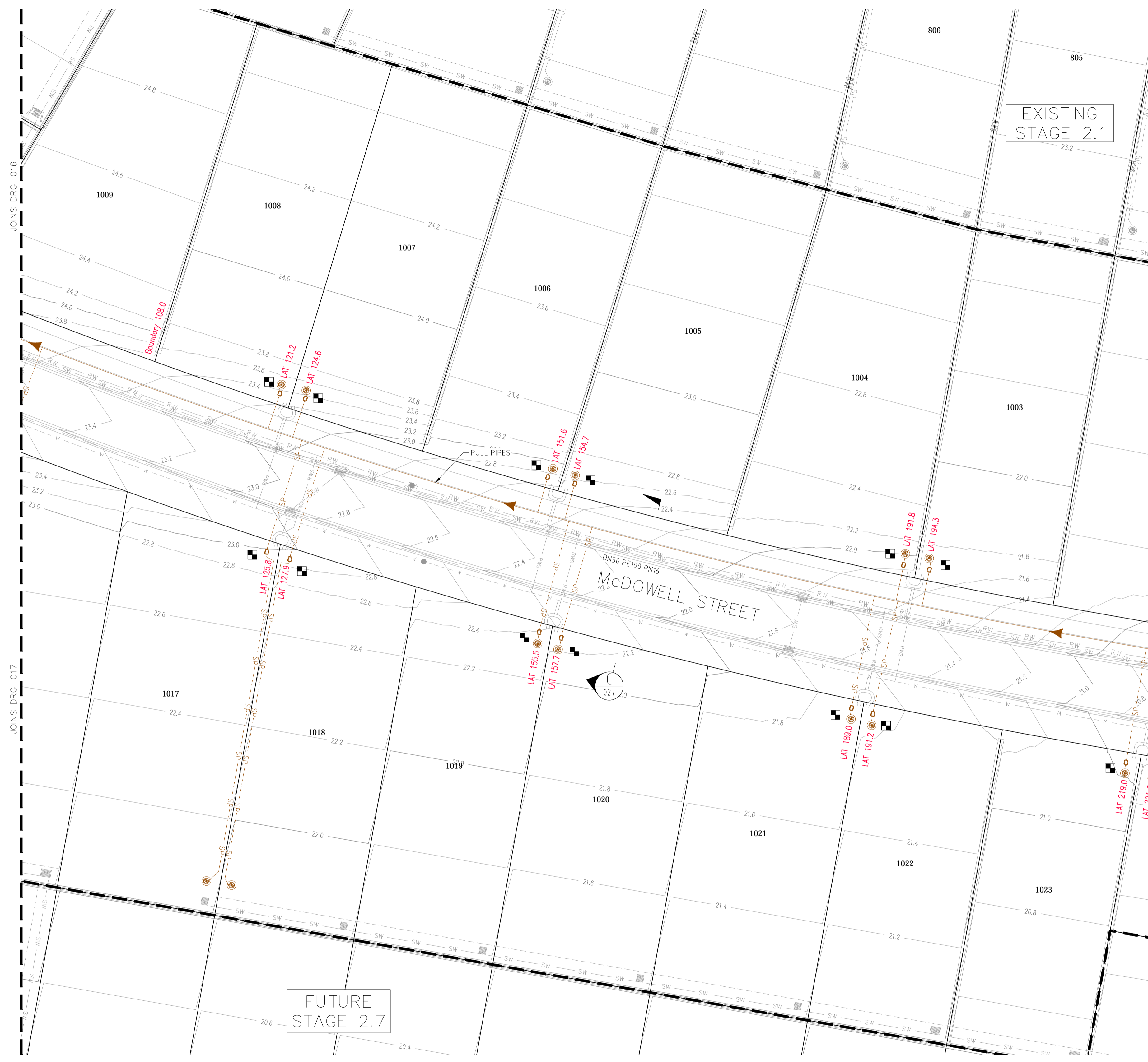
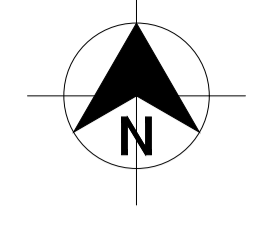
**JOHNSON PROPERTY GROUP**

**CLIENT**

PROPERTY DESCRIPTION  
 PROPOSED SUBDIVISION  
 PRECINCT 2, STAGES 2.1 & 2.2 WATAGAN PARK  
 WHISTLER DRIVE, COORANBONG  
 DA/307/2015

PROJECT	PLAN TITLE
POTABLE WATER, RECYCLED WATER AND PRESSURE SEWER RETICULATION	PRESSURE SEWER DETAIL PLAN - SHEET 1

SURVEYED	DATUM	PROJECT No.	DISCIPLINE	NUMBER	REV.
ADW Johnson	A.H.D.	239078(2.1 & 2.2)	- WAT -	020	WAC



**LEGEND**

- SP --- SP PE PRESSURE SEWER RETICULATION
- PSM --- PSM PE SEWER PRESSURE MAIN
- W --- W PVC-M POTABLE WATER RETICULATION
- PWS --- PWS POTABLE WATER PROPERTY SERVICE
- PWTM --- PWTM DN250 PVC-M POTABLE WATER TRANSFER MAIN
- RW --- RW PVC-M RECYCLED WATER RETICULATION
- RWS --- RWS RECYCLED WATER PROPERTY SERVICE
- RWTM --- RWTM DN250 PVC-M RECYCLED WATER TRANSFER MAIN
- T --- T TELSTRA
- E --- E UNDERGROUND POWER
- S/W --- S/W STORMWATER PIPEWORK
- IV --- IV ISOLATION VALVE
- FP --- FP FLUSHING POINT
- WWTM --- WWTM WASTEWATER COLLECTION TANK AND BOUNDARY KIT
- PS --- PS PRESSURE SEWER FLOW DIRECTION
- PC --- PC PROPERTY SERVICE CONNECTION
- PCX --- PCX EXISTING PROPERTY SERVICE CONNECTION
- U --- U LAY WATER MAIN UNDER STORMWATER PIPE (300mm MIN. VERTICAL CLEARANCE) - REFER TO WAT-1255-H
- O --- O LAY WATER MAIN OVER STORMWATER PIPE (300mm MIN. VERTICAL CLEARANCE) - REFER TO WAT-1255-H
- --- LIMIT OF SUBDIVISION WORKS

■ PRESSURE SEWER PROPERTY SERVICE CONNECTIONS  
 TOTAL 24 CONNECTIONS  
 • SINGLE SERVICES  
 -13 x SHORT SIDE  
 -11 x LONG SIDE

PRESSURE SEWER PIPE DATA		
PIPE SIZE (mm)	PIPE MATERIAL	TOTAL LENGTH (m)
DN63	PE100 PN16	83.8
DN50	PE100 PN16	299.1

- NOTES:**
- FOR POTABLE WATER PIPEWORK DETAIL PLANS REFER TO DRGS-004 TO 007.
  - FOR RECYCLED WATER PIPEWORK DETAIL PLANS REFER TO DRGS-010 AND 013.
  - FOR TYPICAL SERVICE CONNECTION DETAILS REFER TO DRG-024.
  - FOR FLUSHING POINT TYPICAL DETAILS REFER TO STANDARD DRAWING PSS-1017-FS.
  - CONTRACTOR MAY BEND POLYETHYLENE PIPEWORK IN PLACE OF USING STANDARD FITTINGS WITH A MIN. BENDING RADIUS OF 20 x PIPE DIAM.
  - ALL BENDS SHALL BE ELECTROFUSION SWEEP BENDS (FABRICATED BENDS SHALL NOT BE USED).

PLAN  
SCALE 1:250

**WORK-AS-CONSTRUCTED**

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3	18.05.2016	AMENDED CONSTRUCTION ISSUE - FLOW SYSTEMS COMMENTS	J.N.	L.G.	J.N.	L.G.																																																								
WAC	07.03.2017	WORK AS CONSTRUCTED - RAR	J.N.	L.G.	J.N.	L.G.																																																								
<p>DESIGN FILE N: \</p> <p>Plotted By: DarrenSheather Plot Date: 09/03/17 - 21:32 Cad File: P:\20 - Lake Macquarie\23647 Watagan Park\Stage 2.6\Drawings\239078(2.6)-WAT-016 WAC.dwg</p>	<p>PLAN TITLE</p> <p>PRESSURE SEWER DETAIL PLAN                  - SHEET 3</p>	<p>PROJECT No.</p> <p>239078(2.6)</p>	<p>DISCIPLINE</p> <p>- WAT -</p>	<p>NUMBER</p> <p>018</p>	<p>REV.</p> <p>WAC</p>																																																									

# A. J. KANE PTY LTD

\* Accredited Certifier \* Principal Certifying Authority  
\* Building Surveyor (MAIBS)

PO Box 7283  
Baulkham Hills  
Business Centre  
NSW 2153

Fax: 9899 2541

Mob: 0409 991 498

Email: [ajkanep1@bigpond.net.au](mailto:ajkanep1@bigpond.net.au)

Lake Macquarie City Council

Please find attached FOC for Lot 808 McMahon Ave,  
Cooranbong (CDC) plus chg for \$36 lodgement.

Kind regards,



*With Compliments*

# A.J. KANE PTY LTD

ABN 65 098 226 781

*cc/815/2016  
008735021*

PO Box 7283  
Baulkham Hills  
Business Centre  
NSW 2153

Fax: 9899 2541

Mob: 0409 991 498

Email: ajkanepl@bigpond.net.au

## OCCUPATION CERTIFICATE NO. 17-139

Issued under the Environmental Planning and Assessment Act 1979  
Sections 109C(1)(c) and 109H

<b>Type of Certificate</b>	<b>FINAL CERTIFICATE</b>
<b>Applicant</b>	
Name	<i>Mr. T &amp; Mrs. E Smith</i>
Address	<i>C/- PO Box 769 Parramatta 2150</i>
Contact No.	<i>1300 76 9988</i>
<b>Owner of Building</b>	<i>As Above</i>
<b>Complying Development Certificate</b>	
Certificate No.	<i>16304</i>
Date of Determination	<i>7<sup>th</sup> December 2016</i>
<b>Construction Certificate</b>	
Certificate No.	<i>N/A</i>
Date of Determination	<i>N/A</i>
<b>Subject Land</b>	
Address	<i>No. 11 McMahon Ave, Cooranbong</i>
Lot & DP	<i>Lot 808 DP 1215384</i>
<b>Building Details</b>	
	<i>Whole</i>
	<i>Use: Dwelling &amp; Attached Garage</i>
	<i>Class: 1a &amp; 10a</i>
<b>Attachments</b>	<i>Applicable certificates</i>



## Critical Stage Inspections

The PCA certifies that the following critical stage inspections, as per Clause 162A(4) of the Environmental Planning and Assessment Regulation, were carried out and found to be satisfactory, and that the project was generally in accordance with the relevant approved plans and specifications and Council's Development Consent, where applicable

<b>Date</b>	<b>Inspection</b>	<b>Accredited Certifier &amp; No.</b>	
23/02/17	Piers	L D Appleyard	BPB 0011
02/03/17	Slab steel	L D Appleyard	BPB 0011
07/03/17	Stormwater	A. Kane	BPB 0205
26/04/17	Framework	A. Kane	BPB 0205
15/05/17	Wet area	A. Kane	BPB 0205
01/02/18	Completion	A. Kane	BPB 0205

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### Determination

Type of Certificate	<i>Final Certificate</i>
Approved/Refused	<i>Approved</i>
Date of Determination	<i>1st February 2018</i>

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### Certificate.

I, Anthony Kane, certify that:

- The building will not constitute a hazard to the health and safety of the occupants of the building where an interim occupation certificate is being issued, and
- I have been appointed as the Principal Certifying Authority under Sec 109E
- A Development Consent or Complying Development Certificate is in force with respect to the building
- In the case of a building erected pursuant to development consent but not a Complying Development Certificate, a Construction Certificate has been issued with respect to the plans and specifications for the building
- The building is suitable for occupation or use in accordance with its classification under the National Construction Code

Signature



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### Certificate No.

*17-139*

### Date

*1st February 2018*

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### Principal Certifying Authority

*Anthony Kane*

**Accreditation No.** *BPB 0205*

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### Accreditation Body

*Building Professionals Board*

# PRODUCT & INSTALLATION WARRANTY

This is to certify that Bradford™ Insulation product has been installed at:

Address Lot 808, MCMAHON AVENUE, COORANBONG NSW 2265 ("the Premises")

Date of Installation: Ceiling / Roof : 23 Jun 2017 Walls: 27 Apr 2017 Floor: \_\_\_\_\_  
("Installation Date")

Product installed:	Material R-Value		
	Ceiling/Roof	Wall	Floor
Bradford Gold Insulation	R3.5	R1.5	
Bradford SoundScreen™		R1.7	
Bradford™ Black			
Bradford Optimo™ Sub-Floor Insulation			
Bradford Polymax™			
Bradford Thermoseal™ Wall Wrap			
Bradford Enviroseal ProctorWrap			

## CSR BRADFORD PRODUCTS WARRANTY

CSR Building Products Limited ACN 008631356 ("CSR Bradford") warrants that Bradford Gold, Bradford SoundScreen™, Bradford Optimo™ Under-Floor Insulation, Bradford Black and Bradford Polymax ("Bradford Products") installed at the Premises will meet the following standards for 70 years provided they are not disturbed after installation:

1. Achieve optimum fire resistance performance when tested in accordance with Australian Standard 1530 part 3 of 1999, being 0, 0, 0, 1
  2. Be electrically non-conductive
  3. Achieve the stated thermal resistances (R-values) in accordance with AS/NZS4859.1.
- Bradford Thermoseal™ Wall Wrap and Bradford Enviroseal™ ProctorWrap™ is warranted by Bradford for 10 years from the date of installation.

This warranty provides for the replacement or re-installation of insulation, or refund up to the original invoice value of the relevant Bradford Products.

## 7 YEAR INSTALLATION WARRANTY

The Installer has provided the installation service in respect of Bradford Gold, Bradford SoundScreen™, Bradford Black, Bradford Polymax, Bradford Optimo™ Under-Floor Insulation, Bradford Thermoseal™ Wrap and Bradford Enviroseal™ ProctorWrap™ ("the Installed Bradford Products") at the Premises and Bradford warrants that the installation service has been provided with due care and skill and has been performed in accordance with Bradford's recommendations and all relevant standards.

Subject to the conditions below, Bradford warrants for a period of 7 years from the Installation Date that the installation of the Installed Bradford Products, as referred to in this warranty, will not materially increase the risk of fire within the Premises.

In circumstances where the Installed Bradford Products are independently assessed as having materially contributed to any fire within the Premises, this warranty covers resulting property damage up to a total value of \$2 million.



**Stuart Sutherland**  
Business Manager  
CSR Bradford  
CSR Building Products Limited  
ABN 55 008 631 356

This 7 Year Installation Warranty will cease to apply if and when:

- \* The Installed Bradford Products (Gold, SoundScreen™, Optimo™, Black, Polymax, Bradford Thermoseal™ Wall Wrap, and Bradford Enviroseal™, ProctorWrap™) are moved, tampered with or otherwise disturbed post installation; **or**
- \* In the case of ceiling insulation, where additional downlights, ducted air conditioning or any other ceiling penetrations are installed (including re-installation of existing downlights in a new position) in the Premises post installation; **or**
- \* In the case of wall insulation where any additional cables, electrical wiring, electrical fittings & outlets are installed in the Premises post installation.

Other than as set out above, the CSR Bradford Products Warranty and the 7 Year Installation Warranty are in substitution for and to the exclusion all other rights and remedies (if any) including liability for personal injury, property damage, loss of profits, savings or special or consequential loss, however caused or arising.

Certain legislation, including the Trade Practices Act 1974 (Cth), may imply warranties or conditions or impose obligations upon Bradford that cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. This warranty must be read subject to those statutory provisions. If these statutory provisions apply, to the extent to which Bradford is able to do so, its liability under those provisions will be limited, at its option, to:

- (a) the replacement of the goods, resupply of the services, or supply of equivalent goods or services;
- (b) the payment of the cost of replacing the goods or supplying the services again, or acquiring equivalent good or services;
- (c) the repair of the goods; or
- (d) the payment of the cost of having the goods repaired.

## HEALTH AND SAFETY INFORMATION

Information on health risks and safe handling of our products is displayed on the packaging and/ or the documentation accompanying them. Additional information is listed in product Safe Use Information Sheets available from your regional Bradford Insulation office or on our website [www.bradfordinsulation.com.au](http://www.bradfordinsulation.com.au).

