



Application

For Development Consent, Construction Certificate or Complying Development Certificate

Made under the Environmental Planning and Assessment (EP&A) Act 1979

Lake Macquarie City Council

Telephone: 02 4921 0333

Facimile: 02 4958 7257

Email: council@lakemac.nsw.gov.au

Website: www.lakemac.com.au

Lodgment Options

Mail: Box 1906, Hunter Region Mail Centre, NSW 2310

In person: Customer Service Centre at 126 - 138 Main Road,
Speers Point

NOTES

1. You must include all information requested on this form and the accompanying checklist, as it applies to your application. Incorrect or incomplete details may lead to delays in processing your application.
2. Attach your completed checklist to this form. Council's Customer Service Centre can assist you with any enquiries you have about completing your application.
3. At the time of lodgment, Council will calculate application fees payable.
4. Council's Privacy Management Plan is available on the City's website www.lakemac.com.au.
5. Third parties may request access to, and copies of, the information held by Council relating to this application, in accordance with the Government Information (Public Access) Act 2009.
6. **An image of this form, and any related documentation, will be publicly available on the City's website www.lakemac.com.au.**
7. **You can track the progress of your application – log on to www.lakemac.com.au/onlineservices.**
8. The *Lake Macquarie Local Environmental Plan 2004*, and *Development Control Plan No. 1* and *No. 2* are available at www.lakemac.com.au.
9. Entry onto Land: You are advised that access to your property may be required by Authorised Officers of Council in order for them to process your application and determine compliance with any consent that may be issued. By the submission of this application or by authorising its submission by another person/s it is assumed you are giving approval of entry to your premises to Council staff. Access may be made in your absence. Should access be required, staff may make contact with you beforehand to make the necessary arrangements. See Section 118 of the Environmental Planning & Assessment Act for further details.

TYPE OF APPLICATION

Indicate with a tick which type of application you are making. You can only select one of the following boxes.

Development Application (DA) and Construction Certificate (CC)

Combined application - Application made under s.78A, s.109C(1)(b), s.81A(2), & s.81A(4) EP&A Act 1979.

For minor proposals, you may wish to apply for a DA & CC at the same time. This will save you time from submitting two applications, With two sets of plans and documentation.

Development Application (DA) only

Application made under s.78A EP&A Act 1979.

For larger development proposals, you may wish to apply for development consent before applying for a construction certificate.

Complying Development Certificate (CDC) – Council's Provisions

Application made under s.84A, s.85 & s.85A EP&A Act 1979.

If applying for a CDC, please check that your proposal meets all the applicable complying development criteria in the relevant Development Control Plan. If your proposal does not meet all the criteria, you may submit your application under the Codes SEPP provisions or as a Development Application.

Complying Development Certificate (CDC) – Codes SEPP Provisions

Application made under s.84A, s.85 & s.85A EP&A Act 1979.

If applying for a CDC, please check that your proposal meets all the applicable complying development criteria in the Codes SEPP. If your proposal does not meet all the criteria, you may submit your application under Council's provisions or as a Development Application.

DESCRIPTION OF PROPOSED DEVELOPMENT

Provide the description of the proposed development as identified in the Lake Macquarie Local Environmental Plan 2004 (e.g. dwelling house, dual occupancy - attached, earthworks, home business, commercial premises, entertainment facilities, light industries).

Provide a brief description of the proposed development (e.g. commercial premises - four retail shops; hairdresser, butcher, general store, and gift shop).

If the proposal includes demolition works, please state which structures are to be demolished.

If the proposal is for staged development or you are applying for deferred commencement, provide details here.

LAND TO BE DEVELOPED

Please ensure the land to be developed is described accurately and in full.

House no(s)	Street(s)	Suburb	Lot(s)	Section(s)	DP(s)/SP(s)
24	Paddock Close,	ELERMORE VALE	6		

Have you discussed your development proposal with a council officer(s)?

- Yes, name of officer(s)
 No

APPLICANT DETAILS

Name(s) _____
Company name (if applicable) Tullipan Homes Pty Ltd.
Company ACN 001 299 672
Position in company (e.g. director) _____
Postal address _____
House no. PO Box 5148
Street _____
Suburb CHITTAWAY BAY
State NSW
Postcode 2261

The following information will assist council should an officer need to contact you promptly about your application. This information is not mandatory.

Daytime phone (02) 4353 8644 Mobile _____
Fax (02) 4353 8655 Email tooby@tullipanhomes.com.au

PREFERRED CONTACT METHOD

Mail eMail (see note below)

I undertake to ensure that I advise Lake Macquarie City Council of any changes to my mailing/email address to ensure that all such correspondence is delivered to me without delay.

Please Note: To ensure that emails are delivered to the correct person, it is advisable that a generic email be provided.

OWNER DETAILS

Name(s) Anecito Jr Sagrado Mantilla & Charina Mantilla
Company name (if applicable) _____
Company ACN _____
Position in company (e.g. director) _____
Postal address _____
House no. 17
Street Valleyview Cres,
Suburb GLENDALE
State NSW
Postcode 2285

The following information will assist council should an officer need to contact you promptly about your application. This information is not mandatory.

Daytime phone _____ Mobile 0439 383 622
Fax _____ Email johnmmd@mantilla.net.au

BUILDER DETAILS

The following information is required for Construction Certificates and Complying Development Certificates. You may provide this information to Council later, if you have not yet appointed a builder. If you are an owner-builder, you will need to obtain an Owner-Builder Permit from the Department of Fair Trading if the value of the building works is over \$5,000, prior to the release of your Construction Certificate or Complying Development Certificate.

Company name or owner builder Tullipan Homes Pty Ltd.
Licence or permit number 131446C
Postal address
House no. PO Box 5148
Street _____
Suburb Chittaway bay
State NSW
Postcode 2261

The following information will assist council should an officer need to contact you promptly about your application. This information is not mandatory.

Daytime phone (02) 4353 8644 Mobile _____
Fax (02) 4353 8655 Email toby@tullipanhomes.com.au

ESTIMATED COST OF WORKS

You must provide a genuine estimate of the cost for materials and labour for construction and/or demolition. Council will check your estimate against industry standard cost guides. If you understate the estimate, Council will adjust the figure and you may incur additional application fees. Please refer to Council's Guide to Estimating Cost of Works for further information.

Total estimated cost of works \$ _____

Please provide the following information as it applies to your proposal.

Floor area of development - residential

Ground floor _____ m²
First floor _____ m²
Outbuildings _____ m²
Total _____ m²

Floor area of development - commercial

Gross floor area _____ m²
Subdivision
Number of additional lots _____

INTEGRATED DEVELOPMENT

Section 91 EP&A Act 1979 - *This question only applies to Development Applications (DA).*

Integrated development refers to proposals that require development consent (from the council) and approval from one or more State Government bodies. Please refer to Council's Guide to Integrated Development to determine if this question applies to your proposal.

Is your application for integrated development?

No.

Yes. If yes, tick each approval below that applies to your application:

Fisheries Management Act 1994 – Department of Industry and Investment NSW (Fisheries)

s.144

s.201

s.205

s.219

Heritage Act 1977 – Office of Environment and Heritage

s.58

Mine Subsidence Compensation Act 1961 – Mines Subsidence Board

s.15

Mining Act 1992 – NSW Department of Industry, Investment, Minerals & Petroleum

s.63 & s.64

National Parks and Wildlife Act 1974 – Office of Environment and Heritage

s.90

Petroleum (Onshore) Act 1991 – NSW Department of Industry, Investment, Minerals & Petroleum

s.9

Protection of the Environment Operations Act 1997 – Office of Environment and Heritage

s.43(a), s.47 & s.55

s.43(b), s.48 & s.55

s.43(d), s.55 & s.122

Roads Act 1993 – NSW Department of Transport - Roads & Maritime Service

s.138

Rural Fires Act 1997 – NSW Rural Fire Service

s.100B

Water Management Act 2000 - NSW Office of Water

s.89, s.90 & s.91

SECTION 68 LOCAL GOVERNMENT ACT 1993 APPROVALS

This question only applies to development applications.

Section 68 of the Local Government Act (LGA) 1993 identifies activities that require the approval of the council.

Section 78 A (3) of the Environmental Planning and Assessment (EP&A) Act identifies the activities under section 68 of the LGA 1993 that a person may apply for approval, in the same application for development consent.

Part A - Structures or places of public entertainment

1. Install a manufactured home, moveable dwelling or associated structure on land

Part B - Water supply, sewerage and stormwater drainage work

5. Carry out stormwater drainage work

Part C - Management of waste

1. For fee or reward, transport waste over or under a public place
2. Place waste in a public place
3. Place a waste storage container in a public place
4. Dispose of waste into a sewer of the council
5. Install, construct or alter a waste treatment device or a human waste storage facility or a drain connected to any such device or facility

Part E - Public roads

1. Swing or hoist goods across or over any part of a public road by means of a lift, hoist or tackle projecting over the footway

Part F - Other activities

1. Operate a public car park
2. Operate a caravan park or camping ground
3. Operate a manufactured home estate
4. Install a domestic oil or solid fuel heating appliance, other than a portable appliance
5. Install or operate amusement devices
10. Carry out an activity prescribed by the regulations under the LGA 1993 or an activity of a class or description prescribed by the regulations

LIQUOR ACT 2007

This question only applies to development applications.

Is this proposed development on a premise that has a current/proposed liquor licence (as per the Liquor Act 2007)?

Yes No

STATISTICAL DATA

The following questions apply to applications for Construction Certificates and Complying Development Certificates. This information is required For providing data to the Australian Bureau of Statistics and assists Council officers with the assessment of your application.

What is the area of land? _____ m²

If a new building is proposed, what is the gross floor area of the building? _____ m²

If your proposal is for a new residential dwelling:

Will the new building be attached to any existing building? _____

Will the new building be attached to any other new building? _____

Does the land contain a dual occupancy? _____

How many pre-existing units are there? _____

How many dwellings are to be demolished? _____

How many dwellings are proposed? _____

How many storeys will the building consist of? _____

Materials

Mark applicable boxes with a tick.

Walls

- Aluminium
- Brick, Double
- Brick Veneer
- Concrete, Stone or Slate
- Curtain Glass
- Fibre Cement
- Steel
- Timber
- Other

Floor

- Concrete, Stone or Slate
- Timber
- Other

Frame

- Aluminium
- Steel
- Timber
- Other

Roof

- Aluminium
- Concrete, Stone or Slate
- Fibre Cement
- Steel
- Tiles
- Other

AUTHORISATIONS

Property Owner(s)

I/we consent to the applicant identified on this form, to lodge this application with Lake Macquarie City Council (LMCC).

I/we consent to authorised officers of LMCC to access my/our property in order for them to process this application and determine compliance with any consent that the Council may issue. Access to my/our Property may occur in my/our absence (s.118 EP&A Act 1979).

Appointment of Principal Certifying Authority (PCA) - Applicable for Construction Certificates and Complying Development Certificates. Indicate with a tick which one of the following statements apply:

- I/we appoint Lake Macquarie City Council (LMCC) as the Principal Certifying Authority (PCA).
- I/we do not appoint LMCC as the PCA. At least two days prior to construction, I/we will provide LMCC with details of the appointed PCA.
- Not applicable. (PCA appointment is only required for Construction Certificates and Complying Development Certificates).

Name(s)
(please print)

Anecito Jr Sagrado Mantilla / CHARINA MANTILLA

Signature(s)

 * 

All registered property owners of the land must sign. In the case of a Company, the consent of the authorised person must be provided on letterhead.

Date

23.9.2014 23.9.2014

Applicant(s)

I/we have read the notes and instructions provided on this form, and the accompanying checklist, and have included all the requested information as it applies to this application. I/we have attached the completed checklist to this form.

Name(s)
(please print)

Signature(s)

Date

DISCLOSURE OF POLITICAL DONATIONS OR GIFTS

Have you, or the organisation you represent, made any reportable political donations or gifts (see Note) within the 2 years prior to this application?

- Yes (Please complete a *Disclosure Statement of Political Donations or Gifts where Council is the Approval Authority* and include it with this application.)
- No

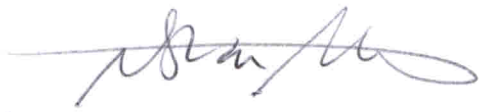

Please Note: For further information on Disclosure of Political Donations or Gifts goto www.legislation.nsw.gov.au and search for Political Donations. To obtain a copy of the Disclosure Statement of Political Donations or Gifts where Council is the Approval Authority contact Council's Customer Service Centre or download it from the website www.lakemac.com.au and search for Political Donations.

Agreement for the Performance of Certification Work



- The Client seeks to engage the Edward Gudaitis to perform certification work on the terms set out in this Agreement.
- The accredited certifier (the Certifier) is authorised to carry out the certification work which is the subject of this Agreement

Section A The Contractor / Certifier		
Name of the Contractor:	Edward Gudaitis	
Corporate Accreditation No.:	BPB 1844	
Business & Postal Address:	Suite 1.2 , 6 Reliance Drive / PO Box 3593 TUGGERAH NSW 2259	
Phone:	(02) 4353 3459	
Email:	info@certibuild.com.au	
Name of Insurer:	Austbrokers Central Coast / SRS Underwriting Agency	
Address:	P.O. BOX 3009 Tuggerah NSW 2259	
Policy No.:	PI 13 0003576	
Period of Insurance Cover:	From: 05 February 2014	To: 05 November 2015
Section B The Client		
Name of Applicant:	Anecito Jr Sagrado Mantilla & Charina Mantilla	
Street Address:	17 Valleyview Cres,	
Suburb & Postcode:	GLENDALE NSW 2285	
Phone / Mobile:	0439 383 622	
Email:	johnmmd@mantilla.net.au	
Section C The Development		
Description of the development:	Residential Dwelling	
Property Address	24 Paddock Close, ELERMORE VALE	
Title Particulars		
Section D Development Consent Details (tick appropriate box/s and complete)		
Development Consent granted by consent authority	Development Consent given by the issue of a Complying Development Certificate (CDC)	Part 4A Certificate issued
<input checked="" type="checkbox"/> YES / <input type="checkbox"/> NO	<input type="checkbox"/> YES / <input type="checkbox"/> NO	<input type="checkbox"/> YES / <input type="checkbox"/> NO
Name of Consent Authority:	Name of Certifying Authority:	Type of Part 4A Certificate Issued:
Development Consent No.:	CDC No.:	Name of Certifying Authority:
Date of Development Consent:	Date of CDC:	Certificate No.:
		Date of Certificate:
Section E Details of Approved Documents		
Details of plans, specifications and other documents approved by the Development Consent / CDC:	Details of plans, specifications and other documents the subject of any Part 4A Certificate:	

Section F Inspections	
Any inspections of the development site or the development required under the EP&A Regulation will be carried out as follows:-	
Inspections by:	Edward Gudaitis
Accreditation No.:	BPB 1844
<input checked="" type="checkbox"/> All Mandatory Critical Stage Inspections	
Section G Certification Work to be Performed (tick one or more boxes as appropriate)	
<input type="checkbox"/> Determination of an application for a Complying Development Certificate *	
<input type="checkbox"/> Determination of an application for a Construction Certificate *	
<input type="checkbox"/> Undertaking functions of Principal Certifying Authority for the development *	
<input type="checkbox"/> Determination of an application for an Occupation Certificate *	
* Refer to the relevant Attachment(s) which contain a Description of Services and the relevant Fees & Charges	
Section H Fees & Charges – Development Certificates / PCA Functions	
<ul style="list-style-type: none"> The fees and charges for the determination of an application for a development certificate and for the Contractor to carry out the functions as the PCA for the development are set out in the relevant attachment The set fees and charges for the determination of an application for a development certificate and for the carrying out of the functions as the PCA for the development, must be paid in full to the Contractor before, or at the time, an application is lodged & before the Contractor commences to carry out any of those functions In the case of fees and charges that may be payable for work arising from unforeseen contingencies, the basis on which those fees and charges are to be calculated are set out in the relevant attachment In respect of any unforeseen contingency work provided for under this Agreement, the Contractor is to send an invoice to the Client within 21 days after the completion of any such work 	
Section I Statutory Obligations	
An information brochure which is to include information about statutory obligations, must accompany this Agreement, if one is published by the Building Professionals Board on its website. The board is the statutory body that accredits the Certifier and administers the <i>Building Professionals Act 2005</i> .	
Section J Date of Agreement	
Date this Agreement is made on:	
Section K Signatures	
Signed / executed by or on behalf of the Certifier	
 Anecito Jr Sagrado Mantilla	
 CHARINA MANTILLA	
Signed / executed by or on behalf of the Client	

Certifying Authority Standard Contract

EFFECT OF CONTRACT

1. This contract supersedes and overrides any other documents or oral representations upon which the parties may seek to rely to generate any legal effect or to imply any contractual obligation.

OBLIGATIONS OF THE CERTIFYING AUTHORITY

2. Regarding the issuing of Construction Certificates, Complying Development Certificates and Occupation Certificates.
 - 2.1 The Certifying Authority shall issue a Construction Certificate, Complying Development Certificate or Occupation Certificate:-
 - 2.1.1 Once the Client pays the Certifying Authority any money owed for work associated with the issuing of a Construction Certificate, Complying Development Certificate or Occupation Certificate; and
 - 2.1.2 The design and construction of the Building Works comply with a relevant Development Consent and the Regulations or any prescribed complying development criteria by either the State Government or Local Council; and
 - 2.1.3 The designs comply with the BCA.
 - 2.2 The Certifying Authority shall provide the relevant Consent Authority and/or Local Council with a Notice of Determination within 7 days of the determination.
 - 2.3 When the Certifying Authority issues a Construction Certificate, Complying Development Certificate or Occupation Certificate, the Certifying Authority may issue additional certificates or statements from any other Certifying Authority or any other party as the Certifying Authority considers necessary in the circumstances.
 - 2.4 The Certifying Authority may carry out as many inspections as the Certifying Authority considers necessary in addition to any mandatory critical stage inspection
 - 2.5 The Certifying Authority shall issue an Occupation Certificate for the Building Works when the Certifying Authority is satisfied that:-
 - 2.5.1 A Development Consent has been complied with, including any preconditions to the issue of an Occupation Certificate or a Complying Development Certificate is in force for the Building Works; and
 - 2.5.2 The Building Works are suitable for occupation or use in accordance with their classification under the BCA; and
 - 2.5.3 The Building Works or parts do not pose any danger for the occupants in the case of an Interim Occupation Certificate.
 - 2.6 The Certifying Authority shall maintain an insurance policy in accordance with the Act and shall provide a copy of that policy to the client upon request.

OBLIGATIONS OF THE CLIENT

3. The client shall:-
 - 3.1 Not engage any other Certifying Authority after the Certifying Authority appointed pursuant to this contract has been engaged. Breach of this condition will entitle the Certifying Authority to recover any losses or costs of whatsoever nature that flow from such breach.
 - 3.2 Pay the Certifying Authority for the agreed amount when the Client submits an application for a Construction Certificate or Complying Development Certificate.
 - 3.3 Ensure that the site is available for the Certifying Authority to carry out its contractual obligations.
 - 3.4 Use Competent People for all aspects of the Building Works.
 - 3.5 Provide the Certifying Authority with evidence of Home Owners Warranty insurance or Owner Builder Permit (if applicable) not less than 48 hours prior to the commencement of the Building Works.
 - 3.6 Provide all relevant drawings, plans, statutory plans and documentation associated with but not limited to the Development Consent, the Construction Certificate or Complying Development Certificate and any Occupation Certificate at the request of the Certifying Authority.
 - 3.7 Attend any meetings if required by the Certifying Authority to do so.
 - 3.8 Comply with any Notices that the Certifying Authority issues.
 - 3.9 Provide Compliance Certificates as may be requested by the Certifying Authority.
 - 3.10 Provide all information that the client reasonably can obtain to enable the Certifying Authority to fulfil its contractual obligations.
 - 3.11 Pay the Certifying Authority in accordance with this contract or any signed agreement between the client and the Certifying Authority.
 - 3.12 Act in good faith, in accordance with the Act and in a cooperative fashion.

CONTRACTUAL VARIATIONS

4. If:-
 - 4.1 The Building Works do not commence within 60 days from the date of the execution of this contract; or
 - 4.2 Any Competent Person used by the Client in respect of the Building Works causes a delay in the progress of the Building Works for more than 21 days; or
 - 4.3 Any part of the Building Works are re-designed by the Client or the client's representative; or
 - 4.4 Any part of the Building is designed pursuant to a Deemed To Satisfy Provision and is subsequently changed by way of an Alternative Solution; or
 - 4.5 More Certificates and / or Modified Certificates are required to be issued by the Certifying Authority than those listed originally agreed to; or
 - 4.6 An amendment to any statutory legislation that requires any aspect of the Building Works or the Certifying Authority's work to be varied; or
 - 4.7 The Certifying Authority is required to undertake more inspections than those listed in an Inspection Schedule; or
 - 4.8 The Client does anything that causes a delay to the Building Works or does anything that delays the ability of the Certifying Authority to carry out its obligations under this contract; or
 - 4.9 Any Notice is issued by the Certifying Authority, then:-
 - 4.10 The Certifying Authority may:-
 - 4.10.1 Vary this contract to the extent that the Certifying Authority will be able to carry out its contractual obligations; and
 - 4.10.2 Increase the contract price with such increase to be made by way of Notice to the Client stating the reason/s for the increase and the amount of the increase.
 - 4.11 The variation will permit the Certifying Authority to claim all costs associated with that delay as reasonably determined by the Certifying Authority.
 - 4.12 Notice must be given to the Client in writing when the Certifying Authority becomes aware that a variation will be necessary.

CONTRACTUAL TERMINATION

5. If:-
 - 5.1 The Client fails to pay any money owing to the Certifying Authority after 7 days of that money becoming payable; or
 - 5.2 The Client has an execution levied against it, assigns or attempts to assign its estate for the benefit of its creditors, intends to or attempts to or makes a composition or Scheme of Arrangement with creditors, has a winding up order made against it, intends to or attempts to pass a resolution for winding up, goes into liquidation, has an Official Manager or Receiver appointed, has a Mortgagee taking possession of any part of its property, has an Administrator or a Provisional Liquidator appointed, becomes insolvent or bankrupt; or
 - 5.3 The Client breaches the contract in any respect; or
 - 5.4 A Construction Certificate or Complying Development Certificate is not capable of being issued within 180 days or 6 months (whichever is the lesser) from the date of execution of this contract; or
 - 5.5 The Building Works do not commence within 60 days from the date a Construction Certificate or Complying Development Certificate was issued; or
 - 5.6 The Client does not permit the Certifying Authority to issue any Occupation Certificate within 60 days from the date of practicable completion; or
 - 5.7 The Building Works have commenced without the issuing of a Construction Certificate or Complying Development Certificate, then:-
 - 5.8 The Certifying Authority may terminate this contract by sending a written Notice of Termination, stating the breach/s, to the Client. Termination will take effect as soon as the client receives the Notice of Termination.
 - 5.9 If the Certifying Authority terminates the contract, then the Certifying Authority is entitled to payment of Termination Money.
 - 5.10 Unless the Client disputes the Notice of Termination, the Client must pay all Termination Money to the Certifying Authority within 14 days of receiving a Notice of Termination.
 - 5.11 If the Certifying Authority terminates the contract, the Certifying Authority is entitled to carry out a final inspection, at the Client's expense, prior to termination.
 - 5.12 As from the date of final inspection, the Client must indemnify the Certifying Authority for any liabilities, including but not limited to professional liability and public liability, of whatsoever nature that emanate from:-
 - 5.12.1 The need to terminate this contract or the Building Contract;
 - 5.12.2 Any matters of non-compliance with the Act on the part of the Client or any other contractors.

DISPUTE RESOLUTION

6. Any dispute of whatever nature to do with this contract must be referred to mediation.
 - 6.1 If either party believes there is a dispute under this contract it must give Notice of the dispute to the other party.
 - 6.2 The mediator must be appointed by the AIBS.
 - 6.3 The mediation will be invoked by either party serving Notice upon the AIBS and the other party within 7 days of a party being notified of a dispute.
 - 6.4 Both parties must attend the mediation and must cooperate with the mediator and each other and shall give the mediator whatever the mediator requests.
 - 6.5 If the mediator resolves the dispute, the resolution must be evidenced by a written agreement that is signed by the mediator and the parties.
 - 6.6 If the mediation fails, then either party may take action to resolve the dispute in a court of competent jurisdiction.
 - 6.7 Both parties will remunerate the mediator on a 50 / 50 % basis, regardless of any alleged fault and regardless of the outcome.
 - 6.8 The AIBS may request mediation funds to be placed into an AIBS trust account before the mediation commences and may request payment of additional moneys from time to time until the mediation is concluded.

MISCELLANEOUS

7. **Occupation Certificates**
 - 7.1 An Occupation Certificate must be applied for, and issued, within 24 months of the date of the construction approval. Failure to comply with this requirement shall entitle the Certifying Authority to terminate the contract, or to charge additional fees for any inspections, including the Final inspection and issue of any Occupation Certificate.
 - 7.2 If, for whatever reason, an Occupation Certificate is not issued whether it be on account of the insolvency of the Client, the disappearance of the Client or the termination of the Contract, the Certifying Authority's responsibilities under the Contract cease forthwith. With respect to any liabilities that may be occasioned under Part 4 of the Act, the Certifying Authority will be able to give evidence that no action can be brought 10 years after the date upon which the act that evidenced the ending of the Contract occurred.

ADDRESS FOR NOTICES

8. Where any Notice is to be forwarded to the client, the address for such Notice shall be the address stated in the application for a relevant Certificate, or to any other address that is notified in writing by the Client to the Certifying Authority.

DEFINITIONS

The Act means the Environmental Planning and Assessment Act 1979 (NSW). All amendments and references to the Act also mean amendment and references to the Regulations.

AIBS means the New South Wales Chapter of the Australian Institute of Building Surveyors.

Alternative Solution has the same meaning as the term in the Building Code of Australia.

BCA means the Building Code of Australia including all applicable amendments.

Building Contract means the contract to construct the Building Works that the client enters into with the builder.

Building Works means any physical activity associated with the erection of a building.

Certificates mean statutory certificates and non-statutory certificates.

Certifying Authority means a Certifying Authority within the meaning of the Act including a Principal Certifying Authority and a body corporate.

Client means the owner or the owner's agent.

Inspection Schedule means the Inspection Schedule provided in the Notice of Inspections within the meaning of the Act.

Notice includes any notice issued under the Act or this contract.

Practicable Completion means the date the builder has completed the Building Works in accordance with the Building Contract.

Termination Money means the money owing to the PCA if the Certifying Authority terminates the contract in accordance with this contract, being money for work done (with interest if applicable) and for cost incurred (with interest if applicable) and any money that the Client would have been bound to pay to the Certifying Authority if the contract had been totally completed.

Application for a Construction Certificate or a Complying Development Certificate



Information for the Applicant

- To minimise delay in receiving a decision about the application, please fill in all sections and ensure all relevant information and documents are provided. If clarification and/or advice is required when completing this form please contact our office for assistance.
- Once completed, applications must be delivered by hand, by post or transmitted electronically to Certibuild for determination. Applications may not be sent by fax.
- A Construction Certificate or Complying Development Certificate has no effect if it is issued after the building work to which it relates is physically commenced.
- Upon an application being made for a Complying Development Certificate, the applicant (not being entitled to copyright) is taken to have indemnified all persons using the application & any accompanying documents in accordance with the Act against any claim or action in respect of breach of copyright (See-Cl.129 EP&A Regulation 2000).

Section A Details of the applicant*

* An application for a Construction Certificate should be made by a person who has the benefit of the development consent. An applicant cannot be the person who will carry out the building work, unless that person owns the land on which the work is to be carried out.

Name(s):	Anecito Jr Sagrado Mantilla & Charina Mantilla
Correspondence to be c/-	Tullipan Homes
Postal Address:	17 Valleyview Cres, GLENDALE NSW 2285
Phone(s):	0439 383 622
Email:	johnmmd@mantilla.net.au

Section B Details of the land where the building work is to be carried out

Street Address:	24 Paddock Close,
Suburb & Postcode:	ELERMORE VALE NSW
Title Particulars (Lot & DP/SP):	

Section C Description of the building work

Briefly describe the development:	Residential Dwelling
BCA Class:	

Section D Cost of works

The contract price, or if there is no contract a genuine and accurate estimate, for all labour and material costs associated with all construction required for the development.

Amount inclusive of GST:	\$
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Section E Planning Consent - complete either Part 1 or Part 2 only

Part 1. Development Application (Construction Certificate Only)

Development Consent No.:	
Date of Development Consent:	

Part 2. Environmental Planning Instrument (Complying Development Certificate Only)

Tick the name of the "environmental planning instrument" under which the development is Complying Development and provide details if applicable.

<input type="checkbox"/>	SEPP (Exempt & Complying Development Codes) 2008
<input type="checkbox"/>	SEPP (Affordable Rental Housing) 2009
<input type="checkbox"/>	SEPP (Infrastructure) 2007
<input type="checkbox"/>	SEPP (Mining, Petroleum Production & Extractive Industries) 2007
<input type="checkbox"/>	Council's Complying Development DCP/relevant policy

Section F Development statistics

Indicate the types of building materials to be used in association with this application.

WALLS		ROOF		FLOOR	
Brick (double)	11	Tiles	10	Concrete/slate	20
Brick (vener)	12	Concrete/slate	20	Timber	40
Concrete/stone	20	Fibre cement	30	Other	80
Fibre Cement	30	Steel	60	Not specified	90
Timber	40	Aluminium	70	FRAME	
Curtain Glass	50	Other	80	Timber	40
Steel	60	Not Specified	90	Steel	60
Aluminium Cladding	70			Aluminium	70
Timber/weatherboard	40			Other	80
Other	80			Not Specified	90
Not Specified	90				

Proposed New DevelopmentGross site area of land (m²):Gross floor area of development (m²):

No. of storeys the building will have:

Swimming Pool Only

Gross volume of swimming pool (L):

Proposed Change of Use

Current uses of the building:

Future uses of the building:

Proposed New Residential Building

No. of pre-existing dwellings on the site:

No. of dwellings to be demolished:

No. of dwellings to be constructed:

Will the new building be attached to an existing building:

Does the site contain a dual occupancy:

Section G Applicants' consent/authority to enter and inspect land

- I/we consent to the certifying authority, or an accredited certifier, to enter the subject property at any reasonable time for the purpose of carrying out inspections in connection with the assessment of this application. I/we undertake to make access to the property available to enable inspections to be carried out.
- I / We agree to the terms and conditions of Certibuild's Certifying Authority Standard Contract, available at www.certibuild.com.au/forms.

Name(s): Anecito Jr Sagrado Mantilla & Charina Mantilla

Signature of applicant(s):

A. Mantilla

Date:

23/09/2014

Section H Owners' consent & details (If different to the applicant)

Please note that ALL owners of the property must provide written consent. If you are signing on the owner's behalf as the owner's legal representative, please attach documentary evidence as to the nature of your legal authority, e.g. Power of Attorney, Company Director, Executor, Trustee.

- As the owner(s) of the above property, I/we consent to this application.

Phone:

0423 434 080

Email:

hangocson@gmail.com

Name(s): Anecito Jr Sagrado Mantilla & Charina Mantilla

Signature of owner(s):

A. Mantilla

Date:

23/09/2014

Section I Payment options			
Indicate the method of payment for this application			
<input type="checkbox"/>	Direct Deposit	Commonwealth Bank - Reference: please quote your surname and suburb Account Name: Certibuild BSB: 062 651 Account: 102 345 14	
<input type="checkbox"/>	Cheque/Money Order	Made payable to Certibuild	
Amount Paid:		\$	Date:
Section J IMPORTANT ITEMS TO ACCOMPANY THIS APPLICATION			
This information will vary for each application, please supply all relevant documentation. Tick or indicate not applicable in the check boxes below. Documents accompanying this application are as prescribed by the Environmental Planning & Assessment Act, 1979, as amended, and Schedule 1 of the Environmental Planning & Assessment Regulation 2000, as amended.			
a) Construction Certificate & Complying Development Certificate			
1.	Construction plans and specifications, a minimum of 3 sets		
2.	Plans stamped by the Local Water Authority and all requirements met		
3.	Plans stamped by the Mines Subsidence Board, if in a Mines Subsidence Area		
4.	Home Owners Warranty Insurance Certificate or an Owner Builder Permit, required for residential building work		
5.	Receipt of Long Service Levy payment, for works valued at \$25,000 and over (see Long Service Corporation website for further information)		
6.	A valid BASIX Certificate, a minimum of 3 copies		
7.	Approval for stormwater and/or onsite sewerage works from Council under Section 68 of the Local Government Act		
8.	Locality diagram &/or directions clearly indicating where the subject block is, required for remote locations		
9.	A copy of the current Fire Safety Schedule for an existing building, required for additions to existing commercial or industrial development		
10.	Receipt for any Section 94 contributions		
11.	Certibuild's Form - Appointment of Principal Certifying Authority & Notice of Intention to Commence Work		
12.	Payment of Certibuild's fee for this application		
b) Construction Certificate Documents Only (in addition to the above)			
13.	DA approved plans and Conditions of Consent issued by Council		
14.	Receipt for any other paid Council fees, if required as per the DA Conditions of Consent		
15.	DA Conditions of Consent required to be completed PRIOR to the issue of a Construction Certificate have been addressed		
c) Complying Development Certificate Only (in addition to the above)			
16.	Section 149(2) Planning Certificate for the property		
17.	Footpath Crossing Permit		
d) Additional Documentation (list any additional information supporting this application)			
18.			
19.			
Office Use Only			
To be completed by the certifying authority immediately after receiving the application.			
Application No.:			Date Received:
Certibuild Contact Details			
Tuggerah Office			
5/22 Reliance Drive (PO Box 3593) Tuggerah NSW 2259			
E: info@certibuild.com.au T: 02 4353 3459			

Appointment of Principal Certifying Authority & Notice of Intention to Commence Work



Environmental Planning & Assessment Act, 1979 – S81A(2)(b),(ii) or (c), or 4(b)(ii) or (c), 86(1) & (2)

Section A Development Details			
Address:	24 Paddock Close, ELERMORE VALE NSW		
Description of the building work:	Residential Dwelling		
Section B Details of person appointing the Principal Certifying Authority (PCA)			
<i>Only the person having the benefit of the Development Consent may appoint the PCA</i>			
Name(s):	Anecito Jr Sagrado Mantilla & Charina Mantilla		
Correspondence to be c/-	Tullipan Homes Pty Ltd		
Postal Address:	17 Valleyview Cres, GLENDALE NSW 2285		
Phone:	0439 383 622		
Email:	johnmmd@mantilla.net.au		
Section C Details of Principal Contractor/Owner Builder			
<i>Home Warranty Insurance / Owner Builder permit to be attached if applicable pursuant to Part 6 of the Home Building Act, 1989</i>			
Builder Name:	Tullipan Homes Pty Ltd		
Licence / Permit No.:	131446C		
Phone:	4353 8644		
Email:	toby@tullipanhomes.com.au		
Section D Notice of Commencement			
The building work described above is intended to commence on:			
Section E Appointment of PCA Declaration			
As the person with benefit of the Development Consent or Complying Development Certificate to which this application relates;			
<ul style="list-style-type: none"> I/we appoint <input type="checkbox"/> Edward Gudaitis from Certibuild as the PCA. I/we consent to the transfer of the PCA to another Certibuild Accredited Certifier and agree to pay any associated costs if the original PCA ceases employment with Certibuild or becomes unable to fulfil their duties as the PCA for any reason. I/we declare that all the information provided is true and correct. I/we acknowledge that failure to comply with any of the PCA's requirements may result in the PCA issuing a Notice of Intention to Serve an Order and/or further legal actions being undertaken. 			
	Person 1	Person 2	Person 3
Name of person with benefit of the Development Consent:	Anecito Jr Sagrado Mantilla	Charina Mantilla	
Signature:			
Date:	23/09/2014	23/09/2014	
Office Use Only			
CC or CD number:	Date of CC/CD:	Name of Certifying Authority:	
If you have provided a CC above, please provide DA details here			
DA number:	Date DA issued:	Name of Council:	