

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent		
vendor	<b>Rockwood Matcham Pty Ltd ACN 658 716 379</b> <b>1/1 Pioneer Avenue, Tuggerah NSW 2259</b> <b>David Jonathon Berlach and Emily Margaret Berlach</b> <b>373 Oak Road, Matcham NSW 2250</b>	
vendor's solicitor	<b>O'Connor Cleary</b> <b>9 Broken Bay Road, Ettalong Beach NSW 2257</b> <b>PO Box 154, Ettalong Beach NSW 2257</b> <b>Email: office@oclegal.com.au</b>	<b>Phone: 02 4342 3133</b> <b>Fax: 02 4344 2519</b> <b>Ref: TO:BR:12936</b>
date for completion	<b>See Special Condition 45 (clause 15)</b>	
land (address, plan details and title reference)	<b>371 Oak Road, Matcham NSW 2250</b> <b>Proposed Lot 811 in an unregistered plan of subdivision of Lot 81 in Deposited Plan 828430 and Lot 82 in Deposited Plan 828430</b> <b>Part Folio Identifiers 81/828430 and 82/828430</b>	
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

## SIGNING PAGE

VENDOR	PURCHASER
<p><b>Signed by</b></p>    <p>_____</p> <p>Vendor</p>    <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>    <p>_____</p> <p>Purchaser</p>    <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed</b> by Rockwood Matcham Pty Ltd as trustee for Rockwood Trust ACN 658 716 379 in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>    <p>_____                      _____</p> <p>Signature of authorised person      Signature of authorised person</p> <p>_____                      _____</p> <p>Name of authorised person              Name of authorised person</p> <p>Director                                      Director</p> <p>Office held                                      Office held</p>	<p><b>Signed</b> by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>    <p>_____                      _____</p> <p>Signature of authorised person      Signature of authorised person</p> <p>_____                      _____</p> <p>Name of authorised person              Name of authorised person</p> <p>Office held                                      Office held</p>

### Choices

Vendor agrees to accept a **deposit-bond**

NO  yes

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

**Manual transaction** (clause 30)

NO  yes

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

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

**Land tax** is adjustable

NO  yes

**GST:** Taxable supply

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))

by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

GST-free because the sale is the supply of a going concern under section 38-325

GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

NO  yes (if yes, vendor must provide details)

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

#### **GSTRW payment (GST residential withholding payment) – details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

### List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
---	--

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

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

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

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



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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

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

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

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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



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

## 24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

## 25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

371 Oak Road, Matcham NSW 2257

## Additional clauses forming part of this contract

---

### 33 STANDARD FORM CONTRACT

#### 33.1 Amendments to standard form contract

The following printed clauses are amended as follows:

33.1.1 **clause 1:** insert the following additional definition:

*'restricted action* means make any objection, requisition, claim for compensation, withhold any money or exercise any right to rescind or terminate this contract or seek to delay completion;'

33.1.2 **clause 4:** insert the following additional clause:

'4.5 The purchaser cannot nominate an alternative transferee, assign or otherwise transfer the benefit of this contract without the prior written consent of the vendor.';

33.1.3 **clause 5.1:** after 'If a form of *requisitions* is attached to this contract' insert the words 'they are the only form of *requisitions* the purchaser may make' and delete the words 'the purchaser is taken to have made those requisitions';

33.1.4 **clause 7.1.1:** replace '5%' with '1%';

33.1.5 **clause 7.2.4:** delete the words 'and the costs of the purchaser';

33.1.6 **clause 8.1.1:** delete the words 'on reasonable grounds';

33.1.7 **clause 8.1.2:** delete the words from 'that' to 'grounds' inclusive;

33.1.8 **clause 12:** insert the following at the end of the clause:

'In this clause *certificate* does not include a building certificate under any legislation. The purchaser must not apply for a building certificate under any legislation without the prior written consent of the vendor.';

33.1.9 **clause 14.4.2:** replace the clause with:

'by adjusting the amount of land tax determined by applying the average rate of land tax payable by the vendor or any predecessor in title for the year to the taxable value of the property';

33.1.10 **clause 16.6:** replace 'If' with 'If at least 7 days before the date for completion';

33.1.11 **clause 16.8:** delete the clause;

33.1.12 **clause 16.12:** delete all words from 'but' to the end of the clause;

33.1.13 **clause 19:** insert the following additional clause:

'19.3 Despite clause 19.2.3, the purchaser's only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2017 (NSW)* is the remedy prescribed by that regulation.';

- 33.1.14 **clause 23.5.1:** insert the words 'which includes special levies payable by instalments (where the adjustment period is the period of the instalments)' to the end of the clause;
- 33.1.15 **clause 23.6:** clauses 23.6.1 and 23.6.2 are replaced with the words 'and is not a special levy payable by instalments then the vendor is liable for it if it is payable prior to the contract date and otherwise it is payable by the purchaser';
- 33.1.16 **clause 30.4.5:** delete the words in the first bullet point; and
- 33.1.17 **clause 30.5:** replace the words '7 days of the effective date' with the words 'the later of 14 days after the contract date or 7 days after the expiration of the cooling off period'.

## 33.2 **Terms defined in printed form contract**

Unless the context requires otherwise, terms defined in clause 1 have the meanings given to them in clause 1 when used (in any form) in these additional clauses even though they are not italicised or capitalised in these additional clauses.

## 34 **Capacity or death of a party**

34.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:

34.1.1 dies or becomes mentally ill, then the other party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or

34.1.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.

34.2 The purchaser warrants that the purchaser has the legal capacity to enter into this contract.

## 35 **NOTICE TO COMPLETE**

### 35.1 **Issue of notice to complete**

If a party is entitled to serve a notice to complete, then the party may:

35.1.1 at any time serve a notice requiring completion on a specified date (being not less than 14 days after the date of service of that notice); and

35.1.2 specify a time of day between 11am and 4pm as the time for completion.

### 35.2 **Reasonable period**

The parties agree that 14 days is a reasonable and proper period to specify in any notice to complete.

### 35.3 **Preservation of rights**

The party serving a notice to complete reserves the right to:

35.3.1 withdraw the notice; and

35.3.2 issue further notices to complete.

## 35.4 Vendor costs

- 35.4.1 If the vendor issues a notice to complete, the purchaser shall allow the vendor at settlement an amount of \$330.00 (inclusive of GST). The payment of such monies is an essential term of this contract.
- 35.4.2 If the purchaser cancels the settlement after appropriate arrangements have been made, the purchaser shall allow at settlement an amount of \$165.00 (inclusive of GST), as a genuine estimate of the vendor's legal costs, for each cancellation.
- 35.4.3 If the purchaser requests an extension of the cooling off period after this Contract has been entered into, then the purchaser shall allow at settlement an amount of \$88.00 (inclusive of GST), as a genuine estimate of the vendor's legal costs of same.

## 36 DELAY INTEREST

### 36.1 Payment of interest

If completion does not occur on or before the date for completion, the purchaser must pay to the vendor on completion interest calculated daily and compounded on the last day of each calendar month:

- 36.1.1 at the rate of 10% per annum; and
- 36.1.2 on the balance of the purchase price payable under this contract,

in respect of the period commencing on the day following the date for completion and ending on and including the day of completion.

### 36.2 Delay by vendor

Clause 36.1 does not apply in respect of any period during which completion has been delayed solely due to the fault of the vendor.

### 36.3 Essential term

The purchaser may not require the vendor to complete this contract unless interest payable under this contract is paid to the vendor on completion. It is an essential term of this contract that the interest due is paid on completion. Interest payable pursuant to this condition is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete on or before the date for completion.

## 37 REAL ESTATE AGENT

The purchaser warrants to the vendor that it has not been introduced to the property through or by any agent other than the estate agent referred to on the front page of this contract (if any). The purchaser indemnifies the vendor against any claim for commission, charges, costs or expenses in relation to the sale of the property caused by a breach of this warranty. The vendor's rights under this clause continue after completion.

## 38 PRESENT CONDITION

Subject to Section 52A of the *Conveyancing Act 1919 (NSW)* and the *Conveyancing (Sale of Land) Regulation 2010 (NSW)*, the purchaser acknowledges that it is purchasing the property as a result of its own inspections and inquiries and in the condition and state of repair as at the date of this contract and subject to any existing water, sewerage (except sewers belonging to a registered sewerage authority), drainage, gas, electricity, telephone and other installations (*Services*) and cannot take any *restricted action* in respect of:

- 38.1.1 the condition, state of repair, dilapidation or infestation (if any) of the property;
- 38.1.2 any latent or patent defect in the property;



- 38.1.3 any environmental hazard or contamination;
- 38.1.4 the nature, location, availability or non-availability of the Services or defects in the Services;
- 38.1.5 whether or not the property is subject to or has the benefit of any rights or easements in respect of the Services;
- 38.1.6 any underground or surface stormwater drain passing through or over the property or any manhole vent on the property;
- 38.1.7 any rainwater downpipe being connected to the sewer;
- 38.1.8 any failure to comply with the *Swimming Pools Act 1992 (NSW)*; or
- 38.1.9 whether or not the property complies with the regulations under the *Environmental Planning and Assessment Act 1979 (NSW)* relating to the installation of smoke alarms.

The vendor is not required to clean the property or remove existing rubbish, materials, debris or other items from the property prior to completion.

### **39 PURCHASER'S WARRANTIES**

#### **39.1 Purchaser's warranties**

The purchaser represents and warrants that:

- 39.1.1 the purchaser has not relied on or been induced to enter into this contract by any representation or warranty, including those concerning the potential or present use or development of the property (made by the vendor, its agent or solicitor);
- 39.1.2 the purchaser has relied entirely on its own independent investigations and enquiries about the property in entering into this contract; and
- 39.1.3 the purchaser has obtained its own independent professional advice on the nature of the property and its permitted uses and the purchaser's rights and obligations under this contract.

#### **39.2 Acknowledgements**

The purchaser acknowledges that in entering into this contract the vendor has relied on the warranties given by the purchaser in this clause 39.

### **40 INSOLVENCY ETC OF PURCHASER**

If the purchaser is a company, should the purchaser (or any one of them if there be more than one purchaser) prior to completion:

- 40.1 resolve to enter into liquidation or provisional liquidation;
- 40.2 have a summons presented for its winding-up;
- 40.3 enter into any scheme of arrangement with its creditors under Part 5.1 of the *Corporations Act 2001 (Cth)*;  
or

40.4 have any liquidator, provisional liquidator, receiver, receiver and manager, controller or administrator appointed in respect of the purchaser or any of its assets,

then, without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included, the vendor may terminate this contract by serving a notice and the provisions of clause 9 will apply.

#### **41 RELEASE DEPOSIT**

The purchaser:

41.1 authorises the vendor to use all or part of the deposit as a deposit on a purchase by the vendor of a property and as duty on the Contract for the sale of land for that property; and

41.2 authorises the stakeholder to release all or part of the deposit for those purposes; and production of this contract is written authority to release all or part of the deposit.

#### **42 LESS THAN 10% DEPOSIT PAID ON EXCHANGE**

42.1 The deposit payable under this contract is 10% of the purchaser price.

42.2 Should the vendor agree in writing to accept an amount being not less than 5% of the purchase price as part payment of the deposit on the date of this contract, then the deposit shall be paid as follows:

42.2.1 as to a sum equal to 5% of the purchase price at the time of the making of this contract; and

42.2.2 as to the remaining 5% balance of the purchase price on the earlier of the following:

(a) on the completion of this contract; or

(b) within 24 hours of service of written notice by the vendor on the purchaser that the purchaser is in default under this contract.

#### **43 GUARANTEE AND INDEMNITY**

43.1 If the purchaser (and, if comprising more than one person, any one or more of them) is a company, and in consideration of the vendor entering into this contract with the purchaser, it is an essential clause of this contract that the officers or persons who sign this contract on behalf of the company or who attest the seal of the company on this contract ('the guarantor') jointly and severally:

43.1.1 guarantee all obligations of the purchasers under this contract including the payment of the purchase price and the due and punctual performance and observance by the purchaser of its obligations under this contract; and

43.1.2 indemnify the vendor and must keep indemnified the vendor in respect of all losses, damages, liabilities, costs and expenses accruing to the vendor, resulting or arising from any failure or default of the purchaser to perform or observe any of the obligations on its part to be performed or observed.

43.2 This guarantee and indemnity is given by each guarantor as principal and is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver, release or variation of this contract by the vendor or by any other matter.

43.3 Any rescission or termination will not waive the obligation arising under this clause.

#### **44 PEXA**

The parties agree that settlement of this matter is to occur online electronically through PEXA (Property Exchange Australia Ltd). Should the purchaser serve a notice under printed condition 30.2 the provisions of clause 30.3 do not apply and the purchaser shall pay to the vendor an amount of \$275.00 (inclusive of GST) on settlement, being an additional legal cost incurred by the vendor as a consequence of the purchaser not settling electronically, which sum is to be allowed by the purchaser in favour of the vendor as an additional adjustment on completion.

#### **45 COMPLETION**

45.1 Completion will be the later of:

45.1.1 Fourteen (14) days from service of notice by the vendor's solicitor to the purchaser's solicitors in writing of the registration at New South Wales Land Registry Services (NSW LRS) of the said plan of subdivision; or

45.1.2 Forty-two (42) days from the date of the Contract.

45.2 The vendor will use its best endeavours to procure the prompt registration of the plan at the NSW LRS.

#### **46 UNREGISTERED PLAN**

46.1 The vendor will as soon as possible take steps to have a plan of subdivision approved by relevant Council authority and registered at the NSW LRS **AND** the purchaser shall accept the lot hereby numbered in such plan when numbered by the NSW LRS and the vendor reserves the right to make such minor alterations to the plan as may be required to obtain the consent thereto of the said relevant Council authority and its acceptance by the NSW LRS. No requisition or objection will be made by the purchaser on account of any minor discrepancy between the plan of subdivision numbered by the NSW LRS and the plan of subdivision proposed by the vendor.

46.2 For the purposes of this agreement any alteration, variation or discrepancy between the measurement or areas of the Lot on the plan as registered at NSW LRS and the plan of subdivision which does not exceed five per centum (5%) shall be deemed to be minor.

46.3 The vendor shall do all things necessary and take all necessary steps to proceed expeditiously with the proposed plan of subdivision.

46.4 The purchaser acknowledges that the relevant Council authority and/or NSW LRS may require additional easements or covenants or restriction on use to be created which may affect the Land. The purchaser shall make no objection, requisition or claim for compensation, nor be entitled to rescind this Contract as a result of any such matters unless the additional easements, covenants or restrictions on use created adversely affect the purchasers use and enjoyment of the property.

46.5 The vendor shall pay all costs of and incidental to the said subdivision including all contributions said payments of whatsoever kind to the relevant council authority and any other statutory authority and shall carry out at its own expense all work required to be done as a condition of approval of the said plan of subdivision.

- 46.6 In the event that the plan of subdivision hereinbefore referred to shall not have been registered within twelve (12) months of the date hereof then either party hereto may at their option rescind this contract and thereupon the provisions of clause 19 hereof shall apply **PROVIDED ALWAYS** that the purchaser may at any time prior to the date of possible rescission under this clause elect to complete this contract even though the said strata plan of subdivision might not then been finally registered.
- 46.7 If by completion, separate rates assessments have not been issued for the property by the appropriate authority then;
- 46.7.1 The parties will adjust on the relates on a paid basis on an agreed value of \$2,000.00 per annum for Council rates and \$500.00 per rating period for water and sewerage rates.
- 46.7.2 The vendor agrees to pay all rates which are assessed for council (excluding garbage service charges) for the annual rating period and all rates which are assessed for water and sewerage (excluding water usage charges) for the relevant rating period current, as at completion. The vendor will attend to payment of such assessment (s) within a reasonable time of issue of such assessment (s) to it or being served upon by the purchaser.
- 46.7.3 The purchaser is responsible for payment of all rates assessed on the property for any rating periods commencing after those periods referred to in the above clause.
- 46.7.4 There will be no subsequent re-adjustment of council or water rates on the actual amount assessed or paid.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

---

### Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

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

### Adjustments

11. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. 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

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
  - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? 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 the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
  - (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- (f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
  - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
    - (i) whether there are any existing breaches by any party to it;
    - (ii) whether there are any matters in dispute; and
    - (iii) whether the licensor holds any deposit, bond or guarantee.
  - (b) In relation to such licence:
    - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
    - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the Property?
  - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
23. 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?
- 24.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other property pass through the Property?
25. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

**Capacity**

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

**Requisitions and transfer**

27. 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.
28. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
29. If any document required for 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.
30. If the vendor holds a certificate of title, it must be delivered to the purchaser immediately after completion or as directed by the purchaser, in accordance with the Contract.
31. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
32. The purchaser reserves the right to make further requisitions prior to completion.
33. 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**

34. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any 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, licensed conveyancer or law practice.
  - (d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?
  - (e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.

## Disclosure Statement – Off the Plan Contracts

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

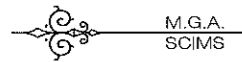
<b>VENDOR</b>	
<b>PROPERTY</b>	

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

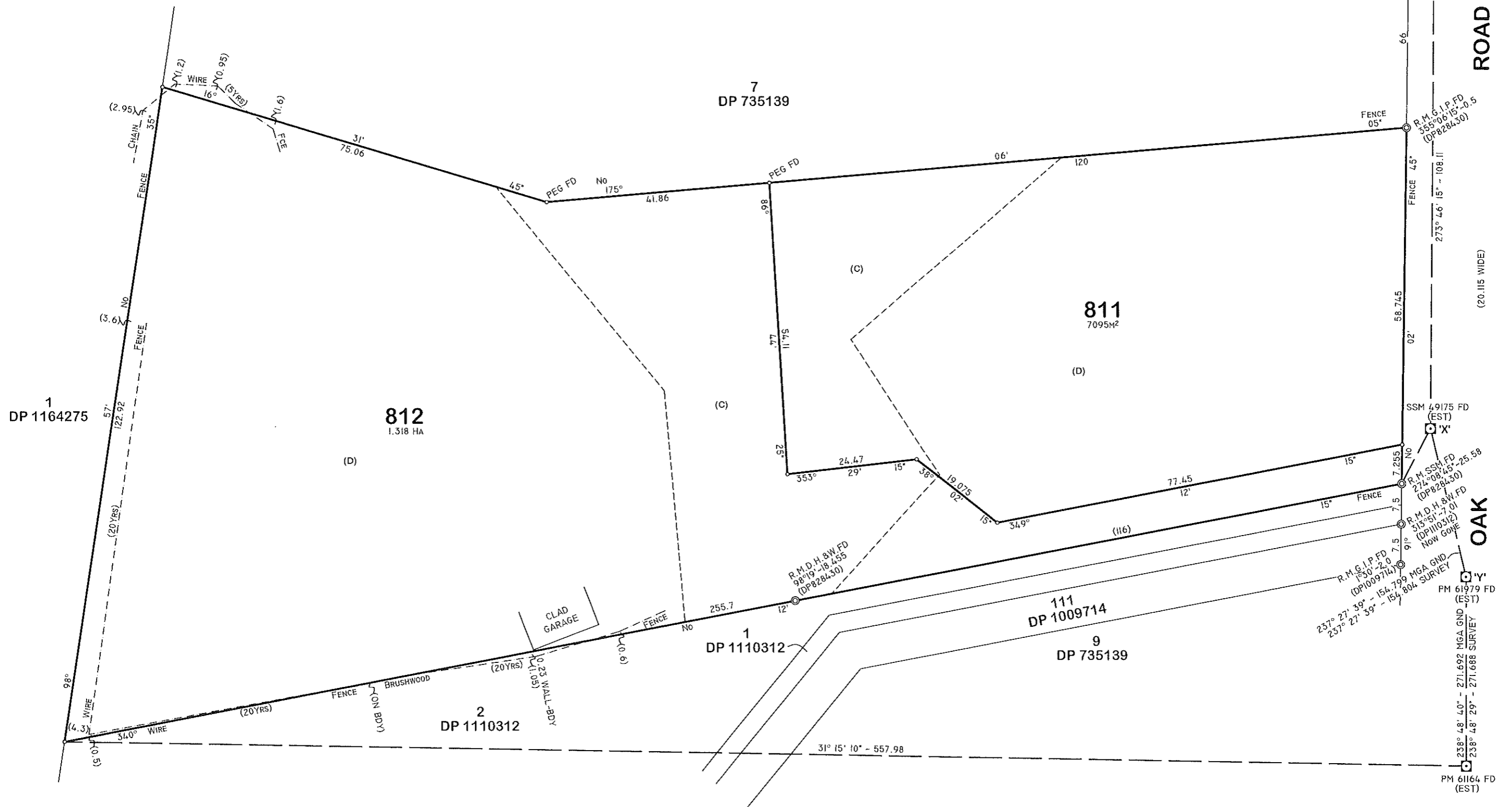
<b>DETAILS</b>					
<b>Completion</b>			<b>Refer to clause(s):</b>		
<b>Is there a sunset date?</b>	No Yes	<b>Can this date be extended?</b>	No Yes	<b>Refer to clause(s):</b>	
<b>Does the purchaser pay anything more if they do not complete on time?</b>	No Yes	Provide details, including relevant clause(s)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

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





(C) RESTRICTIONS ON THE USE OF LAND (DP828430)  
 (D) RESTRICTIONS ON THE USE OF LAND (DP714044).



CO-ORDINATE SCHEDULE						
MARK	M.G.A CO-ORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
SSM 49175	354 899.897	6 303 577.769	C	N/A	SCIMS	FOUND
PM 61979	354 769.417	6 303 494.519	B	0.02	SCIMS	FOUND
PM 61164	354 537.029	6 303 353.841	B	0.02	SCIMS	FOUND
PM 62703	355 005	6 303 591.	U	N/A	SCIMS	FOUND

DATE: 29/03/2023 SCALE FACTOR: 0.999849 MGA ZONE: 56 MGA DATUM: GDA 2020

Surveyor: Anthony William George Clarke  
 Date of Survey: 14/04/2023  
 Surveyor's Ref: 16366R

PLAN OF SUBDIVISION OF  
 LOTS 81 & 82 IN DP 828430

LGA: CENTRAL COAST  
 Locality: MATCHAM  
 Subdivision Number:  
 Lengths are in metres. Reduction Ratio 1:500

Registered

DP

**Instruments setting out terms of Easements or Profits a 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 6 Sheets)

**Plan:** SUBDIVISION OF LOTS 81 & 82 IN DP828430  
COVERED BY SUBDIVISION CERTIFICATE  
No. DATED

**Full name and address of the proprietor of Lot 811:** ROCKWOOD MATCHAM PTY LTD  
ACN 658 716 379  
1/1 PIONEER AVENUE  
TUGGERAH NSW 2259

**Full name and address of the proprietors of Lot 812:** DAVID JONATHON BERLACH  
& EMILY MARGARET BERLACH  
373 OAK ROAD  
MATCHAM NSW 2250

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan.	Identity of easement, restriction or positive covenant to be created and referred to in the plan.	Burdened lot (s) or parcel (s).	Benefited lot (s), road (s), bodies or Prescribed Authorities.
1	Positive Covenant	811 & 812	Central Coast Council

**PART 1A (Release)**

Number of item shown in the intention panel on the plan.	Identity of easement, restriction or positive covenant to be created and referred to in the plan.	Burdened lot (s) or parcel (s).	Benefited lot (s), road (s), bodies or Prescribed Authorities.
1	Easement For Mains & Services 3.575 wide (DP828430)	81/828430	82/828430
2	Right of Way 3.575 wide (DP828430)	81/828430	82/828430

**PART 2**

**Name of Authority whose consent is required to release, vary or modify the Positive Covenant referred to in the plan.**

CENTRAL COAST COUNCIL

----- Authorised Person.  
CENTRAL COAST COUNCIL

**Instruments setting out terms of Easements or Profits a 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 2 of 6 Sheets)

**Plan:** SUBDIVISION OF LOTS 81 & 82 IN DP828430  
COVERED BY SUBDIVISION CERTIFICATE  
No. DATED

**1. Terms of Positive Covenant of land referred to:**

1.1 The Proprietor of the land hereby burdened shall at all times in respect of the land hereby burdened which contains an inner protection area (IPA) :

Maintain the inner protection area (IPA) as outlined within appendix 4 of *'Planning for Bush Fire Protection 2019'* and the *NSW Rural Fire Services document 'Standards for Asset Protection Zones'*.

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;

To 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 inner protection area (IPA);
- (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;

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.

1.2 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 to alleviate the emergency.

----- Authorised Person.  
CENTRAL COAST COUNCIL

**Instruments setting out terms of Easements or Profits a 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 3 of 6 Sheets)

**Plan:**

SUBDIVISION OF LOTS 81 & 82 IN DP828430  
COVERED BY SUBDIVISION CERTIFICATE  
No. DATED

- 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.

In Clause 1.1 and 1.2, unless inconsistent with the context:

“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 Central Coast Council or its successor.

----- Authorised Person.  
CENTRAL COAST COUNCIL

**Instruments setting out terms of Easements or Profits a 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 4 of 6 Sheets)

**Plan:** SUBDIVISION OF LOTS 81 & 82 IN DP828430  
COVERED BY SUBDIVISION CERTIFICATE  
No. DATED

**EXECUTED by CENTRAL COAST COUNCIL**

**I certify that the authorised delegate pursuant to s.377 Local Government Act 1993 of Central Coast Council signed this document.**

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

.....  
Signature of Authorised Officer

.....  
Signature of Witness

.....  
Name (please print)

.....  
Name (please print)

.....  
Position of Authorised Officer

.....  
Address of Witness

**Instruments setting out terms of Easements or Profits a 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 5 of 6 Sheets)

**Plan:** SUBDIVISION OF LOTS 81 & 82 IN DP828430  
COVERED BY SUBDIVISION CERTIFICATE  
No. DATED

SIGNED by the Registered Proprietor of  
Lot 81 IN DP828430:

**EXECUTED** by **ROCKWOOD MATCHAM PTY LTD**  
**ACN: 658 716 379** in accordance with  
Section 127 of the Corporations Act:

.....  
Signature of Director

DAVID BERLACH

.....  
Name (please print)

.....  
Signature of Director

EMILY BERLACH

.....  
Name (please print)

SIGNED BY COMMONWEALTH BANK OF AUSTRALIA .....

**Instruments setting out terms of Easements or Profits a 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 6 of 6 Sheets)

**Plan:** SUBDIVISION OF LOTS 81 & 82 IN DP828430  
COVERED BY SUBDIVISION CERTIFICATE  
No. DATED

SIGNED by the Registered Proprietors of Lot 82  
in DP828430 who are personally known to me:

.....  
DAVID JONATHON BERLACH

.....  
EMILY MARGARET BERLACH

Witness

.....  
NAME OF WITNESS (BLOCK LETTERS)

.....

.....  
ADDRESS OF WITNESS

SIGNED BY COMMONWEALTH BANK OF AUSTRALIA .....

Office Use Only

Office Use Only

Registered:

Title System:

**PLAN OF SUBDIVISION OF LOTS 81 & 82 IN DP828430**

LGA: CENTRAL COAST

Locality: MATCHAM

Parish: KINCUMBER

County: NORTHUMBERLAND

Survey Certificate

I, ANTHONY WILLIAM GEORGE CLARKE  
of CLARKE DOWDLE & ASSOCIATES  
a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

- \*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 14.04.2023, or
- ~~\*(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~~
- ~~\*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'X' - 'Y'

Type: ~~\*Urban/\*Rural~~

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

Signature: ..... Dated: .....

Surveyor Identification No: 59  
Surveyor registered under  
the *Surveying and Spatial Information Act 2002*

\*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.

Crown Lands NSW/Western Lands Office Approval

I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, .....  
\*Authorised Person/\*General Manager/\*Accredited Certifier, certify that the provisions of s.6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

\*Strike through if inapplicable.

Plans used in the preparation of survey/compilation:  
DP735139  
DP828430  
DP1110312

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: 16366R

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



Office Use Only

Office Use Only

**Registered:**

**PLAN OF SUBDIVISION OF  
LOTS 81 & 82 IN DP828430**

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.

LOT 811 – 371 OAK ROAD, MATCHAM NSW 2250

LOT 812 – 373 OAK ROAD, MATCHAM NSW 2250

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

1. POSITIVE COVENANT

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

1. EASEMENT FOR MAINS AND SERVICES 3.575 WIDE (DP828430)
2. RIGHT OF WAY 3.575 WIDE (DP828430)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16366R

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF  
LOTS 81 & 82 IN DP828430**

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 ROCKWOOD MATCHAM PTY LTD**

**ACN: 658 716 379** in accordance with  
Section 127 of the Corporations Act:

.....  
Signature of Director  
DAVID BERLACH

.....  
Signature of Director  
EMILY BERLACH

.....  
SIGNED BY COMMONWEALTH BANK OF AUSTRALIA

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16366R

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF  
LOTS 81 & 82 IN DP828430**

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.

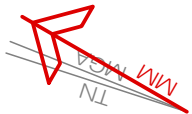
.....  
DAVID JONATHON BERLACH

.....  
EMILY MARGARET BERLACH

.....  
SIGNED BY COMMONWEALTH BANK OF AUSTRALIA

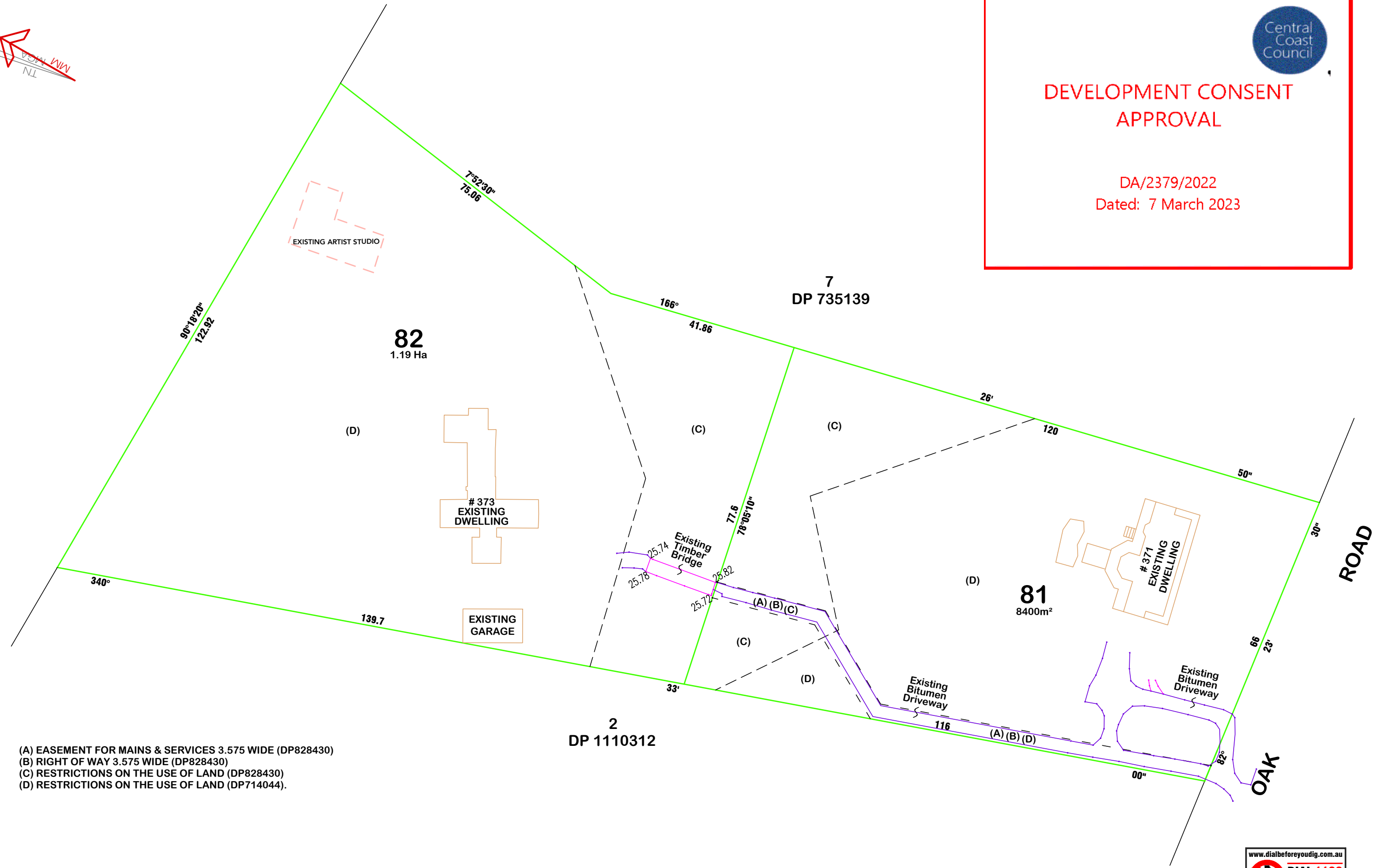
If space is insufficient use additional annexure sheet

Surveyor's Reference: 16366R



**DEVELOPMENT CONSENT  
APPROVAL**

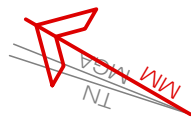
DA/2379/2022  
Dated: 7 March 2023



- (A) EASEMENT FOR MAINS & SERVICES 3.575 WIDE (DP828430)
- (B) RIGHT OF WAY 3.575 WIDE (DP828430)
- (C) RESTRICTIONS ON THE USE OF LAND (DP828430)
- (D) RESTRICTIONS ON THE USE OF LAND (DP714044).

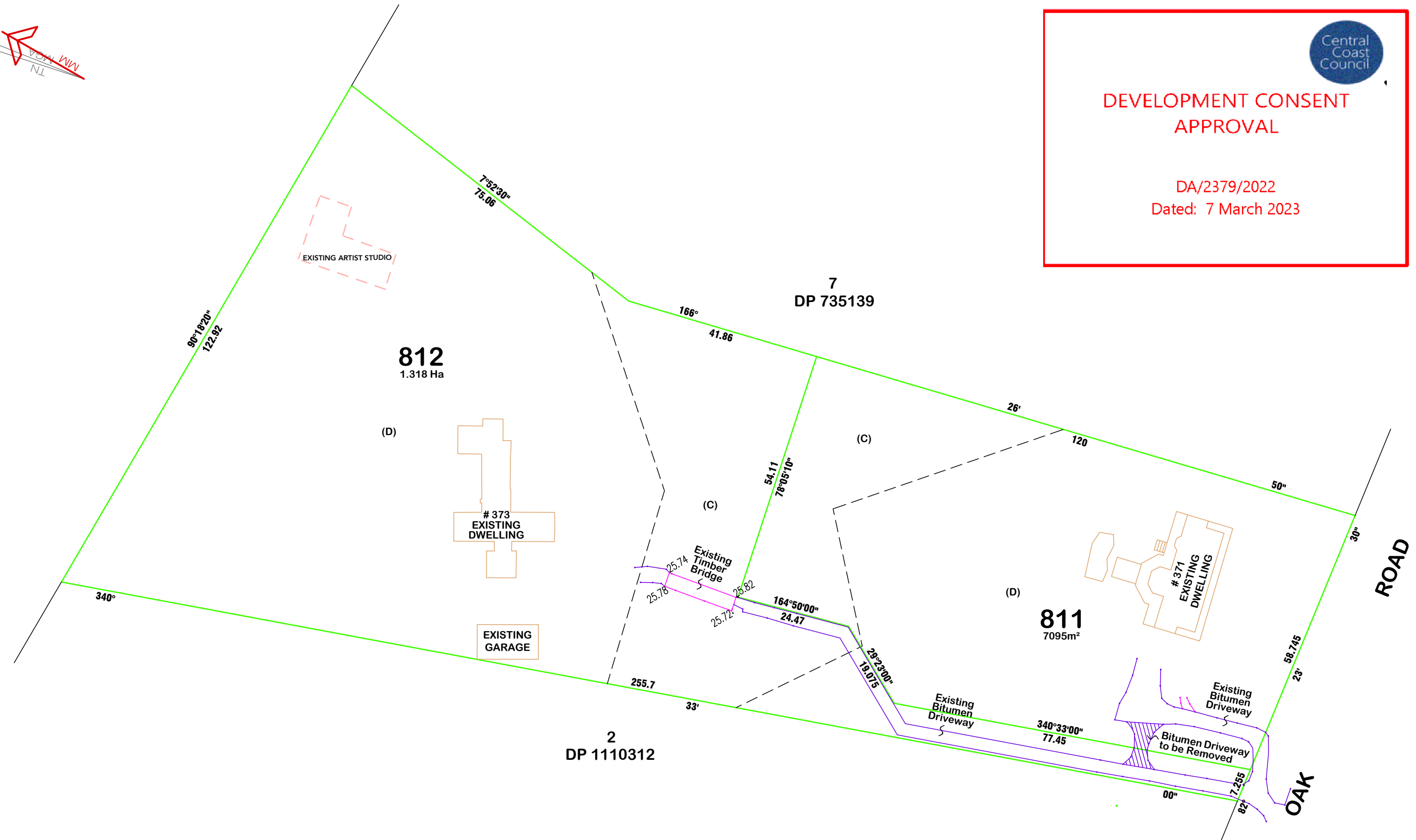


	revision: A description: Driveways Added date: 25/01/2023	client: <b>BERLACH</b> assessed: A.W.C. drawn: R.G. surveyed: W.Q.	<p><b>Clarke Dowdle &amp; Associates</b> Development Consultants surveyors - planners - ecologists - bushfire consultants</p> <p>#1 OSCAR STREET UMINA BEACH NSW 2257 ph (02)43443553 fax (02)43446636 email admin@cdasurveys.com.au Po Box 3122 Umina NSW 2257</p>	project: #371 & 373 OAK ROAD, MATCHAM. details: Lots 81 & 82 in DP 828430 drawing: EXISTING SITE PLAN	red. ratio: 1:800 reference #Go: 16366sub contour interval: N/A job date: 06/06/2022 LGA: CENTRAL COAST Parish: GOSFORD County: NORTHUMBERLAND	datum: A.H.D. ref ext: DA #: 1 of 2 number in set: 1 of 2	-all dimensions are in metres unless otherwise shown. -check and confirm all areas & dimensions on site prior to the commencement of any works. -do not scale from face of plan. -preliminary boundary fixation has been undertaken only. -if any construction is planned on or close to the boundaries further survey work will be required. -a complete investigation of services has not been undertaken for this survey. -services shown hereon have been located by visible features only. -tree trunk & height dimensions are approximate only. -tree spreads are approximate only but have been drawn to scale. -ridge & gutter levels displayed on buildings are approximate only. -underground utility mains locations are provided by Council diagrams & are approx positions only.
	These Drawings are for the express use of the intended recipient only. These drawings are not to be used / copied or forwarded to any unauthorised parties in part or whole without the express permission of Clarke Dowdle & Associates. Copyright and rights of use remain the property of Clarke Dowdle & Associates.		Registered Surveyor	www.dialbeforeyoudig.com.au 			



**DEVELOPMENT CONSENT  
APPROVAL**

DA/2379/2022  
Dated: 7 March 2023



(C) RESTRICTIONS ON THE USE OF LAND (DP828430)  
(D) RESTRICTIONS ON THE USE OF LAND (DP714044).



	revision: A description: Driveways Added date: 25/01/2023	client: <b>BERLACH</b> assessed: A.W.C. drawn: R.G. surveyed: W.Q.	 <b>Clarke Dowdle &amp; Associates</b> Development Consultants surveyors - planners - ecologists - bushfire consultants #1 OSCAR STREET UMINA BEACH NSW 2257 ph (02)43443553 fax (02)43446636 email admin@cdasurveys.com.au Po Box 3122 Umina NSW 2257	project: <b>#371 &amp; 373 OAK ROAD, MATCHAM.</b> details: <b>Lots 81 &amp; 82 in DP 828430</b> drawing: <b>PLAN SHOWING PROPOSED BOUNDARY ADJUSTMENT</b>	red. ratio: <b>1:800</b> reference #Go: <b>16366sub</b> contour interval: <b>N/A</b> job date: <b>06/06/2022</b> LGA: <b>CENTRAL COAST</b> Parish: <b>GOSFORD</b> County: <b>NORTHUMBERLAND</b>	datum: ref ext: DA #: number in set: <b>2 of 2</b>	-all dimensions are in metres unless otherwise shown. -check and confirm all areas & dimensions on site prior to the commencement of any works. -do not scale from face of plan. -preliminary boundary fixation has been undertaken only. -if any construction is planned on or close to the boundaries further survey work will be required. -a complete investigation of services has not been undertaken for this survey. -services shown hereon have been located by visible features only. -tree trunk & height dimensions are approximate only. -tree spreads are approximate only but have been drawn to scale. -ridge & gutter levels displayed on buildings are approximate only. -underground utility mains locations are provided by Council diagrams & are approx positions only.
	These Drawings are for the express use of the intended recipient only. These drawings are not to be used / copied or forwarded to any unauthorised parties in part or whole without the express permission of Clarke Dowdle & Associates. Copyright and rights of use remain the property of Clarke Dowdle & Associates.		Registered Surveyor	www.dialbeforeyoudig.com.au 			

Telephone: (02) 4306 7900  
Please Quote: DA/2379/2022  
Responsible Officer: Susana Machuca Galleguillos



D J Berlach  
373 Oak Rd  
MATCHAM NSW 2250

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

**Development Application No:** DA/2379/2022  
**Applicant:** D J Berlach  
**Property Address:** Lot 82 DP 828430  
373 Oak Road, MATCHAM NSW 2250  
**Proposal:** NOMINATED & INTEGRATED Boundary Adjustment  
**Determination:** Approved  
**Determination Date:** 7 March 2023

**Date from which this consent operates**

In accordance with Section 4.20 of the *Environmental Planning and Assessment Act 1979*, this consent becomes effective and operates from the date of this notice being 7 March 2023.

**Consent to lapse on**

7 March 2028

**Imposition of conditions**

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

**Review of Determination**

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

**Right of Appeal**

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



On behalf of the consent authority  
David Farmer  
**Chief Executive Officer**



Susana Machuca  
**Senior Development Planner**  
**DEVELOPMENT ASSESSMENT**



# Conditions

## 1. PARAMETERS OF THIS CONSENT

### 1.1. Approved Plans and Supporting Documents

Implement the development substantially in accordance with the plans and supporting documents listed below as submitted by the applicant and to which is affixed a Council stamp "Development Consent" unless modified by any following condition.

#### Plan of Proposed Subdivision by: Clarke Dowdle & Associates

Drawing	Description	Sheets	Issue	Date
16366sub	Existing Site Plan	1 of 2	A	25/01/2023
16366sub	Proposed Boundary Adjustment Plan	2 of 2	A	25/01/2023

#### Supporting Documentation

Document	Title	Date
Ref:16366	Statement of Environmental Effects prepared by Clarke Dowdle & Associates	August 2022
Ref: GO:16366D	Bushfire Assessment Report prepared by Clarke Dowdle & Associates	July 2022

### 1.2. Comply with the General Terms of Approval / requirements from the Authorities as listed below and attached as a schedule of this consent.

Government Agency / Department / Authority	Description	Ref No	Date
NSW Rural Fire Service	Bush Fire Safety Authority under Section 100B of the Rural Fires Act 1997	DA20220914010638	19/11/2022
DPE Water	Water Management Act 2000 – Controlled Activity	IDAS-2022-10593	10/10/2022

## 2. PRIOR TO ISSUE OF ANY SUBDIVISION CERTIFICATE

- 2.1. All conditions under this section must be met prior to the issue of any Subdivision Certificate.
- 2.2. Submit, and have approved, an application for a Subdivision Certificate to Council / Certifying Authority. The Subdivision Certificate application is to satisfy all of the requirements of the *Environmental Planning and Assessment Regulation 2000*.





- 2.3 At the time of this development consent, Council's records indicate that the 1%AEP flood level in the watercourse at the location of the bridge is RL 25.8m Australian Height Datum (AHD). Flood depth markers are to be installed at the bridge (both ends) together with signage at both approaches to the bridge to indicate that the bridge is not to be used in times of flooding.

Prior to the issue of a Subdivision Certificate, documentary evidence is to be submitted to Council / Certifying Authority to verify that the required flood depth markers and signage have been installed.

- 2.4. Submit written confirmation from the relevant service authorities that satisfactory arrangements have been made for the provision of the following services to each lot where available:

- telecommunications
- electricity supply
- gas supply
- national broadband network
- water supply
- sewerage

- 2.5. The Deposited Plan (DP) must include an Instrument under the Conveyancing Act 1919 for the following restrictive covenants; with Council having the benefit of these covenants and having sole authority to release and modify. Wherever possible, the extent of land affected by these covenants must be defined by bearings and distances shown on the plan.

- manage the entire property on proposed Lot 811 and Lot 812 as an Inner Protection Area (IPA) as outlined within clause 4.1.3 and Appendix 5 of Planning for Bush Fire Protection 2006 and the NSW Rural Fire Service's document Standards for Asset Protection Zones

- 2.6. Contact Council's Land Information Officer or email [ask@centralcoast.nsw.gov.au](mailto:ask@centralcoast.nsw.gov.au) for the allocation of street addressing for inclusion on Deposited Plan.

### 3. ONGOING OPERATION

- 3.1. Management of the Inner Protection Area (IPA) for proposed Lot 811 and proposed Lot 812, as required by the NSW Rural Fire Services determination letter dated 19 November 2022.
- 3.2. It is the responsibility of the owner of Lot 812 to ensure that the bridge is maintained to the requirements of NSW RFS "Planning for Bushfire Protection 2019".
- 3.3. No vegetation clearing is permitted with this proposal. Should the proponent require clearing as part of a modification to the DA, this will require reassessment by Council's Ecologist.

### 4. PENALTIES

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



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

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

### **Warnings as to Potential Maximum Penalties**

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

## **ADVISORY NOTES**

- The following public authorities may have separate requirements in the following aspects:
  - a) Australia Post for the positioning and dimensions of mail boxes in new commercial and residential developments
  - b) Jemena Asset Management for any change or alteration to the gas line infrastructure
  - c) Ausgrid for any change or alteration to electricity infrastructure or encroachment within transmission line easements
  - d) Telstra, Optus or other telecommunication carriers for access to their telecommunications infrastructure
  - e) Central Coast Council in respect to the location of water, sewerage and drainage services.
- Dial Before You Dig

Underground assets may exist in the area that is subject to your application. In the interests of health and safety and in order to protect damage to third party assets please contact Dial Before You Dig at [www.1100.com.au](http://www.1100.com.au) or telephone on 1100 before excavating or erecting structures. (This is the law in NSW). If alterations are required to the configuration, size, form or design of the development upon contacting the Dial Before You Dig service, an amendment to the development consent (or a new development application) may be necessary. Individuals owe asset owners a duty of care that must be observed when working in the vicinity of plant or assets. It is the individual's responsibility to anticipate and request the nominal location of plant or assets on the relevant property via contacting the Dial Before You Dig service in advance of any construction or planning activities.
- Telecommunications Act 1997 (Commonwealth)

Telstra (and its authorised contractors) are the only companies that are permitted to conduct works on Telstra's network and assets. Any person interfering with a facility or installation owned by Telstra is committing an offence under the *Criminal Code Act 1995 (Cth)* and is liable for prosecution. Furthermore, damage to Telstra's infrastructure may result in interruption to the provision of essential services and significant costs. If you are aware of any works or proposed works which may affect or impact on Telstra's assets in any way, you are required to contact: Telstra's Network Integrity Team on phone number 1800 810 443.



- This approval is for the subdivision of land only. Any further development application for Class 1, 2 and 3 buildings as identified by the '*Building Code of Australia*' must be subject to separate application under section 4.14 of the Environmental Planning and Assessment Act 1979 and address the requirements of '*Planning for Bush Fire Protection 2006*'.
- Any new provision of water, electricity and gas are to comply with section 4.1.3 of '*Planning for Bush Fire Protection 2006*'.
- In reference to subsection 109E(2) of the *Environmental Planning & Assessment Act 1979*, you are advised that Accredited Certifiers are not permitted to undertake the role of the Principal Certifying Authority for subdivisions. Therefore, only Central Coast Council can be appointed as the Principal Certifying Authority for the approved subdivision work.





FOLIO: 81/828430

SEARCH DATE	TIME	EDITION NO	DATE
30/5/2023	12:36 PM	8	27/5/2022

LAND

LOT 81 IN DEPOSITED PLAN 828430  
 AT MATCHAM  
 LOCAL GOVERNMENT AREA CENTRAL COAST  
 PARISH OF KINCUMBER COUNTY OF NORTHUMBERLAND  
 TITLE DIAGRAM DP828430

FIRST SCHEDULE

ROCKWOOD MATCHAM PTY LTD (T AS166837)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM - SEE CROWN GRANTS (4047 SQ. METRE)
- 2 B24903 RIGHT OF WAY APPURTENANT TO THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BENEFITED IN THE TITLE DIAGRAM, AFFECTING THE LAND SHOWN SO BURDENED IN DP175310
- 3 DP714044 RESTRICTION(S) ON THE USE OF LAND
- 4 DP735139 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP828430 EASEMENT FOR MAIN AND SERVICES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP828430 RESTRICTION(S) ON THE USE OF LAND
- 7 DP828430 RIGHT OF WAY 3.575 WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 AS166838 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

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



FOLIO: 82/828430

SEARCH DATE	TIME	EDITION NO	DATE
30/5/2023	12:36 PM	7	11/1/2019

LAND

LOT 82 IN DEPOSITED PLAN 828430  
 AT MATCHAM  
 LOCAL GOVERNMENT AREA CENTRAL COAST  
 PARISH OF KINCUMBER COUNTY OF NORTHUMBERLAND  
 TITLE DIAGRAM DP828430

FIRST SCHEDULE

DAVID JONATHON BERLACH  
 EMILY MARGARET BERLACH  
 AS JOINT TENANTS (T AM50427)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 B24903 RIGHT OF WAY APPURTENANT TO THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BENEFITED IN THE TITLE DIAGRAM, AFFECTING THE LAND SHOWN SO BURDENED IN DP175310
- 3 DP714044 RESTRICTION(S) ON THE USE OF LAND
- 4 DP735139 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP828430 EASEMENT FOR MAIN AND SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP828430 RESTRICTION(S) ON THE USE OF LAND
- 7 DP828430 RIGHT OF WAY 3.575 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 AN989243 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

PLAN FORM 2  
 SIGNATURE AND SEALS ONLY

REGISTERED  
 PLAN  
 NO 3960 OF 22-1-1993

Council Certify's Certificate  
 I hereby certify that the requirements of the Local Government Act (1993) other than those relating to the requirements for the registration of plans, and those relating to the requirements for the registration of plans, and those relating to the requirements for the registration of plans, have been complied with by the applicant in relation to the proposed subdivision.

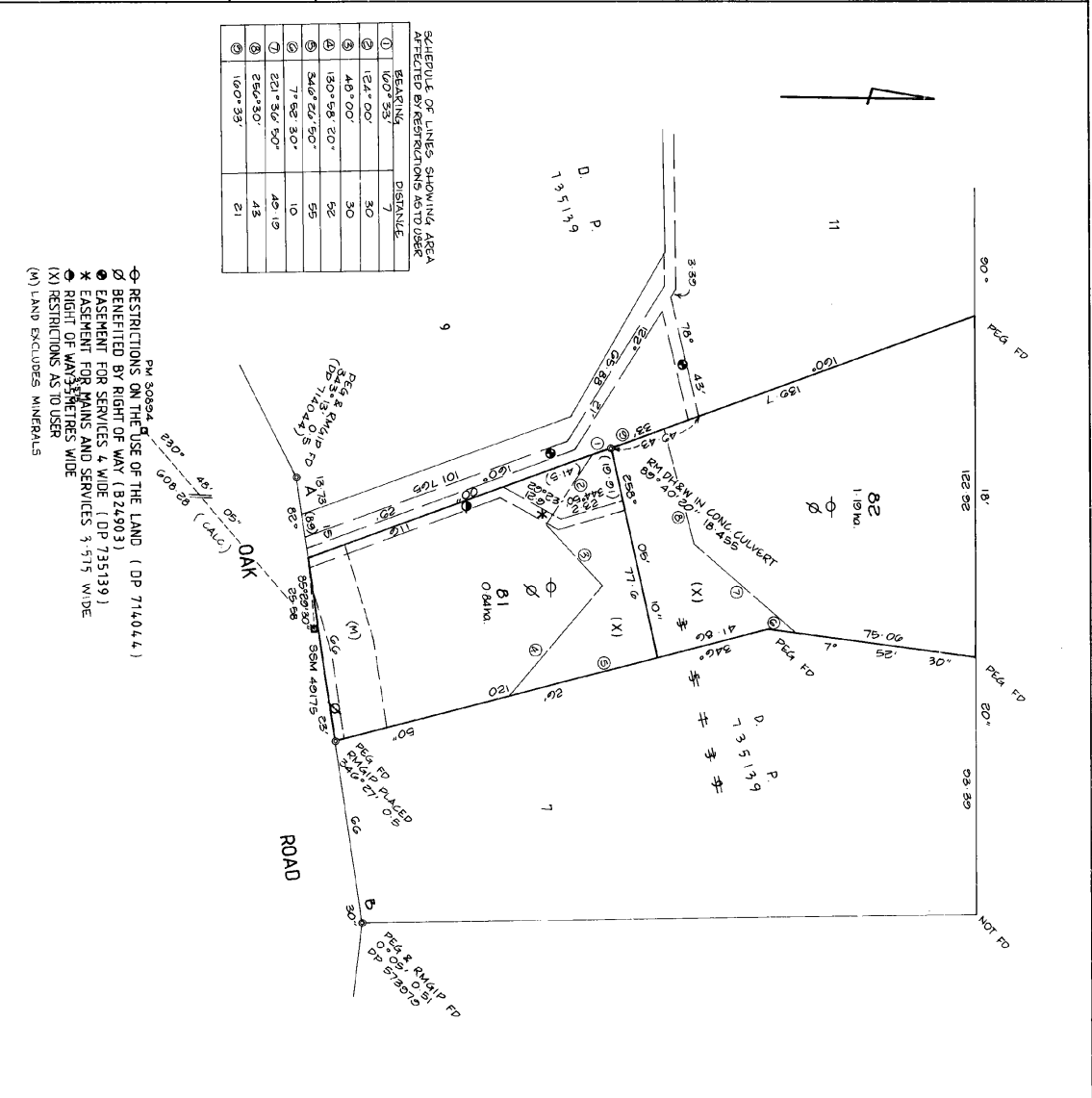
District: 52<sup>ND</sup> DIVISION  
 Council: 22<sup>ND</sup> DISTRICT  
 Council of the Municipality of ...

Common Land Office Approval  
 Land Date: ...  
 Plan No: ...

SCHEDULE OF LINES SHOWING AREA AFFECTED BY RESTRICTIONS AS TO USER

BEARING	DISTANCE
1 124° 00'	30
2 48° 00'	30
3 130° 50' 20"	52
4 346° 52' 50"	55
5 7° 02' 30"	10
6 221° 34' 50"	40.19
7 100° 33'	43
8 100° 33'	21

RESTRICTIONS ON THE USE OF THE LAND (DP 714044)  
 BENEFITED BY RIGHT OF WAY (B24903)  
 EASEMENT FOR SERVICES & WIDE (DP 735139)  
 EASEMENT FOR MAINS AND SERVICES 3.515 WIDE  
 RIGHT OF WAY 3 METRES WIDE  
 (X) RESTRICTIONS AS TO USER  
 (M) LAND EXCLUDES MINERALS



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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day: 19th February 1993



OFFICE USE ONLY  
 DP 828430  
 Registered  
 PLAN NO 3960 OF 22-1-1993  
 The System: TORRENS  
 Purpose: SUBDIVISION  
 Ref Map: U3697 - 2  
 Last Plan: DP 735139  
 PLAN OF SUBDIVISION OF LOT 8 IN DP 735139  
 Lengths are in metres. Reduction Ratio: 1:1000

Localities: GOSFORD, MATCHAM  
 Parish: KINCUMBER  
 County: NORTHUMBERLAND  
 This is sheet 1 of my plan in (insert if applicable)

1 BARRY ERIC CHARLES HUNT  
 of 5 CART ANNE CLOSE THURRI LINDI  
 ...  
 2 ...  
 ...  
 ...  
 ...  
 ...  
 ...

Plans used in preparation of survey/compilation  
 DP 735139  
 DP 714044  
 DP 573572

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create reservations for reserves, easements or other purposes as to their  
 PURSUANT TO SEC 88B OF THE CONVEYANCING ACT IT IS INTENDED TO CREATE  
 (1) EASEMENT FOR MAINS & SERVICES  
 (2) RESTRICTION ON THE USE OF LAND  
 (3) RESTRICTION ON THE USE OF THE LAND  
 (4) RIGHT OF WAY.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT 1919.**

Sheet 1 of 4 Sheets

Plan

DP 828430

**Part 1**

Subdivision of Lot 8 in Deposited Plan No. 735139 covered by Council Clerk's Certificate No. 15062 dated 5 June 1992.

Full Name and Address of the Proprietor of the Land

Kenneth Peter Johnson  
 RMB 5723 Oak Road  
 Matcham NSW 2250

1. Identity of Easement firstly referred to in the above-mentioned plan

Easement for Mains and Services.

**SCHEDULE OF LOTS ETC AFFECTED**

- |  |  |
|--|--|
| Lots Burdened  | Lots, Name of Road or Authority Benefited. |
| Lot 81   | Council of the City of Gosford.            |
| 2. Identity of Restriction on the Use of Land secondly referred to in the above-mentioned plan | Restriction on the use of Land             |

**SCHEDULE OF LOTS ETC AFFECTED**

- |   |   |
|---|---|
| Lots Burdened   | Lots, Name of Road of Authority Benefited |
| Lot 81, Lot 82  | Lot 82, Lot 81                            |
| 3. Identity of Restriction on the use of land thirdly referred to in the above-mentioned plan | Restriction on the use of Land            |

**SCHEDULE OF LOTS ETC AFFECTED**

- |               |   |
|---------------|---|
| Lots Burdened | Lots, Name of Road of Authority Benefited |
| Lot 81        | Lot 82                                    |

REGISTERED 16.2.1993

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

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT 1919.**

Sheet 2 of 4 Sheets

DP 828430

**Part 11**

4. Terms of Right of Way referred to in the above-mentioned plan

**SCHEDULE OF LOTS ETC AFFECTED**

- |               |   |
|---------------|---|
| Lots Burdened | Lots, Name of Road of Authority Benefited |
| Lot 81        | Lot 82                                    |

1. Terms of Easement firstly referred to in the above-mentioned plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time and at all times by means of cables being either electrical, telegraphic or telephonic, by means of supply of water by pipes and means of pipes to drain sewerage and other waste material and fluid in any quantities across and through the land herein indicated as the line of pipes already laid within the servient tenement for the purpose of the easement, any sewerage or any pipe or pipes in replacement or in substitution thereof and together with the right for the grantee and every person authorised by him, with any tools, implement, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition and this easement shall not be released varied or modified without the consent of the Council of the City of Gosford or its successors in name or kind.

2. Terms of Restriction on the Use of Land secondly referred to in the above-mentioned plan.

No boundary fence is to be erected on the land between the lots in the area marked with the letter X on the above-mentioned plan and no clearing of vegetation in the area so marked particularly no removal of Palm Trees, Blue Gum Trees in the area so described.

REGISTERED 16.2.1993

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 19th February 1993



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE

OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE

CONVEYANCING ACT 1919.

**DP 828430**

Sheet 3 of 4 Sheets

3. Terms and Restrictions on the Use of Land thirdly referred to in the above-mentioned plan.

No building or other structure shall be erected, constructed or placed on the land shown as Lot 81 excepting such building or structure as shall be constructed in an Australian Colonial style in natural colours such as brown, green or beige.

4. Terms of Right of Way fourthly referred to in above-mentioned plan.

Right of way shown on the plan being 3.575 metres wide so shown on the plan and following the western boundary of Lot 81 as shown on the above-mentioned plan being a right of way or use or passage at all times and for all purposes to the benefit of the proprietor for the time being of Lot 82, his heirs, executors administrators and assigns and their servants aids and workmen with or without vehicles or animals and is hereby declared that the said reserved right of way is appurtenant to the lot described as Lot 82.

Name of person empowered to release or modify the Easement firstly referred to in the above-mentioned plan

Kenneth Peter Johnson, his executors and administrators for so long as he remains the proprietor of Lot 82 in the said plan and thereafter by the person or persons in whom the legal estate in fee simple is vested for the said Lot 82.

Name of person empowered to release, vary or modify the restriction as to user secondly referred to in the above-mentioned plan

Gosford City Council

Name of person empowered to release, vary or modify the restrictions as to user thirdly referred to in the above-mentioned plan

Kenneth Peter Johnson, his executors and administrators for so long as he remains the proprietor of Lot 82 in the said plan and thereafter by the person or persons in whom the legal estate in fee simple is vested for the said Lot 82.

REGISTERED 16.2.1993



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

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE

OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE

CONVEYANCING ACT 1919.

**DP 828430**

Sheet 4 of 4 Sheets

Name of person empowered to release, vary or modify the right of way referred to in the above-mentioned plan

Kenneth Peter Johnson, his executors and administrators for so long as he remains the proprietor of Lot 82 in the said plan and thereafter by the person or persons in whom the legal estate in fee simple is vested for the said Lot 82.

Signed in my presence by Kenneth Peter Johnson who is personally known to me )

*[Signature]*

Approved by the Council of the City of Gosford

*[Signature]*  
Town Clerk

SIGNED AT SYDNEY THE 13<sup>TH</sup> DAY OF FEBRUARY 1993. FOR COMMONWEALTH SAVINGS BANK OF AUSTRALIA by its attorney the AUSTRALIAN ASSURANCE & NSW Administration Branch Lending and Finance Department COMMONWEALTH BANK OF AUSTRALIA who is the attorney mentioned and referred to in Power of Attorney registered in the said Titles Office Book 38/9 No. 800.

*[Signature]*  
*[Signature]*  
C.J. DEVOY

REGISTERED 16.2.1993

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 19th February 1993





B24903

Plan Form No. 7 (for compilations)

M.M.

EP175310

B 24903

Municipality of  
Shire of Erina

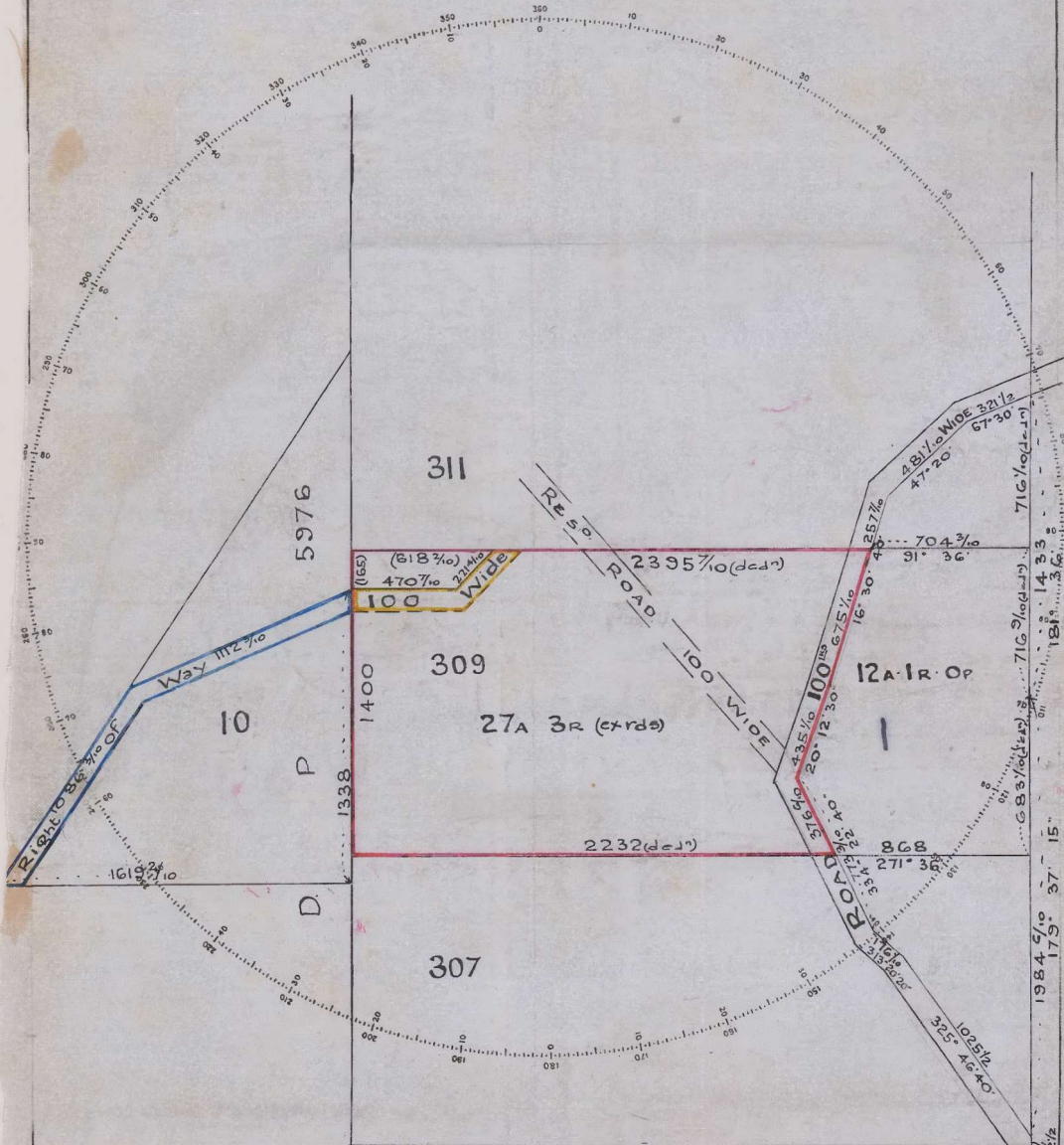
PLAN

Part of Por. 309<sup>(PH)</sup>

(6)

Parish of Kincumber County of Northumberland

Scale 6 Chns. to an Inch



*W. Rogers*  
*S. H. Gage*

Signatures of parties to be made in this margin.

This is the plan marked " " referred to in Transfer

Dated 3<sup>rd</sup> December 1923

I certify that this plan has been compiled from the information shown on

T.A.G53308. Vol. 2223. Fo. 160. D.P. 5976 + N. 537, 1501. and is correct for the purposes of the Real Property Act.

*Pls big Plan  
on 7-12-23  
over 270 on exrd  
cont (by delv)  
T.M.W.*

*F. W. Clunnes*

Licensed Surveyor.

28<sup>th</sup> November 1923

M

PX

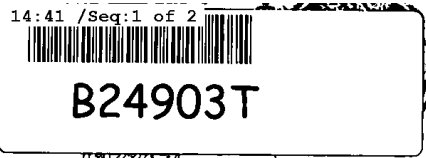


CONVERSION TABLE ADDED IN  
DEPARTMENT OF LANDS

DP 175310

LINKS	METRES
36	7.242
37	7.443
61.72	12.416
86.3	17.361
100	20.117
165	33.193
176	35.406
176.1	35.426
181	36.411
221.4	44.539
257.7	51.841
313.2	63.006
321.5	64.676
376.6	75.760
435.1	87.528
470.7	94.690
481.1	96.782
618.2	124.362
675.1	135.809
683.1	137.418
704.3	141.683
716.1	144.056
716.9	144.217
773.3	155.563
868	174.614
1025.5	206.298
1086	218.468
1086.3	218.529
1112.3	223.759
1112.5	223.799
1338	269.163
1400	281.635
1433	288.274
1619.2	325.731
1984.6	399.238
2232	449.007
2395.7	481.938

AC	RD	P	HA
12	1	-	4.957
27	3	-	11.23



Certificate .....  
W. ROGERS, WILLIAM ROGERS of Hornsby Grazier

~~314232~~  
 (herein called transferror )

usts must not be disclosed  
 he transfer  
 less estate strike out in  
 simple, and interline the  
 ried alteration.

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 three hundred and twenty one pounds seventeen shillings and sixpence ———— (£21.17.6 (the receipt whereof is hereby acknowledged) paid to me by

SEPTIMUS HERBERT CATEGOOD of Hornsby Farmer

**B 24903**

**24903**

(herein called transferee )

to two or more, state  
 ether as joint tenants or  
 antants in common

do hereby transfer to the said transferee<sup>b</sup>  
 ALL such Estate and Interest in ALL THE land mentioned in the schedule following:—

(a) County.	Parish.	State if Whole or Part.	Vol.	Folio
Northumberland	Kincumber	part	3229	160

all the references cannot  
 conveniently inserted, a  
 m of annexure (obtainable  
 L.T.O.) may be added.  
 y annexure must be signed  
 the parties and their sig-  
 natures witnessed.  
 ese references will suffice if  
 whole land in the grant or  
 tificate be transferred.  
 part only add "and being  
 sec. D.P."  
 eing the land shown in  
 plan annexed hereto," or  
 eing the residue of the  
 id in certificate (or grant)  
 istered Vol. Folio  
 here the consent of the  
 al council is required to  
 subdivision the certificate  
 d plan mentioned in  
 s L. G. Act, 1919, should  
 company the transfer.  
 rike out if unnecessary.  
 venants should comply  
 th section 89 of the  
 nveyancing Act, 1919.  
 re also should be set forth  
 y right-of-way or easement  
 exception.  
 y provision in addition to  
 modification of the  
 venants implied by the  
 t may also be inserted.

And the transferee covenants with the transferror<sup>d</sup> and being the land shown on the plan hereto annexed and therein edged red Together with a right of way or passage at all times and for all purposes to the transferee his heirs executors administrators and assigns his and their servants agents and workmen with or without horses carts carriages or other animals or vehicles over the land shown on the plan hereto annexed and therein edged blue and subject to a right of way or passage at all times and for all purposes in favour of the Vendor his heirs executors administrators and assigns his and their servants agents and workmen with or without horses carts carriages or other animals or vehicles over the land shown on the plan hereto annexed and therein edged yellow. And it is hereby declared that the said reserved right of way is appurtenant to the residue of the land comprised in the said Certificate of Title Volume 3229 Folio 160 to the land comprised in the said Certificate of Title Volume 2592 Folio 115 and Crown Grant Volume 639 Folio 6.

very short note will suffice.

ENCUMBRANCES, &c., REFERRED TO:

PLAN REFILED IN  
 PLAN ROOM AS F.P.  
 175310

executed within the State  
 is instrument should be  
 ned or acknowledged before  
 e Registrar-General, or  
 eputy Registrar-General, or  
 Notary Public, a J.P., or  
 ommissioner for Affidavits,  
 whom the Transferror is  
 own, otherwise the attest-  
 g witness must appear  
 fore one of the above func-  
 naries to make a declara-  
 n in the annexed form.  
 s to instruments executed  
 elsewhere, see page 2.

Signed at Sydney the third day of December 1923.

'Signed in my presence by the transferror  
 WHO IS PERSONALLY KNOWN TO ME  
Kate Miller

W. Rogers  
 Transferror.\*

'Signed  
Sydney

repeat attestation if  
 necessary.

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  
Kate Miller

Septimus H. Categood  
 Transferee.

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

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

CONSENT OF MORTGAGEE.

release and discharge the land comprised in the within mortgage under Mortgage No. 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 192 } Mortgagee.  
 Signed in my presence by }  
 who is personally known to me. }

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.<sup>h</sup>

Signed at the day of 192 }  
 Signed at the place and on the date above-mentioned, in the presence of— }

<sup>h</sup> Strike out unnecessary words. Add any matter necessary to show that the power effective.

FORM OF DECLARATION BY ATTESTING WITNESS!

Appeared before me at the day of one thousand nine hundred and twenty 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.

<sup>i</sup> May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER of

29 Acres 3 roods perches.  
 Part of Par. III (309 of Ph.)

Shire *Erina*  
 Municipality *Erina*  
 Parish *Kentumber* County *Northumberland*  
*(together with and resp. 2 of way)*  
*Septimus Herbert Gategood* Transferee.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.
C/T	Vol 3229/160	<i>Rogers</i>
C/T	2592/115	
	639/16.	

Particulars entered in Register Book, Vol. 639 Fol. 6  
 " 2592 " 115  
 " 3229 " 160

the 24<sup>th</sup> day of December 1923  
 at minutes 12 o'clock in the noon.

*Notary Public*  
 Registrar-General

B 024903

PROGRESS RECORD

	Date	Signature
Sent to Survey Branch ...	21/12/23	<i>[Signature]</i>
Received from Records	14/1/23	<i>[Signature]</i>
Draft written ...	17/12/23	<i>[Signature]</i>
Draft examined ...	17/12/23	<i>[Signature]</i>
Diagram prepared	21/12/23	<i>[Signature]</i>
Diagram examined	21/12/23	<i>[Signature]</i>
Draft forwarded	21/12/23	<i>[Signature]</i>
Supt. of Engrossers	21/12/23	<i>[Signature]</i>
Cancellation Clerk	21/12/23	<i>[Signature]</i>

VOL. 3545 FOL. 129

Diagram Fees ...	2/6	<i>[Signature]</i>
Additional Folios		

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

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

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

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

Tenants in common must receive separate Certificates.

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

B24903

Plan Form No. 7 (for compilations)

M.M.

EP175310

B 24903

Municipality of  
Shire of Erina

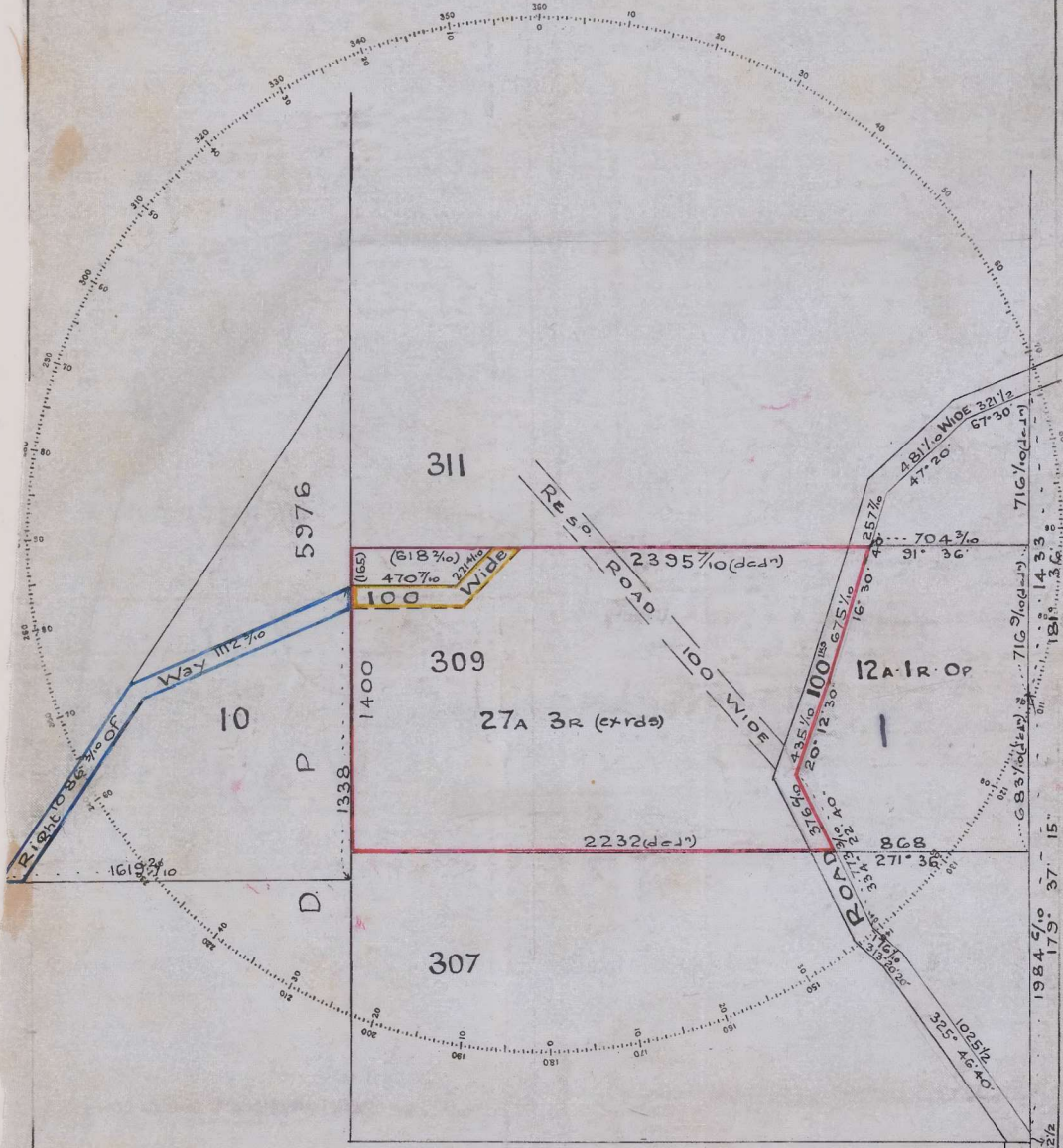
PLAN

Part of Por. 309<sup>(PH)</sup>

(6)

Parish of Kincumber County of Northumberland

Scale 6 Chns. to an Inch



*W. Rogers*  
*S. H. Galswood*  
Signatures of parties to be made in this margin.

This is the plan marked " " referred to in Transfer  
 Dated 3<sup>d</sup> December 1923

I certify that this plan has been compiled from the information shown on  
 T.A.653308, Vol. 3223, Fo. 160, D.P. 5976 + N. 537, 1501 and is correct for the purposes of  
 the Real Property Act.

*Pls big Plan  
 on 7-12-23  
 over 2700 on exrds  
 com'd (by det'd)  
 (by T.A. 1501)*

*F. W. Colman*  
Licensed Surveyor

28<sup>th</sup> November 1923

M

PX



CONVERSION TABLE ADDED IN  
DEPARTMENT OF LANDS

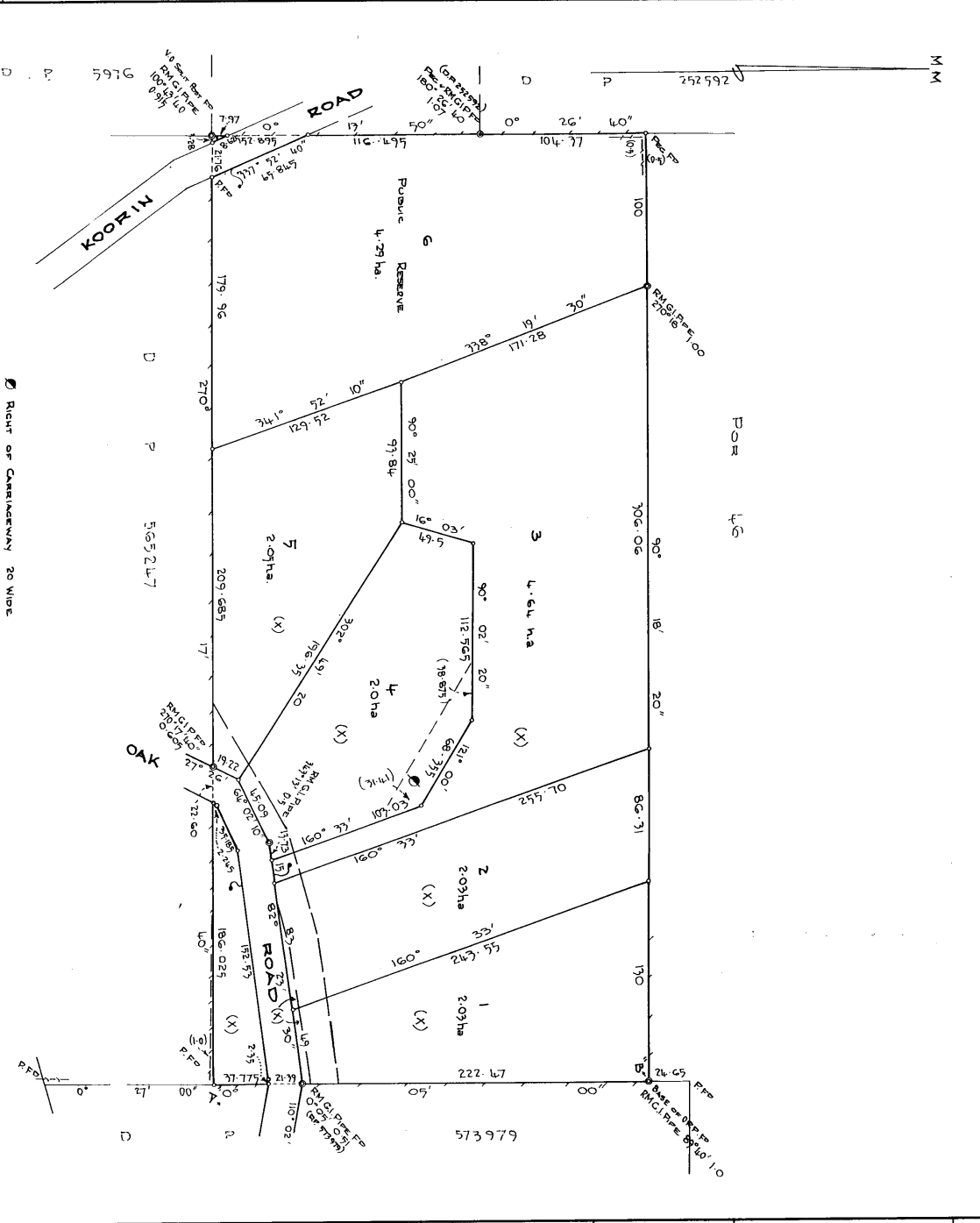
DP 175310

LINKS	METRES
36	7.242
37	7.443
61.72	12.416
86.3	17.361
100	20.117
165	33.193
176	35.406
176.1	35.426
181	36.411
221.4	44.539
257.7	51.841
313.2	63.006
321.5	64.676
376.6	75.760
435.1	87.528
470.7	94.690
481.1	96.782
618.2	124.362
675.1	135.809
683.1	137.418
704.3	141.683
716.1	144.056
716.9	144.217
773.3	155.563
868	174.614
1025.5	206.298
1086	218.468
1086.3	218.529
1112.3	223.759
1112.5	223.799
1338	269.163
1400	281.635
1433	288.274
1619.2	325.731
1984.6	399.238
2232	449.007
2395.7	481.938

AC	RD	P	HA
12	1	-	4.957
27	3	-	11.23

*E. D. Spillings*  
*of the Spillings*

**Council Clerk's Certificate**  
 I hereby certify that -  
 (a) The requirements of the Local Government Act, 1929  
 have been complied with by the applicant in relation to the  
 proposed "new road", "subdivision" or "conservation" as set out herein  
 Subdivision No. 135 DIVISION  
 Date 13.5.85  
 Signature: *[Signature]*  
 (b) The requirements of the Local Government Act, 1929  
 have been complied with by the applicant in relation to the  
 proposed "new road", "subdivision" or "conservation" as set out herein  
 Subdivision No. 135 DIVISION  
 Date 13.5.85  
 Signature: *[Signature]*



**PLAN OF SUBDIVISION OF PORTION 312**  
 Municipality: GOSFORD  
 City: MATCHAM  
 Parish: KINCUMBER  
 County: NORTHUMBERLAND  
 This is sheet 1 of 1 of plan in (Date if applicable) 1 sheets.  
 1. **GENERAL**  
 of Statute, s. 48(1), as amended, and the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Surveyors Act, 1929, and was completed on 13.5.85.  
 Signature: *[Signature]*  
 Surveyor registered under Surveyors Act, 1929, as amended.  
 (Name Line of Address)  
 State out river (1) or (2), (stream date of survey).  
 Panel for use only for statements of intention to dedicate public road or to create public reserves, drainage reserves, easements or restrictions as to user.  
 IT IS INTENDED TO CREATE PURSUANT TO SEC 88(1) OF THE CONVEYANCING ACT 1919-1944 AS SET OUT IN THE ACCOMPANYING INSTRUMENT SIGNED BY THE TOWN CLERK  
 (1) RIGHT OF CARRIAGEWAY 20 WIDE  
 (2) RESTRICTIONS AS TO USER  
 THIS IS INTENDED TO CREATE LOT 6 AS PUBLIC RESERVE  
 SURVEYOR'S REFERENCE: 5112

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300	310	320	330	340	350
Table of mm																																		

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION  
 SURVEYOR'S REFERENCE: 5112

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

(Sheet 1 of 2 Sheets)

**PART I**

Plan: **DP714044** Subdivision of Portion 312 of the Parish of Kincumber covered by Council Clerk's Certificate No of 1985

Full names and addresses of proprietors of the land: Ernest Arthur Golding of RMB 5735 Oak Road Matcham via Gosford Farmer AND Violet May Golding of the same address his wife

1. Identity of Easement firstly referred to in abovementioned plan: Right of Carriageway 20 wide

**SCHEDULE OF LOTS ETC AFFECTED**

<u>Lot Burdened</u>	<u>Lot Benefited</u>
4	3

2. Identity of Restriction secondly referred to in abovementioned plan: Restrictions as to User

**SCHEDULE OF LOTS ETC AFFECTED**

<u>Lot Burdened</u>	<u>Lot Benefited</u>
Each Lot (except Lots 3 and 6)	<del>Every other Lot (including Lots 3 and 6)</del> 1,2,3,4 & 5

**PART II**

1. Terms of Easement firstly referred to in the abovementioned plan:  
Right of Carriageway 20 wide as defined in Schedule VIII Part I of the Conveyancing Act 1919
2. Terms of Restrictions as to User secondly referred to in the abovementioned plan:
- a No main building erected or permitted to remain on any Lot (except Lot 3) shall have a minimum overall floor area (including any attached garage or carport under the main roof) of less than 110 m<sup>2</sup>.
  - b No fence shall be erected on any lot burdened to divide such land from any adjoining lands without the consent of Ernest Arthur Golding and Violet May Golding their executors administrators and assigns, but such consent shall not be withheld if such fences are erected without expense to Ernest Arthur Golding and Violet May Golding their executors administrators and assigns and such consent shall be deemed to have been given in respect of every such fence for the time being erected. This restriction shall apply only during the ownership of a Lot burdened by this restriction by either Ernest Arthur Golding and Violet May Golding their executors administrators and assigns other than purchasers on sale.

*ng*

*gr*



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

DP714044

(Sheet 2 of 2 Sheets)

c These restrictions shall be of no further force and effect whatever after the 1st day of January 2010.

Name of person empowered to release vary or modify the easement firstly referred to in the abovementioned plan:

Ernest Arthur Golding and Violet May Golding their executors and administrators for so long as they remain the proprietors of Lot 3 in the said Plan and thereafter by the person or persons in whom the legal estate in fee simple is vested for the said Lot 3.

Name of person empowered to release vary or modify the restrictions as to user secondly referred to in the abovementioned plan:

Ernest Arthur Golding and Violet May Golding and their executors and administrators.

SIGNED in my presence by the said )  
ERNEST ARTHUR GOLDING and VIOLET )  
MAY GOLDING who are personally )  
known to me:

*A. Jones*  
ANNE-LOUISE JONES  
Clerk  
Gosford.

*E. A. Golding*  
*V. M. Golding*

~~SIGNED~~  
~~APPROVED~~ by the Council of the City of  
Gosford

-----  
*[Signature]*  
DEPUTY TOWN CLERK.

INSTRUMENT SETTING OUT INTERESTS CREATED  
PURSUANT TO SECTION 88B, CONVEYANCING ACT,  
1919, LODGED WITH DP714044



*[Signature]* 15.8.1985

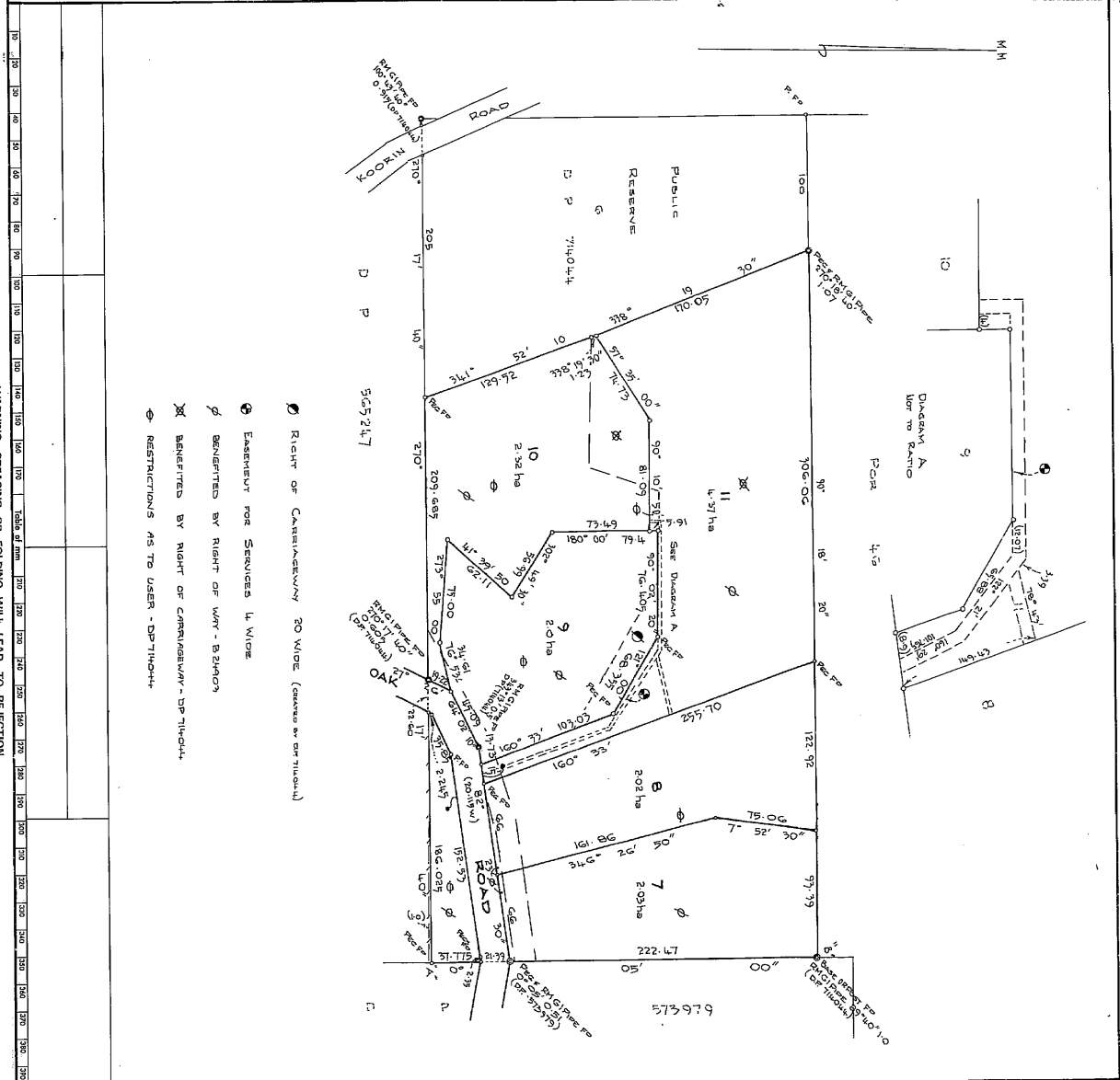
PLAN FORM 2

Signatures and seals only.

Signatures and seals of Council Clerk, Registrar-General, and other officials.

Signature: *[Handwritten Signature]*  
 Signature: *[Handwritten Signature]*  
 Signature: *[Handwritten Signature]*  
 Signature: *[Handwritten Signature]*

Council Clerk's Certificate  
 I hereby certify that -  
 (a) the requirements of the Local Government Act, 1919  
 (b) the requirements of the Local Government Regulation, 1919  
 (c) the requirements of the Local Government Act, 1958  
 (d) the requirements of the Local Government Regulation, 1958  
 (e) the requirements of the Local Government Act, 1988  
 (f) the requirements of the Local Government Regulation, 1988  
 have been complied with by the applicant in relation to the proposed "new road", "subdivision" or "conveyance" set out herein.  
 Subdivision No. U3697-2  
 Date 14.8.86

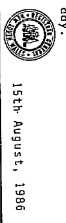


- ⊙ RIGHT OF CARRIAGEWAY 20 WIDE (created by DP 714044)
- ⊙ EASEMENT FOR SERVICES 1.5 WIDE
- ⊙ BENEFITED BY RIGHT OF WAY - B24009
- ⊙ BENEFITED BY RIGHT OF CARRIAGEWAY - DP 714044
- ⊙ RESTRICTIONS AS TO USER - DP 714044

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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

This negative is a photostatic made as a permanent record of a document in the custody of the Registrar General this day.



1 1 0 0 5 A I A

Registered: 7-8-1986  
 CA: N° 1180 OF 11-4-1986  
 Title System: TORRENS  
 Purpose: SUBDIVISION  
 Ref. No.: U3697-2  
 Lot Plan: DP 714044

PLAN OF SUBDIVISION OF LOTS 1, 2, 3, 4 & 5 ON DP 714044

Reduction Ratio: 1:2000  
 Lengths are in meters.

Matchlines: GOSFORD  
 Locality: MATCHAM  
 Parish: KILCUBBER  
 County: NOETHURBERLAND

This document may be obtained from the Registrar-General, Sydney.

Signature: *[Handwritten Signature]*  
 Date: 15th August 1986

Authorised by the Registrar-General under the provisions of the Land Transfer Act, 1925 and the Land Transfer Regulation, 1925.

Subdivision No. U3697-2  
 Date 15th August 1986

Plan Drawing only to appear in this space

SUBDIVISION REFERENCE: 542 (2)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
 INTENDED TO BE CREATED PURSUANT TO SECTION 99B OF THE  
 CONVEYANCING ACT 1919

(Sheet 1 of 2 Sheets)

Plan: DP735139

PART 1

Full names and addresses of  
 DEPOSITORS of the Land:

Subdivision of Lots 1, 2, 3, 4 and 5 in Deposited Plan  
 7406 covered by Council Clerk's Certificate No. V160  
 of 1986

Lots 1, 3 and 4 in D.P. 714044:  
 Ernest Arthur Golding of 3969 5328 Oak Road  
 Hinesdale Georgia and Violet May Golding  
 of the same address, his wife  
 Lot 2 in D.P. 714044:  
 Kenneth Peter Johnson of 103 Wismans Ferry Road South  
 Merrola Artist and Rosemary Jane Johnson of the same  
 address his wife  
 Lot 5 in D.P. 714044:  
 Rodney Arthur Gibbs of  
 Medical Practitioner and Janice Kathleen Gibbs of the  
 same address Student  
 Easement for Services & Wide

1. Identity of Easement firstly  
 referred to in above mentioned  
 Plan:

SCHEDULE OF LOTS ETC. AFFECTED

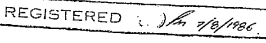
Lot Burdened	Lot Benefited
11	8 and 10

PART II

1. Terms of Easement firstly referred to in the above mentioned Plan:

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or who is in a position to do so shall be capable of enjoyment and every person authorised by him from time to time shall be entitled to use and exercise public authority to pass convey and transmit across through under or over and in any quantities and in any manner such supplies of electricity and telephone service through that part of the land herein indicated as the servient tenement or to be provided by the dominant tenement with such services and to install and maintain transmission lines already laid or expected to be laid, or to be laid in the future, or to be substituted therefor and where no such transmission line exists to lay place erect suspend and maintain such a line on above or below the surface of the land herein indicated as the servient tenement, and to connect such line to any other such line and to construct, erect and maintain a transmission line of whatever capacity shall be constructed and maintained upon or suspended above the surface of such part of the servient tenement and together with the right for the person aforesaid and every person authorised by him or any such public authority with any tools implements or machinery necessary for the purpose of laying, erecting, suspending, supporting, maintaining or repairing maintaining constructing erecting or replacing such lines or transmission

*Ernest Arthur Golding*  
*Violet May Golding*  
*Kenneth Peter Johnson*  
*Rosemary Jane Johnson*  
*Rodney Arthur Gibbs*  
*Janice Kathleen Gibbs*



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
 INTENDED TO BE CREATED PURSUANT TO SECTION 99B OF THE  
 CONVEYANCING ACT 1919

DP735139

(Sheet 2 of 2 Sheets)

lines or any part thereof and for any of the aforesaid purposes to open the surface of the land herein indicated as the dominant tenement to such extent as may be necessary provided that the person entitled as aforesaid and the persons authorised by them will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

Name of person empowered to release or vary or modify the easement firstly referred to in the above mentioned Plan:

The person or corporation in whom the legal estate in the land is vested and who is authorised by the said instrument as aforesaid to vary or modify the easement.

SIGNED in my presence by the said  
 ERNEST ARTHUR GOLDING and  
 VIOLET MAY GOLDING who are  
 personally known to me:  
*[Signature]*  
 C. A. ELDER,  
 Notation, Solicitor

SIGNED in my presence by the said  
 ROSEMARY JANE JOHNSON and  
 KENNETH PETER JOHNSON who are  
 personally known to me:  
*[Signature]*

SIGNED in my presence by the said  
 RODNEY ARTHUR GIBBS and  
 JANICE KATHLEEN GIBBS who are  
 personally known to me:  
*[Signature]*  
 J. W. GILBERT,  
 Notary Public

SIGNED by the Council of the City of  
 Gosford:  
*[Signature]*

Signed at Gosford on the 27th day of May 1986  
 I, the undersigned, Clerk of Council for the City of Gosford, do hereby certify that the above is a true and correct copy of the instrument as deposited with me for recording and that the instrument has been recorded in the Register of Instruments of the City of Gosford and that the instrument has been recorded in the Register of Instruments of the City of Gosford.

*[Signature]*  
 SHAW JACKSON (Solicitors)

Signed at Gosford on the 23rd day of May 1986  
 I, the undersigned, Clerk of Council for the City of Gosford, do hereby certify that the above is a true and correct copy of the instrument as deposited with me for recording and that the instrument has been recorded in the Register of Instruments of the City of Gosford and that the instrument has been recorded in the Register of Instruments of the City of Gosford.

*[Signature]*  
 SHAW JACKSON (Solicitors)



DP735139

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day



11th August, 1986



O'Connor & Co Solicitors & Conveyancers  
PO Box 154  
ETTALONG BEACH NSW 2257

## **SECTION 10.7(2) AND (5) PLANNING CERTIFICATE**

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

<b>Fee paid:</b>	\$156.00
<b>Receipt No:</b>	18860591
<b>Receipt Date:</b>	31 May 2023
<b>Property Address:</b>	373 Oak Road, MATCHAM NSW 2250
<b>Property Description:</b>	Lot 82 DP 828430
<b>Property Owner</b>	D J Berlach and E M Berlach
<b>Certificate No:</b>	62596
<b>Reference No:</b>	12936 ROCKWOOD:244296
<b>Date of issue:</b>	31-May-2023

The information contained within this certificate relates to the land.



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

**Gosford Office:** 91-99 Mann Street, Gosford

**P** 02 4306 7900 | **E** [ask@centralcoast.nsw.gov.au](mailto:ask@centralcoast.nsw.gov.au) | **W** [centralcoast.nsw.gov.au](http://centralcoast.nsw.gov.au) | ABN 73 149 644 003

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

<b>1</b>	<b>NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS</b>
----------	---

**(1) Environmental Planning Instruments and Development Control Plans which apply to the land**

Interim Development Order 122 gazetted 30/03/79 (as amended)

Central Coast Development Control Plan 2022

State Environment Planning Policy (Exempt and Complying Development Codes) 2008  
State Environment Planning Policy (Building Sustainability Index: BASIX) 2004  
State Environment Planning Policy No. 65 – Design Quality of Residential Apartment Development  
State Environment Planning Policy (Primary Production) 2021  
State Environment Planning Policy (Transport and Infrastructure) 2021  
State Environment Planning Policy (Biodiversity and Conservation) 2021  
State Environment Planning Policy (Resilience and Hazards) 2021  
State Environment Planning Policy (Industry and Employment) 2021  
State Environment Planning Policy (Resources and Energy) 2021  
State Environment Planning Policy (Planning Systems) 2021  
State Environmental Planning Policy (Housing) 2021

**(2) Proposed Environmental Planning Instruments and Draft Development Control Plans which will apply to the land and is or has been the subject of community consultation or public exhibition**

Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021  
Proposed State Environment Planning Policy (Building Sustainability Index: BASIX) 2004  
Standard Instrument (Local Environmental Plans) Order 2006  
Proposed State Environmental Planning Policy (Housing) 2021  
Proposed State Environment Planning Policy (Planning Systems) 2021

<b>2</b>	<b>ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS</b>
----------	--

**(a) Identity of the Zone**

Lot 82 DP 828430

7(C2) SCENIC PROTECTION RURAL IDO 122

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

(i) development that may be carried out within the zone without the need for development consent,

(ii) development which may not be carried out within the zone except with development consent and

(iii) development which is prohibited within the zone.

**(c) Whether additional permitted uses apply to the land**

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

**(d) Development Standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house**

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

**(e) Land includes or comprises critical habitat**

No

**(f) Land is in a conservation area**

No

**(g) Item of environmental heritage is situated on the land**

None

<b>3</b>	<b>CONTRIBUTION PLANS</b>
----------	---------------------------

Central Coast Council Regional Section 7.12 Development Contributions Plan 2019.

<b>4</b>	<b>COMPLYING DEVELOPMENT</b>
----------	------------------------------

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

#### **HOUSING CODE**

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

#### **RURAL HOUSING CODE**

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

#### **LOW RISE HOUSING DIVERSITY CODE**

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

#### **GREENFIELD HOUSING CODE**

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

#### **HOUSING ALTERATIONS CODE**

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

#### **GENERAL DEVELOPMENT CODE**

Complying development under the General Development Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State

Environmental Planning Policy (Exempt and Complying Development Codes) 2008.  
**INDUSTRIAL AND BUSINESS ALTERATIONS CODE**

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

**INDUSTRIAL AND BUSINESS BUILDINGS CODE**

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

**CONTAINER RECYCLING FACILITIES CODE**

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

**SUBDIVISIONS CODE**

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

**DEMOLITION CODE**

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

**FIRE SAFETY CODE**

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

**AGRITOURISM AND FARM STAY ACCOMMODATION CODE**

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



<b>5</b>	<b>EXEMPT DEVELOPMENT</b>
----------	---------------------------

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

**GENERAL EXEMPT DEVELOPMENT CODE**

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

**ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE**

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

**TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE**

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

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

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

No

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

No

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

No

In this section—

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

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

<b>7</b>	<b>LAND RESERVED FOR ACQUISITION</b>
----------	--------------------------------------

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

Nil

<b>8</b>	<b>ROAD WIDENING AND ROAD ALIGNMENT</b>
----------	---

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

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

(b) ENVIRONMENTAL PLANNING INSTRUMENT

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

(c) COUNCIL RESOLUTIONS

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

<b>9</b>	<b>FLOOD RELATED DEVELOPMENT CONTROLS</b>
----------	---

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

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

(3) In this section—

***flood planning area*** has the same meaning as in the Floodplain Development Manual.

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

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

<b>10</b>	<b>COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS</b>
-----------	--

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

Chapter 3.7 Geotechnical Requirements of Central Coast Development Control Plan 2022 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 information currently available to Council indicates that **all** of the land is bushfire prone land (as defined in the Act).

In this section—

**adopted policy** means a policy adopted—

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

<b>11</b>	<b>BUSH FIRE PRONE LAND</b>
-----------	-----------------------------

The information currently available to Council indicates that **all** of the land is bushfire prone land (as defined in the Act).

<b>12</b>	<b>LOOSE-FILL ASBESTOS INSULATION</b>
-----------	---------------------------------------

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

<b>13</b>	<b>MINE SUBSIDENCE</b>
-----------	------------------------

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

<b>14</b>	<b>PAPER SUBDIVISION INFORMATION</b>
-----------	--------------------------------------

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

Nil

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

Not applicable

Words and expressions used in this clause have the same meaning as they have in Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning and Assessment Act 1979*.

<b>15</b>	<b>PROPERTY VEGETATION PLANS</b>
-----------	----------------------------------

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

---

<b>16</b>	<b>BIODIVERSITY STEWARDSHIP SITES</b>
-----------	---------------------------------------

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

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

<b>17</b>	<b>BIODIVERSITY CERTIFIED LAND</b>
-----------	------------------------------------

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

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

<b>18</b>	<b>ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006</b>
-----------	--

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

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

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

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

In this section—

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

**Note—**

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

<b>20</b>	<b>WESTERN SYDNEY AEROTROPOLIS</b>
-----------	------------------------------------

Not applicable to Central Coast Local Government Area

<b>21</b>	<b>DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING</b>
-----------	---

Council **is not** aware of there being a current Site Compatibility Certificate (seniors housing) issued by the Director-General of the Department of Planning and Environment in respect of the land.

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

<b>22</b>	<b>SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING</b>
-----------	---

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

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

**NOTE**

**CONTAMINATED LAND MANAGEMENT ACT 1997**

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

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

No

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

No

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

No

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

No

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

No

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

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

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

Karen Hansen  
**Signed on Behalf of Central Coast Council**

## LAND USE TABLE

### ZONE NO. 7(C2) CONSERVATION AND SCENIC PROTECTION (SCENIC PROTECTION - RURAL SMALL HOLDINGS) INTERIM DEVELOPMENT ORDER NO. 122

#### Objectives of the zone

The objectives of Zone No. 7(C2) are:

- (a) to provide a buffer or transition zone between conservation areas and urban areas; and
- (b) to enable development for the purposes of rural-residential holdings to be carried out on land which is suitable for those purposes and which is unlikely:
  - (i) to adversely affect the aesthetic and scenic value of the land and its setting; or
  - (ii) to create a demand for the uneconomic provision of services; and
- (c) to allow for non-residential uses where those uses are:
  - (i) compatible with rural-residential development and unlikely to create an unreasonable demand for public services or substantially reduce existing levels of service;
  - (ii) unlikely to adversely affect the aesthetic and scenic value of the land and its setting; and
  - (iii) unlikely to interfere unreasonably with the amenity of adjoining properties.

#### 1 DEVELOPMENT THAT DOES NOT REQUIRE CONSENT

Development (other than exempt development) for the purpose of:  
agriculture; home occupations; recreation areas.  
Exempt development.

#### 2 DEVELOPMENT THAT NEEDS CONSENT

Development (other than exempt development) for the purpose of:  
animal establishments; bed and breakfast accommodation; child care centres;  
dams; **dual occupancies-attached; dwelling-houses**; educational  
establishments; home industries; horse establishments; places of public worship;  
plant nurseries; roads; roadside stalls; utility installations; veterinary hospitals.  
Subdivision.

Note: Development or related activities in this category indicated in **BOLD** may comprise complying development. An application may be made to Council or an accredited certifier for a complying development certificate. Details of such development or related activities are specified in Schedule 4.

#### 3 PROHIBITED DEVELOPMENT

Any development not included in Item 1 or 2.





O'Connor & Co Solicitors & Conveyancers  
PO Box 154  
ETTALONG BEACH NSW 2257

## **SECTION 10.7(2) AND (5) PLANNING CERTIFICATE**

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

<b>Fee paid:</b>	\$156.00
<b>Receipt No:</b>	18860591
<b>Receipt Date:</b>	31 May 2023
<b>Property Address:</b>	371 Oak Road, MATCHAM NSW 2250
<b>Property Description:</b>	Lot 81 DP 828430
<b>Property Owner</b>	Rockwood Matcham Pty Ltd
<b>Certificate No:</b>	62595
<b>Reference No:</b>	12936 ROCKWOOD:244296
<b>Date of issue:</b>	31-May-2023

The information contained within this certificate relates to the land.



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

**Gosford Office:** 91-99 Mann Street, Gosford

**P** 02 4306 7900 | **E** [ask@centralcoast.nsw.gov.au](mailto:ask@centralcoast.nsw.gov.au) | **W** [centralcoast.nsw.gov.au](http://centralcoast.nsw.gov.au) | ABN 73 149 644 003

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

<b>1</b>	<b>NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS</b>
----------	---

**(1) Environmental Planning Instruments and Development Control Plans which apply to the land**

Interim Development Order 122 gazetted 30/03/79 (as amended)

Central Coast Development Control Plan 2022

State Environment Planning Policy (Exempt and Complying Development Codes) 2008  
State Environment Planning Policy (Building Sustainability Index: BASIX) 2004  
State Environment Planning Policy No. 65 – Design Quality of Residential Apartment Development  
State Environment Planning Policy (Primary Production) 2021  
State Environment Planning Policy (Transport and Infrastructure) 2021  
State Environment Planning Policy (Biodiversity and Conservation) 2021  
State Environment Planning Policy (Resilience and Hazards) 2021  
State Environment Planning Policy (Industry and Employment) 2021  
State Environment Planning Policy (Resources and Energy) 2021  
State Environment Planning Policy (Planning Systems) 2021  
State Environmental Planning Policy (Housing) 2021

**(2) Proposed Environmental Planning Instruments and Draft Development Control Plans which will apply to the land and is or has been the subject of community consultation or public exhibition**

Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021  
Proposed State Environment Planning Policy (Building Sustainability Index: BASIX) 2004  
Standard Instrument (Local Environmental Plans) Order 2006  
Proposed State Environmental Planning Policy (Housing) 2021  
Proposed State Environment Planning Policy (Planning Systems) 2021

<b>2</b>	<b>ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS</b>
----------	--

**(a) Identity of the Zone**

Lot 81 DP 828430

7(C2) SCENIC PROTECTION RURAL IDO 122

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

(i) development that may be carried out within the zone without the need for development consent,

(ii) development which may not be carried out within the zone except with development consent and

(iii) development which is prohibited within the zone.

**(c) Whether additional permitted uses apply to the land**

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

**(d) Development Standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house**

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

**(e) Land includes or comprises critical habitat**

No

**(f) Land is in a conservation area**

No

**(g) Item of environmental heritage is situated on the land**

None

<b>3</b>	<b>CONTRIBUTION PLANS</b>
----------	---------------------------

Central Coast Council Regional Section 7.12 Development Contributions Plan 2019.

<b>4</b>	<b>COMPLYING DEVELOPMENT</b>
----------	------------------------------

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

#### **HOUSING CODE**

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

#### **RURAL HOUSING CODE**

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

#### **LOW RISE HOUSING DIVERSITY CODE**

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

#### **GREENFIELD HOUSING CODE**

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

#### **HOUSING ALTERATIONS CODE**

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

#### **GENERAL DEVELOPMENT CODE**

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

### **INDUSTRIAL AND BUSINESS ALTERATIONS CODE**

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

### **INDUSTRIAL AND BUSINESS BUILDINGS CODE**

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

### **CONTAINER RECYCLING FACILITIES CODE**

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

### **SUBDIVISIONS CODE**

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

### **DEMOLITION CODE**

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

### **FIRE SAFETY CODE**

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

### **AGRITOURISM AND FARM STAY ACCOMMODATION CODE**

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

<b>5</b>	<b>EXEMPT DEVELOPMENT</b>
----------	---------------------------

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

**GENERAL EXEMPT DEVELOPMENT CODE**

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

**ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE**

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

**TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE**

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

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

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

No

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

No

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

No

In this section—

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

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

<b>7</b>	<b>LAND RESERVED FOR ACQUISITION</b>
----------	--------------------------------------

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

Nil

<b>8</b>	<b>ROAD WIDENING AND ROAD ALIGNMENT</b>
----------	---

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

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

(b) ENVIRONMENTAL PLANNING INSTRUMENT

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

(c) COUNCIL RESOLUTIONS

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

<b>9</b>	<b>FLOOD RELATED DEVELOPMENT CONTROLS</b>
----------	---

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

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

(3) In this section—

***flood planning area*** has the same meaning as in the Floodplain Development Manual.

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

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

<b>10</b>	<b>COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS</b>
-----------	--

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

Chapter 3.7 Geotechnical Requirements of Central Coast Development Control Plan 2022 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 information currently available to Council indicates that **all** of the land is bushfire prone land (as defined in the Act).

In this section—

**adopted policy** means a policy adopted—

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

<b>11</b>	<b>BUSH FIRE PRONE LAND</b>
-----------	-----------------------------

The information currently available to Council indicates that **all** of the land is bushfire prone land (as defined in the Act).

<b>12</b>	<b>LOOSE-FILL ASBESTOS INSULATION</b>
-----------	---------------------------------------

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

<b>13</b>	<b>MINE SUBSIDENCE</b>
-----------	------------------------

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

<b>14</b>	<b>PAPER SUBDIVISION INFORMATION</b>
-----------	--------------------------------------

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

Nil

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

Not applicable

Words and expressions used in this clause have the same meaning as they have in Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning and Assessment Act 1979*.

<b>15</b>	<b>PROPERTY VEGETATION PLANS</b>
-----------	----------------------------------

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



<b>16</b>	<b>BIODIVERSITY STEWARDSHIP SITES</b>
-----------	---------------------------------------

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

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

<b>17</b>	<b>BIODIVERSITY CERTIFIED LAND</b>
-----------	------------------------------------

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

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

<b>18</b>	<b>ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006</b>
-----------	--

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

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

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

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

In this section—

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

**Note—**

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

<b>20</b>	<b>WESTERN SYDNEY AEROTROPOLIS</b>
-----------	------------------------------------

Not applicable to Central Coast Local Government Area

<b>21</b>	<b>DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING</b>
-----------	---

Council **is not** aware of there being a current Site Compatibility Certificate (seniors housing) issued by the Director-General of the Department of Planning and Environment in respect of the land.

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

<b>22</b>	<b>SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING</b>
-----------	---

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

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

**NOTE**

**CONTAMINATED LAND MANAGEMENT ACT 1997**

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

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

No

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

No

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

No

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

No

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

No

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

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

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

Karen Hansen  
**Signed on Behalf of Central Coast Council**

## LAND USE TABLE

### ZONE NO. 7(C2) CONSERVATION AND SCENIC PROTECTION (SCENIC PROTECTION - RURAL SMALL HOLDINGS) INTERIM DEVELOPMENT ORDER NO. 122

#### Objectives of the zone

The objectives of Zone No. 7(C2) are:

- (a) to provide a buffer or transition zone between conservation areas and urban areas; and
- (b) to enable development for the purposes of rural-residential holdings to be carried out on land which is suitable for those purposes and which is unlikely:
  - (i) to adversely affect the aesthetic and scenic value of the land and its setting; or
  - (ii) to create a demand for the uneconomic provision of services; and
- (c) to allow for non-residential uses where those uses are:
  - (i) compatible with rural-residential development and unlikely to create an unreasonable demand for public services or substantially reduce existing levels of service;
  - (ii) unlikely to adversely affect the aesthetic and scenic value of the land and its setting; and
  - (iii) unlikely to interfere unreasonably with the amenity of adjoining properties.

#### 1 DEVELOPMENT THAT DOES NOT REQUIRE CONSENT

Development (other than exempt development) for the purpose of:  
agriculture; home occupations; recreation areas.  
Exempt development.

#### 2 DEVELOPMENT THAT NEEDS CONSENT

Development (other than exempt development) for the purpose of:  
animal establishments; bed and breakfast accommodation; child care centres;  
dams; **dual occupancies-attached; dwelling-houses**; educational  
establishments; home industries; horse establishments; places of public worship;  
plant nurseries; roads; roadside stalls; utility installations; veterinary hospitals.  
Subdivision.

Note: Development or related activities in this category indicated in **BOLD** may comprise complying development. An application may be made to Council or an accredited certifier for a complying development certificate. Details of such development or related activities are specified in Schedule 4.

#### 3 PROHIBITED DEVELOPMENT

Any development not included in Item 1 or 2.



OSSM1/2553/2001

Rockwood Matcham Pty Ltd  
371 Oak Road  
MATCHAM NSW 2250

1 July 2022

## Sewage Management Approval to Operate On-Site Sewage Management System

*Local Government (General) Regulation 2005*

### APPROVAL DETAILS

Location of System: 371 Oak Road, MATCHAM NSW 2250  
Licensee: Rockwood Matcham Pty Ltd  
Licence Number: OSSM1/2553/2001  
System Type: Aerated Wastewater Treatment System

This approval remains effective until

Expiry Date: 30 June 2023

A handwritten signature in black ink that reads "smitchell".

Shann Mitchell  
Section Manager  
Environment and Public Health



# CONDITIONS OF APPROVAL

- 1 A system of sewage management must be operated in accordance with the *Local Government Act 1993* and the *Local Government (General) Regulation 2005*; as such a system of sewage management must be operated in a manner to achieve the following performance standards:
  - a The prevention of the spread of disease by micro-organisms,
  - b The prevention of the spread of foul odours,
  - c The discouragement of insects and vermin,
  - d Ensuring that persons do not come into contact with untreated sewage or effluent (whether treated or not) in their ordinary activities on the premises concerned,
  - e The minimisation of any adverse impacts on the amenity of the premises and surrounding lands,
  - f The prevention of the contamination of water,
  - g The prevention of the degradation of soil and vegetation,
  - h Ensuring good water conservation practices, and if appropriate, provision for the re-use of resources (including nutrients, organic matter, and water).
- 2 The system must be operated in accordance with the manufacturers operating specifications and procedures for the sewage management facility and allow for the removal of treated sewage in a safe and sanitary manner.
- 3 The conditions of the certificate of accreditation issued by the Director General of the Ministry of Health must be complied with.
- 4 The person operating the system of sewage management must provide details of the way in which it is operated and evidence of compliance with the conditions of this approval whenever the Council reasonably requires the person to do so.
- 5 Sewage or treated effluent is not to be discharged to any watercourse or onto land other than its related effluent land application area.
- 6 Council must be notified of any failure of on-site sewage management systems that may result in pollution occurring or pose a risk to public health and the environment.
- 7 Repairs and maintenance of the sewage management system shall be carried out by a suitably qualified service contractor.

## Reasons for Conditions

- To protect public health standards, the environment and community amenity.
- To ensure systems are operated to comply with the requirements of the *Local Government (General) Regulation 2005*.

## Advice

Approval to Operate renewal fees shall be applicable in accordance with Section 608 of the *Local Government Act 1993* and Council's Fees and Charges Schedule current at the date of renewal.

Council may carry out inspections of any premises, facilities, or records relating to the operation of a system of sewage management which is subject of this approval, in order to assess compliance with this approval and other relevant legislation.

Owners must submit an application to install/modify to Council if they intend on upgrading the system or its land application area other than which was originally approved.

Avoid the use of disinfectants, nappy soakers, harsh cleaning products and bleaches containing substances such as sodium hypochlorite.

## Right of Appeal

If you are dissatisfied with this decision, Section 176 of the *Local Government Act 1993* gives you the right of appeal to the Land and Environment Court within 12 months after the date on which you receive this notice.

Should you require further details regarding conditions of approval please contact Council prior to any appeal.

This approval may be revoked or modified by the Council under circumstances listed in Section 109 of the *Local Governmental Act 1993*, or after inspections of the on-site sewage management system by Council officers.

## Environment and Certification Central Coast Council



## NSW SWIMMING POOL REGISTER

### Certificate of Compliance

#### Section 22D – Swimming Pools Act 1992

Pool No:	acaba493
Property Address:	371 OAK ROAD MATCHAM
Expiry Date:	24 February 2025
Issuing Authority:	Andrew Paul Bianchi - Registered Certifier - bdc3211

Complied with AS1926 (1986).

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use



## NSW SWIMMING POOL REGISTER

### Certificate of Registration

#### Section 30C – Swimming Pools Act 1992

Pool No:	acaba493
Property Address:	371 OAK ROAD MATCHAM
Date of Registration:	15 August 2013
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	In Ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance