

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	DIJONES CENTRAL COAST 206 The Entrance Road, Erina NSW 2250	phone (02) 4365 0645 fax ref Brett Hunter
co-agent	Not Applicable	phone
vendor	MILES PROPERTIES PTY LTD (ACN 091 255 766) 192 Avoca Drive, Avoca Beach NSW 2251	
vendor's solicitor	AUBREY BROWN LAWYERS Unit 3, 8 Reliance Drive, Tuggerah NSW 2259 email: nicholasc@aubreybrown.com.au ; karab@aubreybrown.com.au	phone (02) 4350 3333 fax ref Nic Coffill/ Kara Brands
date for completion	See Special Condition 33.1	
land (address, plan details and title reference)	UNIT 42, 90-96 THE ENTRANCE ROAD, ERINA NSW 2250 AND 5-7 AVOCA DRIVE, ERINA NSW 2250 Being proposed Lot 56 in an unregistered strata plan in proposed Lot 21 being part of the proposed subdivision of Lot 1 in Deposited Plan 535379, Lot 1 in Deposited Plan 625529, Lot 3 in Deposited Plan 22264 and Lot 4 in Deposited Plan 22264 Folio Identifier 1/535379, 1/625529, 3/22264 & 4/22264 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: commercial unit	
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	<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: Annexure M – Scope of Works
exclusions	
purchaser	C & J GRAVES SUPER PTY LTD ACN 613 015 259 ATF C & J GRAVES SUPER FUND 111 Hillside Road, Avoca Beach NSW 2251
purchaser's solicitor	PATRICK MCHUGH & CO. SOLICITORS PO Box 1356, Gosford NSW 2250 mark@patrickmchugh.com.au
price	\$300,000.00
deposit	\$ 30,000.00
balance	\$270,000.00
contract date	15 December 2021

EXCLUSIVE OF GST

(10% of the price, unless otherwise stated)

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

buyer's agent

SEE EXECUTION PAGE

vendor

witness

SEE EXECUTION PAGE

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

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

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:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

Amount purchaser must pay – price multiplied by the *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 checked="" type="checkbox"/> 4 plan of land to be subdivided</p> <p><input checked="" 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 checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" 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 checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</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 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 checked="" 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 type="checkbox"/> 57 disclosure statement - off the plan contract</p> <p>Other</p> <p><input checked="" type="checkbox"/> 58 Other: See list of documents and annexures attached to and forming part of this contract.</p>
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

EXECUTION PAGE

VENDOR

Executed for and on behalf of **MILES PROPERTIES PTY LTD** (ACN 091 255 766) pursuant to Section 127 of the Corporations Act 2001 (Cth):

.....
Name: Michael Peter Norman Hunter
Authority: Director

.....
Name: Brett Michael Hunter
Authority: Director/ Secretary

PURCHASER

Executed for and on behalf of **C & J GRAVES SUPER PTY LTD ACN 613 015 259** pursuant to Section 127 of the Corporations Act 2001 (Cth):

.....
Name: Christopher Robert Jackson Graves
Authority: Director

.....
Name: Joanne Jackson Graves
Authority: Director

GUARANTOR

SIGNED SEALED & DELIVERED by
CHRISTOPHER ROBERT JACKSON GRAVES
in the presence of:

(Signature)

Witness (Signature)

Witness (Print name)

SIGNED SEALED & DELIVERED by
JOANNE JACKSON GRAVES
in the presence of:

(Signature)

Witness (Signature)

Witness (Print name)

THIS PAGE COMPRISES THE EXECUTIONS REFERRED TO IN THE CONTRACT FOR SALE OF LAND

VENDOR : MILES PROPERTIES PTY LTD ACN 091 255 766
PURCHASER: C & J GRAVES SUPER PTY LTD ACN 013 015 259 ATF C & J GRAVES SUPER FUND
PROPERTY: UNIT 42, LOT 56, 90-96 THE ENTRANCE ROAD, ERINA NSW 2250

VENDOR

Executed for and on behalf of **MILES PROPERTIES PTY LTD** (ACN 091 255 766) pursuant to Section 127 of the Corporations Act 2001 (Cth):


.....
Name: Michael Peter Norman Hunter
Authority: Director


.....
Name: Brett Michael Hepburn Hunter
Authority: Director/ Secretary

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 by the 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.
- 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 *serving* it –
 - 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
 - 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
 - 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 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 *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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 *serving* 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 –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | 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; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>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.

90-96 The Entrance Road ERINA NSW 2250

THIS ANNEXURE CONTAINS ADDITIONAL CLAUSES TO THE CONTRACT FOR THE SALE AND PURCHASE OF LAND RELATING TO THE PROPERTY DESCRIBED ON THE FRONT PAGE OF THIS CONTRACT AT 90-96 THE ENTRANCE ROAD AND 5-7 AVOCA DRIVE, ERINA NSW 2250

33. Interpretation and Definitions

33.1. Definitions

In this contract these terms (in any form) mean:

Attached Requisitions means the Strata Title requisitions set out in annexure G;

Authority means any government, semi government, statutory, public or other authority having jurisdiction over the Development Site;

Building means the strata building and associated infrastructure to be constructed on proposed Lot 21 being part of the proposed subdivision of Lot 1 in Deposited Plan 535379, Lot 1 in Deposited Plan 625529, Lot 3 in Deposited Plan 22264 and Lot 4 in Deposited Plan 22264 substantially in accordance with the Development Consent, the Strata Documents and the Scope of Works;

Common Property means the common property in the Strata Plan;

Completion Date is the later of:

- a. twenty-eight (28) days after the date of this contract; or
- b. the date which is fourteen (14) days after the date the vendor serves on the purchaser notice of, and documentary evidence of, satisfaction of the condition's precedent in clause 35.1;

Council means Central Coast Council or its successors;

Development Consent means the determination of development application 60888/2021 issued by the Council as amended from time to time;

Development Site means the land contained in certificate of title folio identifiers 1/535379, 1/625529, 3/22264 and 4/22264;

FATA Act means the *Foreign Acquisitions and Takeovers Act 1975* (Cth);

Finance Sunset Date means 22 April 2022;

FIRB means Foreign Investment Review Board;

Guarantor means the person(s) who signs this contract as guarantor;

Insolvency Event means if any purchaser or Guarantor:

- a. being an individual:
 - i. is declared bankrupt; or
 - ii. enters into a scheme of arrangement with its creditors; or
- b. being a company:
 - i. resolves to go into liquidation; or
 - ii. has a petition for its winding up presented and not withdrawn within 30 days of presentation; or
 - iii. enters into any scheme of arrangement with its creditors under the relevant provisions of the *Corporations Act 2001* (Cth) or any similar legislation; or
 - iv. has a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed.

Lot or Lots means any lot or lots in the Strata Scheme;

LRS means Land Registry Services NSW or its successors;

Management Act means the *Strata Schemes Management Act 2015*;

Occupation Certificate means an occupation certificate under section 109C of the *Environmental Planning and Assessment Act 1979* issued by a certifying Authority in respect of and authorising occupation of the Building that includes the Property;

Owners Corporation means the owners' corporation for the Strata Scheme;

Personal Information has the meaning given to it in the *Privacy Act 1998* (Cth);

Plan of Subdivision means the draft plans of subdivision together with any associated s88B instrument with any changes permitted under this contract, set out in annexure H;

Property means the lot(s) as described on the front page of this contract in the Strata Plan;

Restricted Matters means:

- a. the exercise of any of the vendor's rights expressly disclosed in this Contract;
- b. the carrying out of any of the vendor's obligations;
- c. the doing of any thing or the giving effect to a requirement or the satisfaction of a condition imposed by an Authority or Council;

Scope of Works means the scope of works set out in annexure M;

Selling and Leasing Activities means selling and leasing activities in connection with the selling and leasing of Lots in the Strata Scheme and the placement and maintenance on Common Property of:

- a. signs, advertisements, boards, writing, plates, signals, illuminations, banners and insignia; and
- b. stalls or associated facilities for the use of salespersons; and
- c. any event or function held on the Common Property (but not the Property);

Service Providers includes the Council, NBN Co and Ausgrid;

Stage 1 Strata Plan means the draft strata plan for stage 1, with any changes permitted under this contract, as set out in annexure L;

Strata Development Contract means the draft strata development contract in the approved LRS form, with any changes permitted under this contract, as set out in annexure I;

Strata Documents means the Strata Development Contract, the Strata Plan and any necessary section 88B instrument with any changes permitted under this contract, as set out in annexure J;

Strata Plan means the stage 2 Strata Plan as set out in annexure J;

Strata Scheme means the strata scheme constituted on registration of the Strata Documents;

Strata Scheme By-Laws means the draft by-laws to be registered with the Strata Plan with any changes permitted under this contract, as set out in annexure K;

Sunset Date means 15 July 2023.

33.2. Interpretation

- a. In this contract unless the contrary intention appears a reference to:
 - i. the singular includes the plural and vice versa;
 - ii. any gender includes all other genders;

- iii. a person includes a corporation, partnership, joint venture, association, Authority, trust, state or government;
- iv. a person includes the person's executors, administrators, successors and substitutes (including persons taking by novation and assigns) and
- v. a body or Authority includes any replacement body, Authority or person serving the same function or acting in the same capacity as that body or Authority.
- b. The terms defined in clauses 1 to 32 are defined terms whether or not these items are in italics.

33.3. General

- a. A reference to an Act includes any by law, ordinance, regulation or rule made under that Act.
- b. If the whole or any part of a provision of this contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected.
- c. If there is a conflict between these additional provisions and the printed provisions of this contract, these additional provisions prevail.
- d. Headings are inserted for convenience of reference only and, must be ignored in the interpretation of this contract.
- e. The word "includes" in any form is not a word of limitation.
- f. Rights and obligations under this contract which can apply after completion continue to apply after completion.
- g. The vendor does not promise, represent or state that any documents attached to this contract are accurate or current, but the vendor is not aware of any inaccuracy.
- h. The vendor may at any time, at its cost, assign or novate the vendor's interest in this contract.
- i. A reference to a body or Authority means, if that body or Authority has ceased to exist, the body or Authority which then serves substantially the same objects as that body or Authority.
- j. The parties acknowledge that the provisions of this contract intended to have application after completion continue to apply despite completion.

34. Variations to the Printed Clauses of this Contract

This contract is varied by:

- a. amending clause 2.9 by adding at the end the words 'if this contract is completed, and otherwise to the party entitled to the deposit.';
- b. clause 10 is amended by inserting immediately following 10.1:
 - "10.1A For the purpose of Section 55(1) of the *Conveyancing Act 1919* (as amended), and the provisions of this Contract referring to disclosure, a disclosure shall be deemed to be made if the existence of the relevant matter is disclosed in this contract."
- c. clause 10.1.9 is amended by inserting the words "existence or" before the word "substance".
- d. adding after the word "serves", the words "at least 7 days before the Completion Date" in clause 16.6;
- e. clause 20.6.4 is amended by adding at the end the words "provide it is also served on the parties solicitor" and clause 20.6.5 is deleted;

- f. deleting clauses 23 to 29 inclusive.

35. Registration of Plans and Documents

- 35.1. Completion of this contract is conditional on the vendor:
 - a. registering the Plan of Subdivision with LRS;
 - b. registering the Strata Documents with LRS;
 - c. obtaining an Occupation Certificate for the Property.
- 35.2. The vendor must use all reasonable endeavours to satisfy the conditions in clause 35.1 by the Sunset Date.
- 35.3. If the conditions in clause 35.1 have not been complied with by the Sunset Date either party can by written notice to the other party rescind, and the provisions of printed clause 19 herein shall apply.
- 35.4. If satisfaction of the conditions (or any one of them) in clause 35.1 is delayed in whole or in part because of any cause, matter or thing beyond the control of the vendor, the vendor can serve a notice or notices extending the Sunset Date to take into account those delays, provided that the Sunset Date cannot be extended by more than twelve (12) months in total.
- 35.5. The vendor will give the purchaser notice in writing as soon as practicable after satisfaction of the conditions in clause 35.1. Completion will occur on the Completion Date.
- 35.6. The vendor discloses and the purchaser acknowledges that the Stage 1 Strata Plan may not be registered prior to Completion of this contract and Completion is not conditional upon registration of the Stage 1 Strata Plan. The purchaser cannot make any claim or requisition or rescind or delay completion or terminate because of any matter disclosed or noted in this clause 35.6.

36. Late Completion

- 36.1. If either party is unable or unwilling to complete by the Completion Date, the other party shall be entitled at any time after the Completion Date to serve a notice to complete of fourteen (14) days duration from the date of service making the time for completion essential. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.
- 36.2. If the purchaser does not complete this contract by the Completion Date and, at that date the vendor is ready, willing and able to complete and serves a notice to complete, the sum of two hundred and seventy five dollars (\$275.00) (inclusive of GST) to cover legal costs and disbursements incurred by the vendor's solicitors as a consequence of the delay and, as a genuine pre-estimate of those additional expenses, is to be allowed by the purchaser as an additional adjustment on completion and it is an essential term of this contract that such payment be so paid.
- 36.3. If for any reason whatsoever other than the default of the vendor, completion of this contract does not take place on or before the Completion Date, the purchaser shall on completion pay to the vendor an additional consideration calculated by way of interest on the balance of the purchase price (as stated on page 1 of the contract) at the rate of ten (10%) per centum per annum from the Completion Date until the date of actual completion, or termination by the vendor (whichever in fact occurs, but interest is not payable during any period that that purchaser is ready to complete and notifies the vendor accordingly). The purchaser shall not be entitled to require the vendor to complete this contract unless such interest is paid to the vendor on completion and it is an essential term of this contract that such interest be so paid. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.

37. Vendor's Disclosures

37.1. Easements and Services

The vendor discloses at the date of this contract:

- a. arrangements with Service Providers for the provision of services to the Development Site may not be concluded;
- b. the vendor may be required by Service Providers to enter into arrangements with them including but not limited to security bonds, guarantees or other arrangements;
- c. the vendor may be required to procure the Owners' Corporation to enter into arrangements with Service Providers to create easements over Common Property and Lots within the Strata Scheme.

37.2. Sales and Leasing Activities

Until the earlier of 12 months after the Completion Date and the date the vendor completes the sale of all of the Lots, the vendor and persons authorised by the vendor may conduct Selling and Leasing Activities on Common Property.

37.3. Construction and Noise

The vendor intends to develop other lots in the Development Site in stages (including the development of a petrol station) and such development may not be commenced at completion and there may be noise, dust, vibration and disturbance to the occupiers of the Property arising from future development.

37.4. Sewer Diagrams

Attached to this contract in annexure E are copies of the sewerage connections diagram and sewer mains diagram for the Development Site currently available but the location of the sewer shown on the diagrams may change by registration of the Strata Plan.

37.5. No claims

The purchaser cannot make any claim or requisition or rescind or terminate because of any matter disclosed or noted in this clause 37, provided the matter does not affect access to or from the Property.

38. Changes to the Strata Documents

38.1. Before registration, the vendor can make changes which are necessary or desirable to the Strata Documents including:

- a. the total number of Lots from those shown on the Strata Plan;
- b. the numbering of Lots from those shown on the Strata Plan;
- c. the dimensions or areas of Lots from those shown on the Strata Plan;
- d. the location of Lots from those shown on the Strata Plan;
- e. the allocation of carspaces and/or handicapped carspaces;
- f. the location of easements from those shown on the Strata Plan; and
- g. any changes required to the Strata Development Contract as required by the Development Consent or to give effect to its obligations under this contract.

38.2. The vendor will before registration determine the unit entitlements for the Lots which will be shown in the Strata Plan.

38.3. Subject to clauses 38.4 and 39.3, the purchaser cannot make a claim or requisition or rescind or terminate this contract in respect of any changes to the Strata Documents or the Strata Plan which the vendor is entitled to make.

- 38.4. If there is any change to the Strata Plan on registration which substantially and detrimentally affects the Property or results in a modification to the boundaries of the Property which reduces the area of the Property by more than 5% and the vendor:
- a. serves a notice under clause 38.5 the purchaser can rescind but only (despite clause 19.1.1) within 7 days of service of that notice and this time is essential; or
 - b. does not serve a notice under clause 38.5 the purchaser can rescind but only (despite clause 19.1.1) within 7 days of the vendor serving notice of registration of the Strata Documents and this time is essential.
- 38.5. The vendor can at any time serve upon the purchaser a notice advising of amendments to the Strata Plan which in the opinion of the vendor, substantially and detrimentally affects the Property.

39. Changes to Documents

- 39.1. The vendor can:
- a. create further easements, covenants and restrictions as to user in addition to those set out in the Plan of Subdivision or Strata Documents or in this contract;
 - b. release easements, covenants and restrictions as to user which are obsolete and/or to give effect to the Plan of Subdivision or Strata Documents;
 - c. without limiting this clause, change the location of easements as set out in the Plans of Subdivision or Strata Plan;
 - d. create further by-laws or amend the Strata Scheme By-Laws which are necessary to complete its obligations under this contract;
 - e. amend the Strata Development contract to reflect any changes required as a result of clauses 39.1(a), (b), (c) and (d);
 - f. amend the Stage 1 Strata Plan as required by the Development Consent or to give effect to the Plan of Subdivision or Strata Documents;
 - g. amend the Plan of Subdivision as required by the Development Consent or to give effect to its obligations under this contract; and
 - h. make any changes and do all things necessary to ensure the Plan of Subdivision and the Strata Documents are in registrable form subject to LRS requirements and directions.
- 39.2. Subject to clause 39.3, the purchaser cannot make a claim or requisition or rescind or terminate in respect of any change or creation in relation to the matters or items specified in clause 39.1.
- 39.3. If there is any change or creation in relation to the matters or items specified in clauses 39.1 which substantially and detrimentally affects the Property and the vendor:
- a. serves a notice under clause 39.4, the purchaser can rescind but only (despite clause 19.1.1) within 7 days of service of that notice and time is essential;
 - b. does not serve a notice under clause 39.4, the purchaser can rescind but only (despite clause 19.1.1) within 7 days of the vendor serving notice of registration of the Strata Documents and time is essential.
- 39.4. The vendor can at any time serve a notice expressed to be a notice under this clause advising of any change or creation in relation to the matters or items specified in clause 39.1 if they give or may give the purchaser a right to rescind.

40. Purchaser's Agreements

40.1. Restricted Matters

The purchaser must do all things reasonably required by the vendor to give effect to the Restricted Matters.

41. Adjustments

- 41.1. The vendor warrants and covenants that all Council rates, water rates and land taxes payable by it (if any) relating to the Property, will be paid as and when they fall due and the purchaser agrees that completion of this contract will not be deferred or delayed pending assessment or payment of such rates and taxes and the vendor shall be entitled to serve a Notice to Complete upon the purchaser notwithstanding that, at the time such notice is issued or any time thereafter, there is a charge upon the Property in respect of any rate or tax.
- 41.2. The vendor and the purchaser must adjust under printed condition 14.1 a regular periodic contribution to the administrative fund and the capital works fund of the Strata Scheme and any regular payment under a by-law of the Owners' Corporation.
- 41.3. The vendor and the purchaser must adjust under printed condition 14.1 on a unit entitlement basis, any normal expenses of the Owners' Corporation paid by the vendor which have not been reimbursed to the vendor at Completion.
- 41.4. On registration of the Strata Plan the vendor will cause the Owners' Corporation to effect all insurances required by the Management Act.
- 41.5. If at the Completion Date, separate assessments for Council rates and water and sewerage rates have not issued for the Property for the year current at completion, no regard is to be had to the actual separate assessment if and when it issues and:
 - a. the vendor must pay or procure the payment of the actual rates when separately assessed by the due date for payment; and
 - b. on the Completion Date the purchaser must adjust the deemed amount of Council rates of \$1,000.00 per annum; and
 - c. on the Completion Date the purchaser must adjust the deemed amount of water and sewerage rates of \$250.00 per quarter.
- 41.6. The purchaser and the vendor agree the amounts specified in clause 41.5 represent a fair and reasonable assessment of rates for the Property on which to adjust on the Completion Date.

42. Land Tax

- 42.1. The parties agree that the land tax is to be adjusted on the Completion Date as a deemed amount of \$500.00 per annum to be adjusted pursuant to printed condition 14.1 notwithstanding the terms of printed condition 14.4.
- 42.2. The vendor must provide a clear land tax certificate in relation to the Property on or before the Completion Date.

43. Representations, Warranties and Acknowledgments

- 43.1. The purchaser warrants that he has not become aware of the availability of the Property for sale by virtue of the activity of any person, firm or company (other than the agent, if any, herein named) which may be entitled to charge a commission in relation to the sale of the Property and hereby agrees (if the purchaser is in breach of this warranty) to indemnify and keep indemnified the vendor against all claims by any such person, firm or company relating to the sale of the Property.
- 43.2. The purchaser represents and warrants:
 - a. the purchaser was not induced to enter into this contract by and did not rely on any representations or warranties made or conduct engaged in by the vendor, the vendor's agent or persons on behalf of the vendor about the subject matter of this

contract (including without limitation, representations or warranties about the construction, nature or the fitness or suitability for any particular purpose or otherwise of the Property or the Strata Scheme or about any financial return or income to be derived from the Property) except those representations and warranties set out in this contract;

- b. the purchaser has relied entirely on its own enquiries relating to the Property;
- c. the purchaser has obtained appropriate independent advice and is satisfied about:
 - i. the purchaser's obligations and rights under this contract and the Strata Scheme By-Laws;
 - ii. the nature of the Property and the purposes for which the Property may be lawfully used; and
 - iii. the purchaser's entitlement (if any) to claim income tax deductions under the *Income Tax Assessment Act 1936* for depreciation of any plant or equipment in the Property or in connection with the cost of construction of the Building of which the Property forms part.

44. Capacity

- 44.1. Without in any manner negating limiting or restricting any rights or remedies which would have been available at law or in equity had this clause not been included in this contract, should the purchaser or Guarantor prior to completion:
 - a. being an individual die or become incapable of managing their affairs within the meaning of the *Mental Health Act 2007* (NSW) or becomes the subject of an Insolvency Event; or
 - b. being a corporation become the subject of an Insolvency Event,then the vendor may rescind this contract by notice in writing forwarded to the purchaser or its solicitor and upon rescission the provisions of clause 19 shall apply.
- 44.2. If the vendor becomes the subject of an Insolvency Event prior to completion then:
 - a. the purchaser cannot make any claim, objection, requisition or rescind or terminate this contract; and
 - b. the vendor's lender or assignee may take the place of the vendor by subrogation and the purchaser cannot make any claim, objection, requisition or rescind or terminate this contract because of such subrogation.

45. Lodgement by Purchaser of Caveat

The purchaser must not lodge a caveat or priority notice for notation on any electronic certificate of title for the Development Site before registration of the Strata Plan.

46. Requisitions

For the purpose of clause 5.1 the requisitions or general questions about the Property or the title:

- a. must be in the form of the attached requisitions in annexure G; and
- b. are taken to have been served upon the vendor on satisfaction of the conditions in clause 35.1.

47. Claims for Compensation

Notwithstanding the provisions of clause 7 of the printed conditions of this contract, any claim for compensation made by the purchaser shall be deemed to be an objection or requisition for the purposes of clause 8 of the printed conditions of this contract.

48. Scope of Works

The parties agree the vendor can, in its discretion, substitute any item listed in the Scope of Works with another item, provided that the substituted item is of the same or similar quality and value as that listed in the Scope of Works.

49. GST

- 49.1. The parties agree that the sale price specified on the front page under this contract is exclusive of GST.
- 49.2. The parties further agree that the sale price specified on the front page of this contract will be increased by an amount calculated as:
- $A \times R$
- where:
- A is the sale price;
- R is the rate of GST
- 49.3. If the vendor is liable for GST as set out in clause 49.2 above then:
- a. the vendor shall before the Completion Date do such things and supply such information as may reasonably be required by the purchaser to enable the purchaser to claim an input tax credit under the GST law; and
 - b. the amount of the increase in the sale price required by clause 49.2 shall be paid on completion.
- 49.4. This clause shall not merge on completion.
- 49.5. In this clause:
- a. **GST** means the goods and services tax as provided for by the GST law;
 - b. **GST law** means the *A New Tax System (Goods and Services Tax) Act 1999* as amended or replaced from time to time and any associated legislation including without limitation delegated legislation;
 - c. **rate of GST** means 10% or such other rate of GST as is payable by the vendor under the GST law;
 - d. any expression used that is defined in the GST law has that defined meaning.

50. Guarantee

- 50.1. In consideration of the vendor entering into this contract at the request of the Guarantor, the Guarantor:
- a. guarantees to the vendor:
 - i. payment of all moneys payable by the purchaser; and
 - ii. the performance by the purchaser of all other obligations under this contract; and
 - b. indemnifies the vendor against any liability, loss, damage, expense or claim incurred by the vendor arising directly or indirectly from any breach of this contract by the purchaser.
- 50.2. This guarantee and indemnity is a principal obligation of the Guarantor and is not collateral to any other obligation.
- 50.3. The liabilities of a Guarantor are not affected by:
- a. the granting to the purchaser or to any other person of any time, waiver, indulgence, consideration or concession or the discharge or release of the purchaser;

- b. the death, bankruptcy or liquidation of the purchaser, the Guarantor or any one of them;
- c. reason of the vendor becoming a party to or bound by any compromise, assignment of Property or scheme of arrangement or composition of debts or scheme or reconstruction by or relating to the purchaser, the Guarantor or any other person;
- d. the vendor exercising or refraining from exercising any of the rights, powers or remedies conferred on the vendor by law or by any contract or arrangement with the purchaser, the Guarantor or any other person or any guarantee, bond, covenant, mortgage or other security; or
- e. the vendor obtaining a judgement against the purchaser, the Guarantor or any other person for the payment of the moneys payable under this contract.

50.4. This guarantee and indemnity will continue notwithstanding:

- a. the vendor has exercised any of the vendor's rights under this contract including any right of termination;
- b. the purchaser is wound up; or
- c. this guarantee and indemnity is for any reason unenforceable either in whole or in part.

50.5. This guarantee and indemnity:

- a. is of a continuing nature and will remain in effect until final discharge of the guarantee or indemnity is given by the vendor to the Guarantor;
- b. may not be considered wholly or partially discharged by the payment of the whole or any part of the amount owed by the purchaser to the vendor; and
- c. extends to the entire amount that is now owed or that may become owing at any time in the future to the vendor by the purchaser pursuant to or contemplated by this contract including any interest, costs or charges payable to the vendor under this contract.

50.6. If any payment made to the vendor by or on behalf of the purchaser or the Guarantor is subsequently avoided by any statutory provision or otherwise:

- a. that payment is to be treated as not discharging the Guarantor's liability for the amount of that payment; and
- b. the vendor and the Guarantor will be restored to the position in which each would have been and will be entitled to exercise all rights which each would have had if that payment had not been made.

50.7. The vendor can proceed to recover the amount claimed as a debt or damages from the Guarantor without having instituted legal proceedings against the purchaser and without first exhausting the vendor's remedies against the purchaser.

50.8. It is an essential term of this contract that the Guarantor signs this contract.

51. Assignment and Novation

51.1. The vendor may assign or novate the vendor's interest in this contract to a successor in title to the Property. The purchaser cannot make any claim, objection, requisition or rescind or terminate this contract in connection with the assignment or novation.

51.2. The purchaser must, if requested to do so by the vendor, promptly enter into a deed with the vendor and the vendor's successor in title on terms reasonably required by the vendor to give effect to the assignment or novation referred to in clause 51.1. The purchaser acknowledges and agrees that such deed will include a release of the vendor from the vendor's obligations under this contract.

52. FIRB Approval

- 52.1. The purchaser warrants at the contract date and again at completion that the purchaser:
- a. is not a Foreign Person for the purposes of the FATA Act; and
 - b. is not required to give notice to the Treasurer under section 81(1) of the FATA Act.
- 52.2. The warranty in clause 52.1 is an essential term of this contract a breach of which entitles the vendor to terminate this contract.
- 52.3. The purchaser acknowledges that the vendor has entered into this contract in reliance on this warranty.

53. Privacy

- 53.1. The purchaser acknowledges and agrees that:
- a. the vendor has collected or may collect Personal Information for the purpose of the vendor's business including:
 - i. the construction and sale of the Lots in the Property;
 - ii. raising finance to enable construction of the Property;
 - iii. internal reporting and administration;
 - iv. reporting sales to FIRB;
 - v. direct marketing;
 - b. the Personal Information may be disclosed:
 - i. to a company related to the vendor;
 - ii. a real estate agent engaged in the sale of Lots in the Property;
 - iii. to an existing or prospective financier;
 - iv. to FIRB which may result in the Personal Information being disclosed overseas; and
 - v. the Owners Corporation or the building manager.
 - c. the purchaser has a right under the *Privacy Act 1988* (Cth), subject to certain exceptions, to obtain access to the Personal Information.
- 53.2. This clause 53 does not limit or affect any other acknowledgement or agreement that the purchaser has given or entered into, or gives or enters into in the future, in relation to the *Privacy Act 1988* (Cth).

54. Defects Warranty

- 54.1. For the purposes of this clause 54, "**Special Fault**" means a fault or defect in the Property which is:
- a. structural; or
 - b. potentially dangerous to occupants of the Property; or
 - c. makes the Property uninhabitable.
- 54.2. The purchaser must not request the vendor to make good any defect or fault (other than a Special Fault) prior to completion.
- 54.3. The vendor warrants that it shall make good in a proper and workmanlike manner at its own cost and as soon as practicable after notification any defect in workmanship or materials in the Property (other than Special Faults) which appear in the Property after completion and which are notified in writing to the vendor within twelve (12) weeks of the Completion Date.

Any such defect excludes normal maintenance, wear and tear and minor shrinkage/settlement cracks.

- 54.4. The purchaser may not make more than two requests to make good defects and faults during the period in clause 54.3.
- 54.5. If the purchaser becomes aware of a Special Fault, the purchaser must immediately notify the vendor and if the vendor is so notified prior to completion the vendor must rectify that Special Fault in a proper and workmanlike manner at its own expense prior to completion.
- 54.6. In the event of any disagreement arising in connection with this clause the matter must be referred to a single arbitrator nominated by the President for the time being of the Law Society of New South Wales whose decision shall be conclusive and binding on the parties.
- 54.7. The costs of such arbitration shall be borne by the party against whom the arbitrators decision is made or as the arbitrator otherwise determines.

55. Finance

- 55.1. Completion of this contract is conditional on the vendor obtaining construction finance to enable it to complete the Development by the Finance Sunset Date.
- 55.2. The vendor must use all reasonable endeavours to obtain finance by the Finance Sunset Date.
- 55.3. The vendor must promptly inform the purchaser if:
 - a. it has obtained finance in satisfaction of this clause 55; or
 - b. waives the condition in this clause 55.
- 55.4. Subject to the vendor having used all reasonable endeavours to obtain finance, if the vendor has not given notice as required by clause 55.3 by the Finance Sunset Date, the vendor can, within seven (7) days after the Finance Sunset Date (time being of the essence), rescind this contract in writing to the purchaser whereby clause 19 will apply.
- 55.5. This clause 55 is for the benefit of the vendor only and the condition can only be waived by the vendor.

56. Electronic Signing

- 56.1. The parties agree, that for convenience, given the location of the signatories for both the parties:
 - a. for the purposes of effecting a binding exchange of counterparts of this contract the parties will instruct the vendor's agent or their solicitors to exchange digital counterparts which contain a copy of the execution page signed by that party;
 - b. Following the procedure set out in clause 56.1.a will be treated for all purposes as being valid and binding on the parties despite any other provision of this contract or any law relating to the valid exchange of counterparts;
- 56.2. Without affecting the validity of an exchange of counterparts of this contract, following an exchange of counterparts on the basis set out in clause 56.1.a, the purchaser undertakes to the other to deliver the full original contract with a wet signature to the vendor's solicitor within 10 business days after the date of this contract.

REFERENCE SCHEDULE

List of documents and annexures attached to and forming part of the Contract

Annexure	Description
A	Title searches 1/535379, 1/625529, 3/22264 and 4/22264
B	Deposited plans 535379, 625529, 22264 and 43436
C	Dealings G188466, J53849, V398006, AR491197 and AR491198
D	Central Coast Council Planning Certificates 10.7(2) and (5)
E	Sewer diagrams
F	Drainage diagrams
G	Accepted Requisitions
H	Plans of Subdivision
I	Strata Development Contract
J	Strata Documents
K	Draft By-laws
L	Stage 1 Strata Plan
M	Scope of Works



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/535379

SEARCH DATE	TIME	EDITION NO	DATE
22/10/2021	2:29 PM	11	9/9/2018

LAND

LOT 1 IN DEPOSITED PLAN 535379
AT ERINA
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF KINCUMBER COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP535379

FIRST SCHEDULE

MILES PROPERTIES PTY LIMITED (T 6671244)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 J53849 COVENANT AFFECTING PART
- 3 J53849 RIGHT OF CARRIAGEWAY AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN AS RIGHT OF WAY 29'11 1/2" WIDE IN DP535379
- 4 V398006 PART OF THE LAND ABOVE DESCRIBED IS PUBLIC ROAD BEING LOT 1 IN DP43436
- 5 AB583247 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- * 6 AR428392 CAVEAT BY ERIC ALPHA OPERATOR CORPORATION 4 PTY LIMITED, BLUE OP PARTNER PTY LIMITED, ERIC ALPHA OPERATOR CORPORATION 2 PTY LIMITED, ERIC ALPHA OPERATOR CORPORATION 3 PTY LIMITED & ERIC ALPHA OPERATOR CORPORATION 1 PTY LIMITED
- * 7 AR491197 CAVEAT BY STEVENS HOLDINGS PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: PE DP1276434 PP DP1278734 PP DP1278847.

*** END OF SEARCH ***

465391-2

PRINTED ON 22/10/2021

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LAND
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Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/625529

SEARCH DATE

TIME

EDITION NO

DATE

22/10/2021

2:29 PM

4

9/9/2018

LAND

LOT 1 IN DEPOSITED PLAN 625529

AT ERINA

LOCAL GOVERNMENT AREA CENTRAL COAST

PARISH OF KINCUMBER COUNTY OF NORTHUMBERLAND

TITLE DIAGRAM DP625529

FIRST SCHEDULE

MILES PROPERTIES PTY LIMITED

(T AJ791108)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 G188466 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 3 AJ791109 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- * 4 AR491197 CAVEAT BY STEVENS HOLDINGS PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: PE DP1276434 PP DP1278734 PP DP1278847.

*** END OF SEARCH ***

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LAND
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Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 3/22264

SEARCH DATE	TIME	EDITION NO	DATE
22/10/2021	2:29 PM	2	19/1/2004

LAND

LOT 3 IN DEPOSITED PLAN 22264
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF KINCUMBER COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP22264

FIRST SCHEDULE

MILES PROPERTIES PTY LTD

(T AA340258)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- * 2 AR491198 CAVEAT BY STEVENS HOLDINGS PTY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: PE DP1276434 PP DP1278734 PP DP1278847.

*** END OF SEARCH ***

465391-2

PRINTED ON 22/10/2021

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LAND
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Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 4/22264

SEARCH DATE	TIME	EDITION NO	DATE
22/10/2021	2:29 PM	7	23/6/2021

LAND

LOT 4 IN DEPOSITED PLAN 22264
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF KINCUMBER COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP22264

FIRST SCHEDULE

MILES PROPERTIES PTY LTD

(T AC948203)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- * 2 AR491198 CAVEAT BY STEVENS HOLDINGS PTY LIMITED

NOTATIONS

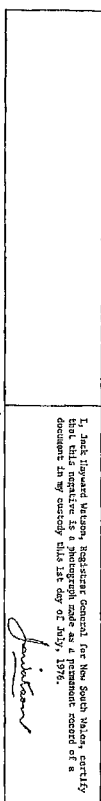
UNREGISTERED DEALINGS: PE DP1276434 PP DP1278734 PP DP1278847.

*** END OF SEARCH ***

465391-2

PRINTED ON 22/10/2021

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[illegible]

PLAN 5553-2		FEET INCHES		METERS	
1	6	0.457			
2	10	0.813			
3	3	0.254			
4	3	0.254			
5	0 1/2	1.418			
6	1 1/2	1.418			
7	1 1/2	1.418			
8	1 1/2	1.418			
9	1 1/2	1.418			
10	1 1/2	1.418			
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77	1 1/2	1.418			
78	1 1/2	1.418			

D909444 20-10-48

PLAN

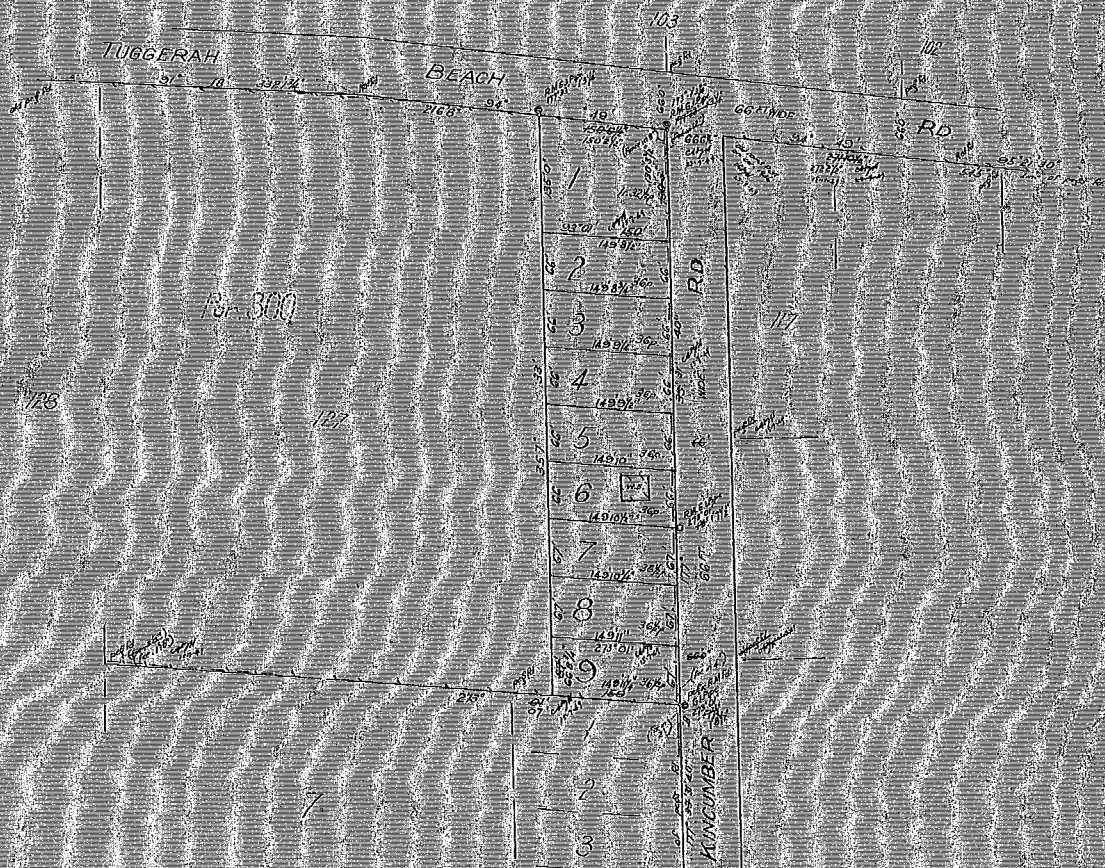
Of subdivision of part of ~~Lot 127~~ Deposited Plan 2739
Portion 300.

PARISH OF KINCUMBER COUNTY OF NORTHUMBERLAND

Scale 100 Ft to an inch

This is the plan numbered & recorded as
DEPOSITED PLAN No 22264
on the 15th day of February 1950.

REGISTERED



No. 228 of 17-8-48

Datum line of Azimuth A-B.

Subscribed and declared before me at Sydney Gosford
this 17th day of August A.D. 1948

(Signature)

Surveyor registered under the Surveyors Act, 1928

J.P.

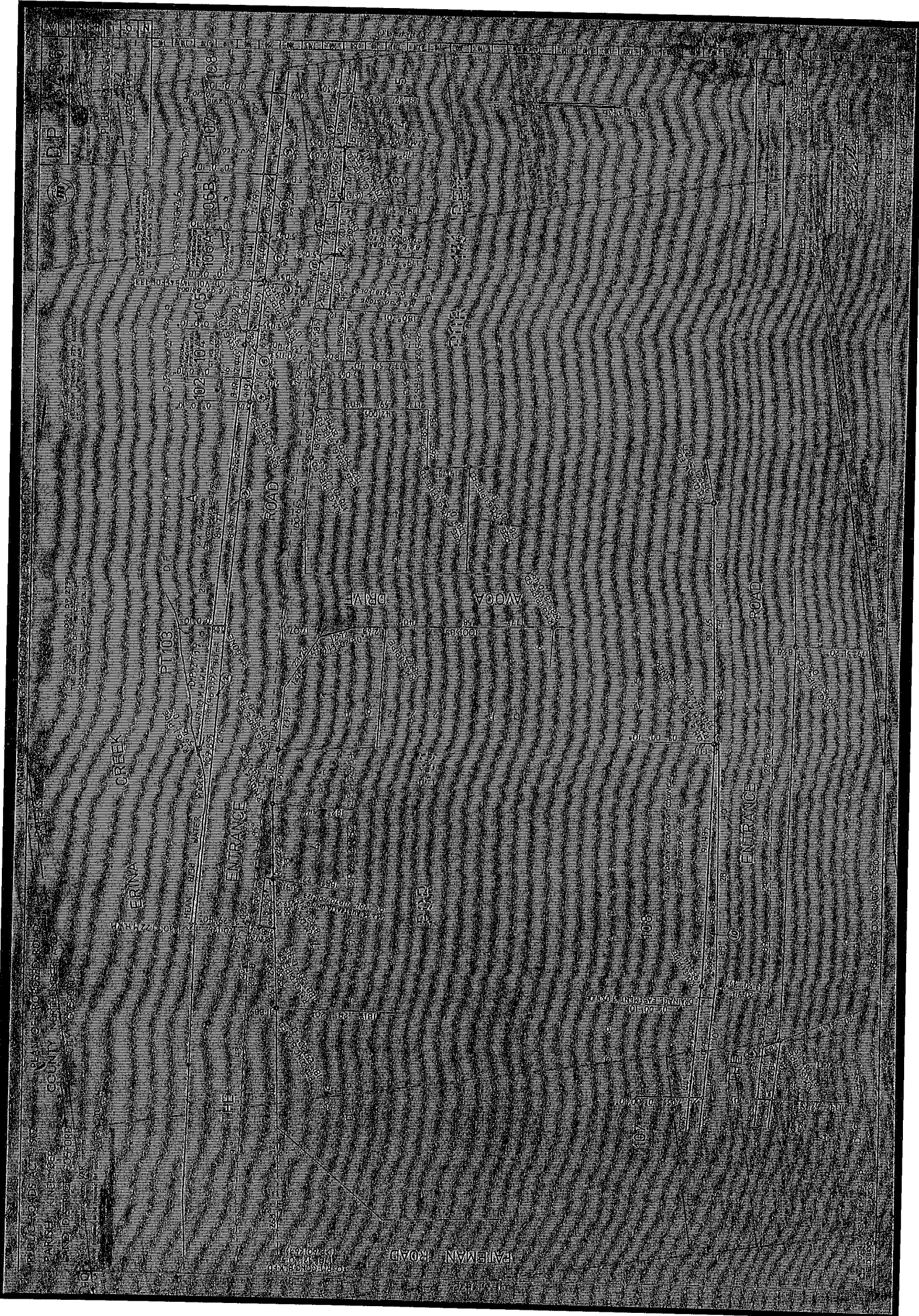
Date of Survey: 11 July 194



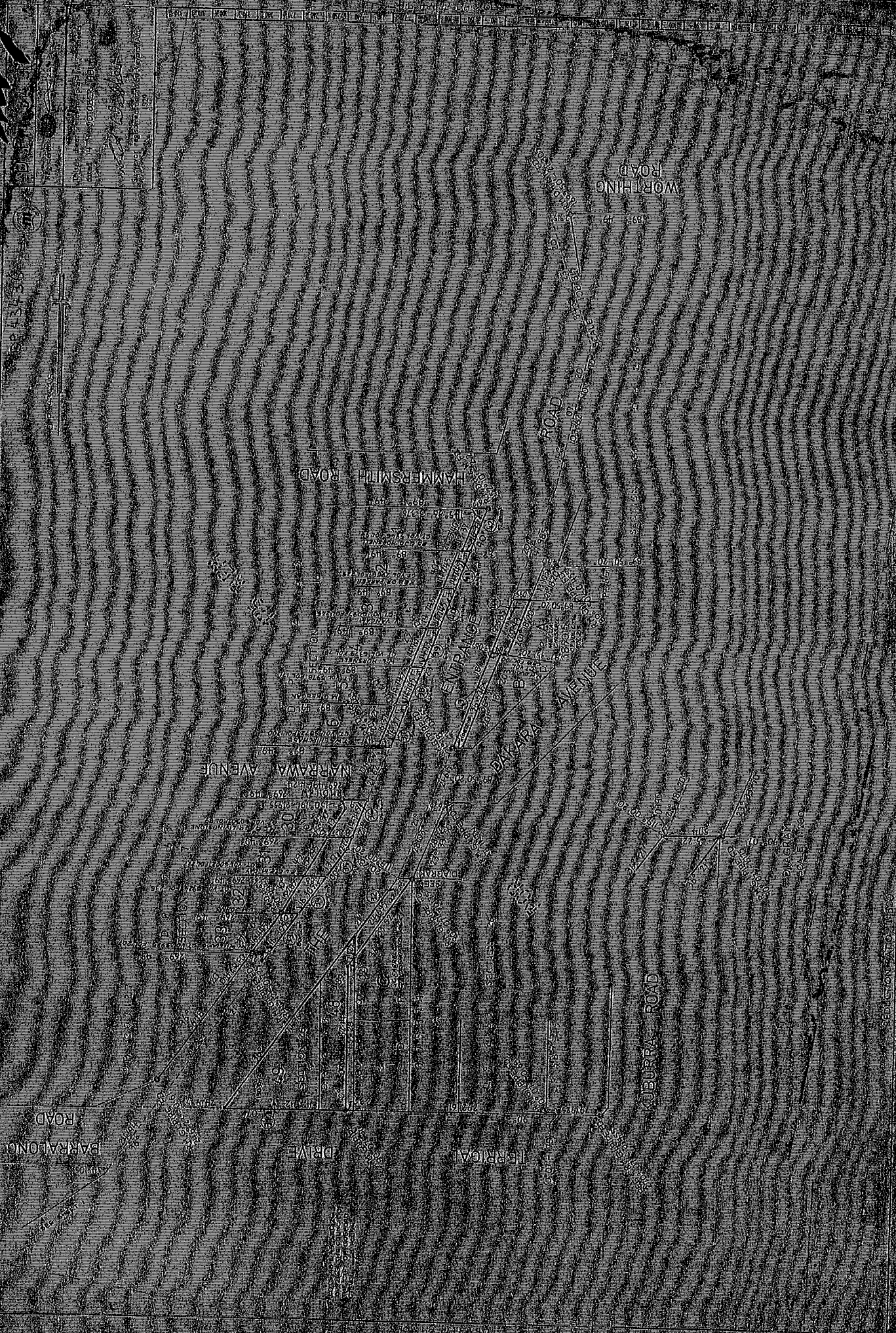
CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 22264

FEET	INCHES	METRES
1	3 1/4	0.387
1	7 1/2	0.495
1	8 1/2	0.521
1	10	0.559
2	-	0.610
4	-	1.219
54	5	16.586
66	-	20.117
66	6 1/2	20.282
66	8 3/4	20.339
67	-	20.422
130	3 1/2	39.713
135	-	41.148
149	8 1/2	45.631
149	8 3/4	45.637
149	9 1/4	45.650
149	9 1/2	45.667
149	10	45.669
149	10 1/2	45.682
149	10 3/4	45.688
149	11	45.696
149	11 1/4	45.701
150	2 1/2	45.784
216	8	66.040
272	2 1/2	82.969
332	1 3/4	101.238
AC RD	R	SQ M
-	36	210.5
-	36 1/2	223.2
-	32 1/2	1834

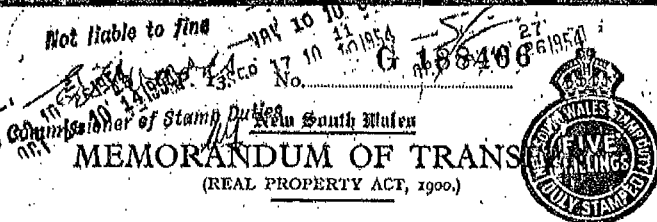


WARNING: EMBOSING OR FOLDING WILL LEAD TO REJECTION



SECTION 100 1000

SECTION 100 1000



PAY:- 6 s. d.
Lodgment 1 1/2
Endorsement 2 1/2
Certificate 2 1/2
Total 6 1/2
Plan 1 1/2

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent blue-black non-erasing ink.

a If the instrument is in fee simple, and the fee simple is the only estate in the land, the required particulars are:
b Full postal address of transferee must be shown.

c If to two or more, state whether as joint tenants or tenants in common.

d If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and, being lot sec. D.P. or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer. Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used. A very short note will suffice.

h If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

i Repeat attestation if necessary.

j If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

I, JAMES ALBERT MOBBS of near Gosford Orchardist

(herein called transferor)

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

(£400.) (the receipt whereof is hereby acknowledged) paid to me by

BERNARD FRANCIS HERRINGTON of Caroline Street, East Gosford Mechanic and JOY HERRINGTON of the same address his wife

(herein called transferees)

do hereby transfer to the said transferees as joint tenants

ALL such my Estate and Interest in ALL the land mentioned in the schedule following:-

County.	Parish.	Reference to Title (d)			Description of Land (if part only) (e)
		Whole or Part.	Vol.	Fol.	
Northumberland	Kincumber	Part	5846	134	being the land on plan annexed hereto and marked with the letter "A"

And the transferor covenants with the transferees And the Transferees for themselves and their assigns HEREBY for the benefit of the adjoining land, but only during the ownership thereof by the transferor his executors administrators and assigns other than Transferees on sale COVENANTS with the Transferor his executors administrators and assigns that no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the transferor his executors administrators or assigns, but such consent shall not be withheld if such fence is erected without expense to the transferor his executors administrators or assigns and in favour of any person dealing with the transferees or their assigns, such consent shall be deemed to have been given in respect of every such fence for the time being erected. And this restriction may be released, varied or modified by the owner or owners for the time being of such adjoining land.

ENCUMBRANCES, &c., REFERRED TO.*

Reservations of minerals

Subject to section 31 of the Closer Settlement Act 1904.

Signed at Gosford the 24 day of July 1954

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

Signed

J. A. Mobbs

Transferor.*

FILED IN N 1000 AS F.P. 389932

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

B. F. Herrington

J. Herrington

Transferee(s).

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non- revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

Municipality/Shire of GOSFORD

Certificate of New Road or Subdivision

LOCAL GOVERNMENT ACT, 1919, SEC. 327, ORDINANCE No. 32, FORM 1.

Certificate No. 1182

COUNCIL CHAMBERS, MANLY STREET, GOSFORD

20th April, 1954.

APPLICANT

(Name) MESSES, HANNISTER & HUNTER

(Surname First)

(Address) MANLY STREET, GOSFORD.

OWNER

(Name) JAMES ALBERT MOORE

(Address) VICTORIA STREET, GOSFORD.

NEW ROAD (Particulars)

SUBDIVISION (Particulars) OF PART OF LOT 127, D.P. 2739, PARISH OF

How for 500

KINGMEER, COUNTY OF NORTHAMPTON.

CERTIFICATE

I hereby certify that the requirements of the Local Government Act, 1919, (other than the requirements for the registration of plans), have been complied with by the above-named applicant in relation to the proposed Subdiv 181 on
(Insert New Road or Sub-division)
above described and more particularly set out on the accompanying plan bearing the Council Seal and marked "Plan approved by Council, Covered by Council Clerk's Certificate No. 1182 of 20/4/54."

W. B. B. B.
Township Clerk

TELEGRAPHIC ADDRESSES:-

POST SECRETARY - LANDS, BRIDGE STREET, SYDNEY
DIRECTOR, S.E. MARRIOTT, SYDNEY
DIRECTOR, S.E. MARRIOTT, SYDNEY
SURVEYOR GENERAL, SYDNEY
Telephone 2056 Extension 2308

Transfer Branch.

BRIDGE STREET, SYDNEY
12th July, 1954.

ADDRESS REPLY TO THE UNDER SECRETARY FOR LANDS,
Box 39, G.P.O.,
SYDNEY, N.S.W.

AND NOTE TRADES 54/3637. RGD/NLA

Dear Sir,

I have to inform you that consent has been given to the transfer of part (1a, 3r. Op.) of Freehold S.P. 21/3 (Vol. 5846 Pol. 134), Land District of Gosford, from JAMES ALBERT MOHBS to BERNARD FRANCIS HERRINGTON and JOY HERRINGTON

subject to the conditions and provisions of the Crown Lands Act and/or the Closer Settlement Acts.

It will be necessary for a transfer to be lodged in the proper manner in order to complete the matter and until such transfer is lodged the vendor is recognised as the holder of the land and remains liable for payment of any Crown dues and observance of any conditions attaching to the holding.

Should any change of address of the transferee occur after registration of transfer the Department should be immediately notified.

Yours faithfully,

A.R. JONES,
Under Secretary,

Messrs. A. D. Hickey & Co.,
Solicitors,
Mann Street,
GOSFORD N.S.W.

G188466

LODGED BY A.D. H. KEY & CO. Solicitors,

CONSENT OF MORTGAGEE!

(N.B. Before execution read marginal note.)

I,

mortgagee under Mortgage No. _____
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at _____ this _____ day of _____ 19 _____
Signed in my presence _____

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at _____ the _____ day of _____ 19 _____
Signed in the presence of _____

This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

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

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS!

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

1 To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER <i>Subject to Government.</i>	DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.
Checked by <i>[Signature]</i>	Particulars entered in Register Book Volume <i>3846</i> Folio <i>134</i>	1 G.T. Vol. <i>3846</i> Fol. <i>134</i> 2 <i>Idnan plan ecc</i> 3 <i>Land Consent</i> 4 5 6 7
Passed (in S.D.) <i>[Signature]</i>	the <i>12</i> day of <i>April</i> 19 <i>1911</i> Signed by <i>[Signature]</i> minutes past <i>12</i> o'clock in the _____ noon.	Received <i>2</i> Docs. Nos. <i>[Signature]</i> Receiving Clerk.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records	<i>DB</i>	<i>2/1/11</i>
Draft written ...	<i>DB</i>	<i>2/1/11</i>
Draft examined ...	<i>DB</i>	<i>2/1/11</i>
Diagram prepared ...	<i>DB</i>	<i>2/1/11</i>
Diagram examined ...	<i>DB</i>	<i>2/1/11</i>
Draft forwarded ...	<i>DB</i>	<i>2/1/11</i>
Supt. of Engravers ...	<i>DB</i>	<i>2/1/11</i>
Cancellation Clerk ...	<i>DB</i>	<i>2/1/11</i>
VOL. <i>6961</i> Fol. <i>225</i>		

X 1105 81497-W

188466 to follow
6233004/9 to follow

EXECUTION OUTSIDE NEW SOUTH WALES.

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

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

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

The fees are:—Upon lodgment (a) 1/-, if accompanied by the relevant title or evidence of production thereof, (b) 1/- 5/- otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 1/- for each additional Certificate included in the Transfer, (b) 1/- 10/- for each new Certificate of Title issued, (c) 1/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 2/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 2/- for each additional folio where the Certificate exceeds ten folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.



THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS SUITABLE

J 53849

R.P. 13A No.



FEES: —
 Lodgment
 Endorsement
 Certificate

3

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

10/10/10

10/10/10

I, WE, BERNARD FRANCIS HERRINGTON, of East Gosford, Mechanic, and
JOYCE HERRINGTON, his wife

(This must not be disclosed in the transfer.)
 Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black ink copying for the Registrar-General.

If a joint estate, strike out "in fee simple" and interline the required alteration.

(herein called transferor)
 being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of the sum of Nine hundred pounds

(£ 900, 0, 0) (the receipt whereof is hereby acknowledged) paid to us by
LESLIE ROBERT JAMES HOBBS

do hereby transfer to

LESLIE ROBERT JAMES HOBBS of Ettalong, Timber Merchant

(herein called transferee)

Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being Lot ... of P.P. ..." or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. ...".

Where the content of the Local Council is a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

ALL such our Estate and Interest in ALL THE land mentioned in the schedule following:—

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Vol.	
Northumberland	Kincumber	Part	7678	195	Lot C having an area of 1 acre 2 roods 38 perches shown on plan of subdivision deposited and numbered DP2127525
RESERVING unto the Transferors as appurtenant to Lot D shown on the said plan full and free Right of Carriage Way over that part of the lands hereby transferred having frontage of 30' and depth of 85' 11 1/2" and marked "site of proposed Right of Way of 29' 11 1/2" wide" in the said plan.					

P. New Lot 3, 1/10/10

AND the Transferee covenants with the Transferor:

AND the Transferee for himself and his Assigns and to the extent that this Covenant shall run with and bind the lands hereby transferred and all future owners and occupiers thereof HEREBY COVENANTS with the said Transferors their Executors Administrators and Assigns:

- (a) That no building or structure shall be erected on the lands the subject of the Right of Carriage Way hereinbefore reserved without the consent in writing of the said Transferees;
- (b) That no fencing boundary walls obstructions or the like shall be erected on the alignment shown as "WX" or along alignments "XY" or "WZ" within 30 ft. of the points X and W shown on the said plan hereunto annexed without the consent in writing of the said Transferees.

IT IS HEREBY AGREED AND DECLARED:-

- (a) That the benefit of the foregoing Covenant is intended to be appurtenant to Lot D in the said plan hereunto annexed;
- (b) That the land hereby transferred is intended to be subject to the burden of the said covenant.
- (c) The said Covenant or any part thereof may be released varied or modified by or with the consent of the said Transferors their Executors Administrators or Assigns or the owner or owners for the time being of the said Lot D to which the said Covenant is intended to be appurtenant.

Strike out if unnecessary, or suitably adjust,

(i) if any easements are to be created or any exceptions to be made; or

(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 58 of the Conveyancing Act, 1919-1954.

ENCUMBRANCES, &c., REFERRED TO.

Covenant contained in Transfer G188466
Subject to provision of Section 31 of the Closer Settlement Act.
Right of Way appurtenant created by Transfer G862528

A very short note will suffice.

R 1145-3

Signed at Gosford the 2nd day of May 1966
Signed in my presence by the transferors } J. Henington
WHO IS PERSONALLY KNOWN TO ME } [Signature]
[Signature] [Signature] } Transferor.
[Signature] [Signature]

Signed in my presence by the transferee }
WHO IS PERSONALLY KNOWN TO ME }
R. O' Leary, Solicitor }
1371 MIAIN }
Transferee(s)

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

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

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

Signed at _____ the _____ day of _____ 18____
Signed in the presence of— _____

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.

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

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or loan, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noted in the attestation.

No. 2013 53819

LODGED BY

R. Hammond Co
 Balmain

FEEs.

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £3 6s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.
 - (b) A supplementary charge of 10s. is made in each of the following:—
 - (i) where a restrictive covenant is imposed; or
 - (ii) a new easement is created; or
 - (iii) a partial discharge of mortgage is endorsed on the transfer.
 - (c) Where a new Certificate of Title must issue the scale charges are—
 - (i) £2 for every Certificate of Title not exceeding 18 folios and without diagram;
 - (ii) £3 10s. 0d. for every Certificate of Title not exceeding 18 folios with one simple diagram;
 - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.
- Where the engrossing exceeds 18 folios, an amount of 6s. per folium extra fee is payable.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1
 2
 3
 4
 5
 6

Received Doos.
 Nos.
 Receiving Clerk.

Handwritten signature and stamp

PARTIAL DISCHARGE OF MORTGAGE.
 (N.B.—Before execution read marginal note.)

1. THE SHELL COMPANY OF AUSTRALIA LIMITED

Mortgage under Mortgage No. G:233005

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to the rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the mortgage. The Mortgage should execute a formal discharge where the land transferred is the whole of the land in the Certificate of Title or Crown Grant or in the whole of the land in the mortgage.

Dated *20th* day of *May* 19*64*
 THE COMMON SEAL OF THE SHELL COMPANY OF AUSTRALIA LIMITED was hereunto affixed by and in the presence of the Director whose signature is set out opposite hereto and who certifies that he is the proper officer to affix such Official Seal and that the same was affixed at Melbourne in the State of Victoria on the *20th* day of *May* 19*64* and the execution hereof is countersigned by the Secretary.

Director of the Local Board.

Secretary of the Local Board.

INDEXED	MEMORANDUM OF TRANSFER <i>bearing Right of Carriage</i> <i>subject to Demand</i>
Checked by <i>[Signature]</i>	Particulars entered in Register Book. Volume <i>9632</i> Folio <i>97</i> " <i>9639</i> " <i>98</i>
Passed (in S.D.B.) by <i>[Signature]</i>	the <i>22nd</i> day of <i>May</i> 19 <i>64</i>
Signed by <i>[Signature]</i>	10 minutes past 2 o'clock in the <i>day</i> noon. <i>[Signature]</i> Registrar-General

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
Vol.		Vol.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

APNIC ADDRESS
 DEP. SYDNEY
 8056 Extension 2309
 refer Branch.



BRIDGE STREET, SYDNEY

22nd August, 1960

ADDRESS REPLY TO THE UNDER SECRETARY FOR LANDS
 62nd Bx Box 39, G.P.O.
 SYDNEY, N.S.W.

AND QUOTE Trans. 60/3662 JHFM:SK

Dear Sirs,

I have to inform you that consent has been given to part (1a, 2r, 38p.) freehold Settlement Purchase 21/3 of Land District Gosford (part Vol. 7678 Fol. 195) from BERNARD FRANCIS HERRINGTON AND JOYCE HERRINGTON - TO LESLIE ROBERT JAMES HOBBS

subject to the conditions and provisions of the Crown Lands Acquisition Act and/or the Closer Settlement Acts.

It will be necessary for a transfer to be lodged in the proper manner in order to complete the matter. Until such transfer is lodged the vendor is recognised as the holder of the land and remains liable for payment of any Crown dues and observance of any conditions attaching to the holding.

Should any change of address of the transferee occur after registration of transfer the Department should be immediately notified.

Yours faithfully,

W. J. BROADFOOT,
 Under Secretary

per:

M. A. D. Miley & Co.,
 Solicitors,
 GOSFORD.

Yours faithfully,

W. J. B.

per:

RP74

CROWN INSTRUMENT
Not liable to payment



16 OCT 1984

11 5



V398006

RESUMPTION APPLICATION

REAL PROPERTY ACT, 1900
CONVEYANCING ACT, 1919

RA	A	1	of	1	X	R3/7
\$ NO FEE						—

Authorised Officer

DESCRIPTION OF
LAND

TORRENS TITLE REFERENCE	WHOLE OR PART	PARISH	COUNTY
5946-94	PART	Kincumber	Northumberland
6818-100	do.	Kincumber	Northumberland
6776-215	do.	Kincumber	Northumberland
11070-123	do.	Kincumber	Northumberland
6470-155	do.	Kincumber	Northumberland
6470-154	do.	Kincumber	Northumberland
4538-163	do.	Kincumber	Northumberland
1797-82	do.	Kincumber	Northumberland
14754-133	do.	Kincumber	Northumberland
6490-194	do.	Kincumber	Northumberland
6453-161	do.	Kincumber	Northumberland
2910-10	do.	Kincumber	Northumberland
3920-211	do.	Kincumber	Northumberland
4278-52	do.	Kincumber	Northumberland
4278-53	do.	Kincumber	Northumberland
5664-109	do.	Kincumber	Northumberland

The Minister for Lands, on behalf of Her Most Gracious Majesty Queen Elizabeth the Second, in consequence of the resumption notified in Government Gazette dated 17th August, 1984 folios 4220-21, a true copy whereof is printed overleaf, hereby applies to the Registrar General to make all such recordings in the Register as may be necessary to give effect to the resumption so far as it relates to the land above described.

DATE

15th October, 1984

OFFICE USE ONLY

ON

EXECUTION

I hereby certify this application to be correct for the purposes of the Real Property Act, 1900.
Signed in my presence by the authorised officer of the applicant.

John Maskiewicz
Signature of Witness

JOHN MASKIEWICZ

Name of Witness (BLOCK LETTERS)

32 Eureka Crescent, Sadleir, 2168, Clerk

Address and occupation of Witness

Kevin Roy Tate
Signature of authorised officer

LODGING PARTY

LODGED BY		KEVIN ROY TATE, Executive Assistant (M), Administration Branch, Crown Lands Office 23-33 Bridge Street, SYDNEY		CT		OTHER		LOCATION OF DOCUMENTS	
Delivery Box Number 8G		Tel. 20579 Extn. 317						Herewith.	
								In R.G.O. with	
								Produced by	
Checked	Passed	REGISTERED, 18. 2. 1985		Secondary Directions					
Signed	Extra Fee			Delivery Directions					



Registrar General

OFFICE USE
ONLY

88

6776-215 5664-109 or 30/10

(7460) Sydney, 17th August, 1984.
NOTIFICATION UNDER THE PUBLIC ROADS ACT, 1902, OF RESUMPTIONS AND WITHDRAWALS OF LANDS FOR ROADS, RESUMPTIONS AND WITHDRAWALS OF SEVERED LANDS, OF DECLARATION OF ROADS TO BE PUBLIC ROADS AND OF CLOSING OF ROADS

IN pursuance of the provisions of the Public Roads Act, 1902, the lands hereunder described, are resumed or withdrawn for road: such roads and the additional roads particularized hereunder are hereby declared to be public roads and dedicated to the public accordingly (except where otherwise stated); the lands hereunder described are resumed or withdrawn as severed lands; and the roads specified are hereby closed.

JANICE CROSIO, Minister for Natural Resources.

Descriptions

*Parish Kincumber, County Northumberland,
Land District and City Gosford*

Widening of The Entrance Road, Erina, within portion 175 REM, portion 176 REM and portion 300—D.P. 43435 and D.P. 43436. (Council's reference: 6865.10.) MD82 H 19.

Lands resumed for road: Lots 1 to 44, D.P. 43435 and lots 1 to 14, D.P. 43436.

Titles affected and areas resumed: C.T. 7137-81 (72.04 square metres); C.T. 11222-224 (83.4 square metres); C.T. 11622-230 (12 square metres); C.T. 11622-229 (109.8 square metres); C.T. 15175-41 (53.4 square metres); C.T. 1254-102 (96.41 square metres); C.T. 12266-131 (223.6 square metres); C.T. 11433-156 (133.6 square metres); C.T. 11433-155 (109.4 square metres); C.T. 6168-246 (155.6 square metres); C.T. 14430-78 (46.15 square metres); C.T. 14190-232 (65.01 square metres); C.T. 7009-46 (75.5 square metres); C.T. 5502-187 (76.65 square metres); C.T. 5502-186 (76.65 square metres); C.T. 3483-130 (53.3 square metres); C.T. 11768-141 (204.5 square metres); C.T. 1668-112 (122.7 square metres); C.T. 1739-85 (153.3 square metres); C.T. 1164-113 (153.3 square metres); C.T. 7270-207 (76.65 square metres); C.T. 10920-105 (229.95 square metres); C.T. 6103-83 (99.64 square metres); C.T. 13413-37 (84.5 square metres); C.T. 6103-82 (114.9 square metres); C.T. 5393-101 (768.2 square metres); C.T. 2425-153 (68.25 square metres); C.T. 2425-126 (85.04 square metres); C.T. 7440-128 (101.2 square metres); C.T. 11668-94 (130.3 square metres); C.T. 5405-186 (122.5 square metres); C.T. 5925-207 (80.52 square metres); C.T. 5924-235 (90.97 square metres); C.T. 6002-227 (113.9 square metres); C.T. 6030-89 (105.4 square metres); C.T. 5872-200 (71.54 square metres); C.T. 5978-171 (64.44 square metres); C.T. 6375-75 (64.37 square metres); C.T. 6097-245 (64.44 square metres); C.T. 1986-225 (64.44 square metres); C.T. 5946-94 (52.88 square metres); C.T. 6818-106 (108.2 square metres); C.T. 6776-215 (113.4 square metres); C.T. 11070-123 (80.35 square metres); C.T. 6470-155 (313 square metres); C.T. 6470-154 (426.2 square metres); C.T. 4538-163 (46.21 square metres); C.T. 1797-82 (92.06 square metres); C.T. 14754-133 (92.06 square metres); C.T. 6490-194 (92.74 square metres); C.T. 6453-161 (109.6 square metres); C.T. 2910-10 (153.3 square metres); C.T. 3920-211 (488.8 square metres); C.T. 4278-52 (101.1 square metres); C.T. 4278-53 (101.1 square metres); C.T. 5664-109 (228.1 square metres).

~~County Council, Administrative District Bourke,
Shire Brewarrina~~

~~Opening of Bourke Congolgon Road through portions~~

HL 85/31, HL 85/34, HL 90/57, WL 4342 (Designed), HL 85/33, HL 85/35, WL 2062 and WL 2063—WDR 164 catalogued in the Western Lands Commission, Sydney. (Council reference: SC:MB R3/4; D.M.R. reference: 75/M. 1235.) WLC.84/193.

Lands resumed for road: Strips of land 30.175 wide either side of centreline depicted on plan WDR 164.

Titles affected and areas resumed: Western Lands Lease No. 5960 (27 hectares); Western Lands Lease No. 5959 (27 hectares); Western Lands Lease No. 4869 (26 hectares); Western Lands Lease No. 4867 (10 hectares); Western Lands Lease No. 4866 (12 hectares); Western Lands Lease No. 806 (27 hectares); Western Lands Lease No. 4236 (47 hectares); Western Lands Lease No. 4239 (18 hectares).

Additional roads dedicated: Affected parts of reserved roads 100.58 wide, 201.1 wide and 60.35 wide within portion HL 90/57, portion HL 85/33 and portions WL 2063, HL 87/13 and WL 2951 respectively; and roads 60.35 wide separating portion HL 87/10 from portion WL 4321 and south of portions WL 2862 and WL 2863.

Adjustment to Crown holdings: Western Lands Lease No. 5960 (Account No. 100058); area resumed, 27 hectares; new area, 2583 hectares; annual rent reduced from \$101.53 to \$100.48 for period ending 17th May 1990; amended description portions HL 85/31 and HL 92/10 exclusive of WDR 164. Western Lands Lease No. 5959 (Account No. 100057); area resumed, 27 hectares; new area, 2122 hectares; annual rent reduced from \$93.91 to \$92.73 for period ending 14th March, 1990; amended description part portion HL 85/34 exclusive of WDR 164.

Western Lands Lease No. 4869 (Account No. 99368); area resumed, 26 hectares; new area, 1861 hectares; annual rent reduced from \$56.61 to \$55.83 for period ending 12th May, 1985; amended description part portion HL 90/57 exclusive of WDR 164.

Western Lands Lease No. 4867 (Account No. 99366); area resumed, 10 hectares; new area, 517.3 hectares; annual rent reduced from \$15.82 to \$15.52 for period ending 12th May, 1985; amended description portion WL 4342 (designed) exclusive of WDR 164.

Western Lands Lease No. 4866 (Account No. 99365); area resumed, 12 hectares; new area, 3605 hectares; annual rent reduced from \$140.70 to \$140.23 for period ending 27th February, 1989; amended description part portion HL 85/23 exclusive of WDR 164.

Western Lands Lease No. 806 (Account No. 96842); area resumed, 27 hectares; new area, 4080 hectares; annual rent reduced from \$159.76 to \$158.71 for period ending 28th February, 1989; amended description portion HL 85/35 exclusive of WDR 158 and WDR 164.

Western Lands Lease No. 4236 (Account No. 98913) area resumed, 47 hectares; new area, 2714 hectares; annual rent reduced from \$130.87 to \$128.64 for period ending 2nd August, 1984; amended description portion WL 2062 exclusive of WDR 164.

Western Lands Lease No. 4239 (Account No. 98916); area resumed, 18 hectares; new area, 2074 hectares; annual rent reduced from \$121.96 to \$120.91 for period ending 2nd August, 1984; amended description portion WL 2063 exclusive of WDR 164.

FIRST SCHEDULE DIRECTIONS

(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME
		<div data-bbox="1278 331 1351 358" style="position: absolute; right: 10px; top: 450px; font-size: 48px; font-weight: bold;">B</div> <div data-bbox="643 465 1027 477" style="position: absolute; bottom: 10px; text-align: center;">SECOND SCHEDULE & OTHER DIRECTIONS</div>

SECOND SCHEDULE & OTHER DIRECTIONS

(D) FOLIO IDENTIFIER	(E) DIRECTION	(F) NOTFN TYPE	(G) DEALING NUMBER	(H) DETAILS

System Document Identification

Form Number:08X-e
Template Number:x_nsw11
ELN Document ID:710969349

Land Registry Document Identification

CAVEAT
New South Wales
Section 74F Real Property Act 1900

AR491197

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

WARNING: Care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

LODGED BY:

Responsible Subscriber: AUBREY BROWN LAWYERS ABN 88131120039
Address: UNIT 3, 8 Reliance DR
Tuggerah 2259
Email: deborahr@aubreybrown.com.au
ELNO Subscriber Number: 2591
Customer Account Number: 500565J
Document Collection Box: 1W
Client Reference: KRB:431943-96Ca

LAND TITLE REFERENCE

1/625529
1/535379

CAVEATOR

STEVENS HOLDINGS PTY LTD ACN 002386450
Registered company
SE 6
257 - 259 Central Coast HWY
Erina NSW 2250

NAME AND ADDRESS FOR SERVICE OF NOTICES ON THE CAVEATOR

Street Address
AUBREY BROWN LAWYERS
UNIT 3
8 Reliance DR
Tuggerah NSW 2259

REGISTERED PROPRIETOR AFFECTED BY THIS CAVEAT

MILES PROPERTIES PTY LIMITED
96 THE ENTRANCE RD
ERINA NSW 2250

Based on the claim to an Estate or Interest in Land in the land specified, the Caveator prohibits the Registrar General from taking the actions specified in this Caveat.

ACTION PROHIBITED BY THIS CAVEAT

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the Caveator.
2. The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the Caveator.
4. The granting of any possessory application with respect to the land in the Torrens Title referred to above.
7. The recording in the Register of a Writ affecting the estate or interest claimed by the Caveator.

ESTATE OR INTEREST CLAIMED

Estate In Fee Simple
By virtue of: Agreement

Between STEVENS HOLDINGS PTY LTD
And MILES PROPERTIES PTY LIMITED

Details Supporting The Claim: Development Management and Profit Share Agreement dated 20 May 2020

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has a good and valid claim to the estate or interest claimed as specified in this Caveat.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the leave of the Supreme Court.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the written consent of the Registered Proprietor Of Estate or possessory applicant (as applicable) for the purposes of section 74O Real Property Act 1900.

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has provided the correct address of the Registered Proprietor as specified in this Caveat.

SIGNING

Signing Party Role: Receiving

I certify that:

1. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to verify the identity of the caveator or his, her or its administrator or attorney.

Party Represented by Subscriber:

STEVENS HOLDINGS PTY LTD

Signed By: Nicholas Coffill

Signer Capacity: Practitioner Certifier

ELNO Signer Number: 4202657

Digital Signing Certificate Number:

**Signed for
Subscriber:**

AUBREY BROWN LAWYERS PTY LTD ABN 88131120039

AUBREY BROWN LAWYERS

Subscriber Capacity: Representative Subscriber

ELNO Subscriber Number: 2591

Customer Account Number: 500565

Date: 05/10/2021

System Document Identification

Form Number:08X-e
Template Number:x_nsw11
ELN Document ID:711469219

CAVEAT

**New South Wales
Section 74F Real Property Act 1900**

Land Registry Document Identification

AR491198

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LODGED BY:

Responsible Subscriber: AUBREY BROWN LAWYERS ABN 88131120039
Address: UNIT 3, 8 Reliance DR
Tuggerah 2259
Email: deborahr@aubreybrown.com.au
ELNO Subscriber Number: 2591
Customer Account Number: 500565J
Document Collection Box: 1W
Client Reference: KRB:431943-96

LAND TITLE REFERENCE

3/22264
4/22264

CAVEATOR

STEVENS HOLDINGS PTY LIMITED ACN 002386450
Registered company
SE 6, FL 6
257 Central Coast HWY
ERINA NSW 2250

NAME AND ADDRESS FOR SERVICE OF NOTICES ON THE CAVEATOR

Street Address
AUBREY BROWN LAWYERS
UNIT 3
8 Reliance DR
Tuggerah NSW 2259

REGISTERED PROPRIETOR AFFECTED BY THIS CAVEAT

MILES PROPERTIES PTY LTD
5 AVOCA DR
ERINA NSW 2250

Based on the claim to an Estate or Interest in Land in the land specified, the Caveator prohibits the Registrar General from taking the actions specified in this Caveat.

ACTION PROHIBITED BY THIS CAVEAT

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the Caveator.
2. The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the Caveator.
4. The granting of any possessory application with respect to the land in the Torrens Title referred to above.
7. The recording in the Register of a Writ affecting the estate or interest claimed by the Caveator.

ESTATE OR INTEREST CLAIMED

Estate In Fee Simple
By virtue of: Agreement

Between STEVENS HOLDINGS PTY LIMITED
And MILES PROPERTIES PTY LTD

Details Supporting The Claim: Development Management and Profit Share Agreement dated 20 May 2020

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has a good and valid claim to the estate or interest claimed as specified in this Caveat.

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SIGNING

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I certify that:

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3. The Certifier has taken reasonable steps to verify the identity of the caveator or his, her or its administrator or attorney.

Party Represented by Subscriber:

STEVENS HOLDINGS PTY LIMITED

Signed By: Nicholas Coffill

Signer Capacity: Practitioner Certifier

ELNO Signer Number: 4202657

Digital Signing Certificate Number:

**Signed for
Subscriber:**

AUBREY BROWN LAWYERS PTY LTD ABN 88131120039

AUBREY BROWN LAWYERS

Subscriber Capacity: Representative Subscriber

ELNO Subscriber Number: 2591

Customer Account Number: 500565

Date: 05/10/2021



InfoTrack Pty Ltd
ecertificates@infotrack.com.au

PLANNING CERTIFICATE

This Planning Certificate is issued in accordance with Section 10.7 of the *Environmental Planning and Assessment Act, 1979*

Certificate No: 172609
Certificate Date: 20 May 2021
Address: 90 The Entrance Road ERINA
Lot Description: LOT: 1 DP: 535379

Parish: Kincumber
County: Northumberland
Assessment No: 512378

Receipt No:

Parcel No: 40168

Applicants Reference: 431943-32-#82086924#

Applicants Email:



Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259
Gosford Office: 49 Mann St / PO Box 21 Gosford NSW 2250

P 1300 463 954 | E ask@centralcoast.nsw.gov.au | W centralcoast.nsw.gov.au | ABN 73 149 644 003

Part 2 - Environmental Planning and Assessment Regulation 2000

1 NAMES OF RELEVANT PLANNING INSTRUMENTS and DCPS

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

Gosford Local Environmental Plan 2014

Specific Site State Environmental Planning Policies

State Environmental Planning Policy (Coastal Management) 2018 (whole of lot).

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

General Site State Environmental Planning Policies

ZONE IN1 GENERAL INDUSTRIAL UNDER GOSFORD LOCAL ENVIRONMENTAL PLAN 2014

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (Affordable Rental Housing) 2009

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

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

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

State Environmental Planning Policy (Major Development) 2005

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

State Environmental Planning Policy No. 65 - Design Quality of Residential Flat Development

State Environmental Planning Policy No. 64 - Advertising and Signage

State Environmental Planning Policy No. 55 - Remediation of Land

State Environmental Planning Policy No. 50 - Canal Estate Development

State Environmental Planning Policy No. 36 - Manufactured Home Estates

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

State Environmental Planning Policy No. 21 - Caravan Parks

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

Sydney Regional Environmental Plan No. 9 - Extractive Industry (No 2-1995)

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

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

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

State Environmental Planning Policy (Koala Habitat Protection) 2020.

- (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 Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Draft Central Coast Local Environmental Plan will replace Gosford Local Environmental Plan 2014, Interim Development Order No. 122 - Gosford, Gosford Planning Scheme Ordinance and Wyong Local Environmental Plan 2013.

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

Draft State Environmental Planning Policy (Environment) 2017.

Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019

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

Gosford Development Control Plan 2013

2 ZONING AND LAND USE UNDER RELEVANT LOCAL ENVIRONMENTAL PLANS

(a) to (d) is the zoning of the land and the land use table for each of the zones listed, including existing and proposed Local Environmental Plans in landuse tables.

Zone IN1 General Industrial under Gosford Local Environmental Plan 2014

PERMITTED WITHOUT CONSENT

Recreation areas

PERMITTED WITH CONSENT

Depots; Freight transport facilities; Garden centres; General industries; Hardware and building supplies; Industrial training facilities; Landscaping material supplies; Light industries; Neighbourhood shops; Oyster aquaculture; Places of public worship; Restaurants or cafes; Roads; Rural supplies; Tank-based aquaculture; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

PROHIBITED

Amusement centres; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Eco-tourist facilities; Entertainment facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Flood mitigation works; Forestry; Health services facilities; Heavy industrial storage establishments; Highway service centres; Home-based child care; Home businesses; Home occupations; Home occupations (sex services); Information and education facilities; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Pond-based aquaculture; Public administration buildings; Recreation facilities (major); Research

stations; Residential accommodation; Restricted premises; Tourist and visitor accommodation; Water recreation structures; Water supply systems

Proposed Zone IN1 General Industrial under Draft Central Coast Local Environmental Plan.

Please refer to attached Draft Land Use Table - IN1 General Industrial.

- (e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land, if so, the minimum land dimensions so fixed,

No.

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

- (f) whether the land includes or comprises critical habitat,

None

- (g) whether the land is in a conservation area (however described),

No.

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

No.

2A ZONING AND LAND USE UNDER SEPP (SYDNEY REGIONAL GROWTH CENTRES) 2006

Not applicable

3 COMPLYING DEVELOPMENT

General Housing Code

Complying development under the General Housing Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

Complying development under the General Housing Code may not be carried out on the land. The land is affected by specific land exemptions: The land is identified on an Acid Soils

Map as being Class 1 or 2. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

Rural Housing Code

Complying development under the Rural Housing Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

Complying development under the Rural Housing Code may not be carried out on the land. The land is affected by specific land exemptions: The land is identified on an Acid Soils Map as being Class 1 or 2. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

Housing Alterations Code

Complying development under the Housing Alterations Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

General Development Code

Complying development under the General Development Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

Subdivision Code

Complying development under the Subdivisions Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

Demolition Code

Complying development under the Demolition Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

Commercial and Industrial (New Buildings and Additions) Code

Complying development under the Commercial and Industrial (New Buildings and Additions) Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

Complying development under the Commercial and Industrial (New Buildings and Additions) Code may not be carried out on the land. The land is affected by specific land exemptions: The land is identified on an Acid Soils Map as being Class 1 or 2. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial Alterations Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

Fire Safety Code

Complying development under the Fire Safety Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

Low Rise Housing Diversity Code

Complying development under the Low Rise Housing Diversity Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraints on the land.

Complying development under the Low Rise Housing Diversity Code may not be carried out on the land. The land is identified as on Acid Soils Map as being Class 1 or 2. Please contact your Private Accredited Certifier to ascertain the extent of the constraints on the land.

Greenfield Housing Code

The Greenfield Housing Code is not applicable to this land.

4 (Repealed)

4A (Repealed)

4B Annual Charges for coastal protection services under *Local Government Act 1993*

None

5 MINE SUBSIDENCE

The land is not within a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

6 ROAD WIDENING AND ROAD RE-ALIGNMENT

Whether or not the land is affected by any road widening or road alignment.

The property is adjacent to a State Road under the control of Transport for NSW (TfNSW) and may be affected by an existing road widening scheme.

Enquiries regarding this matter should be directed to the Property Officer at TfNSW Hunter Regional Office on (02) 9549 9658 or (02) 4908 7509.

**7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS
(No, unless a message is listed below)**

Chapter 6.4 of Gosford Development Control Plan (Geotechnical Requirements) applies to the land and the land may be subject to slip. When considering a development application, each circumstance will be considered and development may be restricted.

The subject property has been identified as being Class 2 - (Works below the ground surface; Works by which the watertable is likely to be lowered) on the Acid Sulfate Soil Planning Maps held by Council.

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

Is development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling house or residential flat buildings (excluding group homes or seniors housing) subject to flood related development controls.

Yes.

Is development on the land or part of the land for any other purpose subject to flood related development controls.

Yes.

8 LAND RESERVED FOR ACQUISITION

No.

9 CONTRIBUTION PLANS

Central Coast Regional Section 7.12 Development Contributions Plan 2019.

9A BIODIVERSITY CERTIFIED LAND

Is the land biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*?

No.

10 BIODIVERSITY STEWARDSHIP SITES

Is the land a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

No.

10A NATIVE VEGETATION CLEARING SET ASIDES

If the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

None.

11 BUSHFIRE PRONE LAND

All or part of the land is shown as Bushfire Prone on Council's records. Details of the Bushfire Category can be obtained from Mapping, Environmental Constraints, available on Council's website. Further information related to building on bushfire prone land can be obtained from the Fact Sheet on Council's website and the Rural Fire Service Website <http://www.rfs.nsw.gov.au/plan-and-prepare/building-in-a-bush-fire-area>.

12 PROPERTY VEGETATION PLANS

Has Council been notified by the person or body that approved the plan that the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* applies?

No.

13 ORDERS UNDER TREES (DISPUTE BETWEEN NEIGHBOURS) ACT 2006

Has Council been notified that an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land?

No.

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.

No.

15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

15(a) IS COUNCIL AWARE OF A CURRENT SITE COMPATIBILITY CERTIFICATE (SENIORS HOUSING) IN RESPECT OF PROPOSED DEVELOPMENT ON THE LAND?

If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies.

No.

15(b) ARE THERE ANY CONDITIONS IMPOSED BY A CONSENT AUTHORITY IN TERMS OF CLAUSE 18 (2) OF STATE ENVIRONMENTAL PLANNING POLICY (HOUSING FOR SENIORS OR PEOPLE WITH A DISABILITY) 2004 AFTER 11 OCTOBER 2007?

No.

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

No.

17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

17(1) IS COUNCIL AWARE OF A CURRENT SITE COMPATIBILITY CERTIFICATE (AFFORDABLE RENTAL HOUSING) IN RESPECT OF PROPOSED DEVELOPMENT ON THE LAND?

No.

17(2) ARE THERE ANY CONDITIONS IMPOSED BY A CONSENT AUTHORITY IN TERMS OF CL 17 (1) OR 37 (1) OF STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009?

No.

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.

None

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

Nil

19 SITE VERIFICATION CERTIFICATE

There is no current site verification certificate, of which the Council is aware in respect of the land.

20 LOOSE-FILL ASBESTOS INSULATION

NSW Fair Trading has not identified any residential dwellings erected within Central Coast Council Local Government Area as containing loose-fill asbestos ceiling insulation, as per the Loose-Fill Asbestos Insulation Register.

**21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS
(BUILDING PRODUCT SAFETY ACT 2017)**

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

No

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

No

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

No

Note

1 **CONTAMINATED LAND MANAGEMENT ACT 1997 NOTICES UNDER SECTION 59(2)**

- (a) that 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) that 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) that 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) that 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) that 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.

**The following additional information is issued under Section 10.7(5) of
the *Environmental Planning and Assessment Act, 1979***

Council has fixed a foreshore building line on all lands fronting any harbour, bay, ocean, lake, estuary, lagoon or tidal river and creek.

If this land adjoins land or roads over which there is an easement for services to drain water, to drain sewage or where services, drainage, sewerage or other utilities have been installed and easements have not been created, foundations may be required such as will ensure the stability of any improvements on the subject land against any influence from use of the easement or installations over the adjoining land or roads.

This land has been identified as containing a Swamp Mahogany Forest plant community. This community may qualify as the endangered ecological community Swamp Forest Complex as listed under Part 1 Schedule 1 of the Threatened Species Conservation Act, 1995. The presence of this community may restrict the development potential of the land. The nature and extent of any threatened species or cultural heritage constraints should be determined following an assessment of the land by a qualified and experienced ecologist/consultant.

Council has resolved to acquire part of the land. The Land Acquisition (just terms compensation) Act 1991 guarantees that, if and when the land is acquired by the Council of the City of Gosford under that Act, the amount of compensation will not be less than market value (assessed under that Act) unaffected by the proposal.

Note: This Certificate is issued without Alteration and Erasure.

LAND USE TABLE

Zone IN1 General Industrial

Draft Central Coast Local Environmental Plan

1 Objectives of zone

To provide a wide range of industrial and warehouse land uses.

To encourage employment opportunities.

To minimise any adverse effect of industry on other land uses.

To support and protect industrial land for industrial uses.

To enable other land uses that provide facilities or services to meet the day-to-day needs of workers in the area.

To ensure that retail, commercial or service land uses in industrial areas are of an ancillary nature.

2 Permitted without consent

Recreation areas.

3 Permitted with consent

Depots; Freight transport facilities; Food and drink premises; Garden centres; General industries; Hardware and building supplies; Industrial training facilities; Light industries; Kiosks; Landscape material supplies; Liquid fuel depots; Neighbourhood shops; Places of public worship; Plant nurseries; Roads; Rural supplies; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

4 Prohibited

Boat shed; Camping ground; Caravan Park; Cemetery; Charter and tourism bating facility; Commercial Premises; Correctional centres; Eco tourist facilities; Educational establishments; Entertainment facilities; Environmental facilities; Exhibition home; Exhibition village; Extractive industry; Farm building; Forestry; Heavy industrial storage establishment; Heavy industries; Hospital; Home based child care centres; Home business, Home occupation; Home occupation (sex services); Information and education facilities; Marina; Mooring pens; Moorings; Open cut mining; Public administration buildings; Residential accommodation; Tourist and visitor accommodation; Water recreation structures.



InfoTrack Pty Ltd
ecertificates@infotrack.com.au

PLANNING CERTIFICATE

This Planning Certificate is issued in accordance with Section 10.7 of the *Environmental Planning and Assessment Act, 1979*

Certificate No: 172610
Certificate Date: 20 May 2021
Address: 96 The Entrance Road ERINA
Lot Description: LOT: 1 DP: 625529

Parish: Kincumber
County: Northumberland
Assessment No: 512387

Receipt No:
Parcel No: 43606
Applicants Reference: 431943-32-#82086962#
Applicants Email:



Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259
Gosford Office: 49 Mann St / PO Box 21 Gosford NSW 2250

P 1300 463 954 | E ask@centralcoast.nsw.gov.au | W centralcoast.nsw.gov.au | ABN 73 149 644 003

Part 2 - Environmental Planning and Assessment Regulation 2000

1 NAMES OF RELEVANT PLANNING INSTRUMENTS and DCPS

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

Gosford Local Environmental Plan 2014

Specific Site State Environmental Planning Policies

State Environmental Planning Policy (Coastal Management) 2018 (whole of lot).

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

General Site State Environmental Planning Policies

ZONE IN1 GENERAL INDUSTRIAL UNDER GOSFORD LOCAL ENVIRONMENTAL PLAN 2014

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (Affordable Rental Housing) 2009

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

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

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

State Environmental Planning Policy (Major Development) 2005

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

State Environmental Planning Policy No. 65 - Design Quality of Residential Flat Development

State Environmental Planning Policy No. 64 - Advertising and Signage

State Environmental Planning Policy No. 55 - Remediation of Land

State Environmental Planning Policy No. 50 - Canal Estate Development

State Environmental Planning Policy No. 36 - Manufactured Home Estates

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

State Environmental Planning Policy No. 21 - Caravan Parks

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

Sydney Regional Environmental Plan No. 9 - Extractive Industry (No 2-1995)

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

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

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

State Environmental Planning Policy (Koala Habitat Protection) 2020.

- (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 Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Draft Central Coast Local Environmental Plan will replace Gosford Local Environmental Plan 2014, Interim Development Order No. 122 - Gosford, Gosford Planning Scheme Ordinance and Wyong Local Environmental Plan 2013.

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

Draft State Environmental Planning Policy (Environment) 2017.

Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019

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

Gosford Development Control Plan 2013

2 ZONING AND LAND USE UNDER RELEVANT LOCAL ENVIRONMENTAL PLANS

(a) to (d) is the zoning of the land and the land use table for each of the zones listed, including existing and proposed Local Environmental Plans in landuse tables.

Zone IN1 General Industrial under Gosford Local Environmental Plan 2014

PERMITTED WITHOUT CONSENT

Recreation areas

PERMITTED WITH CONSENT

Depots; Freight transport facilities; Garden centres; General industries; Hardware and building supplies; Industrial training facilities; Landscaping material supplies; Light industries; Neighbourhood shops; Oyster aquaculture; Places of public worship; Restaurants or cafes; Roads; Rural supplies; Tank-based aquaculture; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

PROHIBITED

Amusement centres; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Eco-tourist facilities; Entertainment facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Flood mitigation works; Forestry; Health services facilities; Heavy industrial storage establishments; Highway service centres; Home-based child care; Home businesses; Home occupations; Home occupations (sex services); Information and education facilities; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Pond-based aquaculture; Public administration buildings; Recreation facilities (major); Research

stations; Residential accommodation; Restricted premises; Tourist and visitor accommodation; Water recreation structures; Water supply systems

Proposed Zone IN1 General Industrial under Draft Central Coast Local Environmental Plan.

Please refer to attached Draft Land Use Table - IN1 General Industrial.

- (e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land, if so, the minimum land dimensions so fixed,

No.

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

- (f) whether the land includes or comprises critical habitat,

None

- (g) whether the land is in a conservation area (however described),

No.

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

No.

2A ZONING AND LAND USE UNDER SEPP (SYDNEY REGIONAL GROWTH CENTRES) 2006

Not applicable

3 COMPLYING DEVELOPMENT

General Housing Code

Complying development under the General Housing Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

Rural Housing Code

Complying development under the Rural Housing Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

Housing Alterations Code

Complying development under the Housing Alterations Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

General Development Code

Complying development under the General Development Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

Subdivision Code

Complying development under the Subdivisions Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

Demolition Code

Complying development under the Demolition Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

Commercial and Industrial (New Buildings and Additions) Code

Complying development under the Commercial and Industrial (New Buildings and Additions) Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial Alterations Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

Fire Safety Code

Complying development under the Fire Safety Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

Low Rise Housing Diversity Code

Complying development under the Low Rise Housing Diversity Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraints on the land.

Greenfield Housing Code

The Greenfield Housing Code is not applicable to this land.

4 (Repealed)

4A (Repealed)

4B Annual Charges for coastal protection services under *Local Government Act 1993*

None

5 MINE SUBSIDENCE

The land is not within a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

6 ROAD WIDENING AND ROAD RE-ALIGNMENT

Whether or not the land is affected by any road widening or road alignment.

The property is adjacent to a State Road under the control of Transport for NSW (TfNSW) and may be affected by an existing road widening scheme.

Enquiries regarding this matter should be directed to the Property Officer at TfNSW Hunter Regional Office on (02) 9549 9658 or (02) 4908 7509.

7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS
(No, unless a message is listed below)

Chapter 6.4 of Gosford Development Control Plan (Geotechnical Requirements) applies to the land and the land may be subject to slip. When considering a development application, each circumstance will be considered and development may be restricted.

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

Is development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling house or residential flat buildings (excluding group homes or seniors housing) subject to flood related development controls.

Yes.

Is development on the land or part of the land for any other purpose subject to flood related development controls.

Yes.

8 LAND RESERVED FOR ACQUISITION

No.

9 CONTRIBUTION PLANS

Central Coast Regional Section 7.12 Development Contributions Plan 2019.

9A BIODIVERSITY CERTIFIED LAND

Is the land biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*?

No.

10 BIODIVERSITY STEWARDSHIP SITES

Is the land a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

No.

10A NATIVE VEGETATION CLEARING SET ASIDES

If the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

None.

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All or part of the land is shown as Bushfire Prone on Council's records. Details of the Bushfire Category can be obtained from Mapping, Environmental Constraints, available on Council's website. Further information related to building on bushfire prone land can be obtained from the Fact Sheet on Council's website and the Rural Fire Service Website <http://www.rfs.nsw.gov.au/plan-and-prepare/building-in-a-bush-fire-area>.

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Has Council been notified by the person or body that approved the plan that the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* applies?

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Has Council been notified that an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land?

No.

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.

No.

15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

15(a) IS COUNCIL AWARE OF A CURRENT SITE COMPATIBILITY CERTIFICATE (SENIORS HOUSING) IN RESPECT OF PROPOSED DEVELOPMENT ON THE LAND?

If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies.

No.

15(b) ARE THERE ANY CONDITIONS IMPOSED BY A CONSENT AUTHORITY IN TERMS OF CLAUSE 18 (2) OF STATE ENVIRONMENTAL PLANNING POLICY (HOUSING FOR SENIORS OR PEOPLE WITH A DISABILITY) 2004 AFTER 11 OCTOBER 2007?

No.

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

No.

17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

17(1) IS COUNCIL AWARE OF A CURRENT SITE COMPATIBILITY CERTIFICATE (AFFORDABLE RENTAL HOUSING) IN RESPECT OF PROPOSED DEVELOPMENT ON THE LAND?

No.

17(2) ARE THERE ANY CONDITIONS IMPOSED BY A CONSENT AUTHORITY IN TERMS OF CL 17 (1) OR 37 (1) OF STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009?

No.

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.

None

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

Nil

19 SITE VERIFICATION CERTIFICATE

There is no current site verification certificate, of which the Council is aware in respect of the land.

20 LOOSE-FILL ASBESTOS INSULATION

NSW Fair Trading has not identified any residential dwellings erected within Central Coast Council Local Government Area as containing loose-fill asbestos ceiling insulation, as per the Loose-Fill Asbestos Insulation Register.

**21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS
(BUILDING PRODUCT SAFETY ACT 2017)**

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

No

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

No

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

No

Note

1 CONTAMINATED LAND MANAGEMENT ACT 1997 NOTICES UNDER SECTION 59(2)

- (a) that 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) that 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) that 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) that 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) that 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.

**The following additional information is issued under Section 10.7(5) of
the *Environmental Planning and Assessment Act, 1979***

Council has fixed a foreshore building line on all lands fronting any harbour, bay, ocean, lake, estuary, lagoon or tidal river and creek.

If this land adjoins land or roads over which there is an easement for services to drain water, to drain sewage or where services, drainage, sewerage or other utilities have been installed and easements have not been created, foundations may be required such as will ensure the stability of any improvements on the subject land against any influence from use of the easement or installations over the adjoining land or roads.

The land has the potential for contamination originating from past or present land use practices. Restrictions on development of the site may apply and the nature and/or extent of these restrictions, if any, may be determined by enquiry with Council's Environment Assessment Officer.

This property is listed on the List of NSW Contaminated Sites Notified to the EPA. The EPA is awaiting further information to progress its initial assessment of this site.

Note: This Certificate is issued without Alteration and Erasure.

LAND USE TABLE

Zone IN1 General Industrial

Draft Central Coast Local Environmental Plan

1 Objectives of zone

To provide a wide range of industrial and warehouse land uses.

To encourage employment opportunities.

To minimise any adverse effect of industry on other land uses.

To support and protect industrial land for industrial uses.

To enable other land uses that provide facilities or services to meet the day-to-day needs of workers in the area.

To ensure that retail, commercial or service land uses in industrial areas are of an ancillary nature.

2 Permitted without consent

Recreation areas.

3 Permitted with consent

Depots; Freight transport facilities; Food and drink premises; Garden centres; General industries; Hardware and building supplies; Industrial training facilities; Light industries; Kiosks; Landscape material supplies; Liquid fuel depots; Neighbourhood shops; Places of public worship; Plant nurseries; Roads; Rural supplies; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

4 Prohibited

Boat shed; Camping ground; Caravan Park; Cemetery; Charter and tourism bating facility; Commercial Premises; Correctional centres; Eco tourist facilities; Educational establishments; Entertainment facilities; Environmental facilities; Exhibition home; Exhibition village; Extractive industry; Farm building; Forestry; Heavy industrial storage establishment; Heavy industries; Hospital; Home based child care centres; Home business, Home occupation; Home occupation (sex services); Information and education facilities; Marina; Mooring pens; Moorings; Open cut mining; Public administration buildings; Residential accommodation; Tourist and visitor accommodation; Water recreation structures.



InfoTrack Pty Ltd
ecertificates@infotrack.com.au

PLANNING CERTIFICATE

This Planning Certificate is issued in accordance with Section 10.7 of the *Environmental Planning and Assessment Act, 1979*

Certificate No: 173634
Certificate Date: 13 July 2021
Address: 5 Avoca Drive ERINA
Lot Description: LOT: 3 DP: 22264

Parish: Kincumber
County: Northumberland
Assessment No: 27027

Receipt No:

Parcel No: 14142

Applicants Reference: 431943-32-#84503480#

Applicants Email:



Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259
Gosford Office: 49 Mann St / PO Box 21 Gosford NSW 2250

P 1300 463 954 | E ask@centralcoast.nsw.gov.au | W centralcoast.nsw.gov.au | ABN 73 149 644 003

Part 2 - Environmental Planning and Assessment Regulation 2000

1 NAMES OF RELEVANT PLANNING INSTRUMENTS and DCPS

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

Gosford Local Environmental Plan 2014

Specific Site State Environmental Planning Policies

State Environmental Planning Policy (Coastal Management) 2018 (whole of lot).

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

General Site State Environmental Planning Policies

ZONE IN1 GENERAL INDUSTRIAL UNDER GOSFORD LOCAL ENVIRONMENTAL PLAN 2014

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (Affordable Rental Housing) 2009

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

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

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

State Environmental Planning Policy (Major Development) 2005

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

State Environmental Planning Policy No. 65 - Design Quality of Residential Flat Development

State Environmental Planning Policy No. 64 - Advertising and Signage

State Environmental Planning Policy No. 55 - Remediation of Land

State Environmental Planning Policy No. 50 - Canal Estate Development

State Environmental Planning Policy No. 36 - Manufactured Home Estates

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

State Environmental Planning Policy No. 21 - Caravan Parks

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

Sydney Regional Environmental Plan No. 9 - Extractive Industry (No 2-1995)

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

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

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

State Environmental Planning Policy (Koala Habitat Protection) 2020.

- (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 Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Draft Central Coast Local Environmental Plan will replace Gosford Local Environmental Plan 2014, Interim Development Order No. 122 - Gosford, Gosford Planning Scheme Ordinance and Wyong Local Environmental Plan 2013.

Proposed Standard Instrument (Local Environmental Plans) Order 2006

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

Proposed State Environmental Planning Policy (Environment) 2017

Proposed State Environmental Planning Policy (Short-term Rental Accommodation) 2019

Proposed State Environmental Planning Policy (Infrastructure) 2007

Proposed State Environmental Planning Policy Design and Place

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

Proposed State Environmental Planning Policy (State and Regional Development) 2011

Proposed State Environmental Planning Policy (Housing Diversity)

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

Gosford Development Control Plan 2013

2 ZONING AND LAND USE UNDER RELEVANT LOCAL ENVIRONMENTAL PLANS

- (a) to (d) is the zoning of the land and the land use table for each of the zones listed, including existing and proposed Local Environmental Plans in landuse tables.

Zone IN1 General Industrial under Gosford Local Environmental Plan 2014

PERMITTED WITHOUT CONSENT

Recreation areas

PERMITTED WITH CONSENT

Depots; Freight transport facilities; Garden centres; General industries; Hardware and building supplies; Industrial training facilities; Landscaping material supplies; Light industries; Neighbourhood shops; Oyster aquaculture; Places of public worship;

Restaurants or cafes; Roads; Rural supplies; Tank-based aquaculture; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

PROHIBITED

Amusement centres; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Eco-tourist facilities; Entertainment facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Flood mitigation works; Forestry; Health services facilities; Heavy industrial storage establishments; Highway service centres; Home-based child care; Home businesses; Home occupations; Home occupations (sex services); Information and education facilities; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Pond-based aquaculture; Public administration buildings; Recreation facilities (major); Research stations; Residential accommodation; Restricted premises; Tourist and visitor accommodation; Water recreation structures; Water supply systems

Proposed Zone IN1 General Industrial under Draft Central Coast Local Environmental Plan.

Please refer to attached Draft Land Use Table - IN1 General Industrial.

- (e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land, if so, the minimum land dimensions so fixed,

No.

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

- (f) whether the land includes or comprises critical habitat,

None

- (g) whether the land is in a conservation area (however described),

No.

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

No.

2A ZONING AND LAND USE UNDER SEPP (SYDNEY REGIONAL GROWTH CENTRES) 2006

Not applicable

3 COMPLYING DEVELOPMENT

General Housing Code

Complying development under the General Housing Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

Rural Housing Code

Complying development under the Rural Housing Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

Housing Alterations Code

Complying development under the Housing Alterations Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

General Development Code

Complying development under the General Development Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

Subdivision Code

Complying development under the Subdivisions Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

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Complying development under the Demolition Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

Commercial and Industrial (New Buildings and Additions) Code

Complying development under the Commercial and Industrial (New Buildings and Additions) Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial Alterations Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

Fire Safety Code

Complying development under the Fire Safety Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

Low Rise Housing Diversity Code

Complying development under the Low Rise Housing Diversity Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraints on the land.

Greenfield Housing Code

The Greenfield Housing Code is not applicable to this land.

4 (Repealed)

4A (Repealed)

4B Annual Charges for coastal protection services under *Local Government Act 1993*

None

5 MINE SUBSIDENCE

The land is not within a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

6 ROAD WIDENING AND ROAD RE-ALIGNMENT

Whether or not the land is affected by any road widening or road alignment.

The property is adjacent to a State Road under the control of Transport for NSW (TfNSW) and may be affected by an existing road widening scheme.

Enquiries regarding this matter should be directed to the Property Officer at TfNSW Hunter Regional Office on (02) 9549 9658 or (02) 4908 7509.

**7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS
(No, unless a message is listed below)**

Chapter 6.4 of Gosford Development Control Plan (Geotechnical Requirements) applies to the land and the land may be subject to slip. When considering a development application, each circumstance will be considered and development may be restricted.

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

Is development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling house or residential flat buildings (excluding group homes or seniors housing) subject to flood related development controls.

No.

Is development on the land or part of the land for any other purpose subject to flood related development controls.

Yes.

8 LAND RESERVED FOR ACQUISITION

No.

9 CONTRIBUTION PLANS

Central Coast Regional Section 7.12 Development Contributions Plan 2019.

9A BIODIVERSITY CERTIFIED LAND

Is the land biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*?

No.

10 BIODIVERSITY STEWARDSHIP SITES

Is the land a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

No.

10A NATIVE VEGETATION CLEARING SET ASIDES

If the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

None.

11 BUSHFIRE PRONE LAND

The information currently available to Council indicates all of the land is shown as bush fire prone land according to the Act.

12 PROPERTY VEGETATION PLANS

Has Council been notified by the person or body that approved the plan that the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* applies?

No.

13 ORDERS UNDER TREES (DISPUTE BETWEEN NEIGHBOURS) ACT 2006

Has Council been notified that an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land?

No.

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.

No.

15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

15(a) IS COUNCIL AWARE OF A CURRENT SITE COMPATIBILITY CERTIFICATE (SENIORS HOUSING) IN RESPECT OF PROPOSED DEVELOPMENT ON THE LAND?

If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies.

No.

15(b) ARE THERE ANY CONDITIONS IMPOSED BY A CONSENT AUTHORITY IN TERMS OF CLAUSE 18 (2) OF STATE ENVIRONMENTAL PLANNING POLICY (HOUSING FOR SENIORS OR PEOPLE WITH A DISABILITY) 2004 AFTER 11 OCTOBER 2007?

No.

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

No.

17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

17(1) IS COUNCIL AWARE OF A CURRENT SITE COMPATIBILITY CERTIFICATE (AFFORDABLE RENTAL HOUSING) IN RESPECT OF PROPOSED DEVELOPMENT ON THE LAND?

No.

17(2) ARE THERE ANY CONDITIONS IMPOSED BY A CONSENT AUTHORITY IN TERMS OF CL 17 (1) OR 37 (1) OF STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009?

No.

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.

None

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

Nil

19 SITE VERIFICATION CERTIFICATE

There is no current site verification certificate, of which the Council is aware in respect of the land.

20 LOOSE-FILL ASBESTOS INSULATION

NSW Fair Trading has not identified any residential dwellings erected within Central Coast Council Local Government Area as containing loose-fill asbestos ceiling insulation, as per the Loose-Fill Asbestos Insulation Register.

21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (BUILDING PRODUCT SAFETY ACT 2017)

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

No

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

No

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

No

Note

1 **CONTAMINATED LAND MANAGEMENT ACT 1997 NOTICES UNDER SECTION 59(2)**

- (a) that 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) that 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) that 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) that 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) that 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.

**The following additional information is issued under Section 10.7(5) of
the *Environmental Planning and Assessment Act, 1979***

Council has fixed a foreshore building line on all lands fronting any harbour, bay, ocean, lake, estuary, lagoon or tidal river and creek.

If this land adjoins land or roads over which there is an easement for services to drain water, to drain sewage or where services, drainage, sewerage or other utilities have been installed and easements have not been created, foundations may be required such as will ensure the stability of any improvements on the subject land against any influence from use of the easement or installations over the adjoining land or roads.

Note: This Certificate is issued without Alteration and Erasure.

LAND USE TABLE

Zone IN1 General Industrial

Draft Central Coast Local Environmental Plan

1 Objectives of zone

To provide a wide range of industrial and warehouse land uses.

To encourage employment opportunities.

To minimise any adverse effect of industry on other land uses.

To support and protect industrial land for industrial uses.

To enable other land uses that provide facilities or services to meet the day-to-day needs of workers in the area.

To ensure that retail, commercial or service land uses in industrial areas are of an ancillary nature.

2 Permitted without consent

Recreation areas.

3 Permitted with consent

Depots; Freight transport facilities; Food and drink premises; Garden centres; General industries; Hardware and building supplies; Industrial training facilities; Light industries; Kiosks; Landscape material supplies; Liquid fuel depots; Neighbourhood shops; Places of public worship; Plant nurseries; Roads; Rural supplies; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

4 Prohibited

Boat shed; Camping ground; Caravan Park; Cemetery; Charter and tourism bating facility; Commercial Premises; Correctional centres; Eco tourist facilities; Educational establishments; Entertainment facilities; Environmental facilities; Exhibition home; Exhibition village; Extractive industry; Farm building; Forestry; Heavy industrial storage establishment; Heavy industries; Hospital; Home based child care centres; Home business, Home occupation; Home occupation (sex services); Information and education facilities; Marina; Mooring pens; Moorings; Open cut mining; Public administration buildings; Residential accommodation; Tourist and visitor accommodation; Water recreation structures.



InfoTrack Pty Ltd
ecertificates@infotrack.com.au

PLANNING CERTIFICATE

This Planning Certificate is issued in accordance with Section 10.7 of the *Environmental Planning and Assessment Act, 1979*

Certificate No:	173636
Certificate Date:	13 July 2021
Address:	7 Avoca Drive ERINA
Lot Description:	LOT: 4 DP: 22264
Parish:	Kincumber
County:	Northumberland
Assessment No:	27045
Receipt No:	
Parcel No:	14143
Applicants Reference:	431943-32-#84503642#
Applicants Email:	



Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259
Gosford Office: 49 Mann St / PO Box 21 Gosford NSW 2250
P 1300 463 954 | **E** ask@centralcoast.nsw.gov.au | **W** centralcoast.nsw.gov.au | ABN 73 149 644 003

Part 2 - Environmental Planning and Assessment Regulation 2000

1 NAMES OF RELEVANT PLANNING INSTRUMENTS and DCPS

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

Gosford Local Environmental Plan 2014

Specific Site State Environmental Planning Policies

State Environmental Planning Policy (Coastal Management) 2018 (whole of lot).

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

General Site State Environmental Planning Policies

ZONE IN1 GENERAL INDUSTRIAL UNDER GOSFORD LOCAL ENVIRONMENTAL PLAN 2014

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (Affordable Rental Housing) 2009

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

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

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

State Environmental Planning Policy (Major Development) 2005

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

State Environmental Planning Policy No. 65 - Design Quality of Residential Flat Development

State Environmental Planning Policy No. 64 - Advertising and Signage

State Environmental Planning Policy No. 55 - Remediation of Land

State Environmental Planning Policy No. 50 - Canal Estate Development

State Environmental Planning Policy No. 36 - Manufactured Home Estates

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

State Environmental Planning Policy No. 21 - Caravan Parks

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

Sydney Regional Environmental Plan No. 9 - Extractive Industry (No 2-1995)

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

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

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

State Environmental Planning Policy (Koala Habitat Protection) 2020.

- (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 Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Draft Central Coast Local Environmental Plan will replace Gosford Local Environmental Plan 2014, Interim Development Order No. 122 - Gosford, Gosford Planning Scheme Ordinance and Wyong Local Environmental Plan 2013.

Proposed Standard Instrument (Local Environmental Plans) Order 2006

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

Proposed State Environmental Planning Policy (Environment) 2017

Proposed State Environmental Planning Policy (Short-term Rental Accommodation) 2019

Proposed State Environmental Planning Policy (Infrastructure) 2007

Proposed State Environmental Planning Policy Design and Place

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

Proposed State Environmental Planning Policy (State and Regional Development) 2011

Proposed State Environmental Planning Policy (Housing Diversity)

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

Gosford Development Control Plan 2013

2 ZONING AND LAND USE UNDER RELEVANT LOCAL ENVIRONMENTAL PLANS

(a) to (d) is the zoning of the land and the land use table for each of the zones listed, including existing and proposed Local Environmental Plans in landuse tables.

Zone IN1 General Industrial under Gosford Local Environmental Plan 2014

PERMITTED WITHOUT CONSENT

Recreation areas

PERMITTED WITH CONSENT

Depots; Freight transport facilities; Garden centres; General industries; Hardware and building supplies; Industrial training facilities; Landscaping material supplies; Light industries; Neighbourhood shops; Oyster aquaculture; Places of public worship;

Restaurants or cafes; Roads; Rural supplies; Tank-based aquaculture; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

PROHIBITED

Amusement centres; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Eco-tourist facilities; Entertainment facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Flood mitigation works; Forestry; Health services facilities; Heavy industrial storage establishments; Highway service centres; Home-based child care; Home businesses; Home occupations; Home occupations (sex services); Information and education facilities; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Pond-based aquaculture; Public administration buildings; Recreation facilities (major); Research stations; Residential accommodation; Restricted premises; Tourist and visitor accommodation; Water recreation structures; Water supply systems

Proposed Zone IN1 General Industrial under Draft Central Coast Local Environmental Plan.

Please refer to attached Draft Land Use Table - IN1 General Industrial.

- (e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land, if so, the minimum land dimensions so fixed,

No.

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

- (f) whether the land includes or comprises critical habitat,

None

- (g) whether the land is in a conservation area (however described),

No.

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

No.

2A ZONING AND LAND USE UNDER SEPP (SYDNEY REGIONAL GROWTH CENTRES) 2006

Not applicable

3 COMPLYING DEVELOPMENT

General Housing Code

Complying development under the General Housing Code may not be carried out on the land except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land is affected by the requirements for complying development: The land is within an environmentally sensitive area. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

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Fire Safety Code

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Low Rise Housing Diversity Code

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Greenfield Housing Code

The Greenfield Housing Code is not applicable to this land.

4 (Repealed)

4A (Repealed)

4B Annual Charges for coastal protection services under *Local Government Act 1993*

None

5 MINE SUBSIDENCE

The land is not within a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

6 ROAD WIDENING AND ROAD RE-ALIGNMENT

Whether or not the land is affected by any road widening or road alignment.

The property is adjacent to a State Road under the control of Transport for NSW (TfNSW) and may be affected by an existing road widening scheme.

Enquiries regarding this matter should be directed to the Property Officer at TfNSW Hunter Regional Office on (02) 9549 9658 or (02) 4908 7509.

**7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS
(No, unless a message is listed below)**

Chapter 6.4 of Gosford Development Control Plan (Geotechnical Requirements) applies to the land and the land may be subject to slip. When considering a development application, each circumstance will be considered and development may be restricted.

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

Is development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling house or residential flat buildings (excluding group homes or seniors housing) subject to flood related development controls.

No.

Is development on the land or part of the land for any other purpose subject to flood related development controls.

Yes.

8 LAND RESERVED FOR ACQUISITION

No.

9 CONTRIBUTION PLANS

Central Coast Regional Section 7.12 Development Contributions Plan 2019.

9A BIODIVERSITY CERTIFIED LAND

Is the land biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*?

No.

10 BIODIVERSITY STEWARDSHIP SITES

Is the land a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

No.

10A NATIVE VEGETATION CLEARING SET ASIDES

If the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

None.

11 BUSHFIRE PRONE LAND

The information currently available to Council indicates all of the land is shown as bush fire prone land according to the Act.

12 PROPERTY VEGETATION PLANS

Has Council been notified by the person or body that approved the plan that the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* applies?

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Has Council been notified that an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land?

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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.

No.

15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

15(a) IS COUNCIL AWARE OF A CURRENT SITE COMPATIBILITY CERTIFICATE (SENIORS HOUSING) IN RESPECT OF PROPOSED DEVELOPMENT ON THE LAND?

If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies.

No.

15(b) ARE THERE ANY CONDITIONS IMPOSED BY A CONSENT AUTHORITY IN TERMS OF CLAUSE 18 (2) OF STATE ENVIRONMENTAL PLANNING POLICY (HOUSING FOR SENIORS OR PEOPLE WITH A DISABILITY) 2004 AFTER 11 OCTOBER 2007?

No.

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

No.

17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

17(1) IS COUNCIL AWARE OF A CURRENT SITE COMPATIBILITY CERTIFICATE (AFFORDABLE RENTAL HOUSING) IN RESPECT OF PROPOSED DEVELOPMENT ON THE LAND?

No.

17(2) ARE THERE ANY CONDITIONS IMPOSED BY A CONSENT AUTHORITY IN TERMS OF CL 17 (1) OR 37 (1) OF STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009?

No.

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.

None

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

Nil

19 SITE VERIFICATION CERTIFICATE

There is no current site verification certificate, of which the Council is aware in respect of the land.

20 LOOSE-FILL ASBESTOS INSULATION

NSW Fair Trading has not identified any residential dwellings erected within Central Coast Council Local Government Area as containing loose-fill asbestos ceiling insulation, as per the Loose-Fill Asbestos Insulation Register.

21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (BUILDING PRODUCT SAFETY ACT 2017)

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

No

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

No

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

No

Note

1 **CONTAMINATED LAND MANAGEMENT ACT 1997 NOTICES UNDER SECTION 59(2)**

- (a) that 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) that 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) that 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) that 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) that 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.

**The following additional information is issued under Section 10.7(5) of
the *Environmental Planning and Assessment Act, 1979***

Council has fixed a foreshore building line on all lands fronting any harbour, bay, ocean, lake, estuary, lagoon or tidal river and creek.

If this land adjoins land or roads over which there is an easement for services to drain water, to drain sewage or where services, drainage, sewerage or other utilities have been installed and easements have not been created, foundations may be required such as will ensure the stability of any improvements on the subject land against any influence from use of the easement or installations over the adjoining land or roads.

Note: This Certificate is issued without Alteration and Erasure.

LAND USE TABLE

Zone IN1 General Industrial

Draft Central Coast Local Environmental Plan

1 Objectives of zone

To provide a wide range of industrial and warehouse land uses.

To encourage employment opportunities.

To minimise any adverse effect of industry on other land uses.

To support and protect industrial land for industrial uses.

To enable other land uses that provide facilities or services to meet the day-to-day needs of workers in the area.

To ensure that retail, commercial or service land uses in industrial areas are of an ancillary nature.

2 Permitted without consent

Recreation areas.

3 Permitted with consent

Depots; Freight transport facilities; Food and drink premises; Garden centres; General industries; Hardware and building supplies; Industrial training facilities; Light industries; Kiosks; Landscape material supplies; Liquid fuel depots; Neighbourhood shops; Places of public worship; Plant nurseries; Roads; Rural supplies; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

4 Prohibited

Boat shed; Camping ground; Caravan Park; Cemetery; Charter and tourism bating facility; Commercial Premises; Correctional centres; Eco tourist facilities; Educational establishments; Entertainment facilities; Environmental facilities; Exhibition home; Exhibition village; Extractive industry; Farm building; Forestry; Heavy industrial storage establishment; Heavy industries; Hospital; Home based child care centres; Home business, Home occupation; Home occupation (sex services); Information and education facilities; Marina; Mooring pens; Moorings; Open cut mining; Public administration buildings; Residential accommodation; Tourist and visitor accommodation; Water recreation structures.



SJP/SP Mrs S J Pager
20 May 2021

InfoTrack Pty Ltd
ecertificates@infotrack.com.au

Dear Sir/Madam

PROPERTY: LOT 1 DP 535379 – 90 THE ENTRANCE ROAD, ERINA

YOUR REFERENCE: 431943-32-#82086925#

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

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

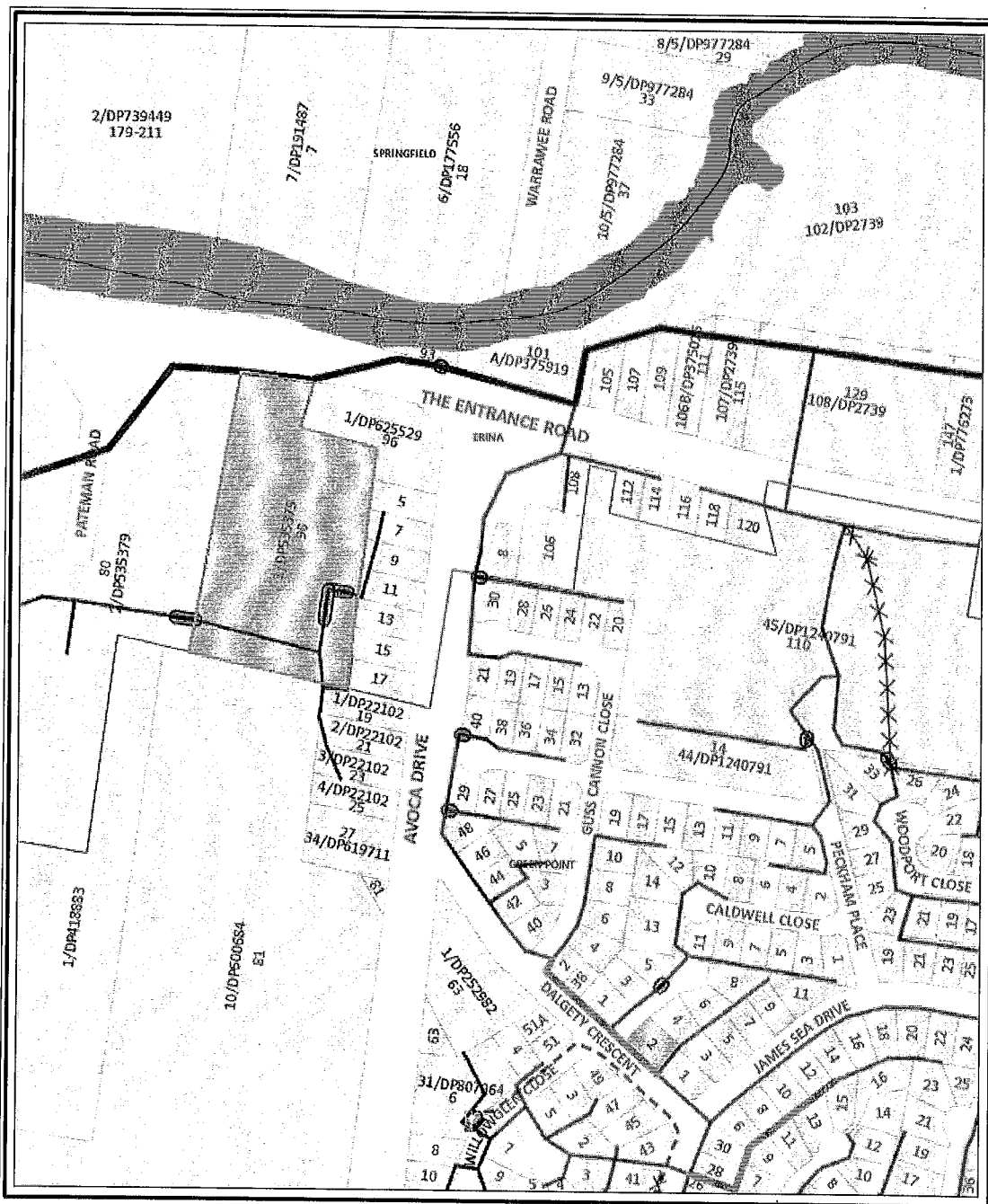
If you have any further enquiries regarding this diagram, please contact Customer Contact on 1300 463 954.

Yours faithfully

S Pager

Suzanne Pager
Signed on Behalf of Council

Attach:



Warning Note for Underground Plant Locations

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

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



Central Coast Council Sewer Mains Diagram

Not to Scale

Issue Date: 20/05/2021

Legend

- | | |
|----------------------|-----------------------------|
| Access Chamber | Perforation Main (Asbestos) |
| Dead End | Effluent Main |
| Lamp Post | Private Rising Main |
| Sewer Manhole | Rising Main |
| Vacuum Pot | Vacuum Main |
| Valve | Rising Main (Asbestos) |
| Private Pump Station | Sewer Encasement |
| Pump Station | Abandoned Main |
| Treatment Plant | Main Not In Use |
| Reduction Main | Applicable Land |
| Trunk Main | |



SJP/SP Mrs S J Pager
20 May 2021

InfoTrack Pty Ltd
ecertificates@infotrack.com.au

Dear Sir/Madam

PROPERTY: LOT 1 DP 625529 – 96 THE ENTRANCE ROAD, ERINA

YOUR REFERENCE: 431943-32-#82086965#

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

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

If you have any further enquiries regarding this diagram, please contact Customer Contact on 1300 463 954.

Yours faithfully

S Pager

Suzanne Pager
Signed on Behalf of Council

Attach:



20th July 2021

InfoTrack Pty Ltd
ecertificates@infotrack.com.au

Dear Sir/Madam

Your Ref: 431943-32-#85176212#
Property: LOT: 3 DP: 22264 5 Avoca Drive ERINA

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

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

If you have any further enquiries regarding this diagram, please contact Customer Contact on 1300 463 954.

Yours faithfully

M Walsh

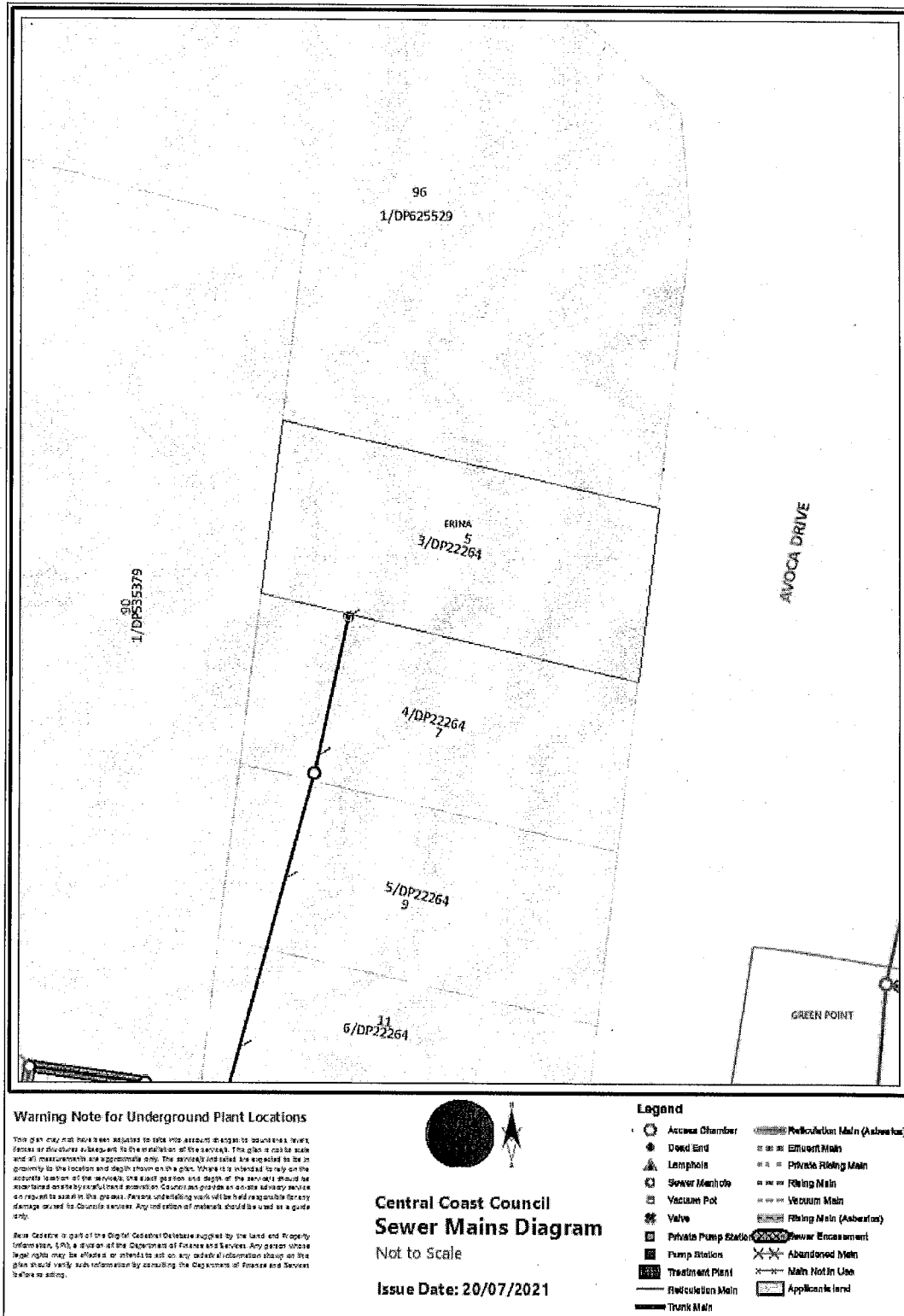
Land Information Officer
Phone: 1300 463 954



Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259
Gosford Office: 49 Mann St / PO Box 21 Gosford NSW 2250

P 1300 463 954 | **E** ask@centralcoast.nsw.gov.au | **W** centralcoast.nsw.gov.au | ABN 73 149 644 003

Property: LOT: 3 DP: 22264 5 Avoca Drive ERINA





SJP/SP Mrs S J Pager
12 July 2021

InfoTrack Pty Ltd
ecertificates@infotrack.com.au

Dear Sir/Madam

PROPERTY: LOT 4 DP 22264 -7 AVOCA DRIVE, ERINA

YOUR REFERENCE: 431943-32-#84503646#

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

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

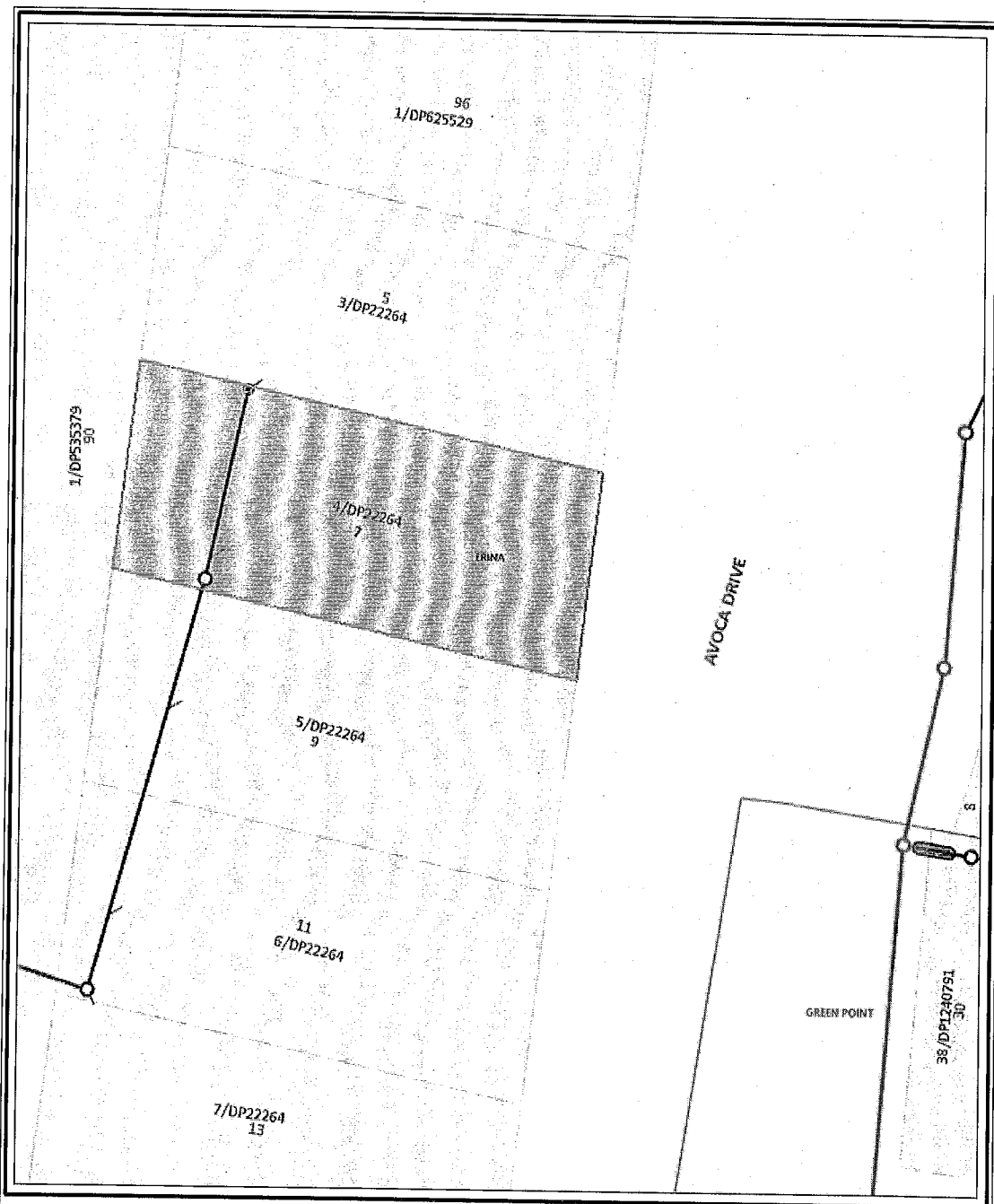
If you have any further enquiries regarding this diagram, please contact Customer Contact on 1300 463 954.

Yours faithfully

S Pager

Suzanne Pager
Signed on Behalf of Council

Attach:



Warning Note for Underground Plant Locations

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

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

Central Coast Council Sewer Mains Diagram

Not to Scale

Issue Date: 12/07/2021

Legend

- | | |
|----------------------|-----------------------------------|
| Access Chamber | Rehabilitation Main (Anastomosis) |
| Dead End | Effluent Main |
| Lampole | Private Rising Main |
| Sewer Manhole | Rising Main |
| Vacuum Pot | Vacuum Main |
| Valve | Rising Main (Anastomosis) |
| Private Pump Station | Sewer Encasement |
| Pump Station | Abandoned Main |
| Treatment Plant | Main Not in Use |
| Reduction Main | Applicant's Land |
| Trunk Main | |



20th May 2021

InfoTrack Pty Ltd
ecertificates@infotrack.com.au

Dear Sir/Madam

Your Ref: 431943-32-#82086923#
Property: LOT: 1 DP: 535379 90 The Entrance Road ERINA

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

Should you require any further information regarding this matter, please contact Council's Customer Services Section on 1300 463 954.

Yours faithfully

M Walsh

Land Information Officer
Phone: 1300 463 954



Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259
Gosford Office: 49 Mann St / PO Box 21 Gosford NSW 2250

P 1300 463 954 | **E** ask@centralcoast.nsw.gov.au | **W** centralcoast.nsw.gov.au | **ABN** 73 149 644 003

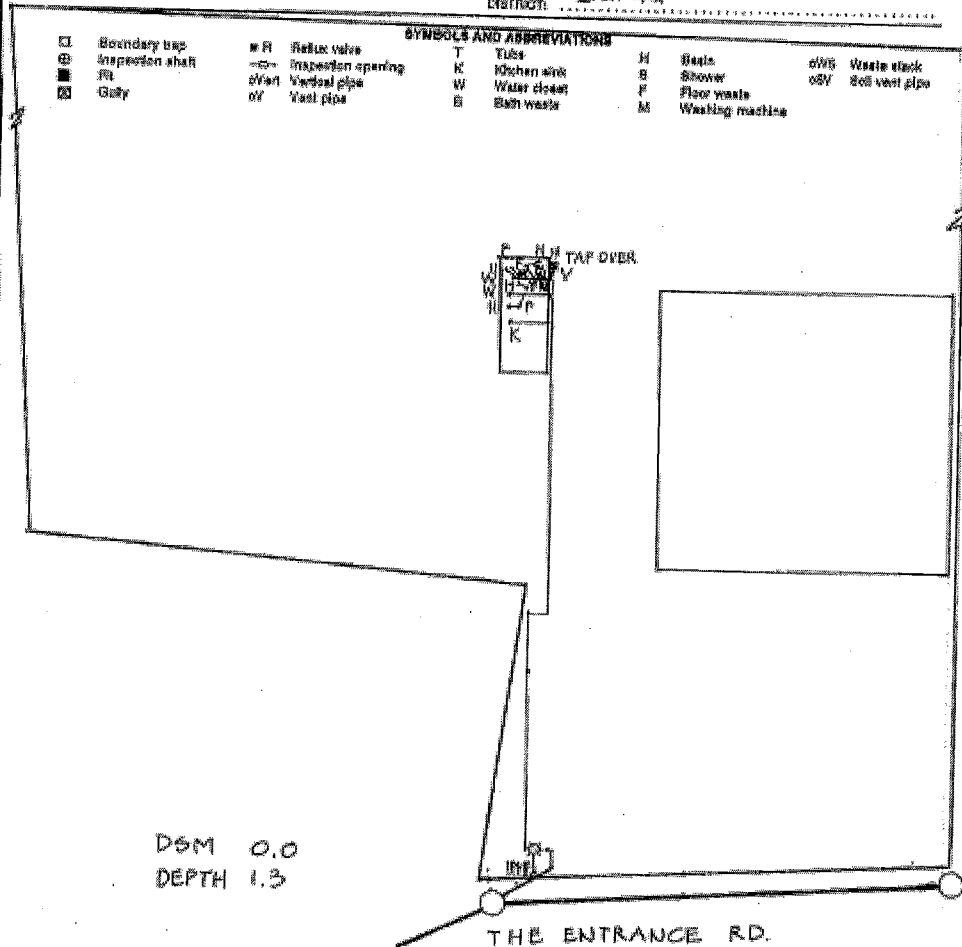
Property: LOT: 1 DP: 535379 90 The Entrance Road ERINA



THIS PLAN IS DIAGRAMMATIC ONLY
DISTANCES SCALED FROM THIS PLAN MAY NOT BE ACCURATE

GOSFORD CITY COUNCIL SEWERAGE CONNECTION PLAN

OWNER: MONTAGUE L MEYER P/L HOUSE NO: 90 PLAN NO: 892453
LOT: 1 SEC: DP: 535379
STREET: THE ENTRANCE RD.
DISTRICT: ERINA



DRAINAGE - supervised by	B. SINCLAIR	DATE	1.2.96	PLUMBER	W. EVANS
PLUMBING - supervised by	GORE	SCALE	1:500	DRAWN	



20th May 2021

InfoTrack Pty Ltd
ecertificates@infotrack.com.au

Dear Sir/Madam

Your Ref: 431943-32-#82086960#
Property: LOT: 1 DP: 625529 96 The Entrance Road ERINA

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

Should you require any further information regarding this matter, please contact Council's Customer Services Section on 1300 463 954.

Yours faithfully

M Walsh

Land Information Officer
Phone: 1300 463 954



Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259
Gosford Office: 49 Mann St / PO Box 21 Gosford NSW 2250

P 1300 463 954 | **E** ask@centralcoast.nsw.gov.au | **W** centralcoast.nsw.gov.au | ABN 73 149 644 003

Property: LOT: 1 DP: 625529 96 The Entrance Road ERINA

GOSFORD CITY COUNCIL
SEWERAGE CONNECTION PLAN

PERMIT NO. 53466c

LICENCEE: J. HAYNES

(Please print)

PLAN NO. 951454

LICENCE NO. S 3466c

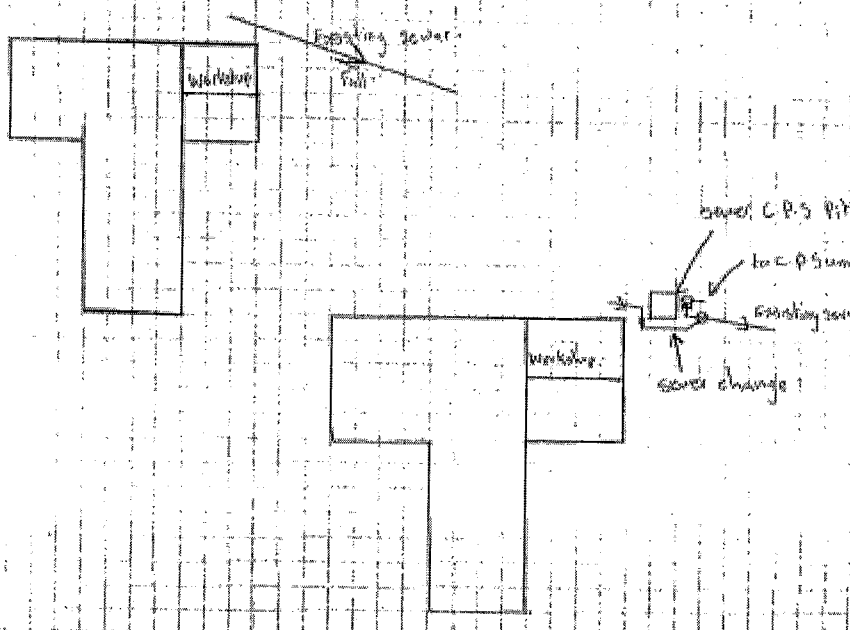
I certify that this plan is a correct record of the house drainage at the below mentioned location as at this date.

LICENCEE'S SIGNATURE: J. Haynes

DATE: 19/06/95

SYMBOLS AND ABBREVIATIONS					
XX	Boundary trap	■ R	Station valve	T	Tub
⊕	Inspection shaft	—O—	Inspection opening	K	Kitchen sink
■	PH	over	Vertical pipe	W	Water closet
⊗	Gully	ov	Vert pipe	B	Bath waste
				H	Basin
				S	Shower
				F	Floor waste
				M	Washing machine
				WC	W.C. sink
				OV	Over vent pipe

THIS PLAN IS DIAGRAMMATIC ONLY
DISTANCES SCALED FROM THIS PLAN MAY NOT BE ACCURATE



Owner: Mobil oil
Lot No: 1 Sec: DP: 625529
Street No: 96 Street: The Entrance Rd
Locality: ERINA
Assessment No:

OFFICE USE ONLY
Date paid: Fee:
Number: J. HAYNES
Drawer:
Connection date:
Plumbing and Drainage Inspector: R. Ball



12th July 2021

InfoTrack Pty Ltd
ecertificates@infotrack.com.au

Dear Sir/Madam

Your Ref: 431943-32-#84503477#
Property: LOT: 3 DP: 22264 5 Avoca Drive ERINA

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

Should you require any further information regarding this matter, please contact Council's Customer Services Section on 1300 463 954.

Yours faithfully

M Walsh

Land Information Officer
Phone: 1300 463 954



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

Gosford Office: 49 Mann St / PO Box 21 Gosford NSW 2250

P 1300 463 954 | E ask@centralcoast.nsw.gov.au | W centralcoast.nsw.gov.au | ABN 73 149 644 003

Property: LOT: 3 DP: 22264 5 Avoca Drive ERINA



THIS PLAN IS DIAGRAMMATIC ONLY
DISTANCES SCALED FROM THIS PLAN MAY NOT BE ACCURATE

GOSFORD CITY COUNCIL
SEWERAGE CONNECTION PLAN

PLAN NO: 961866
LICENCE NO: 66042

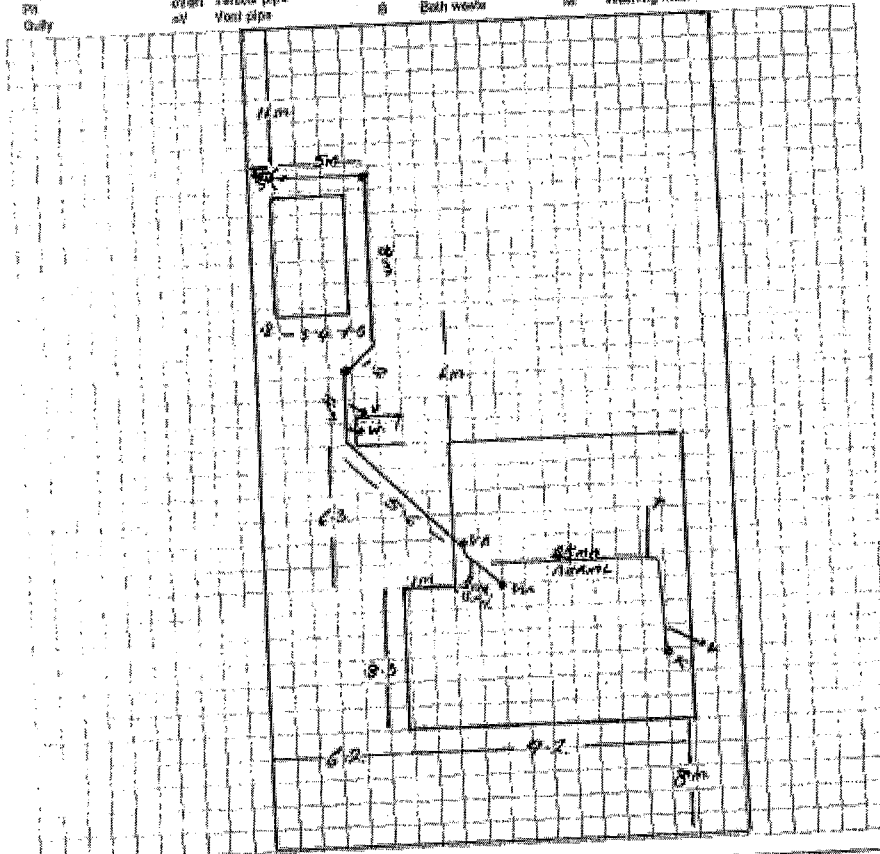
PERMIT NO:
LICENSEE: S.R. COWAN
(Please print)

I certify that this plan is a correct record of the house drainage at the below mentioned location as at this date.

DATE: 7-11-96

LICENCEE'S SIGNATURE: *S.R. Cowan*

SYMBOLS AND ABBREVIATIONS			
□	Boundary trap	■ R	Reflux valve
□	Inspection shaft	—○—	Inspection opening
■	PA	—○—	Vertical pipe
□	Gully	—○—	Vent pipe
		T	Tube
		K	Kitchen sink
		W	Water closet
		B	Bath waste
		H	Basin
		S	Shower
		F	Floor waste
		M	Washing machine
		WSS	Waste stack
		WVP	Wall vent pipe



Owner: MR. & MRS. B. STURGEON
Lot No: 5 Sec: DP:
Street No: 5 Street: AVOCA DR.
Locality: ERINA
Assessment No:

OFFICE USE ONLY
Date paid: 1-11-96 Fee: 135.00
Plumber: S.R. COWAN
Drawn:
Connection date: 7-11-96
Plumbing and Drainage Inspector: *[Signature]*



12th July 2021

InfoTrack Pty Ltd
ecertificates@infotrack.com.au

Dear Sir/Madam

Your Ref: 431943-32-#84503639#
Property: LOT: 4 DP: 22264 7 Avoca Drive ERINA

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

Should you require any further information regarding this matter, please contact Council's Customer Services Section on 1300 463 954.

Yours faithfully

M Walsh

Land Information Officer
Phone: 1300 463 954



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

Gosford Office: 49 Mann St / PO Box 21 Gosford NSW 2250

P 1300 463 954 | E ask@centralcoast.nsw.gov.au | W centralcoast.nsw.gov.au | ABN 73 149 644 003

Property: LOT: 4 DP: 22264 7 Avoca Drive ERINA



THIS PLAN IS DIAGRAMMATIC ONLY
DISTANCES SCALED FROM THIS PLAN MAY NOT BE ACCURATE

GOSFORD CITY COUNCIL SEWERAGE CONNECTION PLAN

OWNER: G. SMITH

HOUSE NO: 7

PLAN NO: 961867

LOT: 4

SEC:

DP: 22264

STREET: AVOCA DR.

DISTRICT: ERINA WEST

- Boundary trap
- ⊕ Inspection shaft
- PH
- ⊗ Gully

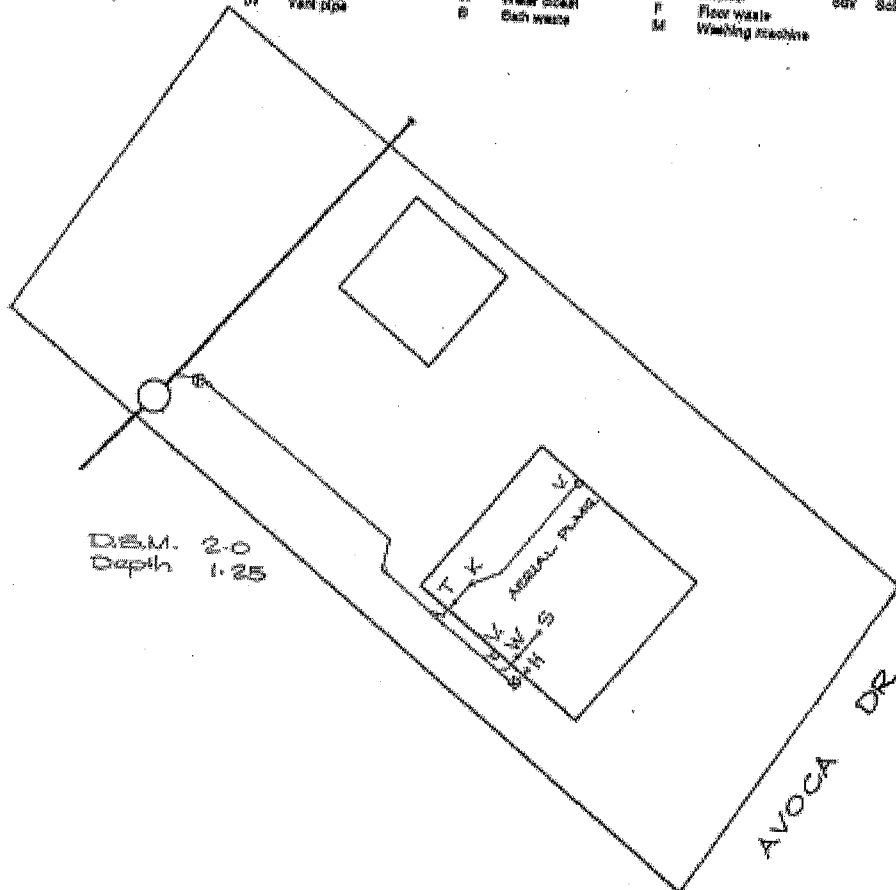
- W R Retic valve
- o Vent inspection opening
- o Vent Vertical pipe
- o Vent Vent pipe

SYMBOLS AND ABBREVIATIONS

- T Toilet
- K Kitchen sink
- W Water closet
- B Bath waste

- H Basin
- S Shower
- F Floor waste
- M Washing machine

- oWS Waste stack
- oSV Sol vent pipe



DRAINAGE - supervised by G. GUNN

PLUMBING - supervised by " 7.11.95

DRAWN BY M. Coleman

DATE

17.3.97

PLUMBER S. Cowan

DRAWN " (7.11.97)

SCALE

1:250

STRATA TITLE (COMMERCIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: Miles Properties Pty Ltd
Purchaser:
Property: 90-96 The Entrance Road, ERINA
Dated: 6 July 2021

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 is the nature of any tenancy or occupancy?
 - (b) If it is 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) What is the current rent payable?
 - (e) Please provide details of outgoings or contributions to outgoings payable and the manner in which they have been calculated (e.g. base year figures).
 - (f) All rent and outgoings or contributions to outgoings should be paid up to or beyond the date of completion.
 - (g) Please provide details of any bond money held, which is to be paid or allowed to the purchaser on completion.
 - (h) If the bond money is held by a government entity pursuant to legislation then the appropriate documentation should be handed over on completion to enable the purchaser to acquire the vendor's rights.
 - (i) Please provide details of any bank guarantees or any personal guarantees which are held by the vendor.
 - (j) Appropriate transfer documentation duly signed should be handed over on completion assigning the vendor's interest in the bank guarantees and any personal guarantees.
 - (k) Are there any sub-leases? If so, copies should be provided.
 - (l) Please provide details of current insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
4. Is any tenancy subject to the *Retail Leases Act 1994* (NSW)?
If so:
 - (a) complete copies of the disclosure statements as required by that Act should be provided;
 - (b) a copy of a certificate given under Section 16(3) of that Act should be provided or other evidence to confirm that Section 16 would not apply to the lease;
 - (c) is the vendor aware of any provision of the lease which is not enforceable because of a non disclosure in the disclosure statement or any lease which has been entered into in contravention of that Act?
 - (d) Are there any retail tenancy disputes on foot? If so, please provide details;
 - (e) Has any retail tenancy claim or unconscionable conduct claim been made under that Act?
 - (f) Have any orders or appointments been made under Part 8 of that Act? If so, please provide details.
5. Is any part of the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
6. If any 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

7. 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.
8. 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*).
9. 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.
10. When and where may the title documents be inspected?

- 11.
- (a) In these requisitions, **personal property, secured party, security agreement, security interest and verification certificate** have the same meanings as in the *Personal Property Securities Act 2009 (Cth)*.
 - (b) Are the **inclusions** or other items of **personal property included in the sale (inclusions)** subject to a security interest or has the vendor entered into any **security agreement** in respect of the **inclusions and in respect of** which the vendor has received, or waived its right to receive, a **verification certificate**? If so, please provide full details of the property the subject of the security interest, the nature of the **security agreement** giving rise to the security interest and the **full name, address, ACN and/or ABN of the secured party or security agreement** counterparty.
 - (c) If a security interest has arisen or been granted over the **inclusions**, the vendor must procure a full release and discharge of that security interest by the secured party to the extent that it relates to the **inclusions**. Please provide details of whether the release will be a full or partial release of the security interest and confirm the manner in which the release is to be effected (eg. by provision of a duly executed *Deed Poll of Release and Undertaking to Amend Registration* in the form recommended by the Australian Bankers' Association).
12. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels included in the Property must be provided.
13. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922 (NSW)*, *Access to Neighbouring Land Act 2000 (NSW)*, Section 88K of the *Conveyancing Act 1919 (NSW)*, Section 40 of the *Land and Environment Court Act 1979 (NSW)* or are there circumstances which would give rise to a notice or application under those Acts in respect of the Property or the common property? If the answer is yes, please provide full details.
- Rates and taxes**
14. All rates, taxes, levies, other charges and assessments, including land tax, affecting the Property must be paid up to the date of completion and receipts produced.
15. 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?
16. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.
- Survey and building**
17. 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.
18. Is the vendor in possession of a survey report on the Property? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
19. In respect of the Property and the common property:
- (a) Have the provisions of the *Local Government Act 1993 (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations and instruments or former instruments 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? 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 Section 109C of the *Environmental Planning and Assessment Act 1979 (NSW)*) or an Occupation Certificate as referred to in Section 6.4 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 6 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?
20. 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?
- 21.
- (a) Is the Property or the common property affected or have they been previously affected by:
 - (i) termite infestation, treatment or repair?
 - (ii) flooding or dampness?
 - (iii) functional problems with equipment such as air conditioning, roofs, lifts or inclinators, pool equipment, building management and security systems?
 If so, please provide full details.
 - (b) Has asbestos, fibreglass or polyethylene or other flammable or combustible material such as cladding been used in the construction of any of the improvements on the Property or the common property? If so, please provide full details.
 - (c) If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 22.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the local council, any water or sewerage authority 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 Section 7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
23. Is there a swimming pool on the Property or the common property to which the *Swimming Pools Act 1992* (NSW) applies? If so:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the Contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 24.
- (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW)?
25. Are any rainwater downpipes connected to the sewer?

Affectations, notices and claims

26. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions on use 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 such as underground pipes or structures?
 - (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) any charge or liability including liability for remediation of the Property, or proceedings under the *Contaminated Land Management Act 1997* (NSW) or any environment protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or to proceedings being commenced?
 - (e) If the answer to any part of Requisition 26(d) is yes, please:
 - (i) provide full details;
 - (ii) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and
 - (iii) provide full details regarding the extent of any non-compliance.
- 27.
- (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
 - (ii) 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

28. Are there any applications made, proposed or threatened, whether by an owner or owners 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.
29. 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.
30. 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.
31. 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.
32. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor 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

33. Has the initial period expired?
34. 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?
35. If the Property includes a utility lot, please specify the restrictions.
36. 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?
37. 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.
38. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
39. 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.
40. 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.
41. 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?
42. 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 then been consolidated? If so, please provide particulars.
43. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
44. 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.

45. 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.
46. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount been made?
47. Has an internal dispute resolution process been established? If so, what are its terms?
48. Has the Owners Corporation complied with its obligations to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Warranties and service contracts

50. Please provide copies of any warranty or maintenance or service contract for the Property which is assignable on completion.
51. Please provide details, or copies if available, of any warranty or maintenance or service contract which is not assignable.

Requisitions and transfer

52. 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.
53. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
54. 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.
55. 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.
56. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

Completion

57. Please confirm that on completion you will hand to us:
- (a) a discharge of any mortgage, a withdrawal of any caveat, removal of any priority notice and the appropriate Section 22 Notice;
 - (b) the Certificate of Title Folio Identifier;
 - (c) Transfer executed by the vendor and Section 22 Notice;
 - (d) the vendor's copies of all leases and disclosure statements;
 - (e) notices of attornment;
 - (f) all keys in the possession of the vendor;
 - (g) original of any Building Information Certificate or Building Certificate, Survey Report, occupation certificate and swimming pool compliance or non-compliance certificate;
 - (h) instruction manuals and warranties for any plant belonging to the vendor;
 - (i) any third party guarantees together with appropriate assignments;
 - (j) any documents required for the purchaser to have benefit of any bonds;
 - (k) tax invoice;
 - (l) depreciation schedule;
 - (m) any documents required for the purchaser to have good title to any fixtures, fittings or personal property or licence; and
 - (n) keys and other mechanisms (such as remote control equipment) for access to the premises (internal and external).
58. The purchaser reserves the right to make further requisitions prior to completion.
59. 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.

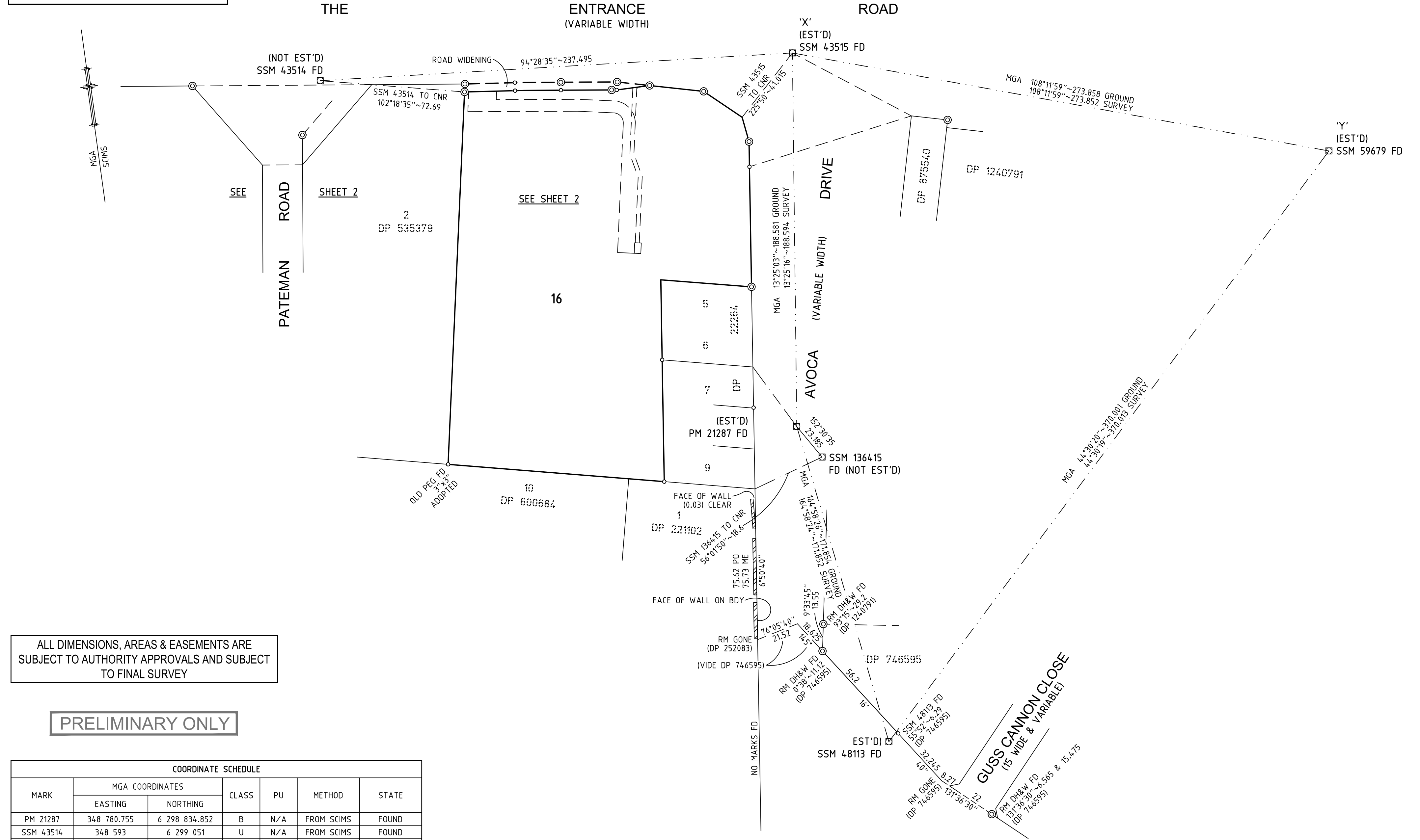
Off the plan contract

60. If the Contract is an off the plan contract:
- (a) Is the vendor aware of an inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licenced conveyancer or law practice.

ANNEXURE H

Plan of Subdivision

STAGE ZERO CONSOLIDATION
ROAD WIDENING & CREATING
AUSGRID EASEMENTS



ALL DIMENSIONS, AREAS & EASEMENTS ARE
SUBJECT TO AUTHORITY APPROVALS AND SUBJECT
TO FINAL SURVEY

PRELIMINARY ONLY

COORDINATE SCHEDULE						
MARK	MGA COORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
PM 21287	348 780.755	6 298 834.852	B	N/A	FROM SCIMS	FOUND
SSM 43514	348 593	6 299 051	U	N/A	FROM SCIMS	FOUND
SSM 43515	348 824.509	6 299 018.263	B	N/A	FROM SCIMS	FOUND
SSM 48113	348 825.304	6 298 668.894	B	N/A	FROM SCIMS	FOUND
SSM 59679	349 084.635	6 298 932.739	B	N/A	FROM SCIMS	FOUND
SSM 136415	348 791.4	6 298 814.2	U	N/A	TRAVERSE	FOUND
DATE OF SCIMS COORDINATES: 19-04-2021 MGA ZONE: 56 MGA DATUM: GDA2020						
COMBINED SCALE FACTOR: 0.999877						

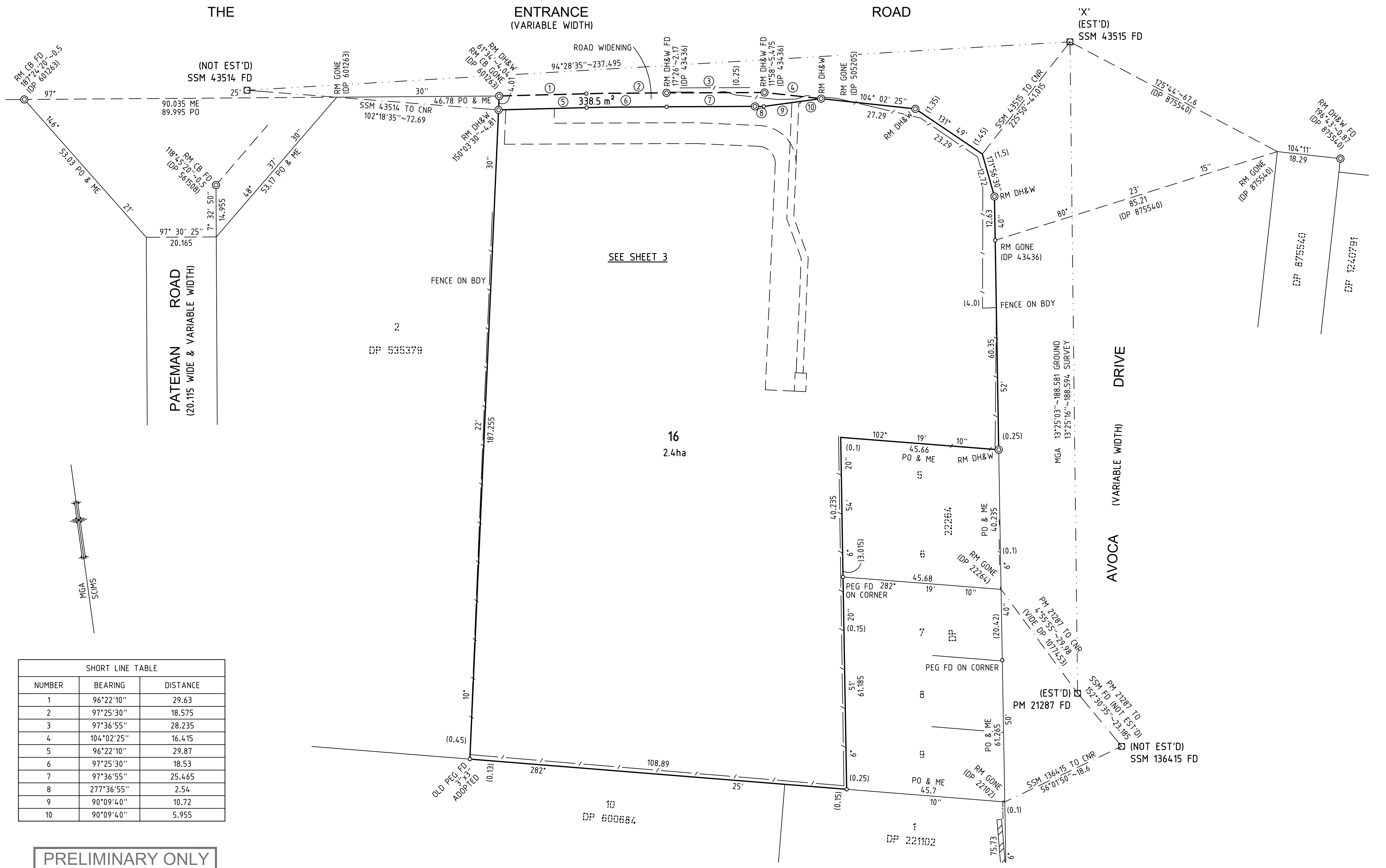
SURVEYOR:
Name: ROBERT GORDON POLSON
Date: 28/06/2021
Reference: 1901431-AUSGRID LEASE

PLAN HEADING
PLAN OF PROPOSED EASEMENTS FOR LEASE
PURPOSES OF SUBSTATION PREMISES S32511 &
SUBDIVISION OF LOT 1 DP 535379, LOT 1 DP 625529 &
LOTS 3 & 4 DP 22264

LGA: CENTRAL COAST
Locality: ERINA
Reduction Ratio: 1: 1250
Lengths are in metres

REGISTERED

PPN DP 1278734



SHORT LINE TABLE		
NUMBER	BEARING	DISTANCE
1	96°22'10"	29.63
2	97°25'30"	18.575
3	97°36'55"	28.235
4	104°02'25"	16.415
5	96°22'10"	29.87
6	97°25'30"	18.53
7	97°36'55"	25.465
8	277°36'55"	2.54
9	90°09'40"	10.72
10	90°09'40"	5.955

PRELIMINARY ONLY

ALL DIMENSIONS, AREAS & EASEMENTS ARE
SUBJECT TO AUTHORITY APPROVALS AND SUBJECT
TO FINAL SURVEY

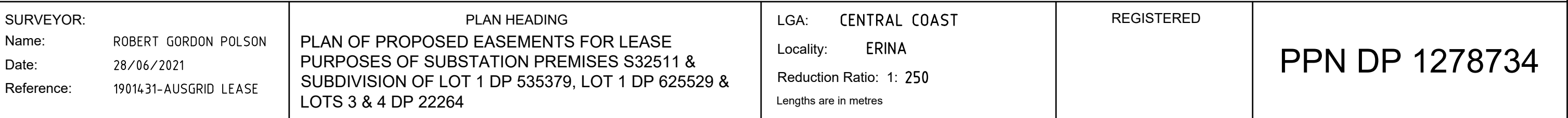
SURVEYOR:
Name: ROBERT GORDON POLSON
Date: 28/06/2021
Reference: 1901431-AUSGRID LEASE

PLAN HEADING
PLAN OF PROPOSED EASEMENTS FOR LEASE
PURPOSES OF SUBSTATION PREMISES S32511 &
SUBDIVISION OF LOT 1 DP 535379, LOT 1 DP 625529 &
LOTS 3 & 4 DP 22264

LGA: CENTRAL COAST
Locality: ERINA
Reduction Ratio: 1: 700
Lengths are in metres

REGISTERED

PPN DP 1278734



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: right;">Office Use Only</p>
<p>PLAN OF PROPOSED EASEMENTS FOR LEASE PURPOSES OF SUBSTATION PREMISES S32511 AND SUBDIVISION OF LOT 1 DP 535379, LOT 1 DP 625529 AND LOTS 3 & 4 DP 22264</p>	<p>LGA: CENTRAL COAST</p> <p>Locality: ERINA</p> <p>Parish: KINCUMBER</p> <p>County: NORTHUMBERLAND</p>
<p style="text-align: center;">Survey Certificate</p> <p>I, <u>ROBERT G POLSON</u> <u>BEVERIDGE WILLIAMS</u> of <u>PO BOX 3205 TUGGERAH NSW 2259</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><i>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on, or</i></p> <p><i>*(b) The part of the land shown in the plan (*being/*excluding**) was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</i></p> <p><i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</i></p> <p>Datum Line: <u>...'X'...'Y'</u></p> <p>Type: <u>*Urban/*Rural</u></p> <p>The terrain is <u>*Level-Undulating / *Steep-Mountainous</u>.</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: <u>1841</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><i>*Strike out inappropriate words.</i></p> <p><i>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</i></p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p><i>*Strike through if inapplicable.</i></p>
<p>Plans used in the preparation of survey/compilation:</p> <p>DP 535379, DP 625529, DP 22264, DP 600684, DP 221102, DP 875540, DP 1240791, DP 746595, DP 1077453, DP 505205, DP 43436, DP 601263, DP 601263, DP 561508, DP 43436, DP 505205</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE THE AREA SHOWN AS ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD</p>
<p>Surveyor's Reference: 1901431-AUSGRID LEASE(PPN DP1278734)</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

Office Use Only

Office Use Only

Registered:

**PLAN OF PROPOSED EASEMENTS FOR
LEASE PURPOSES OF SUBSTATION
PREMISES S32511 AND SUBDIVISION OF
LOT 1 DP 535379, LOT 1 DP 625529 AND
LOTS 3 & 4 DP 22264**

Subdivision Certificate number:

Date of Endorsement:

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

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

STREET ADDRESSES NOT AVAILABLE AT THIS TIME

**Executed by Miles Properties Pty Ltd as owner of
Lot 1 DP 535379, Lot 1 DP 625529 and Lots 3 & 4 DP 22264**

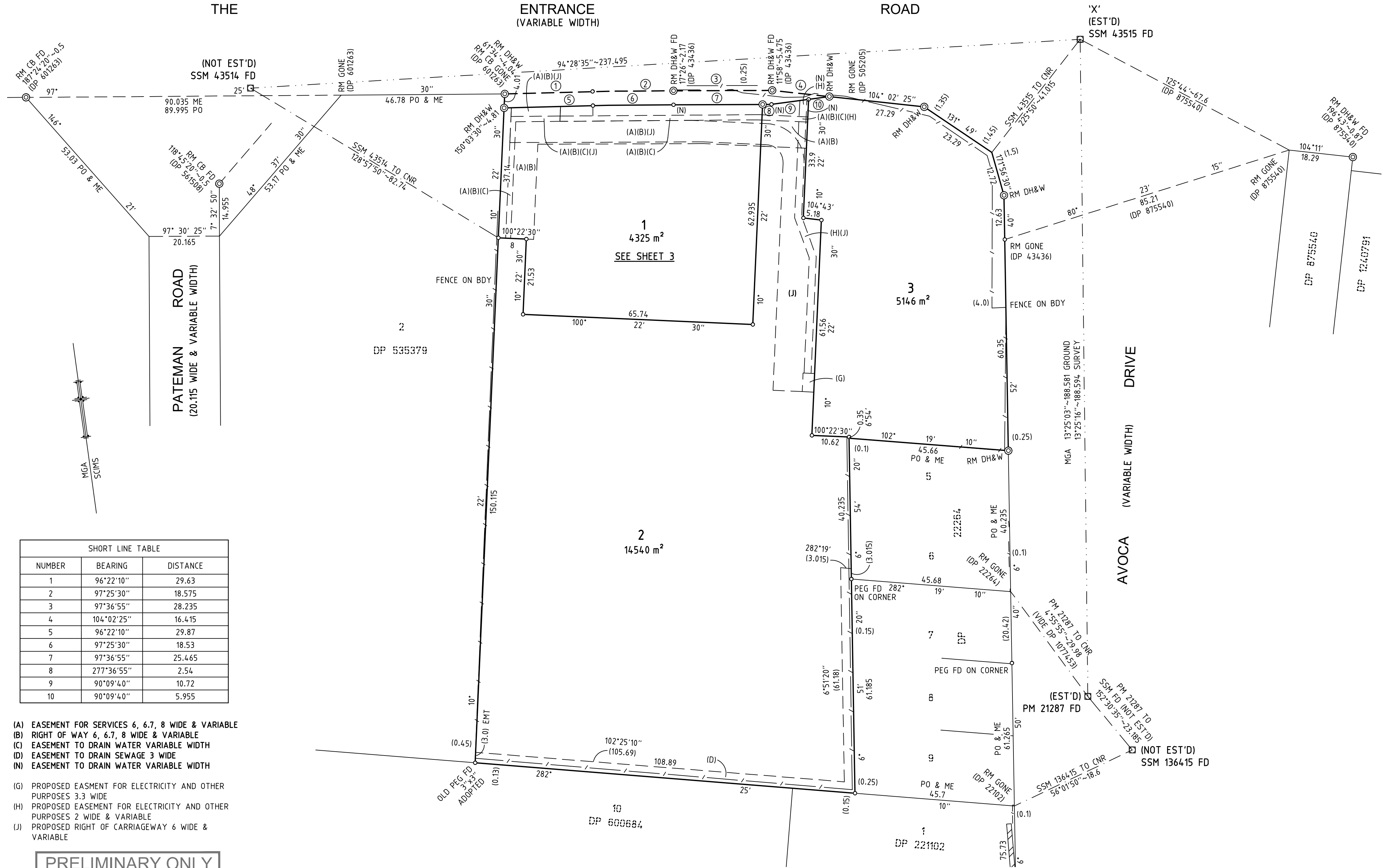
EXECUTED by **MILES PROPERTIES PTY**)
LTD (ACN 091 255 766) pursuant to Section)
127 of the Corporations Act 2001 (Cth) by:)

.....
Signature of authorised person.....
Signature of authorised person.....
Print name of authorised person.....
Print name of authorised person.....
Office held.....
Office held

**Executed by National Australia Bank Limited as mortgagee of
Lot 1 DP 535379, Lot 1 DP 625529 and Lot 4 DP 22264**

If space is insufficient use additional annexure sheet

PE DP 1276434



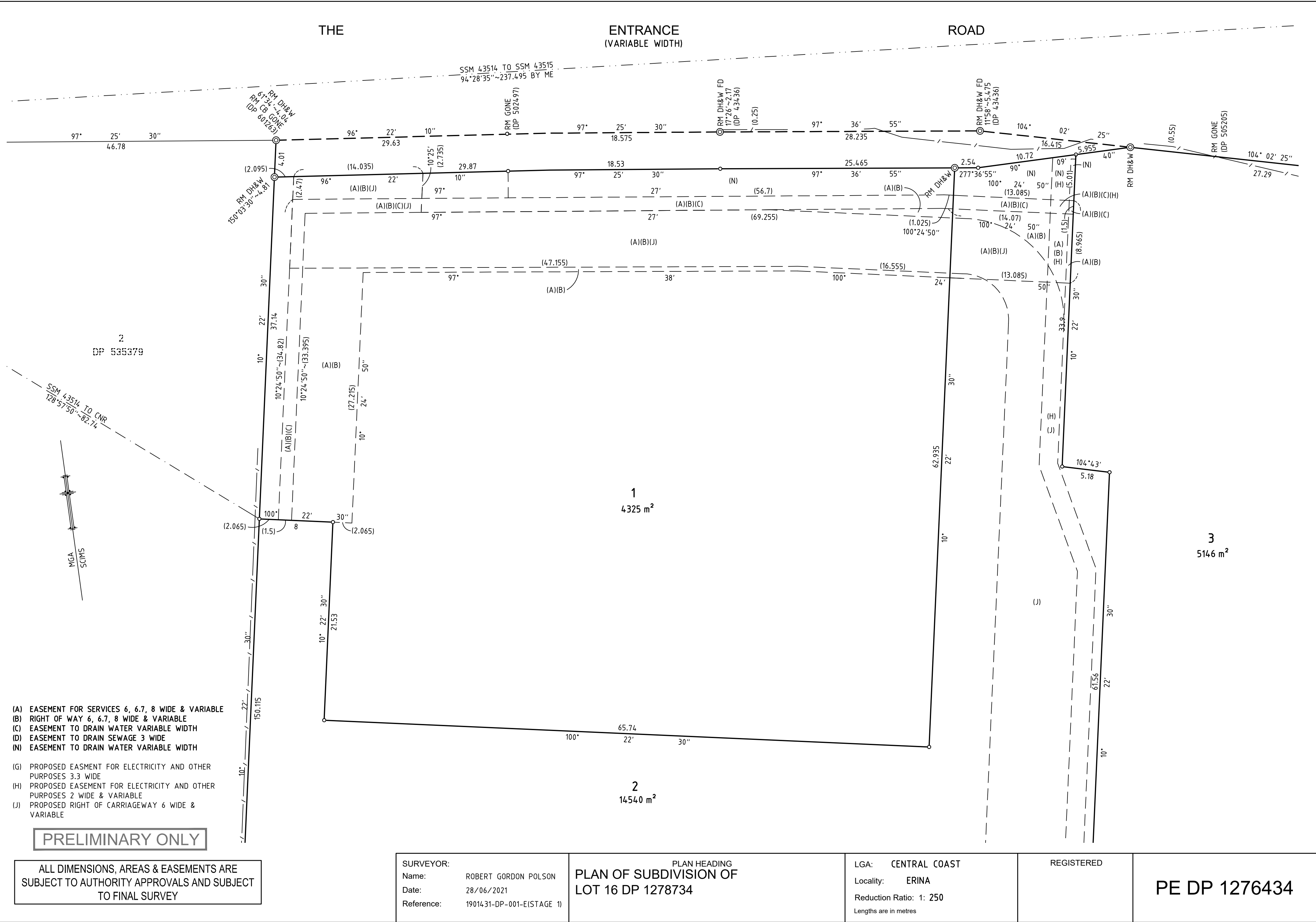
SURVEYOR:
Name: ROBERT GORDON POLSON
Date: 28/06/2021
Reference: 1901431-DP-001-E(STAGE 1)

PLAN HEADING
PLAN OF SUBDIVISION OF
LOT 16 DP 1278734

LGA: CENTRAL COAST
Locality: ERINA
Reduction Ratio: 1: 700
Lengths are in metres

REGISTERED

PE DP 1276434



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: right;">Office Use Only</p>
<p>PLAN OF SUBDIVISION OF LOT 16 IN DP 1278734</p>	<p>LGA: CENTRAL COAST</p> <p>Locality: ERINA</p> <p>Parish: KINCUMBER</p> <p>County: NORTHUMBERLAND</p>
<p style="text-align: center;">Survey Certificate</p> <p>I, <u>ROBERT G POLSON</u> <u>BEVERIDGE WILLIAMS</u> of <u>PO BOX 3205 TUGGERAH NSW 2259</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding**) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: ...'X'...'Y'.....</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: <u>1841</u>..... Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p>
<p>Plans used in the preparation of survey/compilation:</p> <p>DP 535379, DP 625529, DP 22264, DP 600684, DP 221102, DP 875540, DP 1240791, DP 746595, DP 1077453, DP 505205, DP 43436, DP 601263, DP 601263, DP 561508, DP 43436, DP 505205, DP 1278734</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p>
<p>Surveyor's Reference: 1901431-DP-001-E (PE DP1276434)</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

Office Use Only

Office Use Only

Registered:**PLAN OF SUBDIVISION OF
LOT 16 IN DP 1278734**

Subdivision Certificate number:

Date of Endorsement:

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

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

CLAUSE 60(c) OF THE SURVEYING & SPATIAL INFORMATION REGULATION, 2017

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	84	THE ENTRANCE	ROAD	ERINA
2	90	THE ENTRANCE	ROAD	ERINA
3	96	THE ENTRANCE	ROAD	ERINA

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

1. EASEMENT FOR SERVICES 6, 6.7, 8 WIDE & VARIABLE (A)
2. RIGHT OF WAY 6, 6.7, 8 WIDE & VARIABLE (B)
3. EASEMENT TO DRAIN WATER VARIABLE WIDTH (C)
4. EASEMENT TO DRAIN SEWAGE 3 WIDE (D)
5. RESTRICTION ON THE USE OF LAND
6. POSITIVE COVENANT
7. RESTRICTION ON THE USE OF LAND
8. POSITIVE COVENANT
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND
11. EASEMENT TO DRAIN WATER VARIABLE WIDTH (N)

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered:**PLAN OF SUBDIVISION OF**
LOT 16 IN DP 1278734

Subdivision Certificate number:

Date of Endorsement:

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

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

Executed by Miles Properties Pty Ltd as owner of**Lot 16 DP 1278734****(Formerly Lot 1 DP 535379, Lot 1 DP 625529 and Lots 3 & 4 DP 22264)**

EXECUTED by **MILES PROPERTIES PTY**)
LTD (ACN 091 255 766) pursuant to Section)
127 of the Corporations Act 2001 (Cth) by:)

.....
Signature of authorised person.....
Signature of authorised person.....
Print name of authorised person.....
Print name of authorised person.....
Office held.....
Office held**Executed by National Australia Bank Limited as mortgagee of****Lot 16 DP 1278734****(Formerly Lot 1 DP 535379, Lot 1 DP 625529 and Lots 3 & 4 DP 22264)**

If space is insufficient use additional annexure sheet

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

(Sheet 1 of 10 Sheets)

Plan: Plan of Subdivision of Lot 16 in DP 1278734, covered by
Subdivision Certificate No:
dated:

Full name and address of the
owner of the land:

Miles Properties Pty Ltd
(ACN 091 255 766)
PO Box 3171
Erina NSW 2250

Full name and address of the
mortgagee of the land:

National Australia Bank Limited
300 Elizabeth Street
Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for Services 6, 6.7, 8 wide & Variable (A)	1 2	2 and 3 3
2.	Right of Way 6, 6.7, 8 wide & Variable (B)	1 2	2 and 3 3
3.	Easement to Drain Water variable width (C)	1 2	2 and 3 3
4.	Easement to Drain Sewage 3 Wide (D)	2	Central Coast Council
5.	Restriction on the Use of Land	1	Central Coast Council
6.	Positive Covenant	1	Central Coast Council
7.	Restriction on the Use of Land	Each Lot	Central Coast Council
8.	Positive Covenant	Each Lot	Central Coast Council

Plan: Plan of Subdivision of Lot 16 in DP 1278734, covered by
Subdivision Certificate No:
dated:

9.	Restriction on the Use of Land	Each Lot	Central Coast Council
10.	Restriction on the Use of Land	3	Central Coast Council
11.	Easement to Drain Water variable width (N)	1 2	2 and 3 3

Part 2 (Terms)

1. Terms of Easement for Services 6, 6.7, 8 wide & variable (A) firstly referred to in the abovementioned plan.

EASEMENT FOR SERVICES

Use of the easement

The proprietor of the lot benefited and every person or authority authorised by that proprietor may:

- a) make, lay-out, construct, erect, install, carry, maintain, and/or use through, on and under the lot burdened any drains, pipes, conduits, wires, channels, or other equipment, materials or means appropriate or necessary to provide, and carry all or any of water, sewerage, gas, stormwater, electricity, television and telecommunication services to and from the said lot benefited;
- b) enter upon the lot burdened with any tools, implements, or machinery necessary for the purpose and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such equipment or any part thereof to such extent as may be necessary.

Conditions of use

The registered proprietor of the lot benefited and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the lot burdened and will restore without delay that surface as nearly as practicable to its previous condition.

2. Terms of Right of Way 6, 6.7, 8 wide & variable (B) secondly referred to in the abovementioned plan.

RIGHT OF WAY

Use of the easement

The proprietor of the lot benefited and every person or authority authorised by that proprietor may pass, along the site of the right of way on foot, with animals and with vehicles for all purposes, to and from the lot benefited.

Plan: Plan of Subdivision of Lot 16 in DP 1278734, covered by
Subdivision Certificate No:
dated:

Conditions of use

- a) The costs involved in maintaining and repairing the site of the right of way shall be equally borne by the registered proprietors of Lots 1, 2 and 3.
- b) For the purpose of the above clause, "maintain and repair" means to keep the surface of the site right of way, as near as possible, in its original condition so as to permit free and comfortable access by foot and by motor vehicle.

3. Terms of Restriction on the Use of Land fifthly referred to in the abovementioned plan.

3.1. The Proprietor of the land hereby burdened shall in respect of the land hereby burdened identified as the "Nutrient Control System":

- (a) Not allow any obstruction or interference of any kind to be erected, placed, created or performed so as to inhibit the flow of water to and from the System;
- (b) Except in accordance with the written approval of the Council not allow any building, erection, or structure to be constructed or allowed to remain constructed or placed on the System;
- (c) Not carry out or allow to be carried out any alterations to the System including grates, pipes, or any other materials or elements thereof outside those normally required for the formation, maintenance and proper function of the System.

3.2. Unless inconsistent with the context words used in this restriction have the same meaning as those ascribed to them in the Positive Covenant sixthly referred to in the abovementioned plan.

4. Terms of Positive Covenant sixthly referred to in the abovementioned plan.

4.1. The Proprietor of the land hereby burdened shall at all times in respect of the land hereby burdened which contains a "Nutrient Control System" and in respect of any other part of the land hereby burdened on which any part of the System is constructed or located:

- (a) cause and permit stormwater to be filtered by the System;
- (b) regularly keep the System clean and free from grass clippings, silt, rubbish, debris and the like;
- (c) maintain the System to ensure a maximum outflow from the System
- (d) ensure that the System at all times includes an overflow to direct any excess flow to the downstream drainage System;
- (e) maintain, repair and replace the System or any part of it due to deterioration or damage without delay so that it functions in a safe and efficient manner;

Plan: Plan of Subdivision of Lot 16 in DP 1278734, covered by
Subdivision Certificate No:
dated:

- (f) comply with the terms of any written notice issued by the Council in respect of the requirements of this Positive Covenant within the time stated in the notice;
- (g) permit the Council to enter upon the burdened lot or any part of it with all necessary materials and equipment at all reasonable times and on a reasonable notice (but at any time and without notice in the case of an emergency):
 - (i) to view the state of repair of the System;
 - (ii) to ascertain whether or not there has been any breach of the terms of this Positive Covenant;
 - (iii) to execute works on the burdened lot for compliance with the requirements of this Positive Covenant;
- (h) indemnify and keep indemnified the Council from and against all claims, demands, actions, suits, causes of action, sum or sums of money, compensation, damages, costs and expenses which the Council or any other person may suffer as a result of any malfunction or non-operation of the System and any failure of the Proprietor to comply with the terms of this Positive Covenant.

4.2. The Council shall have the following additional powers;

- (a) In the event that the Proprietor fails to comply with the terms of any written notice issued by the Council as set out above or in the event of any emergency, the Council or its authorised agent may enter the burdened lot with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency) and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in 4.1(f) above or to alleviate the emergency.
- (b) The Council may recover from the Proprietor as liquidated debt in a court of competent jurisdiction:
 - (i) any expense reasonably incurred by it in exercising its powers under subparagraph (a) hereof;
 - (ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Conveyancing Act 1919 providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

4.3. In Clause 4.1 and 4.2, unless inconsistent with the context:

“System” means in relation to the lot burdened the nutrient control System constructed or to be constructed on the lot burdened including all ancillary pipes, litter baskets, sand layers, walls, grates, and other surfaces designed to control nutrients located on that part of the burdened lot.

“Proprietor” includes the registered Proprietor of the burdened lot from time to time and all heirs, executors, assigns, mortgagee in possession, successors in title to the burdened lot and where there are two or more registered Proprietors of the burdened lot the terms of this Positive Covenant shall bind all those registered Proprietors jointly and severally.

Plan: Plan of Subdivision of Lot 16 in DP 1278734, covered by
Subdivision Certificate No:
dated:

“Council” means the Central Coast Council or its successor.

5. Terms of Restriction on the Use of Land seventhly referred to in the abovementioned plan.

All areas included in the Vegetation Filter Strip approved by Council's ecologist under Condition 2.8 of Development Consent DA 55881/2019 must be established pursuant to Section 88B/88E of the Conveyancing Act 1919 (NSW).

- The vegetation filter strip is not to be removed or modified, including for bushfire asset protection purposes without the consent of Central Coast Council
- The stockpiling of materials or equipment is prohibited

6. Terms of Positive Covenant eighthly referred to in the abovementioned plan.

All areas included in the Vegetation Filter Strip approved by Council's ecologist under Condition 2.8 of Development Consent DA 55881/2019 must be established pursuant to Section 88B/88E of the Conveyancing Act 1919 (NSW).

- The weeds being continually suppressed and destroyed, and the Vegetation Filter Strip is to be maintained in line with the Council approved Vegetation Filter Strip Plan

6.1. DEFINITIONS AND INTERPRETATIONS

Definitions

In this Covenant, unless otherwise indicated by the context:

“**Vegetation Management Plan**” means the Vegetation Management Plan prepared by dated....., a copy of which is held by Council.

“**Claims**” means all or any claims, proceedings, actions, rights of action, liabilities, suits, notices, fines and demands.

“**Council**” is the Central Coast Council.

“**Expenses**” includes:

- (a) any reasonable expense incurred by Council in exercising its powers under this Positive Covenant. Such expenses include wages for council employees, agents or contractors in reviewing or approving any proposed work, effecting any work and supervising any work together with the costs for the use of machinery, tools and equipment in conjunction with such work; and
- (b) reasonable legal costs on an indemnity basis.

“**Land**” means the Torrens Title specified on the front page of the Positive Covenant known as Lots 1, 2 & 3

Plan: Plan of Subdivision of Lot 16 in DP 1278734, covered by
Subdivision Certificate No:
dated:

“Loss” means any loss, damages, remedies, liabilities, expense, fines, penalties and costs (including legal costs on a full indemnity basis).

“Registered Proprietor” means the Registered Proprietor specified on the front page of the Positive Covenant and includes the registered proprietors from time to time of the Land.

“Works” means any actions required to implement the Vegetation Management Plan

6.1.1. Interpretation

In this Positive Covenant, unless otherwise indicated by the context:

- (a) words importing the singular include the plural and vice versa;
- (b) headings are for convenience only and do not affect interpretation of this Positive Covenant;
- (c) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Positive Covenant;
- (d) “including” and similar expressions are not words of limitation;
- (e) where any word or phrase is given a definite meaning in this Positive Covenant, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (f) an expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;
- (g) a reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements thereof;
- (h) a reference to a party to a document includes that party’s legal personal representatives, successors and permitted assigns;
- (i) a covenant or agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally;
- (j) a reference to a body, whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions; and
- (k) no rule of construction applies to the disadvantage of one party on the basis this Positive Covenant was put forward by that party; and

6.1.2. No restriction on Council’s powers

This Positive Covenant or anything done under this Positive Covenant:

Plan: Plan of Subdivision of Lot 16 in DP 1278734, covered by
Subdivision Certificate No:
dated:

- (a) is not to be taken as approval or consent by Council as a regulatory authority; and
- (b) does not in any way inhibit, deter or prejudice Council in the proper exercise of its functions, duties or powers, pursuant to any legislation including the Environmental Planning and Assessment Act 1979, the Roads Act 1993 and the Local Government Act 1993.

6.2. VEGETATION MANAGEMENT PLAN

- (a) The Registered Proprietor must implement the Vegetation Management Plan including undertaking the Works.
- (b) The Registered Proprietor must monitor the Land, as required by the Vegetation Management Plan including reporting to Council by

6.3. ENFORCEMENT BY COUNCIL

6.3.1. Inspection

Council may on reasonable notice to the Registered Proprietor enter the Land to inspect the Vegetation on the Land.

6.3.2. Notice

Council may at any time, by written notice to the Registered Proprietor require the Registered Proprietor to attend to any matter required by this Positive Covenant including undertaking Works and reporting to Council (Compliance Notice). The Registered Proprietor must promptly comply with the Compliance Notice at the cost and risk of the Registered Proprietor.

6.3.3. Rectification

If the Registered Proprietor fails to comply with the terms of any Compliance Notice, the Council or any person authorised by the Council may enter and remain on the Land and remedy any failure by the Registered Proprietor to observe its obligations under this Positive Covenant.

6.3.4. Recovery of Expenses

The Registered Proprietor must pay Council all Expenses reasonably incurred by Council in inspecting the Land, issuing any Compliance Notice or taking any action including undertaking Works to remedy any failure by the Registered Proprietor to properly perform the requirements of any Compliance Notice or otherwise observe its obligations under this Positive Covenant.

6.4. RISK, RELEASE AND INDEMNITY

6.4.1. Registered Proprietor's Risk

The Registered Proprietor acknowledges and agrees that the Registered Proprietor and its contractors, employees, agents, invitees, licensees, lessees and other persons on the Land will traverse or use the Works at their own risk.

Plan: Plan of Subdivision of Lot 16 in DP 1278734, covered by
Subdivision Certificate No:
dated:

6.4.2. Release of Council

The Registered Proprietor cannot make a Claim against Council and release Council from and indemnifies it against all Claims for breach of statutory duty, Loss, injury or death in respect of or arising from:

- i. any fault in the construction or state of repair of the Works;
- ii. any defect in the Works;
- iii. any failure by the Registered Proprietor to properly maintain the Works;
- iv. any damage or injury to any person on or about the Works (except to the extent caused by Council's negligent or wrongful act or omission).

7. Terms of Restriction on the Use of Land ninthly referred to in the abovementioned plan.

No dwelling house or structure shall be erected on the lots hereby burdened unless the finished floor level of any habitable rooms achieve a level of at least 0.5 metres above the 1% Annual Exceedance Probability flood level.

8. Terms of Restriction on the Use of Land tenthly referred to in the abovementioned plan.

No direct vehicular access shall be permitted to or from the lot hereby burdened onto The Entrance Road and Avoca Drive.

NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE VARY OR MODIFY THE ENCUMBRANCES REFERRED TO IN THE ABOVEMENTIONED PLAN:

Central Coast Council

Plan: Plan of Subdivision of Lot 16 in DP 1278734, covered by
Subdivision Certificate No:
dated:

**Executed by Miles Properties Pty Ltd as owner of
Lot 16 DP 1278734
(Formerly Lot 1 DP 535379, Lot 1 DP 625529 and Lots 3 & 4 DP 22264)**

EXECUTED by **MILES PROPERTIES PTY**)
Ltd (ACN 091 255 766) pursuant to Section)
127 of the Corporations Act 2001 (Cth) by:)

.....
Signature of authorised person

.....
Print name of authorised person

.....
Office held

.....
Signature of authorised person

.....
Print name of authorised person

.....
Office held

**Executed by National Australia Bank Limited as mortgagee of
Lot 16 DP 1278734
(Formerly Lot 1 DP 535379, Lot 1 DP 625529 and Lots 3 & 4 DP 22264)**

Plan: Plan of Subdivision of Lot 16 in DP 1278734, covered by
Subdivision Certificate No:
dated:

Central Coast Council by its authorised delegate pursuant to S.377 of the Local Government Act
1993

Signature of Witness.....

Name of Witness

Address of Witness

.....

Signature of Authorised Officer

Name of Authorised Officer

Position of Authorised Officer

STAGE 1A SUBDIVISION
CREATING LOTS 11 & 12

- NOTES:**
1. THE BEARINGS SHOWN FOR BOUNDARIES ON THIS DRAWING HAVE BEEN TAKEN FROM DEPOSITED PLANS ON PUBLIC RECORD WITH NSW LAND REGISTRY SERVICES. IF ACCURATE GRID/TRUE NORTH IS REQUIRED FOR CRITICAL SUN SHADOW DIAGRAM PURPOSES FURTHER SURVEY MAY BE REQUIRED.
 2. BEARINGS & DISTANCES ARE BY TITLE ONLY. NO BOUNDARY INVESTIGATION HAS BEEN CARRIED OUT.
 3. THIS PLAN HAS BEEN PREPARED FOR THE PURPOSE OF INFORMATION ONLY AND SHOULD NOT BE USED FOR ANYTHING OTHER THAN THAT PURPOSE.

PROPOSED EASEMENTS:

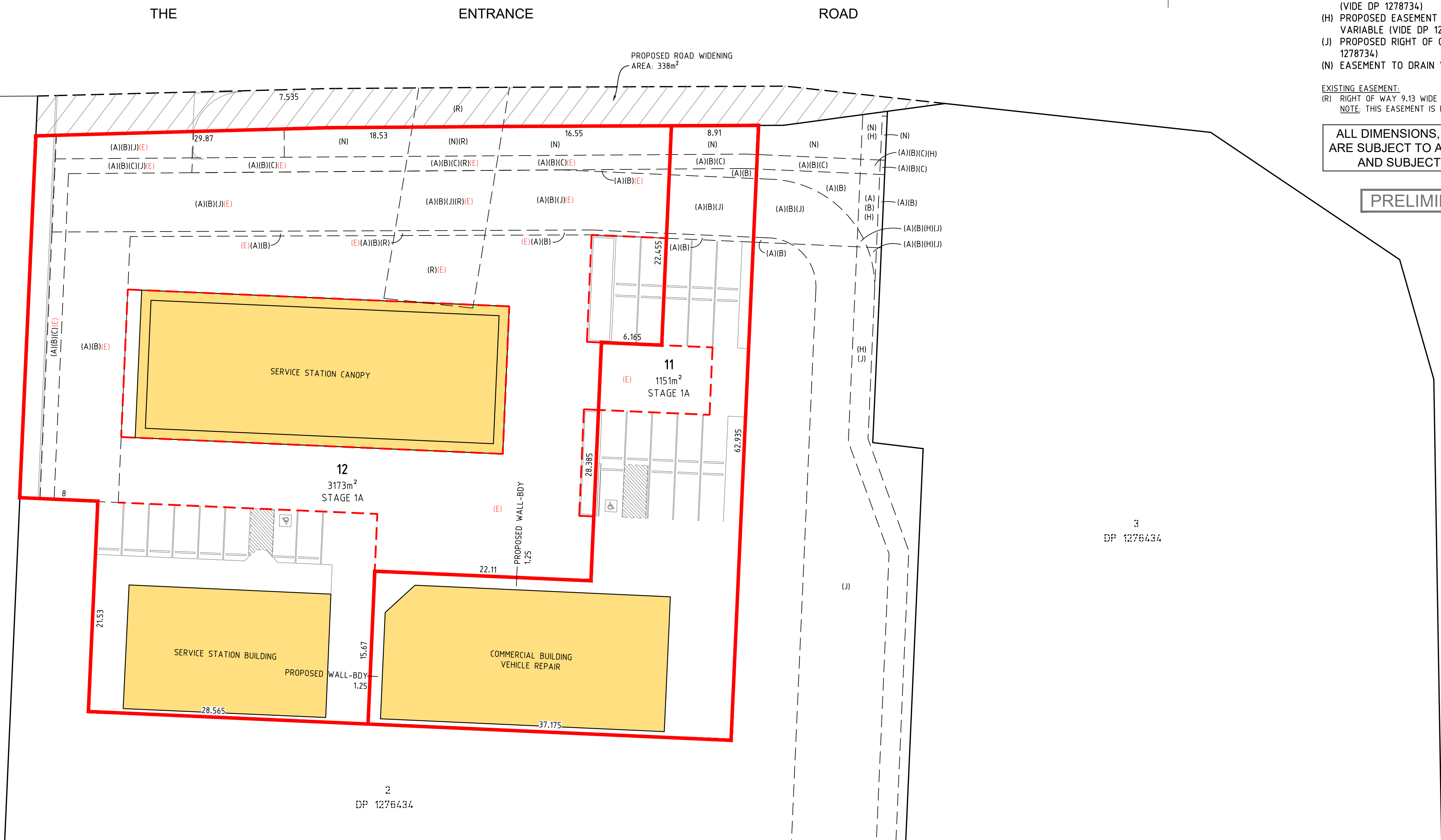
- (A) EASEMENT FOR SERVICES 6, 6.7, 8 WIDE & VARIABLE (VIDE DP 1276434)
- (B) RIGHT OF WAY 6, 6.7, 8 WIDE & VARIABLE (VIDE DP 1276434)
- (C) EASEMENT TO DRAIN WATER VARIABLE WIDTH (VIDE DP 1276434)
- (D) EASEMENT TO DRAIN SEWAGE 3 WIDE (VIDE DP 1276434)
- (E) RIGHT OF WAY 6 WIDE & VARIABLE
- (F) EASEMENT FOR SERVICES VARIABLE WIDTH (OVER ENTIRETY OF LOTS 11 & 12 RECIPROCALLY)
- (G) PROPOSED EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (VIDE DP 1278734)
- (H) PROPOSED EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 WIDE & VARIABLE (VIDE DP 1278734)
- (J) PROPOSED RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE (VIDE DP 1278734)
- (N) EASEMENT TO DRAIN WATER VARIABLE WIDTH

EXISTING EASEMENT:

(R) RIGHT OF WAY 9.13 WIDE (VIDE J53849)
NOTE: THIS EASEMENT IS INTENDED TO BE RELEASED

ALL DIMENSIONS, AREAS & EASEMENTS
ARE SUBJECT TO AUTHORITY APPROVALS
AND SUBJECT TO FINAL SURVEY

PRELIMINARY ONLY



VER	BY	AMENDMENTS	DATE
G	M.W.	CONSOLIDATE DRAWINGS	18.03.21
H	M.W.	NEW SHEET FOR STAGE 1A	20.07.21
J	M.W.	ADDED DETAILS & EASEMENTS	21.10.21
K	M.W.	PROPOSED LOT BOUNDARIES ADJUSTED FOR BUILDING AWNING	27.10.21
L	M.W.	ADDED EASEMENT (N)	10.11.21
M			
N			

CLIENT:
STEVENS HOLDINGS PTY LTD
PO BOX 3171
ERINA
NSW, 2250

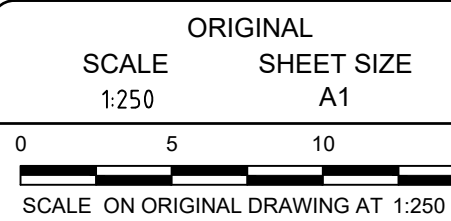


Beveridge Williams
Land Development Consultants
Registered Surveyors

Central Coast (02) 4351 2233 www.beveridgewilliams.com.au

DETAILS:

PLAN OF PROPOSED SUBDIVISION OVER
LOT 1 DP 1276434
THE ENTRANCE ROAD
ERINA



SURVEYOR:	-
DRAWN:	M.W.
CHECKED:	R.P.
SURVEY DATE:	-
CAD REFERENCE:	1901431SA01L

SHEET 1 OF 1

PROJECT No.	1901431
DRAWING REF.	SA01
VERSION	L

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: right;">Office Use Only</p>
<p>PLAN OF SUBDIVISION OF LOT 1 IN DP 1276434</p>	<p>LGA: CENTRAL COAST</p> <p>Locality: ERINA</p> <p>Parish: KINCUMBER</p> <p>County: NORTHUMBERLAND</p>
<p style="text-align: center;">Survey Certificate</p> <p>I, <u>ROBERT G POLSON</u> <u>BEVERIDGE WILLIAMS</u> of <u>PO BOX 3205 TUGGERAH NSW 2259</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding**) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: ...'X'...'Y'.....</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: <u>1841</u>..... Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p>
<p>Plans used in the preparation of survey/compilation:</p> <p>DP 535379, DP 625529, DP 22264, DP 600684, DP 221102, DP 875540, DP 1240791, DP 746595, DP 1077453, DP 505205, DP 43436, DP 601263, DP 601263, DP 561508, DP 43436, DP 505205, DP 1278734 & DP 1276434</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p>
<p>Surveyor's Reference: 1901431-DP-001A-SA01J-STAGE 1A</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

Office Use Only Registered:	Office Use Only
PLAN OF SUBDIVISION OF LOT 1 IN DP 1276434	
Subdivision Certificate number: Date of Endorsement:	This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

STREET ADDRESSES NOT AVAILABLE AT THIS TIME

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

1. RIGHT OF WAY 6 WIDE & VARIABLE (E)
2. EASEMENT FOR SERVICES VARIABLE WIDTH (F)

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered:**PLAN OF SUBDIVISION OF**
LOT 1 IN DP 1276434

Subdivision Certificate number:

Date of Endorsement:

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

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

Executed by Miles Properties Pty Ltd as owner of**Lot 1 DP 1276434****(Formerly Lot 1 DP 535379, Lot 1 DP 625529 and Lots 3 & 4 DP 22264)**

EXECUTED by **MILES PROPERTIES PTY**)
LTD (ACN 091 255 766) pursuant to Section)
127 of the Corporations Act 2001 (Cth) by:)

.....
Signature of authorised person.....
Signature of authorised person.....
Print name of authorised person.....
Print name of authorised person.....
Office held.....
Office held**Executed by National Australia Bank Limited as mortgagee of****Lot 1 DP 1276434****(Formerly Lot 1 DP 535379, Lot 1 DP 625529 and Lots 3 & 4 DP 22264)**

If space is insufficient use additional annexure sheet

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

(Sheet 1 of 4 Sheets)

Plan: Plan of Subdivision of Lot 1 in DP 1276434, covered by
Subdivision Certificate No:
dated:

Full name and address of the
owner of the land:

Miles Properties Pty Ltd
(ACN 091 255 766)
PO Box 3171
Erina NSW 2250

Full name and address of the
mortgagee of the land:

National Australia Bank Limited
300 Elizabeth Street
Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	RIGHT OF WAY 6 WIDE & VARIABLE (E)	11 12	12 11
2.	EASEMENT FOR SERVICES VARIABLE WIDTH – (WHOLE OF LOT) (F)	11 12	12 11

Part 2 (Terms)

1. Terms of Right of Way 6 wide & variable (E) firstly referred to in the abovementioned plan.

RIGHT OF WAY

Use of the easement

The proprietor of the lot benefited and every person or authority authorised by that proprietor may pass, along the site of the right of way on foot, with animals and with vehicles for all purposes, to and from the lot benefited.

Conditions of use

- a) The costs involved in maintaining and repairing the site of the right of way shall be equally borne by the registered proprietors of Lots 11 & 12.

Plan: Plan of Subdivision of Lot 1 in DP 1276434, covered by
Subdivision Certificate No:
dated:

- b) For the purpose of the above clause, "maintain and repair" means to keep the surface of the site right of way, as near as possible, in its original condition so as to permit free and comfortable access by foot and by motor vehicle.

2. Terms of Easement for Services Variable Width (F) secondly referred to in the abovementioned plan.

EASEMENT FOR SERVICES

Use of the easement

The proprietor of the lot benefited and every person or authority authorised by that proprietor may:

- a) make, lay-out, construct, erect, install, carry, maintain, and/or use through, on and under the lot burdened any drains, pipes, conduits, wires, channels, or other equipment, materials or means appropriate or necessary to provide, and carry all or any of water, sewerage, gas, stormwater, electricity, television and telecommunication services to and from the said lot benefited;
- b) enter upon the lot burdened with any tools, implements, or machinery necessary for the purpose and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such equipment or any part thereof to such extent as may be necessary.

Conditions of use

The registered proprietor of the lot benefited and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the lot burdened and will restore without delay that surface as nearly as practicable to its previous condition.

**NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE VARY OR MODIFY
THE ENCUMBRANCES FIRSTLY AND SECONDLY REFERRED TO IN THE
ABOVEMENTIONED PLAN:**

Central Coast Council

Plan: Plan of Subdivision of Lot 1 in DP 1276434, covered by
Subdivision Certificate No:
dated:

**Executed by Miles Properties Pty Ltd as owner of
Lot 1 DP 1276434
(Formerly Lot 1 DP 535379, Lot 1 DP 625529 and Lots 3 & 4 DP 22264)**

EXECUTED by **MILES PROPERTIES PTY**)
Ltd (ACN 091 255 766) pursuant to Section)
127 of the Corporations Act 2001 (Cth) by:)

.....
Signature of authorised person

.....
Print name of authorised person

.....
Office held

.....
Signature of authorised person

.....
Print name of authorised person

.....
Office held

**Executed by National Australia Bank Limited as mortgagee of
Lot 1 DP 1276434
(Formerly Lot 1 DP 535379, Lot 1 DP 625529 and Lots 3 & 4 DP 22264)**

Plan: Plan of Subdivision of Lot 1 in DP 1276434, covered by
Subdivision Certificate No:
dated:

Central Coast Council by its authorised delegate pursuant to S.377 of the Local Government Act
1993

Signature of Witness.....

Name of Witness

Address of Witness

.....

Signature of Authorised Officer

Name of Authorised Officer

Position of Authorised Officer

STAGE 2 SUBDIVISION
CREATING LOTS 21 & 22

ALL DIMENSIONS, AREAS & EASEMENTS ARE
SUBJECT TO AUTHORITY APPROVALS AND SUBJECT
TO FINAL SURVEY

PRELIMINARY ONLY

- (A) EASEMENT FOR SERVICES 6, 6.7, 8 WIDE & VARIABLE (VIDE DP 1276434)
(B) RIGHT OF WAY 6, 6.7, 8 WIDE & VARIABLE (VIDE DP 1276434)
(C) EASEMENT TO DRAIN WATER VARIABLE WIDTH (VIDE DP 1276434)
(D) EASEMENT TO DRAIN SEWAGE 3 WIDE (VIDE DP 1276434)
(N) EASEMENT TO DRAIN WATER VARIABLE WIDTH (VIDE DP 1276434)
- (G) PROPOSED EASMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (VIDE DP 1278734)
(H) PROPOSED EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 WIDE & VARIABLE (VIDE DP 1278734)
(J) PROPOSED RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE (VIDE DP 1278734)
(K) EASEMENT FOR SERVICES 6, 6.7, 8 WIDE & VARIABLE
(L) RIGHT OF WAY 6, 6.7, 8 WIDE & VARIABLE
(M) EASEMENT TO DRAIN WATER VARIABLE WIDTH

SHORT LINE TABLE		
NUMBER	BEARING	DISTANCE
1	96°22'10"	29.63
2	97°25'30"	18.575
3	97°36'55"	28.235
4	104°02'25"	16.415
5	96°22'10"	29.87
6	97°25'30"	18.53
7	97°36'55"	25.465
8	277°36'55"	2.54
9	90°09'40"	10.72
10	90°09'40"	5.955

COORDINATE SCHEDULE						
MARK	MGA COORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
PM 21287	348 780.755	6 298 834.852	B	N/A	FROM SCIMS	FOUND
SSM 43514	348 593	6 299 051	U	N/A	FROM SCIMS	FOUND
SSM 43515	348 824.509	6 299 018.263	B	N/A	FROM SCIMS	FOUND
SSM 48113	348 825.304	6 298 668.894	B	N/A	FROM SCIMS	FOUND
SSM 59679	349 084.635	6 298 932.739	B	N/A	FROM SCIMS	FOUND
SSM 136415	348 791.4	6 298 814.2	U	N/A	TRAVERSE	FOUND
DATE OF SCIMS COORDINATES: 19-04-2021 MGA ZONE: 56 MGA DATUM: GDA2020						
COMBINED SCALE FACTOR: 0.999877						

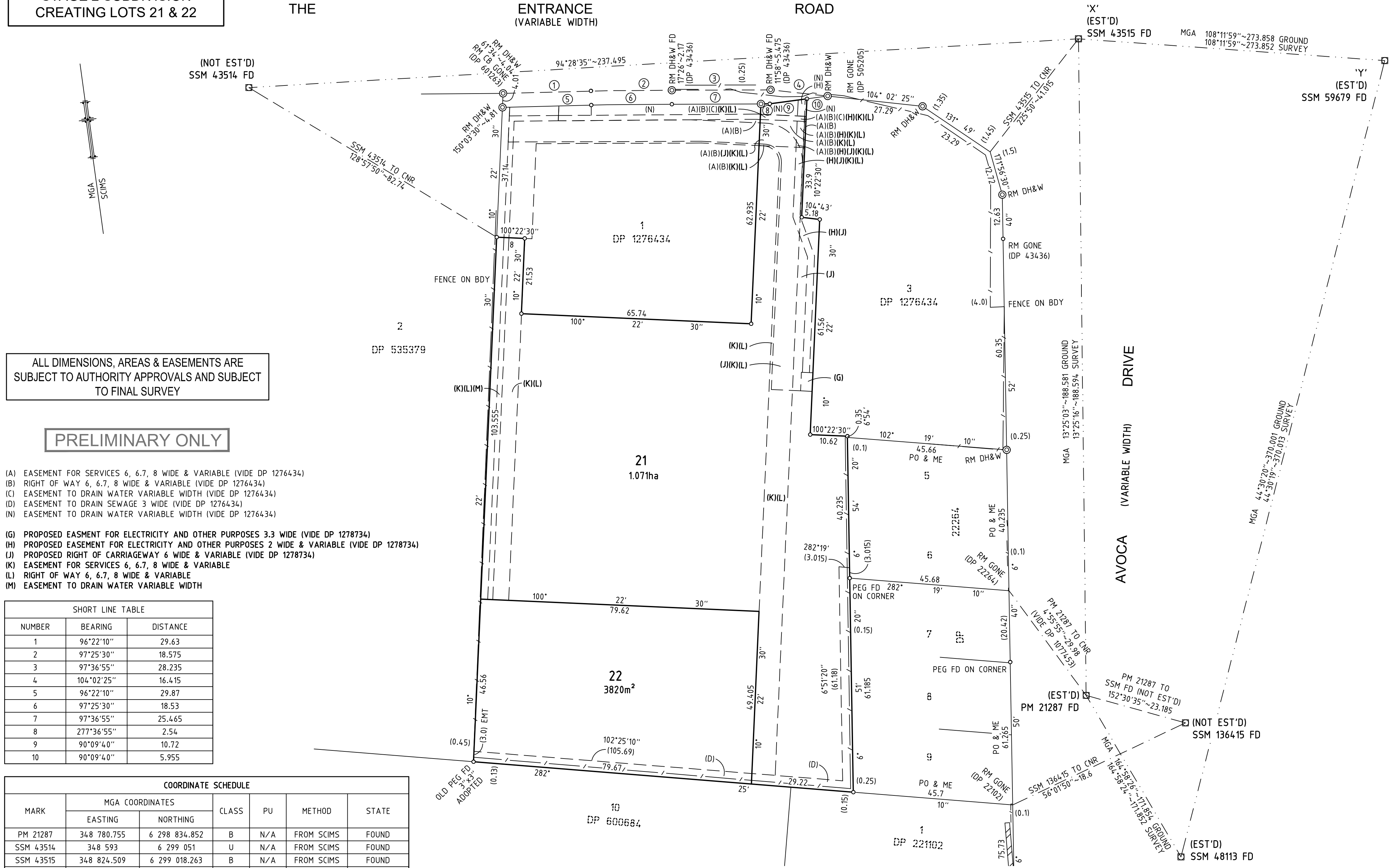
SURVEYOR:
Name: ROBERT GORDON POLSON
Date: 21/10/2021
Reference: 19014.31-DP-002-B(STAGE 2)

PLAN HEADING
PLAN OF SUBDIVISION OF
LOT 2 DP 1276434

LGA: CENTRAL COAST
Locality: ERINA
Reduction Ratio: 1: 700
Lengths are in metres

REGISTERED

PPN DP 1278847



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: right;">Office Use Only</p>
<p>PLAN OF SUBDIVISION OF LOT 2 DP 1276434</p>	<p>LGA: CENTRAL COAST</p> <p>Locality: ERINA</p> <p>Parish: KINCUMBER</p> <p>County: NORTHUMBERLAND</p>
<p style="text-align: center;">Survey Certificate</p> <p>I, <u>ROBERT G POLSON</u> <u>BEVERIDGE WILLIAMS</u> of <u>PO BOX 3205 TUGGERAH NSW 2259</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding**) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: <u>...X'...Y'</u></p> <p>Type: <u>*Urban/*Rural</u></p> <p>The terrain is <u>*Level-Undulating / *Steep-Mountainous</u>.</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: <u>1841</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p>
<p>Plans used in the preparation of survey/compilation:</p> <p>DP 535379, DP 625529, DP 22264, DP 600684, DP 221102, DP 875540, DP 1240791, DP 746595, DP 1077453, DP 505205, DP 43436, DP 601263, DP 601263, DP 561508, DP 43436, DP 505205, DP 1278734 & DP 1276434</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p>
<p>Surveyor's Reference: 1901431-DP-002-A-STAGE 2 (PPN DP 1278847)</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

Office Use Only

Office Use Only

Registered:**PLAN OF SUBDIVISION OF
LOT 2 DP 1276434**

Subdivision Certificate number:

Date of Endorsement:

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

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

CLAUSE 60(c) OF THE SURVEYING & SPATIAL INFORMATION REGULATION, 2017

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
21		THE ENTRANCE	ROAD	ERINA
22		THE ENTRANCE	ROAD	ERINA

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

1. EASEMENT FOR SERVICES 6, 6.7, 8 WIDE & VARIABLE (K)
2. RIGHT OF WAY 6, 6.7, 8 WIDE & VARIABLE (L)
3. EASEMENT TO DRAIN WATER VARIABLE WIDTH (M)
4. RESTRICTION ON THE USE OF LAND
5. POSITIVE COVENANT
6. RESTRICTION ON THE USE OF LAND

If space is insufficient use additional annexure sheet

Office Use Only	Office Use Only
Registered:	
PLAN OF SUBDIVISION OF LOT 2 DP 1276434	
Subdivision Certificate number:	This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Date of Endorsement:	

Executed by Miles Properties Pty Ltd as owner of
Lot 2 DP 1276434
(Formerly Lot 1 DP 535379, Lot 1 DP 625529 and Lots 3 & 4 DP 22264)

EXECUTED by **MILES PROPERTIES PTY**)
LTD (ACN 091 255 766) pursuant to Section)
127 of the Corporations Act 2001 (Cth) by:)

.....
Signature of authorised person

.....
Signature of authorised person

.....
Print name of authorised person

.....
Print name of authorised person

.....
Office held

.....
Office held

Executed by National Australia Bank Limited as mortgagee of
Lot 2 DP 1276434
(Formerly Lot 1 DP 535379, Lot 1 DP 625529 and Lots 3 & 4 DP 22264)

If space is insufficient use additional annexure sheet

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

(Sheet 1 of 8 Sheets)

Plan: Plan of Subdivision of Lot 16 in DP 1278734, covered by
Subdivision Certificate No:
dated:

Full name and address of the
owner of the land:

Miles Properties Pty Ltd
(ACN 091 255 766)
PO Box 3171
Erina NSW 2250

Full name and address of the
mortgagee of the land:

National Australia Bank Limited
300 Elizabeth Street
Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for Services 6, 6.7, 8 wide & Variable (K)	21	22
2.	Right of Way 6, 6.7, 8 wide & Variable (L)	21	22
3.	Easement to Drain Water variable width (M)	21	22
4.	Restriction on the Use of Land	Each Lot	Central Coast Council
5.	Positive Covenant	Each Lot	Central Coast Council
6.	Restriction on the Use of Land	Each Lot	Central Coast Council

Plan: Plan of Subdivision of Lot 16 in DP 1278734, covered by
Subdivision Certificate No:
dated:

Part 2 (Terms)

1. Terms of Easement for Services 6, 6.7, 8 wide & variable (K) firstly referred to in the abovementioned plan.

EASEMENT FOR SERVICES

Use of the easement

The proprietor of the lot benefited and every person or authority authorised by that proprietor may:

- a) make, lay-out, construct, erect, install, carry, maintain, and/or use through, on and under the lot burdened any drains, pipes, conduits, wires, channels, or other equipment, materials or means appropriate or necessary to provide, and carry all or any of water, sewerage, gas, stormwater, electricity, television and telecommunication services to and from the said lot benefited;
- b) enter upon the lot burdened with any tools, implements, or machinery necessary for the purpose and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such equipment or any part thereof to such extent as may be necessary.

Conditions of use

The registered proprietor of the lot benefited and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the lot burdened and will restore without delay that surface as nearly as practicable to its previous condition.

2. Terms of Right of Way 6, 6.7, 8 wide & variable (L) secondly referred to in the abovementioned plan.

RIGHT OF WAY

Use of the easement

The proprietor of the lot benefited and every person or authority authorised by that proprietor may pass, along the site of the right of way on foot, with animals and with vehicles for all purposes, to and from the lot benefited.

Conditions of use

- a) The costs involved in maintaining and repairing the site of the right of way shall be equally borne by the registered proprietors of Lots 21 & 22.
- b) For the purpose of the above clause, "maintain and repair" means to keep the surface of the site right of way, as near as possible, in its original condition so as to permit free and comfortable access by foot and by motor vehicle.

Plan: Plan of Subdivision of Lot 16 in DP 1278734, covered by
Subdivision Certificate No:
dated:

3. Terms of Restriction on the Use of Land fourthly referred to in the abovementioned plan.

3.1. The Proprietor of the land hereby burdened shall in respect of the land hereby burdened identified as the "Nutrient Control System":

- a) Not allow any obstruction or interference of any kind to be erected, placed, created or performed so as to inhibit the flow of water to and from the System;
- b) Except in accordance with the written approval of the Council not allow any building, erection, or structure to be constructed or allowed to remain constructed or placed on the System;
- c) Not carry out or allow to be carried out any alterations to the System including grates, pipes, or any other materials or elements thereof outside those normally required for the formation, maintenance and proper function of the System.

3.2. Unless inconsistent with the context words used in this restriction have the same meaning as those ascribed to them in the Positive Covenant firstly referred to in the abovementioned plan.

3.3. The Proprietor of the land hereby burdened shall in respect of the land hereby burdened identified as "Stormwater Drainage Detention System":

- a) not allow any obstruction or interference of any kind to be erected, placed, created or performed so as to inhibit the flow of water to and from the System;
- b) except in accordance with the written approval of the Council not allow any building, erection or structure to be constructed or allowed to remain constructed or placed on the System;
- c) not carry out or allow to be carried out any change of land profile or earthworks on the System;
- d) not carry out or allow to be carried out any alterations to the System including surface levels, controlled outflows, grates, pipes, orifice plate, mesh screen, or any other materials or elements thereof outside those normally required for the formation, maintenance and proper function of the System.

3.4. Unless inconsistent with the context words used in this restriction have the same meaning as those ascribed to them in the Positive Covenant fifthly referred to in the abovementioned plan.

4. Terms of Positive Covenant fifthly referred to in the abovementioned plan.

4.1. The Proprietor of the land hereby burdened shall at all times in respect of the land hereby burdened which contains a "Nutrient Control System" in respect of any other part of the land hereby burdened on which any part of the System is constructed or located:

- a) cause and permit stormwater to be filtered by the System;

Plan:

Plan of Subdivision of Lot 16 in DP 1278734, covered by
Subdivision Certificate No:
dated:

- b) regularly keep the System clean and free from grass clippings, silt, rubbish, debris and the like;
- c) maintain the System to ensure a maximum outflow from the System
- d) ensure that the System at all times includes an overflow to direct any excess flow to the downstream drainage System;
- e) maintain, repair and replace the System or any part of it due to deterioration or damage without delay so that it functions in a safe and efficient manner;
- f) comply with the terms of any written notice issued by the Council in respect of the requirements of this Positive Covenant within the time stated in the notice;
- g) permit the Council to enter upon the burdened lot or any part of it with all necessary materials and equipment at all reasonable times and on a reasonable notice (but at any time and without notice in the case of an emergency):
 - (i) to view the state of repair of the System;
 - (ii) to ascertain whether or not there has been any breach of the terms of this Positive Covenant;
 - (iii) to execute works on the burdened lot for compliance with the requirements of this Positive Covenant;
- h) indemnify and keep indemnified the Council from and against all claims, demands, actions, suits, causes of action, sum or sums of money, compensation, damages, costs and expenses which the Council or any other person may suffer as a result of any malfunction or non-operation of the System and any failure of the Proprietor to comply with the terms of this Positive Covenant.

4.2. The Council shall have the following additional powers;

- a) In the event that the Proprietor fails to comply with the terms of any written notice issued by the Council as set out above or in the event of any emergency, the Council or its authorised agent may enter the burdened lot with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency) and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in 4.1(f) above or to alleviate the emergency.
- b) The Council may recover from the Proprietor as liquidated debt in a court of competent jurisdiction:
 - (i) any expense reasonably incurred by it in exercising its powers under sub-paragraph (a) hereof;
 - (ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Conveyancing Act 1919 providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

Plan: Plan of Subdivision of Lot 16 in DP 1278734, covered by
Subdivision Certificate No:
dated:

4.3. In Clause 4.1 and 4.2, unless inconsistent with the context:

“System” means in relation to the lot burdened the nutrient control System constructed or to be constructed on the lot burdened including all ancillary pipes, litter baskets, sand layers, walls, grates, and other surfaces designed to control nutrients located on that part of the burdened lot.

“Proprietor” includes the registered Proprietor of the burdened lot from time to time and all heirs, executors, assigns, mortgagee in possession, successors in title to the burdened lot and where there are two or more registered Proprietors of the burdened lot the terms of this Positive Covenant shall bind all those registered Proprietors jointly and severally.

“Council” means the Central Coast Council or its successor.

4.4. The Proprietor of the land hereby burdened shall at all times in respect of the land hereby burdened identified on the abovementioned plan which contains a “Stormwater Drainage Detention System” and in respect of any other part of the land hereby burdened on which any part of the System is constructed or located:

- a) cause and permit stormwater to be temporarily detained by the System;
- b) regularly keep the System clean and free from grass clippings, silt, rubbish, debris and the like;
- c) maintain the System to ensure a maximum outflow from the System and a minimum pondage in accordance with plans duly approved by Council;
- d) ensure that the System at all times includes an overflow to direct any excess flow to the downstream drainage System;
- e) maintain, repair and replace the System or any part of it due to deterioration or damage without delay so that it functions in a safe and efficient manner;
- f) comply with the terms of any written notice issued by the Council in respect of the requirements of this Positive Covenant within the time stated in the notice;
- g) permit the Council to enter upon the burdened lot or any part of it with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of any emergency):
 - i) to view the state of repair of the System;
 - ii) to ascertain whether or not there has been any breach of the terms of this Positive Covenant;
 - iii) to execute works on the burdened lot for compliance with the requirements of this Positive Covenant;
- h) indemnify and keep indemnified the Council from and against all claims, demands, actions, suits, causes of action, sum or sums of money, compensation, damages, costs and expenses which the Council or any other person may suffer as a result of any malfunction or non-operation of the System or any failure of the Proprietor, to comply with the terms of this Positive Covenant.

Plan: Plan of Subdivision of Lot 16 in DP 1278734, covered by
Subdivision Certificate No:
dated:

4.5. The Council shall have the following additional powers:

- a) In the event that the Proprietor fails to comply with the terms of any written notice issued by the Council as set out above or in the event of an emergency, the Council or its authorised agent may enter the burdened lot with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency) and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in Part 4.4(f) above or to alleviate the emergency.
- b) The Council may recover from the Proprietor as a liquidated debt in a court of competent jurisdiction:
 - i) any expense reasonably incurred by it in exercising its powers under subparagraph (a) hereof;
 - ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Conveyancing Act, 1919 or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

4.6. In Clause 4.4 and 4.5, unless inconsistent with the context:

“System” means in relation to the lot burdened the stormwater drainage detention basin or tank constructed or to be constructed on the lot burdened including all ancillary, gutters, downpipes, pipes, drains, orifice plates, trench barriers, walls, earth banks, kerbs, pits, grates, tanks, basins and other surfaces designed to temporarily detain and control stormwater located on that part of the burdened lot identified on the abovementioned plan as “stormwater drainage detention System or used as part of that System”.

“Proprietor” includes the registered Proprietor of the burdened lot from time to time and all heirs, executors, assigns, mortgagee in possession, successors in title to the burdened lot and where there are two or more registered Proprietors of the burdened lot the terms of this Positive Covenant shall bind all those registered Proprietors jointly and severally.

“Council” means the Central Coast Council or its successor.

5. Terms of Restriction on the Use of Land sixthly referred to in the abovementioned plan.

No dwelling house or structure shall be erected on the lots hereby burdened unless the finished floor level of any habitable rooms achieve a level of at least 0.5 metres above the 1% Annual Exceedance Probability flood level.

NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE VARY OR MODIFY THE ENCUMBRANCES REFERRED TO IN THE ABOVEMENTIONED PLAN:

Central Coast Council

Plan: Plan of Subdivision of Lot 16 in DP 1278734, covered by
Subdivision Certificate No:
dated:

**Executed by Miles Properties Pty Ltd as owner of
Lot 16 DP 1278734
(Formerly Lot 1 DP 535379, Lot 1 DP 625529 and Lots 3 & 4 DP 22264)**

EXECUTED by **MILES PROPERTIES PTY**)
Ltd (ACN 091 255 766) pursuant to Section)
127 of the Corporations Act 2001 (Cth) by:)

.....
Signature of authorised person

.....
Signature of authorised person

.....
Print name of authorised person

.....
Print name of authorised person

.....
Office held

.....
Office held

**Executed by National Australia Bank Limited as mortgagee of
Lot 16 DP 1278734
(Formerly Lot 1 DP 535379, Lot 1 DP 625529 and Lots 3 & 4 DP 22264)**

Plan: Plan of Subdivision of Lot 16 in DP 1278734, covered by
Subdivision Certificate No:
dated:

Central Coast Council by its authorised delegate pursuant to S.377 of the Local Government Act
1993

Signature of Witness

Name of Witness

Address of Witness

.....

Signature of Authorised Officer

Name of Authorised Officer

Position of Authorised Officer

ANNEXURE I

Strata Development Contract

Approved Form 8	Strata Development Contract	Sheet of.....sheets
Office Use Only		Office Use Only
Registered:		

Description of Development

The development scheme as provided for in this Strata Development Contract will be completed over two stages. Stage 1 of the development:

- is illustrated in the accompanying strata plan;
- will be completed upon registration of the plan;
- contains lots 1-48;
- upon registration of Stage 1 it is intended to create development lot 49.

The development scheme as provided for in this Strata Development Contract will conclude on the date specified being no more than 10 years after the day on which this Strata Development Contract is registered.

It is intended that each stage will contain warranted development, which the developer may be compelled to carry out, or authorised proposals, which the developer may not be compelled to carry out, as described in this Strata Development Contract.

1. The developer has the right to occupy the part of the common property described in order to carry out the proposed development.
2. Access and use of such parts of the common property as are considered necessary by the developer in order to complete the building and related works including (but not limited to) access and use of common property driveways and corridors, storm water connection, access for maintenance and defect rectification, access for miscellaneous testing and commission and defects completion.

The provisions of this Strata Development Contract incorporate and are subject to the covenants implied by section 81(1) and Schedule 3 *Strata Schemes Development Act 2015*.

Approved Form 8	Strata Development Contract	Sheet of.....sheets
Registered:	Office Use Only	Office Use Only

Warranted Development – proposed development subject to a warranty

Development that the developer is permitted to carry out and may be compelled to carry out.

THERE IS NO WARRANTED DEVELOPMENT

Authorised Proposals – proposed development not subject to a warranty

Development that the developer is permitted to carry out, but not compelled to carry out.

Each stage must be numbered consecutively beginning with Stage 2 (Stage 1 is the original plan).

(a) Description of Development

It is intended to construct up to a further 9 industrial units in stage 2.

(b) Common Property Amenities

No additional common property amenities to that provided in stage 1 are proposed.

(c) Schedule of Commencement and Completion

The developer does not warrant commencement and completion dates for stage 2.

(d) Schedule of Lots

The maximum numbers of lots proposed to be created in all stages is up to 58 lots.

(e) Working Hours

Construction will be carried out within the working hours permitted by the development consent for stage 1.

(f) Arrangements for Entry, Exit, Movement and Parking of Vehicles to, from and on the parcel during development and Permitted Uses of Common Property and Development Lots during development

The developer will have unlimited access to the development lot and the common property during the development for the purposes of carrying out the authorised proposals including:

- (i) the right to park vehicles at any time;
- (ii) the right to enter and exit the parcel; and
- (iii) the right to store materials and construction facilities.

(g) Landscaping

The landscaping proposed for this stage is as required in accordance with approvals issued by Central Coast Council.

(h) Schedule of Materials and Finishes

The materials and finishes to be used are as required in accordance with approvals issued by Central Coast Council.

Approved Form 8	Strata Development Contract	Sheet of.....sheets
Office Use Only		Office Use Only
Registered:		

(i) Vertical Staging

There is no vertical staging across the development.

(j) Contribution to Common Property Expenses

- (1) Pursuant to section 78(1) of the *Strata Schemes Development Act 2015*, the liability of the developer for expenses relating to the use or maintenance of the common property of the strata scheme will not be determined in accordance with unit entitlements.
- (2) The developer is only obliged to contribute to common property expenses for lots in each stage which are strata lots and built to a state of final completion and subdivided and retained in the ownership of the developer and then only in accordance with the schedule of unit entitlements. For the avoidance of doubt, the developer is not liable to contribute to the levies struck by the owners corporation for any lots held by the developer as development lots.
- (3) Pursuant to section 78(1) of the *Strata Schemes Development Act 2015*, this provision ceases to have any operation on registration of the strata plan of subdivision for the development lot.

(k) Proposed By-Laws, Management Agreements, Covenants, Easements or Dedications

- (1) The developer reserves the right to create additional by-laws in respect of each stage of the development.
- (2) Easements may be registered over the strata parcel to allow services to be provided to lots within the development and will detail the rights and obligations imposed on service providers to access the strata parcel.

Approved Form 8	Strata Development Contract	Sheet of.....sheets
Registered:	Office Use Only	Office Use Only

Concept Plan for Stagesubdivision of developments lot(s)

Provide plans and drawings on the concept plan sheet(s) illustrating separately the sites proposed for, and the nature of, the buildings and works that would result from the carrying out of all permitted development, and identifying which is warranted development, including:

- (a) the location of buildings proposed to be erected or retained on the parcel*
- (b) elevations and sections of those buildings and their external finishes and heights*
- (c) perspectives of those buildings*
- (d) the proposed finished levels of the land in relation to roads and those buildings*
- (e) any additional land that may be added to the scheme*
- (f) any vertical staging*

REFER TO STAGE 2 STRATA PLAN AND PROPOSED DEVELOPMENT PLANS FOR FURTHER DETAILS

Add as many sheets as required for the description of the development

Certificate of Planning Authority

*The Planning Authority (*insert name*)

*The Accredited Certifier (*insert name*) Accreditation No:

certifies that the carrying out of the permitted development described as 'warranted development' and 'authorised proposals' in this Strata Development Contract would not contravene:

- (i) The conditions of any relevant approval issued by a planning authority in respect of the strata parcel; or
- (ii) The provisions of any environmental planning instrument that was in force when the approval was granted except to the following extent (*indicate exception if applicable*)

.....
.....

Date:

Certificate Reference:

Signed by:

**Authorised Person/*General Manager/*Accredited Certifier*

Signature:

This is the certificate referred to in Section 75(2) Strata Schemes Development Act 2015

* Strike through inapplicable parts

Signatures, Consents, Approvals

Provided signatures/seals as required by section 79 Strata Schemes Development Act 2016

ANNEXURE J

Strata Documents

PROPOSED EASEMENTS

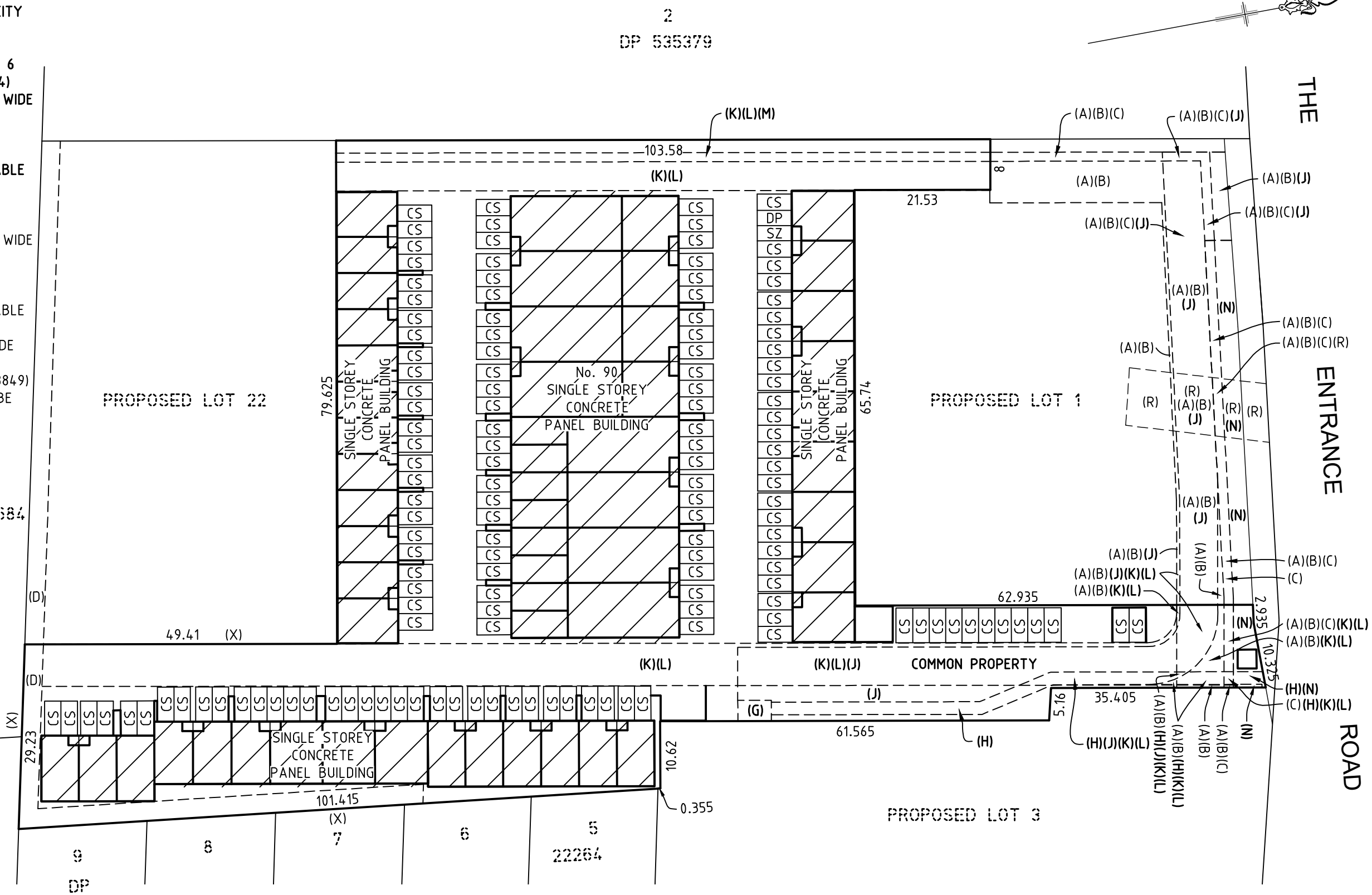
- (G) PROPOSED EASMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (VIDE DP 1278734)
- (H) PROPOSED EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 WIDE & VARIABLE (VIDE DP 1278734)
- (J) PROPOSED RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE (VIDE DP 1278734)
- (K) EASEMENT FOR SERVICES 6, 6.7, 8 WIDE & VARIABLE
- (L) RIGHT OF WAY 6, 6.7, 8 WIDE & VARIABLE
- (M) EASEMENT TO DRAIN WATER VARIABLE WIDTH

EXISTING EASEMENT:

- (A) EASEMENT FOR SERVICES 6, 6.7, 8 WIDE & VARIABLE (VIDE DP 1276434)
 - (B) RIGHT OF WAY 6, 6.7, 8 WIDE & VARIABLE (VIDE DP 1276434)
 - (C) EASEMENT TO DRAIN WATER VARIABLE WIDTH (VIDE DP 1276434)
 - (D) EASEMENT TO DRAIN SEWAGE 3 WIDE (VIDE DP 1276434)
 - (R) RIGHT OF WAY 9.13 WIDE (VIDE J53849)
- NOTE: THIS EASEMENT IS INTENDED TO BE RELEASED.
- (X) LOT BOUNDARY CONSISTENT WITH PARCEL BOUNDARY
- CS CAR SPACE 10
DP DISABLED ACCESS (CP) DP 600684
SZ SHARED ZONE (CP)

ALL DIMENSIONS, AREAS & EASEMENTS ARE SUBJECT TO AUTHORITY APPROVALS AND SUBJECT TO FINAL SURVEY

STAGE 2 - STRATA SUBDIVISION PLAN



PRELIMINARY ONLY

LOCATION PLAN

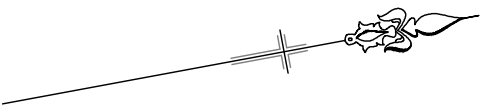
SURVEYOR:
Name: ROBERT GORDON POLSON
Date: 21/10/2021
Reference: 1901431-SP-002-C - STAGE 2

PLAN HEADING
STRATA PLAN OF SUBDIVISION OF
PROPOSED LOT 49 SP
THE ENTRANCE ROAD ERINA

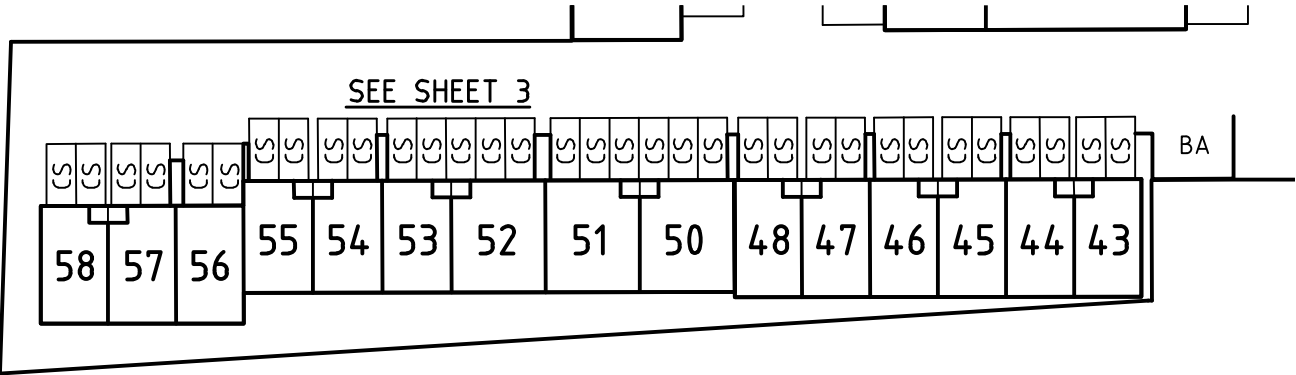
LGA: CENTRAL COAST
Locality: ERINA
Reduction Ratio: 1: 800
Lengths are in metres

REGISTERED

STAGE 2 - STRATA SUBDIVISION PLAN



CS CAR SPACE
DP DISABLED ACCESS (CP)
SZ SHARED ZONE (CP)
BA BIN AREA (CP)
CP COMMON PROPERTY



ALL DIMENSIONS, AREAS &
EASEMENTS ARE SUBJECT
TO AUTHORITY
APPROVALS AND SUBJECT
TO FINAL SURVEY

PRELIMINARY ONLY

GROUND FLOOR PLAN

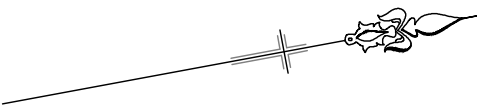
SURVEYOR:
Name: ROBERT GORDON POLSON
Date: 21/10/2021
Reference: 1901431-SP-002-C - STAGE 2

PLAN HEADING
STRATA PLAN OF SUBDIVISION OF
PROPOSED LOT 49 SP
THE ENTRANCE ROAD ERINA

LGA: CENTRAL COAST
Locality: ERINA
Reduction Ratio: 1: 800
Lengths are in metres

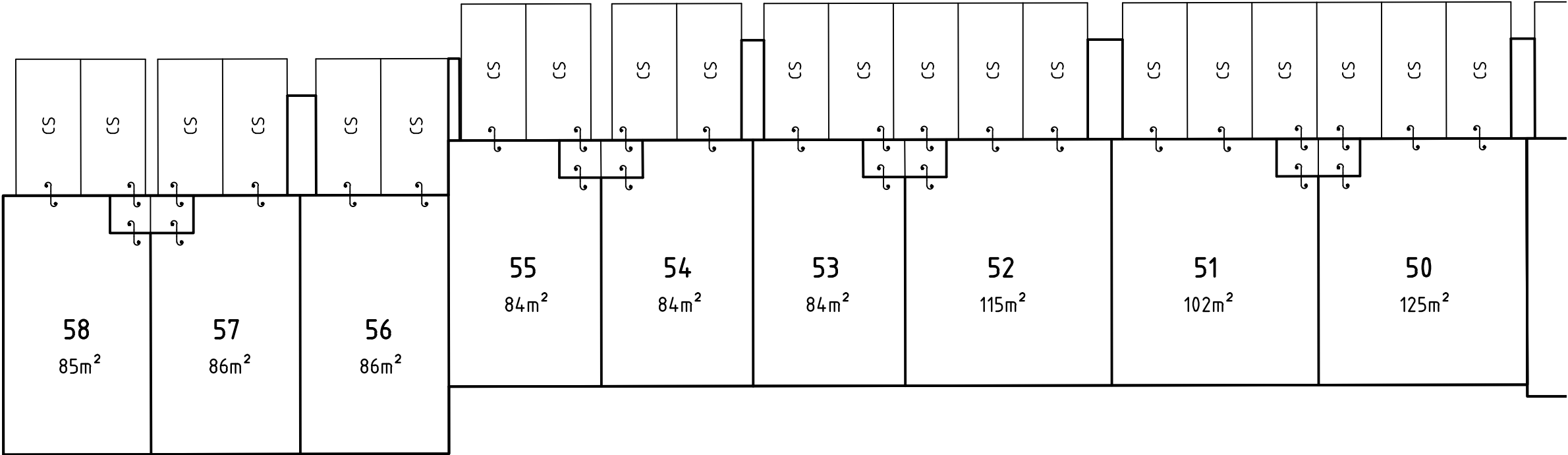
REGISTERED

STAGE 2 - STRATA SUBDIVISION PLAN



CS CAR SPACE
BA BIN AREA (CP)
CP COMMON PROPERTY

- NOTES:
- 1. ALL AREAS ARE APPROXIMATE
 - 2. THE CAR SPACES ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THEIR RESPECTIVE HARDSTAND FLOOR EXCEPT WHERE COVERED WITHIN THE HEIGHT LIMIT
 - 3. ALL MEZZANINES ARE PART OF THE LOT & NOT COMMON PROPERTY
 - 4. ANY SERVICE LINES WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY
 - 5. ALL COMMON SERVICE LINES ARE COMMON PROPERTY



ALL DIMENSIONS, AREAS & EASEMENTS ARE SUBJECT TO AUTHORITY APPROVALS AND SUBJECT TO FINAL SURVEY

PRELIMINARY ONLY

<div>SURVEYOR:</div> <div>Name: ROBERT GORDON POLSON</div> <div>Date: 21/10/2021</div> <div>Reference: 1901431-SP-002-C - STAGE 2</div>	<div>PLAN HEADING</div> <div>STRATA PLAN OF SUBDIVISION OF PROPOSED LOT 49 SP THE ENTRANCE ROAD ERINA</div>	<div>LGA: CENTRAL COAST</div> <div>Locality: ERINA</div> <div>Reduction Ratio: 1: 200</div> <div>Lengths are in metres</div>	<div>REGISTERED</div>	
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SP FORM 3.03	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Office Use Only		Office Use Only
Registered:		
STRATA PLAN OF SUBDIVISION OF LOT 49 SP	LGA: CENTRAL COAST Locality: ERINA Parish: KINCUMBER County: NORTHUMBERLAND	
This is *FREEHOLD/*LEASEHOLD Strata Scheme		
<p align="center">Surveyor's Certificate</p> <p>I, ROBERT G POLSON of BEVERIDGE WILLIAMS, P.O.BOX.3205.TUGGERAH.NSW.2259, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met.</p> <p>*The building encroaches on:</p> <p> *(a) a public place</p> <p> *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^</p> <p>Signature:</p> <p>Date:</p> <p>Surveyor ID 1841</p> <p>Surveyor's Reference: 1901431-SP-002-B-STAGE 2</p> <p><small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small></p>		<p align="center">Strata Certificate (Registered Certifier)</p> <p>I..... being a Registered Certifier, registration number, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 or 59 <i>Strata Schemes Development Act 2015</i>.</p> <p>*(a) This plan is part of a development scheme.</p> <p>*(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.</p> <p>*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.</p> <p>Certificate Reference:</p> <p>Relevant Planning Approval No.: issued by:.....</p> <p>Signature:</p> <p>Date:</p> <p><small>^ Insert lot numbers of proposed utility lots.</small></p>
* Strike through if inapplicable		

SP FORM 3.07 (2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)																						
Office Use Only		Office Use Only																						
Registered:																								
<div>VALUER'S CERTIFICATE</div> <p>I, * of</p> <p>being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i> by virtue of having membership with:</p> <p>Professional Body:.....</p> <p>Class of membership:.....</p> <p>Membership number:.....</p> <p>certify that the unit entitlements shown in the schedule herewith were apportioned on..... (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015</p> <p>Signature: Date</p> <p>* Full name, valuer company name or company address</p>																								
<div>SCHEDULE OF UNIT ENTITLEMENTS</div> <table><thead><tr><th>LOT</th><th>UNIT ENTITLEMENT</th></tr></thead><tbody><tr><td>50</td><td></td></tr><tr><td>51</td><td></td></tr><tr><td>52</td><td></td></tr><tr><td>53</td><td></td></tr><tr><td>54</td><td></td></tr><tr><td>55</td><td></td></tr><tr><td>56</td><td></td></tr><tr><td>57</td><td></td></tr><tr><td>58</td><td></td></tr><tr><td>AGGREGATE</td><td></td></tr></tbody></table>			LOT	UNIT ENTITLEMENT	50		51		52		53		54		55		56		57		58		AGGREGATE	
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AGGREGATE																								
Surveyor's Reference: 1901431-SP-002-B-STAGE 2																								

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET				Sheet 3 of 4 sheet(s)
Office Use Only			Office Use Only		
Registered:					
This sheet is for the provision of the following information as required: <ul style="list-style-type: none">Any information which cannot fit in the appropriate panel of any previous administration sheetsStatements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>					
CLAUSE 60(c) OF THE SURVEYING & SPATIAL INFORMATION REGULATION, 2017					
LOT	SUB ADDRESS NUMBER	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
CP					ERINA
50					ERINA
51					ERINA
52					ERINA
53					ERINA
54					ERINA
55					ERINA
56					ERINA
57					ERINA
58					ERINA
Surveyor's Reference: 1901431-SP-002-B-STAGE 2					

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)
Office Use Only		Office Use Only
Registered:		
This sheet is for the provision of the following information as required: <ul style="list-style-type: none">Any information which cannot fit in the appropriate panel of any previous administration sheetsStatements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>		
<div><div>Executed by Miles Properties Pty Ltd as owner of Lot 49 SP</div><div><div>EXECUTED by MILES PROPERTIES PTY) LTD (ACN 091 255 766) pursuant to Section) 127 of the Corporations Act 2001 (Cth) by:)</div><div><div>..... Signature of authorised person</div><div>..... Print name of authorised person</div><div>..... Office held</div></div><div><div>..... Signature of authorised person</div><div>..... Print name of authorised person</div><div>..... Office held</div></div><div>Executed by National Australia Bank Limited as mortgagee of Lot 49 SP</div></div></div>		
Surveyor's Reference: 1901431-SP-002-B-STAGE 2		

ANNEXURE K

Draft By-laws

Approved Form 7	Strata Plan By-Laws	Sheet 1 of 7 sheets
Office Use Only		Office Use Only

THE SAWMILL

Strata Plan No.

**90-96 The Entrance Road and 5-7 Avoca
Drive, Erina**

DRAFT BY-LAWS

**Instrument setting out the terms of By-Laws to be created upon registration of the
Strata Plan**

Approved Form 7	Strata Plan By-Laws	Sheet 2 of 7 sheets
Office Use Only		Office Use Only

1. Vehicles

- A. An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- B. The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

2. Obstruction of common property

- A. 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.

3. Damage to common property

- A. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- B. An approval given by the owners corporation under clause 3.A cannot authorise any additions to the common property.
- C. This by-law does not prevent an owner or person authorised by an owner from installing:
 - I. 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
 - II. any screen or other device to prevent entry of animals or insects on the lot; or
 - III. any sign to advertise the activities of the occupier of the lot; or
 - IV. any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- D. Any such locking or safety device, screen, other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.
- E. Despite section 62 of the Act, the owner of a lot must:
 - I. maintain and keep in a state of good and serviceable repair any installation referred to in clause 3.C that forms part of the common property and that services the lot; and
 - II. 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 sign referred to in clause 3.C that forms part of the common property and that services the lot.

4. Children on common property

- A. An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to remain on common property, unless accompanied by an adult exercising effective control.

Approved Form 7	Strata Plan By-Laws	Sheet 3 of 7 sheets
Office Use Only		Office Use Only

5. Behaviour of invitees

- A. An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier 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.

6. Depositing rubbish and other material on common property

- A. 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 written approval of the owners corporation.

7. Cleaning windows and door

- A. An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:
 - I. the owners corporation resolves that it will keep the glass or specified part of the glass clean; or
 - II. that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

8. Garbage disposal

- A. An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - I. must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered; and
 - II. must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and
 - III. for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected; and
 - IV. when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph A.I, and
 - V. must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier; and
 - VI. must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- B. An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

Approved Form 7	Strata Plan By-Laws	Sheet 4 of 7 sheets
Office Use Only		Office Use Only

- I. must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and
 - II. must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
 - C. An owner or occupier of a lot must:
 - I. comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material; and
 - II. notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
 - D. The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.
 - E. This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
9. **Appearance of lot**
- A. 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.
10. **Change in use of lot to be notified**
- A. An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way 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).
11. **Preservation of fire safety**
- A. 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.
12. **Prevention of hazards**
- A. 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 create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.
13. **Provision of amenities or services**

Approved Form 7	Strata Plan By-Laws	Sheet 5 of 7 sheets
Office Use Only		Office Use Only

- A. The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- I. security services;
- II. promotional services;
- III. cleaning;
- IV. garbage disposal and recycling services;
- V. electricity, water or gas supply; or
- VI. telecommunication services (for example, cable television).

- B. If the owners corporation makes a resolution referred to in clause 13.A to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

14. Compliance with planning and other requirements

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

15. Service of documents on owner of lot by owners corporation

- A. A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

16. Controls on hours of operation and use of facilities

- A. The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:
- I that commercial or business activities may be conducted on a lot or common property only during certain times; and
 - II that facilities situated on the common property may be used only during certain times or on certain conditions.
- B. An owner or occupier of a lot must comply with a determination referred to in subclause (A).

17. Air-conditioning and solar panels

- A. The owner or occupier of a lot must not, without the prior written approval of the owners corporation, install or affix any:
- I. air conditioning equipment and/or units; or
 - II. solar panels and associated equipment,

Approved Form 7	Strata Plan By-Laws	Sheet 6 of 7 sheets
Office Use Only		Office Use Only

to the roof of an individual lot.

- B. The owner or occupier of a lot must, with the approval of the owners corporation, install or affix any equipment referred to in clause 17A to the roof of the individual lot within the area identified by the owners corporation and without causing any penetration of the roof.
- C. Any penetration of the roof of a lot which results in any water leaks through the roof of a lot will void the builders warranty in respect of the lot and will be the individual lot owners or occupiers responsibility.

18. Minor Fitout Works

- A. An owner or occupier must have consent from the owners corporation to carry out minor fitout works within the owners lot (**Minor Fitout Works**).
- B. Before carrying out the Minor Fitout Works, owners and occupiers must:
 - I. obtain all necessary consents from the owners corporation and relevant authorities (including Council, if required);
 - II. find out where service lines and pipes are located;
 - III. obtain consent from the owners corporation if it proposes to interfere with or interrupt any services; and
 - IV. give the owners corporation written notice at least 14 days before starting the Minor Fitout Works.
- C. Owners and occupiers carrying out the Minor Fitout Works, must:
 - I. use qualified, reputable and, where appropriate, licensed contractors approved by the owners corporation;
 - II. carry out the Minor Fitout Works in a proper and trademanlike manner and to the reasonable satisfaction of the owners corporation; and
 - I. repair any damage caused to common property or the property of another owner or occupier.

19. Storage Platform

- A. The owner may, at its own cost, construct a storage platform within the owners lot (**Storage Platform**) provided that:
 - I. the owner gives the owners corporation written notice at least 14 days before starting the Storage Platform Works;
 - II. at the time of giving notice to the owners corporation, the owner must give to the owners corporation an engineer's standard adequacy certificate as required by the owners corporation;
 - III. the owner must ensure that all works, contractors and any subcontractors are adequately insured and, upon request by the owners corporation, provide copies of certificates of currency for each such insurance;
 - IV. the owner agrees to indemnify the owners corporation against any liability or expense that would not have been incurred if the Storage Platform Works had not been carried out;
 - V. the owner must provide a fire safety certificate in relation to the Storage Platform Works upon request by the owners corporation;
 - VI. the owner must provide certification that the Storage Platform Works have been built in accordance with engineering details;
 - I. the owner must ensure that the Storage Platform Works are completed in a proper and workmanlike manner and by licenced tradespeople;

Approved Form 7	Strata Plan By-Laws	Sheet 7 of 7 sheets
Office Use Only		Office Use Only

- II. the owner must maintain and keep the common property to which any of the Storage Platform Works are attached in a state of good and serviceable repair;
- III. if any of the Storage Platform Works are removed, the owner is responsible for making good any damage to the common property within a reasonable period of time; and
- IV. the owner accepts responsibility for any damage to any other lots in the strata plan, or the common property, caused by the installation, use, maintenance, repair or removal of the Storage Platform Works.
- B. Once the Storage Platform Works are completed the owner must notify the owners corporation who will ensure the Storage Platform Works within the owner's lot is covered under the buildings insurance policy.
- C. If the owner fails to comply with any obligations under this by law 19, then the owners corporation may:
 - I. carry out all necessary work to perform that obligation;
 - II. enter upon any part of the parcel to carry out that work; and
 - III. recover the costs of carrying out that work from the defaulting owner.

DRAFT

ANNEXURE L

Stage 1 Strata Plan

PROPOSED EASEMENTS

- (G) PROPOSED EASMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (VIDE DP 1278734)
- (H) PROPOSED EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 WIDE & VARIABLE (VIDE DP 1278734)
- (J) PROPOSED RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE (VIDE DP 1278734)
- (K) EASEMENT FOR SERVICES 6, 6.7, 8 WIDE & VARIABLE
- (L) RIGHT OF WAY 6, 6.7, 8 WIDE & VARIABLE
- (M) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (N) EASEMENT TO DRAIN WATER VARIABLE WIDTH

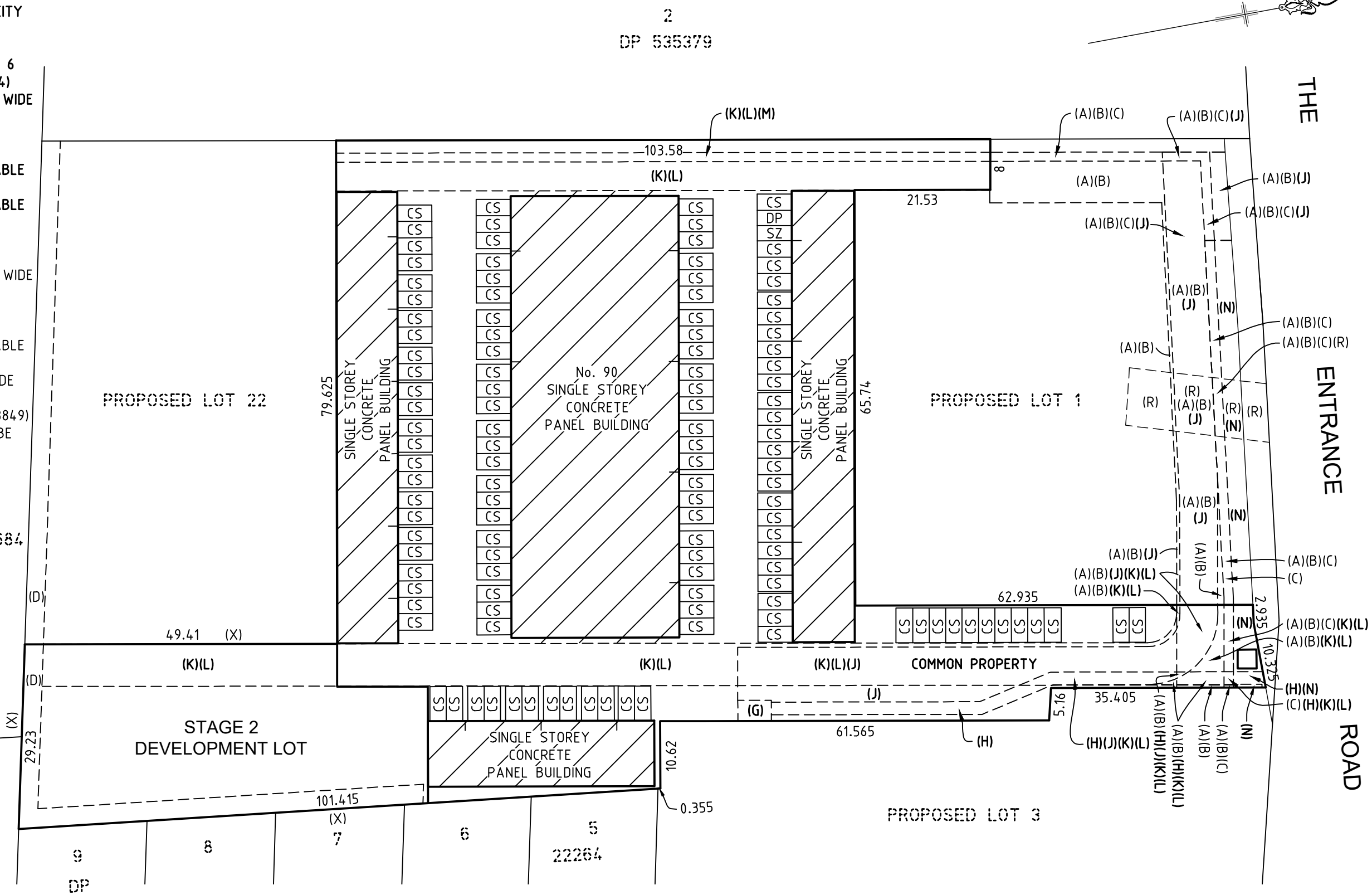
EXISTING EASEMENT:

- (A) EASEMENT FOR SERVICES 6, 6.7, 8 WIDE & VARIABLE (VIDE DP 1276434)
 - (B) RIGHT OF WAY 6, 6.7, 8 WIDE & VARIABLE (VIDE DP 1276434)
 - (C) EASEMENT TO DRAIN WATER VARIABLE WIDTH (VIDE DP 1276434)
 - (D) EASEMENT TO DRAIN SEWAGE 3 WIDE (VIDE DP 1276434)
 - (R) RIGHT OF WAY 9.13 WIDE (VIDE J53849)
- NOTE: THIS EASEMENT IS INTENDED TO BE RELEASED.

- (X) LOT BOUNDARY CONSISTENT WITH PARCEL BOUNDARY
- CS CAR SPACE
- DP DISABLED ACCESS (CP)
- SZ SHARED ZONE (CP)

ALL DIMENSIONS, AREAS & EASEMENTS ARE SUBJECT TO AUTHORITY APPROVALS AND SUBJECT TO FINAL SURVEY

STAGE 1 - STRATA SUBDIVISION PLAN



PRELIMINARY ONLY

LOCATION PLAN

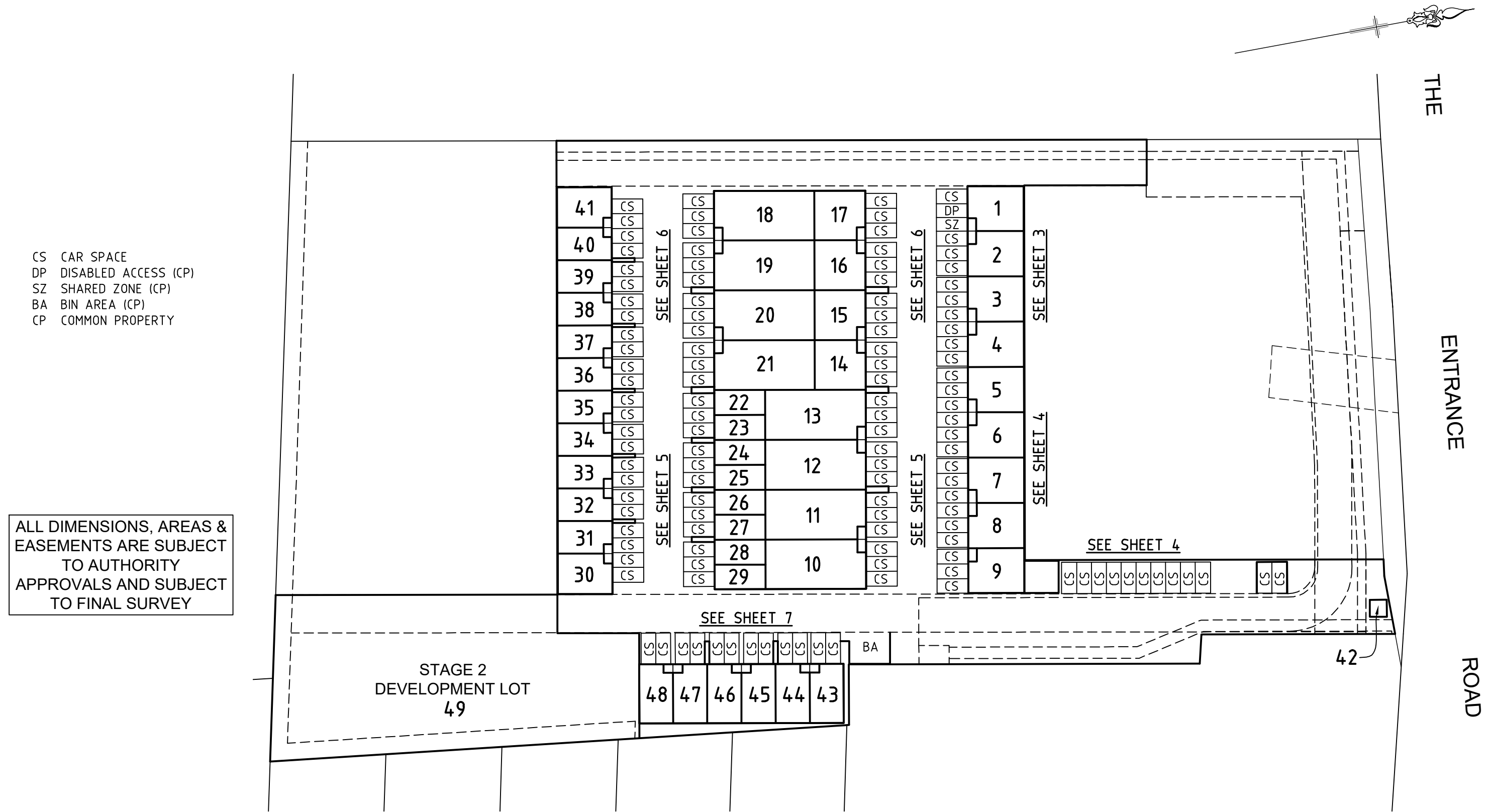
SURVEYOR:
Name: ROBERT GORDON POLSON
Date: 21/10/2021
Reference: 1901431-SP-001-C - STAGE 1

PLAN HEADING
PLAN OF SUBDIVISION OF
PROPOSED LOT 21 DP 1278847
THE ENTRANCE ROAD ERINA

LGA: CENTRAL COAST
Locality: ERINA
Reduction Ratio: 1: 800
Lengths are in metres

REGISTERED

STAGE 1 - STRATA SUBDIVISION PLAN

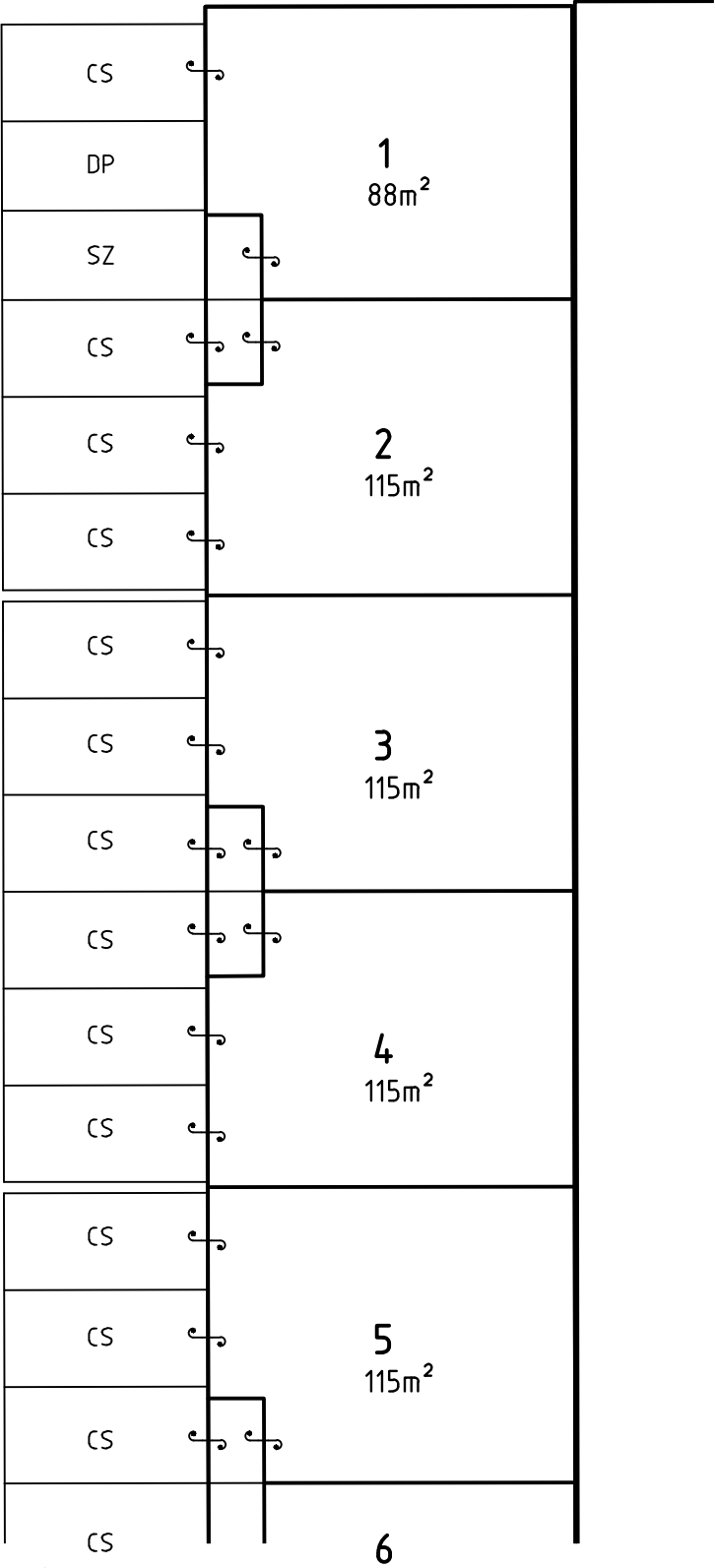
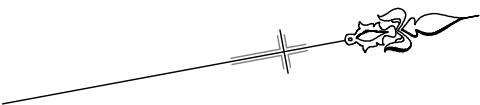


PRELIMINARY ONLY

GROUND FLOOR PLAN

SURVEYOR:		PLAN HEADING	LGA:	CENTRAL COAST	REGISTERED
Name:	ROBERT GORDON POLSON	PLAN OF SUBDIVISION OF PROPOSED LOT 21 DP 1278847 THE ENTRANCE ROAD ERINA	Locality:	ERINA	
Date:	21/10/2021		Reduction Ratio: 1:	800	
Reference:	1901431-SP-001-C - STAGE 1		Lengths are in metres		

STAGE 1 - STRATA SUBDIVISION PLAN



- CS CAR SPACE
BA BIN AREA (CP)
CP COMMON PROPERTY
DP DISABLED ACCESS (CP)
SZ SHARED ZONE (CP)

- NOTES:
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SEE SHEET 4

PRELIMINARY ONLY

SURVEYOR:
Name: ROBERT GORDON POLSON
Date: 21/10/2021
Reference: 1901431-SP-001-C - STAGE 1

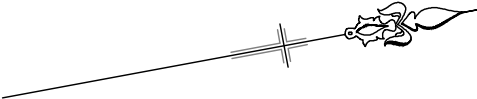
PLAN HEADING
PLAN OF SUBDIVISION OF
PROPOSED LOT 21 DP 1278847
THE ENTRANCE ROAD ERINA

LGA: CENTRAL COAST
Locality: ERINA
Reduction Ratio: 1: 200
Lengths are in metres

REGISTERED

STAGE 1 - STRATA SUBDIVISION PLAN

SEE SHEET 3

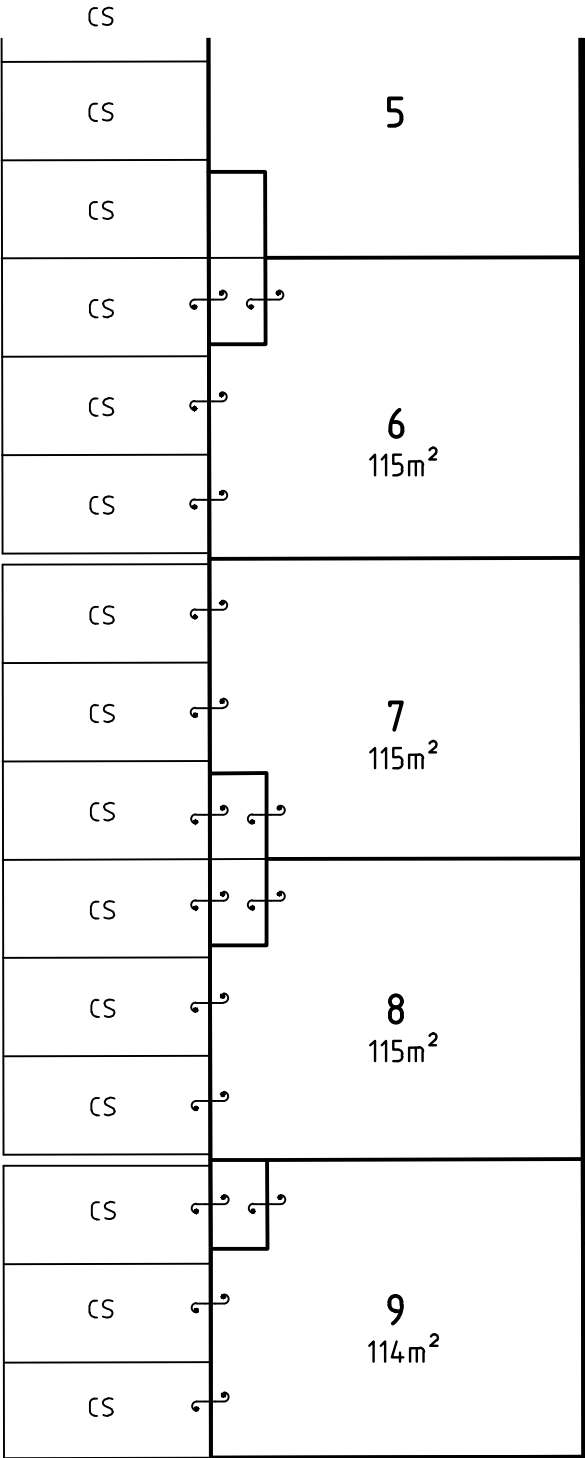


CS CAR SPACE
BA BIN AREA (CP)
CP COMMON PROPERTY
VP VISITOR PARKING (CP)

- NOTES:
- 1. ALL AREAS ARE APPROXIMATE
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THE STRATUM OF LOT 57 IS LIMITED IN DEPTH TO 5 METRES BELOW & LIMITED HEIGHT TO 20 METRES ABOVE THE UPPER CONCRETE SURFACE OF THE SIGNAGE SLAB FORMING PART OF LOT 57 EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL DIMENSIONS, AREAS & EASEMENTS ARE SUBJECT TO AUTHORITY APPROVALS AND SUBJECT TO FINAL SURVEY



OFFICE / STORE
(CP)

VP	VP	VP	VP	VP	VP	VP	VP	VP	VP	VP
CS	CS	CS	CS	CS	CS	CS	CS	CS	CS	CS

VP	VP
CS	CS

42
9m²

PRELIMINARY ONLY

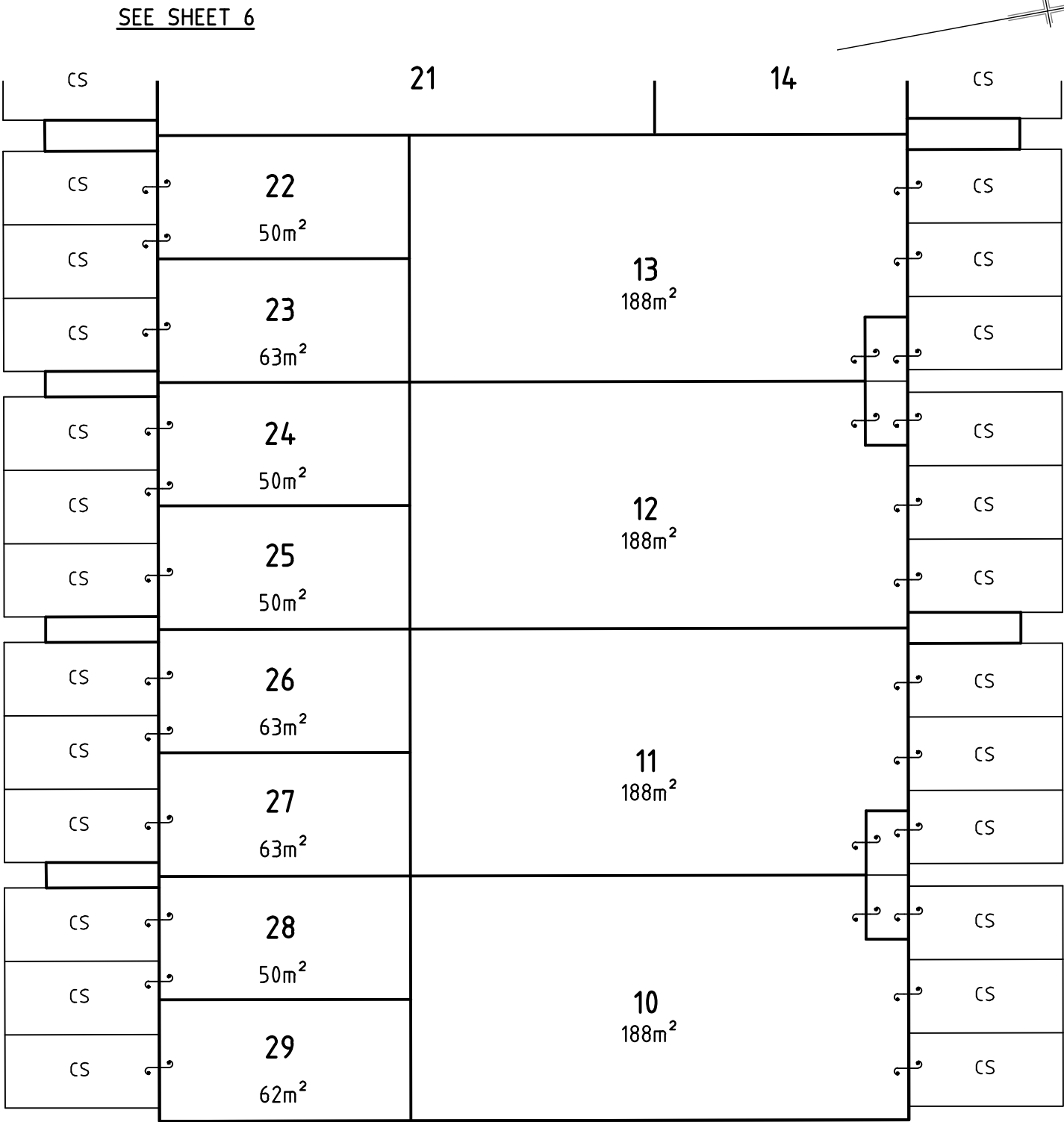
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STAGE 1 - STRATA SUBDIVISION PLAN

CS CAR SPACE
BA BIN AREA (CP)
CP COMMON PROPERTY

- NOTES:
- ALL AREAS ARE APPROXIMATE
 - THE CAR SPACES ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THEIR RESPECTIVE HARDSTAND FLOOR EXCEPT WHERE COVERED WITHIN THE HEIGHT LIMIT
 - ALL MEZZANINES ARE PART OF THE LOT & NOT COMMON PROPERTY
 - ANY SERVICE LINES WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY
 - ALL COMMON SERVICE LINES ARE COMMON PROPERTY

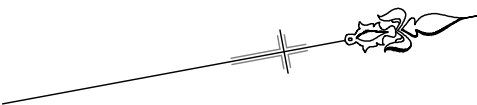
ALL DIMENSIONS, AREAS & EASEMENTS ARE SUBJECT TO AUTHORITY APPROVALS AND SUBJECT TO FINAL SURVEY



PRELIMINARY ONLY

<div>SURVEYOR: Name: ROBERT GORDON POLSON Date: 21/10/2021 Reference: 1901431-SP-001-C - STAGE 1</div>	<div>PLAN HEADING PLAN OF SUBDIVISION OF PROPOSED LOT 21 DP 1278847 THE ENTRANCE ROAD ERINA</div>	<div>LGA: CENTRAL COAST Locality: ERINA Reduction Ratio: 1: 200 Lengths are in metres</div>	<div>REGISTERED</div>	
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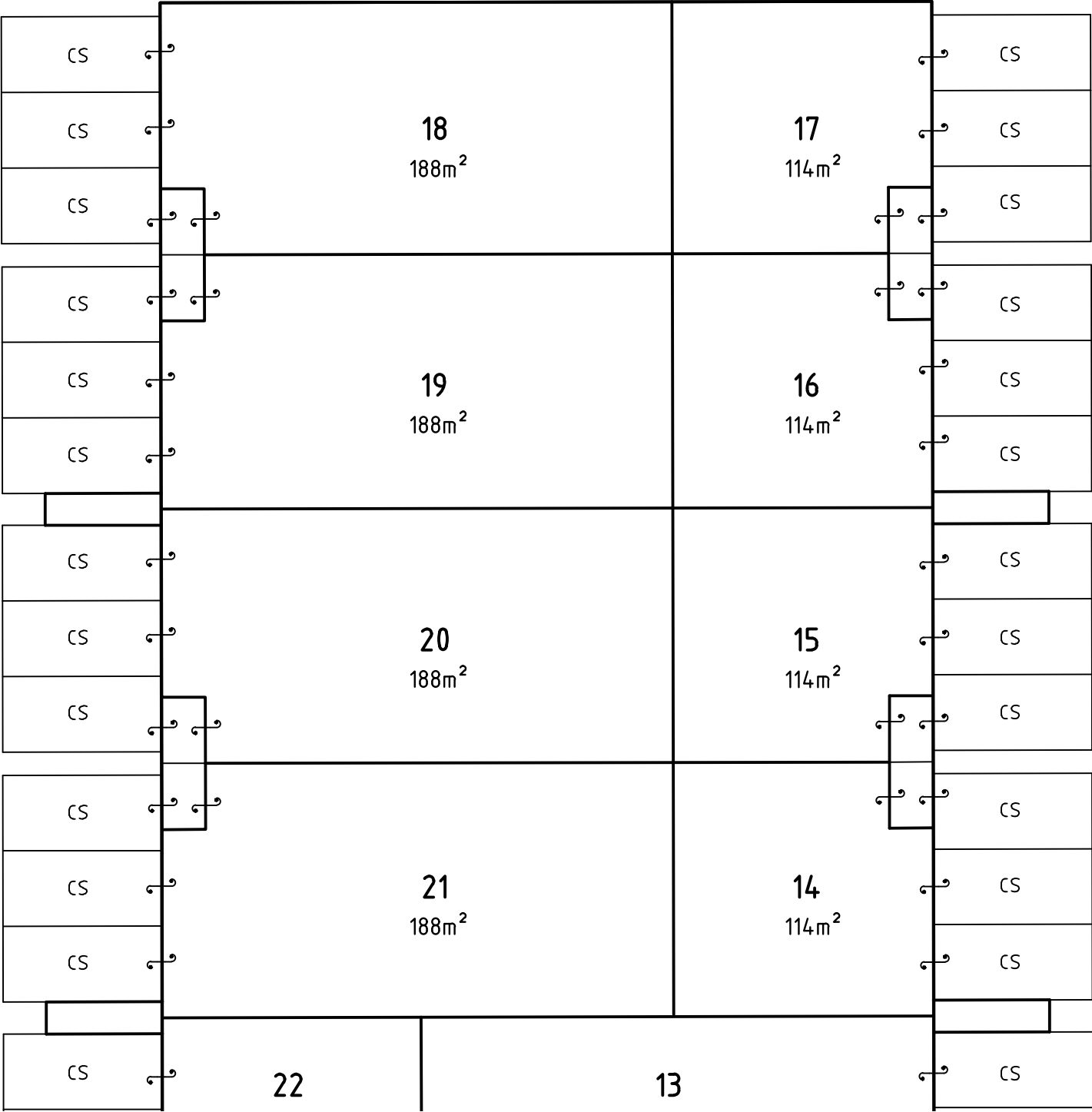
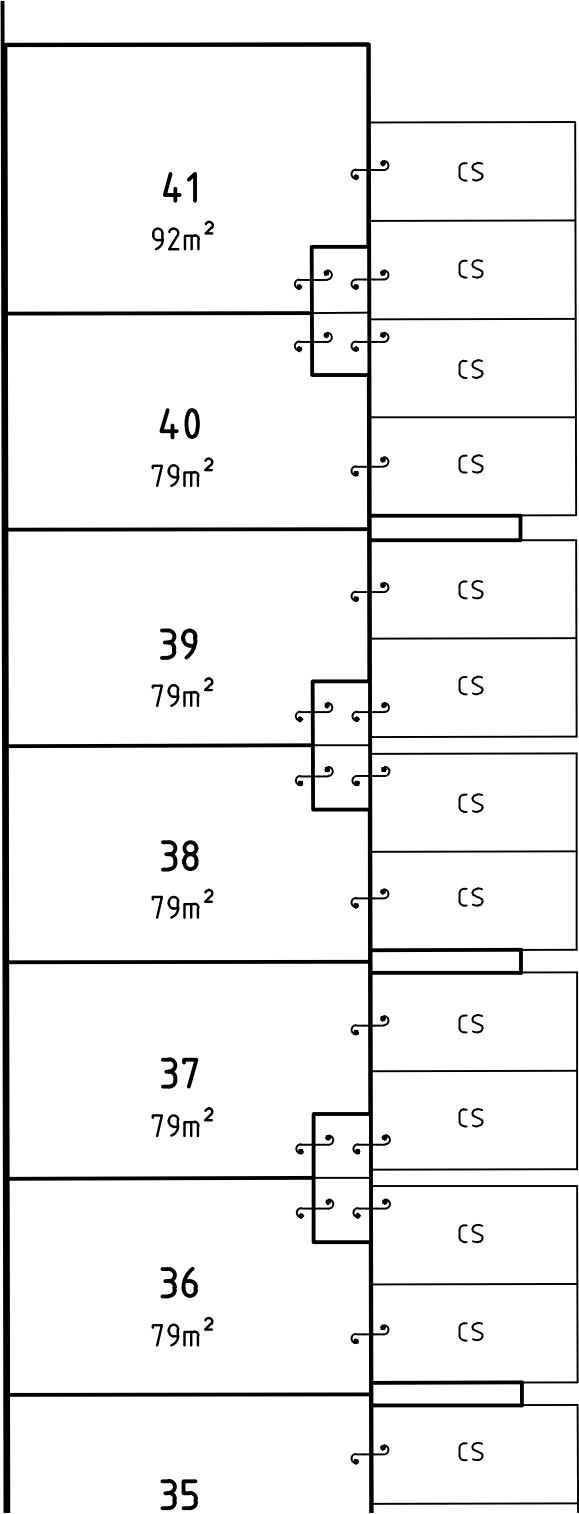
STAGE 1 - STRATA SUBDIVISION PLAN



CS CAR SPACE
BA BIN AREA (CP)
CP COMMON PROPERTY

- NOTES:
- 1. ALL AREAS ARE APPROXIMATE
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SEE SHEET 5

PRELIMINARY ONLY

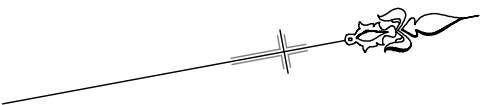
SURVEYOR:
Name: ROBERT GORDON POLSON
Date: 21/10/2021
Reference: 1901431-SP-001-C - STAGE 1

PLAN HEADING
PLAN OF SUBDIVISION OF
PROPOSED LOT 21 DP 1278847
THE ENTRANCE ROAD ERINA

LGA: CENTRAL COAST
Locality: ERINA
Reduction Ratio: 1: 200
Lengths are in metres

REGISTERED

STAGE 1 - STRATA SUBDIVISION PLAN

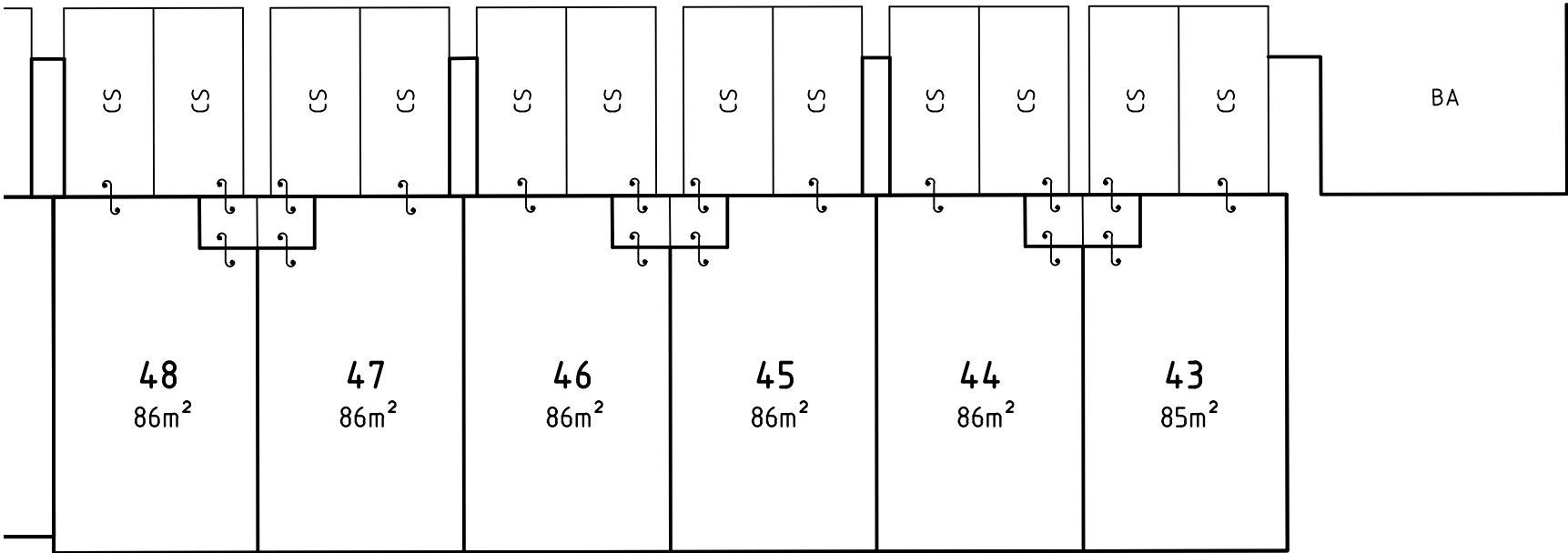


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SEE SHEET 5



PRELIMINARY ONLY

SURVEYOR:
Name: ROBERT GORDON POLSON
Date: 21/10/2021
Reference: 1901431-SP-001-C - STAGE 1

PLAN HEADING
PLAN OF SUBDIVISION OF
PROPOSED LOT 21 DP 1278847
THE ENTRANCE ROAD ERINA

LGA: CENTRAL COAST
Locality: ERINA
Reduction Ratio: 1: 200
Lengths are in metres

REGISTERED

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)
Office Use Only		Office Use Only
Registered:		
PLAN OF SUBDIVISION OF LOT 21 IN DP 1278847	LGA: CENTRAL COAST Locality: ERINA Parish: KINCUMBER County: NORTHUMBERLAND	
This is a *FREEHOLD/LEASEHOLD Strata Scheme		
Address for Service of Documents THE ENTRANCE ROAD ERINA NSW 2250	The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i>) * The strata by-laws lodged with the plan.	
Provide an Australian postal address including a postcode		
<p style="text-align: center;">Surveyor's Certificate</p> <p>I.....ROBERT G. POLSON....., ofBEVERIDGE WILLIAMS....., P.O. BOX 3205 TUGGERAH NSW 2259..... being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met.</p> <p>*The building encroaches on:</p> <p>* (a) a public place</p> <p>* (b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^</p> <p>Signature:</p> <p>Date:</p> <p>Surveyor ID: ..1841.....</p> <p>Surveyor's Reference: ..1901431-SP-001-B-STAGE 1.....</p> <p><small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small></p>	<p style="text-align: center;">Strata Certificate (Registered Certifier)</p> <p>I being a Registered Certifier, registration number, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i>.</p> <p>*(a) This plan is part of a development scheme.</p> <p>*(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.</p> <p>*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.</p> <p>Certificate Reference:</p> <p>Relevant Planning Approval No.: issued by:</p> <p>Signature:</p> <p>Date:</p> <p><small>^ Insert lot numbers of proposed utility lots.</small></p>	
* Strike through if inapplicable		

Office Use Only	Office Use Only
Registered:	

VALUER'S CERTIFICATE

I, *..... of

being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body:.....

Class of membership:.....

Membership number:.....

certify that the unit entitlements shown in the schedule herewith were apportioned on..... (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: Date

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENTS

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
1		18		35	
2		19		36	
3		20		37	
4		21		38	
5		22		39	
6		23		40	
7		24		41	
8		25		42	
9		26		43	
10		27		44	
11		28		45	
12		29		46	
13		30		47	
14		31		48	
15		32		49	
16		33		AGGREGATE	
17		34			

THIS PLAN IS SUBJECT TO A STRATA DEVELOPMENT CONTRACT

Office Use Only	Office Use Only
Registered:	

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

CLAUSE 60(c) OF THE SURVEYING & SPATIAL INFORMATION REGULATION, 2017					
LOT	SUB ADDRESS NUMBER	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
CP					ERINA
1					ERINA
2					ERINA
3					ERINA
4					ERINA
5					ERINA
6					ERINA
7					ERINA
8					ERINA
9					ERINA
10					ERINA
11					ERINA
12					ERINA
13					ERINA
14					ERINA
15					ERINA
16					ERINA
17					ERINA
18					ERINA
19					ERINA
20					ERINA
21					ERINA
22					ERINA
23					ERINA
24					ERINA
25					ERINA
26					ERINA
27					ERINA

Surveyor's Reference: 1901431-SP-001-B-STAGE 1

<p style="text-align: center; margin-bottom: 10px;">Office Use Only</p> <p>Registered:</p>	<p style="text-align: center; margin-bottom: 10px;">Office Use Only</p>
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- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

CLAUSE 60(c) OF THE SURVEYING & SPATIAL INFORMATION REGULATION, 2017					
LOT	SUB ADDRESS NUMBER	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
28					ERINA
29					ERINA
30					ERINA
31					ERINA
32					ERINA
33					ERINA
34					ERINA
35					ERINA
36					ERINA
37					ERINA
38					ERINA
39					ERINA
40					ERINA
41					ERINA
42					ERINA
43					ERINA
44					ERINA
45					ERINA
46					ERINA
47					ERINA
48					ERINA
49					ERINA

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET		Sheet 5 of 5 sheet(s)		
Office Use Only		Office Use Only			
Registered:					
This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> Any information which cannot fit in the appropriate panel of any previous administration sheets Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i> 					
<p style="text-align: center;">Executed by Miles Properties Pty Ltd as owner of Lot 21 DP 1278847 (Formerly Lot 1 DP 535379, Lot 1 DP 625529 and Lots 3 & 4 DP 22264)</p> <p>EXECUTED by MILES PROPERTIES PTY LTD (ACN 091 255 766) pursuant to Section 127 of the Corporations Act 2001 (Cth) by:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>..... Signature of authorised person</p> <p>..... Print name of authorised person</p> <p>..... Office held</p> </td> <td style="width: 50%; vertical-align: top;"> <p>..... Signature of authorised person</p> <p>..... Print name of authorised person</p> <p>..... Office held</p> </td> </tr> </table> <p style="text-align: center;">Executed by National Australia Bank Limited as mortgagee of Lot 21 DP 1278847 (Formerly Lot 1 DP 535379, Lot 1 DP 625529 and Lots 3 & 4 DP 22264)</p>				<p>..... Signature of authorised person</p> <p>..... Print name of authorised person</p> <p>..... Office held</p>	<p>..... Signature of authorised person</p> <p>..... Print name of authorised person</p> <p>..... Office held</p>
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Surveyor's Reference: 1901431-SP-001-B-STAGE 1					

ANNEXURE M - SCOPE OF WORKS

BUILDING WORKS

- Retaining wall to rear of part building 3 (U30-U35) and drop edge beam to building 1 to engineers' details.
- Detailed excavation for slab beams/thickenings and service trenching to Engineer's detail
- Provide steel reinforced concrete raft floor slab with concrete beams/thickenings to engineer's details with 32mpa concrete
- Design, fabrication, delivery and erection of steel roof framework complete to Engineer's details. 6m eave height. B1 750.3m2, B2 1,869m2, Part B3 (U30-35) 378m2, B4 697.5m2
- Provide 150mm thick structural precast concrete panel external walls and unit dividing walls complete to Engineer's detail. Allowance for stencil timber look pattern panels as per elevations.
- Painting to external face of all smooth finish concrete panels to external perimeter walls only. Timber look stencil panels to be left natural finish.
- Colorbond roof sheeting on insulation blanket and safety wire mesh
- Colorbond gutters, barge boards, capping, flashings and downpipes
- Powder coated aluminium windows – where shown on the plans
- Powder coated aluminium glazed doors to units
- Powder coated aluminium decorative window surrounds as per elevations
- Manual Colorbond roller doors to units
- Provide 1x common unisex disabled toilet to complex, & caretakers storeroom.
- complete supply and installation of the number fins to each unit. Includes framework, cladding and numbering.

ELECTRICAL

- Provide 600Amp three phase main board
- Set up of private metering for future strata
- All remaining units to have single phase supplies.
- Provide Emergency Lighting and Exit Signage to Building Code of Australia requirements
- Supply and install LED batten lights to units
- Supply and install one (1) double GPO per unit
- LED lighting to internal driveways to AS & BCA requirements
- NBN conduit to each unit for future connection
- Provide conduit and power feed to pylon sign

PLUMBING

- Water service to the site connected from capped supply provided in stage 1 development.
- Provision for private metering for future strata
- Sewer & water point capped at floor level within each unit for future use.
- Sewer pipework and connection to authority sewer point (no allowance for sewer extension)
- Design and construction of stormwater system to comply with Council requirements
- Spel filter system as per Northrop design.
- Hydrant system to meet Australian standards for Bushfire report