

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	McGrath Toukley 248 Main Road, Toukley, NSW 2263 Email: ashleaborland@mcgrath.com.au	Phone: 02 4392 2065 Ref: Ashlea Borland
co-agent		
vendor	Marksey Two Pty Ltd ACN 114 929 467 33 Robertson Road, North Curl Curl, NSW 2099	
vendor's solicitor	Roper & Steggall 5, 61 Sydney Road, Manly NSW 2095 PO Box 15, Manly NSW 1655	Phone: 02 9977 3799 Email: thia@steggall.com.au Ref: TK:SD:24499
date for completion land (address, plan details and title reference)	42nd day after the contract date – See Special Condition 41 188a Johns Road, Wadalba, New South Wales 2259 Unregistered Plan: Lot 21 in an unregistered plan which is part of Lot 2 Plan DP 1290072 Folio Identifier 2/1290072	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input 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 checked="" type="checkbox"/> other: Duplex	
attached copies	<input checked="" 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 checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input 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 type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	_____ (10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

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

GST AMOUNT (optional) The price includes GST of: \$
 buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by Marksey Two Pty Ltd 114 929 467 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>_____ _____</p> <p>Office held Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ _____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____ _____</p> <p>Name of authorised person Name of authorised person</p> <p>_____ _____</p> <p>Office held Office held</p>

Choices

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

Nominated *Electronic Lodgment Network (ELN)* (clause 4) PEXA

Manual transaction (clause 30) NO yes
(if yes, vendor must provide further details, including any applicable exemption, 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: **Marksey Two Pty Ltd**

Supplier's ABN: **82114929467**

Supplier's GST branch number (if applicable):

Supplier's business address: **33 Robertson Road, North Curl Curl NSW 2099**

Supplier's representative: **James Marks**

Supplier's contact phone number: **0405 179 991**

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

188 JOHNS ROAD WADALBA NSW 2259

Disclosure Statement – Off the Plan Contracts

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

VENDOR	Marksey Two Pty Ltd ACN 114 929 467
PROPERTY	188a Johns Road, Wadalba NSW 2259

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

DETAILS			
Completion	42 days of 14 days after notification of registration	Refer to clause(s):	Special Condition 41
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Interest of outstanding monies – Special Condition 44.1
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA1907/2023
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	Central Coast Council
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Death Bankruptcy or mental illness Special Condition 36 Non registration of plan 38

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

CERTIFICATE

I,

of

certify as follows:-

- (a) I am a Solicitor currently admitted to practice in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act, 1919, with reference to a contract for the sale of property
.....
from("the Vendor")
to("the Purchaser")
in order that there is no cooling off period in relation to the contract.
- (c) I do not act for the Vendor and am not employed in the legal practice of a solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the Vendor is a member or employee.
- (d) I have explained to the Purchaser
 - (i) the effect of the contract for the purchase of that property;
 - (ii) the nature of this certificate;
 - (iii) the effect of giving this certificate to the vendor, i.e. there is no cooling off period under Section 66W of the Conveyancing Act in relation to the contract.

Dated:

.....

Solicitor

CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulations 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

SPECIAL CONDITIONS

AMENDMENTS TO PRINTED FORM OF CONTRACT

32. The following clauses in the printed form of contract shall be amended as follows :

- (a) Clause 2.9 deletion of the words “if each party tells the deposit holder that the deposit is to be invested” and inserting the words at the end of the clause “each party is to provide the deposit holder with their tax file numbers at the time the deposit is being invested.
- (b) Clause 7.1.1 is deleted.
- (c) Clause 8.1: deletion of the words “on reasonable grounds”
- (d) Clause 10.1.9: deletion of the word “substance” and the insertion of the word “existence” instead
- (e) Clause 14.4.2 is deleted.
- (f) Clause 23.6.1: is amended by replacing all words with “the vendor is liable for all contributions due before the contract date”.
- (g) Clause 23.6.2: is amended by replacing all words with “the purchaser is liable for all contributions due after the contract date”.
- (h) Clause 23.9.1 is deleted.
- (i) Clauses 23.13- 23.15: are deleted and the following paragraph inserted in lieu thereof:

“The vendor need not supply to the purchaser an information certificate. The purchaser shall be responsible for obtaining the certificate at his or her own expense and provide the certificate to the vendor’s conveyancer office not later than 5 business days prior to completion. The vendor hereby provides authority for the purchaser to obtain such certificate”.

CONDITION OF PROPERTY

- 33. The purchaser hereby acknowledges that on the signing hereof he is not relying upon any warranty, undertaking or stipulation of any description whether given by the vendor or his agents or otherwise in respect of the property or any improvements erected or to be erected thereon other than such warranties, undertakings and stipulation as are expressly set out in this contract.
- 34. The purchaser hereby expressly acknowledges that he purchases the property and inclusions agreed to be sold in their present condition and state of repair and the purchaser shall not make any requisition objection or claim for compensation or require the vendor to do anything whatsoever with regard to the condition or state of repair of the said property or any of the improvements erected thereon.

CLAIM FOR COMPENSATION

- 35. Notwithstanding the provisions of Clause 7 hereof the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of Clause 8 hereof and wherever the word "requisition" appears the words "or claim for compensation" to be inserted thereafter.

DEATH, BANKRUPTCY AND MENTAL ILLNESS

- 36. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this Special Condition not been included, it is agreed that if either party :-
 - (a) Being a corporation, resolves to go into liquidation or has a petition for the winding up presented or enter into any scheme of arrangement for creditors under the provisions of Part 5 of the Corporations Law (as amended) or if a

liquidator, provisional liquidator, receiver, receiver and manager or official manager is appointed in respect of either party (“the defaulting party”);

- (b) Being natural person(s) dies or becomes mentally ill or has a bankruptcy petition presented against them or be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors (“the defaulting party”),

then either party may by notice in writing to the defaulting party or his solicitors rescind this contract and if the defaulting party is not otherwise in default hereunder the provisions of clause 19 hereof shall apply.

REAL ESTATE AGENT

37. The Purchaser warrants to the Vendor that he was not introduced to the property by any agent other than the agent referred to herein, nor was any other agent the effective cause of the sale herein provided for. In the event that the Purchaser is in breach of such warranty the Purchaser hereby agrees to indemnify and keep indemnified the Vendor against any claim for commission by any agent (other than the agent referred to herein) arising out of this sale other than a claim for commission payable pursuant to a signed agreement between the Vendor and the said Agent. This condition shall not merge on completion hereof.

PLAN OF SUBDIVISION

38. This contract is conditional upon the registration at NSW Land Registry Services of the draft Plan of Subdivision annexed hereto and marked “A” (hereinafter referred to as “the Plan”) within six (6) months from the date hereof (the “Sunset Date”) and the vendor shall use its best endeavours as expeditiously as possible to cause the plan to be registered at the NSW Land Registry Services prior to such date. If the Plan has not been registered by the such date then either party may (but only while the Plan remains unregistered) rescind this contract by notice in writing to the other whereupon the provisions of clause 19 hereof will apply.

Notwithstanding the Sunset Date the vendor can serve a notice extending the date by a period not exceeding a further six (6) months by giving notice in writing to the purchaser.

DRAFT PLAN

39. Notwithstanding anything herein contained all lot numbers, boundary positions, measurements and dimensions shown on the Plan are or will be provisional and are subject to the lot numbers, boundary positions, measurements and dimensions to be shown on the Plan when approved by Central Coast Council and registered as a Plan of Subdivision. The vendor may make such alterations to the Plan as may be deemed necessary and required to obtain the approval thereof by the Council and registration by NSW Land Registry Services.

MINOR VARIATIONS

- 40.1 The purchaser may not make any objection, requisition or claim for compensation by reason of any minor variation or discrepancies between the lot numbers, boundary positions or dimensions shown on the Plan and those shown on the Plan of Subdivision as registered by the NSW Land Registry Services.
- 40.2 If there is or are one or more variations or discrepancies shown on the Plan and the Plan of Subdivision as registered by NSW Land Registry Services which is or are other than minor, the purchaser may rescind this contract by notice in writing to the vendor and the provisions of clause 19 shall apply.
- 40.3 The right of rescission conferred by the preceding clause:

- (a) may be exercised within seven (7) days (and no later) of the right of rescission accruing;
- (b) shall lapse if not exercised within seven (7) days of the right of rescission accruing whereupon this contract shall become and remain binding in all respects as though such right of rescission had not been included;
- (c) shall arise on the date on which the purchaser shall receive written notification from the vendor of the registration of the Plan of Subdivision by NSW Land Registry Services accompanied by a copy of the registered Plan of Subdivision; and
- (d) is the sole remedy of the purchaser in respect of such matters.

40.4 Any variation or discrepancy of a type referred to in the preceding Special Conditions 40.1 and 40.2 shall be deemed to be minor unless it is a variation or discrepancy by more than 5%.

COMPLETION

41. Completion of this contract shall take place on or before the last occurring of the following dates (which last occurring date is hereinafter called "the completion date").

- (a) 42 days from the date hereof; or
- (b) 14 days after the vendor notifies the purchaser of registration of the Plan as a Plan of Subdivision.
- (c) 14 days after the Vendor serves on the Purchaser an Occupation Certificate.

COMPLETION AND SETTLEMENT

42. The Purchaser shall not be entitled to require the Vendor prior to settlement to register a discharge of any mortgage or withdrawal of any caveat affecting the property but will accept on settlement a properly executed discharge of any mortgage or a withdrawal of any caveat in registrable form as regards the subject property together with the appropriate registration fees.

NOTICE TO COMPLETE

43. Notwithstanding any other provision of this contract or any rule of law or equity to the contrary, the Purchaser and Vendor expressly agree that:

- (a) Either party hereto may, after the hour of 3:00 pm on the completion date specified on page one of the terms, issue a Notice to Complete making time the essence of this contract.
- (b) A period of fourteen (14) days following the date of issue of any such Notice to Complete shall be deemed to be a reasonable time for completion pursuant to any such notice and neither party may make any objection, requisition or claim in respect of the said period.
- (c) The Purchaser will pay to the Vendor on settlement the cost of any Notice to Complete served on the Purchaser and assessed and agreed at the sum of \$440.00 and payment of that amount is an essential term of this contract.

The vendor may at any time withdraw a Notice to Complete without prejudice to the continuing rights of the vendor to give any further such notice.

INTEREST

- 44.1 Notwithstanding the provisions hereof and reserving unto the vendor all his rights in the event of the purchasers default herein should this contract not be completed by the date fixed herein for completion through no fault of the vendor the purchasers shall from that date pay interest on the balance of the Purchase Price at the rate of ten per centum per annum (10%) to be calculated from the Completion Date to and including the date of actual completion and the vendor shall not be required to complete until such interest has been paid. This is an essential term of the contract.
- 44.2 In the event that completion does not take place on the date of completion, then, in addition to any interest payable pursuant to clause 40.1, the purchaser must pay to the vendor by way of any adjustment on completion an additional amount of \$250.00 to compensate the vendor for the additional legal costs and other expenses incurred by the vendor as a consequence of such delay.

DEPOSIT

- 45.1 The parties hereto hereby authorise the person investing the deposit to provide the relevant Investment Body with details of the Tax File Number of either or both of such parties. The said parties acknowledge that they are aware that in the event of no such Tax File Numbers being provided then tax will be deducted by the Investment Body at the statutory rate then applicable.
- 45.2 If the vendor requires the deposit to be available on completion to discharge the vendor's liabilities under any mortgage associated with the property, or for the settlement of a linked purchase matter, the purchaser agrees to authorise the deposit holder to transfer the deposit to the vendor's solicitors trust account prior to completion.

PAYMENT OF PART DEPOSIT – Less than 10%

46. In consideration of the vendors agreeing to accept an initial payment on account of the deposit of \$
on exchange of contracts the purchasers agree:
- (a) that in any event entitling the Vendor to terminate the contract and/or keep or recover the deposit the purchasers shall immediately upon demand by the vendors pay a further amount to the deposit holder to payment of the deposit in full to ten percent (10%) of the purchase price.
 - (b) that pursuant to clause 9.1 of the word "deposit" shall mean the initial deposit paid and the further deposit payable under sub-clause (a) above.
 - (c) that clause 2.9 is amended by deleting the words "the parties equally" in line 3 and inserting in lieu the words "the vendors"

This clause shall not merge on completion and the vendors shall be entitled to sue for recovery for so much of the 10% deposit that remains outstanding as a debt due by the purchasers to the Vendors together with interest at the rate of 10% per annum from the date of the demand for such amount until the date of payment in full of the balance of the deposit and interest.

GUARANTEE IF CORPORATE PURCHASER

47. In the event that the purchaser is a company and in consideration of the vendor entering into this agreement the directors of the purchaser

.....and.....

(herein called “Guarantors”) (testified by them joining in and executing this contract). hereby jointly and severally guarantee to the vendor the due and punctual observance by the purchaser of its obligations under this Agreement and indemnify the vendor from and against all losses, damages claims and expenses accruing to the vendor resulting or arising from any failure by the purchaser to perform or observe any of its obligations hereunder. The guarantee provided hereunder shall be a continuing guarantee and shall not be extinguished until such time as the vendor has been satisfied as to the complete performance of this Agreement.

.....
Signature of Guarantor

.....
Signature of Guarantor

ALTERATIONS AND ADDITIONS TO THE CONTRACT

- 48. Each party hereto authorizes its Solicitor or any employee of that Solicitor to make alterations to the Contract including the addition of annexures after execution by that party and before the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorized the same and any annexure so added shall form part of this Contract as if same had been annexed at the time of execution.

INTERPRETATION

- 49. Headings are for ease of reference only and do not affect the interpretation of this contract.
- 50. If there is any inconsistency between these special conditions and the printed conditions or any annexure hereto, these conditions shall apply.
- 51. Each clause and sub clause of the conditions of this contract shall be severable from each other clause and sub clause and the unenforceability or invalidity of any clause or sub clause shall not affect the enforceability or validity of the remaining clauses and sub clauses.

ERROR IN ADJUSTMENTS OF OUTGOINGS

- 52. Should any apportionment of outgoings required to be made under this contract be overlooked or incorrectly calculated on completion the vendor and the purchaser agree that, upon being so requested by the other party, the correct calculation will be made and paid to the party to whom it is payable. This clause shall not merge on completion.

EXCHANGE BY EMAIL/DOCUSIGN

- 53. Without limiting the method by which this contract may be exchanged each party consents to any duly signed scanned or DocuSign counterpart copy of this contract being treated as an original document for the purpose of exchange.

REQUISITIONS

- 54. For the purpose of clause 5.1 and 5.2, the requisitions or general queries about the property of the title must be in the form of Residential Requisitions on Title, a copy which is attached hereto.

COMPLETION

55. Despite any other clause in this Contract, the Vendor will not be required to complete the Contract during the period commencing **12.00pm on Monday 23rd December 2024** and ending at **9.00am Wednesday 8 January 2025** (“the Holiday Period”).
- i. A Notice to Complete under Special Condition 39 issued less than 14 days before the commencement of the Holiday Period cannot stipulate a date for completion earlier than the end of the Holiday Period.
 - ii. Neither party may issue a Notice to Complete during the Holiday Period.
 - iii. If completion does not take place prior to the commencement of the Holiday Period, and the Vendor is otherwise ready, able and willing to complete, interest payable by the Purchaser under Special Condition 40 will be calculated from the completion date to the actual date of completion after the Holiday Period and shall exclude the Holiday Period.

The Purchaser shall make no requisition, delay completion, rescind or terminate this Contract because of any matter referred to in this clause.

ADJUSTMENT OF RATES

56. It is expressly agreed and declared between the parties hereto that, notwithstanding the provisions of clause 14.1 hereof, if at the time of completion of this contract separate assessments for council rates or water rates have not issued from the respective rating authorities, then adjustments shall take place between the parties on the basis that council rates for the year current at the time of completion are \$1,200.00, water rates are \$500.00 for the quarter and land tax \$1,500.00 for the year current at the date of completion and have been paid by the vendor and in this case the purchaser shall pay a proportion thereof to the vendor in accordance with the provisions of clause 14 hereof. Upon adjustment taking place on the aforesaid basis the vendor undertakes to pay any assessments subsequent to the issue thereof in respect of the property for council rates for the current rating year as at the date of completion of this contract. The purchaser shall accept such undertaking and no regard shall be taken of the actual assessments which may issue subsequently from the said rating authorities after completion of this contract.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Marksey Two Pty Ltd ACN 114 929 467**
Purchaser:
Property: **188 Johns Road, Wadalba NSW 2259**
Dated: 18 October 2024

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate 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 s109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;

- (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations/Benefits

- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

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

Requisitions and transfer

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



FOLIO: 2/1290072

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
3/10/2024	12:55 PM	2	20/1/2023

LAND

LOT 2 IN DEPOSITED PLAN 1290072
AT WADALBA
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF MUNMORAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1290072

FIRST SCHEDULE

MARKSEY TWO PTY LTD (T AS800253)

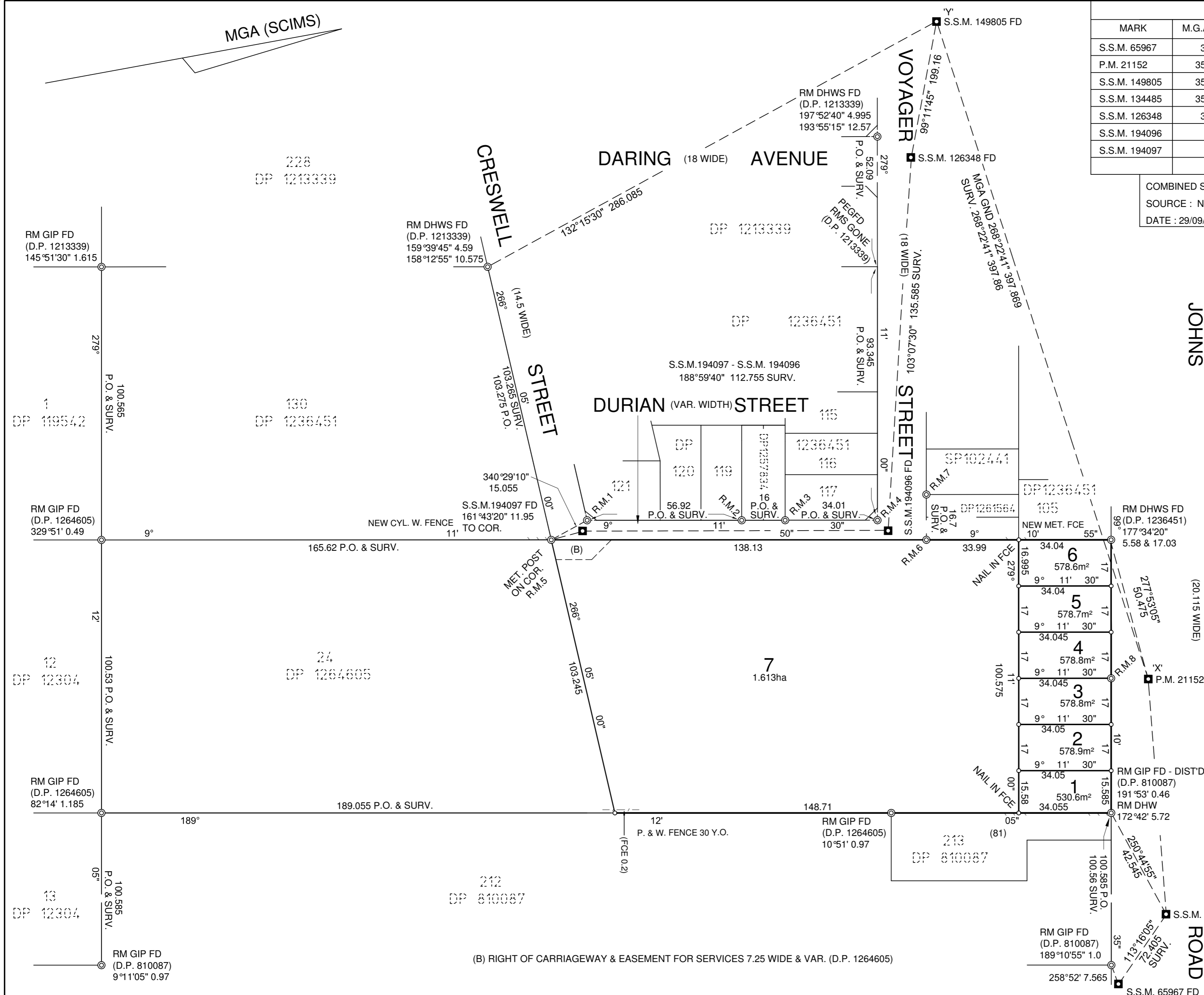
SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 416023 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 B804553 COVENANT
- 4 DP1236451 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1236451 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1290072 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL


*** END OF SEARCH ***


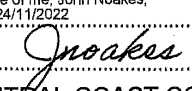


COORDINATE SCHEDULE						
MARK	M.G.A. EASTING	M.G.A. NORTHING	CLASS	PU	METHOD	ORIGIN
S.S.M. 65967	357109.8	6317395.1	E	-	SCIMS	FOUND
P.M. 21152	356953.837	6317418.763	B	0.03	SCIMS	FOUND
S.S.M. 149805	356556.188	6317407.503	C	-	SCIMS	FOUND
S.S.M. 134485	357043.276	6317423.679	C	-	SCIMS	FOUND
S.S.M. 126348	356752.8	6317375.7	E	-	SCIMS	FOUND
S.S.M. 194096	356885	6317345	U	-	SCIMS	FOUND
S.S.M. 194097	356867	6317234	U	-	SCIMS	FOUND


COMBINED SEA AND SCALE FACTOR : 0.999845 ZONE 56
 SOURCE : NSW SPATIAL SERVICES - SCIMS GDA 2020
 DATE : 29/09/2022

SCHEDULE OF REFERENCE MARKS				
No	DESCRIPTION	BEARING	DISTANCE	ORIGIN
1	SSM 194097 FD	335°45'40"	3.12	D.P. 1236451
2	DHW FD	335°55'40"	6.21	D.P. 1236451
	DHW FD	223°28'40"	6.06	D.P. 1236451
3	DHW FD	276°26'35"	3.42	D.P. 1257834
4	SSM 194096 FD	211°37'40"	3.49	D.P. 1236451
5	DHW FD	182°55'	4.42	D.P. 1264605
6	DHW FD	21°43'	5.51	D.P. 1261564
7	DHW FD	26°40'	5.65	D.P. 1261564
8	PM 21152	163°48'	1.26	-

Surveyor: MATTHEW R. SMITH Date of Survey: 9/11/2022 Surveyor's Ref.:19058DP2	PLAN OF SUBDIVISION OF LOT 25 IN D.P. 1264605	L.G.A.: CENTRAL COAST LOCALITY: WADALBA SUBDIVISION No: 141-2022 Lengths are in metres. Reduction Ratio 1:1200	Registered  13/12/2022	<h1>DP1290072</h1>
---	--	---	--	--------------------

PLAN FORM 6 (2020)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 sheet(s)
Registered:  13/12/2022 Title System: TORRENS	Office Use Only <h1>DP1290072</h1>	
PLAN OF SUBDIVISION OF LOT 25 IN D.P. 1264605	LGA: CENTRAL COAST Locality: WADALBA Parish: MUNMORAH County: NORTHUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, MATTHEW R. SMITH of EVERITT & EVERITT CONSULTING SURVEYORS a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 9/11/2022, or *(b) The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: X - Y Type: *Urban/*Rural The terrain is *Level Undulating / *Steep Mountainous. Signature:  Dated: 11/11/2022 Surveyor Identification No: 201 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	
Plans used in the preparation of survey/compilation: DP 1264605 DP 1213339 DP 1236451 DP 810087 DP 1261564	<p style="text-align: center;">Subdivision Certificate</p> I, JOHN NOAKES *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <small>Electronic signature of me, John Noakes, affixed by me, on 24/11/2022</small> Accreditation number:  Consent Authority: CENTRAL COAST COUNCIL Date of endorsement: 24/11/2022 Subdivision Certificate number: SC/141/2022 File number: *Strike through if inapplicable.	
Surveyor's Reference: 19058DP2	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 2 sheet(s)

Registered:  13/12/2022 Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF LOT 25
 IN D.P. 1264605**

DP1290072


Subdivision Certificate number: SC/141/2022
 Date of Endorsement: 24/11/2022

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

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

1. Restriction on the Use of Land

Electronic signature of me, John Noakes,
 affixed by me, on 24/11/2022


 Authorised Person
 CENTRAL COAST COUNCIL

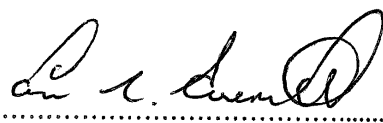
Executed by Sentros Pty Ltd

ACN 003 582 885

in accordance with Section 127 of the
 Corporations Act 2001:


 Signature of Director

BENJAMIN IAN EVERITT
 Name (please print)

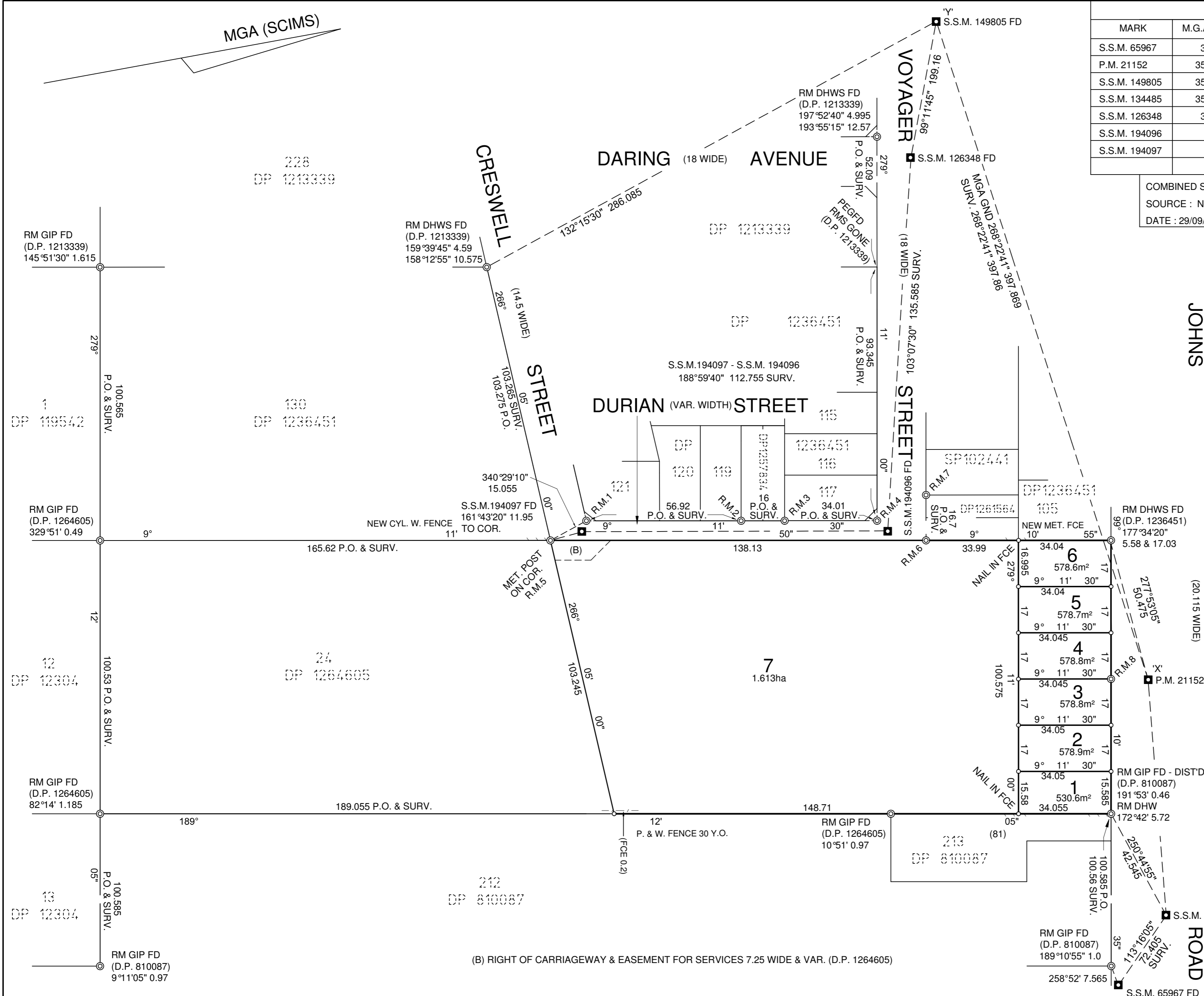

 Signature of Director/Secretary

IAN GILBERT EVERITT
 Name (please print)

Lot Number	Address Number	Road Name	Road Type	Locality Name
1	186	Johns	Road	Wadalba
2	188	Johns	Road	Wadalba
3	190	Johns	Road	Wadalba
4	192	Johns	Road	Wadalba
5	194	Johns	Road	Wadalba
6	196	Johns	Road	Wadalba
7	52	Voyager	Street	Wadalba

If space is insufficient use additional annexure sheet

Surveyor's Reference: 19058DP2



COORDINATE SCHEDULE						
MARK	M.G.A. EASTING	M.G.A. NORTHING	CLASS	PU	METHOD	ORIGIN
S.S.M. 65967	357109.8	6317395.1	E	-	SCIMS	FOUND
P.M. 21152	356953.837	6317418.763	B	0.03	SCIMS	FOUND
S.S.M. 149805	356556.188	6317407.503	C	-	SCIMS	FOUND
S.S.M. 134485	357043.276	6317423.679	C	-	SCIMS	FOUND
S.S.M. 126348	356752.8	6317375.7	E	-	SCIMS	FOUND
S.S.M. 194096	356885	6317345	U	-	SCIMS	FOUND
S.S.M. 194097	356867	6317234	U	-	SCIMS	FOUND

COMBINED SEA AND SCALE FACTOR : 0.999845 ZONE 56
 SOURCE : NSW SPATIAL SERVICES - SCIMS GDA 2020
 DATE : 29/09/2022

SCHEDULE OF REFERENCE MARKS				
No	DESCRIPTION	BEARING	DISTANCE	ORIGIN
1	SSM 194097 FD	335°45'40"	3.12	D.P. 1236451
2	DHW FD	335°55'40"	6.21	D.P. 1236451
	DHW FD	223°28'40"	6.06	D.P. 1236451
3	DHW FD	276°26'35"	3.42	D.P. 1257834
4	SSM 194096 FD	211°37'40"	3.49	D.P. 1236451
5	DHW FD	182°55'	4.42	D.P. 1264605
6	DHW FD	21°43'	5.51	D.P. 1261564
7	DHW FD	26°40'	5.65	D.P. 1261564
8	PM 21152	163°48'	1.26	-

(B) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 7.25 WIDE & VAR. (D.P. 1264605)


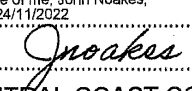
Surveyor: MATTHEW R. SMITH
 Date of Survey: 9/11/2022
 Surveyor's Ref.:19058DP2

PLAN OF SUBDIVISION OF LOT 25
 IN D.P. 1264605


L.G.A.: CENTRAL COAST
 LOCALITY: WADALBA
 SUBDIVISION No: 141-2022
 Lengths are in metres. Reduction Ratio 1:1200

Registered
 13/12/2022

DP1290072

PLAN FORM 6 (2020)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 sheet(s)
Registered:  13/12/2022 Title System: TORRENS	Office Use Only <h1 style="text-align: center;">DP1290072</h1>	
PLAN OF SUBDIVISION OF LOT 25 IN D.P. 1264605	LGA: CENTRAL COAST Locality: WADALBA Parish: MUNMORAH County: NORTHUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, MATTHEW R. SMITH of EVERITT & EVERITT CONSULTING SURVEYORS a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 9/11/2022, or *(b) The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: X - Y Type: *Urban/*Rural The terrain is *Level Undulating / *Steep Mountainous. Signature:  Dated: 11/11/2022 Surveyor Identification No: 201 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	
Plans used in the preparation of survey/compilation: DP 1264605 DP 1213339 DP 1236451 DP 810087 DP 1261564	<p style="text-align: center;">Subdivision Certificate</p> I, JOHN NOAKES *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <small>Electronic signature of me, John Noakes, affixed by me, on 24/11/2022</small> Accreditation number:  Consent Authority: CENTRAL COAST COUNCIL Date of endorsement: 24/11/2022 Subdivision Certificate number: SC/141/2022 File number: *Strike through if inapplicable.	
Surveyor's Reference: 19058DP2	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 2 sheet(s)

Registered:  13/12/2022 Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF LOT 25
 IN D.P. 1264605**

DP1290072


Subdivision Certificate number: SC/141/2022
 Date of Endorsement: 24/11/2022

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

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

1. Restriction on the Use of Land

Electronic signature of me, John Noakes,
 affixed by me, on 24/11/2022


 Authorised Person
 CENTRAL COAST COUNCIL

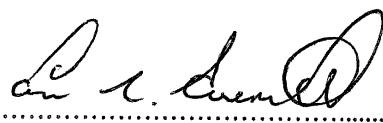
Executed by Sentros Pty Ltd

ACN 003 582 885

in accordance with Section 127 of the
 Corporations Act 2001:


 Signature of Director

BENJAMIN IAN EVERITT
 Name (please print)


 Signature of Director/Secretary

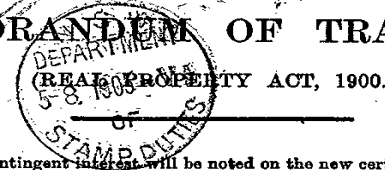
IAN GILBERT EVERITT
 Name (please print)

Lot Number	Address Number	Road Name	Road Type	Locality Name
1	186	Johns	Road	Wadalba
2	188	Johns	Road	Wadalba
3	190	Johns	Road	Wadalba
4	192	Johns	Road	Wadalba
5	194	Johns	Road	Wadalba
6	196	Johns	Road	Wadalba
7	52	Voyager	Street	Wadalba

If space is insufficient use additional annexure sheet

Surveyor's Reference: 19058DP2

Transfer... 10
Endorsement...
Certificate...
2-10-0
FREE SIMPLE
5/10/05



MEMORANDUM OF TRANSFER.

416023

Dower should be notified, or the contingent interest will be noted on the new certificate. A statutory declaration should accompany, stating whether the Transferrer be married, and, if so, the date of marriage. If before January, 1837, the wife must execute and acknowledge Release. A form for the latter purpose can be obtained at the Land Titles Office, or will be forwarded on application. If the marriage were since 1836 no dower attaches.

a Name, residence, occupation, or other designation, in full, of Transferrer.
4-10-05
+ 2/9/05

I, The Scottish Widows Fund and Life Assurance Society

PLAN REFILED IN PLAN ROOM AS F.P. 926999

b If a lost estate, strike out "in fee simple," and interline the required alteration.
c All subsisting encumbrances must be noted hereon. (See page 3.)
d If the consideration be not pecuniary, alter accordingly.
e Name, residence, occupation, or other designation of transferee.
If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

being registered as the proprietor of an Estate in *fee simple*^b in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,^c—in consideration of^d the sum of One Thousand and one hundred and eighty five pounds and fifteen shillings and five pence (£1185.6.3)

paid to me by John Jones of Wentworthville in the State of New South Wales Builder by the direction of Albert Hawley Warner of Sydney in the said State Contractor the receipt whereof I hereby acknowledge and of the sum of One Thousand and one hundred and eighty five pounds and fifteen shillings and five pence (£1185.6.3) paid to the said Albert Hawley Warner by the said John Jones the receipt whereof is hereby acknowledged

f If to two or more tenants who are joint tenants or coparceners in common.
g Area, in acres, roods, or perches.
h Parish or town, county.
i "The whole" or "part," as the case may be.
j "Crown Grant," or "Certificate of Title."
k Repeat if more than one. These references will suffice, if the whole land in the grant or certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient) a description and plan will be required and may be inserted or annexed with this prefix:—"as delineated in the plan hereon for annexed hereto and described as follows," viz.:

do hereby transfer to the said^f at the request and by the direction of the said Albert Hawley Warner transfer to the said John Jones

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing^g

situate in^h The Parish of Northmead County of Northumberland being part of the land comprised in Certificate of Title dated the 23rd January 1901 registered Volume No 1343 Folio 42 and being Lots 72, 73, 74, 75 and 76 Section 27 on Deposited Plan No 4526 Also all other pieces of land containing seven hundred and eighty eight acres situate as aforesaid beingⁱ part of the land comprised in^j Certificate of Title

dated 23rd January 1901 registered volume No. 1343

folio^k 42 as delineated in the plan annexed hereto.

Excepting and always reserving out of these presents and the transfer hereby made unto the said Society and their transferees all mines veins and seams of coal and other mines and minerals of every description lying within or under the said piece of land thereby transferred or any part or parts thereof respectively with full liberty power and authority for the said Society and their transferees and their assessors agents and workmen and every or any other person or persons by their or any of their order or permission at any time or times and from time to time to search for

l Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

* No alteration should be made by erasure. The words rejected should be crossed 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.

Please see our Certificate for land shown in plan annexed hereto, and one for lots 72, 73, 74, 75 and 76 Dec 27 A.P. 4526 J. H. Ward & John Hunter

(2)

will take care and carry away the said excepted
mines and minerals or any of them or any
part or parts thereof and to do all things necessary
for effectuating all or any of the purposes aforesaid
but without entering upon the surface of the
said land or any part thereof and so as not to
disturb the said surface or any part thereof
or in consequence of underground working)

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place.

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

n Repeat attestation for additional parties if required.

o For the signature of the Transferee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Thomas Harder as attorney for and on behalf of the Scottish Widows Fund and Life Assurance Society Ltd
In witness whereof, I have hereunto subscribed my name, at *by deed*
the *Twenty-Seventh* day of *August* *July* in the year
of our Lord one thousand nine hundred and *five*

Signed in my presence by the said
The Scottish Widows Fund and Life Assurance Society Ltd
Attorney Thomas Harder
WHO IS PERSONALLY KNOWN TO ME

The Scottish Widows Fund Life Assurance Ltd
by their Attorney
Thomas Harder
Transferor.*

Signed *Albert Haulquin*
Warrner who is
personally known to me

(Who will also sign Declaration in accordance with Dower Note at the top of the 1st page.)

Signed in my presence by
the said *Albert Haulquin*
Warrner who is
personally known to me
Albert Haulquin

Signed in my presence by the said
Solicitors for the said
John J. Hall
WHO IS PERSONALLY KNOWN TO ME

J. J. Hall
Solicitor for the said
John J. Hall

* Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act. *The signature of the Transferee cannot be obtained without difficulty and delay*
Pit Hardie
Solicitor for the Transferee.

(* The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "o" in margin.)
N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.



Declaration by Licensed Surveyor.

(REAL PROPERTY ACT, No. 25 of 1900, Sec. 118.)

7
3

B

I, *Robert Paul Curtis*
of *58 Pitt Street Sydney*
Licensed Surveyor, specially Licensed under the Real Property Act,

1900, do hereby solemnly and sincerely declare that the boundaries

and measurements shown on the plan of *part of Cottages*

3 & 114 Parish of Murrumbidgee County

of Cumberland hereto annexed, and marked "A,"

are correct for the purposes of the said Act, and that the said plan

and the survey of the land to which the same relates have been

prepared and made by me, or under my immediate supervision; and

I make this solemn declaration, conscientiously believing the same to

be true, and by virtue of the provisions of the Oaths Act, 1900.

SUBSCRIBED and declared at

Sydney this
25th day of
July 190*5*,

before me,

R. P. Miles

[Signature]

J.P.

* Name.

† Residence and Occupation.

‡ Particulars of the Estate—Title and Situation.

3

NEW SOUTH WALES)
TO WIT)

I THOMAS HORDER of Sydney in the State of New South Wales in the Commonwealth of Australia Esquirodo hereby solemnly declare and affirm THAT I have not received notice of the revocation by any means of a certain Deed Poll or Power of Attorney dated the twenty seventh day of October one thousand nine hundred and three under the Common Seal of the Scottish Widows Fund and Life Assurance Society in favor of myself and the substitute Attorneys therein named and the said Deed Poll or Power of Attorney is now in full force and effect to the best of my knowledge information and belief. _____

AND I make this solemn declaration as to the matter aforesaid according to the law in this behalf made and subject to the punishment provided for any wilfully false statement in any such declaration. _____

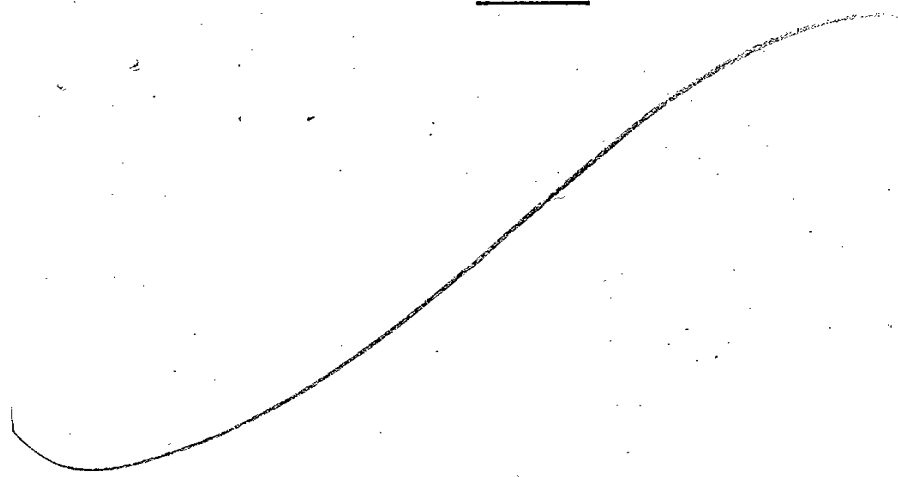
RED at Sydney in the State)
said the *twenty seventh* day of)
July in the year of)
ord one thousand nine hun-)
and five.)

Thomas Horder

Before me)

[Signature]

See note "c," page 1.
This, when filled up,
should be signed by
the Transferror.
A very short note of
the particulars will
suffice.



9
7
1

Transferror.
(See note p.)

I William Edward Wilson

of Sydney in the State of New South Wales Esquire one of the members of the Committee referred to in a certain deed Poll or Power of Attorney dated the 27th day of October 1903 under the Common Seal of The Scottish Widows Fund and Life Assurance Society in favor of Thomas Holder and the substitute attorneys therein named do hereby consent to and concur in the execution by the said Thomas Holder as the attorney for and on behalf of the said Society of the within written Transfer and I do hereby certify that the said Thomas Holder is the proper person to execute such Transfer as the attorney for and on behalf of the said Society under the aforesaid Power of Attorney As Witness my hand at Sydney this twenty seventh day of July 1905.

Witness

Handwritten signature of witness

Handwritten signature of William Edward Wilson

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at _____, the _____ day of _____, one thousand nine hundred and _____

the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said _____

is his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties. Name of witness and residence. Name of Transferror. Name of Transferror.

190 ac lots 72 to 76 inclusive s/s 27
 QD 4526 as part of P/s
 34 (P/s) as it at Longong
 P/s of memorandum
 Co Northumberland
 reserving mines etc

10 Lodged by
 (Name) Fitzharding, Son & Houston
 Solicitors
 (Address) Sydney

The Scottish Widows Trust and Life Assurance Society Transferror.
John Johns Transferee.

Particulars entered in the Register Book, Vol. 1343
 Folio 47

the 23rd day of September, 1905,
 at _____ minutes 10 o'clock
 in the fore noon

[Signature]
 Deputy Registrar General.



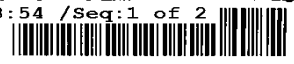
	DATE	INITIALS
DEED	16.8.5	AND
INTEREST	10.8.05	WBM
2 DRAFT	5.9.05	WBM
2 DRAFT	29.9.5	WBM
RETURNED TO	29 -	WBM
RETURNED TO	AUG 23 1905	WBM
RETURNED TO	29.9.05	WBM
2 CERTIFICATE	29.9.05	WBM
2 CERTIFICATE	3.9.05	CA
2 CERTIFICATE	4 -	WBM
2 CERTIFICATE	4 -	WBM
DEED REGISTERED	4 -	WBM
VOL. 1639	230	

895-272495 P/s

5 D/s 10/ Aspay
 SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-
 No Transfer can be registered until the fees are paid.
 If a part only of the land be transferred and it is desired to give a Certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save the expense, if it be intended to make several Transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
 Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate.
 The fees on Transfer are 10s. and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
 The Transfer is complete from the moment it is recorded.
 Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.



MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)



B804553W

B804553
10/28/29
26/4/29

must not be disclosed (transfer)

6429A I, N.S.W. REALTY CO. LIMITED

(herein called transferor)

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

(£140/-/-) (the receipt whereof is hereby acknowledged) paid to it by

WALTER ROY BIDDLE of Glen Innes, Butter Maker,

(herein called transferee)

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

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
✓	Northumberland	Munmorah	Part Being Lot twenty three (23) of Tuggerawong Farms Estate as shown on Deposited Plan No. 12304.	3532	7

And the transferee covenants with the transferor^a

AND the Transferee hereby for himself his executors, administrators and assigns and so as to bind, not only himself his executors, administrators and assigns but also the said piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants thereof COVENANT with the said Company and its assigns that the Transferor, executors, administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than

AND that on the erection of any such building, the said land shall be fenced, and that no advertisement hoarding shall be erected on the said land.

AND for the purposes of Section 89 of the Conveyancing Act of 1919, it is HEREBY FURTHER AGREED AND DECLARED that:—

- (a) The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan 12304 other than the land hereby transferred.
- (b) The land which is to be subject to the burden of the above covenants is the land described herein.
- (c) The above covenants or any of them may be released, varied or modified with the consent of the said Company or its legal representatives.

ENCUMBRANCES, &c., REFERRED TO.*

Subject to the reservation of minerals &c.
Also subject to exception and reservation contained in Transfer No. 416023.

Signed at
THE COMMON SEAL of N.S.W. REALTY CO. LIMITED was hereto affixed by EDWARD ANTHONY LIVI the Manager who is personally known to me on this fifth day of January 1929 in the presence of

the day of 19
Transferor *

*Signed

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME
E. M. Legge J.P.
Made Street Glen Innes.

Walter Roy Biddle
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.

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

Dated at _____ this _____ day of _____ 1929. } Mortgagee.
 Signed in my presence by _____ who is personally known to me.

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

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

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

Signed at _____ the _____ day of _____ 1929.
 Signed at the place and on the date above-mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.²

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

1 This form is not appropriate in cases of delegation under the Trustee Delegation Powers Act, 1915 (the Execution of (War Facilities) Act, 1917).
 j Strike out unnecessary words. Add any matter necessary to show that the power is effective.
 k May be made before either Registrar-General, Deputy Registrar-General, Notary Public, Justice of the Peace, Commissioner for Affidavits. Not required if the instrument itself is made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER of

9 Acres _____ roods 37 1/4 perches.
 Lot 23 Def. Plan 12304
 Johns Road
 Shire _____
 Municipality _____
 Parish _____ County _____
 (Subject to covenant)
 Walter Roy Biddle Transferree.

DOCUMENTS LODGED HEREWITH.
 To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.

Particulars entered in Register Book, Vol 35 32 Fol. 7.

the 19th day of April 1929
 at _____ minutes 4 o'clock in the afternoon.

W. Dayton
 Registrar General.

B 804553

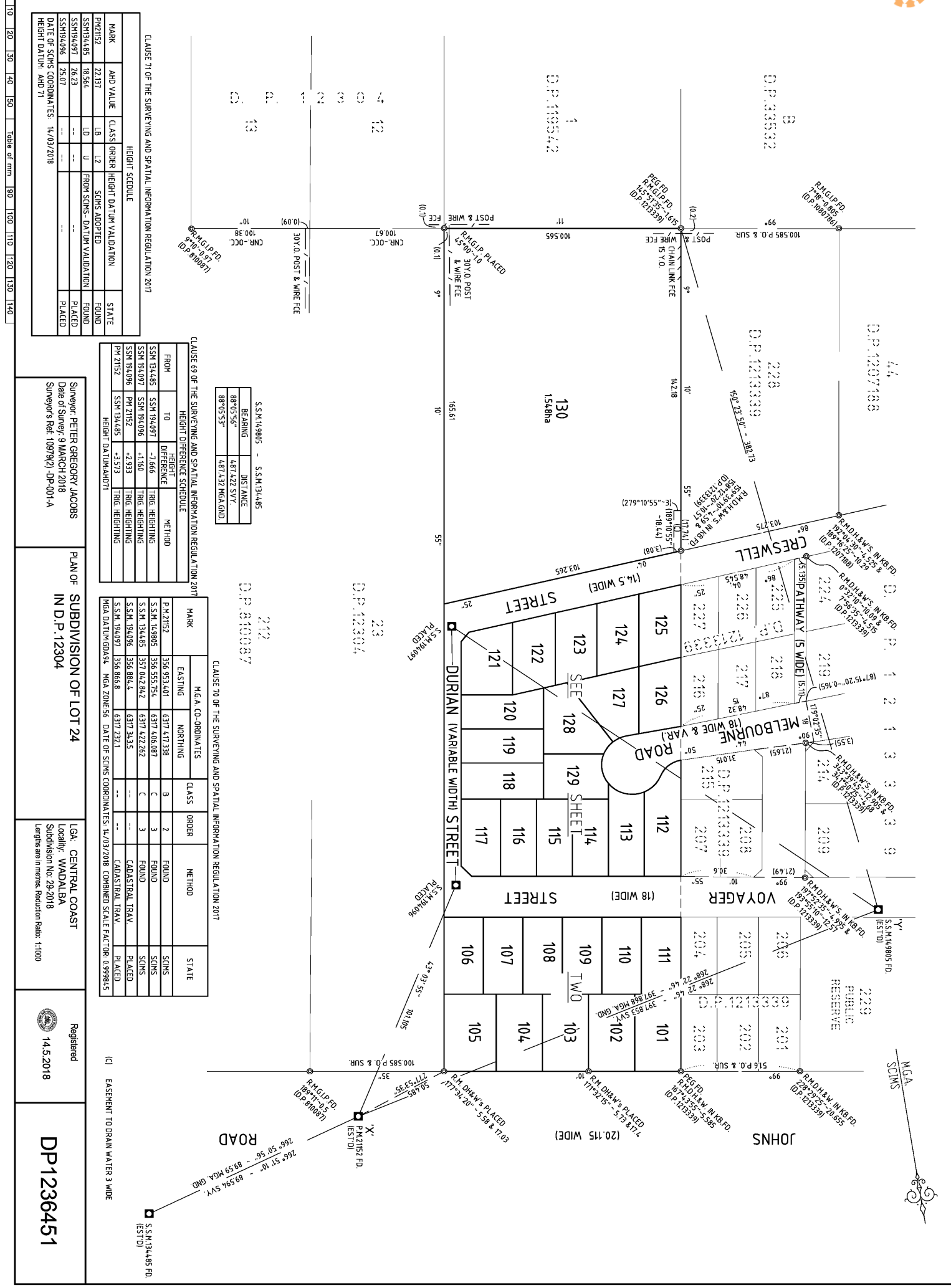
PROGRESS RECORD

	Initials	Date.
to Survey Branch	<i>WJ</i>	12/21/29
received from Records	<i>WJ</i>	10/24/29
written	<i>WJ</i>	15-4-29
examined	<i>WJ</i>	16-4-29
gram prepared	<i>WJ</i>	17-4-29
gram examined	<i>WJ</i>	18-4-29
forwarded	<i>WJ</i>	19/4/29
of Engrossers	<i>WJ</i>	24 APR 1929
collation Clerk	<i>WJ</i>	

VOL. 4269 FOL. 231
 Gram Fees
 Additional Folios

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
 If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.
 If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.
 The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be 1/1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.
 Tenants in common must receive separate Certificates.
 If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

REGISTRAR GENERAL
 REGISTRAR GENERAL
 REGISTRAR GENERAL



CLAUSE 71 OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017

MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM	VALIDATION	STATE
PM2152	22.17	L3	L2	S.D.M. ADJUSTED	FOUND	
SSM134485	18.54	LD	U	FROM SCIMS - DATUM VALIDATION	FOUND	
SSM194097	26.23	--	--	--	PLACED	
SSM194096	25.07	--	--	--	PLACED	

DATE OF SCIMS COORDINATES: 14/03/2018
 HEIGHT DATUM: AHD 71

CLAUSE 69 OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017

FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 134485	SSM 194097	-1.66	TRIG. HEIGHTING
SSM 194097	SSM 194096	-1.16	TRIG. HEIGHTING
SSM 194096	PM 2152	+2.933	TRIG. HEIGHTING
SSM 134485	SSM 194097	+3.573	TRIG. HEIGHTING

HEIGHT DATUM: AHD71

CLAUSE 70 OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	STATE
PM 2152	356 953.401	6317 477.338	B	2	FOUND	
S.S.M. 134485	356 555.754	6317 406.987	C	3	FOUND	SCIMS
S.S.M. 134485	357 042.842	6317 422.262	C	3	FOUND	SCIMS
S.S.M. 194096	356 884.4	6317 343.5	--	--	PLACED	CADASTRAL TRAV.
S.S.M. 194097	356 868.8	6317 232.1	--	--	PLACED	CADASTRAL TRAV.

MGA DATUM: GDA94, MGA ZONE: 55, DATE OF SCIMS COORDINATES: 14/03/2018, COMBINED SCALE FACTOR: 0.999845

S.S.M. 149805 - S.S.M. 134485

BEARING	DISTANCE
88°05'56"	4.871 422 SVY.
88°05'53"	4.871 422 MGA GND.

Surveyor: PETER GREGORY JACOBS
 Date of Survey: 9 MARCH 2018
 Surveyor's Ref: 10979(2) - DP-001-A

PLAN OF SUBDIVISION OF LOT 24
 IN D.P. 12304

LGA: CENTRAL COAST
 Locality: WADALBA
 Subdivision No: 29-2018
 Lengths are in metres. Reduction Ratio: 1:1000

Registered
 14.5.2018

DP1236451

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

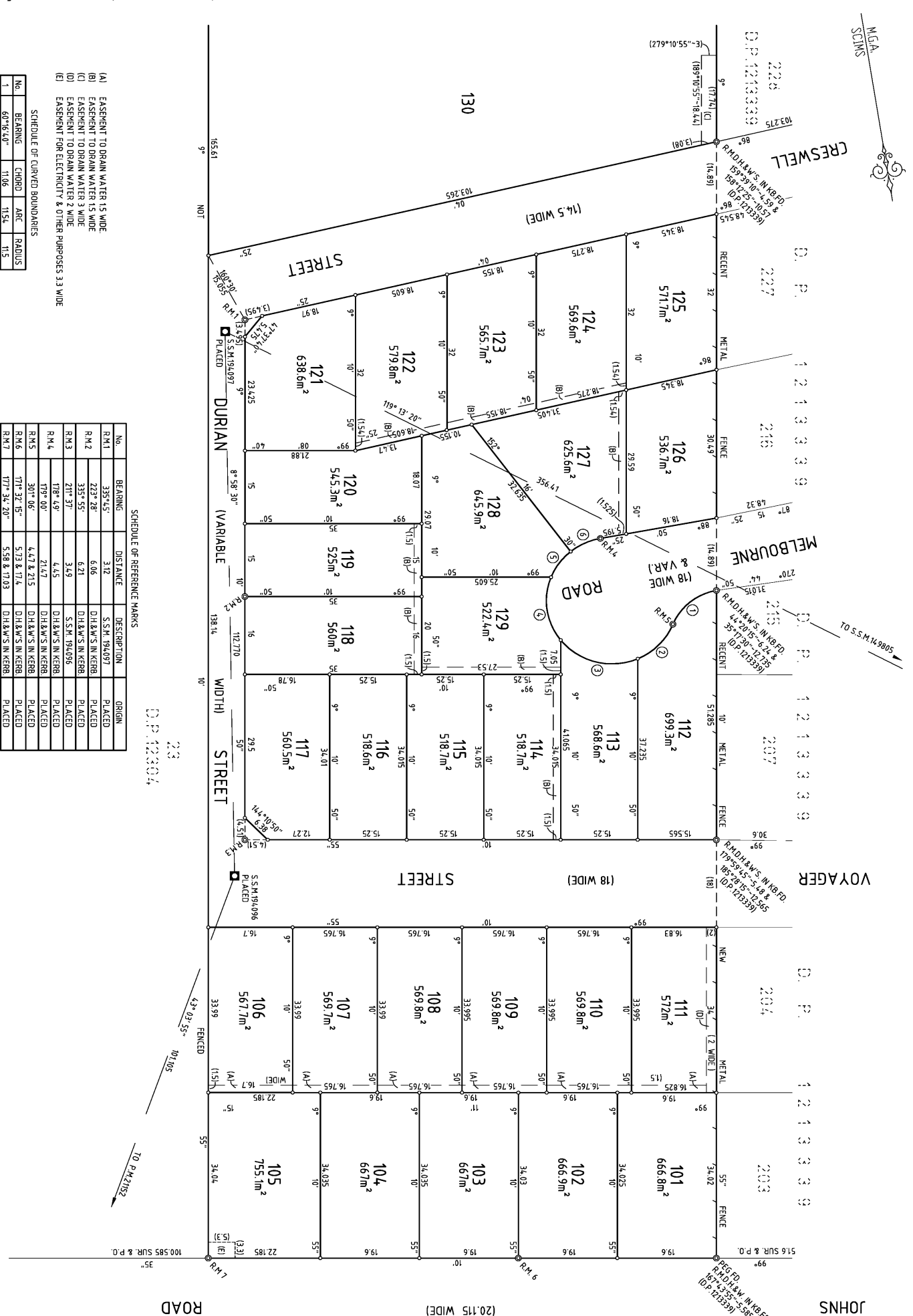
Table of mm

Table of mm

Table of mm

Table of mm

Table of mm



- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) EASEMENT TO DRAIN WATER 1.5 WIDE
- (C) EASEMENT TO DRAIN WATER 3 WIDE
- (D) EASEMENT TO DRAIN WATER 2 WIDE
- (E) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE

SCHEDULE OF CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
1	60°16'40"	11.06	11.54	11.5
2	53°34'45"	9.975	10.205	13
3	103°14'50"	15.175	16.885	13
4	0°43'40"	13.09	13.72	13
5	45°33'15"	6.55	6.62	13
6	74°33'05"	6.47	6.535	13

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION	ORIGIN
R.M.1	335°45'	3.12	S.S.M. 19/4/097	PLACED
R.M.2	223°28'	6.06	D.H.&S. IN KERB	PLACED
R.M.3	335°55'	6.21	D.H.&S. IN KERB	PLACED
R.M.3	211°37'	3.49	S.S.M. 19/4/096	PLACED
R.M.4	178°49'	4.45	D.H.&S. IN KERB	PLACED
R.M.4	178°00'	21.47	D.H.&S. IN KERB	PLACED
R.M.5	307°06'	4.47 & 21.5	D.H.&S. IN KERB	PLACED
R.M.6	171°32'15"	5.73 & 17.4	D.H.&S. IN KERB	PLACED
R.M.7	177°34'20"	5.58 & 17.03	D.H.&S. IN KERB	PLACED

Surveyor: PETER GREGORY JACOBS
 Date of Survey: 9 MARCH 2018
 Surveyor's Ref: 10979(2) -DP-001-A

PLAN OF SUBDIVISION OF LOT 24
 IN D.P. 12304


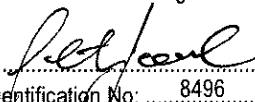

LGA: CENTRAL COAST
 Locality: WADDALBA
 Subdivision No: 29/2018
 Lengths are in metres. Reduction Ratio: 1:500

Registered
 14.5.2018

DP1236451

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

Table of mm

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	SHEET 1 OF 4 SHEET(S)
Registered:  14.5.2018 Title System: TORRENS	DP1236451	Office Use Only
PLAN OF SUBDIVISION OF LOT 24 IN DP12304	LGA: CENTRAL COAST Locality: WADALBA Parish: MUNMORAH County: NORTHUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, PETER GREGORY JACOBS of ADW JOHNSON PTY LIMITED 7/335 HILLSBOROUGH ROAD, WARNERS BAY, NSW 2282 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on <u>9th MARCH 2018</u> , or *(b) The part of the land shown in the plan (*being/*excluding **) — was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on..... the part not surveyed — was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the — <i>Surveying and Spatial Information Regulation 2017</i>— Datum Line:.....'X' - 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep Mountainous. Signature:  Dated: <u>16/3/18</u> Surveyor Identification No: 8496 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature:..... Date:..... File Number:..... Office:.....	
Plans used in the preparation of survey / compilation. D.P.12304 D.P.810087 D.P.1213339 D.P.1080786 D.P.1207188	<p style="text-align: center;">Subdivision Certificate</p> I, <u>ROSS PETERSON</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: <u>CENTRAL COAST COUNCIL</u> Date of endorsement: <u>1-5-2018</u> Subdivision Certificate number: <u>201-2018</u> File number: *Strike through if inapplicable.	
Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE THE EXTENSIONS OF CRESWELL STREET, VOYAGER STREET AND MELBOURNE ROAD TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO DEDICATE DURIAN STREET TO THE PUBLIC AS PUBLIC ROAD.	If space insufficient continue on PLAN FORM 6A	
SURVEYOR'S REFERENCE: 10979(2)-DP-001-A	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 2 OF 4 SHEET(S)

Registered:



14.5.2018

Office Use Only

Office Use Only

DP1236451

PLAN OF SUBDIVISION OF LOT 24 IN DP12304

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.

Subdivision Certificate Number: 29-2018

Date of Endorsement: 1-5-2018

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

(A) CREATE:-

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT TO DRAIN WATER 1.5 WIDE (B)
3. EASEMENT TO DRAIN WATER 3 WIDE (C)
4. EASEMENT TO DRAIN WATER 2 WIDE (D)
5. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (E)
6. RESTRICTION ON THE USE OF LAND

STREET ADDRESSES OF ALL LOTS NOT AVAILABLE AT THE TIME OF SURVEY

If space insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 10979(2)-DP-001-A

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 3 OF 4 SHEET(S)

Registered:



14.5.2018

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 24 IN DP12304

DP1236451

Subdivision Certificate Number: **29-2018**
Date of Endorsement: **1-5-2018**

- 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 Masfor Pty Ltd
ACN 122 495 658 in accordance with
Section 127 of the Corporation Act 2017

.....
Director/Secretary Signature

.....
Name

Michael Mascolo

.....
Director/Secretary Signature


.....
Name

J Mascolo
JEANNETTE MASCOLO

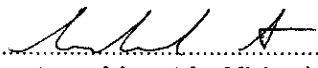
If space insufficient use additional annexure sheet

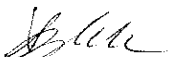
SURVEYOR'S REFERENCE: 10979(2)-DP-001-A

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** SHEET 4 OF 4 SHEET(S)

<p>Registered:  14.5.2018</p> <p>Office Use Only</p>	<p>Office Use Only</p> <h1 style="text-align: center;">DP1236451</h1>
<p>PLAN OF SUBDIVISION OF LOT 24 IN DP12304</p>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
<p>Subdivision Certificate Number: 29-2018</p> <p>Date of Endorsement: 1-5-2018</p>	

Signed sealed and delivered for and on behalf of Alpha Distribution Ministerial Holding Corporation:)
)
)
)
)
)
)
)


 Signature of Agent for Michael Pratt, NSW Treasury Secretary (NSW Treasurer's delegate under delegation dated 24 November 2015), on behalf of Alpha Distribution Ministerial Holding Corporation


 Signature of Witness

RICHARD DEWITT
 Name of Agent in full

KEVIN PEK
 Name of Witness in full
 52 Martin Place Sydney NSW 2000

If space insufficient use additional annexure sheet

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

Lengths are in metres

Page 1 of 5 Pages

Plan: **DP1236451**

Plan of Subdivision of Lot 24 in
 Deposited Plan 12304 covered by
 Subdivision Certificate No. **29-2018**

Full name and address of the
 Proprietor of the land

Masfor Pty Ltd
 ACN 122 495 658
 19 Massey Street
 GLADESVILLE NSW 2111

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement to be created and referred to in the abovementioned plan	Lots or Authority Burdened	Lots or Authority Benefited
1	Easement to Drain Water 1.5 Wide (A)	106 107 108 109 110 111	23/DP12304 106 & 23/DP12304 106-107 inclusive & 23/DP12304 106-108 inclusive & 23/DP12304 106-109 inclusive & 23/DP12304 106-110 inclusive & 23/DP12304
2	Easement to Drain Water 1.5 Wide (B)	118 119 122 123 124 127 129 114	119-120 inclusive 120 121 121-122 inclusive 121-123 inclusive 121-124 inclusive 118-120 inclusive 118-120 inclusive & 129
3	Easement to Drain Water 3 Wide (C)	130	Central Coast Council
4	Easement to Drain Water 2 Wide (D)	111	106-110 inclusive & 23/DP12304
5	Easement for Electricity and Other Purposes 3.3 Wide (E)	105	Alpha Distribution Ministerial Holding Corporation ABN: 67 505 337 385

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

Lengths are in metres

Page 2 of 5 Pages

Plan: **DP1236451**

Plan of Subdivision of Lot 24 in
Deposited Plan 12304 covered by
Subdivision Certificate No. **29-2018**

6	Restriction on the Use of Land	Each lot except 130	Central Coast Council
---	--------------------------------	---------------------	-----------------------

PART 2 (Terms)

Terms of Easement to Drain Water 1.5 (A) numbered one in the plan

An Easement to Drain Water within the meaning of Part 3 Schedule 8 of the Conveyancing Act 1919, is created.

Terms of Easement to Drain Water 1.5 Wide (B) numbered two in the plan

An Easement to Drain Water within the meaning of Part 3 Schedule 8 of the Conveyancing Act 1919, is created.

Terms of Easement to Drain Water 3 Wide (C) numbered three in the plan

An Easement to Drain Water within the meaning of Part 3 Schedule 8 of the Conveyancing Act 1919, is created.

Terms of Easement to Drain Water 2 Wide (D) numbered four in the plan

An Easement to Drain Water within the meaning of Part 3 Schedule 8 of the Conveyancing Act 1919, is created.

Terms of Easement for Electricity and Other Purposes 3.3 Wide (E) numbered five in the plan

An easement is created on the terms and conditions set out in the memorandum registered AK980903. In the easement "Easement for Electricity Purposes" is taken to have the same meaning as "Easement for Electricity Works" in the memorandum.

Terms of Restriction on the Use of Land numbered six in the plan

No fence shall be erected or permitted to remain erected on any side or rear boundary of any burdened lot unless it is at least 1.8 metres high and of colorbond construction.

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

Lengths are in metres

Page 3 of 5 Pages

Plan: **DP1236451**

Plan of Subdivision of Lot 24 in
Deposited Plan 12304 covered by
Subdivision Certificate No. ~~2~~ - 2018

NAME OF PERSON, CORPORATION OR AUTHORITY EMPOWERED TO
RELEASE, VARY OR MODIFY THE EASEMENTS NUMBERED ONE, TWO,
THREE AND FOUR IN THE PLAN:

Central Coast Council

NAME OF PERSON, CORPORATION OR AUTHORITY EMPOWERED TO
RELEASE, VARY OR MODIFY THE EASEMENT NUMBERED FIVE IN THE PLAN:

Alpha Distribution Ministerial Holding Corporation
ABN: 67 505 337 385

Executed for and on behalf of
delegate pursuant to s.377 Local Government Act 1993.

by its authorised

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



Signature of Delegate



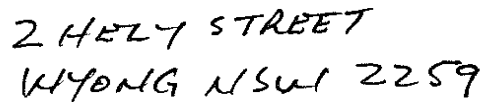
Signature of Witness



Name of Delegate



Name of Witness



Address of Witness.

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

Lengths are in metres

Page 4 of 5 Pages

Plan: **DP1236451**

Plan of Subdivision of Lot 24 in
Deposited Plan 12304 covered by
Subdivision Certificate No. 29-2018

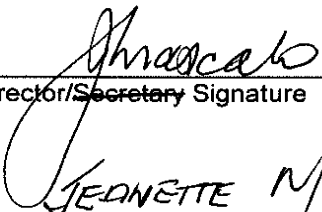
Executed by Masfor Pty Ltd
ACN 122 495 658 in accordance with
Section 127 of the Corporation Act 2017



Director/Secretary Signature

Michael Mascolo

Name



Director/Secretary Signature

JEANNETTE MASCOLO

Name

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

Lengths are in metres

Page 5 of 5 Pages

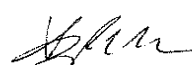
Plan: **DP1236451**

Plan of Subdivision of Lot 24 in
Deposited Plan 12304 covered by
Subdivision Certificate No. **29-2018**

Signed, sealed and delivered for and on
behalf of Alpha Distribution Ministerial
Holding Corporation



Signature of Agent for Michael Pratt,
NSW Treasury Secretary (NSW
Treasurer's Delegate dated 24/11/15)
on behalf of Alpha Ministerial Holding
Corporation



Signature of Witness

RICHARD DEWITT
Name of Agent in Full

KEVIN PEK
Name of Witness

52 Markin Place, Sydney NSW 2000
Address of Witness.

REGISTERED



14.5.2018

Ref: 19058DP2.stage1.88B

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

(Sheet 1 of 4)

Plan: **DP1290072**

Plan of Subdivision of Lot 25 D.P. 1264605 covered by Subdivision Certificate No: SC/141/2022

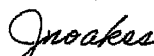
Full name and address of the owner of the land:

Sentros Pty Ltd
ACN 003 582 885
5 / 34-36 Pacific Highway Wyong NSW

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.	Restriction on the Use of Land	Each of Lots 1,2,3,4,5,6	Every other Lot 1,2,3,4,5,6

Electronic signature of me, John Noakes, affixed by me, on 24/11/2022



Sighted by Central Coast Council
Authorised Person



REVISIONS MADE BY QUALIFIED PERSON, MATTHEW R. SMITH 8/12/2022

Ref: 19058DP2.stage1.88B

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

(Sheet 2 of 4)

Plan: **DP1290072**

Plan of Subdivision of Lot 25 D.P. 1264605
covered by Subdivision Certificate No: SC/141/2022

Terms of Restriction numbered 1 in the plan.

Restrictions Concerning Fencing

- a) No fence other than as constructed by Sentros Pty Ltd shall be erected or permitted to remain on any side or rear boundary of any lot burdened if the same:
 - i) is erected between any Public Road and the building line fixed by Central Coast Council,
 - ii) is at least a maximum of 1.8m in height,
 - iii) is not constructed of materials other than "Colorbond" metal fencing with a "Neetascreen" profile and having a "Colorbond" fence brand colour of "Woodland Grey".
- b) Fences erected by Sentros Pty Ltd cannot be removed or altered and must be maintained in a good condition.
- c) No dividing fence shall be erected on the lots burdened unless it is erected without expense to Sentros Pty Ltd, it's successors and assigns other than purchasers on sale.
- d) Fencing on the lot burdened can be constructed along the full length of all boundaries **PROVIDED THAT** the side and rear boundary fencing is at least a maximum of 1.8m in height and is not constructed of materials other than "Colorbond" metal fencing with a "Neetascreen" profile and having a "Colorbond" fence brand colour of "Woodland Grey".

Name of authority whose consent is required to release vary or modify the restriction numbered 1 in the plan:

Sentros Pty Ltd

Electronic signature of me, John Noakes,
affixed by me, on 24/11/2022



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



Ref: 19058DP2.stage1.88B

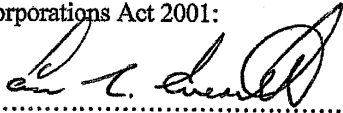
**Instrument setting out Terms of Easements intended to be created or released and of
Restrictions on the Use of Land or Positive Covenants intended to be created pursuant
to Section 88B Conveyancing Act 1919**

(Sheet 3 of 4)

Plan: **DP1290072**

Plan of Subdivision of Lot 25 D.P. 1264605
covered by Subdivision Certificate No: SC/141/2022

Executed by Sentros Pty Ltd
ACN 003 582 885
in accordance with Section 127 of the
Corporations Act 2001:



Signature of Secretary

IAN GILBERT EVERITT

Name (please print)



Signature of Director

BENJAMIN IAN EVERITT

Name (please print)



Ref: 19058DP2.stage1.88B

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

(Sheet 4 of 4)

Plan: **DP1290072**

Plan of Subdivision of Lot 25 D.P. 1264605
covered by Subdivision Certificate No: SC/141/2022

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

Electronic signature of me, John Noakes,
affixed by me, on 24/11/2022

Signature of delegate: *Noakes*

Name of delegate: JOHN NOAKES

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

Electronic signature of me, Luke Willcox,
affixed by me, on 24/11/2022

Signature of Witness: *L Willcox*

Name of Witness: LUKE WILLCOX

Address of Witness: 2 HELY ST WYONG

R
RS

REGISTERED:  13/12/2022



InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

SECTION 10.7(2) AND (5) PLANNING CERTIFICATE

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

Fee paid:	\$174.00
Receipt No:	
Receipt Date:	3 October 2024
Property Address:	188 Johns Road, WADALBA NSW 2259
Property Description:	Lot 2 DP 1290072
Property Owner	Marksey Two Pty Ltd
Certificate No:	79386
Reference No:	24499:293535
Date of issue:	04-Oct-2024

The information contained within this certificate relates to the land.



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

Gosford Office: 91-99 Mann Street, Gosford

P 02 4306 7900 | **E** ask@centralcoast.nsw.gov.au | **W** centralcoast.nsw.gov.au | ABN 73 149 644 003

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

1	NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS
----------	---

(1) Environmental Planning Instruments and Development Control Plans that applies to the carrying out of development on the land

Central Coast Local Environmental Plan 2022

Central Coast Development Control Plan 2022

State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

(2) Proposed Environmental Planning Instruments and Draft Development Control Plans which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land

Proposed Standard Instrument (Local Environmental Plans) Order 2006
Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021
Proposed State Environmental Planning Policy (Housing) 2021
Proposed State Environmental Planning Policy (Planning Systems) 2021
Proposed State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

2	ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS
----------	--

(a) Identity of the Zone

Lot 2 DP 1290072

R2 Low Density Residential

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

- (i) development that may be carried out within the zone without the need for development consent,
- (ii) development which may not be carried out within the zone except with development consent and
- (iii) development which is prohibited within the zone.

(c) Whether additional permitted uses apply to the land

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

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

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

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

No

(f) Whether the land is in a conservation area, however described

No

(g) Whether an item of environmental heritage, however described, is located on the land

None

3

CONTRIBUTION PLANS

The subject land is within Central Coast to which the *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023* applies.

This land is subject to the Central Coast Section 7.12 Local Infrastructure Contribution Plan 2023

The land is subject to Warnervale District Development Contributions Plan.

4	COMPLYING DEVELOPMENT
----------	------------------------------

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

HOUSING CODE

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

RURAL HOUSING CODE

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

LOW RISE HOUSING DIVERSITY CODE

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

GREENFIELD HOUSING CODE

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

HOUSING ALTERATIONS CODE

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

GENERAL DEVELOPMENT CODE

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

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

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

INDUSTRIAL AND BUSINESS BUILDINGS CODE

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

CONTAINER RECYCLING FACILITIES CODE

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

SUBDIVISIONS CODE

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

DEMOLITION CODE

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

FIRE SAFETY CODE

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

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

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

5	EXEMPT DEVELOPMENT
----------	---------------------------

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

GENERAL EXEMPT DEVELOPMENT CODE

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

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

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

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

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

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

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

No

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

No

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

No

In this section—

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

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

7	LAND RESERVED FOR ACQUISITION
----------	--------------------------------------

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

Nil

8	ROAD WIDENING AND ROAD ALIGNMENT
----------	---

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

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

(b) ENVIRONMENTAL PLANNING INSTRUMENT

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

(c) COUNCIL RESOLUTIONS

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

9	FLOOD RELATED DEVELOPMENT CONTROLS
----------	---

(1) The land or part of the land **is not** within the flood planning area and **is not** subject to flood related development controls.

(2) The land or part of the land **is** 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.

10	COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS
-----------	--

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

The information currently available to Council indicates that **some** of the land is bush fire 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.

11	BUSH FIRE PRONE LAND
-----------	-----------------------------

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

12	LOOSE-FILL ASBESTOS INSULATION
-----------	---------------------------------------

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

13	MINE SUBSIDENCE
-----------	------------------------

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

14	PAPER SUBDIVISION INFORMATION
-----------	--------------------------------------

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

Nil

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

Not applicable

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

15	PROPERTY VEGETATION PLANS
-----------	----------------------------------

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

16	BIODIVERSITY STEWARDSHIP SITES
-----------	---------------------------------------

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

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

17	BIODIVERSITY CERTIFIED LAND
-----------	------------------------------------

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

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

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

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

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

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

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

In this section—

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

Note—

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

20	WESTERN SYDNEY AEROTROPOLIS
-----------	------------------------------------

Not applicable to Central Coast Local Government Area

21	DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING
-----------	---

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

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

22	SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING
-----------	---

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

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

23	WATER OR SEWERAGE SERVICES
-----------	-----------------------------------

Water or sewerage services provided to the land are not under the *Water Industry Competition Act 2006*.

Note—

A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

NOTE

CONTAMINATED LAND MANAGEMENT ACT 1997

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

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

No

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

No

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

No

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

No

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

No

**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 R2 Low Density Residential Central Coast Local Environmental Plan 2022

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage best practice in the design of low density residential development.
- To ensure that non-residential uses do not adversely affect residential amenity or place unreasonable demands on services.
- To maintain and enhance the residential amenity and character of the surrounding area.

2 Permitted without consent

Home occupations; Recreation areas

3 Permitted with consent

Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Information and education facilities; Jetties; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Sewage reticulation systems; Shop top housing; Tank-based aquaculture; Water recycling facilities; Water reticulation systems; Water storage facilities

4 Prohibited

Any development not specified in item 2 or 3



ABN 73 149 644 003
4 October 2024

InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Dear Sir/Madam

Property: Lot 2 DP 1290072
188 Johns Road, WADALBA NSW 2259
Your Reference: 24499:293533

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

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

If you have any further enquiries regarding this diagram, please contact Central Coast Council's Customer Contact on 02 4306 7900.

Yours faithfully

A handwritten signature in black ink, appearing to be "MW", followed by a horizontal line.

M Walsh
Signed on Behalf of Central Coast Council

Attach



Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259 | **P:** 02 4306 7900
Gosford Office: 91-99 Mann Street, Gosford – **P:** 02 4306 7900

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



Warning Note for Underground Plant Locations

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

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



**Central Coast Council
Sewer Mains Diagram**
Not to Scale

Issue Date: 04/10/2024

Legend

- Access Chamber
- Dead End
- ▲ Lamphole
- Sewer Manhole
- Vacuum Pot
- ✳ Valve
- Private Pump Station
- Pump Station
- Treatment Plant
- Reticulation Main
- Trunk Main
- Reticulation Main (Asbestos)
- Effluent Main
- Private Rising Main
- Rain Main
- Vacuum Main
- Rising Main (Asbestos)
- Sewer Encasement
- Abandoned Main
- Main Not In Use
- Applicants land



ABN 73 149 644 003
Your Ref: 24499:293534

8 October 2024

InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Dear Sir/Madam

**188 Johns Road, WADALBA NSW 2259
Lot 2 DP 1290072**

In reply to your request for an internal sewerage connection plan for the above lot, I advise that although sewer is available to this property, a thorough search of our records revealed Council does not hold a copy of the aforementioned plan.

Should you require any further information regarding this matter, please contact Central Coast Council's Customer Services Section on 02 4306 7900.

Yours faithfully

Sharon Cirillo
Signed on Behalf of Central Coast Council





MARKSEY TWO PTY LIMITED
33 ROBERTSON ROAD NORTH CURL CURL 2099
NORTH CURL CURL NSW 2099

Our reference: 7153046156256
Phone: 13 28 66
2 October 2024

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411000663726
Vendor name	MARKSEY TWO PTY LIMITED
Clearance Certificate Period	2 October 2024 to 2 October 2025

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours faithfully,
Emma Rosenzweig
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

CONTACT US

In Australia? Phone us on
13 28 66

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

Certificate in respect of insurance for residential building work

Policy No:

Policy Date:

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

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

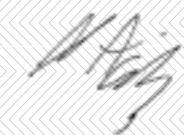
^Additional information

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

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

Certificate No:

Issued on:



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

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

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

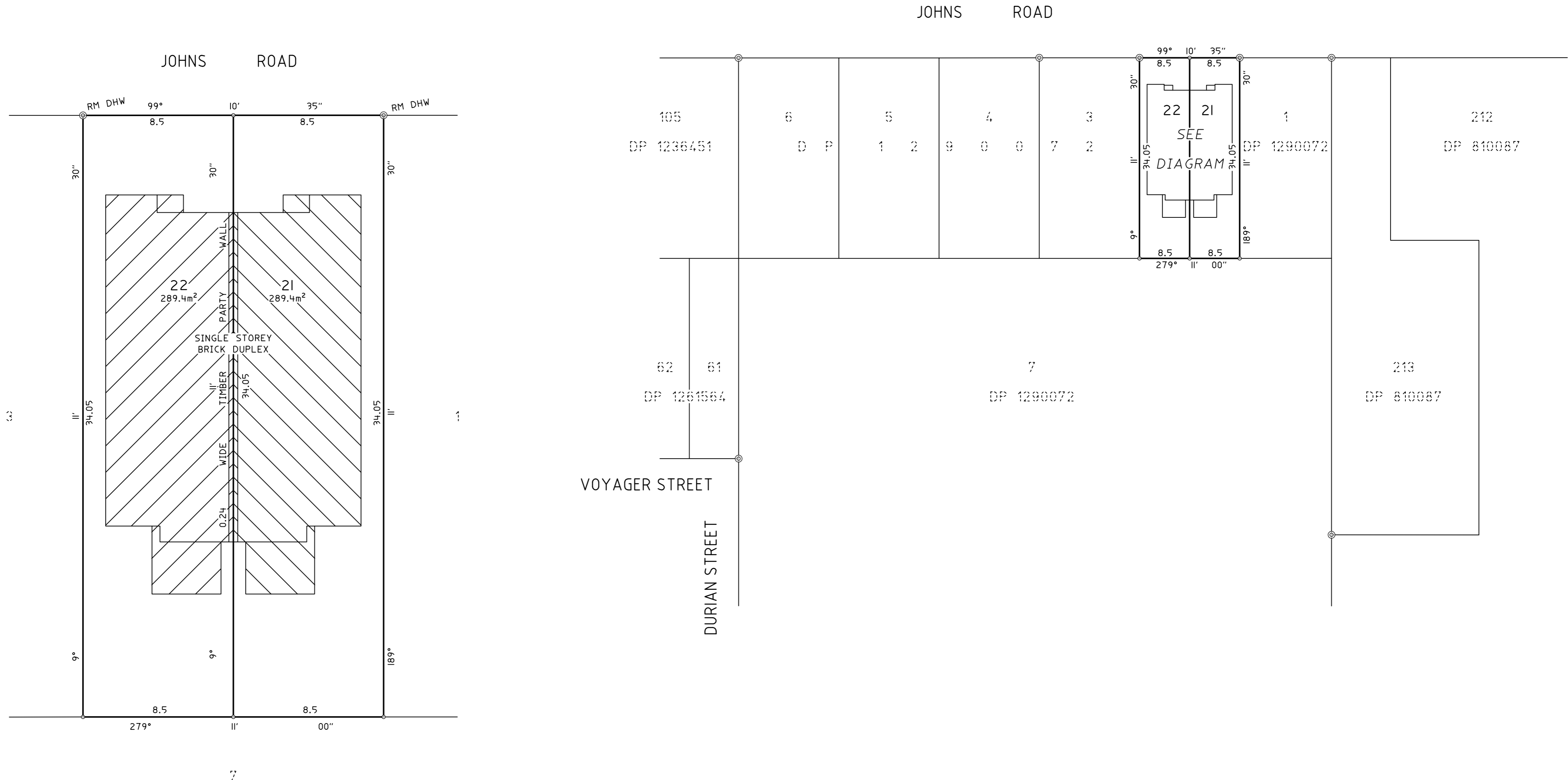
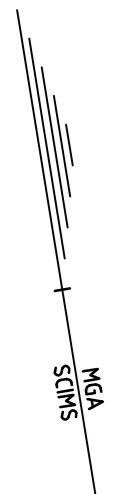


DIAGRAM (NOT TO SCALE)

<p>SURVEYOR Name: TATTERSALL LANDER PTY LTD Date: 19/04/23 Reference: 223075</p>	<p>PLAN OF SUBDIVISION OF LOT 2 DP 1290072</p>	<p>LGA: CENTRAL COAST Locality: WADALBA Reduction Ratio: 1:500 Lengths are in metres</p>	<p>REGISTERED</p>	<p>DP DRAFT PLAN DIMENSIONS AND AREAS ARE SUBJECT TO FINAL SURVEY</p>
---	--	---	-------------------	--

PROPERTY DESCRIPTION:
 LOT: 2
 DP: 1290072
 PARISH: TBA
 COUNTY: TBA
 LOCAL AUTH: CENTRAL COAST COUNCIL

SITE AREA: 578.9m2
DWELLING AREA: 296.40m2
SITE COVER: 51.20%
FLOOR SPACE RATIO: 0.359:1
NOTE: NATURAL GAS
NBN: READY ESTATE
FENCING: 1800H COLORBOND "NEETASCREEN PROFILE" WOODLAND GREY
BAL RATING: 12.5
SOIL CLASS: M
WIND RATING: 'N1'
ACOUSTIC REQ: N/A


DEVELOPMENT CONSENT APPROVAL
 DA/907/2023
 Dated: 26 September 2023

G.L 22.285 AHD
CUT 525mm
FILL 525mm
F.L 21.975 AHD

ORIGIN OF LEVELS
 SPATIAL SERVICES
 NSW GOVERNMENT
 (S.C.I.M.S)
 PM 21152
 RL 22.137 AHD

SITE PLAN 1 : 200

FLOOR AREAS	
UNIT A LIVING	113.35m
UNIT A GARAGE	21.33m
ALFRESCO 1	11.91m
UNIT A PORCH	1.61m
UNIT B LIVING	113.35m
UNIT B GARAGE	21.33m
ALFRESCO 2	11.91m
UNIT B PORCH	1.61m
GRAND TOTAL	296.40m
SQUARES	31.90sq

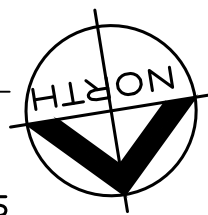
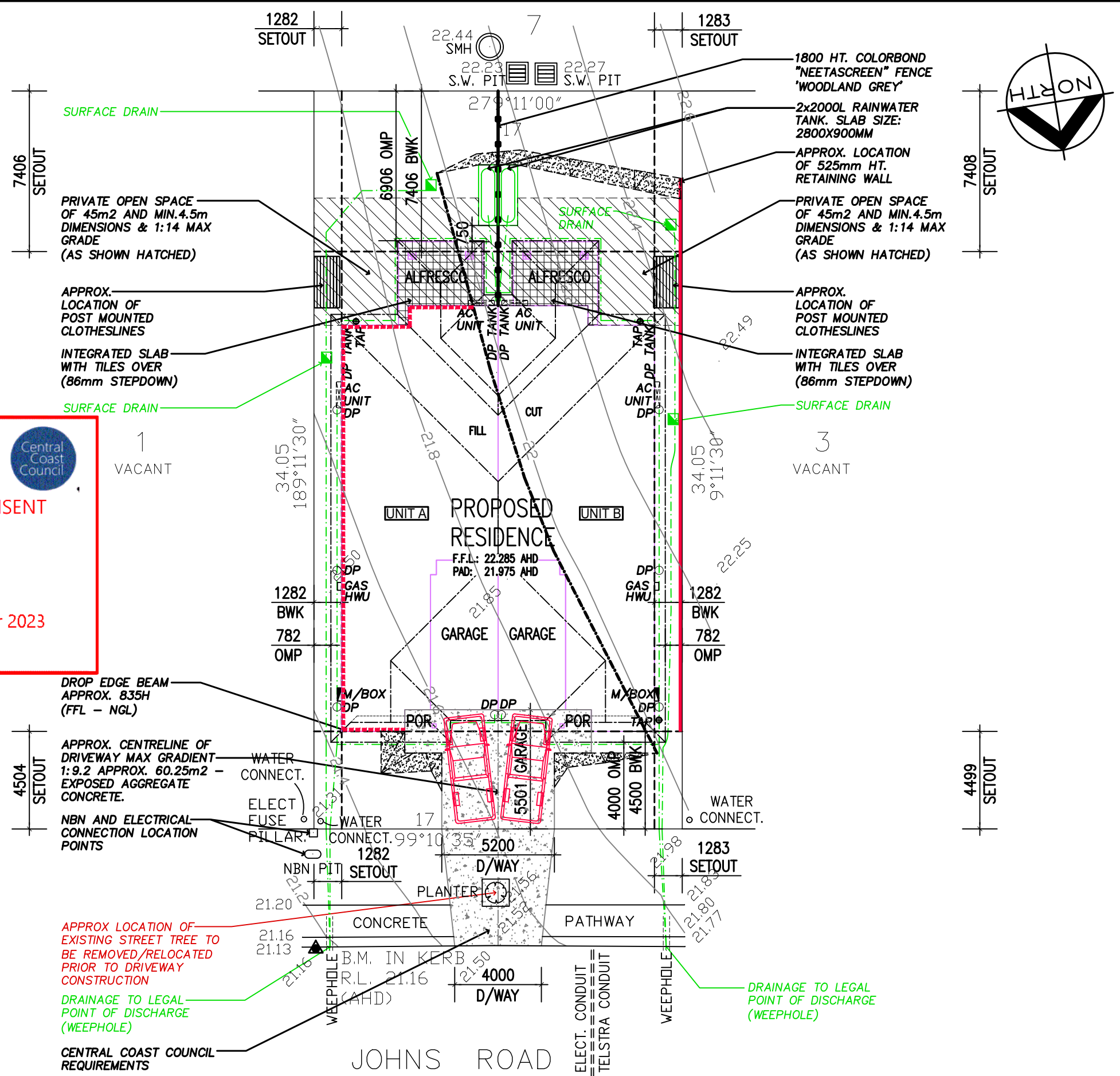


© 2023
 This work is exclusively owned by NCL Group Pty Ltd t/a NCL Homes and cannot be reproduced or copied, either wholly or in part, in any form (graphic, electronic or mechanical, including photocopying) without the written permission of NCL Group Pty Ltd t/a NCL Homes.
 Plans by:
 ROUGH DRAFT
 plans@roughdraft.net.au

Issue	Date	Description	Initials
A	17.03.23	ORIGINAL ISSUE	F.M
B	17.04.23	AMENDS	F.M
C	19.04.23	AMENDS	F.M

PROJECT DETAILS:
 Client: NCL HOMES
 Project: NEW RESIDENCE
 Location: LOT 2 (No. 188) JOHNS ROAD
 WADALBA HILLS ESTATE
 WADALBA NSW 2259

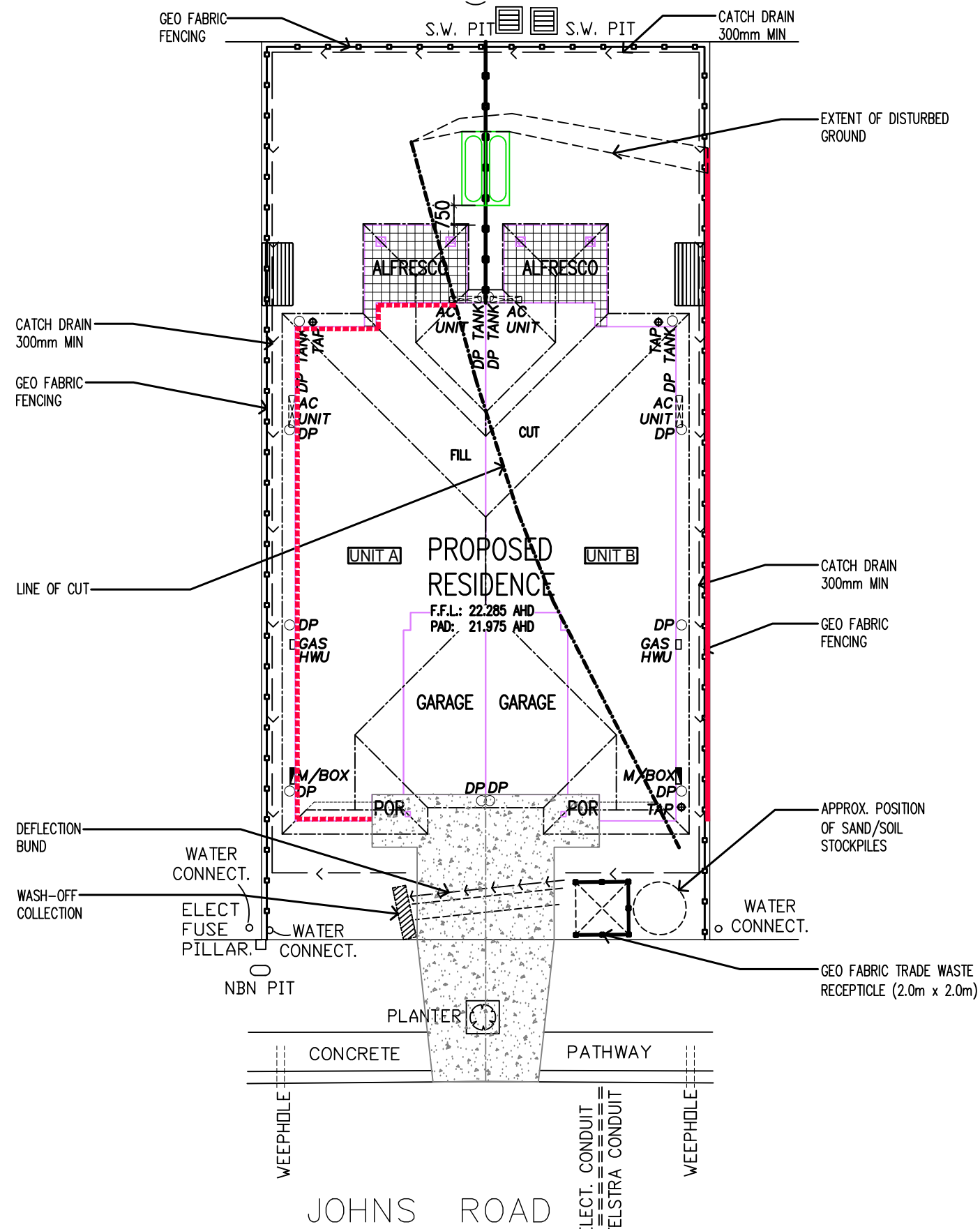
Job No:	N2JOHN
Drawn:	F.M
Sheet:	01A of 10



LEGEND

- DISTURBED GROUND
- GEO FABRIC FENCING
- CATCH DRAIN 300mm MIN
- DEFLECTION BUND
- WASH-OFF COLLECTION

G.L 22.285 AHD
CUT 525mm
FILL 525mm
F.L 21.975 AHD



DEVELOPMENT CONSENT APPROVAL

 DA/907/2023
 Dated: 26 September 2023

SEDIMENT CONTROL PLAN 1 : 200

FLOOR AREAS	
UNIT A LIVING	113.35m
UNIT A GARAGE	21.33m
ALFRESCO 1	11.91m
UNIT A PORCH	1.61m
UNIT B LIVING	113.35m
UNIT B GARAGE	21.33m
ALFRESCO 2	11.91m
UNIT B PORCH	1.61m
GRAND TOTAL	296.40m
SQUARES	31.90sq

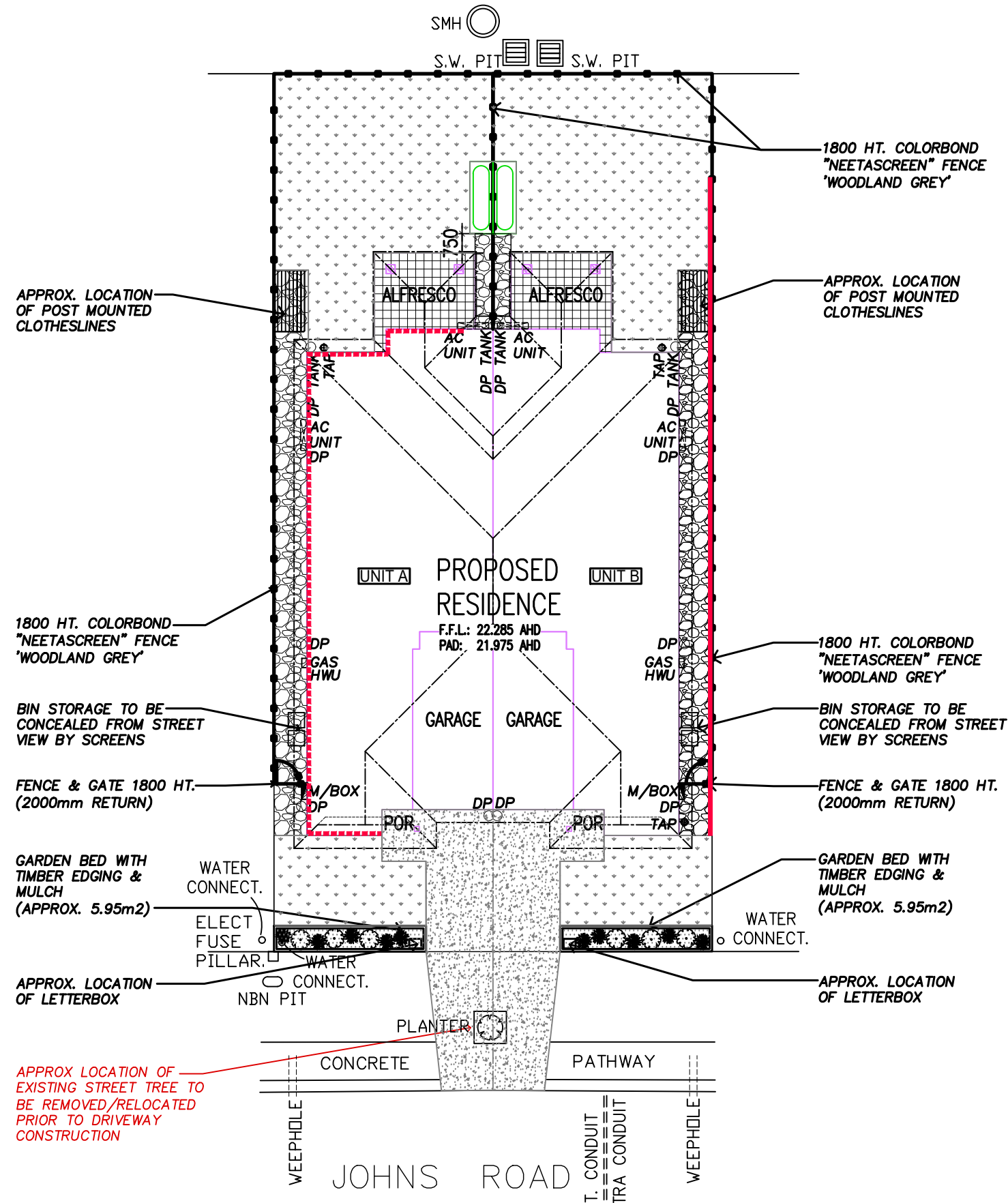


© 2023
 This work is exclusively owned by NCL Group Pty Ltd t/a NCL Homes and cannot be reproduced or copied, either wholly or in part, in any form (graphic, electronic or mechanical, including photocopying) without the written permission of NCL Group Pty Ltd t/a NCL Homes.
 Plans by:
 ROUGH DRAFT
 plans@roughdraft.net.au

Issue	Date	Description	Initials
A	17.03.23	ORIGINAL ISSUE	F.M
B	17.04.23	AMENDS	F.M
C	19.04.23	AMENDS	F.M





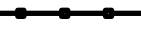
PROJECT DETAILS:
 Client: NCL HOMES
 Project: NEW RESIDENCE
 Location: LOT 2 (No. 188) JOHNS ROAD
 WADALBA HILLS ESTATE
 WADALBA NSW 2259

Job No:	N2JOHN
Drawn:	F.M
Sheet:	01B of 10



NOTE:
UTILITIES, SERVICES, BIN STORAGE,
DRYING AREAS ETC. TO BE
CONCEALED FROM STREET VIEW BY
SCREENS

LEGEND:

-  SELECTED CONC. SURFACE (APPROX. 60.25m²)
-  GRASSED AREA (APPROX. 171.05m²)
-  20mm GRAVEL AREA (APPROX. 54.90m²)
-  GARDEN BED WITH BRICK,PAVED,CONC BORDER & MULCH (APPROX. 11.90m²)
-  1800HT. COLORBOND "NEETASCREEN" "WOODLAND GREY"


DEVELOPMENT CONSENT
APPROVAL

 DA/907/2023
 Dated: 26 September 2023

LANDSCAPE PLAN 1 : 200

FLOOR AREAS	
UNIT A LIVING	113.35m
UNIT A GARAGE	21.33m
ALFRESCO 1	11.91m
UNIT A PORCH	1.61m
UNIT B LIVING	113.35m
UNIT B GARAGE	21.33m
ALFRESCO 2	11.91m
UNIT B PORCH	1.61m
GRAND TOTAL	296.40m
SQUARES	31.90sq



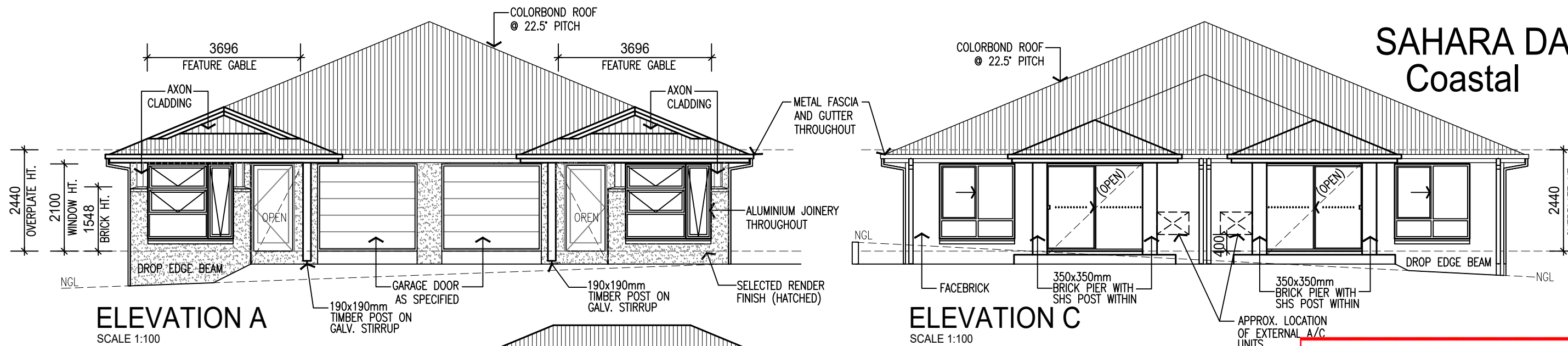
© 2023
This work is exclusively owned by NCL Group Pty Ltd t/a NCL Homes and cannot be reproduced or copied, either wholly or in part, in any form (graphic, electronic or mechanical, including photocopying) without the written permission of NCL Group Pty Ltd t/a NCL Homes.
Plans by:
ROUGH DRAFT
plans@roughdraft.net.au

Issue	Date	Description	Initials
A	17.03.23	ORIGINAL ISSUE	F.M
B	17.04.23	AMENDS	F.M
C	19.04.23	AMENDS	F.M

PROJECT DETAILS:
 Client: NCL HOMES
 Project: NEW RESIDENCE
 Location: LOT 2 (No. 188) JOHNS ROAD
 WADALBA HILLS ESTATE
 WADALBA NSW 2259

Job No:	N2JOHN
Drawn:	F.M
Sheet:	01C of 10

SAHARA DA* Coastal



ELEVATION A
SCALE 1:100

ELEVATION C
SCALE 1:100



ELEVATION B
SCALE 1:100



ELEVATION D
SCALE 1:100


DEVELOPMENT CONSENT APPROVAL

 DA/907/2023
 Dated: 26 September 2023

- GENERAL NOTES:**
- * FIGURED DIMENSIONS TAKE PREFERENCE, DO NOT SCALE FROM PLANS. IF IN DOUBT, PLEASE ASK.
 - * CONTRACTORS TO CHECK & VERIFY ALL INFORMATION.
 - * REPORT ANY ERRORS OR OMISSIONS. ALL WORK TO BE CARRIED OUT IN A TRADESMAN LIKE MANNER, AND IN ACCORDANCE WITH LOCAL CODES, BCA, AUSTRALIAN STANDARDS AND RELEVANT AUTHORITY REQUIREMENTS.
 - * FINISHED GROUND LEVELS ARE APPROXIMATE ONLY AND SHOULD BE CONFIRMED ONSITE.
 - * ALL STRUCTURAL DETAILS TO ENGINEER'S SPECIFICATION, TAKING PRECEDENCE OVER THESE PLANS.
 - * CONCRETE FOOTING & SLAB CONSTRUCTION TO COMPLY WITH AS 2870 OR BCA 3.2.5.
 - * TERMITE TREATMENT TO COMPLY WITH THE PROVISIONS OF PART 3.13 OF THE BCA AND WITH AS3660.1
 - * TIMBER CONSTRUCTION TO COMPLY WITH AS1864 - 1999
 - * WET AREAS TO COMPLY WITH THE PROVISIONS OF PART 3.8.1 OF THE BCA
 - * ALL GLAZING AND INSTALLATION TO COMPLY WITH AS1288 AND AS2047
 - * SMOKE ALARMS TO COMPLY WITH THE PROVISIONS OF PART 3.7.2 OF THE BCA
 - * WINDOW SUPPLIER TO PROVIDE COVER BOARDS TO ALL CORNER WINDOWS
 - * ALL GLAZING TO COMPLY WITH AS1288 - 1994 GLASS IN BUILDINGS, & WITH AS4055 - 1992 FOR WINDLOADING
 - * ALL WATER CLOSET DOORS TO BE REMOVABLE IN ACCORDANCE WITH BCA 3.8.3

ELEVATIONS 1 : 100

FLOOR AREAS	
UNIT A LIVING	113.35m
UNIT A GARAGE	21.33m
ALFRESCO 1	11.91m
UNIT A PORCH	1.61m
UNIT B LIVING	113.35m
UNIT B GARAGE	21.33m
ALFRESCO 2	11.91m
UNIT B PORCH	1.61m
GRAND TOTAL	296.40m
SQUARES	31.90sq

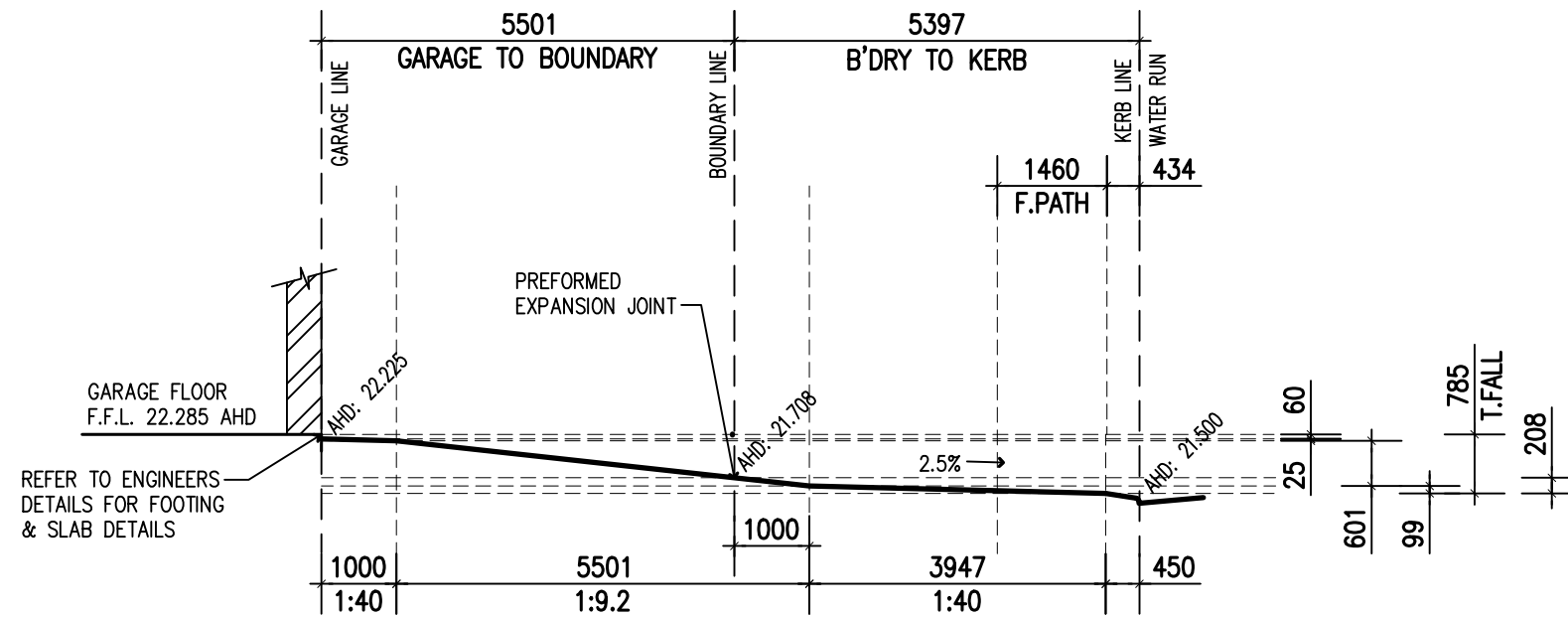


© 2023
 This work is exclusively owned by NCL Group Pty Ltd t/a NCL Homes and cannot be reproduced or copied, either wholly or in part, in any form (graphic, electronic or mechanical, including photocopying) without the written permission of NCL Group Pty Ltd t/a NCL Homes.
 Plans by:
 ROUGH DRAFT
 plans@roughdraft.net.au

Issue	Date	Description	Initials
A	17.03.23	ORIGINAL ISSUE	F.M
B	17.04.23	AMENDS	F.M
C	19.04.23	AMENDS	F.M

PROJECT DETAILS:
 Client: NCL HOMES
 Project: NEW RESIDENCE
 Location: LOT 2 (No. 188) JOHNS ROAD
 WADALBA HILLS ESTATE
 WADALBA NSW 2259

Job No:	N2JOHN
Drawn:	F.M
Sheet:	03 of 10



DRIVEWAY SECTION 1:100

DRIVEWAY & VEHICULAR CROSSING



DEVELOPMENT CONSENT
APPROVAL

DA/907/2023
Dated: 26 September 2023

DRIVEWAY SECTION 1 : 100

FLOOR AREAS	
UNIT A LIVING	113.35m
UNIT A GARAGE	21.33m
ALFRESCO 1	11.91m
UNIT A PORCH	1.61m
UNIT B LIVING	113.35m
UNIT B GARAGE	21.33m
ALFRESCO 2	11.91m
UNIT B PORCH	1.61m
GRAND TOTAL	296.40m
SQUARES	31.90sq

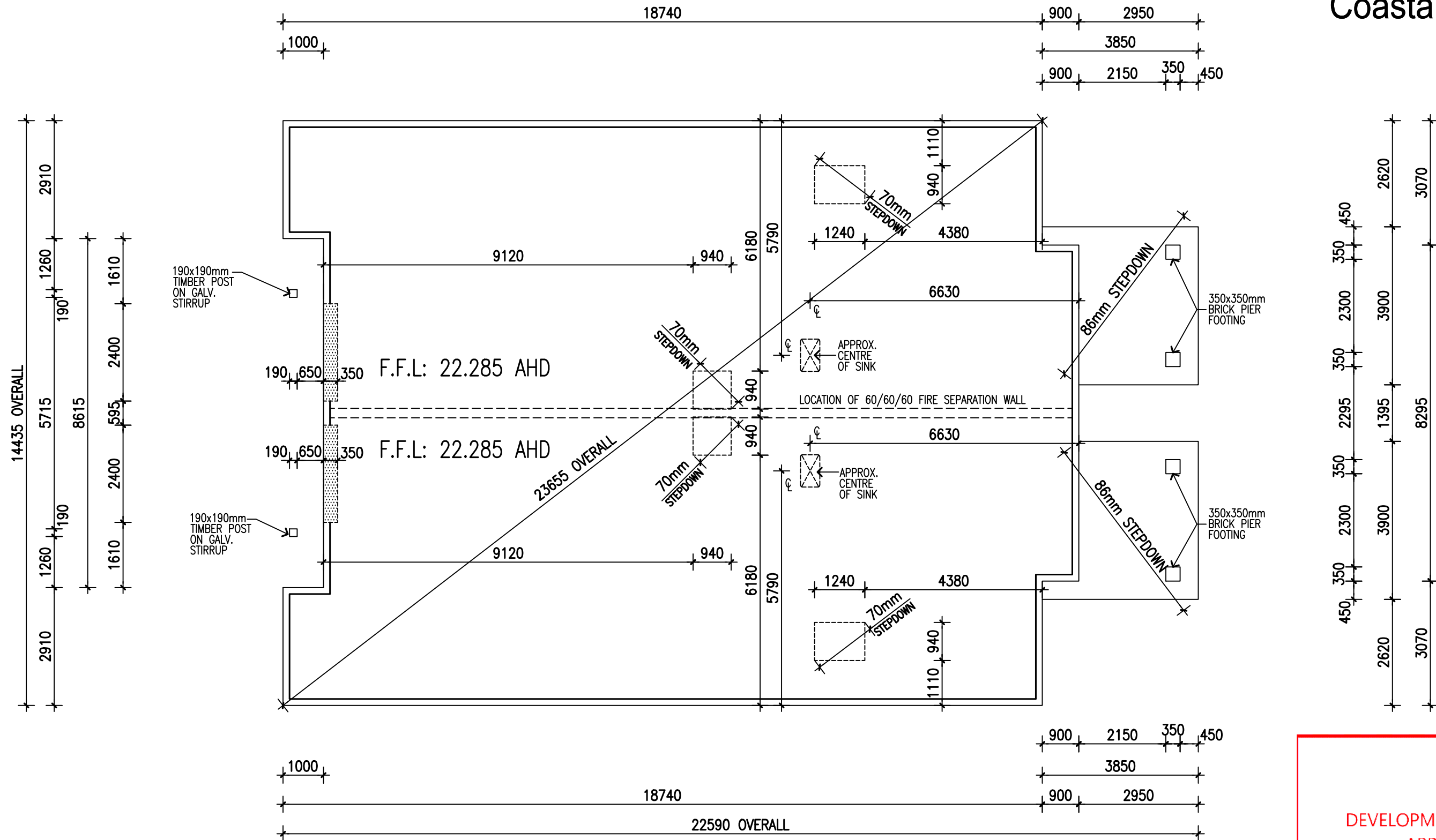


© 2023
This work is exclusively owned by NCL Group Pty Ltd t/a NCL Homes and cannot be reproduced or copied, either wholly or in part, in any form (graphic, electronic or mechanical, including photocopying) without the written permission of NCL Group Pty Ltd t/a NCL Homes.
Plans by:
ROUGH DRAFT
plans@roughdraft.net.au

Issue	Date	Description	Initials
A	17.03.23	ORIGINAL ISSUE	F.M
B	17.04.23	AMENDS	F.M
C	19.04.23	AMENDS	F.M

PROJECT DETAILS:		Job No:
Client:	NCL HOMES	N2JOHN
Project:	NEW RESIDENCE	Drawn:
Location:	LOT 2 (No. 188) JOHNS ROAD WADALBA HILLS ESTATE WADALBA NSW 2259	F.M
		Sheet:
		04B of 10

SAHARA DA* Coastal



SLAB LAYOUT 1 : 100

FLOOR AREAS	
UNIT A LIVING	113.35m
UNIT A GARAGE	21.33m
ALFRESCO 1	11.91m
UNIT A PORCH	1.61m
UNIT B LIVING	113.35m
UNIT B GARAGE	21.33m
ALFRESCO 2	11.91m
UNIT B PORCH	1.61m
GRAND TOTAL	296.40m
SQUARES	31.90sq



© 2023
This work is exclusively owned by NCL Group Pty Ltd t/a NCL Homes and cannot be reproduced or copied, either wholly or in part, in any form (graphic, electronic or mechanical, including photocopying) without the written permission of NCL Group Pty Ltd t/a NCL Homes.
Plans by:
ROUGH DRAFT
plans@roughdraft.net.au

Issue	Date	Description	Initials
A	17.03.23	ORIGINAL ISSUE	F.M
B	17.04.23	AMENDS	F.M
C	19.04.23	AMENDS	F.M

PROJECT DETAILS:
Client: NCL HOMES
Project: NEW RESIDENCE
Location: LOT 2 (No. 188) JOHNS ROAD
WADALBA HILLS ESTATE
WADALBA NSW 2259

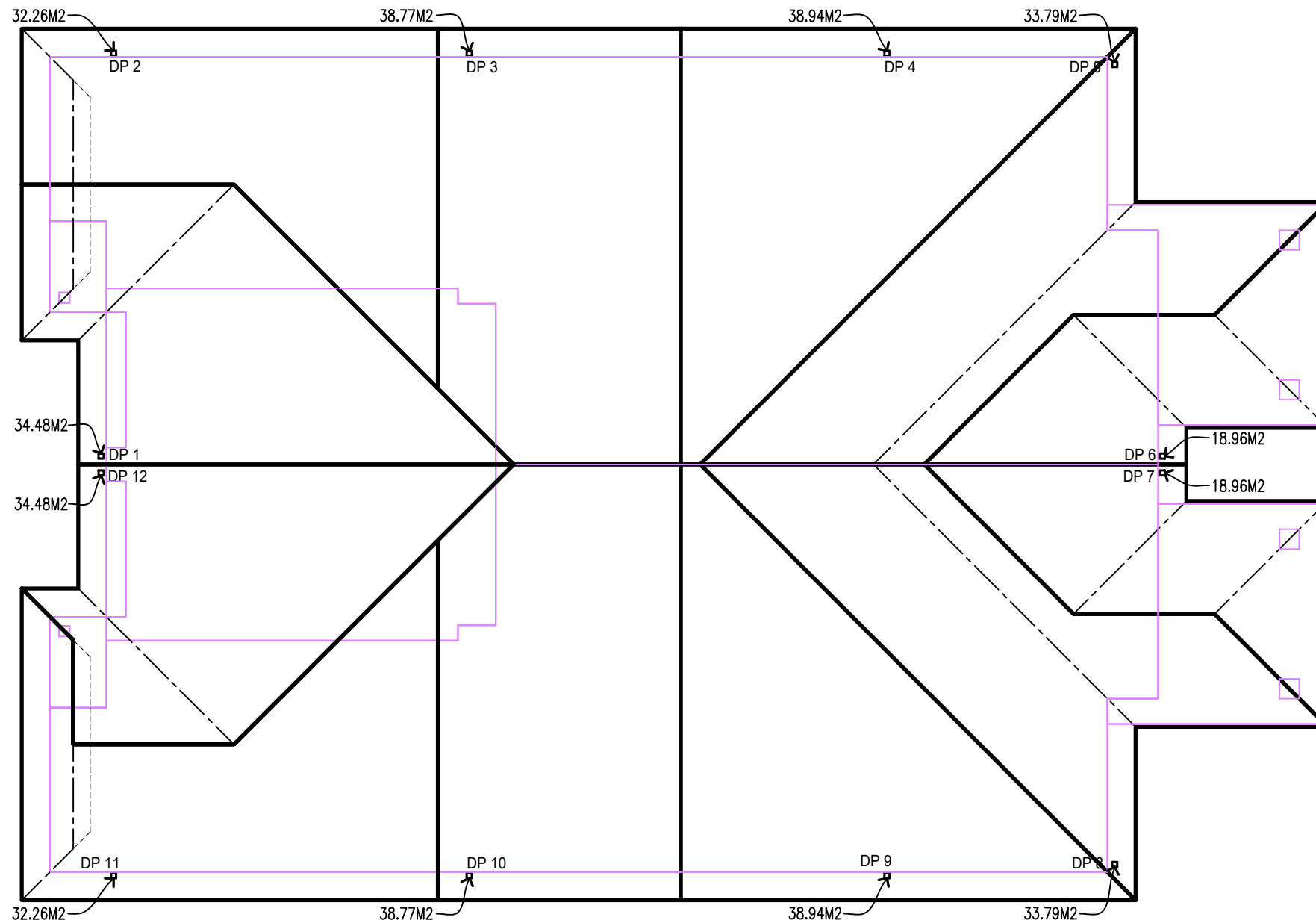


**DEVELOPMENT CONSENT
APPROVAL**

DA/907/2023
Dated: 26 September 2023

Job No:	N2JOHN
Drawn:	F.M
Sheet:	07 of 10

SAHARA DA*



GUTTER OVERFLOW VOLUMES CALCULATIONS

1:100 RAINFALL INTENSITY 316mm/h (NEWCASTLE)
 MAXIMUM ROOF COLLECTION AREA: 40m²/ DOWNPIPE
 OVERFLOW METHOD: CONTINUOUS 5mm SPACER (1.5L/s/m)
 MINIMUM OVERFLOW VOLUME REQUIRED: 3.6L/s

DOWNPIPE NO.	GUTTER LENGTH	CAPACITY
DP1	5.960m	8.940L/s
DP2	10.135m	15.203L/s
DP3	4.305m	6.458L/s
DP4	8.065m	12.098L/s
DP5	6.470m	9.705L/s
DP6	7.150m	10.725L/s
DP7	7.150m	10.725L/s
DP8	6.470m	9.705L/s
DP9	8.065m	12.098L/s
DP10	4.305m	6.458L/s
DP11	10.135m	15.203L/s
DP12	5.960m	8.940L/s



**DEVELOPMENT CONSENT
 APPROVAL**

DA/907/2023
 Dated: 26 September 2023

ROOF DRAINAGE PLAN 1 : 100

FLOOR AREAS	
UNIT A LIVING	113.35m
UNIT A GARAGE	21.33m
ALFRESCO 1	11.91m
UNIT A PORCH	1.61m
UNIT B LIVING	113.35m
UNIT B GARAGE	21.33m
ALFRESCO 2	11.91m
UNIT B PORCH	1.61m
GRAND TOTAL	296.40m
SQUARES	31.90sq



© 2023

This work is exclusively owned by NCL Group Pty Ltd t/a NCL Homes and cannot be reproduced or copied, either wholly or in part, in any form (graphic, electronic or mechanical, including photocopying) without the written permission of NCL Group Pty Ltd t/a NCL Homes.

Plans by:
 ROUGH DRAFT
 plans@roughdraft.net.au

Issue	Date	Description	Initials
A	17.03.23	ORIGINAL ISSUE	F.M
B	17.04.23	AMENDS	F.M
C	19.04.23	AMENDS	F.M

PROJECT DETAILS:

Client: NCL HOMES
 Project: NEW RESIDENCE
 Location: LOT 2 (No. 188) JOHNS ROAD
 WADALBA HILLS ESTATE
 WADALBA NSW 2259

Job No: N2JOHN

Drawn: F.M

Sheet: 10 of 10


**DEVELOPMENT CONSENT
APPROVAL**

 DA/907/2023
 Dated: 26 September 2023

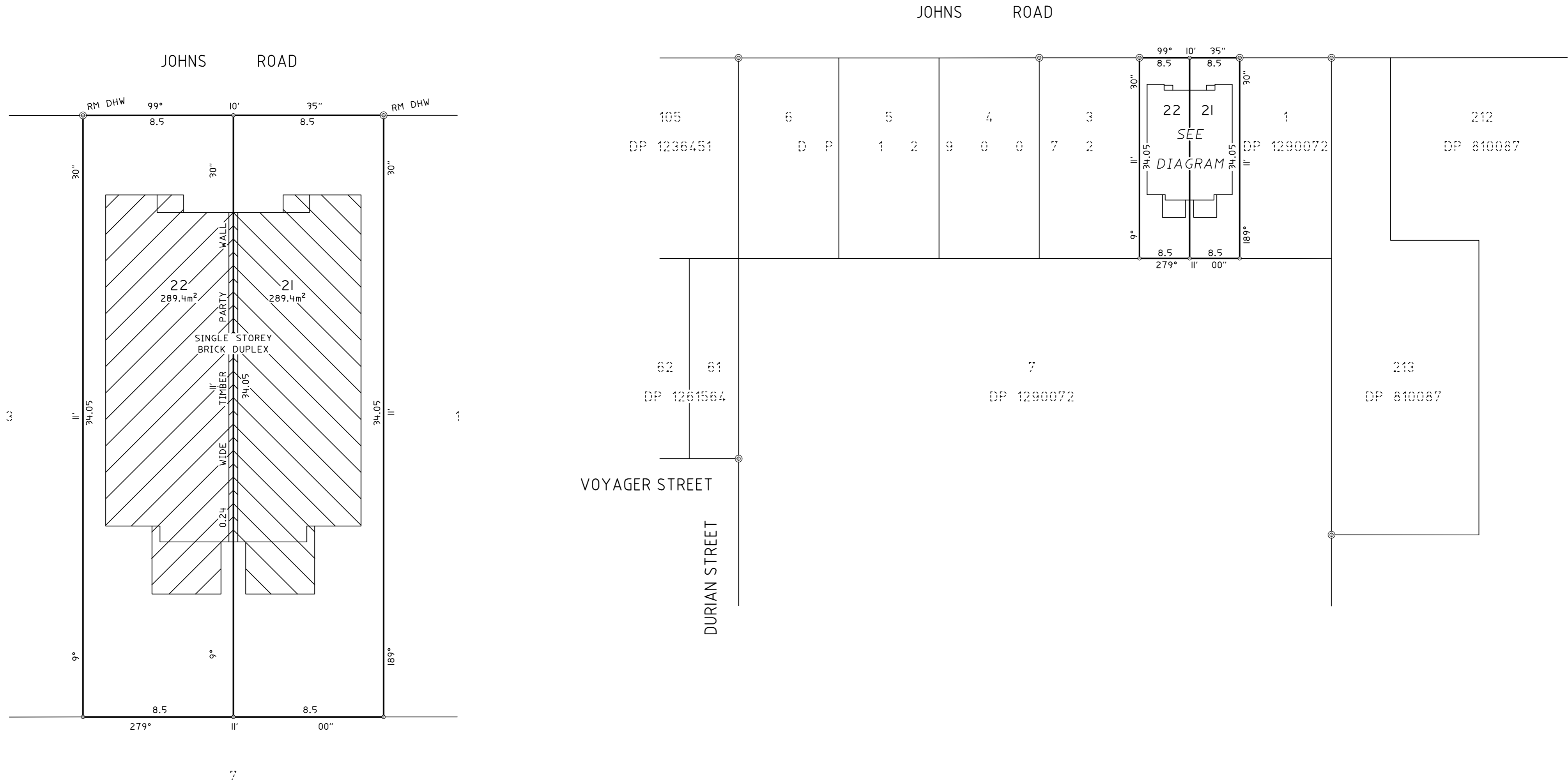
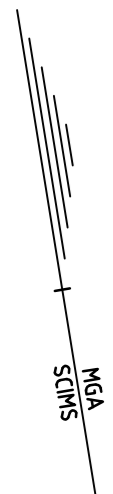


DIAGRAM
(NOT TO SCALE)

SURVEYOR Name: TATTERSALL LANDER PTY LTD Date: 19/04/23 Reference: 223075	PLAN OF SUBDIVISION OF LOT 2 DP 1290072	LGA: CENTRAL COAST Locality: WADALBA Reduction Ratio: 1:500 Lengths are in metres	REGISTERED	DP	<div style="border: 1px solid red; padding: 5px; display: inline-block;"> <b style="color: red;">DRAFT PLAN <small style="color: red;">DIMENSIONS AND AREAS ARE SUBJECT TO FINAL SURVEY</small> </div>
--	---	--	------------	----	---