

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	REN PROPERTY 98 Hannell Street, Wickham NSW 2293	phone 0412 867 777 fax ref David Podmore
co-agent	Walkom Real Estate 443 Hunter Street, Newcastle NSW 2300	phone 02 4974 8900 fax ref Thomas Hook
vendor	F & M Gonzalez Developments Pty Ltd ACN 645 113 300 70 Park Street, Charlestown NSW 2290.	
vendor's solicitor	KEYSTONE LAWYERS 86 Darby Street, Newcastle NSW 2300 PO Box 264, Newcastle NSW 2300 email: bryce@keystonelawyers.com.au	phone +61 2 4915 9950 fax ref LS/BR/MT/200030/22
date for completion	Refer to Special Condition 9 (clause 15)	
land (address, plan details and title reference)	Proposed Units 106, 112 Princes Avenue, Charlestown NSW 2290. Proposed Lots 1000 in an unregistered Strata Plan being part of Lot 4 in Deposited Plan 803917.	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Townhouses.	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

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

inclusions exclusions purchaser purchaser's <input type="checkbox"/> solicitor <input type="checkbox"/> conveyancer price \$ deposit \$ _____ balance \$ _____ contract date	<table border="0"> <tr> <td><input type="checkbox"/> blinds</td> <td><input type="checkbox"/> dishwasher</td> <td><input type="checkbox"/> light fittings</td> <td><input type="checkbox"/> stove</td> </tr> <tr> <td><input type="checkbox"/> built-in wardrobes</td> <td><input type="checkbox"/> fixed floor coverings</td> <td><input type="checkbox"/> range hood</td> <td><input type="checkbox"/> pool equipment</td> </tr> <tr> <td><input type="checkbox"/> clothes line</td> <td><input type="checkbox"/> insect screens</td> <td><input type="checkbox"/> solar panels</td> <td><input type="checkbox"/> TV antenna</td> </tr> <tr> <td><input type="checkbox"/> curtains</td> <td colspan="3"><input checked="" type="checkbox"/> other: Refer to Schedule of Finishes annexed to this Contract.</td> </tr> </table> phone fax ref (10% of the price, unless otherwise stated) (if not stated, the date this contract was made)	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: Refer to Schedule of Finishes annexed to this Contract.		
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buyer's agent

vendor

witness

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

purchaser JOINT TENANTS tenants in common in unequal shares

witness

Choices

- Vendor agrees to accept a **deposit bond** (clause 3) NO yes
- Nominated Electronic Lodgment Network (ELN)** (clause 30) PEXA
- Electronic transaction** (clause 30) no YES
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve within 14 days of the contract date):
- Parties agree that the deposit be invested (clause 2.9) NO yes

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

- Land tax** is adjustable NO yes
- GST:** Taxable supply NO yes in full yes to an extent
- Margin scheme will be used in making the taxable supply NO yes

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

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

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

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name: F & M Gonzalez Developments Pty Ltd

Supplier's ABN: 11 645 113 300

Supplier's GST branch number (if applicable):

Supplier's business address: 70 Park Street, Charlestown NSW 2290

Supplier's email address: frank.gonzalez@algonsteel.com.au

Supplier's phone number: 0415 685 065

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

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

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

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

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

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

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

List of Documents

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**
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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>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).

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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *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.

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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 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.
- 16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.
- 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 4.3);
- 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; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 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 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 - 3) 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.

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 s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 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 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.
- 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 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7* days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these *terms* (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

<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>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<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>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<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> .

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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve evidence* of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

Disclosure Statement – Off the Plan Contracts

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

VENDOR	F & M Gonzalez Developments Pty Ltd ACN 645 113 300
PROPERTY	Townhouses 1-6, 12 Princes Avenue, Charlestown NSW 2290

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

DETAILS					
Completion	21 days from notice of registration.	Refer to clause(s):	Special Condition 9		
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Refer to clause(s):	Special Condition 1 and 8
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Special Condition 11		
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA/2772/2021		
Has a principal certifying authority been appointed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Provide details:			
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Special Condition 8		

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



Special Conditions

1. Definitions

In this Contract the following terms have these meanings unless the contrary intention appears.

Authorised Representative means the Solicitor of the party and any other person nominated by a party as its representative who can bind that party.

Authority means any governmental, local governmental, statutory, public or other Authority having control or jurisdiction over the Property.

Building means the residential dwelling to be constructed by the Vendor in accordance with this Contract.

By-Laws mean the By-Laws to be registered with the Strata Plan at Annexure B.

Claim means includes any demand, proceeding, all manner of actions, suits, causes of action, arbitration, debts, dues, costs, claims, demands, interest verdicts, including (without limitation) any claim, demand, action, proceeding, arbitration or suit seeking the payment of money, relief from liquidated damages or any costs, expenses, Loss, compensation or damages on any ground whatsoever pursuant to the Contract and judgments whatsoever both at law, or in equity or arising under the provisions of statute, whether known or unknown and any claim for direct or consequential loss (including loss of profit, loss of production, loss of property or loss of income).

Common Property means common property formed on registration of the Strata Plan.

Completion Date means the date for completion of this Contract as specified in special condition 9.

Consent means any necessary Consent as required under statute or as determined by the Vendor in its absolute discretion from any Authority including but not limited to the Consent Authority.

Consent Authority means Lake Macquarie City Council.

Council means Lake Macquarie City Council.

Deposit Holder means the Vendor's Agent named on the front page of this Contract.

Extended Registration Date means the date which is six (6) months from the date the Vendor notifies the Purchaser that the Registration Date is extended, such notice which must be served in accordance with special condition 8.

Floor Plans/Architectural Plans mean the plans at Annexure C.

Loss means any loss, cost, expense, damage, injury to person, death or liability (including any fine or penalty) whether direct or indirect or consequential (including but not limited to loss of profit, loss of opportunity, expenses incurred), present or future, fixed or unascertained, actual or contingent and whether arising under the Contract (including any breach of the Contract), in

equity (including breach of an equitable duty, breach of confidentiality or breach of fiduciary duty), under statute (including breach of statutory duty to the maximum extent possible), in tort (including for negligence or negligent misrepresentation) or otherwise (including in restitution).

LRS means NSW Land Registry Services.

Occupation Certificate means an occupation certificate issued under the *Environmental Planning and Assessment Act 1996* (NSW).

Owners Corporation means the owners corporation constituted on registration of the Strata Plan.

Practical Completion means the date on which the Vendor obtains an Occupation certificate pursuant to the *Environmental Planning and Association Act 1979* for the Building.

Proposed Strata Plan means the proposed plan of subdivision at Annexure A.

Property means proposed Lots 1-6 as shown on the Proposed Strata Plan being part of Lot 4 in DP803971.

Registration Date means the date which is twelve (12) months from the date of this Contract.

Schedule of Fixtures and Finishes means the schedule at Annexure D.

Strata Managing Agent means a strata managing agent as defined under the *Strata Schemes Management Act 2015*.

Strata Plan means the draft Strata Plan described in Special Condition 6 and at Annexure A which is intended to be registered with LRS.

Strata Scheme means the Strata Scheme created on registration of the Strata Plan.

2. Interpretation

2.1 The following applies in the interpretation of this Contract, unless the context requires otherwise.

- (a) Headings are for convenience only and do not affect the interpretation of this Contract.
- (b) A reference to any Act, Regulation, rule or similar instrument includes any consolidations, amendments or re-enactments of it, any replacements of it, and any regulation or other statutory instrument issued under it.
- (c) A reference to clause, paragraph, subclause, attachment, annexure, and schedule means a clause, paragraph, subclause, attachment, annexure or schedule to this Contract.
- (d) A reference to a gender includes a reference to each gender.
- (e) The singular includes the plural number and vice versa.
- (f) 'Person' includes a firm, corporation, unincorporated association or a governmental Authority.

- (g) A reference to a party or a person includes that party's or person's executors, legal personal representatives, successors, liquidators, administrators, trustees in bankruptcy and similar officers and, where permitted under this Contract, their substitutes and assigns.
 - (h) An agreement on a part of, or in favour of, two or more persons binds them jointly and severally.
 - (i) A reference to a party means a person named as a party to, and bound by, this Contract.
 - (j) Includes or including means includes or including (as the case may be) without limitation.
- 2.2 These further conditions must be read subject to any rights granted to the Purchaser under any statute or subordinate legislation to the extent that those rights cannot be excluded.
- 2.3 If there is any conflict between the provisions of these further conditions and those contained in the printed conditions of this Contract, these further conditions prevail.
- 2.4 All annexures and attachments form part of this Contract and are deemed items of disclosure where appropriate.

3. Amendment of printed clauses to Contract

- 3.1 The printed clauses of this Contract are amended as follows:
- (a) Inserting after the word "call" in clause 2.9, the words "or on term deposit or deposits maturing on or before completion as selected by the Vendor".
 - (b) Clause 3 is deleted.
 - (c) Clause 4.1 is replaced with:

"The Purchaser must serve the form of Transfer within 7 days from the date the Vendor serves notice of registration of the Proposed Plan of Subdivision."
 - (d) Clause 5.2.1 is replaced with:

"if it arises out of this Contract or is a general question about the Property or the title - within 7 days from the date the Vendor serves notice of registration of the Proposed Plan of Subdivision."
 - (e) Clause 5.2.2 is replaced with:

"if it arises out of anything served by the Vendor on the Purchaser – within 7 days from the date the Vendor serves the notice; and"
 - (f) Clause 7.1.1 is amended by replacing 5% with 1%.
 - (g) Clause 7.1.3 is amended by replacing 14 days with 7 days.
 - (h) Clause 7.2.1 is amended by replacing 10% with 3%.
 - (i) Clause 10.1, line 1 is replaced with:

"The Purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of"

- (j) Clause 11 is deleted.
- (k) Printed Clause 14.4 is deleted.
- (l) Clause 18.7 is amended by deleting the words “none is payable” and replacing them with the words “then the fee will be the amount of \$90.00 payable per day that the Purchaser is in possession of the Property”.
- (m) Clause 28 is deleted.

4. Miscellaneous

- 4.1 This Contract constitutes the entire agreement between the Vendor and the Purchaser regarding the sale of the Property.
- 4.2 The Purchaser acknowledges and warrants that in entering into this Contract, they have not relied on any other letter, document, correspondence, representation or arrangement, whether oral or in writing, made by or on behalf of the Vendor (including by any agent acting on behalf of the Vendor).
- 4.3 The Purchaser is not entitled to object to the registration of an easement or restriction on the Property required by the Consent Authority or any other Authority having jurisdiction over the Property, nor will it seek to rescind or delay completion in respect of the registration on the community property of any such easement or restriction.
- 4.4 Notwithstanding clause 5 of the printed conditions, the Purchaser is deemed to have made the requisitions and general questions about the Property contained in the requisitions annexed to the Contract.
- 4.5 The Purchaser is not entitled to make or raise any requisitions in addition to those contained in this Contract, unless they arise specifically from the Purchaser’s inspection or investigation of the Property or of the Vendor’s title. The provisions of the printed conditions 5 apply to any such specific requisitions.
- 4.6 The Purchaser may rescind this Contract if the owner of the Improvements on the Property is not entitled, as at the date of this Contract, to claim compensation from the Mines Subsidence Board in respect of any damage to the Property and/or Improvements arising from mine subsidence, and written communication from the Mines Subsidence Board to that effect will be conclusive for the purposes of this Special Condition.
- 4.7 Notwithstanding any other provision in this contract, in the event that the title to the property is Limited Title or Qualified Title, the Vendor is not required to provide to the Purchaser an Abstract of Title or old system documents relating to the Property.

5. Construction of the Building

- 5.1 Completion of this Contract is subject to the construction of the Building by the Vendor in a proper and workmanlike manner and substantially in accordance with:
 - 5.1.1 the Consent;
 - 5.1.2 the Schedule of Fixtures and Fittings; and
 - 5.1.3 the Floor Plans.

In the event of any discrepancy, the order of precedence shall be deemed as appears above in this clause 5.1.

- 5.2 The Purchaser acknowledges and agrees that the Vendor may at any time in its absolute discretion, vary:
- 5.2.1 the method of construction of the Building to that shown in the Consent provided such variation complies with the Consent and does not materially affect the Property;
 - 5.2.2 any finish specified in the Schedule of Fixtures and Finishes to another finish that is at least similar in quality to those listed in the Schedule of Fixtures and Finishes; and
 - 5.2.3 any item to be installed in the Property specified in the Schedule of Fixtures and Finishes to another item of equivalent quality.
- 5.3 The Purchaser is not entitled to make any claim or requisition, delay completion of this Contract, rescind or terminate this Contract in relation to any matter arising out of or in connection with the provisions of this special condition 5. This special condition 5.3 shall not merge on completion or termination of this Contract.

6. Strata Plan

- 6.1 Notwithstanding anything herein contained, all measurements, lot numbers and other encumbrances shown on the Strata Plan at Annexure A are provisional only and are subject to the measurements, lot numbers and encumbrances to be shown on the Strata Plan referred to when finally surveyed and approved by the Consent Authority and registered as a Strata Plan.
- 6.2 For the avoidance of doubt, the Vendor reserves the right to make such alterations to the Strata Plan as are required either to obtain final approval and Consent of the Consent Authority or any body or Authority having jurisdiction over the Property or to enable registration of the Strata Plan by LRS, or, as the Vendor, in its absolute discretion, may require.
- 6.3 The Purchaser is not entitled to make any objection, requisition or claim for compensation or delay settlement on account of any minor variations or discrepancies between the dimensions and position of the subject lot as shown on the Strata Plan and the final plan that is registered with LRS.
- 6.4 If the Vendor notifies the Purchaser of any alteration, variation or discrepancy up to the time of lodgement of the Strata Plan for registration is other than minor, either party shall elect within fourteen (14) days of being informed of the date of lodgement of the Strata Plan whether to complete this Contract on the terms set out herein or whether to rescind this Contract. In this regard time shall be of the essence.
- 6.5 For the purpose of this special condition, any variation or alteration to the Strata Plan as herein contemplated shall be other than minor if it has the effect of decreasing the area of the subject lot by more than 5%, and the Vendor and Purchaser agree the measurement of 5% shall be a variation to the Strata Plan.
- 6.6 Notwithstanding any other provision in this Contract, an election to rescind under this special condition 6 shall be deemed to be an express right to rescind and the provisions of clause 19.2.1 and 19.2.4 of the printed conditions shall have full force and effect. Should either party not so elect to rescind this Contract within the said period of fourteen (14) days, then that party shall be deemed to have waived such right of rescission and accepted the Strata Plan as registered with LRS and the dimensions and shape of the said land as appears in such registered plan. The provisions of this special condition 6.6 shall not merge on completion or termination of this Contract.

7. Utilities and Services

- 7.1 The Purchaser must take the Property subject to the water, sewerage, drainage, gas, electricity and other installations and services existing at the Completion Date.
- 7.2 The Purchaser is not entitled to make any objection, requisition, or claim for compensation or otherwise or delay completion of, or rescind or terminate this Contract if:
- 7.2.1 any connection passes through any other property or that any connection to any other property passes through the Property;
- 7.2.2 any water sewerage main or any underground or surface stormwater pipe passes through, over or under the Property; or
- 7.2.3 any sewer manhole or vent is on the Property.
- 7.3 The provisions of special condition 7.2 shall not merge on completion of this Contract.

8. Registration

- 8.1 Completion of this Contract is subject to and conditional on the registration of the Strata Plan on or before the Registration Date or the Extended Registration Date, as the case may be.
- 8.2 Subject to Section 66ZL of the *Conveyancing Act 1919*, should the Strata Plan not be registered with LRS by the Registration Date or the Extended Registration Date, as the case may be, then either party shall be at liberty to rescind this Contract by notice in writing to the other party or their Authorised Representative and in such case the provisions of clause 19 of the printed conditions shall apply.
- 8.3 Either party may rescind this Contract pursuant to special condition 8.2 by written notice to the other and neither party will have any claim against the other except for any antecedent breaches, provided that where the Purchaser rescinds it must serve on the Vendor a valid notice of rescission not later than seven (7) days after the Registration Date. In this regard time is of the essence and a failure to rescind within that time shall waive the Purchaser's right to rescind this Contract pursuant to special condition 8.2.
- 8.4 The Vendor must use all reasonable endeavours to have the Strata Plan registered on or before the Registration Date or the Extended Registration Date, as may be the case.
- 8.5 If the Strata Plan is registered before the service of the written notice referred to in special condition 8.2, neither party will be entitled to rescind this Contract.
- 8.6 If any requirement is imposed by Council or any other Authority having jurisdiction over the Property in relation to the registration of the Strata Plan which is, in the reasonable opinion of the Vendor, too onerous for the Vendor to perform or if the registration of the Strata Plan in respect of the property being purchased, the Vendor may rescind this Contract and neither party will have any claim against the other. The provisions of this special condition 8.6 shall not merge on completion or termination of this Contract.
- 8.7 Notwithstanding any other clause of this Contract, the Vendor may for any reason and in its absolute discretion, serve a notice or notices on the Purchaser extending the Registration Date provided that the date specified in the Vendor's notice does not extend beyond the Extended Registration Date.
- 8.8 The Purchaser must not at any time register a caveat against the Property in the registry of the LRS.

9. Completion

- 9.1 The Vendor has lodged a development application with Council for the Parent Lot ('**Development Application**').
- 9.2 Completion of this Contract is subject to and conditional upon the Vendor obtaining the consent of Council to the Development Application or consent subject to conditions reasonably acceptable to the Vendor within three (3) months from the date of this Contract ('**Expiry Date**').
- 9.3 If the Vendor does not obtain the consent of Council to the Development Application or consent subject to conditions reasonably acceptable to the Vendor on or before the Expiry Date (or within such further time as the parties agree) then either party may rescind this Contract and the provisions of clause 19.2.1 and 19.2.4 will apply. This subclause survives termination of this Contract.
- 9.4 Subject to this clause 9, the Completion Date will be the later of:
- 9.4.1 Twenty-one (21) days from notification of registration of the Strata Plan; and
- 9.4.2 Twenty-one (21) days from the date of service of an Occupation Certificate in respect of the Property; and
- 9.4.3 Thirty-five (35) days from the date of this Contract.

10. Notice to Complete

- 10.1 Should completion of this Contract not be effected in accordance with special condition 9, then either party shall be at liberty to issue a Notice to Complete requiring this Contract to be completed within fourteen (14) business days from the date of such Notice, making time of the essence and both parties agree the Notice period is sufficient.
- 10.2 In addition, to the provisions for service of notices set out in printed condition 20.6 of this Contract, service of any notice under this special condition 10 must comply with special condition 12 of this Contract and the timing of service of such notice will be deemed according to the provisions of special condition 12.
- 10.3 In the event the Vendor is required to serve a Notice to Complete on the Purchaser pursuant to special condition 10.1, the Purchaser shall be liable to pay to the Vendor the sum of \$275 plus GST on completion being the Vendor's Solicitor's reasonable legal costs to prepare and serve such notice.

11. Interest

- 11.1 If completion does not occur on the Completion Date, the Purchaser must pay the Vendor on completion, interest calculated at the rate of 10% per annum on a daily rate on the balance of the purchase price for the period commencing on the date following the Completion Date and ending on the date of actual completion of this Contract.
- 11.2 The Purchaser must not require the Vendor to complete this Contract unless interest payable under this special condition 11 is paid to the Vendor on completion. It is an essential term of this Contract that the interest is paid by the Purchaser on completion of this Contract.
- 11.3 Clause 10.1 of the printed conditions does not apply in respect of any days during which completion has been delayed due to the fault of the Vendor.

12. Notices

- 12.1 Any notice or other communication required to be given under this Contract must be:
- 12.1.1 in legible writing;
 - 12.1.2 signed by the party giving it (sender) or by its Authorised Representative;
 - 12.1.3 delivered by hand or sent by post (air mail if sent to an address in another country) to the relevant address set out on the front page of this Contract;
 - 12.1.4 sent by facsimile to the relevant fax number set out on the front page of this Contract or the facsimile of the recipient's Authorised Representative; or
 - 12.1.5 sent by electronic mail to the relevant email address set out on the recipient's Authorised Representative.
- 12.2 A party may change its address, fax number or email address for the purpose of notices by giving notice of that change in accordance with the provisions of this special condition.
- 12.3 Notices are taken to be given:
- 12.3.1 in the case of delivery by hand, when delivered;
 - 12.3.2 in the case of delivery by post, on the third (seventh, if sent to an address in another country) day after the date of posting;
 - 12.3.3 in the case of delivery by fax, at the time shown on a transmission report by the machine from which the fax was sent which indicates that the fax communication was sent at the time, in its entirety and without error to the fax number of the recipient; or
 - 12.3.4 in the case of delivery by electronic mail, at the time the electronic mail is received by the recipient's email server and it is irrelevant as to whether the recipient has read the electronic mail or not.
- 12.4 A recipient of a notice given pursuant to this special condition must not enquire, where the notice purports to be signed on behalf of a party by its Authorised Representative, as to the Authority of the representative signing the notice.

13. Adjustments

- 13.1 In the event of separate assessments of Council and Water rates not having issued in respect of the Property prior to the Completion Date, Council and Water rates will be adjusted on an as paid basis by way of an allowance by the Vendor to the Purchaser on settlement. The amounts in respect of which the adjustment will be made are as follows:
- 13.1.1 Council rates \$1,650.00 per year; and
 - 13.1.2 Water rates \$300.00 per four-month period.
- 13.2 In the event that no strata levies have been struck on or prior to completion, then an adjustment will be made with respect to the strata insurance premium, and any expenses of the Owners Corporation paid by the Vendor which have not been reimbursed to the Vendor. These adjustments will be made on a unit entitlement basis (as registered) pursuant to special condition 14.1 of the printed conditions, at the Completion Date.

- 13.3 For the avoidance of doubt it is the responsibility for the Purchaser to pay any rates and levies once raised against the Property.
- 13.4 The Purchaser and Vendor agree that the amounts specified in special condition 13.1 represent a fair and reasonable assessment of rates for the Property on which to adjust on the Completion Date.

14. Investment of Deposit

- 14.1 Pending completion or the rescission or termination of this Contract, the Vendor's Agent shall place the Deposit with a major bank or building society. Such Deposit shall be made in the name of all parties in trust for the Vendor and the Purchaser.
- 14.2 The interest which accrues on the Deposit will be shared equally between the parties and distributed:
- 14.2.1 On settlement; Or
- 14.2.2 Within fourteen (14) days of rescission or termination of this Contract.
- 14.3 The Vendor and Purchaser agree that they Consent and give such directions and do such things as may be necessary to give effect to the provisions of this Special Condition, including but not limited to the provision of tax file numbers to the Vendor's Agent within seven (7) days from the date of this Contract.

15. Company Guarantee and Indemnity

- 15.1 The provisions of this special condition 15 apply if the Purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This special condition 15 is an essential term of this Contract.
- 15.2 The word guarantor means each director of the Purchaser as at the date of this Contract.
- 15.3 If the guarantor has not signed where provided under this special condition 15, the Vendor may terminate this Contract by serving a notice within fourteen (14) days after the date of this Contract.
- 15.4 In consideration of the Vendor entering into this Contract at the guarantor's request, the guarantor guarantees to the Vendor:
- 15.4.1 payment of all money payable by the Purchaser under this Contract; and
- 15.4.2 the performance of all of the Purchaser's other obligations under this Contract.
- 15.5 The guarantor irrevocably:
- 15.5.1 indemnifies the Vendor against any Claim, action, Loss, damage, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default by the Purchaser of its obligations under this Contract; and
- 15.5.2 must pay on demand any money due to the Vendor under this indemnity.
- 15.6 The guarantor is jointly and separately liable with the Purchaser to the Vendor for:
- 15.6.1 the performance by the Purchaser of its obligations under this Contract; and

- 15.6.2 any damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the Vendor.
- 15.7 The guarantor must pay to the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this special condition 15.
- 15.8 If the Vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the guarantor's obligations under this special condition 15.
- 15.9 The guarantor's obligations under this special condition 15 are not released, discharged or otherwise affected by:
 - 15.9.1 the granting of any time, waiver, covenant not to sue or other indulgence;
 - 15.9.2 the release or discharge of any person;
 - 15.9.3 an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the guarantor or any other person;
 - 15.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
 - 15.9.5 payment to the Vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - 15.9.6 the winding up of the Purchaser.
- 15.10 The deed constituted by this special condition 15 binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.
- 15.11 This special condition 15 binds the guarantor and the executors, administrators and assigns of the guarantor.
- 15.12 This special condition 15 operates as a deed between the Vendor and the guarantor.

Signed in my presence by the Guarantor
Signature of Guarantor

who is personally known to me:

.....
 Signature of Witness

.....
 Print full name of Witness

.....
 Address of Witness

Signed in my presence by the Guarantor
Signature of Guarantor

who is personally known to me:

.....
 Signature of Witness

.....
Print full name of Witness

.....
Address of Witness

16. Disputes

Notice of Dispute

- 16.1 If a dispute arises under this Contract, the party claiming the dispute must notify the other party or its representative in writing within two (2) business days of the dispute arising.
- 16.2 The parties must endeavour to resolve the dispute within seven (7) business days of any notice served under special condition 16.1.

Expert Determination

- 16.3 If the parties are unable to resolve the dispute or the dispute is substantially of a technical nature, the dispute must be referred to expert determination in accordance with the following provisions.
- 16.4 If a dispute is to be referred to expert determination under special condition 16.3, the parties must endeavour to agree on the expert to be engaged. If the parties cannot agree within ten (10) business days of the expiry of the timeframe in special condition 16.2, the expert will be nominated (on the application of either party) by the Chair of the Resolution Institute or the Chair's nominee.
- 16.5 Subject to special conditions 16.3 to 16.10 inclusive, the expert determination will be conducted in accordance with, and subject to, the Resolution Institute Expert Determination Rules.
- 16.6 The parties must share equally the expert's fees and out-of-pocket expenses for the determination, and bear their own costs.
- 16.7 In response to any dispute referred to the expert by a party, the other party may raise any defence, set-off or cross-claim.
- 16.8 Subject to special conditions 16.9 and 16.10, the parties must treat each determination of an expert as final and binding and a party that owes money to the other pursuant to the determination must pay that amount to the other party within twenty (20) business days after receiving the determination.
- 16.9 Neither party may commence litigation in respect of the matters determined by the expert unless the determination:
- 16.9.1 does not involve paying a sum of money; or
- 16.9.2 requires one party to pay the other an amount in excess of AUD\$500,000, calculated without having regard to:
- (a) any interest that may be payable; and
- (b) any amount that has been paid pursuant to the Contract.
- 16.10 Neither party may commence litigation in respect of the matters determined by the expert unless they do so within forty (40) business days after receiving the determination.

Mediation

- 16.11 Subject to special conditions 16.3 to 16.10 inclusive, if any dispute is unable to be resolved in accordance with special conditions 16.3 to 16.10, the parties may agree to endeavour in good faith to settle the dispute by mediation administered by the mediation rules or guidelines of the Resolution Institute current as at the date of this Contract before having recourse to arbitration or litigation.
- 16.12 Any mediation agreed will be conducted in accordance with the mediation rules or guidelines of the Resolution Institute current as at the date of this Contract which set out the procedures to be adopted, the process of selection of the mediator and the costs involved and the terms of those guidelines are incorporated in the Contract.

Arbitration or litigation

- 16.13 If the parties fail to settle any dispute in accordance with special conditions 16.11 and 16.12, the parties may agree to submit the dispute for resolution to final and binding arbitration under the Arbitration Rules of the Resolution Institute current as at the date of the Contract by one or more arbitrators appointed in accordance with those rules.
- 16.14 If the parties do not agree to refer the dispute to mediation in accordance with special conditions 16.11 and 16.12 or arbitration in accordance with special condition 16.13, either party may submit the dispute for resolution to the exclusive jurisdiction of the courts of NSW, Australia.

Performance during Dispute resolution

- 16.15 The parties to a dispute must continue to perform their respective obligations under the Contract pending the resolution of a dispute under this special condition 16.

Interlocutory relief

- 16.16 Nothing in this special condition 16 is to be taken as preventing any party to a dispute from seeking interlocutory relief in respect of such dispute.

17. Drainage Diagram

- 17.1 The Purchaser acknowledges that drainage diagram for the parent lot forming part of the Property are annexed to the Contract, however, a drainage diagram for the Property is not presently available from the appropriate sewerage Authority in the ordinary course of administration. The Purchaser is not entitled to raise any objection, requisition or claim for compensation whatsoever, nor shall they have the right to rescind this Contract, as regards the position of the sewerage and / or water drainage systems relative to the Property (or the creation of any easement creating same)
- 17.2 This special condition 17 will not merge on completion or termination of this Contract.

18. Prescribed Document – Upstream Sewer Diagram

- 18.1 In respect of the Conveyancing (Sale of Land) Regulation 2017 (NSW), Schedule 1, item 2(a), the purchaser acknowledges:
- 18.1.1 Hunter Water Corporation does not make available any drainage diagrams in the ordinary course of administration in relation to any sewer lines on the land upstream of the point of connection to Hunter Water Corporations sewer main (including the point of connection), and documents are held for historical archive purposes only and not for use in Contracts for Sale of Land; and

18.1.2 In accordance with clause 18.1.1 the document referred to in the Conveyancing (Sale of Land) Regulation 2017 at Schedule 1, Item 2(a) the Vendor is not required to attach a document under that provision to this Contract.

18.2 The Purchaser must not make any objection, requisition, or claim for compensation, nor seek to rescind or terminate this Contract, nor delay completion in relation to this Special Condition 18.

19. Depreciation

19.1 As required under the Income Tax Assessment Act 1997 (ITA Act), the Vendor will (if requested in writing by the Purchaser at least 30 days prior to completion and at the purchaser's cost), provide to the purchaser, after completion but within the time required by law a statement of qualifying expenditure (if any) for the purposes of Divisions 42 and 43 of the ITA Act. This certificate will not be in the form of a depreciation schedule and the purchaser acknowledges that if the purchaser requires a depreciation schedule then the purchaser must arrange to obtain any depreciation schedule at its own expense.

19.2 The Vendor does not warrant the accuracy or completion of such certificate provided under this special condition 19.

19.3 The Vendor does not represent or warrant that the purchaser will be entitled to claim income tax deductions under the ITA Act for depreciation of any plant and equipment in the Building or in connection with the cost of construction of the Building.

20. Defects

20.1 Any defects or faults due to the faulty materials or workmanship, but excluding normal maintenance, normal wear and tear, minor shrinkage and minor settlement cracks, which may appear in the Building and are notified in writing to the Vendor prior to the expiration of three (3) months from the Completion Date, must be rectified and made good by the Vendor at the Vendor's cost within a reasonable time after the expiration of the three (3) month period.

20.2 In the event that the defect or fault may appear in the Property prior to completion, the Purchaser shall not be entitled to delay completion nor request the Vendor to make good such defect or fault, save and except where such defect or fault would deny the Purchaser the reasonable use of the Property.

20.3 In the event of a dispute in respect of this special condition 20 the parties shall proceed in accordance with special condition 16 of this Contract.

20.4 The provisions of this special condition 16 shall not merge on completion or termination of this Contract.

21. Selling Agent

21.1 The Purchaser warrants that the Purchaser was not introduced to the Property or to the Vendor by any agent other than the Vendor's Agent herein named, if any, and will indemnify and keep indemnified the Vendor at all times hereafter from any claim whatsoever for commission which may be made by any Real Estate Agent other than the Vendor's Agent as herein named in respect of the within sale. The Vendor warrants that the Vendor has not entered into any sole agency agreement with any real estate agency other than the Vendor's Agent herein named regarding the sale of this Property which agreement would be current as at the date hereof. This special condition will not merge upon completion.

22. Trusts

- 22.1 Where the Purchaser purchases the Property as trustee, the Purchaser:
- 22.1.1 warrants that the Purchaser has the power under the trust to enter into this Contract;
 - 22.1.2 is personally liable under this Contract;
 - 22.1.3 warrants that the Purchaser has a right of indemnity under the trust;
 - 22.1.4 must not do anything to prejudice the right of indemnity the Purchaser has under the trust; and
 - 22.1.5 must not allow the variation of the trust or the advance or distribution of capital of the trust or re-settlement of trust property.

23. Electronic Settlement

- 23.1 If the parties agree to settle this sale electronically in accordance and compliance with Electronic Conveyancing National Law:
- 23.1.1 The provisions of this Contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this even any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
 - 23.1.2 Within 7 days of exchange the Vendor will open and populate the electronic workspace, including the date and time of settlement and invite the Purchaser any discharging mortgagee to join, failing which the Purchaser may do so.
 - 23.1.3 Within 7 days of receipt of the invitation the Purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
 - 23.1.4 Completion of this Contract takes place when the financial settlement takes place.
 - 23.1.5 Anything that is unable to be delivered electronically must be given to the relevant party immediately following settlement.
 - 23.1.6 If completion of this Contract fails to proceed due to a system failure then neither party will be in default and the parties must reschedule completion on the next business day.
 - 23.1.7 If an electronic settlement cannot be re-established in accordance with special condition 23.1.1 the parties may settle in the usual non-electronic manner as soon as possible, but no later than 3 working days after the initial electronic failure, unless otherwise agreed.
 - 23.1.8 Any notices served on a party in the electronic workspace must also be served in accordance with special condition 12 of this Contract.

24. Governing Law

- 24.1 This Contract is governed by the law in force in New South Wales.

- 24.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.
- 24.3 Any document in an action (including, without limitation, any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at the address of that party's Authorised Representative.

25. Death and Mental Illness

- 25.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this Special Condition not been included, if any party to this Contract;
- 25.1.1 who is an individual, who before completion dies; or becomes mentally ill (within the meaning of mental health legislation or the common law); or is declared bankrupt or enters into any scheme or arrangement or makes any assignment or benefit to creditors and
- (a) if such party be one of the Purchasers, then the Vendor and remaining Purchaser agree that the deceased or incapacitated Purchaser's name may be removed from the Contract and the remaining sole Purchaser shall complete the Contract;
- (b) if both the Purchasers are deceased and/or incapacitated, then either party may rescind this Contract by serving written notice on the other party whereupon the provisions of printed condition 19.2.1 and 19.2.4 shall apply.
- 25.2 is a company which before completion resolves to go into liquidation or has a petition for the winding up of the company presented or should any liquidator, receiver or official manager be appointed in respect of the company,
- then either party may rescind this Contract by serving written notice on the other party whereupon the provisions of printed condition 19.2.1 and 19.2.4 shall apply.

26. Severance

- 26.1 Special Conditions or clauses which are void or voidable may be severed from this Contract but do not affect the validity or enforceability of the remaining special conditions or clauses in this Contract.

27. Holiday Period

- 27.1 Despite any other special condition or clause in this Contract, the Vendor will not be required to complete this Contract 19 December 2022 and 16 January 2023 in any given year (the "Holiday Period").
- 27.2 If the Completion Date (or any later date as mutually agreed in writing between the parties to be the completion date) falls during the Holiday Period:

- 27.2.1 the Completion Date will instead be the first working day following the expiration of the Holiday Period;
 - 27.2.2 A party which is entitled to serve a notice to complete within the meaning of clause 15 in the printed conditions and special condition 10, will not be entitled to serve a Notice to Complete until after the expiration of the Holiday Period;
 - 27.2.3 Interest payable by the Purchaser under special condition 11 will be calculated from and including the first day following the expiration of the Holiday Period (unless interest is payable by the Purchaser in respect of a period before the Holiday Period in which case the Holiday Period will be included in calculating interest payable by the Purchaser on completion of this Contract).
- 27.3 The Purchaser shall not be entitled to make any requisition, objection, claim for compensation, delay completion, rescind or terminate this Contract because of any matter referred to in this special condition. This special condition 27.3 shall not merge on completion or termination of this Contract.

28. Foreign Purchaser

- 28.1 The Purchaser warrants:
- 28.1.1 that the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
 - 28.1.2 that the purchaser is a foreign person within the meaning of the Foreign Acquisitions and Takeovers Act 1975 and that the Treasurer of the Commonwealth of Australia has advised in writing that the Treasurer has no objection to the acquisition of the property by the purchaser.

29. Electronic Signatures

- 29.1 The parties agree:
- 29.1.1 to accept, for the purpose of exchange of Contracts, signatures by either the Vendors or the Purchasers, or both as the case may be, which are facsimile, photocopy or any other form of electronic signatures and to comply with following clauses (29.1.2), (29.1.3) and (29.1.4);
 - 29.1.2 to provide to the other party's representative, within ten (10) business days after the date of this Contract, a cover page of the Contract bearing the original signatures;
 - 29.1.3 that the cover page of the Contract bearing original signatures must be dated the same date as this Contract; and
 - 29.1.4 that the parties shall not make any requisition objection claim or delay completion due to the matter of execution of this Contract as at the exchange date.

30. Land Tax

- 30.1 In the event that:
- 30.1.1 the Property has been assessed by the Revenue NSW as being liable to the payment of land tax for the land tax year in which completion of this Contract is effected ('the current land tax year'), and
 - 30.1.2 the Vendor has paid the land tax liability for the current land tax year, and

30.1.3 this Contract provides that land tax is to be adjusted,

then, clause 14.4.2 of the printed conditions is deleted and land tax is to be adjusted:

30.1.4 without regard to any tax free threshold the Vendor may be entitled to, and

30.1.5 on the amount of land tax actually paid by the Vendor to the Office of State Revenue in respect of the Property for the current land tax year.

31. GST

31.1 The Purchase price of the Property and any consideration to be paid or provided under this Contract is expressed to be on a GST inclusive basis.

32. Margin Scheme

32.1 The Vendor and the Purchaser agree that:

32.1.1 The margin scheme is to apply in working out the amount of any GST on the sale of the property under this Contract;

32.1.2 The Purchaser cannot claim an input tax credit for the GST paid on the acquisition of the property under this Contract; and

32.1.3 The Vendor will not give the Purchaser a tax invoice for the supply of the property by the Vendor under this Contract.

33. Home Building Act 1989

33.1 The Vendor discloses that it is a Developer for the purposes of the Home Building Act 1989 ("the Act") and that it is exempt from the provisions of Section 96A(2) of the Act by virtue of Clause 61 of the Home Building regulations 2014, and

33.1.1 The Act, pursuant to Section 96(1), requires that the Developer must not do residential building work unless a contract of insurance that complies with the Act is in force;

33.1.2 The Vendor, or any assignee of the Vendor's rights under this Contract, shall provide a Certificate of Insurance in respect of the residential component of the Development (as required by Section 96A(1) of the Act) to the Purchaser within fourteen (14) days after the contract of insurance in respect of the residential component of the Development is made.

33.2 This clause may not apply where:

33.2.1 The Property is a commercial unit and not a residential unit; or

33.2.2 A copy of a Certificate of Insurance as required by Section 96(A)1 of the Act is attached to this Contract.

33.3 Annexed to this Contract is a copy of the Home Building Compensation Fund Brochure.

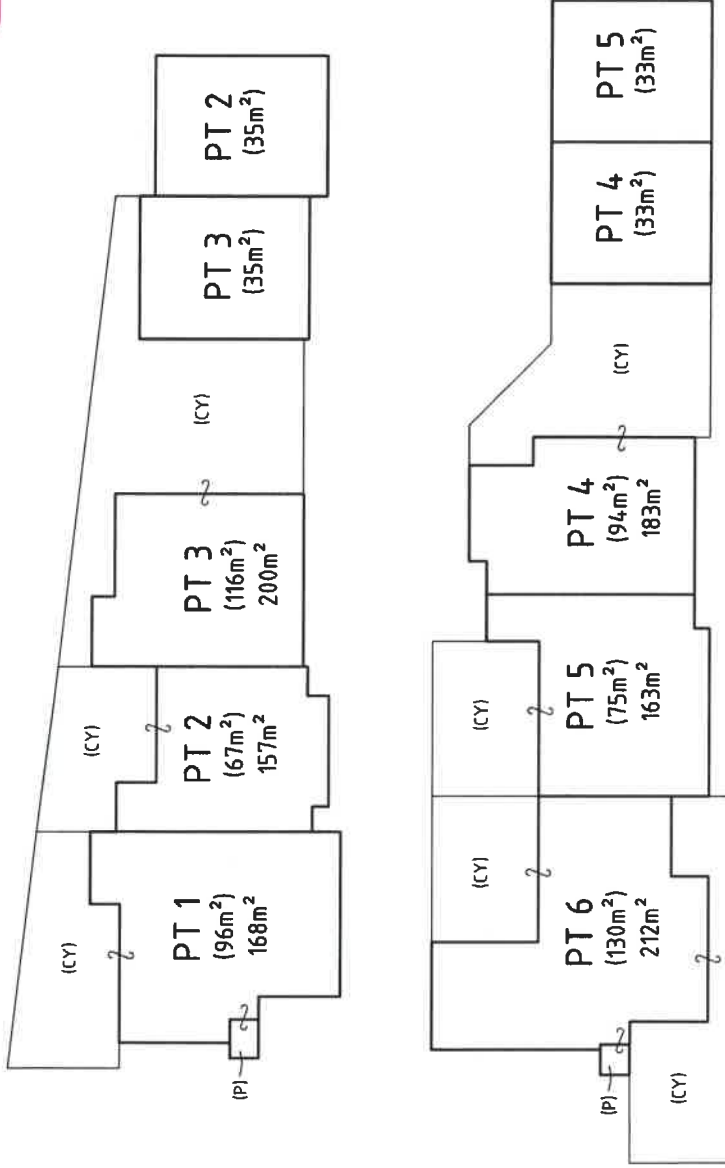
ANNEXURE A

DRAFT STRATA PLAN

FLOOR PLAN - GROUND LEVEL

PRELIMINARY ONLY

• ALL DIMENSIONS AND AREAS SHOWN ARE APPROXIMATE ONLY AND ARE SUBJECT TO COUNCIL APPROVAL, CONSTRUCTION, FINAL SURVEY AND REGISTRATION OF THE PLAN AT THE LAND REGISTRY SERVICES NSW.
 • DESIGN POSITION AND DIMENSIONS FOR PROPOSED UNITS DERIVED FROM PLANS BY HIERRO CONSTRUCTIONS, DRAWING REF: 12 PRINCESS AVENUE, CHARLESTOWN, SHEETS DA-04, DA-09 & DA-10



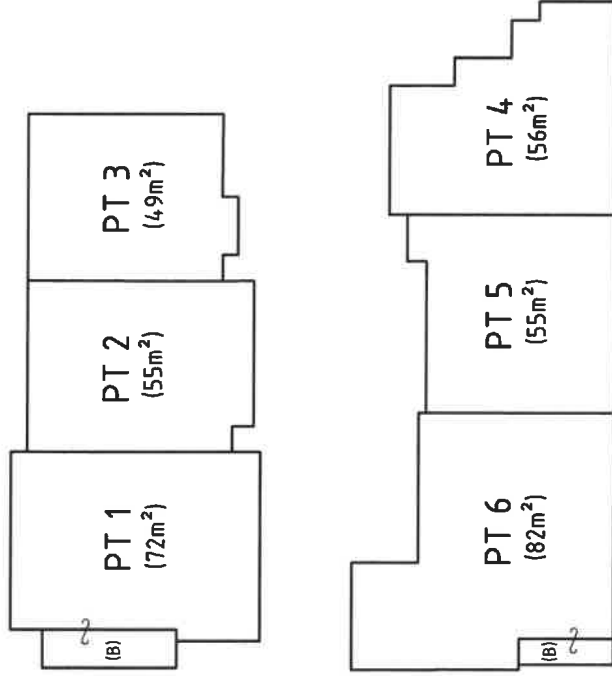
- NOTE:**
1. (CY) DENOTES COURTYARD
 2. (P) DENOTES PATIO
 3. THE STRATUM OF EACH COURTYARD IS LIMITED TO 3 METRES BELOW AND 5 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE GROUND FLOOR LEVEL OF THE ADJOINING UNIT EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.
 4. THE STRATUM OF EACH PATIO IS LIMITED FROM ITS UPPER TILED FLOOR SURFACE TO 5 METRES ABOVE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.
 5. AREAS ARE APPROXIMATE ONLY AND FOR PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015. THEY SHOULD NOT BE USED FOR LEASING PURPOSES.

<p>SURVEYOR Name: MARK NICHOLAS SCANLON Date: ***** Reference: B2039</p>	<p>PLAN OF SUBDIVISION OF LOT 4 IN DPR03917</p>	<p>L.G.A.: LAKE MACQUARIE Locality: CHARLESTOWN Reduction Ratio: 1:200 Lengths are in metres</p>	<p>Registered</p>	<p>SP</p>
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FLOOR PLAN - LEVEL ONE

PRELIMINARY ONLY

- ALL DIMENSIONS AND AREAS SHOWN ARE APPROXIMATE ONLY AND ARE SUBJECT TO COUNCIL APPROVAL, CONSTRUCTION, FINAL SURVEY AND REGISTRATION OF THE PLAN AT THE LAND REGISTRY SERVICES NSW.
- DESIGN POSITION AND DIMENSIONS FOR PROPOSED UNITS DERIVED FROM PLANS BY HIERRO CONSTRUCTIONS, DRAWING REF: 12 PRINCESS AVENUE, CHARLESTOWN, SHEETS DA-06, DA-09 & DA-10



NOTE:

1. (B) DENOTES BALCONY
2. THE STRATUM OF THE BALCONIES ARE LIMITED FROM THEIR UPPER TILED FLOOR SURFACE TO 5 METRES ABOVE EXCEPT WHERE COVERED.
3. AREAS ARE APPROXIMATE ONLY AND FOR PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015. THEY SHOULD NOT BE USED FOR LEASING PURPOSES.

<p>SURVEYOR Name: MARK NICHOLAS SCANLON Date: ***** Reference: B2039</p>	<p>PLAN OF SUBDIVISION OF LOT 4 IN DP803917</p>	<p>L.G.A.: LAKE MACQUARIE Locality: CHARLESTOWN Reduction Ratio: 1:200 Lengths are in metres</p>	<p>Registered</p>	<p>SP</p>
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ANNEXURE B
DRAFT BY-LAWS

Approved Form 7	Strata Plan By-laws	Sheet 1 of 10 sheets(s)
Registered:	Office Use Only	Office Use Only

Instrument setting out the terms of by-laws to be created upon registration of the strata plan.

1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2 Changes to common property

(1) An owner or person authorised by an owner may install, without the consent of the owners corporation:

- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

(2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) The owner of a lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

Approved Form 7	Strata Plan By-laws	Sheet 2 of 10 sheets(s)
Registered:	Office Use Only	Office Use Only

3 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

4 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

5 Keeping of animals

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

6 Noise

An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

Approved Form 7	Strata Plan By-laws	Sheet 3 of 10 sheets(s)
Registered:	Office Use Only	Office Use Only

7 Behaviour of owners, occupiers and invitees

(1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

(2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:

(a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and

(b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

(1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose.

(2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

(2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

Approved Form 7	Strata Plan By-laws	Sheet 4 of 10 sheets(s)
Registered:	Office Use Only	Office Use Only

10 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

11 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

12 Appearance of lot

(1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

Approved Form 7	Strata Plan By-laws	Sheet 5 of 10 sheets(s)
Registered:	Office Use Only	Office Use Only

14 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) In this by-law: washing includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council’s guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.

Approved Form 7	Strata Plan By-laws	Sheet 6 of 10 sheets(s)
Registered:	Office Use Only	Office Use Only

(7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.

(8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(9) In this by-law: bin includes any receptacle for waste. Waste includes garbage and recyclable material.

16 Disposal of waste—shared bins [applicable where bins are shared by lots]

(1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must:

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(5) In this by-law: bin includes any receptacle for waste. Waste includes garbage and recyclable material.

Approved Form 7	Strata Plan By-laws	Sheet 7 of 10 sheets(s)
Registered:	Office Use Only	Office Use Only

17 Change in use or occupation of lot to be notified

(1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

(2) Without limiting clause (1), the following changes of use must be notified:

(a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),

(b) a change to the use of a lot for short-term or holiday letting.

(3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

19 Hunter Water Corporation

(1) In this by-law the following provisions apply:-

Accessible means the unfettered and unencumbered ability of Hunter Water to access the master meter and the Sub meters for reading and recording purposes.

Automated Meter Reading means the system to be developed by Hunter Water for implementation in the future as another means of reading meters.

Common Property has the same meaning as in the Strata Schemes Management Act 1996 (NSW).

Hunter Water means Hunter Water Corporation, a public authority within the meaning given to that term in the Strata Schemes Management Act 1996 (NSW) and a State Owned Corporation Act 1991 (NSW) its successors and assigns.

Approved Form 7	Strata Plan By-laws	Sheet 8 of 10 sheets(s)
Registered:	Office Use Only	Office Use Only

Hunter Water Design Criteria means the Hunter Water design criteria as varied from time to time.

Lot has the same meaning as in the Strata Schemes (Freehold Development) Act 1973 (NSW).

Occupier means any person in lawful occupation of the lot.

Owner means the registered proprietor for the time being of any Lot, their successors and assigns.

Owners Corporation means a corporation constituted under section 11 of the Strata Schemes Management Act 1996 (NSW).

Sub meter means the sub meter installed for each Lot to records the amount of water used by each Owner or Occupier.

(2) All Owners and Occupiers of Lots must:-

- (a) Ensure all water connections (including the water meter assembly) are approved by Hunter Water and are installed in accordance with Hunter Water Design Criteria and ensure that all water connections including the water meter assembly are repaired and maintained at the sole expense of the Owner as required by Hunter Water (acting reasonably) from time to time;
- (b) Modify the water meter assembly when necessary or required to do so by Hunter Water to comply with Hunter Water Design Criteria;
- (c) Ensure the water meter assembly is situated as close as possible to the street boundary of the Lot or in an accessible location on the Common Property and is Accessible at all times;
- (d) Ensure that the water meter assembly is not installed behind fences or in an enclosed area or confined space;
- (e) Ensure that the position of the water meter assembly minimises the risk of harm to Hunter Water employees/contractors. This includes the hazards such as pets, overgrown vegetation or any other obstruction in the vicinity of the water meter which would prevent safe access to the meter for reading and maintenance;

Approved Form 7	Strata Plan By-laws	Sheet 9 of 10 sheets(s)
Registered:	Office Use Only	Office Use Only

- (f) Pay any account raised by Hunter Water from a reading of the Sub meter, in accordance with Hunter Water's Customer Contract;
 - (g) Comply with any request by Hunter Water to upgrade the water meter assembly to enable Hunter Water to implement Automated Meter Reading, promptly when requested to do so;
 - (h) When requested to do so by either the Owners Corporation or Hunter Water, promptly provide access to any water meter or associated water equipment situated within the Lot to Hunter Water's authorised personnel or personnel authorised by the Owners Corporation to allow those personnel to read any water meter, inspect all water connections including the water meter assembly and, if reasonably required by Hunter Water and subject to the Owner's obligations under paragraph (a) above carry out repair and maintenance work upon those items.
- (3) Either the Owners Corporation or Hunter Water may give a notice to the Owner or Occupier of a Lot requiring the Owner or Occupier to comply with the terms of this by-law. If any Owner or Occupier fails to comply with any requirement relating to access to the Lot or any part of the Lot or repair and maintenance of the Hunter Water meter, the meter assembly or any water equipment within a reasonable time after receipt of a notice requiring compliance, the Owners Corporation or Hunter Water may take such steps as may be reasonable to secure such access or to carry out the relevant repair and maintenance at the expense of the Owner or Occupier of the Lot.

Approved Form 7	Strata Plan By-laws	Sheet 10 of 10 sheets(s)
Registered:	Office Use Only	Office Use Only

SIGNATURES AND SEALS

REGISTERED PROPRIETOR

F & M GONZALEZ DEVELOPMENTS PTY LTD (ACN 645 113 300)

Executed by F & M GONZALEZ DEVELOPMENTS PTY LTD in accordance with section 127 of the *Corporations Act 2001* (Cth) by: -

SIGNATURE OF DIRECTOR

SIGNATURE OF DIRECTOR

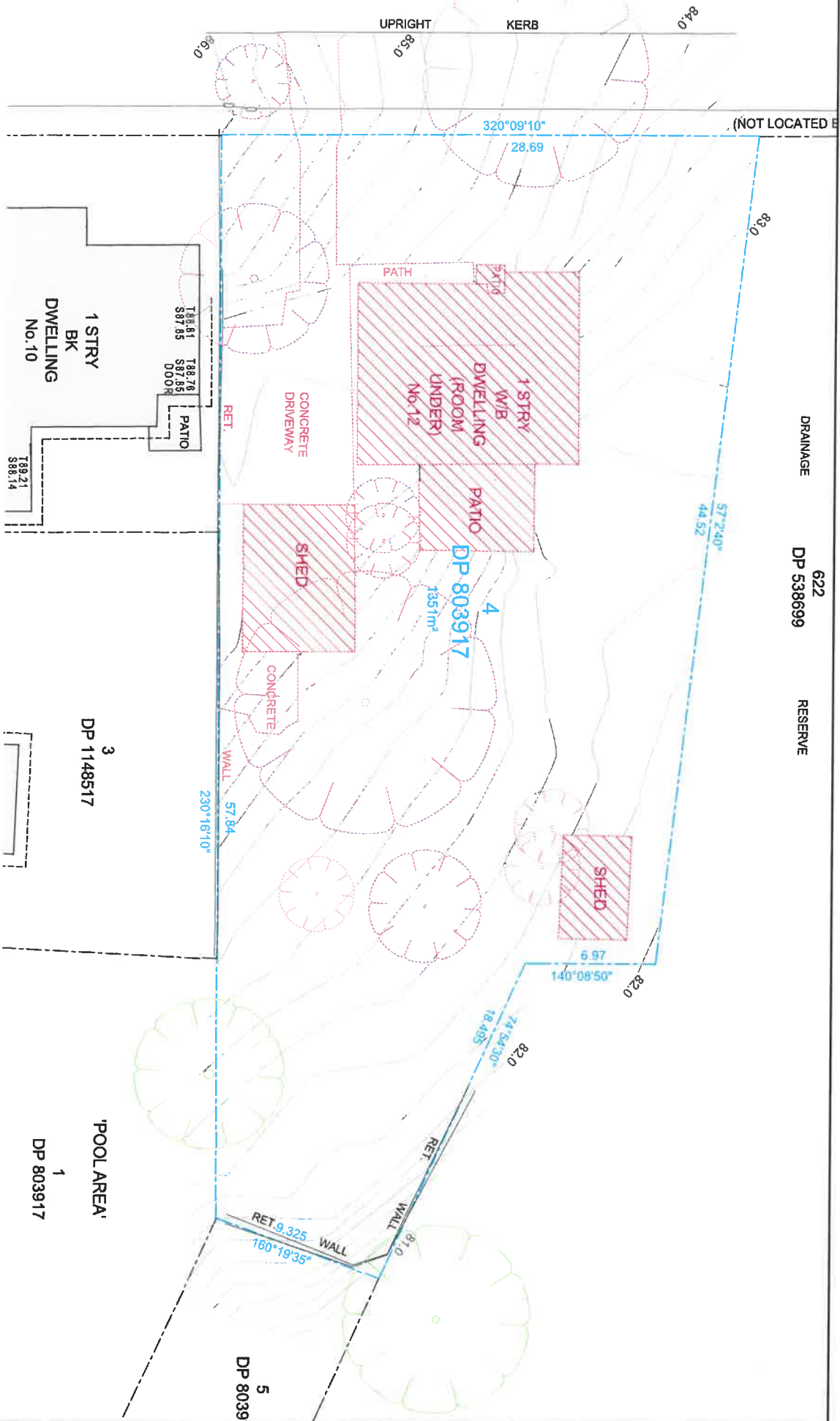
NAME OF DIRECTOR

NAME OF DIRECTOR

Endorsement by **Mortgagee**

ANNEXURE C
FLOOR PLANS / ARCHITECTURAL PLANS

PRINCES AVENUE



622
 DRAINAGE DP 538699 RESERVE

LEGEND

-  EXISTING TREE TO REMAIN
-  EXISTING TREE TO BE REMOVED
-  EXISTING BUILDINGS AND ANCILLARY STRUCTURES TO BE DEMOLISHED

NOTE:

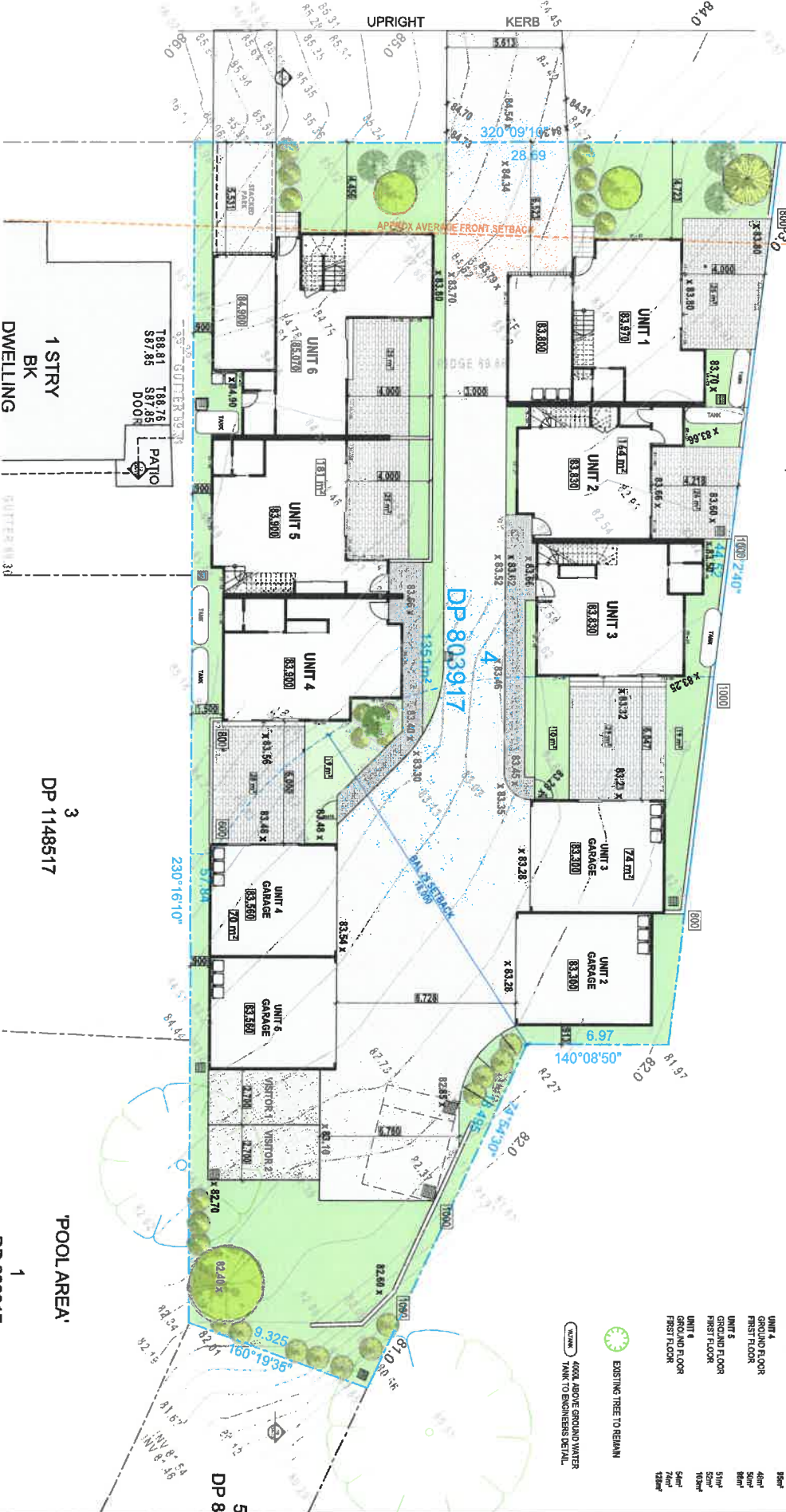
HIERRIO CONSTRUCTIONS PTY LTD Hierrio Constructions Pty Ltd 12 Princes Avenue Christchurch 8001 Phone: 03 366 2222 Email: hierrioconstructions@gmail.com		Date: 06.08.21	
Title: Development Application		Date: 06.08.21	
Client: Hierrio Constructions		Project: Multi Dwelling	
Location: 12 Princes Avenue Christchurch Ld14 DP803917		Drawing: Demolition Plan	
Scale: 1:200		Issue: A	
ID: DA-03		Issue: A	

PRINCES AVENUE

No. 14
 T86.44 T86.51 T86.51
 S85.35 S85.98 S85.05 S85.35

T88.49
 S85.12

622
 DP 538699
 RESERVE



AREA SCHEDULE

ITEM	DESCRIPTION	QUANTITY	UNIT
1351m ²	SITE AREA		
488m ²	SITE COVERAGE (MAX 0.2% = 0.002)		
3%	LANDSCAPE (10% MIN = 135m ²)		
200m ²	LANDSCAPE (10% MIN = 135m ²)		
15.1%	TOTAL CSR		
620m ²	TOTAL CSR		
43m ²	UNIT 1 GROUND FLOOR FIRST FLOOR		
59m ²	UNIT 2 GROUND FLOOR FIRST FLOOR		
103m ²	UNIT 3 GROUND FLOOR FIRST FLOOR		
46m ²	UNIT 4 GROUND FLOOR FIRST FLOOR		
50m ²	UNIT 5 GROUND FLOOR FIRST FLOOR		
50m ²	UNIT 6 GROUND FLOOR FIRST FLOOR		
51m ²	UNIT 3 GARAGE		
52m ²	UNIT 2 GARAGE		
103m ²	UNIT 4 GARAGE		
51m ²	UNIT 1 GROUND FLOOR FIRST FLOOR		
74m ²	UNIT 2 GROUND FLOOR FIRST FLOOR		
128m ²	UNIT 3 GROUND FLOOR FIRST FLOOR		

- EXISTING TREE TO REMAIN
- 4000 ABOVE GROUND WATER TANK TO ENGINEERS DETAIL

1 STRY BK DWELLING

3
 DP 1148517

1
 POOL AREA

5
 DP 8

HIERRRO CONSTRUCTIONS PTY LTD
 hieerroconstructions@gmail.com

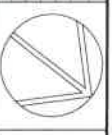
Client: Hierrro Constructions
Location: 12 Princes Avenue, Cheltenham, Lot 4, DP803817
Project: Multi Dwelling
Scale: 1:200 A

Issue: DA-04

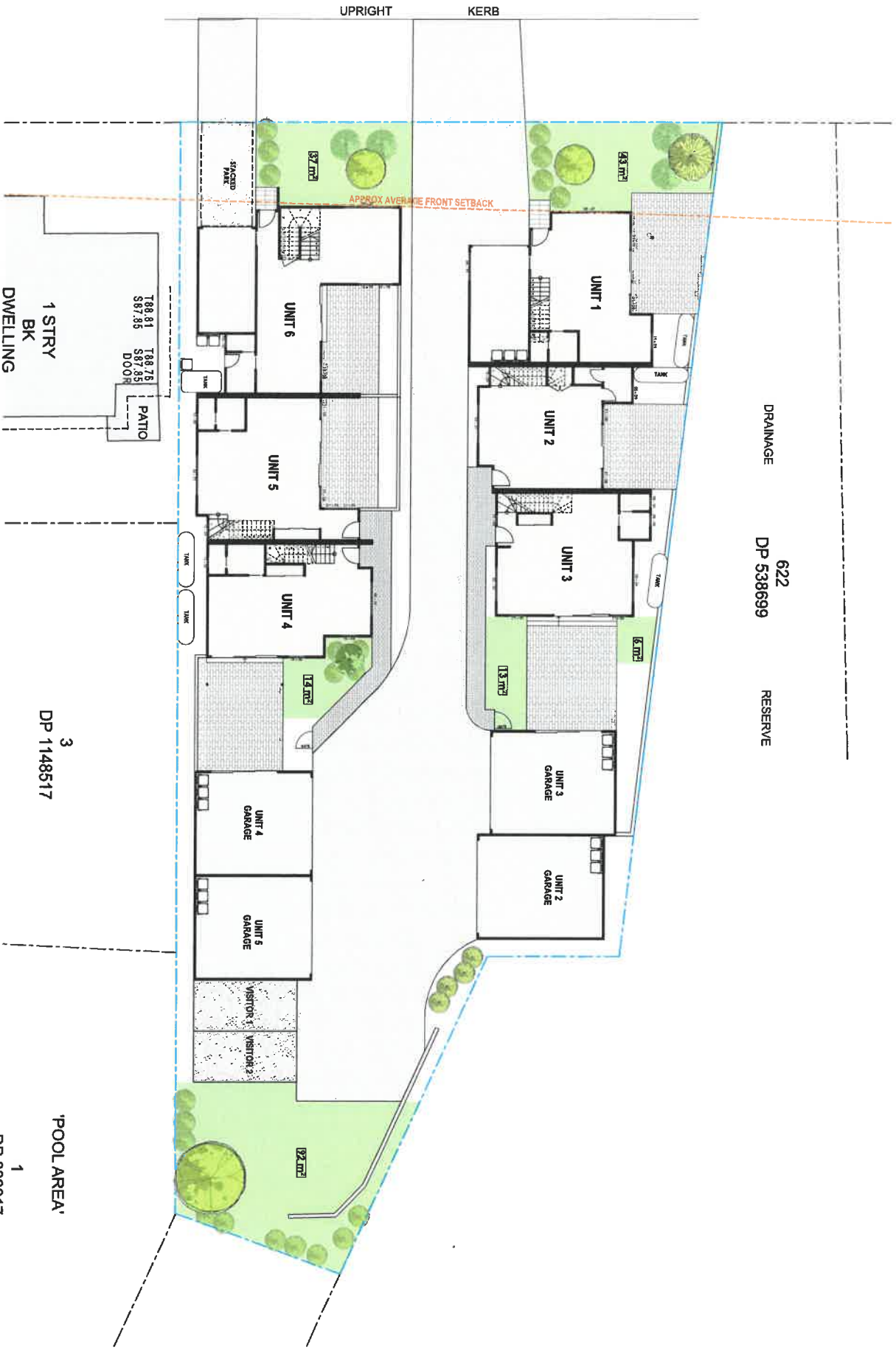
Site Plan

Hierrro Constructions Pty Ltd is a registered provider of building services under the Building Act 2011. The company is registered with the Building Practitioners Board of Western Australia. The company is registered with the Building Practitioners Board of Western Australia. The company is registered with the Building Practitioners Board of Western Australia.

Issue	Description	Date
A	Development Application	06/02/21

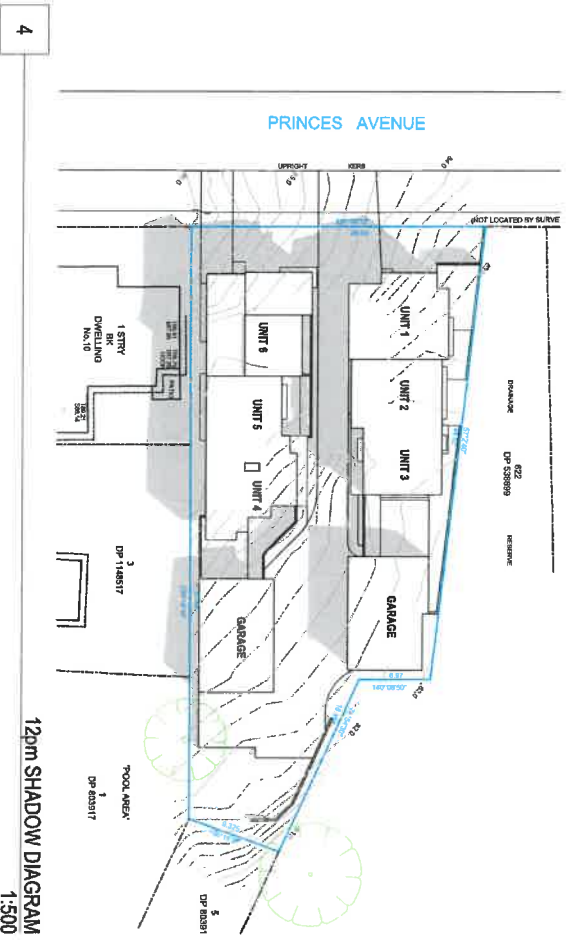
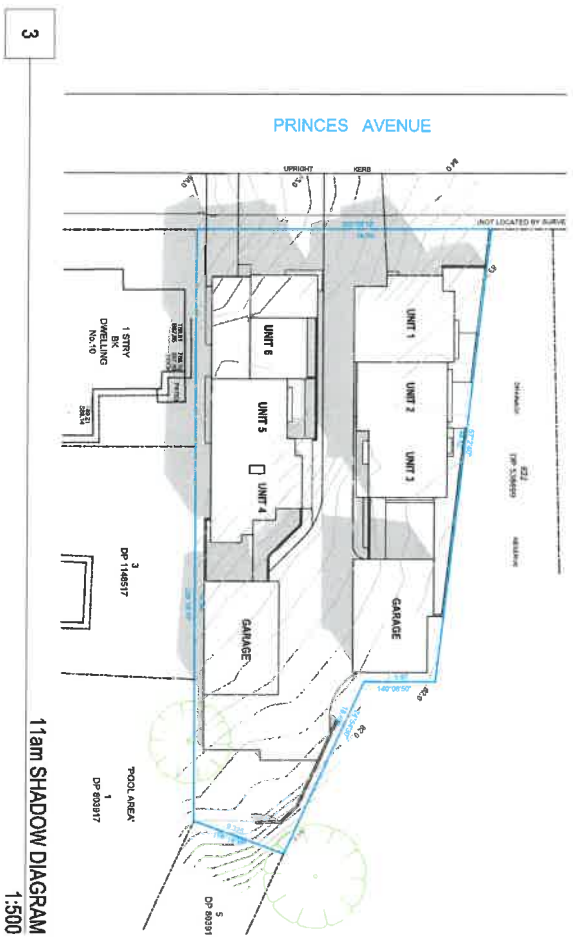
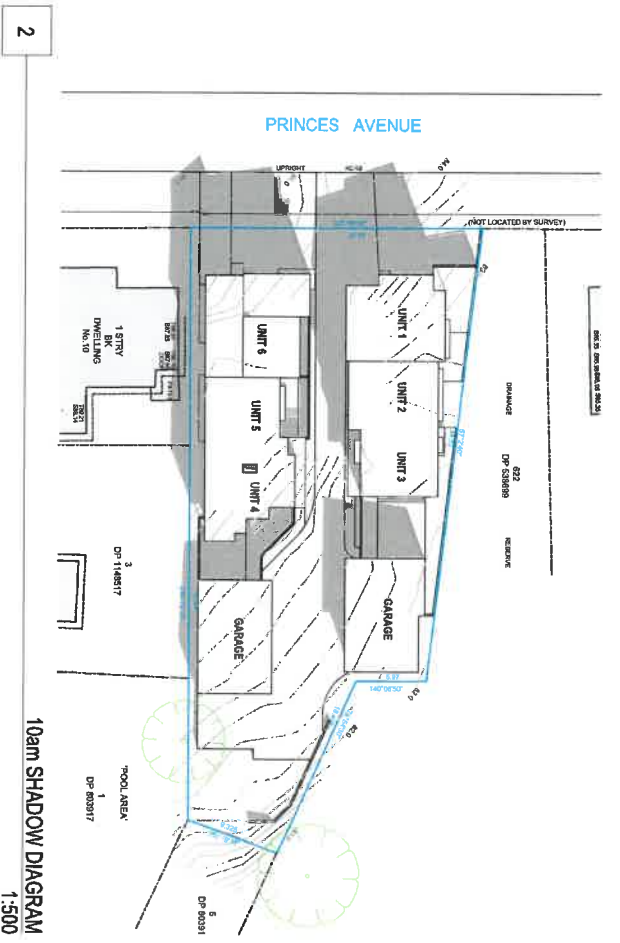
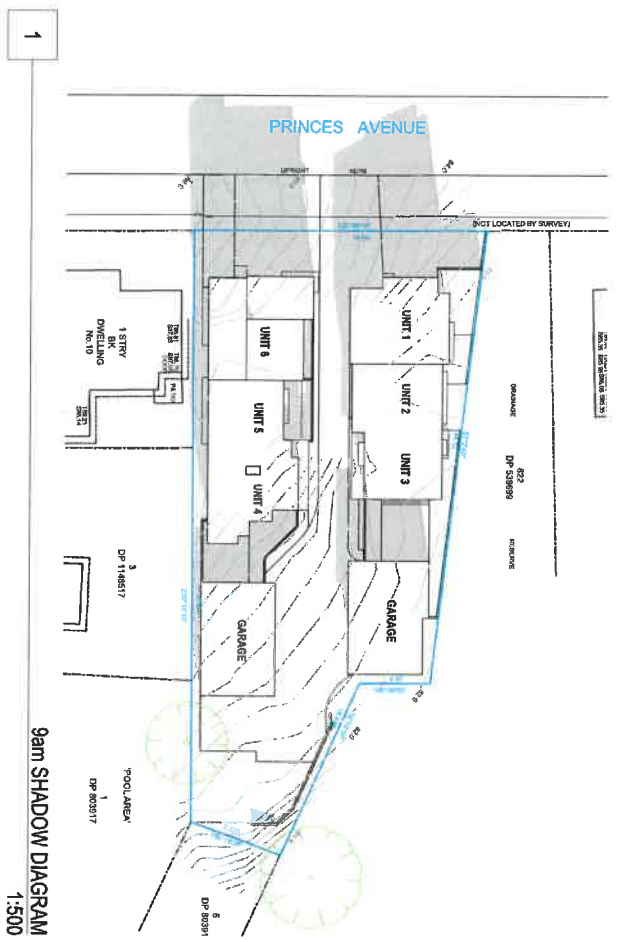


Client:	Hierrro Constructions	Project:	Multi Dwelling	ID	DA-05
Location:	12 Princess Avenue Chalchicomula Lot 4 DP893917	Drawing	Site Coverage Plan	Issue	A
Scale			1:200		



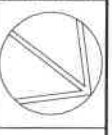
3
 DP 1148517

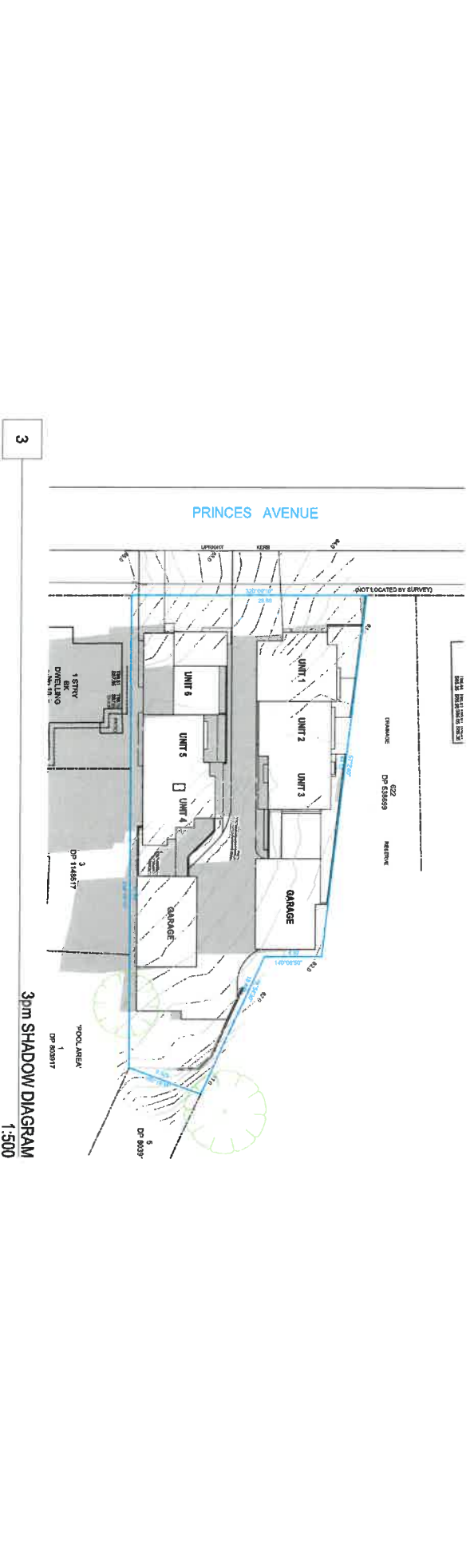
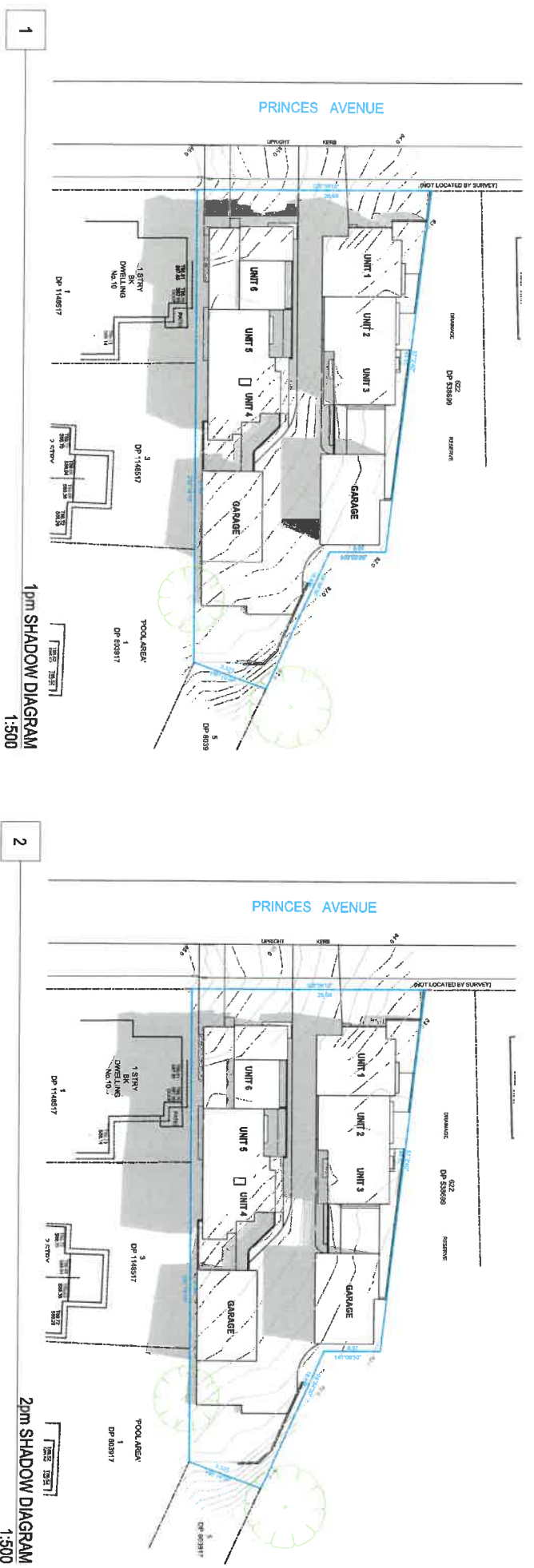
1
 'POOL AREA'



As part of preparation for this set of plans or specifications, the Client has agreed to pay for the services of the Architect. The Architect's fee is based on the value of the work to be done and is subject to the terms and conditions of the Architect's Fee Schedule. The Client agrees to pay the Architect's fee in accordance with the terms and conditions of the Architect's Fee Schedule. The Architect's fee does not include the cost of any third party services or materials. The Client agrees to pay for any such services or materials. The Architect's fee does not include the cost of any third party services or materials. The Client agrees to pay for any such services or materials.

Issue	Description	Date
A	Development Application	06/08/21





HIERRRO CONSTRUCTIONS PTY LTD hierrroconstructions@outlook.com		(Small text regarding copyright and disclaimer)	
Issue A Development Application	Date 06/09/21		
Client: Hierrro Constructions Location: 12 Princes Avenue, Cheltenham, Lot 4 DP903917		Project: Multi Dwelling Drawing Scale: Shadow Diagrams 1:500 A	
ID DA-07			



9am Shadow Perspective (21 June)



10am Shadow Perspective (21 June)



11am Shadow Perspective (21 June)



12pm Shadow Perspective (21 June)

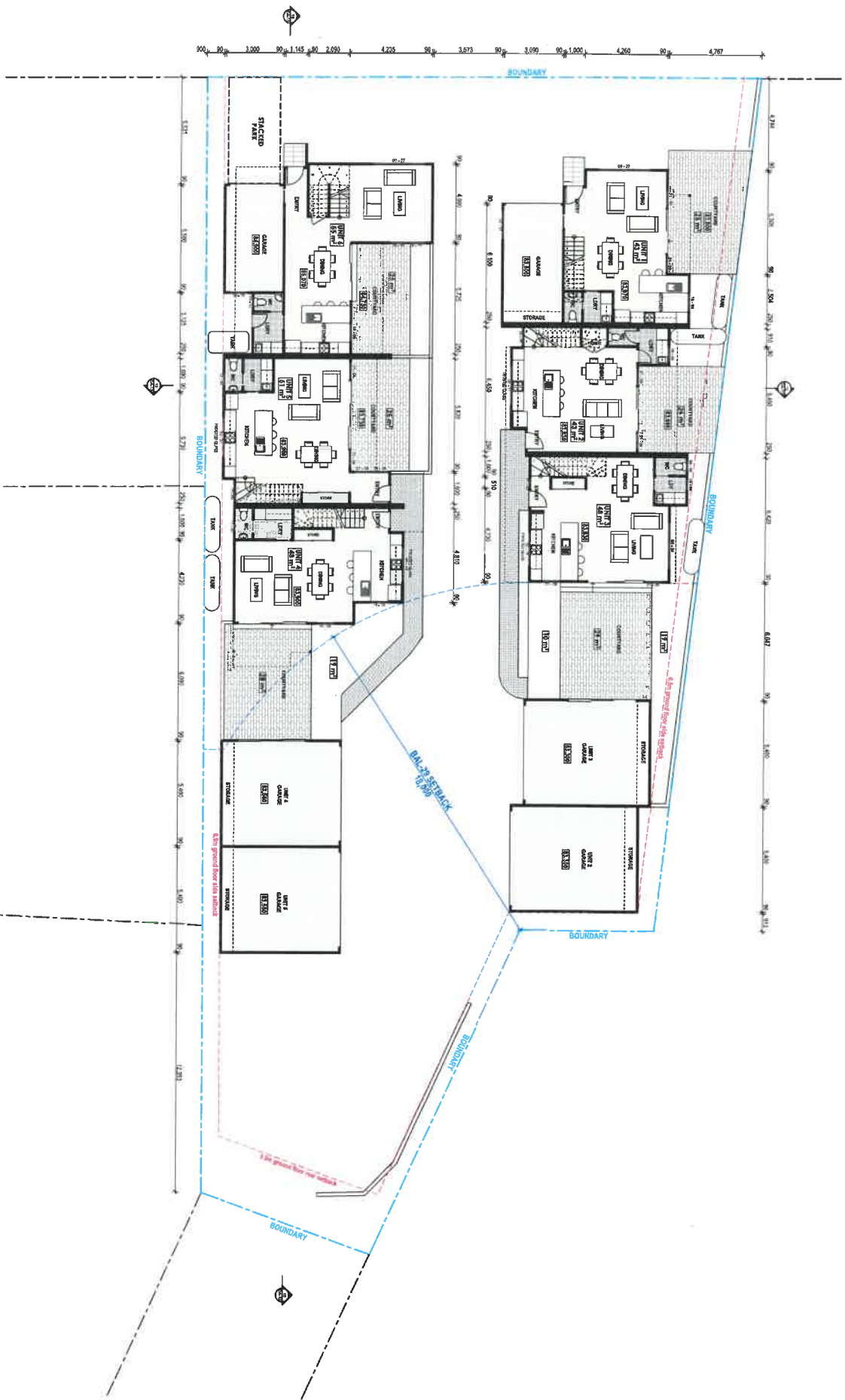


1pm Shadow Perspective (21 June)



2pm Shadow Perspective (21 June)

HIERRO CONSTRUCTIONS PTY LTD hierronconstructions@outlook.com		Hierron Constructions Pty Ltd 12 Princes Avenue Christchurch Ld14 DP803517		Client: Hierron Constructions Location: 12 Princes Avenue Christchurch Ld14 DP803517	
Issue Description A Development Application		Date 06/06/21		Project: Multi Dwelling Drawing Unit 5 & 6 Shadow Perspectives Scale NTS	
ID DA-08		Issue A			



HIERRO
CONSTRUCTIONS PTY LTD
 hierroconstructions@outlook.com

The client of this drawing warrants that the information provided is true and correct to the best of their knowledge and belief. The client warrants that the information provided is true and correct to the best of their knowledge and belief. The client warrants that the information provided is true and correct to the best of their knowledge and belief.

Issue	Description	Date
A	Development Application	06/09/21



Client:	Hiero Constructions	Project:	Multi Dwelling
Location:	12 Pinnes Avenue Chatsdown Ld/4 DP030917	Drawing	Ground Floor Plan
		Scale	1:200
		ID	DA-09
			Issue

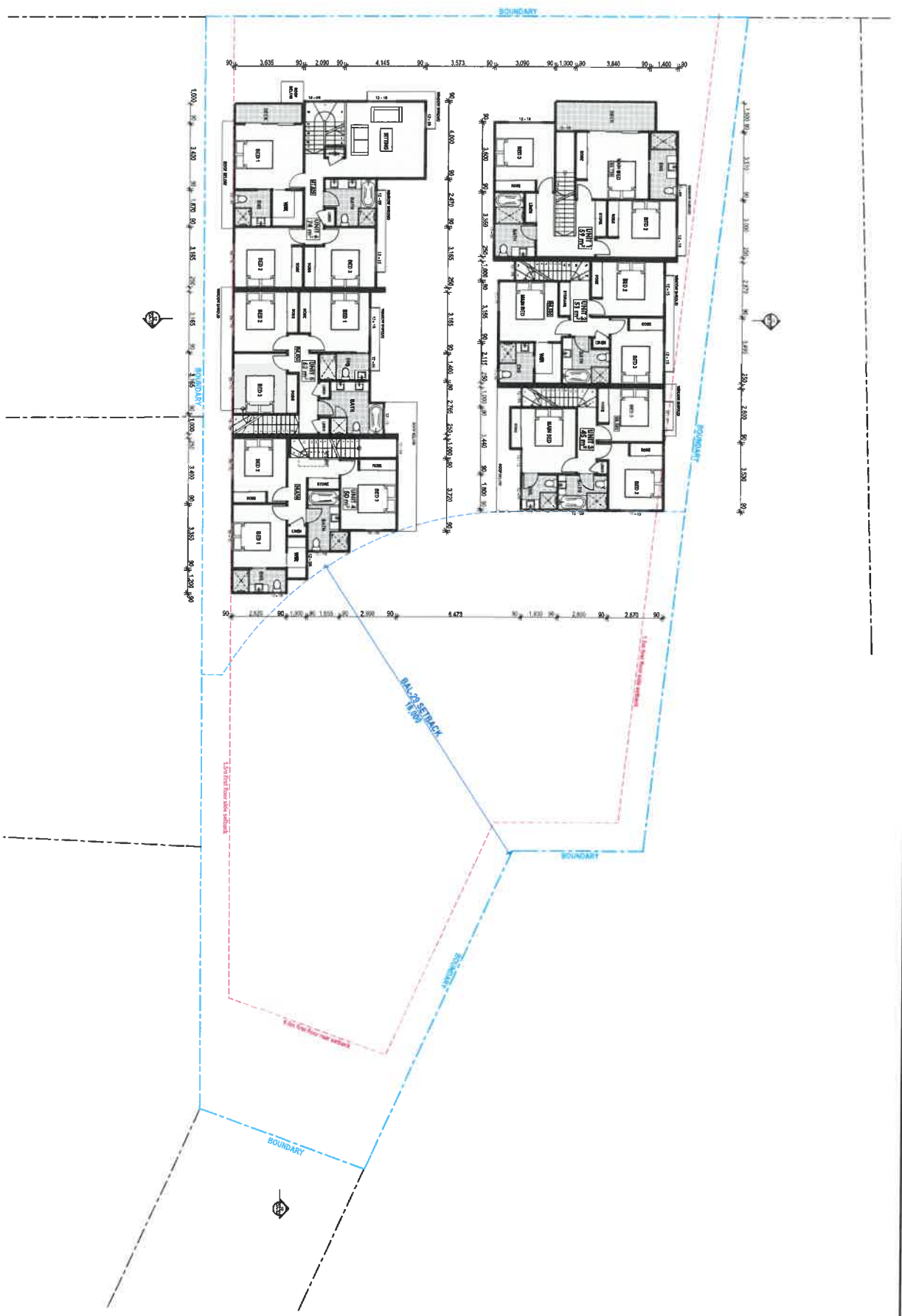
As per the conditions of the contract, the client is responsible for the accuracy of the information provided. The architect is not responsible for the accuracy of the information provided by the client. The architect is not responsible for the accuracy of the information provided by the client.

Issue	Description	Date
A	Development Application	06/05/21



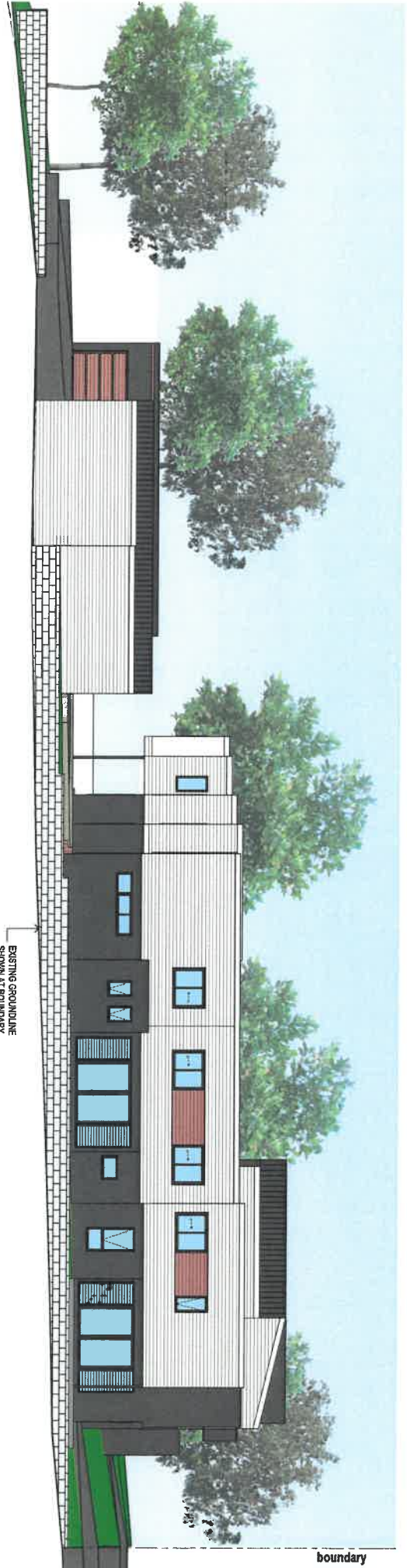
REGISTERED ARCHITECT
 Hierrro Constructions Pty Ltd
 12 Pines Avenue
 Cheltenham
 VIC 3191
 Australia

Client:	Hierrro Constructions	Project:	Multi Dwelling	ID:	DA-10
Location:	12 Pines Avenue Cheltenham Lfd 4 DP00317	Drawing Scale:	First Floor Plan 1:200	Issue:	A





SOUTH ELEVATION
1:150



WEST ELEVATION
1:150

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	Issue A Development Application	Date 06/09/21		
Client: Hierrro Constructions Location: 12 Pines Avenue Charleston Ld/4 DP003817	Project: Multi Dwelling Elevations Scale 1:150 A		ID DA-11 Issue	



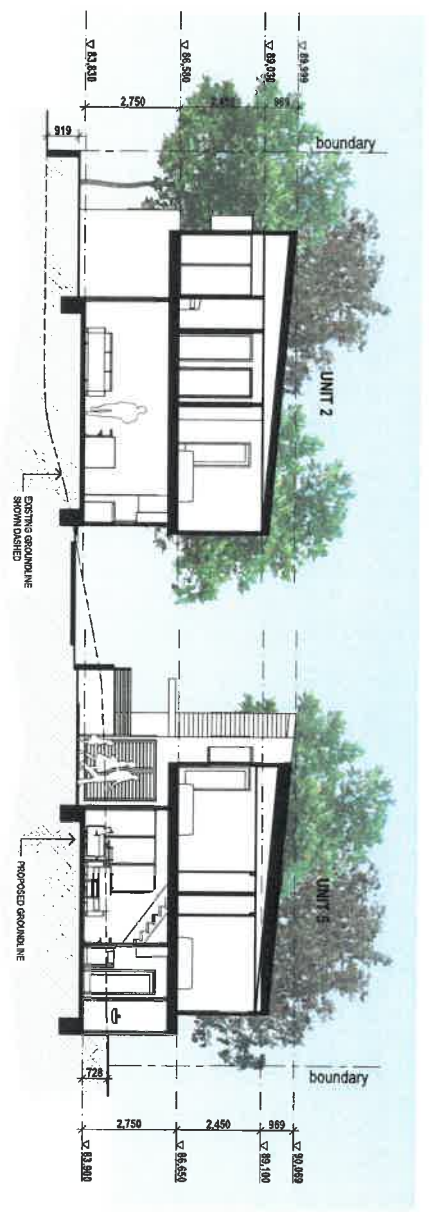
3
NORTH ELEVATION
1:150



4
EAST ELEVATION
1:150

HIERRO CONSTRUCTIONS PTY LTD hierronconstructions@outlook.com		The work described on these architectural drawings is the property of Hierrero Constructions Pty Ltd. It is to be used only for the project and site specified on these drawings. No part of these drawings may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Hierrero Constructions Pty Ltd.	
Issue Description A Development Application		Date 06.03.21	
Client: Hierrero Constructions 12 Princess Avenue Cheltenham Ldl 4 DP903817		Project: Multi Dwelling Elevations 1:150 A	
Location:		ID DA-12 Issue	





1

SITE SECTION 01
1:150



2

SITE SECTION 02
1:150

HIERRO CONSTRUCTIONS PTY LTD hierronconstructions@outlook.com		Note: This drawing is prepared for the client's use only. It is not to be used for any other purpose without the written consent of Hierra Constructions Pty Ltd. The client is responsible for ensuring that the drawing is used for the intended purpose and that all relevant approvals are obtained.	
Issue A	Description Development Application	Date 06.03.21	ID DA-13
Client: Hierra Constructions 12 Princes Avenue Christchurch Lot 4 DP983817		Project: Multi Dwelling Sections Issue	
Location:		Scale 1:150 A	



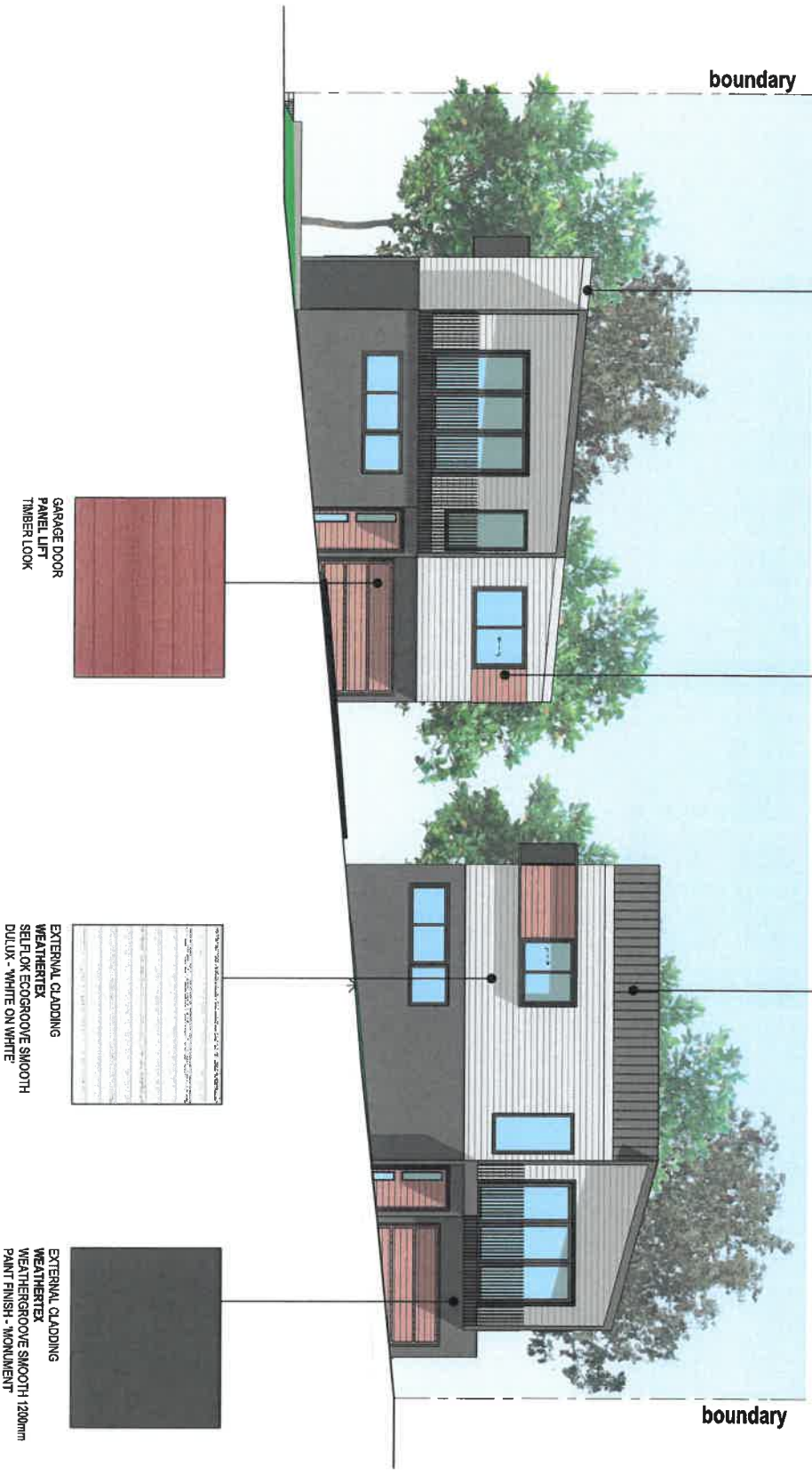
GUTTERS/DOWNPIPES/FASCIAS
**COLORBOND
 SURFMASTER**



EXTERNAL CLADDING
**WEATHERTEX
 WEATHERROOVE 150 NATURAL**



STEEL ROOFING
**COLORBOND
 MONUMENT**



GARAGE DOOR
**PANEL LIFT
 TIMBER LOOK**



EXTERNAL CLADDING
**WEATHERTEX
 SELFLUX ECOGRROOVE SMOOTH
 DULUX - 'WHITE ON WHITE'**



EXTERNAL CLADDING
**WEATHERTEX
 WEATHERROOVE SMOOTH 1200mm
 PAINT FINISH - 'MONUMENT'**



HIERRO
CONSTRUCTIONS PTY LTD
 hierrononstractions@outlook.com

The only document of value is the contract between the client and the architect. This document is a guide only and does not constitute a contract. It is intended to provide a general overview of the project and is not intended to be used as a legal document. It is the responsibility of the client to ensure that the contract is properly drafted and signed by both parties. The architect is not responsible for any legal issues arising from the use of this document.

Issue	Description	Date
A	Development Application	06.03.21

Client: Hierrro Constructions
 Location: 12 Princess Avenue, Christchurch, Lot 4 DP903517

Project: Multi Dwelling
 Drawing Material Schedule
 Scale 1:100

ID: DA-14
 Issue



ANNEXURE D
SCHEDULE OF FIXTURES AND FINISHES

INTERIOR FINISHES SCHEDULE

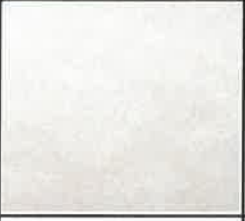









Client:	F&M GONZALEZ DEVELOPMENT	ISSUE: B
Job address:	12 PRINCES AVE, CHARLESTOWN	DATE: 28/04/2022
Sample	Item	Product
		Supplier
		Notes









KITCHEN






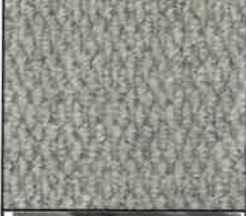

	Benchtop	Quantum Quartz White Swirl 20mm	Quantum Quartz	Builder to source
	Kitchen splashback	Whoosh White Gloss Tile 75x300mm	National Tiles 10-16 Medcalf St, Warners Bay Jacob Woodruff	Laid : vertical stack Grout: Ardex White
	Lower/upper Cabinets and drawers	Melamine Colour Classic White Ashgrain Finish Matt Edge profile: square edge + matching ABS edge Thickness 18mm	Polytec Megan Mottley 0421 914 915	
	Flooring	Hybrid vinyl Flooring Mistura Colour : Buff Plank 1522x240mm, 6mm Code: SCB5517	National Tiles 10-16 Medcalf St, Warners Bay Jacob Woodruff	
	Tap	Elysian Kitchen Mixer -Brushed nickel	Abi Interiors abiinteriors.com.au	SKU 10258
	Kitchen pendant light	Byron 1 Light Medium Pendant Natural Weave 305h, 460w	Beacon Lighting Kotara	RRP \$219
	Kitchen Sink	Zalo Double Kitchen sink 855mm - Stainless Steel	Abi Interiors abiinteriors.com.au	Undermounted




**LAUNDRY
/WC**

	Benchtop	Quantum Quartz White Swirl 20mm	Quantum Quartz	Builder to supply
	Lower/upper Cabinets and drawers	Melamine Colour Classic White Ashgrain Finish Matt Edge profile: square edge + matching ABS edge Thickness 18mm	Polytec Megan Mottley 0421 914 915	
	Flooring	Tile: Concrete Fusion Colour: Sand 300x600mm	National Tiles 10-16 Medcalf St, Warners Bay Jacob Woodruff	Grout: Ardex Magellan Grey
	Skirting tile, also behind vanity in WC up to 1200mm, also btw upper and lower LDY cabinets.	Tile: Concrete Fusion Colour: Sand 300x600mm	National Tiles 10-16 Medcalf St, Warners Bay Jacob Woodruff	Grout: Ardex Magellan Grey
	Hand Basin WC	Clark square 420mm Hand Wall Basin w420xd250xh150 Code :CL40006W1	Harvey Norman Commercial	
	Tap Hand Basin	Elysian Basin Mixer -Brushed nickel	Abi Interiors abiinteriors.com.au	SKU 11957
	Laundry sink	Clark square 35 litre Flushline tub w480xd500xh230 Code: CL200011	Harvey Norman Commercial	overmount installation
	Tap Laundry	Elysian Kitchen Mixer -Brushed nickel	Abi Interiors abiinteriors.com.au	SKU 10258

	Towel holder	Otto Robe Hook- brushed nickel	Abi Interiors abiinteriors.com.au	SKU 11674
BATHROOM				
	Flooring, also bath surround around built in bath	Tile: Concrete Fusion Colour: Sand 300x600mm	National Tiles 10-16 Medcalf St, Warners Bay Jacob Woodruff	Grout: Ardex Magellan Grey
	Tile Feature wall behind bath, to ceiling	200x200mm Revival Celtic Tile Matt wall tile	National Tiles 10-16 Medcalf St, Warners Bay Jacob Woodruff	Grout: Ardex Misty Grey
	Wall tile to bathroom and shower	White <i>matt</i> Rectified edge 300x600mm	National Tiles 10-16 Medcalf St, Warners Bay Jacob Woodruff	Tile to ceiling
	Vanity Option 1	Addison 4 Drawer Vanity wall hung Glacier white composite top Oak finish, finger pulls 1164mmx450dx512h	Abi Interiors abiinteriors.com.au	
	Basin	Lola Basin sink- Matte White 380mm, 110mm high	Abi Interiors abiinteriors.com.au	Bench mounted, builder to source standard white matt waste
	Tap -Vanity Tap Bath	Elysian minimal Mixer and spout set -Brushed nickel	Abi Interiors abiinteriors.com.au	SKU 14275 Check spout length for bath
	ShowerMixer Bath mixer	Elysian minimal Mixer - Brushed nickel	Abi Interiors abiinteriors.com.au	SKU 14215

	Shower	Dana shower rose 250mm round Brushed Nickel, pair with Phili shower arm 400mm	Abi Interiors abiinteriors.com.au	SKU 10365 SKU 102011
ENSUITE				
	Flooring	Tile: Concrete Fusion Colour: Sand 300x600mm	National Tiles 10-16 Medcalf St, Warners Bay Jacob Woodruff	Grout: Ardex Magellan Grey
	Tile Feature - Floor to ceiling on shower wall housing taps	Whoosh Smoke Gloss Tile 75x300mm	National Tiles 10-16 Medcalf St, Warners Bay Jacob Woodruff	Laid : Herringbone preferably Grout: Ardex Magellan Grey
	Wall tile to bathroom and shower	Alpine White <i>matt</i> Rectified edge 300x600mm	National Tiles 10-16 Medcalf St, Warners Bay Jacob Woodruff	
	Vanity	Addison 2 Drawer Vanity wall hung Glacier white composite top Oak finish, finger pulls 900mmx450dx512h	Abi Interiors abiinteriors.com.au	Basin centred over drawer Also 1200 option
	Basin	Lola Basin sink- Matte White 380mm, 110mm high	Abi Interiors abiinteriors.com.au	Bench mounted, builder to source standard white matt waste
	Tap -Vanity	Elysian minimal Mixer and spout set -Brushed nickel	Abi Interiors abiinteriors.com.au	SKU 14275
	Shower	Dana shower rose 250mm round Brushed Nickel, pair with Phili shower arm 400mm	Abi Interiors abiinteriors.com.au	SKU 10365 SKU 102011

	ShowerMixer	Elysian minimal Mixer -Brushed nickel	Abi Interiors abiinteriors.com.au	SKU 14215
	Towel rail, bathroom, ensuite	Otto Single towel rail 600mm Brushed Nickel	Abi Interiors abiinteriors.com.au	SKU 11677
GENERAL				
	Paint Finish Walls	Natural White	Dulux	
	Paint Finish Doors	Natural White Semi Gloss	Dulux	
	Flooring	Hybrid vinyl Flooring Mistura Colour : Buff Plank 1522x240mm, 6mm Code: SCB5517	National Tiles 10-16 Medcalf St, Warners Bay Jacob Woodruff	
	Carpet	Feltex Range: Great Divide Colour: Buninyong 100% wool, textured loop pile	CarpetOne Kotara	Bedrooms, See architectural plans
	Stair nosing	Roberts Aluminium stair nosing 6mm Plank finish 41-460 Dark Bronze	Australian Flooring Supplies 30 Bindera Rd, Lambton NSW 2299	Hybrid flooring butts into horizontal and vertical U channel

APPLIANCES				
	Oven	Westinghouse 600mm Electric Built in oven 80l gross capacity WVE615SCA	Harvey Norman Commercial	
	Cooktop	Westinghouse 600mm Gas Cooktop WHG644SC	Harvey Norman Commercial	
	Rangehood	Westinghouse 600mm Slideout range hood Stainless Steel WRR614SB	Harvey Norman Commercial	

ANNEXURE E
HOME BUILDING COMPENSATION FUND BROCHURE

Consumer Building Guide

Mandatory information for consumers

Builders and tradespeople must give you a copy of this guide before entering into a contract for residential building work that costs more than \$5,000. Read this guide to help protect your rights, carry out your responsibilities and support your building project.

Protecting consumers under home building laws

NSW Fair Trading is the NSW Government agency regulating residential building work (including building or trade work on single dwellings, villas, houses and home units) under the *Home Building Act 1989*.

What to consider before work starts

Licensing

Licensing requirements include:

- tradespeople and builders carrying out residential building work valued at more than \$5,000 must be licensed by NSW Fair Trading (check a licence on the Fair Trading website or by calling 13 32 20)
- regardless of the work's cost, a licence is always required for specialist work (like plumbing, air conditioning and refrigeration, electrical work and gasfitting)
- if the work requires more than one tradesperson, you need a builder to manage the building project and co-ordinate the tradespeople, such as plumbers, painters and carpenters.

Home Building Compensation Scheme

The State Insurance Regulatory Authority (SIRA) regulates home building compensation (HBC) cover in NSW. HBC cover is required where work is worth more than \$20,000 (including labour and materials). The builder or tradesperson must give you evidence of HBC cover before they start work on your project or you pay them any money, including a deposit. For more information or to check the validity of your cover, visit sira.nsw.gov.au or call 13 10 50.

Approvals

To help your building project go smoothly:

- check with your local council or an accredited private certifier on approvals your building work needs
- engage a building certifier. This is your responsibility, not the builder's.

Contracts and payments

All contracts must be in writing. The two main contract types are:

- **fixed price or lump sum** - where the builder or tradesperson agrees upfront to a fixed amount for the whole job. Unforeseen changes during construction may affect the final cost
- **cost plus contract** - there is no guaranteed final cost for the job (often this contract is used where the project's nature prevents the final cost from being calculated). The consumer repays the builder for verified direct and indirect costs and fees at regular intervals. It is good practice for the builder to give a non-binding estimate before starting, and track costs with you against the project's budgeted estimate.

Residential building work **worth less than \$20,000** must be done under a 'small jobs' contract. The written contract must be dated and signed by, or on behalf of, each party. It may specify that work be paid for at regular intervals. It must contain:

- the parties' names, including the name of the holder of the contractor licence as shown on the contractor licence
- the number of the contractor licence
- a description of the work
- any plans or specifications for the work, and
- the contract price, if known.

Residential building contracts and contracts for specialist work valued at more than \$5,000, which require a certifier, must (unless you are a developer) include terms about your freedom to choose your own certifier. The contractor must

also give you prescribed information about certifiers, published by Fair Trading, before entering into a contract.

It is an offence for a contractor to unduly influence your choice of a certifier or object to your choice. Examples of undue influence include:

- making it a requirement of the contract that a specified certifier or class of certifier is or isn't appointed
- offering to change the contract price if a specified certifier or class of certifier is or isn't appointed
- refusing to carry out work under the contract if a specified certifier or class of certifier is or isn't appointed.

Residential building contracts regarding work **worth more than \$20,000** requires a full home building contract. As well as all of the requirements of the 'small jobs' contract, it must include other comprehensive information such as the details of the statutory warranties the builder must provide, the cost of any applicable HBC cover and the contract price or warning that the contract price is not known. The contract must also include a checklist prescribed by Fair Trading. Find a **complete list of contract requirements** on our website.

All contracts over \$20,000 in value must have a progress payment schedule. Progress payments must match the work carried out and, for cost plus contracts, be supported by receipts or other verifying documents.

Any change you need to make to a contract is a '**variation**'. Variations must be in writing and be signed by both parties to the contract. Almost all will impact the contract price.

The **maximum deposit** you can be asked to pay before work starts is 10%.

Common traps and tricks

Beware of:

- an extremely low quote compared with others. This may indicate the job's quality is being compromised, or that the builder may not fully understand what is required
- 'sales pitches' putting pressure on you to sign a contract quickly to avoid a price increase
- a builder who recommends you get an owner-builder permit while they organise all the building work. The builder may be trying to avoid responsibility and may

not have the right kind of licence or HBC cover.

When things go wrong

Statutory warranties

Builders and tradespeople must guarantee that their work is fit-for-purpose, performed diligently and delivered in a reasonable timeframe, in line with the contract. Unless otherwise specified, materials should be new and appropriately used. These warranties are time-limited: legal proceedings to enforce them must be commenced within 6 years for major defects and 2 years for all other defects. There is another 6 months for both warranty periods if the defect only became apparent after 18 months or 5 and a half years. Find out more about these warranties on the Fair Trading website.

Resolving a dispute with your builder or tradesperson

These steps can help you resolve a dispute:

- **you must notify your builder or tradesperson** and discuss concerns as soon as you become aware of a problem. Follow up with an email or letter
- **understand acceptable work standards** by downloading the *Guide to Standards and Tolerances* from our website
- contact Fair Trading for **free dispute resolution** if you and your builder or tradesperson are unable to resolve the dispute
- lodge a claim with the **NSW Civil and Administrative Tribunal (NCAT)** if you remain unsatisfied with the dispute resolution outcome
- protect your rights under the **HBC Scheme**: contact your insurer or provider as soon as you become aware of defective or incomplete work.

Home building compensation disputes

For help resolving disputes with a HBC insurer or provider, visit the SIRA website sira.nsw.gov.au or call 13 10 50.

More information

Visit the Fair Trading website to:

- learn more on your rights and responsibilities and the statutory warranties
- do an online licence check to verify a builder or tradesperson’s licence details
- find out about dispute resolution
- download free home building contracts
- subscribe to enews.

www.fairtrading.nsw.gov.au
Fair Trading enquiries 13 32 20
TTY 1300 723 404
Language assistance 13 14 50

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

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ANNEXURE F
REQUISITIONS ON TITLE

STRATA TITLE (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 (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 and recorded as the owner of the Property on the strata roll, free from all other interests.
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 together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
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 and the common property is available, that there are no encroachments by or upon the Property or the common property.
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. In respect of the Property and the common property:
 - (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 or a Building Certificate which relates to all current buildings or structures on the Property? 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)*.
- (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
- (g) Has any work been carried out by the vendor on the Property or the common property? If so:
- (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common 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 or the common property? If so, please provide details and indicate if there are any proposals for amendment or revocation.
19. In relation to any swimming pool on the Property or the common property:
- (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.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.

- (iv) any realignment or proposed realignment of any road adjoining them?
 - (v) 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 such as cladding?
- 22.
- (a) 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.

Applications, Orders etc

23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
25. Are there any:
- (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
27. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
28. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme (including a strata renewal proposal)?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

29. Has the initial period expired?
30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
31. If the Property includes a utility lot, please specify the restrictions.
32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
41. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the Act relating to:

- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
43. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

46. 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

47. 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.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
49. 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.
50. 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.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. 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.

ANNEXURE G
TITLE DOCUMENTS



FOLIO: 4/803917

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
7/7/2022	4:02 PM	4	6/4/2021

LAND

LOT 4 IN DEPOSITED PLAN 803917
 AT KAHIBAH
 LOCAL GOVERNMENT AREA LAKE MACQUARIE
 PARISH OF KAHIBAH COUNTY OF NORTHUMBERLAND
 TITLE DIAGRAM DP803917

FIRST SCHEDULE

F & M GONZALEZ DEVELOPMENTS PTY LTD (T AQ932407)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AQ932408 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

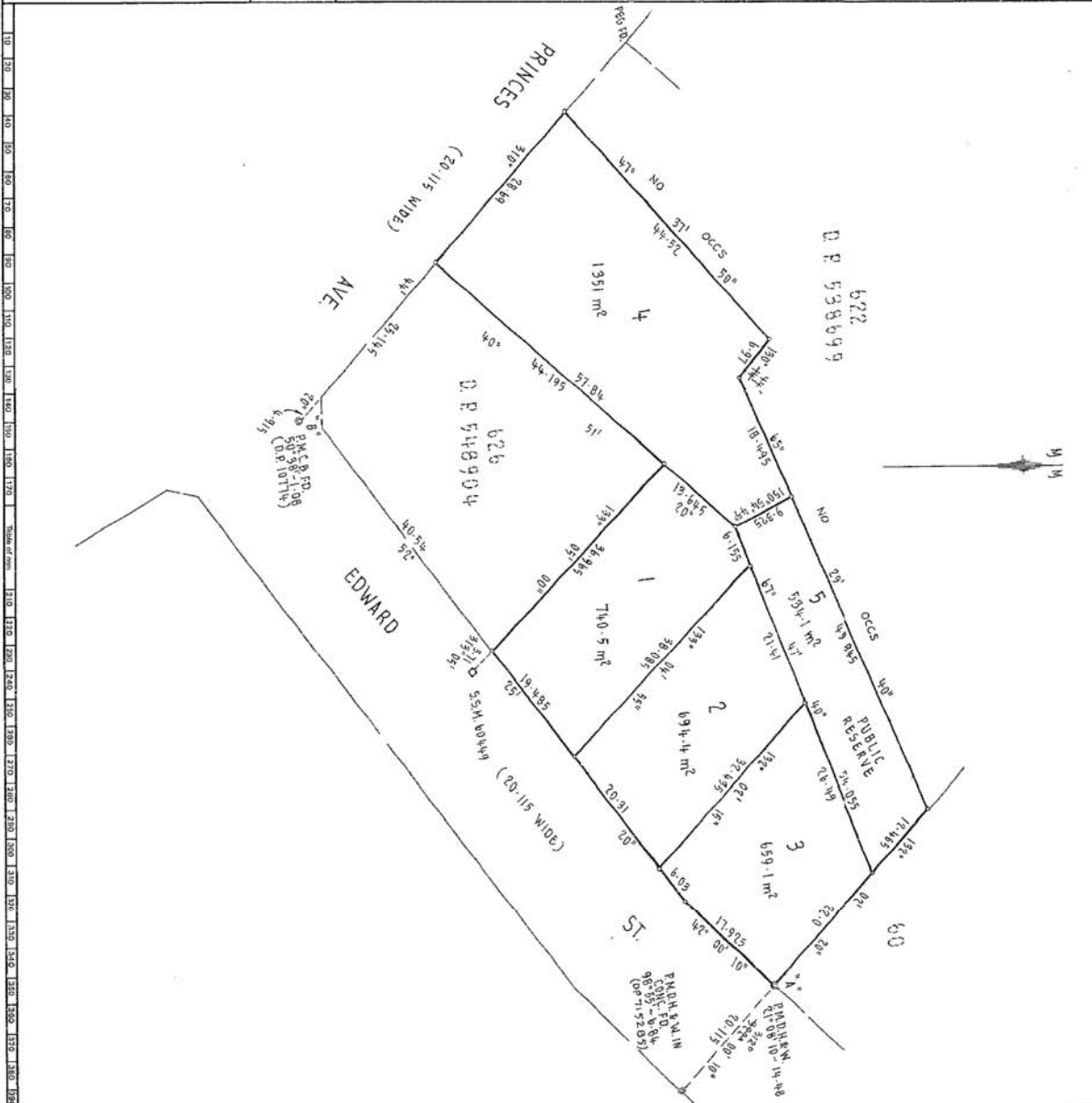
*** END OF SEARCH ***

PLAN FORM 2
 SIGNATURE AND SEALS ONLY

Matthew Joseph Shiners

Plan Drawing only to appear in this space

Owner Land Office Approval
 Land Approved:
 Land Owner:
 Plan No:
 Date:
 Council Clerk's Certificate
 I hereby certify that
 This is a true and correct copy of the plan as shown to me by the applicant and as approved by the Council of the Local Government Area of Lake Macquarie, New South Wales, on the 18th day of December 1992, in accordance with the provisions of the Local Government Act 1928, as amended.
 Date: 28.12.1992
 Signature:
 Stamp:
 Registrar-General's Office
 Sydney, New South Wales



REGISTRATION NO. DP 803917
 REGISTERED 30-7-1990
 C.A. No DA 90/55 OF 28-6-1990
 This System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: U6350-744
 Land File: DP538099 DP548904
 PLAN OF SUBDIVISION OF
 LOT 5 AS PUBLIC RESERVE
 Lot 5
 Lake Macquarie
 County: NORTHUMBERLAND
 Localities: KARIBAH
 Parish: KARIBAH
 Applicant: MATTHEW JOSEPH SHINERS
 of KARIBAH SHINERS & ASSOCIATES
 150/152 KARIBAH ROAD
 KARIBAH
 This is a true and correct copy of the plan as shown to me by the applicant and as approved by the Council of the Local Government Area of Lake Macquarie, New South Wales, on the 18th day of December 1992, in accordance with the provisions of the Local Government Act 1928, as amended.
 Date: 28.12.1992
 Signature:
 Stamp:
 Registrar-General's Office
 Sydney, New South Wales

PLAN AMENDED IN LTO AT SURVEYORS REQUEST

Scale of mm

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390	400
----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

WARNING: CRASHING ON FOLDING WILL LEAD TO REFLECTION

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day: 30th July, 1990



ANNEXURE H
PLANNING CERTIFICATE



INFOTRACK PTY LTD
DX 578
SYDNEY

Our Ref:138039
Your Ref:
28147:108636
ABN 81 065 027 868

18 December 2020

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

Fee Paid: 53.00
Receipt No: 11307640
Receipt Date: 16 December 2020

DESCRIPTION OF LAND

Address: 12 Princes Avenue, CHARLESTOWN NSW 2290
Lot Details: Lot 4 DP 803917
Parish: Kahibah
County: Northumberland

For: MORVEN CAMERON
GENERAL MANAGER

A handwritten signature in black ink, appearing to read "J. Pavith".

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 that applies to the carrying out of development on the land.

Lake Macquarie Local Environmental Plan 2014

State Environmental Planning Policy - (Housing for Seniors or People with a Disability) 2004 (This SEPP applies to the land to the extent provided by Clause 4 of the SEPP)

State Environmental Planning Policy (Affordable Rental Housing) 2009

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

State Environmental Planning Policy (Concurrences) 2018

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

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

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Koala Habitat Protection) 2020

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy (Primary Production and Rural Development) 2019

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (State Significant Precincts) 2005

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

State Environmental Planning Policy No. 19 – Bushland in Urban Areas

State Environmental Planning Policy No. 21 – Caravan Parks

State Environmental Planning Policy No. 33 – Hazardous and Offensive Development

State Environmental Planning Policy No. 50 – Canal Estate Development

State Environmental Planning Policy No. 55 – Remediation of Land

State Environmental Planning Policy No. 64 – Advertising and Signage

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

State Environmental Planning Policy No. 70 – Affordable Housing (Revised Schemes)

- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Lake Macquarie Local Environmental Plan 2014 (Amendment No. F2014/01451)

- (3) The name of each development control plan that applies to the carrying out of development on the land.

Lake Macquarie Development Control Plan 2014

- (4) In this clause, 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 (h) relate to the instrument (see 1(1) above).

(a)

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

R3 Medium 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 occupations

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

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; centre-based child care facility; Community facilities; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Hostels; Hotel or motel accommodation; Kiosks; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Registered clubs; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Sewage reticulation systems; Sewage treatment plants; Shop top housing; 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 any 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.

- (c) Whether the land includes or comprises critical habitat.

No

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

No

- (e) 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.

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 any 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.

- (c) Whether the land includes or comprises critical habitat.
No
- (d) Whether the land is in a conservation area (however described).
No
- (e) Whether an item of environmental heritage (however described) is situated on the land.
No

3 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) and (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 Medium Density 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.

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.

4 Coastal Protection

(Repealed 3 April 2018)

4A Information relating to beaches and coasts

(Repealed 3 April 2018)

4B 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.

5 Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 20 of the Coal Mine Subsidence Compensation Act 2017.

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

NOTE: The advice in section (5) 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.

6 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.

7 Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

- (i) adopted by the Council, or
- (ii) adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council,

that restricts the development of the land because of the likelihood of:

- (a) land slip or subsidence

Yes

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

- (b) bushfire

Yes

- (c) tidal inundation

No

- (d) acid sulfate soils

Yes

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

- (e) contaminated or potentially contaminated land

Yes

Council has adopted a policy that may restrict the development of Contaminated or Potentially Contaminated land. This policy is implemented when zoning, development, or land use changes are proposed. Council does not hold sufficient information about previous

use of the land to determine whether the land is contaminated. Consideration of Council's adopted Policy located in the applicable DCP noted in Clause 1(3) above, and the application of provisions under relevant State legislation is recommended.

- (f) any other risk (other than flooding).
No

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.**

7A Flood related development controls information

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.
No
- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.
No
- (3) Words and expressions in this clause have the same meanings as in the standard instrument set out in the *Standard Instrument (Local Environmental Plans) Order 2006*.

8 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Clause 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

9 Contributions Plans

The name of each contributions plan applying to the land.

Lake Macquarie City Council Development Contributions Plan - Charlestown
Contributions Catchment - 2015

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

9A Biodiversity Certified Land

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

10 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.

10A Native vegetation clearing set asides

The land does not contain a set aside area under section 60ZC of the Local Land Services Act 2013.

11 Bush Fire Prone Land

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

Lot 4 DP 803917 - ALL of the land is bush fire prone land.

12 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).

13 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.

14 Directions under Part 3A

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

Nil

15 Site compatibility certificates and conditions for seniors housing

(a) Whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.

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

(b) Any terms of a kind referred to in clause 18 (2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

Nil

16 Site compatibility certificates for infrastructure, schools or TAFE establishments

Whether there is a valid site compatibility certificate (infrastructure, schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land.

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

17 Site compatibility certificates and conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.

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

- (2) Any terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

Nil

18 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

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of Environmental Planning and Assessment Regulation 2000.

19 Site verification certificates

Whether there is a current site verification certificate, of which the council is aware, in respect of the land.

No

- (a) The matter certified by the certificate

Not Applicable

- (b) The date on which the certificate ceases to be current
Not Applicable
- (c) A copy of the certificate (if any) may be obtained from the head office of the Department of Planning and Infrastructure.

Note: A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

20 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.

21 Affected building notices and building product rectification orders

- (1) 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.
- (2) (a) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
A building rectification order **is not** in force in respect of this land.
- (b) 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.

(3) In this clause:

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

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

ANNEXURE I
SERVICE LOCATION DIAGRAM



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack
12 PRINCES
CHARLESTOWN NSW

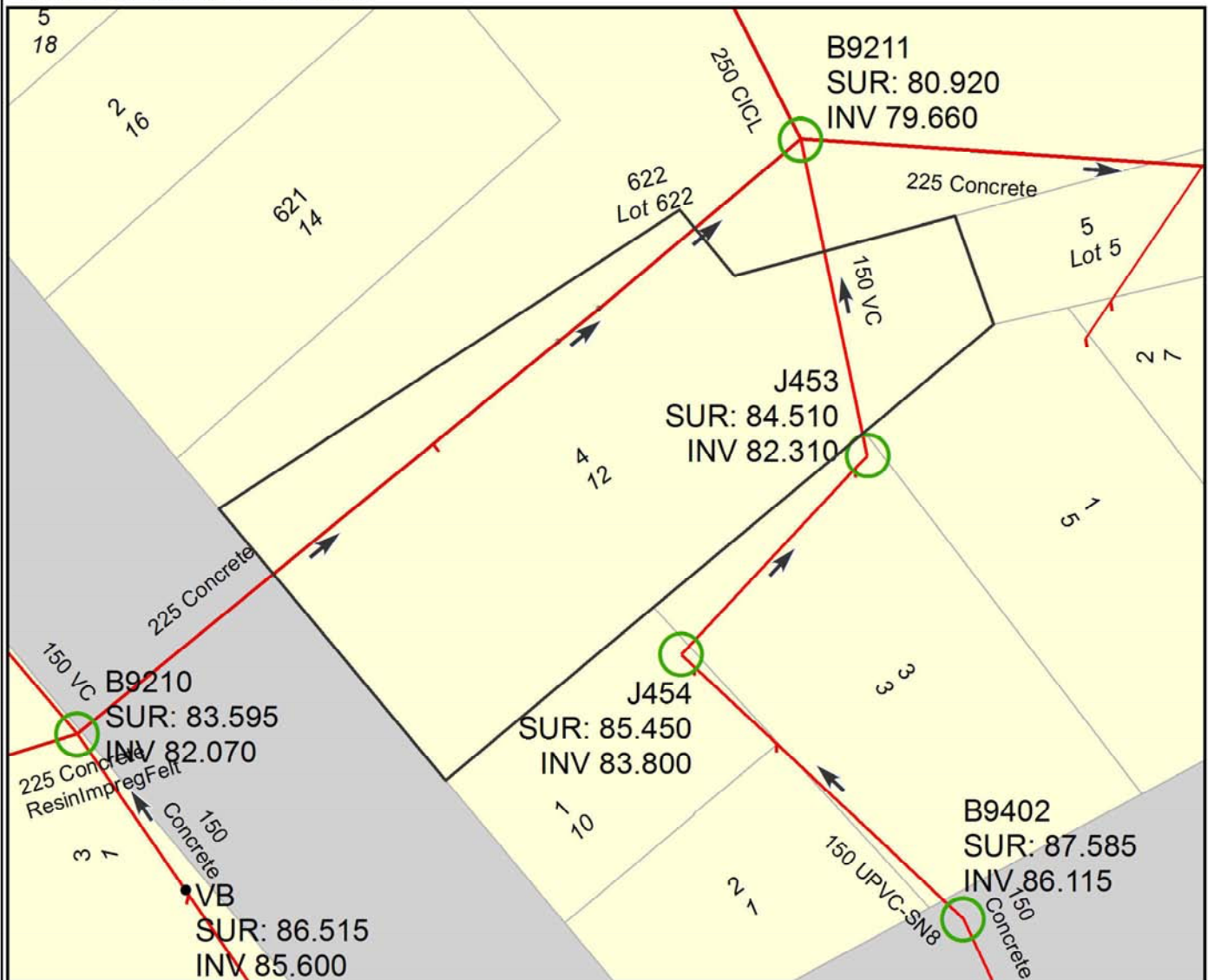
APPLICATION NO.: 1312236

APPLICANT REF: M 28147

RATEABLE PREMISE NO.: 0674600760

PROPERTY ADDRESS: 12 PRINCES AVE CHARLESTOWN 2290

LOT/SECTION/DP:SP: 4//DP 803917



SEWER POSITION APPROXIMATE ONLY.
SUBJECT PROPERTY BOLDED.
ALL MEASUREMENTS ARE METRIC.

IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 657 657, FOR MORE INFORMATION.

IMPORTANT:

IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION.

ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.

Date: 17/12/2020

Scale at A4: 1:500

CADASTRAL DATA © LPI OF NSW
CONTOUR DATA © AAMHatch
© Department of Planning

SEWER/WATER/RECYCLED WATER
UTILITY DATA
© HUNTER WATER CORPORATION



7 July 2022

HIERRO CONSTRUCTIONS PTY LIMITED
70 Park St
CHARLESTOWN NSW 2290

Development Application Notice of Determination

Issued under the Environmental Planning and Assessment Act 1979
Sections 4.16, 4.17 & 4.18 (1)(a)

Development Application No: DA/2772/2021
Property Address: Lot 4 DP 803917
12 Princes Avenue, CHARLESTOWN NSW 2290
Description of Development: Demolition, Multi Dwelling Housing and Strata Subdivision
Determination: Approved
Determination Date: 7 July 2022
Consent to operate from: 7 July 2022
Consent to lapse on: 7 July 2027

Conditions of Consent

(Approved subject to the conditions specified in this notice and in accordance with the stamped approved plans.)

Reason for the Imposition of Conditions

The reason for the imposition of the following conditions shall ensure, to Council's satisfaction, the objects of the *Environmental Planning and Assessment Act 1979* (as amended) are achieved:

To encourage:

- a) The proper management, development and conservation of natural and artificial resources, including agricultural land, natural areas, forest, minerals, water, cities, towns, and villages for the purpose of promoting the social and economic welfare of the community and a better environment;
 - i. The promotion and co-ordination of the orderly and economic use of development of land;

- ii. The protection, provision, and co-ordination of communication and utility services;
 - iii. The provision of land for public purposes;
 - iv. The provision and co-ordination of community services and facilities;
 - v. The protection of the environment, including the protection and conservation of native animals and plants including threatened species, populations, and ecological communities and their habitats;
 - vi. Ecologically Sustainable Development; and
 - vii. The provision and maintenance of affordable housing.
- b) To promote the sharing of the responsibility for environmental planning between the different levels of government in the State.
 - c) To provide increased opportunity for public involvement and participation in environmental planning and assessment.

Administrative Conditions

1. Prescribed Conditions

- a) The work shall be carried out in accordance with the requirements of the *Building Code of Australia*.
- b) In the case of residential building work for which the *Home Building Act 1989* requires there to be a contract of insurance in force in accordance with Part 6 of that Act, that such a contract of insurance is in force before any building work authorised to be carried out by the consent commences.
- c) A sign shall be erected in a prominent position on any site on which building work, subdivision work or demolition work is being carried out:
 - i. showing the name, address and telephone number of the Certifying Authority for the work, and
 - ii. showing the name of the principal contractor (if any) for any building work and a telephone number on which that person may be contacted outside working hours, and
 - iii. stating that unauthorised entry to the work site is prohibited.

Any such sign shall be maintained while the building work, subdivision work or demolition work is being carried out, but shall be removed when the work has been completed.

- d) Residential building work within the meaning of the *Home Building Act 1989* shall not be carried out unless the Certifying Authority for the development to which the work relates (not being the Council) has given the Council written notice of the following information:

- i. in the case of work for which a principal contractor is required to be appointed:
 - a. the name and licence number of the principal contractor, and
 - b. the name of the insurer by which the work is insured under Part 6 of that Act,
- ii. in the case of work to be done by an owner-builder:
 - a. the name of the owner-builder, and
 - b. if the owner-builder is required to hold an owner-builder permit under that Act, the number of the owner-builder permit.

If arrangements for doing the residential building work are changed while the work is in progress so the information notified under (d) becomes out of date, further work must not be carried out unless the Certifying Authority for the development to which the work relates (not being the Council) has given the Council written notice of the updated information.

2. Approved Documentation

The development consent incorporates this schedule of conditions and the plans and documents referenced and stamped as follows:

a) Plans Reference:

Plans prepared by: Hierro Constructions Pty Ltd; Project Number: Multi Dwelling, 12 Princes Avenue, Charlestown			
Name of Plan	Drawing Number	Issue	Date
Site Plan	DA-04	B	14/04/2022
Ground Floor Plan	DA-09	C	21/06/2022
First Floor Plan	DA-10	B	14/04/2022
Elevations	DA-11	B	14/04/2022
Elevations	DA-12	B	14/04/2022
Sections	DA-13	B	14/04/2022
Material Schedule	DA-14	B	14/04/2022
Perspectives	DA-15	B	14/04/2022
BASIX	DA-16	B	14/04/2022

Plans prepared by: Forum Engineers; Project Number: 210513			
Name of Plan	Drawing Number	Issue	Date
Stormwater Management Plan	2105130SWD-01 of 03	E	21/06/2022
Detention/First Flush Tank Detail	2105130SWD-02 of 03	C	13/04/2022
Outlet detail, Section retaining wall along northern boundary, Outlet to little flaggy creek	2105130SWD-03 of 03	C	13/04/2022
Longitudinal driveway section	2105130DWP-01 of 01	B	21/06/2022

Plans prepared by: Meraki Green Landscape Architecture; Project Number: 2169			
Name of Plan	Drawing Number	Issue	Date
Landscape Plan	LP.01/C Sheet 1 of 1	C	12/04/2022

Plans prepared by: Mark Nicholas Scanlon; Project Number: B2039			
Name of Plan	Drawing Number	Issue	Date
Plan of Subdivision of Lot 4 in DP803917	Sheet 1 of 3	-	-
Plan of Subdivision of Lot 4 in DP803917	Sheet 2 of 3	-	-
Plan of Subdivision of Lot 4 in DP803917	Sheet 3 of 3	-	-

b) Document Reference:

Document	Reference	Author	Date
Arborist Report	12 Princes Avenue, Charlestown	Abacus Tree Services	1 September 2021
Geotechnical Engineers Report	96-22	CSG Engineers Pty Ltd	31 March 2022

Details of the development shown in the approved plans and documents referenced are altered in the manner indicated by:

- i. Any amendments made by Council on the approved plans or documents;
- ii. Any notes, markings, or stamps on approved plans or documents, and
- iii. Any conditions contained in this consent.

General Terms of Approval and Concurrence Requirements

3. NSW Rural Fire Service – General Terms of Approval

NSW RFS has granted General Terms of Approval, under Division 4.8 of the Environmental Planning and Assessment Act 1979, and a Bush Fire Safety Authority, under section 100B of the Rural Fires Act 1997, subject to the following conditions:

Asset Protection Zones

Intent of measures: to provide sufficient space and maintain reduced fuel loads to ensure radiant heat levels at the buildings are below critical limits and prevent direct flame contact.

1. At the commencement of building works or the issue of a subdivision certificate (whichever comes first), and in perpetuity to ensure ongoing protection from the impact of bush fires, the entire site must be managed as an Inner Protection Area (IPA) in accordance with the requirements of Appendix 4 of Planning for Bush Fire Protection 2019. When establishing and maintaining an IPA the following requirements apply:

- tree canopy cover should be less than 15% at maturity;
- trees at maturity should not touch or overhang the building;
- lower limbs should be removed up to a height of 2m above the ground;
- tree canopies should be separated by 2 to 5m;
- preference should be given to smooth barked and evergreen trees;
- large discontinuities or gaps in vegetation should be provided to slow down or break the progress of fire towards buildings;
- shrubs should not be located under trees;
- shrubs should not form more than 10% ground cover;
- clumps of shrubs should be separated from exposed windows and doors by a distance of at least twice the height of the vegetation.
- grass should be kept mown (as a guide grass should be kept to no more than 100mm in height); and
- leaves and vegetation debris should be removed.

2. At the issue of a subdivision certificate, a suitably worded instrument(s) must be created pursuant to section 88 of the Conveyancing Act 1919 over the lot which prohibit the construction of buildings other than class 10a structures, within the lot for a distance of 18 metres of the northern eastern site boundary. The instrument may be lifted upon commencement of any future proposed development on the adjoining land, but only if the bush fire hazard is removed as part of the proposal. The name of authority empowered to release, vary or modify the instrument shall be Lake Macquarie Council.

Construction Standards

Intent of measures: to minimise the risk of bush fire attack and provide protection for emergency services personnel, residents and others assisting firefighting activities.

3. Proposed construction on units 2, 3, 4 & 5, north western, north eastern and south western elevations and roofing, must comply with section 3 and section 7 (BAL 29) Australian Standard AS3959-2018 Construction of buildings in bush fire-prone areas or NASH Standard (1.7.14 updated) National Standard Steel Framed Construction in Bushfire Areas – 2014 as appropriate and Section 7.5 of Planning for Bush Fire Protection 2019.
4. Proposed construction on units 2, 3, 4 & 5, south eastern elevations, must comply with section 3 and section 6 (BAL 19) Australian Standard AS3959-2018 Construction of buildings in bush fire-prone areas or NASH Standard (1.7.14 updated) National Standard Steel Framed Construction in Bushfire Areas – 2014 as appropriate and Section 7.5 of Planning for Bush Fire Protection 2019.
5. Proposed construction on units 1 & 6, north western and north eastern elevations and roofing, must comply with section 3 and section 6 (BAL 19) Australian Standard AS3959-2018 Construction of buildings in bush fire-prone areas or NASH Standard (1.7.14 updated) National Standard Steel Framed Construction in Bushfire Areas – 2014 as appropriate and Section 7.5 of Planning for Bush Fire Protection 2019.
6. Proposed construction on units 1 & 6, south eastern and south western elevations (fronting Princess Avenue) must comply with section 3 and section 5 (BAL 12.5) Australian Standard AS3959-2018 Construction of buildings in bush fire-prone areas or NASH Standard (1.7.14 updated) National Standard Steel Framed Construction in Bushfire Areas – 2014 as appropriate and Section 7.5 of Planning for Bush Fire Protection 2019.
7. Proposed detached Garages constructed from non-combustible materials.

Water and Utility Services

Intent of measures: to provide adequate services of water for the protection of buildings during and after the passage of a bush fire, and to locate gas and electricity so as not to contribute to the risk of fire to a building.

8. The provision of water, electricity and gas must comply with the following in accordance with Table 5.3c of Planning for Bush Fire Protection 2019:
 - reticulated water is to be provided to the development where available;

- fire hydrant, spacing, design and sizing complies with the relevant clauses of Australian Standard AS 2419.1:2005;
- hydrants are and not located within any road carriageway;
- reticulated water supply to urban subdivisions uses a ring main system for areas with perimeter roads;
- fire hydrant flows and pressures comply with the relevant clauses of AS 2419.1:2005;
- all above-ground water service pipes are metal, including and up to any taps;
- where practicable, electrical transmission lines are underground;
- where overhead, electrical transmission lines are proposed as follows:
 - a) lines are installed with short pole spacing (30m), unless crossing gullies, gorges or riparian areas; and
 - b) no part of a tree is closer to a power line than the distance set out in accordance with the specifications in ISSC3 Guideline for Managing Vegetation Near Power Lines.
- reticulated or bottled gas is installed and maintained in accordance with AS/NZS 1596:2014 and the requirements of relevant authorities, and metal piping is used;
- reticulated or bottled gas is installed and maintained in accordance with AS/NZS 1596:2014 - The storage and handling of LP Gas, the requirements of relevant authorities, and metal piping is used;
- all fixed gas cylinders are kept clear of all flammable materials to a distance of 10m and shielded on the hazard side;
- connections to and from gas cylinders are metal; polymer-sheathed flexible gas supply lines are not used; and
- above-ground gas service pipes are metal, including and up to any outlets.

Landscaping Assessment

The intent of measures is for landscaping. To achieve this, the following conditions must apply:

9. Landscaping within the required asset protection zone must comply with Appendix 4 of Planning for Bush Fire Protection 2019. In this regard, the following principles are to be incorporated:
 - A minimum 1 metre wide area, suitable for pedestrian traffic, must be provided around the immediate curtilage of the building;
 - Planting is limited in the immediate vicinity of the building;
 - Planting does not provide a continuous canopy to the building (i.e. trees or shrubs are isolated or located in small clusters);

- Landscape species are chosen to ensure tree canopy cover is less than 15% (IPA), and less than 30% (OPA) at maturity and trees do not touch or overhang buildings;
- Avoid species with rough fibrous bark, or which retain/shed bark in long strips or retain dead material in their canopies;
- Use smooth bark species of trees which generally do not carry a fire up the bark into the crown;
- Avoid planting of deciduous species that may increase fuel at surface/ ground level (i.e. leaf litter);
- Avoid climbing species to walls and pergolas;
- Locate combustible materials such as woodchips/mulch, flammable fuel stores away from the building;
- Locate combustible structures such as garden sheds, pergolas and materials such as timber garden furniture away from the building; and
- Low flammability vegetation species are used.

4. Subsidence Advisory NSW – General Terms of Approval

Subsidence Advisory NSW has granted approval for the development (Reference TBA21-03364) described subject to the following conditions:

Conditions of consent

GENERAL

Plans, Standards and Guidelines

1. The development being undertaken strictly in accordance with the details set out on the application form, any information submitted with the application and the plans submitted, as amended or as modified by the conditions of this approval.

Note: Any proposal to modify the terms or conditions of this approval, whilst still maintaining substantially the same development to that approved, will require the submission of formal advice for consideration by Subsidence Advisory NSW. If amendments to the design result in the development not remaining substantially the same as that approved by this approval, a new application must be submitted to Subsidence Advisory NSW.

2. This approval expires 5 years after the date the approval was granted if subdivision and/or development works have not physically commenced.

PRIOR TO COMMENCEMENT OF CONSTRUCTION

3. Prescribed Design Parameters

Provide certification from a qualified structural engineer that the proposed structure(s) are capable of remaining “*safe, serviceable and any damage from mine subsidence shall be limited to ‘slight’ damage in accordance with AS2870 (Damage*

Classification), and readily repairable” if subjected to the subsidence parameters outlined below:

- a) Maximum Horizontal Strains (+/-): 3 mm/m
- b) Maximum Tilt: 4 mm/m
- c) Maximum Radius of Curvature: 5 Km

Provide certification from a qualified structural engineer that the proposed structure(s) are capable of remaining “**safe**”, if subjected to the subsidence parameters outlined below:

- d) Maximum Tilt: 5 mm/m
- e) Maximum Radius of Curvature: 2 Km

4. Submit a final design for acceptance by Subsidence Advisory NSW prior to commencement of construction.

It shall include certification by a qualified structural engineer including a statement to the effect that the proposed structures(s) will:

- remain “*safe, serviceable and any damage from mine subsidence shall be limited to ‘slight’ damage in accordance with AS2870 (Damage Classification), and readily repairable*” taking into consideration the mine subsidence parameters a) to c) outlined above.
- remain “*safe*” taking into consideration the mine subsidence parameters d) to e) outlined above.

POST CONSTRUCTION

5. Upon completion of construction, works-as-executed certification by a qualified engineer is to be forwarded to Subsidence Advisory NSW confirming that construction was in accordance with the plans approved by Subsidence Advisory NSW.

Fees, Charges and Contributions

5. Contribution Toward Provision or Improvement of Amenities or Services

In accordance with the provisions of the *Environmental Planning and Assessment Act 1979 – Sect 7.11* and the Lake Macquarie City Council *Development Contributions Plan Charlestown Contributions Catchment - 2015*, the monetary contributions in the attached Contributions Schedule shall be paid to Council for the purposes identified in that Schedule.

From the date this determination is made until payment, the amounts of the contributions payable under the preceding clause shall be indexed and adjusted at the close of business on:

- a) 14 August,
- b) 14 November,

- c) 14 February, and
- d) 14 May;

in each year in accordance with indexation provisions within the Contributions Plan and Directions issued under the *Environmental Planning and Assessment Act 1979* – Sect 7.17. The first date for indexation shall occur on the first abovementioned date after the Notice of Determination becomes effective.

The contributions payable shall be the amounts last indexed and adjusted in accordance with the above. However, if no amount has been indexed and adjusted because the first date for indexation and adjustment has not arrived, the contributions payable shall be those as set out in the table below.

The contributions shall be paid to Council as follows:

- a) Development Applications involving subdivision – prior to the release of the Subdivision Certificate;
- b) Development Applications involving building work – prior to the release of the first Construction Certificate;
- c) Development Applications involving both subdivision and building work – prior to the release of the Subdivision Certificate or first Construction Certificate, whichever occurs first;
- d) Development Applications where no Construction Certificate or Subdivision Certificate is required – prior to the commencement of any construction work or prior to any occupation, whichever occurs first;
- e) Complying Development Certificates - prior to any work authorised by the application or certificate commencing.

It is the professional responsibility of the Certifying Authority to ensure the monetary contributions have been paid to Council in accordance with the above provisions.

Please note that payments made by cheque or electronic transfer - the release of any documentation shall be subject to the clearing of those funds.

Indexation details are available from Council's Development Contribution Section.

A copy of the Lake Macquarie City Council *Development Contributions Plan Charlestown Contributions Catchment - 2015* is available on Council's website, or a copy is available at Council's Administrative Building during Council's opening hours.

CONTRIBUTION FEE SCHEDULE

DESCRIPTION	FEE AMOUNT
CCA-Open Space & Recreation Facilities-Capital-CPI	\$70,741.27
CCA-Open Space & Recreation Facilities-Land-LVI	\$30,717.84
CCA-Roads-Capital-R001/R002/R003/R004-CPI	\$1,973.73
CCA-Public Transport Facilities-CPI	\$218.86
CCA-Community Facilities-Capital-CPI	\$13,171.69
CCA-Community Facilities-Land-LVI	\$5,933.17
CCA-Plan Preparation & Administration-CPI	\$3,547.35
	TOTAL \$126,303.91

Conditions to be satisfied prior to the issue of the Construction Certificate

The person having the benefit of the consent shall comply with each of the following conditions prior to the issue of a Construction Certificate.

Any documentation required to be submitted for the Construction Certificate shall be submitted to the Certifying Authority unless otherwise specified.

6. Construction Certificate

Prior to the commencement of building work a Construction Certificate shall be obtained.

7. Vehicles Access Crossing and Kerb Layback

An approval for the vehicle access crossing and kerb layback, including associated cut or fill works, under s138 of the *Roads Act 1993* is required.

A paved vehicular access including kerb layback from the property boundary to the street shall be designed in accordance with Councils Standard Drawings: *EGSD-103, EGSD-201 or EGSD-104* (available from Councils website).

Where existing street tree/s are to be retained and are within five metres of the vehicle access, details shall be provided to identify appropriate construction techniques to retain the street tree.

Where street trees cannot be retained, street trees shall be replaced at a rate and with species approved by Council's Natural Assets section.

To obtain the Roads Act 1993 s138 approval, an application for Minor Public Works shall be made to Council. Application can be made via Council's website.

8. Geotechnical Report Compliance

The recommendations of the Geotechnical Report Reference 96-22 prepared by CSG Engineers PTY dated 31/03/2022 shall be complied with. Any works undertaken in relation to the development shall embody all relevant recommendations of the Geotechnical Report.

The engineering plans shall be certified as being designed in accordance with the approved Geotechnical Report.

9. Stormwater Disposal - Stormwater Detention and Harvesting

A Stormwater Detention and Harvesting Plan shall be submitted. The plan shall be generally in accordance with the plans approved by the Development Consent prepared by Forum Consulting Engineers, Ref: 210513-SWD, Revision E, dated 21/06/2022. The stormwater plans approved by this development consent are not approved for construction. The stormwater plans shall comply with the following:

- a) Stormwater shall be disposed of through a piped system designed in accordance with *Australian Standard AS 3500* by a suitably qualified professional. The design shall be undertaken by a practising Civil Engineer deemed to be suitably experienced by Council and qualified so as to be accepted as a Member of the Institution of Engineers Australia or a Registered Surveyor deemed to be suitably experienced by Council shall be accepted as qualified to prepare plans for drainage works (excluding flood control structures and bridges). Qualifications demonstrating the above may be requested by Council. Stormwater detention measures shall be designed to ensure the development does not increase upstream or downstream flood levels for all recurrence intervals up to and including the 1% Annual Exceedance Probability.
- b) Detention storage shall be calculated and designed in accordance with *Australian Rainfall and Runoff 2019* and the Lake Macquarie City Council guideline – *Handbook for Drainage Design Criteria* and shall conform to the specifications and standards contained in *Development Control Plan 2014 Engineering Guidelines*.
- c) Stormwater harvesting measures shall be designed in accordance with the *Development Control Plan 2014 Water Cycle Management Guideline*. Stormwater drainage plans shall include details of the harvesting system, including rainwater tank details, pump details and reticulation diagrams.
- d) The location of a permanent metal sign (minimum dimensions 150mm x 220mm) shall be detailed on the plans in a visible location near the detention orifice plate or onsite detention entry with the following wording:

**THIS IS AN ONSITE STORMWATER DETENTION
SYSTEM REQUIRED BY LAKE MACQUARIE CITY
COUNCIL.**

It is an offence to reduce the volume of the tank or basin or
to interfere with the orifice plate that controls the outflow.

The base of the outlet control pit and the debris screen shall
be cleaned of debris and sediment on a regular basis.

This plate shall not be removed

10. Amendments to plans

Prior to the issue of a Construction Certificate, suitable amendments to the plans shall be made to reflect the following:

- Frosted glazing to all ground floor windows and any door glazing on the eastern side of Units 4, 5 and 6, and first floor window 18-09 of Unit 5.
- All first-floor bedroom windows on the eastern façade (indicated as 9-05 on the plans) shall have a minimum sill height of 1.5m.
- All first floor bathroom windows on the eastern side shall be provided with frosted glazing.

11. Engineer's certification

The retaining walls and associated works along the western boundary shall be contained entirely within the subject site without causing any disturbance to the adjoining drainage channel. These works shall be designed by a structural engineer and certification details lodged with the Construction Certificate application.

12. Integrated development concurrence and Controlled Activity Approval

Prior to the issue of a Construction Certificate for the drainage works over the adjoining Council owned land, a Controlled Activity Approval under s91 of the Water Management Act shall be obtained from Natural Resources Access Regulator (NRAR), to satisfy the integrated development requirements under 4.46 of Environmental Planning and Assessment Act 1979.

The drainage works shall be designed to comply with the general terms of approval issued by NRAR.

Should any change to the design occur as a result of this referral, an application to modify consent shall be submitted to, and approved by, Council.

13. Waste Management Plan

A Construction and Demolition Waste Management Plan in accordance with sections 8.1 and 9.1 of Lake Macquarie Waste Management Guidelines 2019, shall be submitted to, and assessed as satisfactory, by Lake Macquarie City Council.

14. Council Easement

Prior to the issue of a Construction Certificate for the drainage works on adjoining Council land, the person having benefit of this consent shall commence negotiation with Council to obtain a formal easement for proposed stormwater drainage.

Easements will only be accepted where Council determines they do not present any significant impact on use of Council land or the public interest, and satisfy legislative requirements.

To initiate the easement process, please contact Council's Property & Business Development department at propertyadmin@lakemac.nsw.gov.au.

Applicable fees are provided within Council's Fees and Charges Schedule.

15. Building Sustainability Index (BASIX) Certificate

The development shall be constructed in accordance with a current Building Sustainability Index (BASIX) certificate.

16. Vegetation Management Plan and Implementation

A person qualified in natural vegetation management, ecology or bush regeneration shall prepare a Vegetation Management Plan (VMP) in consultation with Council's Development Planner Flora and Fauna. The VMP shall be prepared in accordance with the *Lake Macquarie City Council Guideline for Vegetation Management Plans*. The VMP shall be submitted, to and approved by Council's Development Planner Flora and Fauna.

Conditions to be satisfied prior to the commencement of works

The person having the benefit of the consent shall comply with each of the following conditions prior to the commencement of works.

17. Filling Importation and Compaction

Prior to works commencing, documentary evidence shall be provided to Council demonstrating the proposed fill material is either:

- a) Virgin excavated natural material (VENM) as defined under the provisions of the *NSW Protection of the Environment Operations Act 1997*; or

- b) The material is from a known origin and composition, free of contamination from manufactured chemicals, process residues, building debris, sulfidic ores, or other foreign matter; or
- c) Fill which has been characterised and validated by a suitably qualified and experienced site contamination consultant, in accordance with the NSW Office of Environment and Heritage publication *Contaminated Sites - Sampling Design Guidelines* dated September 1995.

Prior to works commencing, written certification from a suitably qualified geotechnical engineer that the material is suitable for the proposed use on the site, shall be provided to Council. Only that material certified by the geotechnical engineer shall be imported to the site.

Written details shall be kept of address of the origin of the fill; quantities, dates, and times of delivery from each location; registration numbers and driver's identification details; and laboratory test results/consultants reports and available for inspection by the Certifying Authority or Council upon receipt of a written request.

18. Dilapidation Survey Report

A Dilapidation Report shall be submitted to Council and the Certifying Authority prior to any works, including demolition works, commencing. The report shall be prepared by an engineer or other suitably qualified person.

The report shall cover all properties and public land that adjoin the development or that could be potentially damaged by the works.

The report shall include a description of the location and nature of any existing observable defects to the properties and existing public infrastructure, including a photographic record.

19. Erosion and Sediment Controls

Erosion and sediment controls shall be installed as follows:

- a) A sediment fence shall be erected consisting of stakes at 2.5m maximum intervals with geotextile filter fabric securely attached to the stakes. The base of the fabric shall be entrenched a minimum 150mm below the ground surface. Only geotextile specifically produced for sediment fencing may be used. The use of shade cloth is not permitted.
- b) The sediment fence shall be located so all sediment-laden water from the site flows through at least one sediment fence before flowing offsite.
- c) The vehicle site access shall have a minimum width and length of three metres with a surface of compacted aggregate (30mm to 75mm) or a sealed surface. The use of broken tiles is not acceptable.
- d) Where the sediment fence joins onto the site access, a hump shall be constructed in the access to divert water to behind the sediment fence.

- e) Aggregate or gutter “bags” are not permitted where the road width is less than eight metres. No bags shall be placed where they may create a safety or flooding hazard. Where appropriate, a bag made from green sediment fence material, or similar, shall be placed in the gutter. The bag shall be at least 450mm long, 200mm diameter and filled with clean rock aggregate. The use of hessian bags and sand filled bags is not permitted.

A material stock pile area, such as, sand or soil, shall be contained with a sediment fence installed as per point (a) above.

20. Asbestos

Prior to commencing demolition of buildings containing asbestos, a commercially manufactured sign containing the words “DANGER ASBESTOS REMOVAL IN PROGRESS” measuring 400mm x 300mm (see below) shall be erected in a prominent visible position on the site in accordance with *AS1319 Safety Signs for the Occupational Environment*.



The person entitled to act on this consent shall notify adjoining residents in writing five working days prior to the demolition.

21. Dial Before You Dig (Advice)

Prior to commencement of work, the free national community service “Dial Before You Dig” shall be contacted on 1100 regarding the location of underground services in order to prevent injury, personal liability and even death. Enquiries shall provide the property details and the nearest cross street/road.



Conditions to be satisfied during demolition and construction works

The person having the benefit of the consent shall comply with each of the following conditions during demolition and construction works.

22. Noise - Construction Sites

The operating noise level of construction site operations, including machinery, plant and equipment when measured at any affected premises, shall be evaluated and comply with the requirements of the NSW Office of Environment and Heritage publication *Interim Construction Noise Guideline July 2009*.

Approved Construction Times

- a) The approved hours for construction of this development are –
Monday to Friday - 7.00am to 6.00pm.
Saturday – 8am to 1pm.
- b) No construction work shall take place on Sundays or Public Holidays.

Construction Periods in Excess of 26 Weeks

- a) If the construction period is in excess of 26 weeks, a Noise Management Plan shall be provided to Council prior to the issue of the first construction certificate. Such plan shall be prepared with the assistance of a suitably qualified acoustic engineer, indicating whether the use of machinery, plant and equipment during those operations can be completed without causing offensive noise (as defined in the *Protection of the Environment Operations Act 1997*) in the neighbouring area. The Noise Management Plan shall be complied with at all times during the construction period and shall identify any mitigation measures to control noise, noise monitoring techniques and reporting methods, likely potential impacts from noise and a complaints handling system.
- b) Operational times may be amended with the written advice of Council's General Manager or delegate.

23. Landscape works

Landscape works shall be constructed in accordance with these conditions and the approved landscape plans and specification.

A minimum of two 45 litre native trees shall be planted within the front setback. Trees shall be planted into a mass mulched planting area a minimum of 1500mm width that has edging constructed at all adjoining turf surfaces. There shall be a minimum of twenty four shrubs planted along the front setback including the returns along each side setback.

There shall be a minimum of five 45 litre native trees planted within the remainder of the site. All trees shall be low flammability species that meet the RFS' conditions.

Street trees along Princes Street shall comprise two 200 litre *Waterhousia* 'Sweeper' planted centred on the remaining streetscape as per the approved landscape plan and PLA-LSD-02 Lake Macquarie City Council Landscape Standard Drawings March 2019. Street trees shall have standard timber edging installed and all pot stakes, labels and wire/rubber/plastic tags removed.

All landscape planting works shall be implemented under the full supervision of a contractor with a current NSW Department of Fair Trading endorsed license in Structural Landscaping.

All paving works shall be implemented under the full supervision of a contractor with a current NSW Department of Fair Trading endorsed license in Structural Landscaping, Building or Minor Trade – Paving.

Landscape works shall conform to planting densities as scheduled, with all plants at nominated pot sizes and spacing's and be maintained for a minimum of 52 weeks to achieve continuous healthy growth. A hard garden retaining edge (timber or concrete) shall be installed to all planting areas adjoining turf surfaces. All planted areas shall be covered with minimum 100mm mulch to aid plant establishment.

The turf species used on all roadway landscapes and any other approved locations on public land shall be Couch. This turf species shall be specified on all landscape concept and construction documentation.

24. Management of Site - Erosion Prevention and Sediment Control

All disturbed areas shall be revegetated or rendered erosion resistant in accordance with *Development Control Plan 2014 Guidelines – Erosion Prevention and Sediment Control Guidelines* as soon as practical, and no later than the timeframes specified in *Managing Urban Stormwater: Soils and Construction The Blue Book 4th Edition*, Landcom, 2004.

25. Excavation and Retaining

Only retaining walls indicated on the approved plans shall be constructed under this consent.

No additional excavation/fill shall occur outside the area as shown on the approved plans.

No fill or retaining walls shall be located within any drainage easement located upon the subject property.

Retaining walls, footings and associated drainage works shall be located wholly within the subject property boundaries and shall be connected to the existing stormwater system or other approved stormwater system on the subject property.

Note: Some retaining walls are able to be erected without consent, as Exempt or Complying Development pursuant to *State Environmental Planning Policy Exempt and Complying Development Codes 2008*. Prior to erection of any retaining wall not approved under this consent, reference to the *State Environmental Planning Policy Exempt and Complying Development Codes 2008* shall be undertaken to ascertain whether approval is required.

26. Geotechnical Report Compliance

Where the geotechnical report prepared for this development requires inspections, a suitably qualified engineer shall inspect the works at the stages specified in that report.

27. Filling Importation and Compaction

All fill shall be placed in accordance with the standards specified in Table 5.1 of AS 3798-2007 *Guidelines on Earthworks for Commercial and Residential Developments*.

28. Demolition

Demolition shall only be carried out between 7.00 am and 5.00 pm on Monday to Saturday and no demolition shall be carried out at any time on a Sunday or a public holiday.

All demolition work shall be carried out strictly in accordance with *Australian Standard AS 2601-2001: The Demolition of Structure*.

Waste materials (including excavation, demolition and construction waste materials) shall be managed on the site and then disposed of at an approved waste management facility. During construction all vehicles entering or leaving the site shall have their loads covered, and shall be cleaned of dirt, sand and other materials, to avoid tracking these materials onto public roads.

29. Fix Damage Caused by Construction Works

Any damage to a public road and associated assets including: but not limited to; footpaths, drains, kerb and gutter, street trees, tree pit, turfed verge, above and below ground utility services resulting from the construction works, shall be made good to the satisfaction of Council and the utility service owner.

Any disused kerb and gutter and footpath crossing shall be removed and replaced with full kerb and gutter in accordance with Council's standards to match finished adjoining kerb and gutter.

30. Construction Site Vibration

Vibration on surrounding land from construction site operations shall comply with the Office of Environment and Heritage publication *Assessing Vibration: a technical guideline February 2006*.

31. Build Over or Adjacent to Sewer - Hunter Water Corporation Requirements

The development shall be constructed in accordance with the Hunter Water Corporation requirements for building over or adjacent to sewer.

32. Tree Protection

All trees on the site and adjoining properties shall be retained and protected in accordance with *AS4970- 2009 Protection of Trees on Development Sites*, unless they have been specifically identified for removal on the approved plans or documentation. Additional tree protection measures are to be implemented in accordance with the recommendations in the approved arborist report.

During construction and excavation of underground service trenches a suitably qualified AQF5 arborist or horticulturalist, shall supervise any tree root removal and excavations near trees that have been identified for retention in the Development Consent approved plans. The recommendations of the qualified AQF5 arborist or horticulturalist shall be implemented and all works are to be carried out in accordance with *Australian Standard AS4970-2009 Protection of Trees on Development Sites*.

Tree 12 shall be protected during the construction of the proposed stormwater drainage easement as per the advice from Abacus Tree Services dated 31 May 2022.

A separate application shall be made to Council for the removal of any other trees or native vegetation. This includes application for the removal of any understorey vegetation or the stripping of ground cover vegetation that is outside those areas approved for construction.

33. Removal of fauna habitat

A qualified ecologist or wildlife carer shall supervise removal of any fauna habitat to ensure mitigation against any native animal welfare issues.

Removal of trees with habitat hollows and / or nests shall be undertaken at a time that minimises impact to fauna, particularly threatened fauna that could breed and or hibernate within hollows / nests on site (i.e. preferably March, April, September or October).

Where possible, trees with habitat hollows and / or nests shall be removed at least 24 hours after other vegetation approved for removal to encourage any residing fauna to relocate.

Any hollow-bearing trees shall be felled in one to two metre sections, beginning at the top of the crown. Lengths cut from the trees shall be in a manner that shall preserve the hollows with each section inspected and appropriately treated to minimise impact to fauna.

Clearing shall be staged, where possible, from areas of most impact to areas of least impact to help guide fauna into areas of bushland that are to be retained.

Where possible, logs and other coarse woody debris shall be relocated to areas of bushland that are to be retained on site to mitigate native animal welfare issues.

Written confirmation shall be provided to Lake Macquarie City Council confirming species detected during hollow bearing tree removal.

34. Building Waste

An area for the containment of building waste materials shall be provided within the boundaries of the building site, above natural or excavated ground level, by a screened area of silt stop fabric or shade cloth, having minimum dimensions of 2.4 x 2.4 x 1.2 metres high OR equivalent size waste disposal bin.

The enclosure or bin shall be maintained for the term of the construction to the completion of the development.

All requirements of the approved Waste Management Plan shall be implemented during the demolition, excavation and construction of the development.

35. Topsoil and Stockpiles of Materials

Topsoil shall only be stripped from approved areas. It may be stockpile onsite for re-use during site rehabilitation and landscaping. Stockpiles of any material including but not limited to, soil, sand, aggregate, and spoil, stored on the site that is capable of being moved by water shall be stored clear of any drainage line or easement, natural watercourse, footpath, kerb, and/or road surface. Suitable erosion and sediment controls shall be installed. The stockpile shall be treated so its surface is resistant to water and wind erosion. No stockpiles shall be located on the public footpath or road reserve without prior written approval from Council.

36. Erosion and Sediment Controls

Should any sediment from the site be deposited outside the site, such as, from vehicle tyres or a broken bag, it shall be removed from the road or gutter immediately.

Erosion and sediment controls shall be effectively maintained until the site is made erosion resistant.

37. Dust Suppression

During the extraction, removal, and transportation of material associated with the works, the person having the benefit of the consent shall ensure that airborne dust is contained within the work site or transport vehicles, and does not impact on the amenity of the surrounding environment.

Effective environmental controls and practices shall be implemented and maintained to the satisfaction of Council or the Certifying Authority.

38. Asbestos

All works removing asbestos containing materials shall be carried out by a suitably licensed asbestos removalist duly licensed with SafeWork NSW, holding either a Friable (Class A) or a Non- Friable (Class B) Asbestos Removal License, which ever applies, and a current SafeWork NSW Demolition License where works involve demolition.

Measures shall be in place in accordance with SafeWork NSW guidelines and the Work Health and Safety Regulation 2017. Work shall not commence or continue until all necessary safeguards required by SafeWork NSW are fully in place.

Asbestos waste shall only be disposed of at a landfill site authorised to receive such waste and copies of receipts received from such disposal kept and made available for inspection by Council during normal working hours and upon the giving of reasonable notice.

Note: Council's Awaba Waste Management Facility can accept asbestos for a fee, provided the material is safely secured in accordance with the relevant guidelines. At least 24 hours prior notice shall be given to allow an area to be prepared for disposal.

39. Site Amenities

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

Each toilet shall:

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

40. Vegetation Management Plan and Implementation

Implementation of the VMP shall commence immediately upon any construction work commencing and shall be carried out in accordance with the VMP approved schedule of works.

Conditions to be satisfied prior to the issue of a Subdivision Certificate

The person having the benefit of the consent shall comply with each of the following conditions prior to the issue of a Subdivision Certificate.

41. Strata Certificate

Prior to the endorsement of the Strata Certificate, the requirements of s54 and s57 or s58 and s61 of the *Strata Schemes Development Act 2015* shall be satisfied.

Conditions to be satisfied prior to issue of an Occupation Certificate

The person having the benefit of the consent shall comply with each of the following conditions prior to the issue of the Occupation Certificate, Interim or Final, as stated in each condition.

42. Occupation Certificate

The development shall not be occupied or used prior to the issuing of a Final Occupation Certificate or Interim Occupation Certificate by the Certifying Authority. Where an Interim Occupation Certificate has been issued, only that part of the building to which the Certificate applies may be occupied or used.

43. Landscape Works

At the completion of landscape works, the consulting landscape architect who prepared the documentation shall submit to the Certifying Authority a Landscape Compliance Report. This report shall certify shrub and tree species, pot size, and planting densities and landscape area setout comply with these conditions and approved documentation, and practical completion of the landscaping works has occurred. This report shall certify required street trees are planted specifically as per the nominated locations on the approved documentation and these conditions, and have edging constructed as per the *Lake Macquarie City Council Landscape Standard Drawings March 2019*. The Certifying Authority shall not issue the Final Occupation Certificate without receipt of the Landscape Compliance Report.

44. Vehicles Access Crossing and Kerb Layback

Prior to the issue of the Final Occupation Certificate, the paved crossing shall be completed for the building, at the owner's cost. Any disused kerb and gutter and footpath crossing shall be removed and replaced with full kerb and gutter to match adjoining kerb and gutter to the satisfaction of Council.

45. Geotechnical Report Compliance

Prior to the issuing of the Interim or Final Occupation Certificate, whichever comes first, the suitably qualified engineer who inspected the works shall provide written confirmation the constructed works are in accordance with the recommendations of the Slope Stability Geotechnical report prepared for the development.

46. Driveway Construction

Prior to the issue of the Final Occupation Certificate, the driveway to the garage or car parking area of the development shall be constructed in accordance with the approved Construction Certificate plan.

47. Stormwater Disposal - Stormwater Detention and Harvesting

All drainage works shall be carried out in accordance with the approved Construction Certificate plans.

Prior to the issue of an Interim or Final Occupation Certificate, whichever comes first, a Works as Executed Plan shall be prepared by a surveyor and submitted to the Certifying Authority that demonstrates compliance with the approved Construction Certificate. If there are any changes from the Construction Certificate these shall be highlighted in a different colour on the plan and certification shall be provided from the design engineer the changes do not affect the stormwater design outcomes.

48. Sill height and frosted glazing requirements

The certifier shall ensure that the windows on the eastern side comply with the sill height and frosted glazing requirements as specified in this consent prior to the issue of any Occupation Certificate.

49. Dilapidation Survey Report

A final Dilapidation Report shall be prepared by an engineer or suitably qualified person at the completion of the works. The report shall identify if any structural or cosmetic damage has occurred to the properties specified in the earlier report. A copy of the report shall be submitted to Council, the Certifying Authority and owners of potentially affected properties and public infrastructure. Any identified damage shall be repaired prior to the issue of the Final Occupation Certificate.

50. Fix Damage Caused by Construction Works

Any damage to a public road or associated structures caused as a consequence of the construction works shall be made good to the satisfaction of Council.

Any disused kerb and gutter and footpath crossing shall be removed and replaced with full kerb and gutter in accordance with Council's standards.

These works shall be undertaken prior to the issue of the Final Occupation Certificate.

51. Boundary Fencing

1800mm high fencing of appropriate material as indicated in the approved Landscape Plan shall be provided along the eastern, western and northern boundaries to reduce the impact of the development on the adjoining owners. All costs associated with the removal and replacement of any fence shall be borne by the person with the benefit of the consent and not the relevant neighbouring property owners.

14 days written notice shall be given to the relevant neighbouring property owner of the intention to erect the boundary fencing.

All new or replacement boundary fencing shall be completed prior to the issue of any occupation certificate.

Note: Where finished ground level is higher than the existing, the height of the fencing should be measured from the finished ground level.

52. Vegetation Management Plan and Implementation

Written approval from Council's Development Planner Flora and Fauna shall be submitted to the Certifying Authority demonstrating that VMP outcomes, including the VMP works schedule and nest box requirements have been met, prior to the issue of the Final Occupation Certificate.

53. Provision of Easement

The development proposes new stormwater infrastructure on Council owned land. An easement shall be created prior to the issue of any part or final Occupation Certificate. Easements will only be accepted where Council determines they do not present any significant impact on use of Council land or the public interest, and satisfy legislative requirements.

54. Screening of Ancillary Structures

Prior to the issue of the Final Occupation Certificate, all ancillary structures including the clothesline, garbage bin storage area, air conditioning, hot water system and rainwater tank (as applicable) shall be adequately screened from public view. All works shall be completed within three months of the issue of the Interim Occupation Certificate.

55. Hunter Water Requirements

The person with the benefit of this consent shall comply with Hunter Water's requirements to provide the development with water supply and sewerage services. A copy of Hunter Water's compliance certificate (Hunter Water Act 1991- Sect 50) shall be submitted with your Occupation Certificate application.

56. Works Within a Public Road Reserve

Where a road surface has been disturbed or damaged the calculated road restoration fee shall be paid to Council. Evidence shall be provided the relevant fee has been paid prior to the issue of the Final Occupation Certificate.

Operational Conditions

The person having the benefit of the consent shall comply with each of the following conditions during the operation of the development.

57. Landscape Works

All landscape works required under this consent shall undergo an establishment maintenance period of a minimum of 52 weeks to achieve the intent of the landscape design.

All landscaping shall then be permanently maintained in good condition in accordance with the approved landscape plan and the adopted *Development Control Plan 2014 Guidelines – Landscape Design Guidelines*.

58. Vegetation Management Plan and Implementation

Annual monitoring statements shall be provided to Council's Development Planner Flora and Fauna verifying compliance with the VMP. Outcomes of the VMP shall be maintained in perpetuity.

59. External Material Reflection

External cladding materials such as roofs, walls and windows shall have low-reflective properties.

60. Lighting

Any lighting shall be installed to comply with *Australian Standard AS/NZS4282-2019*.

61. Garbage Storage Areas

Adequate arrangements shall be made for the regular removal and disposal of waste materials.

Right of Appeal

If you are dissatisfied with this decision (including a determination on a review under Section 8.2), Section 8.7 and 8.10 of the Environmental Planning and Assessment Act 1979 gives you the right to appeal to the Land and Environment Court.

Please note Section 8.8 of the Environmental Planning and Assessment Act 1979, does not give a right of appeal to an objector who is dissatisfied with the determination of the Council to grant consent to a development application, unless the application is for designated development (including designated development that is integrated development).

Right of Review

Section 8.2 and 8.3 of the Environmental Planning and Assessment Act 1979 provides the applicant may request the Council to review the determination. A request to review the determination of a development application pursuant to Section 8.2 of the Environmental Planning and Assessment Act 1979 can only be undertaken where the consent authority is Council, other than:

- a) A determination to issue or refuse to issue a complying development certificate, or
- b) A determination in respect of designated development, or
- c) A determination made by the Council under Division 4 in respect of an application by the Crown.

Planning Assessment Commission

The Planning Assessment Commission has not conducted a public hearing in respect of this application.

Should you require further information, please contact the undersigned on 4921 0175 or by e-mail on lsebastian@lakemac.nsw.gov.au.

Yours faithfully



Leena Sebastian
Senior Development Planner
Development Assessment and Certification