



## Barraclough Jones & Associates

Specialist Lawyers & Conveyancers



**Directors:**

R.M.BARRACLOUGH Acc.Spec. (Property Law)  
B.E.DRINKWATER B.A. LL.B. Acc.Spec. (Criminal Law)

Our Ref: RMB:RM:196715  
Your Ref:

4 April 2019

The Manager  
JKL Real Estate  
PO Box 666  
FORSTER NSW 2428

By email only : [sales@jklrealestate.com](mailto:sales@jklrealestate.com)

Dear Sir/Madam

**Re: Keybuilt Homes Pty Limited and Wagner Proposed Sale**  
**Property: Lor 307 Angus Drive, Failford**

Please find enclosed a copy of the draft Contract for Sale and Purchase of Land in respect to the above property. We look forward to receipt of your advice as soon as a sale of the property has been negotiated.

Please note that we are awaiting further information from our client in order to complete the Contract in respect to the RW payment and the GST information.

In order to avoid unnecessary delays when a buyer is found, we would appreciate it if you would obtain the purchaser's **full legal name and address** so that Contracts can be prepared and issued correctly without any delays.

Yours faithfully

**BARRACLOUGH JONES & ASSOCIATES**

**RICHARD BARRACLOUGH**  
Accredited Specialist  
Property Law

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## Contract for the sale and purchase of land 2018 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW Duty:</b>
vendor's agent	JKL Real Estate PO Box 666, FORSTER NSW 2428	Phone: 6554 8717 Fax: 6555 8664
co-agent		
vendor	Keybuilt Homes Pty Limited ACN 613 467 002, Levi Richard Wagner and Rachael Maree Wagner 10 Avoca Court, Red Head, NSW 2430 and 6 Becker Road, Forster, NSW 2428	
vendor's solicitor	Barraclough Jones & Associates 68 Manning Street, Tuncurry NSW 2428 DX 7109 FORSTER E:reception@barracloughjones.com.au	Phone: 02 6554 8466 Fax: 02 6554 9928 Ref: RMB:RM:196715
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	Lor 307 Angus Drive, Failford, New South Wales 2430 Registered Plan: Lot 307 Plan DP 1240775 Folio Identifier 307/1240775	
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input 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)

buyer's agent

vendor

**GST AMOUNT (optional)**

The price includes  
GST of: \$

witness

purchaser

☐ JOINT TENANTS    ☐ tenants in common    ☐ in unequal shares

witness

## Choices

Vendor agrees to accept a **deposit-bond** (clause 3) ☐ NO ☐ yes  
**Proposed electronic transaction** (clause 30) ☐ no ☐ YES

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

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

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

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

Purchaser must make an *RW payment* (residential withholding payment) ☐ NO ☒ yes (if yes, vendor must provide further details)

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

***RW payment (residential withholding payment) – further details***

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 section information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input checked="" type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
<b>Home Building Act 1989</b>	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input checked="" type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1986
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 document relevant to off-the-plan sale
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<b>Other</b>
<b>Swimming Pools Act 1992</b>	<input checked="" type="checkbox"/> 58 schedule of finishes, stamped plans
<input type="checkbox"/> 27 certificate of compliance	
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons for non-compliance	

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



## **SPECIAL CONDITIONS**

CONTRACT FOR SALE AND PURCHASE OF LAND BETWEEN:

**Keybuilt Homes Pty Limited and Levi Richard Wagner & Rachael Maree Wagner (Vendor)**  
**AND**

**(Purchaser)**

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**1. Amendments to Printed Provisions**

- 1.1 The printed provisions of this Contract are amended as follows:
- 1.2 Clause 7.1.1 – delete “5%” and insert in lieu thereof “1%”;
- 1.3 Clause 7.2.4 – delete “and the costs of the Purchaser”.
- 1.4 Clause 20.6.5 – add the words “or email” after the word “fax”.

**2. Notice to Perform and Complete**

- 2.1 Should any event arise entitling either party to issue a Notice to Perform upon the other, then the parties agree that a period of fourteen (14) days from the service of such a Notice making time of the essence shall be a proper and reasonable time.
- 2.2 If either party serves on the other a Notice to Complete, the party served shall not object to the Notice on the ground that the time stipulated for completion is unreasonable if that time is not less than 14 days.
- 2.3 The party serving a Notice to Complete may:
  - a. at any time withdraw the Notice to Complete by further notice to the party in default; and
  - b. at its option issue a further Notice to Complete.

**3. Delivery of Notices**

- 3.1 Notwithstanding anything contained in Clause 20.6 hereof, any notice or document under or relating to this Contract shall be deemed to have been served on the recipient and the recipient's solicitor on the day after it is delivered to the serving party's facility in the Document Exchange System.

**4. Death, Liquidation, etc.**

- 4.1 Without affecting any other right of the parties, if either party:
    - being an individual:
      - 4.1.1 dies; or
      - 4.1.2 becomes incapable by unsoundness of mind to manage the party's own affairs.
    - or, being a company:
      - 4.1.3 resolves to go into liquidation;
      - 4.1.4 has a petition for its winding up presented and not withdrawn within thirty (30) days of presentation;
      - 4.1.5 enters into any scheme of arrangement with its creditors under the relevant provisions of the *Corporations Law* or any similar legislation; or
      - 4.1.6 has a liquidator, provisional liquidator, administrator, receiver or receiver and a manager of it appointed
- either party can rescind.

**5. Purchaser Acknowledgement**

**5.1** The Purchaser acknowledges:

- i. he has not been induced to enter into this Contract for Sale of land by any representation, statement or warranty made or given by the Vendor or on behalf of the Vendor, other than those embodied in this Contract,
- ii. the property, the improvements erected on the property and the inclusions are sold in their present location, state of repair and condition as inspected by the Purchaser;
- iii. he has relied entirely upon his own inspection of the property, the improvements thereon and the inclusions; and
- iv. that he will make no objection requisition or claim for compensation in regard to the foregoing matters or any of them.

**6. Liquidated Damages**

**6.1** Where:

- i. the Vendor is ready, willing and able to execute the assurance of the property and complete this contract; and
- ii. the Purchaser does not complete this contract on the completion date,

the Purchaser must pay to the Vendor on completion:

- iii. liquidated damages on the balance of the purchase price at the rate of eight per cent (8%) per annum (calculated daily) from and including the day after the completion date to the actual date of completion.
- iv. The Purchaser acknowledges that the payment required under subparagraph (iii) represents a genuine pre-estimate of the liquidated damages likely to be suffered by the Vendor as a result of completion not taking place by the completion date.
- v. The parties agree that the payments under this clause are made on account of damages and that the Vendor shall not be required to settle unless such amounts are paid by the Purchaser on completion.
- vi. The Vendor's right to the payments under this special condition shall not limit any other rights the Vendor may have against the Purchaser as a result of the Purchaser's failure to complete this Contract in accordance with the provisions of this Contract.

**6.2** Where:

- i. A party is ready, willing and able to complete this Contract; and
- ii. The other party does not complete this Contract on the date for completion,

the party failing to complete must pay the sum of \$275.00 on account of the additional legal fees incurred because of the delay if a Notice to Perform or Notice to Complete is issued.

**7. Indemnity regarding Real Estate Agent**

**7.1** The Purchaser warrants that he was not introduced to the property by any Real Estate Agent (if any) other than the Agent shown as the "Vendor's Agent" or "Co-Agent" on the front page of this Contract.

- 7.2 Should any other Real Estate Agent make a successful claim for commission against the Vendor based on the fact that such agent introduced the Purchaser to the property then the Purchaser will indemnify the Vendor in respect of such commission and in respect of all costs of and incidental to such claim for commission incurred by the Vendor.

This clause will not merge on completion.

**8. Requisitions on Title**

Annexed to this Contract are Requisitions on Title which the purchasers are deemed to have raised upon exchange of Contracts.

**9. Construction**

- (a) Before completion the vendor must complete construction of the dwelling in accordance with the plans attached hereto and marked A;
- (c) All works must be carried out in a proper and workmanlike manner;
- (c) The issue of an Occupation Certificate in respect to the dwelling is evidence that the vendor has fulfilled its obligations in relation to construction of the dwelling.

**10. Defects warranty**

- (a) In this clause:
  - (1) "defects period" means the period of three (3) months from the date of the Final Occupation Certificate.
- (b) The vendor must, within a reasonable time after the expiration of the defects period, repair in a proper and workmanlike manner any defects notice of which is served on the vendor.
- (c) The purchaser must serve notice of any defects before the expiration of the defects period.
- (d) Before completion the purchaser cannot serve notice of any defects unless the defects make the property uninhabitable in which event the vendor must repair those defects before completion.
- (e) An Occupation Certificate is conclusive evidence that there are no defects which make the property uninhabitable.
- (f) The purchaser acknowledges and accepts that:
  - (i) Some of the materials used in the property, particularly in finishes and fittings, may comprise natural products, such as stone, timber and the like;
  - (ii) These materials may exhibit variations between different areas of the finished product or from any sample exhibited and may contain natural fissures, occlusions, lines, indentations or the like; and
  - (iii) The matters referred to in this clause are not defects and the purchaser cannot make a claim or requisition or rescind or terminate the contract as a result of the existence or occurrence of any of the matters set out in this clause.
- (g) If any disagreement arises in connection with this clause:
  - (i) The purchaser cannot make a claim or requisition or rescind or terminate this contract;
  - (ii) Either party may refer the disagreement to a single expert nominated by the President of the Law Society of New South Wales;

- (iii) The experts decision will be conclusive and binding on the parties; and
- (iv) The cost of the expert determination must be borne by the party against whom the expert's decision is made or if there is no such party then by the party or parties who the expert determines is or are to bear the costs.

**12. Final Occupation Certificate**

12.1 This Contract is subject to the vendor obtaining a Final Occupation Certificate within six (6) months from the date of this Contract. In the event that the Final Occupation Certificate has not been issued by the certifying authority within that time then either party may rescind this Contract and the provisions of Clause 19 shall apply.

12.3 The purchaser may waive his rights to the benefit of this Special Condition at the purchaser's discretion.

12.4 If issue of the Final Occupation Certificate is delayed in whole or in part to one or more of the following:

- (a) damage and/or delay by fire, explosion, earthquake, lightning, storm, tempest, war, civil commotion or strikes;
- (b) in consequence of proceedings being taken or threatened by or disputes with adjoining or neighbouring owners or Council or any other authority;
- (c) on account of the delay of Council or any other authority in giving any necessary approval provided the vendor has taken all reasonable steps to obtain such approval;
- (d) inclement weather; and/or
- (e) by any other cause matter or thing beyond the control of the vendor,

then by serving a written notice on the purchaser at any time after such delay the vendor may substitute a date later than six (6) months from the date of this Contract provided that later date is not more than nine (9) months from the date of this Contract.

**11. Completion**

11.1 Completion of this Contract shall take place on the later to occur of:

- i. 42 days from the date of this Contract; or
- ii. 14 days from the date upon which the vendor's Solicitor serves on the purchaser's solicitor a Final Occupation Certificate in respect to the property.

**12. Sewer diagram**

12.1 The sewer mains diagram by MidCoast Water Services attached to this Contract is all that is available in the ordinary course of administration of MidCoast Water Services.

12.2 Prior to completion the vendor will arrange for the plumber performing the plumbing works on the property to prepare and submit "as built" drawings to MidCoast Water Services.

12.3 The purchaser agrees to accept a copy of the "as built" drawings in satisfaction of the vendor's obligations to supply a sewer service diagram.

**13. Alterations**

(a) The vendor can without being required to give any notice to the purchaser:

- (i) Alter any manner of finish in which the property and the building is specified to be finished in the finishes schedule to a manner of finish of at least equivalent quality;

- (ii) Alter any item to be installed in the property and the building as specified in the finishes schedule to another item of at least equivalent quality; and
- (iii) Make construction amendments:
  - (1) To meet, or as a consequence of meeting, the requirements of the council and any authority; or
  - (2) To substitute materials if those materials are difficult to obtain; or
  - (3) As desired by the vendor from time to time.

And the purchaser cannot make a claim or requisition or rescind or terminate in respect of such alteration or construction amendment.

- (b) The vendor must serve a notice advising of construction amendments which in the opinion of the vendor substantially detrimentally affect the dwelling forming part of the property whereupon the purchaser can rescind but only within 7 days of service of that notice and in this respect time is essential.
- (c) If any disagreement arises in connection with alterations:
  - (i) The purchaser cannot make a claim or requisition or rescind or terminate this contract;
  - (ii) Within 3 months from the completion date, either party may refer the disagreement to a single expert nominated by the president;
  - (iii) The expert's decision will be conclusive and binding on the parties; and
  - (iv) The cost of the expert determination must be borne by the party against whom the expert's decision is made or, if there is no such party, then by the party or parties who the expert determines is or are to bear the costs.

#### **14. Removal of Charges**

The vendor is not obliged to remove any charge on the property for any rate, tax or outgoing until the time when completion of this Contract is effected. The vendor is not deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any charge on the property for any rate, tax or outgoing. The vendor is entitled to serve a notice to complete on the purchaser although at the time the notice is served or at any time after that time there is a charge on the property for any rate, tax or outgoing.

#### **15. Vendor not yet registered as proprietor**

- 15.1 The vendor has entered into a Contract dated 20 September, 2018 with Hozcole Pty Limited which provides for completion of the sale to the vendor on 20 September, 2019.
- 15.2 Completion of this Contract is subject to and conditional upon completion of the Contract referred to in 13.1 above.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

### Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by 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 outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property 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 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 issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;
- (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
- 17. 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?
- 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 of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 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**

- 20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 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) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 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. 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.
- 28. 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.
- 29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 30. The purchaser reserves the right to make further requisitions prior to completion.
- 31. 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.



Lic no. 203601C      ABN – 95850525632

Phone: 02 65593841    Mobile: 0437 970 472

Email: [key.homes@outlook.com](mailto:key.homes@outlook.com)

### **Inclusions and Allowances Lot 307 Angus Dr, Failford**

- • Dishlex dishwasher \$ 750
  - • Oven and Cooktop as per Reece inclusions.
  - • 3 TV points
  - • 1 Phone points
  - • Ducted Air conditioning
  - • Tile allowance \$ 35 per m2 ( incl gst )
  - • Wall tiles 1.2 m high to the Ensuite and Bathroom
  - • Polished concrete to the living, Kitchen, alfresco and hall areas
  - • Framed shower Screens to the Ensuite and Bathroom
  - • Vanity as per Reece inclusions. Selection of standard colours.
  - • WC as per Reece inclusions.
  - • Tapware as per Reece inclusions.
  - • Kikuyu turf up to 800m2
  - • Gravel driveway and croos over to council specifications.
  - • Carpet \$ 135 per m , to all bedrooms and family room. The rolls are generally 3.6 m wide when measuring Carpet
  - • Smooth readycoat doors
  - • Gainsbourough leverset locks internally.
  - • Flyscreens to all windows
  - • Kitchen and Laundry allowance \$ 18000.00.
- 
- • Bath 1700 mm long freestanding.
  - • Double fold out Clothesline
  - • Robes to be Hume smart robes with finger grips.
  - • Gas Hot Water as per Reece inclusions.
  - • Remote control electric garage door
  - • Roller blinds
  - • Tank and pump as required by Basix



# Certificate in respect of insurance for residential building work

**Policy No:** HBCF19012042

**Policy Date:** 15/03/2019

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*.

<b>Period of Insurance</b>	The contract of insurance provides cover for both the construction period and the warranty period.
<b>In respect of</b>	New Single Dwelling Construction
<b>Description of construction as advised by builder^</b>	New single storey house on vacant land
<b>At</b>	19 Angus Drive Failford New South Wales 2430
<b>Site plan number^</b>	NA
<b>Site plan type^</b>	NA
<b>Homeowner</b>	KeyBuilt Homes and Levi and Rachel Wagner
<b>Carried out by</b>	Jordan Keyte
<b>Licence number</b>	203601C
<b>Builder job number^</b>	Bullocks 19
<b>Contract amount^</b>	\$398,000.00
<b>Contract date^</b>	07/03/2019
<b>Premium paid</b>	\$2,117.36
<b>Cost of additional products or services under contract</b>	Nil - no additional services.
<b>Price (including GST and Stamp Duty)</b> <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract.</small>	\$2,538.72

## ^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](http://www.icare.nsw.gov.au)

**Certificate No:** HBCF19012042

**Issued on:** 15/03/2019

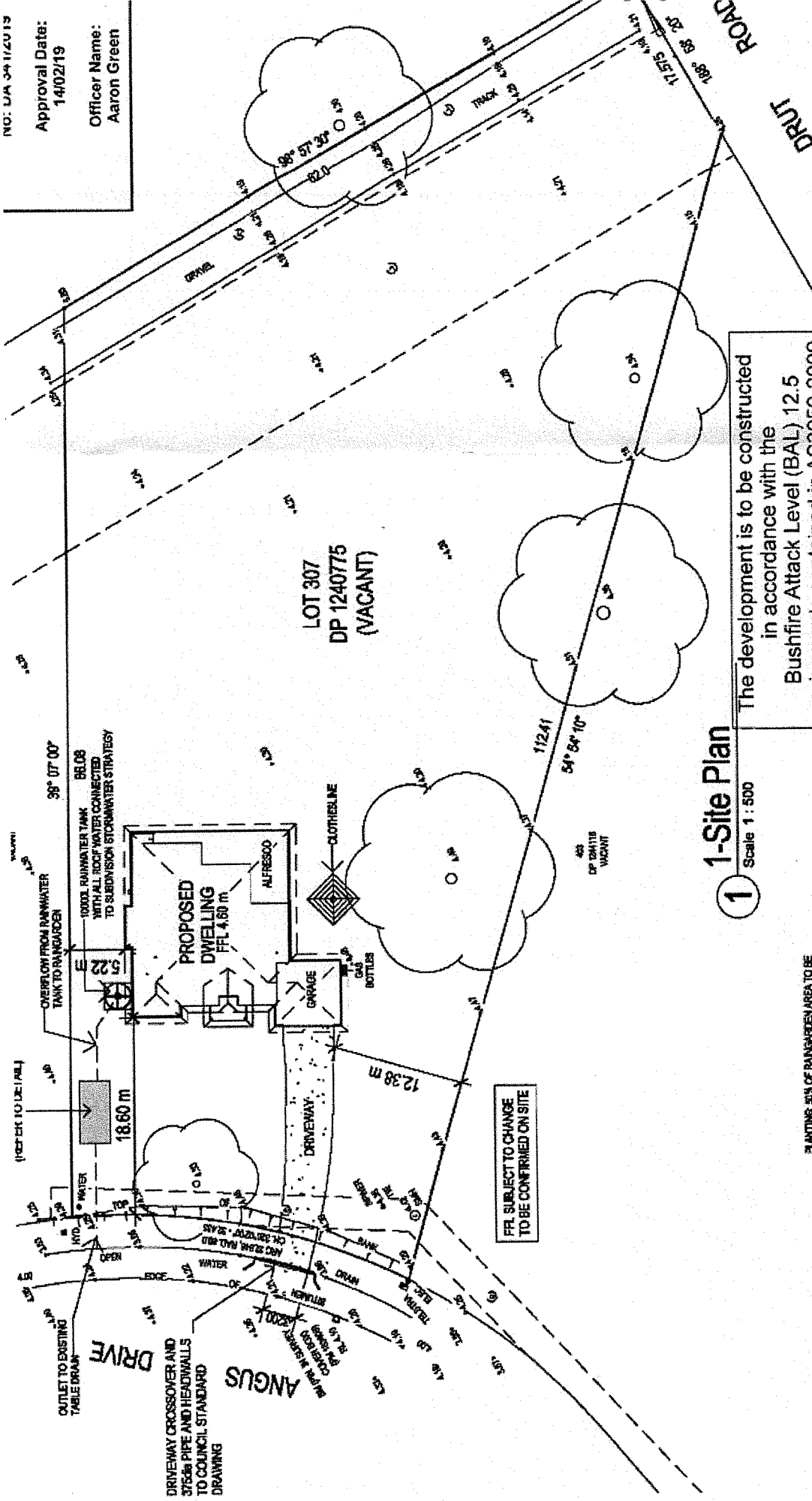


**Signed on behalf of the insurer**

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.

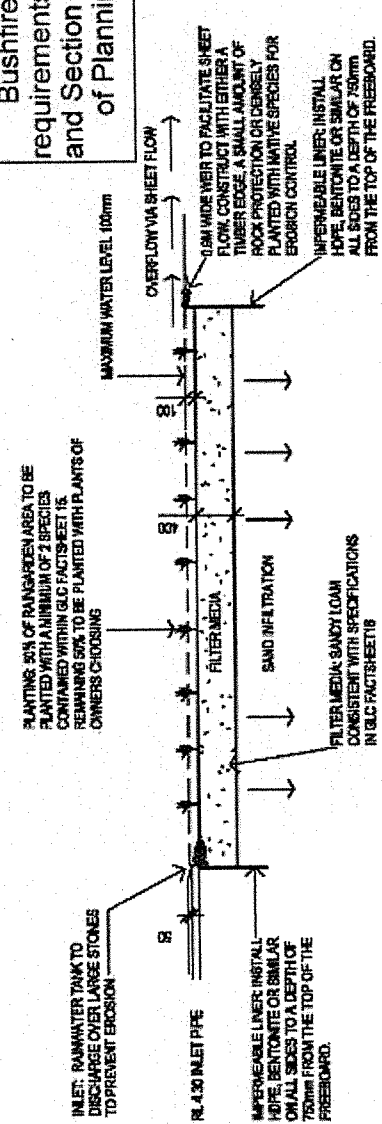
**icare** HBCF



The development is to be constructed in accordance with the Bushfire Attack Level (BAL) 12.5 requirements contained in AS3959-2009 and Section A3.7 Addendum Appendix 3 of Planning for Bushfire Protection

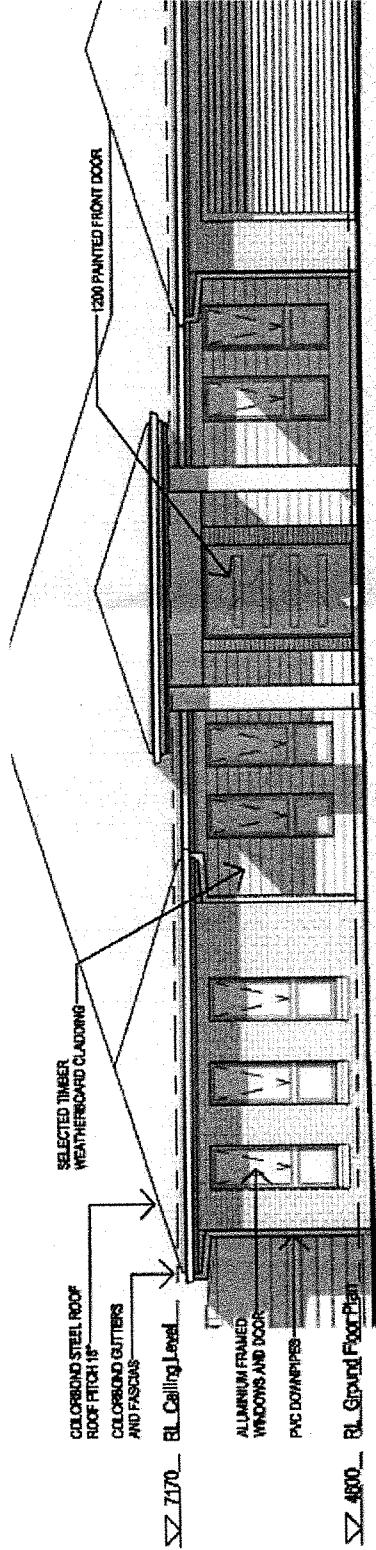
**1-Site Plan**

Site Area		
Name	Area	Percentage Of Area Used
Built Area	297.98 m <sup>2</sup>	
Site	4616.58 m <sup>2</sup>	
Driveway	85.35 m <sup>2</sup>	
Council Crossover	19.61 m <sup>2</sup>	

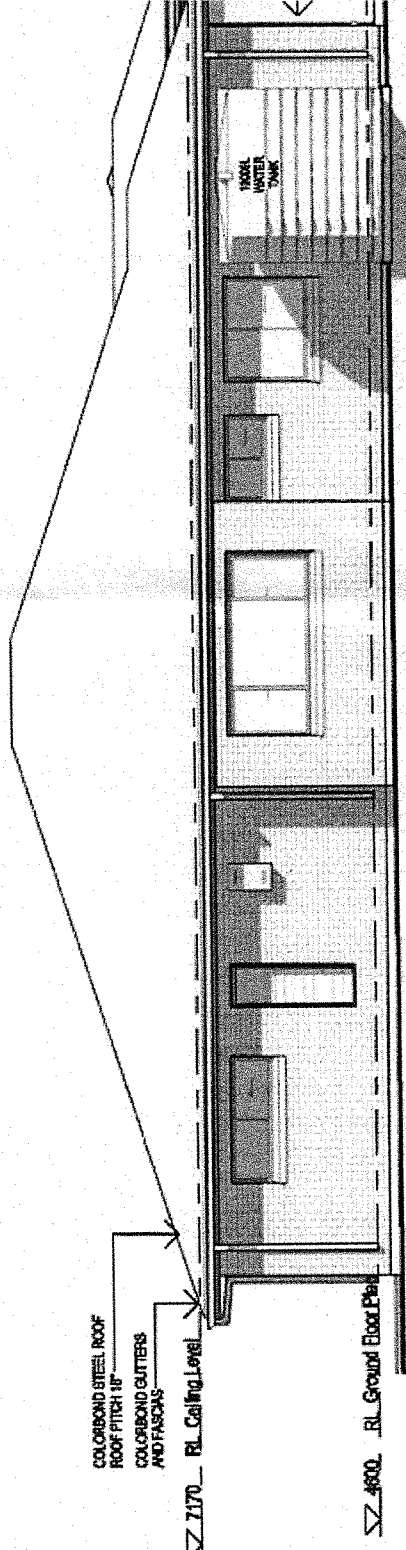


2 INFILTRATING RAINGARDEN  
Scale 1 : 75





**South Western Elevation**  
 Scale 1 : 100



**North Western Elevation**  
 Scale 1 : 100

ALUMINUM FRAMED  
WINDOWS AND DOORS

COLORBOND STEEL ROOF  
ROOF PITCH 18°

COLORBOND GUTTERS  
AND FASCING

RL Ceiling Level

7170

PAINTED PVC  
DOWNPIPES

FACE BRICKWORK

356-650 BRICKWORK PIPES

RL Ground Floor Plan

4600

2570

## North Eastern Elevation

NE

Scale 1 : 100

COLORBOND STEEL ROOF  
ROOF PITCH 18°

COLORBOND GUTTERS  
AND FASCING

RL Ceiling Level

7170

PAINTED PVC  
DOWNPIPES

RL Ground Floor Plan

4600

FACE BRICKS

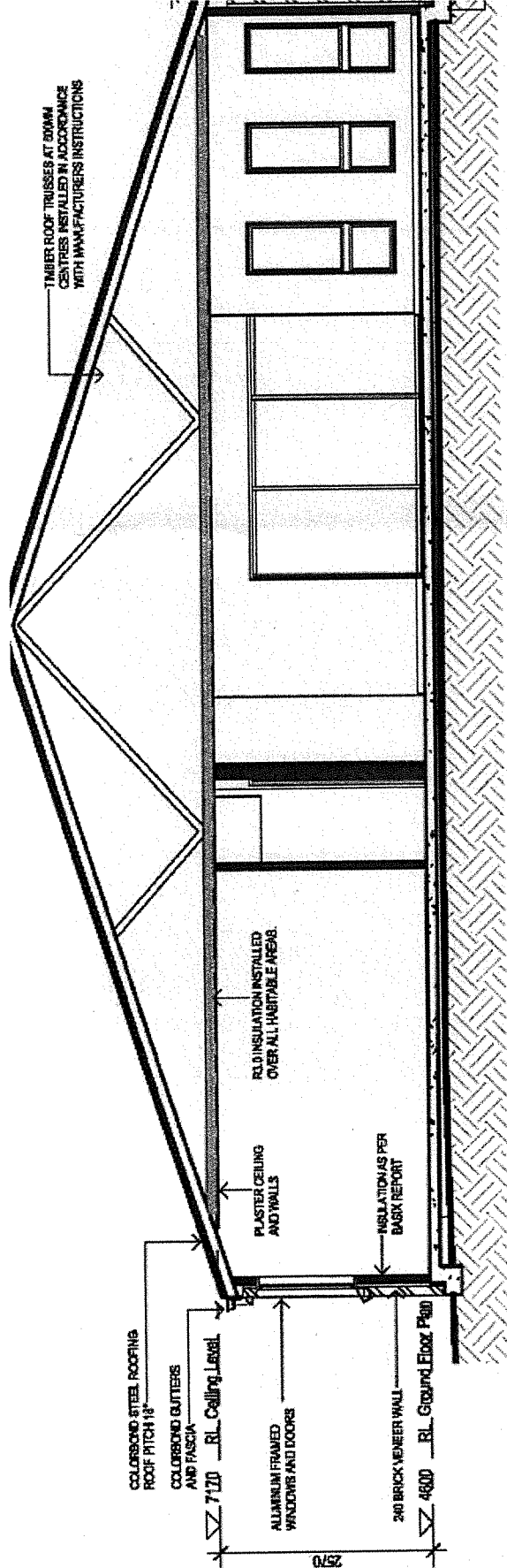
GAS BOTTLES

MINIMUM CLEARANCE TO  
IGNITION SOURCES


## South Eastern Elevation

SE

Scale 1 : 100



# 1 Section Scale 1:75



**MIDCOAST**  
council

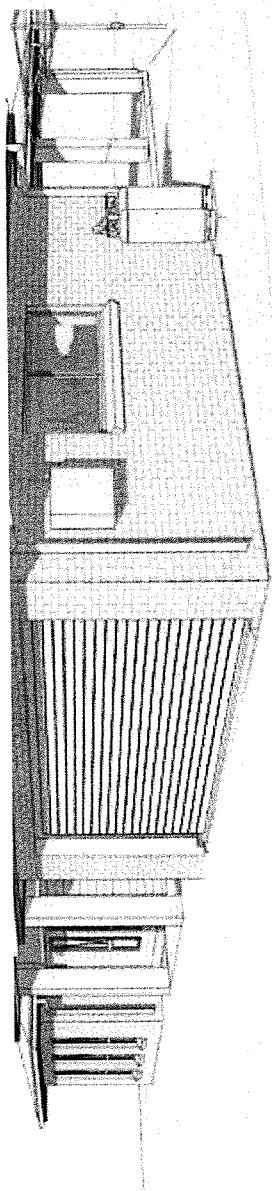
**Development Consent**  
No: DA 341/2019


**Approval Date:**  
14/02/19

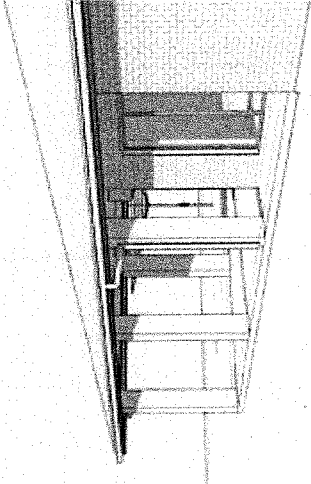
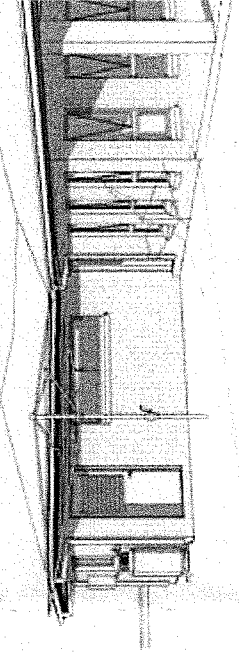
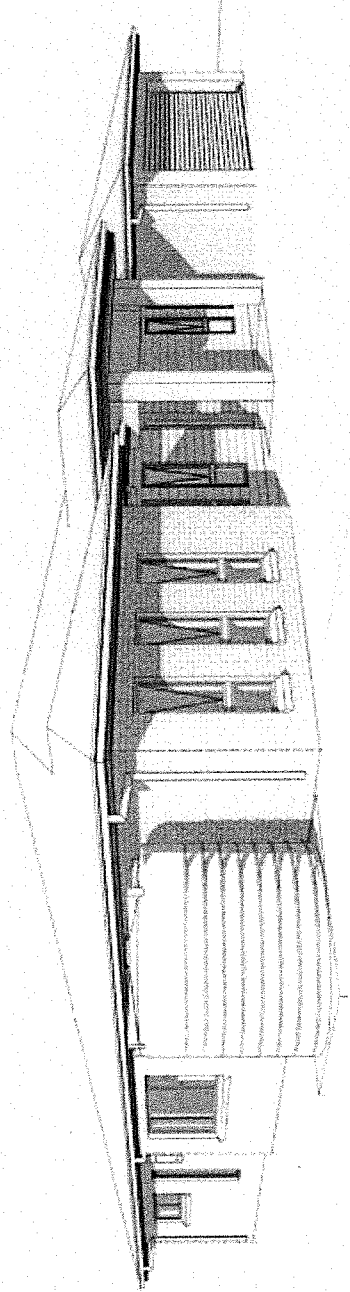
**Officer Name:**  
Aaron Green

ENI	No. o	Site #	Roof	Net C	Net U	Land	Indigi	Show	Toilet	Tap f	Tap f	Wate	Tank	Hot V	Therr	Air Cl	Medi	Vent	Vent	Vent	Cook	Oven	Outd	Al
-----	-------	--------	------	-------	-------	------	--------	------	--------	-------	-------	------	------	-------	-------	--------	------	------	------	------	------	------	------	----





 **MIDCOAST**  
council  
**Development Consent**  
**No: DA 341/2019**  
**Approval Date:**  
**14/02/19**  
**Officer Name:**  
**Aaron Green**





FOLIO: 307/1240775

SEARCH DATE	TIME	EDITION NO	DATE
26/7/2018	4:43 PM	1	8/3/2018

LAND

LOT 307 IN DEPOSITED PLAN 1240775✓  
AT FAILFORD  
LOCAL GOVERNMENT AREA MID-COAST  
PARISH OF TUNCURRY COUNTY OF GLOUCESTER  
TITLE DIAGRAM DP1240775

FIRST SCHEDULE

HOZCOLE PTY LIMITED

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- ✓ 2 AG696247 PROPERTY VEGETATION PLAN FOR EXPIRY: SEE DEALING
- ✓ 3 DP1236728 EASEMENT FOR FIRE TRAIL AND LINK ACCESS 6 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1236728 EASEMENT FOR FIRE TRAIL AND LINK ACCESS 6 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1236728 EASEMENT FOR FIRE TRAIL AND LINK ACCESS 9 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1236728 EASEMENT FOR DRAINAGE OF SEWAGE 3 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1236728 EASEMENT FOR ASSET PROTECTION ZONE 20 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1236728 POSITIVE COVENANT REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
- 9 DP1236728 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT
- ✓ 10 DP1240775 RESTRICTION(S) ON THE USE OF LAND
- ✓ 11 DP1240775 POSITIVE COVENANT

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

131520

PRINTED ON 26/7/2018

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.





PLAN FORM 2

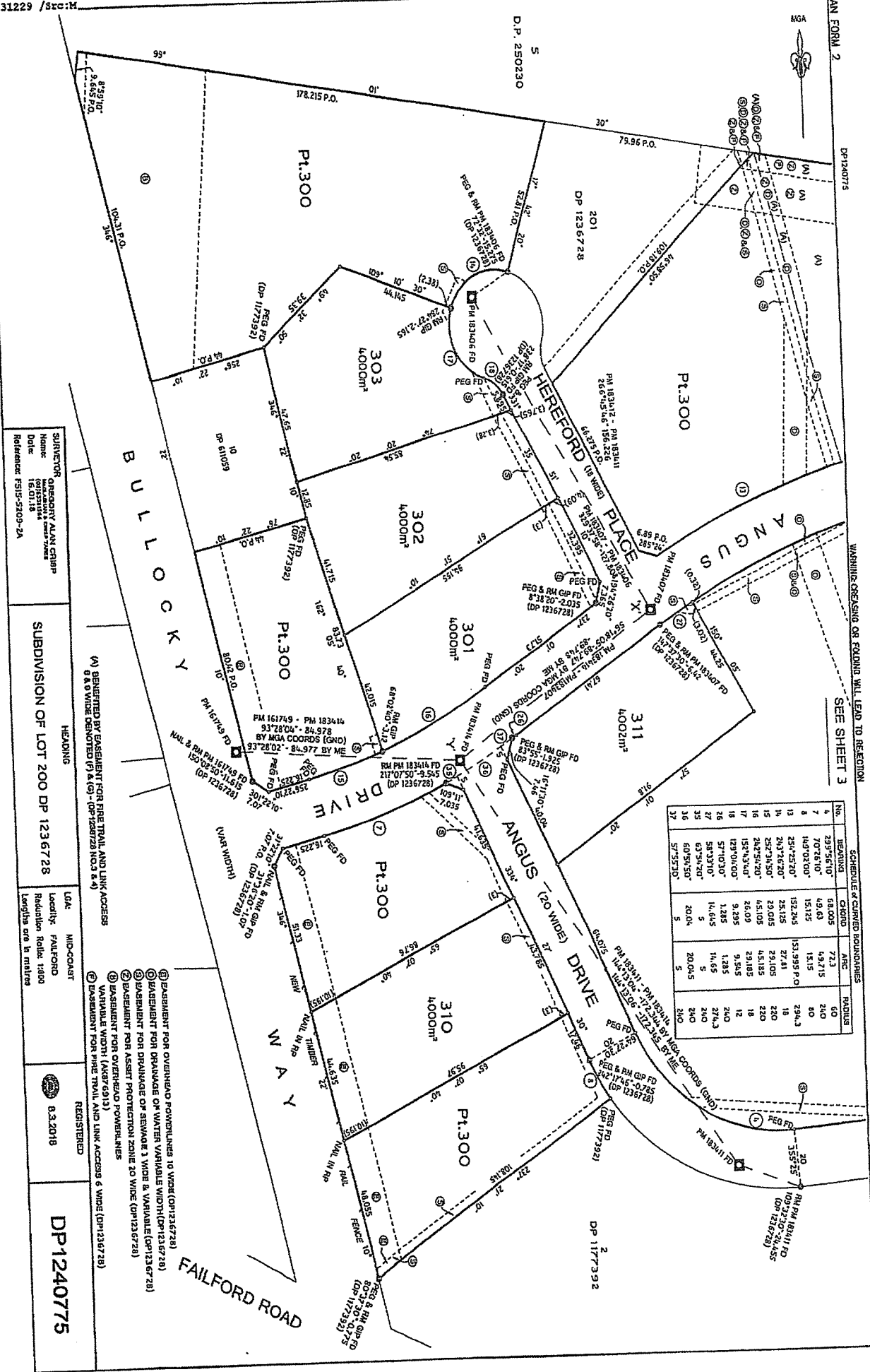
DP1240775

WARNING: OVERSIGHT OR FLOODING WILL LEAD TO REJECTION  
 SEE SHEET 3

Sheet 2 of 4 Sheets

SCHEDULE OF CURVED BOUNDARIES

No.	BEARINGS	CHORD	ARC	RADIUS
1	239°56'10"	18.005	77.3	60
2	70°48'10"	4.913	4.9215	24.0
3	140°02'00"	15.135	15.15	80
4	254°25'20"	152.245	153.995 P.O.	294.3
5	243°26'20"	25.125	27.81	220
6	242°54'20"	23.085	29.105	220
7	152°43'40"	45.105	45.185	220
8	123°04'00"	26.09	29.185	18
9	57°10'30"	9.285	9.545	12
10	58°33'10"	1.285	1.285	24.0
11	60°54'20"	14.645	14.65	274.3
12	60°54'20"	5	20.045	240
13	57°57'30"	20.045	20.045	240



SUBDIVISION OF LOT 200 DP 1236728

HEADING

LOCAL: MID-COAST  
 Locality: FAIRFORD  
 Radiation: Baltic 1980  
 Lengths are in metres

REGISTERED  
 8.3.2018

DP1240775

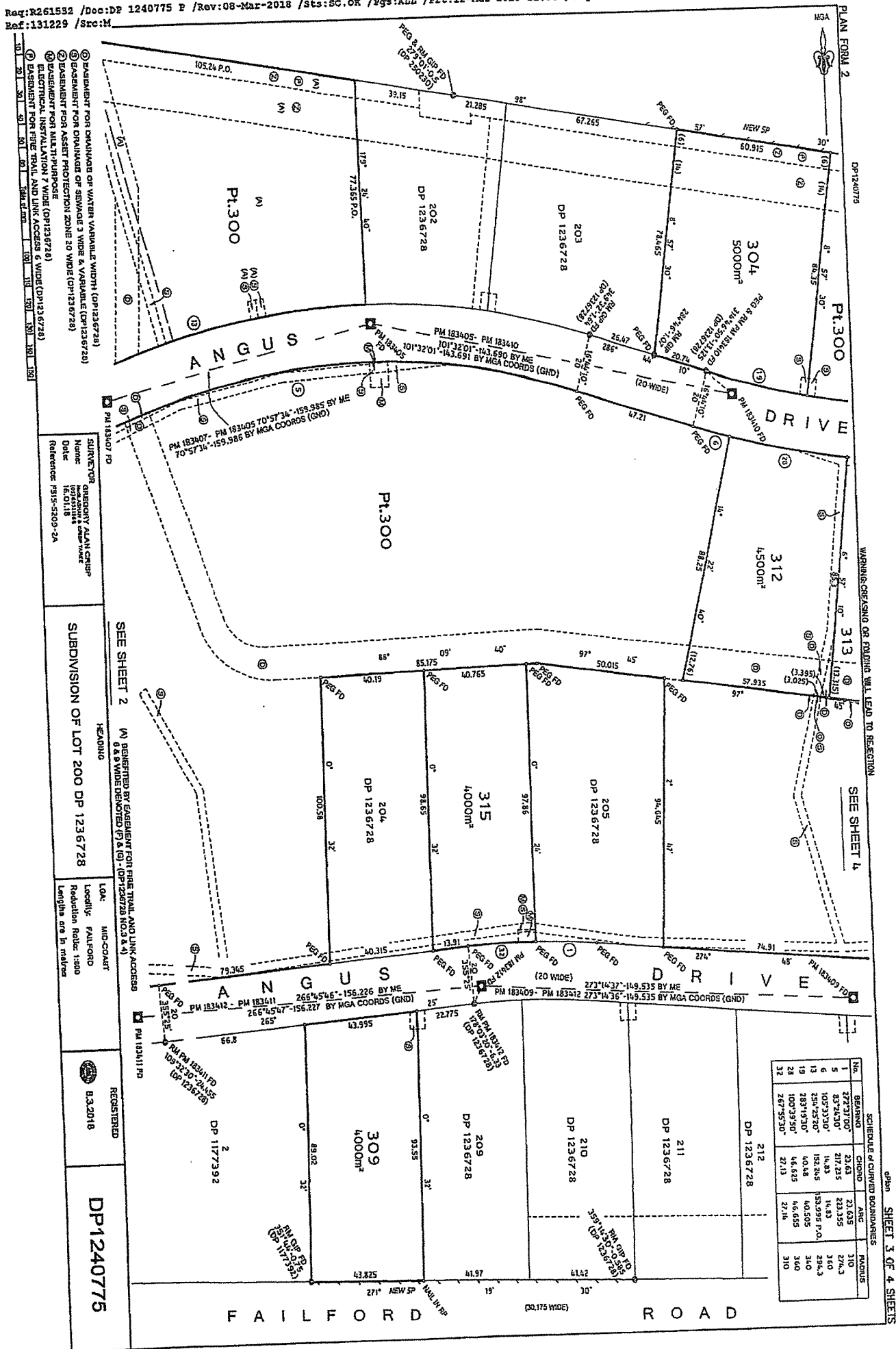
SUBDIVISION OF LOT 200 DP 1236728

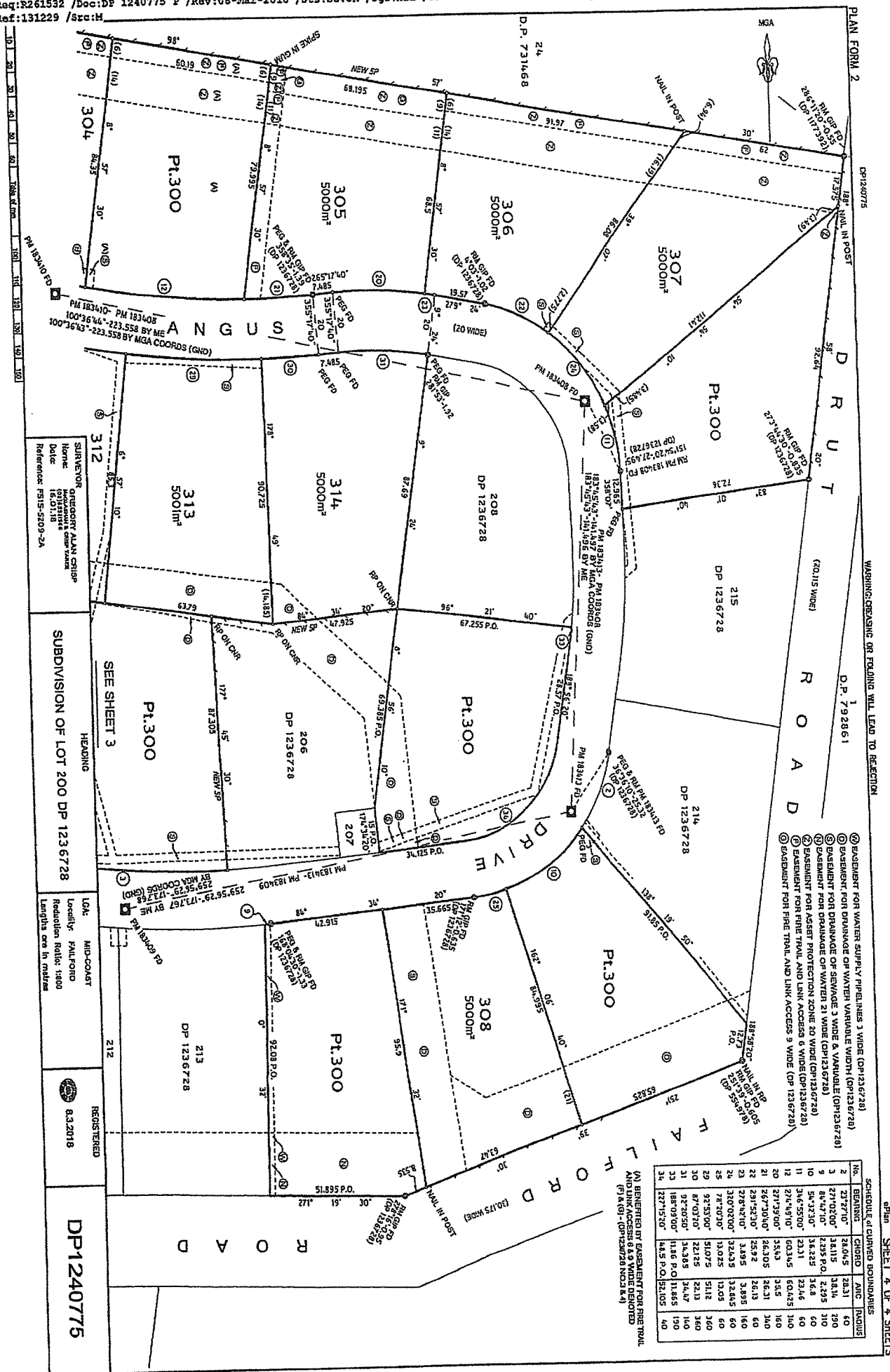
HEADING


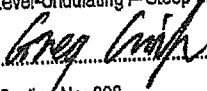
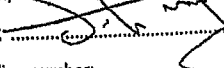
LOCAL: MID-COAST  
 Locality: FAIRFORD  
 Radiation: Baltic 1980  
 Lengths are in metres

REGISTERED  
 8.3.2018

DP1240775





PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Office Use Only Registered:  8.3.2018 Title System: TORRENS		Office Use Only <h1>DP1240775</h1>	
<b>PLAN OF SUBDIVISION OF LOT 200</b> <b>DP1236728</b>		LGA: MID-COAST Locality: FAILFORD Parish: TUNCURRY County: GLOUCESTER	
<b>Survey Certificate</b> I, GREGORY ALAN CRISP of McGLASHAN AND CRISP PTY LTD, PO BOX 139, TAREE a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: * <del>(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on .....</del> * <del>(b) The part of the land shown in the plan (being Part Lot 300 and Lots 301 to 315 inclusive) was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on, 16 January 2018. The part not surveyed was compiled in accordance with that Regulation, or</del> *(c) <del>The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</del> Datum Line: 'X'-Y' Type: *Urban/*Rural The terrain is *Level-Undulating /*Steep Mountainous. Signature:  Dated: 16/1/18 Surveyor Identification No: 882 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.		<b>Crown Lands NSW/Western Lands Office Approval</b> 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. DP1236728 DP1177392 DP250230 DP554978		<b>Subdivision Certificate</b> I, <u>Steve Embry</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>Mid-Coast Council</u> Date of endorsement: <u>23 February 2018</u> Subdivision Certificate number: <u>20/2018</u> File number: <u>DA 40/2011</u> *Strike through if inapplicable.	
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	
Surveyor's Reference: F515-5209-2A			

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:



8.3.2018

Office Use Only

Office Use Only

DP1240775

PLAN OF SUBDIVISION OF LOT 200  
 DP1236728

Subdivision Certificate number: 20/2018

Date of Endorsement: 23 February 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.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:

1. Restriction on the Use of Land
2. Positive Covenant
3. Restriction on the Use of Land

Lot No.	Street number	Street name	Street type	Locality
300	N/A	Angus/Hereford	Place/Drive	Failford
301	N/A	Hereford	Place	Failford
302	N/A	Hereford	Place	Failford
303	N/A	Hereford	Place	Failford
304	N/A	Angus	Drive	Failford
305	N/A	Angus	Drive	Failford
306	N/A	Angus	Drive	Failford
307	N/A	Angus	Drive	Failford
308	N/A	Angus	Drive	Failford
309	N/A	Angus	Drive	Failford
310	N/A	Angus	Drive	Failford
311	N/A	Angus	Drive	Failford
312	N/A	Angus	Drive	Failford
313	N/A	Angus	Drive	Failford
314	N/A	Angus	Drive	Failford
315	N/A	Angus	Drive	Failford

If space is insufficient use additional annexure sheet

Surveyor's Reference: F515-5209-2A

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:



8.3.2018

Office Use Only

Office Use Only

DP1240775

PLAN OF SUBDIVISION OF LOT 200  
DP1236728

Subdivision Certificate number: 20/2018  
Date of Endorsement: 23 February 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 HOZCOLE PTY LIMITED ACN 161 842 066 by:

Director

JOHN R. HOSWELL  
Name JOHN RICHARD HOSWELL

Secretary

S. COLEMAN  
Name STEPHEN FRANCIS COLEMAN

If space is insufficient use additional annexure sheet

Surveyor's Reference: F515-5209-2A

**Instrument setting out Terms of Easements/Profits a Prendre 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.**

(Sheet 1 of 3 sheets)

**Plan: DP1240775**

Plan of Subdivision of  
Lot 200 in DP1236728 covered by  
Subdivision Certificate No 20/2018  
Dated: 23 February 2018

**Full name and address of  
Proprietor of land:**

Hozcole Pty Ltd,  
PO Box 137  
DOUBLE BAY NSW 1360

**Part 1 (Creation)**

Number of Item shown in the Intention Panel on the plan	Identity of easement, profit a Prendre, restriction or positive covenant to be created and referred to in the plan	Burdened Lot (s) or Parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Restriction on the Use of Land	304, 305, 306, 307, 312, 313 & 314	Mid-Coast Council
2	Positive Covenant	304, 305, 306 & 307	Every other Lot
3	Restriction on the Use of Land	308 & 309	Mid-Coast Council





**Instrument setting out Terms of Easements/Profits a Prendre 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.**

(Sheet 2 of 3 sheets)

**Plan: DP1240775**

Plan of Subdivision of  
Lot 200 in DP1236728 covered by  
Subdivision Certificate No 20/2018  
Dated: 23 February 2018

**PART 2**

**1. Terms of Easement, profit a prendre, restriction or positive covenant firstly referred to in the plan.**

- a. No clearing, removal or injury shall be caused to any Protected tree unless written notification is received by the Registered Proprietor of the land by Council's Tree Management Officer approving the pruning or removal of any Protected Tree shown in the Property Vegetation Plan lodged as dealing AG696247 at Land and Property Information.
- b. No building or other structure shall be erected and no landform modification (stockpiling of any material, excavation, trenching, cut or fill) or the re-direction or direction of water shall be undertaken within the primary root zone of the trunk of any protected Tree, except where written notification is received by the Registered Proprietor of the land by Council's Tree Management Officer or where an investigation by a level 5 arborist demonstrates (to Council's satisfaction) that the erection of a building or structure could be undertaken within this zone without obvious risks to the health and stability of the Protected tree and without compromising the safety of life and property. The primary root zone is defined as the ground area that is within a radius from the trunk of each individual tree that is 11-times the trunk diameter (measured at breast height) of that tree.

**2. Terms of Easement, profit a prendre, restriction or positive covenant secondly referred to in the plan.**

The Registered Proprietor shall maintain the area shown as Easement for Fire Trail and Link Access 6 Wide and 9 Wide to comply with Section 4.1.3(3) and Appendix 5 of "Planning for Bushfire Protection 2006" or such other Act, Regulation or Publication amending, replacing or repealing same.

**3. Terms of Easement, profit a prendre, restriction or positive covenant thirdly referred to in the plan.**

No vehicular access to Failford Road is permitted.

The Registered Proprietor shall not maintain the landscaping planting or alter the surface of the roadside mound along the southern boundary unless in accordance with the Council approved Roadside Mound Planting Plan by Boomerang Environment and Landscape dated February 2016 and the Council Approved Construction Plans dated 29.6.2016 and registered as 7R-108 by McGlashan & Crisp Pty Ltd or as permitted by Mid-Coast Council.

**Name of authority empowered to release, vary or modify easement or restriction firstly and thirdly referred to in the plan**

Mid-Coast Council




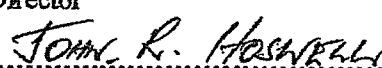
Instrument setting out Terms of Easements/Profits a Prendre intended to be created or released  
and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant  
to Section 88B of the Conveyancing Act, 1919.



(Sheet 3 of 3 sheets)

Plan: **DP1240775**

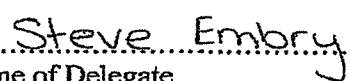
Plan of Subdivision of  
Lot 200 in DP1236728 covered by  
Subdivision Certificate No 20/2018  
Dated: 23 February 2018.

Executed by HOZCOLE PTY LIMITED ACN 161 842 066 by:

  
.....  
Director  
  
.....  
Name JOHN RICHARD HOSWELL

  
.....  
Secretary  
  
.....  
Name STEPHEN FRANCIS COLEMAN


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

  
.....  
Name of Delegate

  
.....  
Signature of Delegate

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

  
.....  
Full Name of Witness

  
.....  
Signature of Witness

cl- Midcoast Council, PO Box 480, Forster NSW 2428  
Address of Witness

VEGETATION  
PLAN

AG696247A

New South Wales  
Section 31  
Native Vegetation Act 2003

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

TORRENS TITLE	11/611059, 2/1156874,		
LOADED BY	Document Collection Box	Hunter-Central Rivers Catchment Management Authority Private Bag 2010 Paterson NSW 2421	CODE
	LW	Reference:	VP
REGISTERED PROPRIETOR	TELPOJ PTY LTD		
APPLICANT	Hunter-Central Rivers Catchment Management Authority		
AGREEMENT	Property Vegetation Plan dated		Abstract annexed hereto and marked
	30/11/2011		ANNEXURE A

The Hunter-Central Rivers Catchment Management Authority or delegate hereby notifies the Registrar General that:

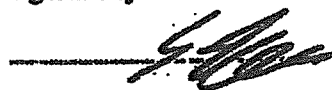
- the Minister administering the Native Vegetation Act 2003 has approved a Property Vegetation Plan affecting the above land,
- the parties to the plan have consented to the registration of the plan, and
- the relevant agreement is referred to above and an abstract of the agreement is annexed hereto,

and requests the Registrar General to record the plan on the relevant folio of the Register.

DATE 30/11/2011

I certify that the authorised officer of the applicant, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:



Name of witness:

ELLEN LYONS

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer of the applicant named below.

Signature of authorised officer:



Name of authorised officer:

FIONA MARSHALL

Position of authorised officer:

GENERAL MANAGER



Annexure A

Notice of existence of a Property Vegetation Plan  
Under the Native Vegetation Act 2003

The Hunter-Central Rivers Catchment Management Authority has granted Property Vegetation Plan NSP 00145 over the following property:

Bullocks Run  
Dunt And Fairford Road

FAIRFORD NSW 2430

Described as

Lot	DP	LGA	Parish	County
11	611059	GREAT LAKES	TUNCURRY	GLOUCESTER
2	1158874	GREAT LAKES	TUNCURRY	GLOUCESTER

The Property Vegetation Plan:

- Authorises the clearing of native vegetation and;
- Provides for the restoration/conservation of native vegetation as an offset for clearing;

The Property Vegetation Plan commences on:

The Property Vegetation Plan ends on: "IN PERPETUITY"

The following persons/organisations are parties consenting to the registration of the Property in accordance with section 31 of the Native Vegetation Act 2003:

Stephen Coleman, Director  
Telpej Pty Ltd  
Signature  
Date 26-11-2011

Ethel Alice Coleman, Director/Secretary  
Telpej Pty Ltd  
Signature A. Coleman  
Date 26/11-2011

Fiona Marshall  
General Manager of the Hunter-Central Rivers Catchment Management Authority  
Delegate of the Minister for Climate Change and the Environment  
Signature Fiona Marshall  
Date 30/11/2011

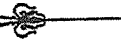
Notice of the Property Vegetation Plan registration has been sent to registered mortgagees. N/A

For any enquiries please contact Hunter-Central Rivers Catchment Management Authority Telcel Office on 49301030.

2

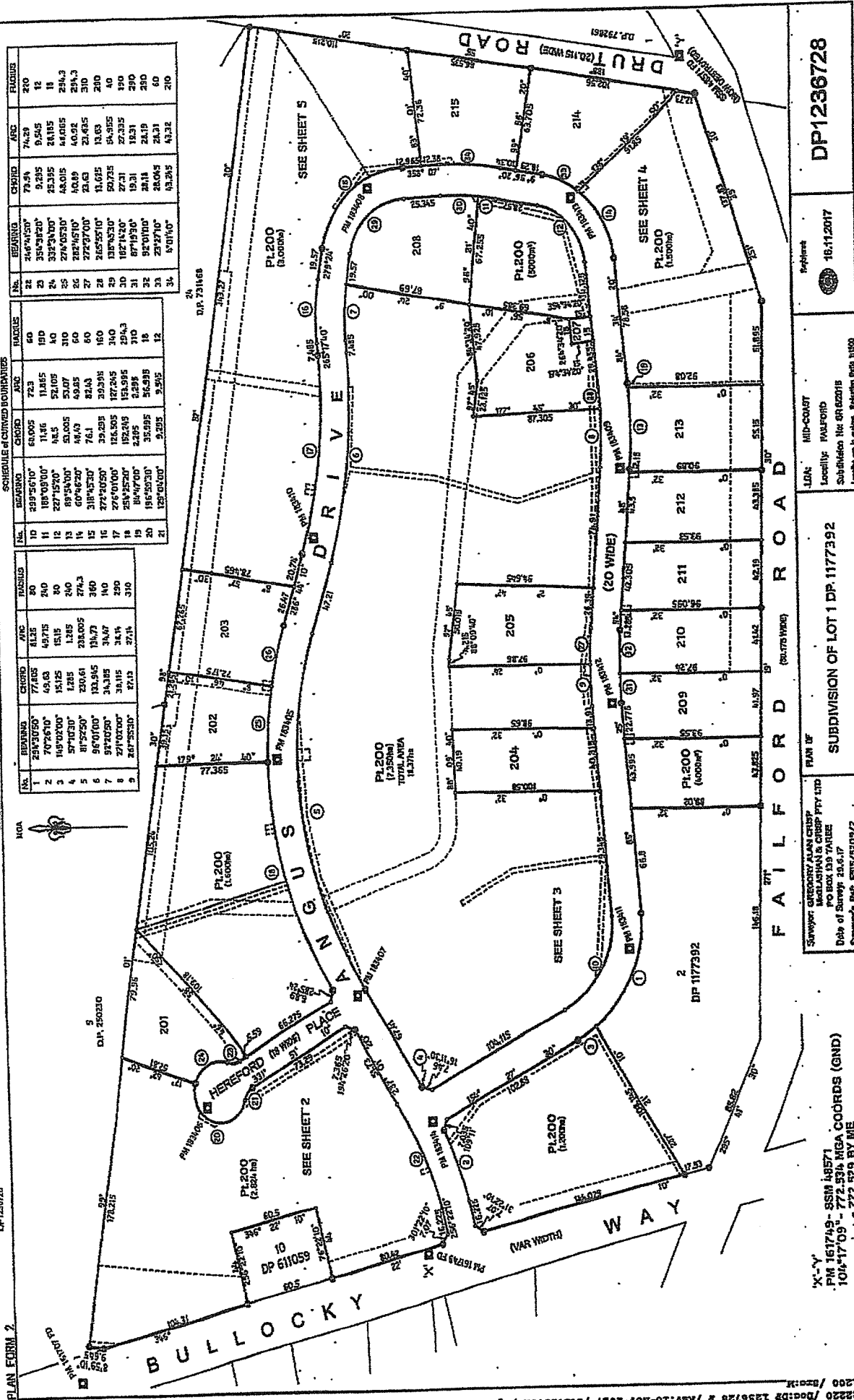
**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

**WDA**



SCHEDULE A CUTOFF BOUNDARIES									
No.	Bearing	CHORD	ARC	RADIUS	No.	Bearing	CHORD	ARC	RADIUS
1	25°30'50"	77.605	81.18	80	107°53'00"	68.005	72.3	60	110°53'00"
2	70°56'10"	49.6	43.715	240	11	123°12'50"	11.6	11.85	150
3	149°02'00"	15.125	15.15	30	12	127°12'50"	14.5	52.105	180
4	57°10'30"	1.285	1.325	274.3	13	89°04'00"	34.03	57.07	310
5	87°52'50"	230.61	238.005	274.3	14	60°46'20"	34.43	62.95	60
6	96°01'00"	13.345	13.673	360	15	318°45'30"	76.1	82.43	60
7	87°42'50"	34.325	34.67	230	16	37°23'50"	39.293	23.958	160
8	23°04'00"	3.815	3.414	230	17	247°01'00"	126.505	127.305	340
9	84°25'30"	82.13	27.1	310	18	254°35'20"	152.245	153.595	294.3
					19	88°47'00"	2.295	2.295	110
					20	191°53'30"	35.995	56.295	16
					21	123°04'00"	9.295	9.295	12

30°  
 202.1  
 21.38°



'X'-Y'  
PM 161749- SSM 48571  
104-1709 - 772.534 MGA COORDS (GND)  
... - 772.529 BY ME

Surveyor: GREGORY ALAN CRISP  
MACLASHAN & CRISP PTY LTD  
PO BOX 139 TAREE  
Date of Survey: 22.6.17  
Surveyor's Ref: F315/5209/2  
2017/0100 (1375) ADDITIONAL SHEETS

SUBDIVISION OF LOT 1 DP.1177392

LEVO-COAST MID-COAST  
:VOT: MILLICENT  
CHROSTOVA  
Lentini are in making. Redhead  
DUNES NON COMPANIES  
DUNES NON COMPANIES

18.11.2017

DP1236728



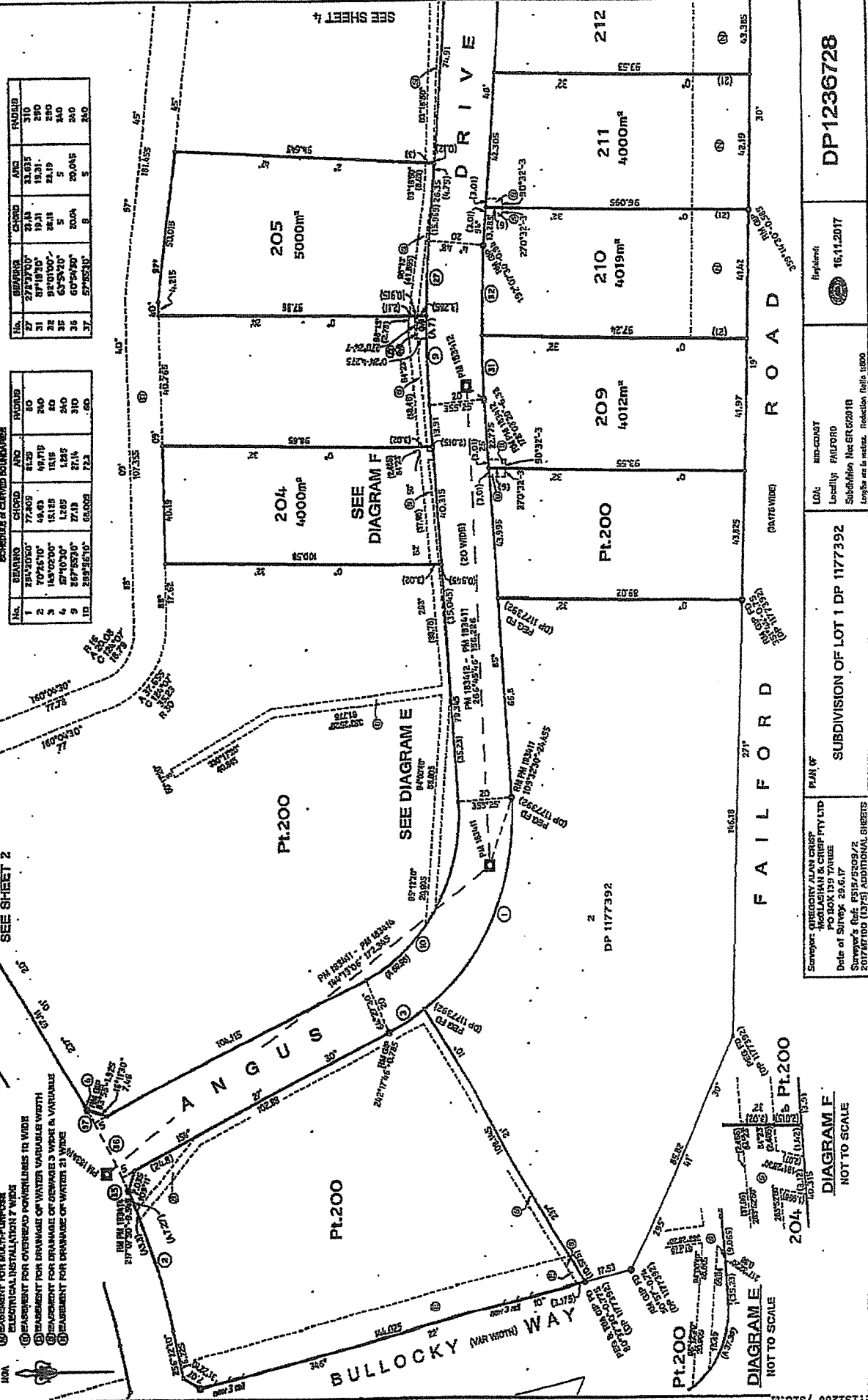


DIAGRAM F  
NOT TO SCALE

DIAGRAM F  
NOT TO SCALE

<p>DP1236728</p> <p>Subdivision of Lot 1 DP 1177392</p> <p>LOCALITY: FAIRFORD</p> <p>Scale: 1:1000</p>		<p>DP1236728</p>
<p>Surveyor: GREGORY ALAN CRISP</p> <p>Local: FAIRFORD</p> <p>Date of Survey: 29.6.17</p> <p>Surveyor's Ref: 1959/2509/2</p> <p>2017/0100 (13/5) ADDITIONAL SHEETS</p>		<p>16.11.2017</p>

PI AN FORM 2

MEGA

[illegible]

**DIAGRAM G**  
**NOT TO SCALE**

**NOT TO SCALE**

SEE SHEET 3

FAIRFORD

① BASEMENT FOR UNDERGROUND POWERLINES 2' WIDE  
② BASEMENT FOR WATER SUPPLY PIPELINES 3' WIDE  
③ BASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH  
④ BASEMENT FOR DRAINAGE OF WATER 3' WIDE & VARS  
⑤ BASEMENT FOR DRAINAGE OF WATER 21' WIDE  
⑥ BASEMENT FOR DRAINAGE OF WATER 21' WIDE

SUBDIVISION OF LOT 1 DP 1177392

LOC:	MID-COAST
Locality:	FALLFORD
Substation	Not set up

Registernummer: 18.11.2017

DP1236728

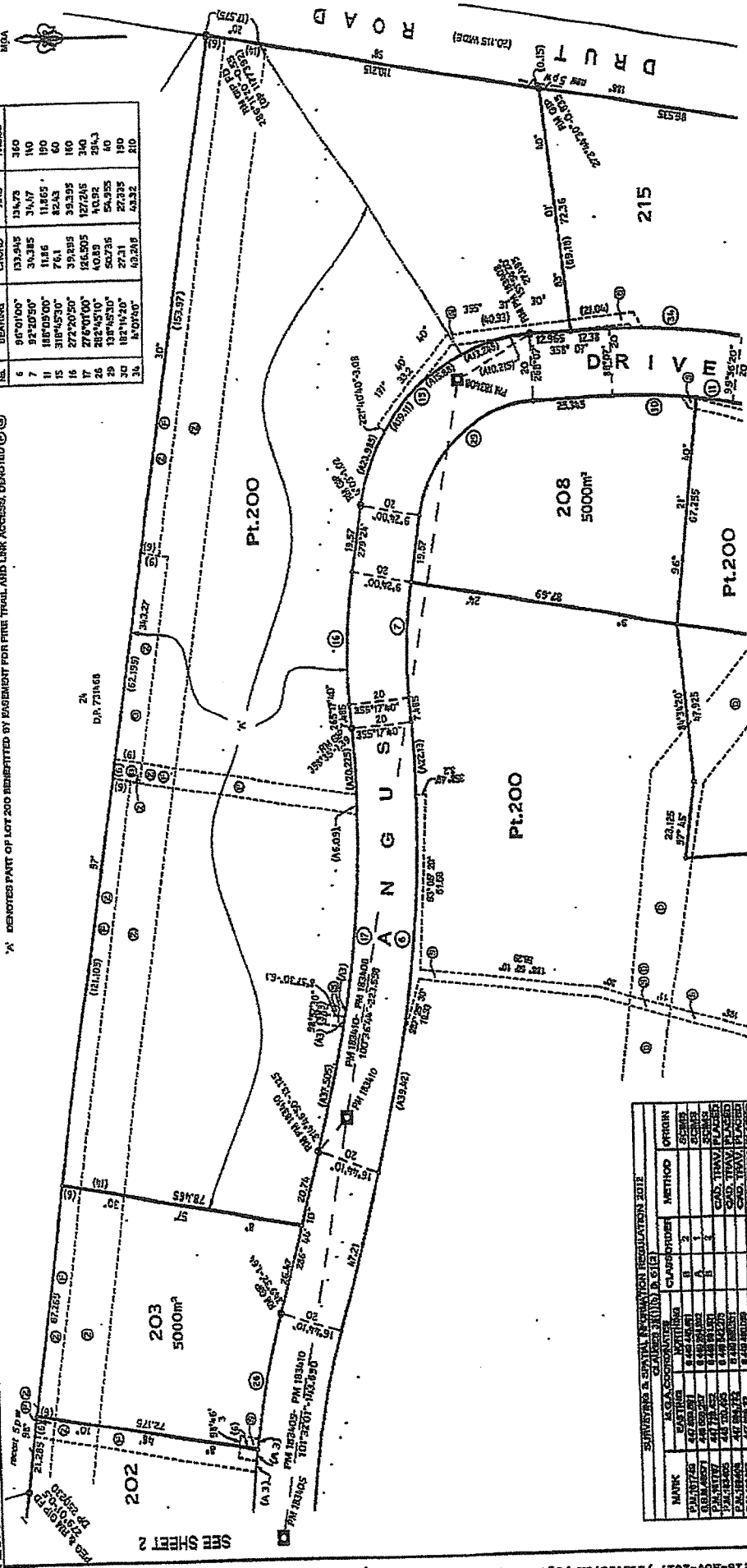
Ref: R72220 / 11  
Ref: 131200 / 84



WARNING-CREASING OR FOLDING WILL LEAD TO REJECTION

'A' DENOTES PART OF LOT 200 BENEFITTED BY EASEMENT FOR FIRE TRAIL AND LINK ACCESS, DENOTED ON

SCHEDULE OF CURVED DIMENSIONS				RADIUS	
NO.	DEPARTING	CURVED	ARC		
6	90°/100"	13.945	13.975	360	
7	92°/250"	36.385	36.67	190	
7	187°/950"	11.86	11.865	190	
15	319°/530"	7.61	42.43	60	
16	272°/250"	39.295	39.395	160	
16	27°/300"	124.505	127.245	360	
25	283°/510"	40.83	43.92	34.3	
29	319°/550"	50.735	54.355	40	
30	182°/740"	47.21	27.335	190	
36	8°/700"	43.248	44.32	210	



MARK	E.G.A. COORDINATE		CLASS	ORDER	METHOD	ORIGIN
	EASTING	NORTHING				
P.M. 171475	447 000 000	8 445 446 001	0	1		SCANNED
P.M. 171476	447 000 000	8 445 446 001	0	1		SCANNED
P.M. 171477	447 000 000	8 445 446 001	0	1		SCANNED
P.M. 171478	447 000 000	8 445 446 001	0	1		SCANNED
P.M. 171479	447 000 000	8 445 446 001	0	1		SCANNED
P.M. 171480	447 000 000	8 445 446 001	0	1		SCANNED
P.M. 171481	447 000 000	8 445 446 001	0	1		SCANNED
P.M. 171482	447 000 000	8 445 446 001	0	1		SCANNED
P.M. 171483	447 000 000	8 445 446 001	0	1		SCANNED
P.M. 171484	447 000 000	8 445 446 001	0	1		SCANNED
P.M. 171485	447 000 000	8 445 446 001	0	1		SCANNED
P.M. 171486	447 000 000	8 445 446 001	0	1		SCANNED
P.M. 171487	447 000 000	8 445 446 001	0	1		SCANNED
P.M. 171488	447 000 000	8 445 446 001	0	1		SCANNED
P.M. 171489	447 000 000	8 445 446 001	0	1		SCANNED
P.M. 171490	447 000 000	8 445 446 001	0	1		SCANNED
P.M. 171491	447 000 000	8 445 446 001	0	1		SCANNED
P.M. 171492	447 000 000	8 445 446 001	0	1		SCANNED
P.M. 171493	447 000 000	8 445 446 001	0	1		SCANNED
P.M. 171494	447 000 000	8 445 446 001	0	1		SCANNED
P.M. 171495	447 000 000	8 445 446 001	0	1		SCANNED
P.M. 171496	447 000 000	8 445 446 001	0	1		SCANNED
P.M. 171497	447 000 000	8 445 446 001	0	1		SCANNED
P.M. 171498	447 000 000	8 445 446 001	0	1		SCANNED
P.M. 171499	447 000 000	8 445 446 001	0	1		SCANNED
P.M. 171500	447 000 000	8 445 446 001	0	1		SCANNED

SEE SHEET 4

- ① EASEMENT FOR FIRE TRAIL AND LINK ACCESS 6 WIDE
- ③ EASEMENT FOR FIRE TRAIL AND LINK ACCESS 9 WIDE
- ② EASEMENT FOR ASBEST PROTECTION ZONE 20 WIDE
- ⑤ EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
- ④ EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE

SUBDIVISION OF LOT 1 DP 1177392

LOA: WED-CONST  
Locality: FAIRFORD  
Substation No: GR 82015  
Locality are in center. Substation

DP1236728

• Republika


PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Registered:  16.11.2017  
 Title System: TORRENS  
 Purpose: SUBDIVISION

Office Use Only

Office Use Only

DP1236728

PLAN OF SUBDIVISION OF LOT 1 DP1177392

LGA: MID-COAST

Locality: FAILFORD

Parish: TUNCURRY

County: GLOUCESTER

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Survey Certificate

I, GREGORY ALAN CRISP .....  
 of McGLASHAN & CRISP PTY LTD PO BOX139 TAREE.....

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

\*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 29/6/2017

\*(b) The part of the land shown in the plan (being lots.....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on; ..... the part not surveyed was compiled in accordance with that Regulation.

\*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2012*.

Signature: *Gregory Crisp* Dated: 29/6/17

Surveyor ID: 882.....

Datum Line: 'X'-Y' .....

Type: Urban

The terrain is Level

\*Strike through if inapplicable.

\*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Subdivision Certificate

I, *JOHN DOUGHERTY* .....  
 \*Authorised Person/General Manager/Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: *John Dougherty*

Accreditation number: .....

Consent Authority: *MID-COAST COUNCIL*

Date of endorsement: *6-10-17*

Subdivision Certificate number: *SR 5/2018*

File number: *DA 40/2011*

\*Strike through if inapplicable.

Statements of intention to dedicate public roads, public reserves and drainage reserves.

IT IS INTENDED TO DEDICATE HEREFORD PLACE AND ANGUS DRIVE TO THE PUBLIC AS PUBLIC ROAD

*MID-COAST COUNCIL ACCEPTS THE DEDICATION OF THE PUBLIC ROADS*

*John Dougherty*  
 Manager Property &  
 Commercial Services  
 MidCoast Council

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

Plans used in the preparation of survey/compilation.

DP11773692

If space is insufficient continue on PLAN FORM 6A

Surveyor's Reference: F515/5209/2

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:  16.11.2017

Office Use Only

Office Use Only

DP1236728

PLAN OF SUBDIVISION OF LOT 1 DP1177392

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

- A schedule of lots and addresses - See 60(c) SS/ Regulation 2012
- 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: SR5/2016

Date of Endorsement: 6-10-17

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:

1. EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 7 WIDE
2. EASEMENT FOR OVERHEAD POWERLINES 10 WIDE
3. EASEMENT FOR FIRE TRAIL AND LINK ACCESS 6 WIDE
4. EASEMENT FOR FIRE TRAIL AND LINK ACCESS 9 WIDE
5. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
6. EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE
7. EASEMENT FOR ASSET PROTECTION ZONE 20 WIDE
8. EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE
9. EASEMENT FOR WATER SUPPLY PIPELINE 3 WIDE
10. RESTRICTION ON THE USE OF LAND
11. POSITIVE COVENANT
12. RESTRICTION ON THE USE OF LAND
13. POSITIVE COVENANT
14. RESTRICTION ON THE USE OF LAND
15. EASEMENT FOR DRAINAGE OF WATER 21 WIDE

If space is insufficient use additional annexure sheet

Surveyor's Reference: F515/5209/2

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:  16.11.2017

Office Use Only

Office Use Only

DP1236728

PLAN OF SUBDIVISION OF LOT 1 DP1177392

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- 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: SR5/2018

Date of Endorsement: 6-10-17

Lot No.	Street number	Street name	Street type	Locality
200	N/A	Angus	Drive	Failford
201	N/A	Hereford	Place	Failford
202	N/A	Angus	Drive	Failford
203	N/A	Angus	Drive	Failford
204	N/A	Angus	Drive	Failford
205	N/A	Angus	Drive	Failford
206	N/A	Angus	Drive	Failford
207	N/A	Not Applicable	Sewer Pump Station	Failford
208	N/A	Angus	Drive	Failford
209	N/A	Angus	Drive	Failford
210	N/A	Angus	Drive	Failford
211	N/A	Angus	Drive	Failford
212	N/A	Angus	Drive	Failford
213	N/A	Angus	Drive	Failford
214	N/A	Angus	Drive	Failford
215	N/A	Angus	Drive	Failford

If space is insufficient use additional annexure sheet

Surveyor's Reference: F515/5209/2

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:



16.11.2017

Office Use Only

Office Use Only

DP1236728

PLAN OF SUBDIVISION OF LOT 1 DP1177392

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- 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: SR 5-2018

Date of Endorsement: 6/10/17

Executed by Hozcoole Pty Limited ACN 161 842 066  
by its duly authorised Attorney, John Richard Hoswell  
Pursuant to Power of Attorney Registered Book 4730 No. 114.

Signature of Attorney: [Signature]

Name of Attorney: John Richard Hoswell

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

Signature of Witness: [Signature]

Name of Witness: GREGORY ALAN CRISP

Address of Witness: 44 BAYVIEW CRES  
TAREE NSW 2430

If space is insufficient use additional annexure sheet

Surveyor's Reference: F515/5209/2

Instrument setting out Terms of Easements/Profits a Prendre 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.

(Sheet 1 of 12 sheets)

Plan: **DP1236728**

Plan of Subdivision of  
Lot 1 in DP1177392 covered by  
Subdivision Certificate No **SR512018**  
Dated: **6-10-17**

Full name and address of  
Proprietor of land:

Hozcole Pty Ltd,  
PO Box 137  
DOUBLE BAY NSW 1360

**Part 1 (Creation)**

Number of Item shown in the Intention Panel on the plan	Identity of easement, profit a Prendre, restriction or positive covenant to be created and referred to in the plan	Burdened Lot (s) or Parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Multi-Purpose Electrical Installation 7 wide	200	Essential Energy
2	Easement for Overhead Powerlines 10 Wide	200	Essential Energy
3	Easement for Fire Trail and Link Access 6 wide	200 201 202 203	201,202 & 203 Pt 'A' of Lot 200, 202 & 203 Pt 'A' of Lot 200, 201 & 203 Pt 'A' of Lot 200, 201 & 202
4	Easement for Fire Trail and Link Access 9 wide	200 202	201,202 & 203 Part 'A' of Lot 200, 201 & 203
5	Easement for Drainage of Water Variable Width	200, 201, 206 & 214	Mid-Coast Council
6	Easement for Drainage of Sewage 3 wide & variable	200, 201, 202, 203, 204, 205, 206, 208, 209, 210, 211, 212, 213, 214 & 215	Mid-Coast Council
7	Easement for Asset Protection Zone 20 wide	200, 201, 202 & 203	Mid-Coast Council

*GNL*

Instrument setting out Terms of Easements/Profits a Prendre 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.

(Sheet 2 of 12 sheets)

Plan: **DP1236728**

Plan of Subdivision of  
Lot 1 in DP1177392 covered by  
Subdivision Certificate No **SR 5** | 2018  
Dated: **6-10-17**

Number of Item shown in the Intention Panel on the plan	Identity of easement, profit a Prendre, restriction or positive covenant to be created and referred to in the plan	Burdened Lot (s) or Parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
8	Easement for Underground Powerlines 2 wide	214	Essential Energy
9	Easement for Water Supply Pipeline 3 Wide	200	Mid-Coast Council
10	Restriction on the Use of Land	203, 205, 206, 208, 212, 213, 214 & 215	Mid-Coast Council
11	Positive Covenant	201, 202 & 203	Every other Lot
12	Restriction on the Use of Land	209, 210, 211, 212 & 213	Mid-Coast Council
13	Positive Covenant	200, 201, 202, 203, 204, 205, 206, 208, 209, 210, 211, 212, 213, 214 & 215	Mid-Coast Council
14	Restriction on the Use of Land	200, 201, 202, 203, 204, 205, 206, 208, 209, 210, 211, 212, 213, 214 & 215	Every other lot
15	Easement for Drainage of Water 21 Wide	200 213 212 211 210	209, 210, 211, 212 & 213 209, 210, 211 & 212 209, 210 & 211 210 & 209 209

GML

Instrument setting out Terms of Easements/Profits a Prendre 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.

(Sheet 3 of 12 sheets)

Plan: **DP1236728**

Plan of Subdivision of  
Lot 1 in DP1177392 covered by  
Subdivision Certificate No **SR5/2018**  
Dated: **6-10-17**

## PART 2

1. Terms of Easement, profit a prendre, restriction or positive covenant firstly referred to in the plan

Easement for Multi-Purpose Electrical Installation the terms of which are set out in Part C of Memorandum AG189384 as registered at Land and Property Information.

2. Terms of Easement, profit a prendre, restriction or positive covenant secondly referred to in the plan.

Easement for Overhead Powerlines 10 wide the terms of which are set out in Part A of Memorandum AG189384 as registered at Land and Property Information.

3. Terms of Easement, profit a prendre, restriction or positive covenant thirdly & fourthly referred to in the plan.

Easement for Fire Trail & Link Access 6 Wide & 9 Wide the terms of which are set-out in Chapter 4.1.3(3) Access – Fire Trails and Chapter 4.2.7 in Planning for Bushfire Protection 2006.

4. Terms of Easement, profit a prendre, restriction or positive covenant fifthly referred to in the plan.

Easement for Drainage of Water Variable Width the terms of which are set out in Part 7 of Schedule 4a of the Conveyancing Act 1919, and further that the Registered Proprietor agrees it will not:

- Place or permit to be placed any services or structures within the easement site, or
- alter the surface of the easement site, or
- do or permit to be done anything that restricts access to the easement site by the Council, or
- plant or allow to grow vegetation that would impede the passage of stormwater flows within the easement site, or
- construct any fence with an opening of less than 100mm that would impede the flow of stormwater within the easement site

without the written permission of the Council and in accordance with such conditions as the Council may reasonably impose.

5. Terms of Easement, profit a prendre, restriction or positive covenant sixthly referred to in the plan.

1. The Council may:

a. drain:

- gases or,
- sewage, sullage, other fluid wastes and all waste material and fluid,
- any form of recycled sewage or waste,
- in any quantities,
- whether intended for treatment, re-use or distribution,
- through, under, or over the easement site and

*CM*



Instrument setting out Terms of Easements/Profits a Prendre 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.

(Sheet 4 of 12 sheets)

Plan: **DP1236728**

Plan of Subdivision of  
Lot 1 in DP1177392 covered by  
Subdivision Certificate No **SR512018**  
Dated: **6-10-17**

- b. do anything reasonably necessary for that purpose, including:
- entering the lot burdened using the most practical route (with or without vehicles, plant, equipment and materials) at all reasonable times (and at any time in the event of an emergency), and
  - installing its own gates, locks, roads, tracks, bridges and other means of access on to the lot burdened, and
  - taking anything on to the lot burdened, and
  - opening the soil of the easement site to such extent as may be necessary, and
  - using any existing line of pipes, and
  - carrying out works, such as constructing, placing, repairing or maintaining pipes and/or equipment, and
  - trimming or removing any vegetation from the lot burdened that could destroy, damage or interfere with any installation or equipment of the Council, or could prevent reasonable access to the easement site, and
  - removing any unauthorised encroachments from the easement site and recovering the costs of carrying out the removal work and repairing any damage to the equipment by the unauthorised encroachment, and
  - remaining on the easement site for any reasonable time.
2. In exercising these powers, the Council must:
- a. ensure all work is done properly, and
  - b. cause as little inconvenience as practicable to the owner and any occupier of the lot burdened, and
  - c. cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - d. restore the easement site as nearly as practicable to its former condition, and
  - e. make good any collateral damage.
3. The landowner agrees that it will not:
- place or permit to be placed any services or structures within the easement site, or
  - alter the surface of the easement site, or
  - do or permit to be done anything that restricts access to the easement site by the Council, or
  - plant or allow to grow vegetation other than low or horizontal growing grasses within the easement site
- without the written permission of the Council and in accordance with such conditions as the Council may reasonably impose.
4. The following definitions apply:
- 4.1 "the Council" means Mid-Coast Council its successors and assigns (which may exercise its rights by any persons authorised by it).
- GAL*

Instrument setting out Terms of Easements/Profits a Prendre 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.

(Sheet 5 of 12 sheets)

Plan: **DP1236728**

Plan of Subdivision of  
Lot 1 in DP1177392 covered by  
Subdivision Certificate No **S25/2018**  
Dated: **6-10-17**

- 4.2 "Drain" includes draining or pumping and whether by a gravity main or in a rising main or in a vacuum rising main and whether under positive or negative pressure or neither.
- 4.3 "Easement site" means the part of the lot burdened as the site of an easement for drainage of sewage.
- 4.4 "Equipment" means all equipment installed or used by Mid-Coast Council in installing, repairing, replacing, maintaining or constructing its pipes or everyday means of utilising the easement.
- 4.5 "Fluid" means and includes fluid of any description or kind
- 4.6 "Gases" means and includes gases of any description or kind.
- 4.7 "Installing" includes constructing, repairing, replacing, maintaining, modifying, using and removing.
- 4.8 "Landowner" means the Registered Proprietor of the lot burdened and its successors and assigns (including those claiming under or through the Registered Proprietor).
- 4.9 "Lot burdened" means the land which has the burden of rights created by any document which refers to this memorandum.

This easement is intended to be an easement in gross under Section 88A of the Conveyancing Act 1919 and this easement may be released varied or modified by the Council.

**6. Terms of Easement, profit a prendre, restriction or positive covenant seventhly referred to in the plan.**

No landscaping, construction, work or development (as defined in the Environmental Planning and Assessment Act 1979 (NSW)) is to be placed within the area noted Easement for Asset Protection Zone 20 wide unless the landscaping, construction, works or development takes the form of and is maintained in the form of an "Asset Protection Zone" as defined in section 4.1.3 and Appendix 5 of the publication "Planning for Bushfire Protection 2006" and as recommended in the publication "Standards for Asset Protection Zones" issued by The Rural Fire Service.

**7. Terms of Easement, profit a prendre, restriction or positive covenant eighthly referred to in the plan.**

Easement for Underground Powerlines 2 Wide the terms of which are set out in Part B of Memorandum AG189384 as registered at Land and Property Information.

**8. Terms of Easement, profit a prendre, restriction or positive covenant ninthly referred to in the plan.**

**1. The Council may:**

- a. Drain water in any quantities through, under, or over the easement site and:
- b. Do anything reasonably necessary for that purpose, including:
  - entering the lot burdened using the most practical route (with or without vehicles, plant, equipment and materials) at all reasonable times (and at any time in the event of an emergency), and
  - installing its own gates, locks, roads, tracks, bridges and other means of access on to the lot burdened, and
  - taking anything on to the lot burdened, and

*GAC*

Instrument setting out Terms of Easements/Profits a Prendre 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.

(Sheet 6 of 12 sheets)

Plan: **DP1236728**

Plan of Subdivision of  
Lot 1 in DP1177392 covered by  
Subdivision Certificate No **SR5/2018**  
Dated: **6-10-17**

- opening the soil of the easement site to such extent as may be necessary, and
- using any existing line of pipes, and
- carrying out works, such as constructing, placing, repairing or maintaining pipes and/or equipment, and
- trimming or removing any vegetation from the lot burdened that could destroy, damage or interfere with any installation or equipment of the Council, or could prevent reasonable access to the easement site, and
- removing any unauthorised encroachments from the easement site and recovering the costs of carrying out the removal work and repairing any damage to the equipment by the unauthorised encroachment, and
- remaining on the easement site for any reasonable time.

2. In exercising these powers, the Council must:

- a. Ensure all work is done properly, and
- b. Cause as little inconvenience as practicable to the owner and any occupier of the lot burdened, and
- c. Cause as little damage as is practicable to the lot burdened and any improvement on it, and
- d. Restore the easement site as nearly as practicable to its former condition, and
- e. Make good any collateral damage.

3. The landowner agrees that it will not:

- place or permit to be placed any services or structures within the easement site, or
- alter the surface of the easement site, or
- do or permit to be done anything that restricts access to the easement site by the Council, or
- plant or allow to grow vegetation other than low or horizontal growing grasses within the easement site

without the written permission of the Council and in accordance with such conditions as the Council may reasonably impose.

4. In this memorandum and any document which refers to it the following definitions apply:

- 4.1 "the Council" means Mid-Coast Council its successors and assigns (which may exercise its rights by any persons authorized by it).
- 4.2 "Drain" includes draining or pumping or running and whether by a gravity main or in a rising main or in a vacuum rising main and whether under positive or negative pressure or neither.
- 4.3 "Easement site" means the part of the lot burdened as the site of an easement for drainage of water.
- 4.4 "Equipment" means all equipment installed or used by the Council in installing, repairing, replacing, maintaining or constructing its pipes or everyday means of utilizing the easement

CA

Instrument setting out Terms of Easements/Profits a Prendre 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.

(Sheet 7 of 12 sheets)

Plan: **DP1236728**

Plan of Subdivision of  
Lot 1 in DP1177392 covered by  
Subdivision Certificate No **SP5/2018**  
Dated: **6-10-17**

- 4.5 "Installing" includes constructing, repairing, replacing, maintaining, modifying, using and removing.
- 4.6 "Landowner" means the Registered Proprietor of the lot burdened and its successors and assigns (including those claiming under or through the Registered Proprietor).
- 4.7 "Lot Burdened" means the land which has the burden of rights created by any document which refers to this memorandum.
- 4.8 "Water" includes water of any type regardless of its source, application or purpose and includes recycled water whether its original source is effluent, stormwater or saltwater and includes raw water, bore water and any other potable water.

This easement is intended to be an easement in gross under Section 88A of the Conveyancing Act 1919 and this easement may be released by the Council.

9. Terms of Easement, profit a prendre, restriction or positive covenant tenthly referred to in the plan.

- a. No clearing, removal or injury shall be caused to any Protected tree unless written notification is received by the Registered Proprietor of the land by Council's Tree Management Officer approving the pruning or removal of any Protected Tree shown in the Property Vegetation Plan lodged as dealing AG696247 at Land and Property Information.
- b. No building or other structure shall be erected and no landform modification (stockpiling of any material, excavation, trenching, cut or fill) or the re-direction or direction of water shall be undertaken within the primary root zone of the trunk of any protected Tree, except where written notification is received by the Registered Proprietor of the land by Council's Tree Management Officer or where an investigation by a level 5 arborist demonstrates (to Council's satisfaction) that the erection of a building or structure could be undertaken within this zone without obvious risks to the health and stability of the Protected tree and without compromising the safety of life and property. The primary root zone is defined as the ground area that is within a radius from the trunk of each individual tree that is 11-times the trunk diameter (measured at breast height) of that tree.

10. Terms of Easement, profit a prendre, restriction or positive covenant eleventhly referred to in the plan.

The Registered Proprietor shall maintain the area shown as Easement for Fire Trail and Link Access 6 Wide and 9 Wide to comply with Section 4.1.3(3) and Appendix 5 of "Planning for Bushfire Protection 2006" or such other Act, Regulation or Publication amending, replacing or repealing same.

11. Terms of Easement, profit a prendre, restriction or positive covenant twelfthly referred to in the plan.

No vehicular access to Failford Road is permitted.

The Registered Proprietor shall not maintain the landscaping planting or alter the surface of the roadside mound along the southern boundary unless in accordance with the Council approved Roadside Mound Planting Plan by Boomerang Environment and Landscape dated February 2016 and the Council Approved Construction Plans dated 29.6.2016 and registered as 7R-108 by McGlashan & Crisp Pty Ltd or as permitted by Mid-Coast Council.

*CM*

Instrument setting out Terms of Easements/Profits a Prendre 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.

(Sheet 8 of 12 sheets)

Plan: **DP1236728**

Plan of Subdivision of  
Lot 1 in DP1177392 covered by  
Subdivision Certificate No **SR512018**  
Dated: **6-10-17**

**12. Terms of Easement, profit a prendre, restriction or positive covenant thirteenthly referred to in the plan.**

Stormwater treatment measures must be installed in conjunction with the erection of approved dwelling(s) in accordance with the Stormwater Management Plan approved by Council under Development Application consent number 40/2011/B and referred to in condition number 5.

The stormwater treatment measures to be installed within each lot must include:

- a) The installation of a 10,000 litre rainwater tank for re-use including toilet flushing, laundry and outdoor tap with maintenance to be the responsibility of the Registered Proprietor. All taps connected to the rainwater tanks are to be identified as 'Rainwater' with a sign complying with AS1319.
- b) The installation of a bio-retention raingarden of minimum 17.5m<sup>2</sup> total area per lot for lots with high infiltration capacity. All other proposed lots shall utilise a grass swale for treatment of tank overflow and hard stand area within the lots. Swales shall have a minimum length of 10m and a base width of 1m. The bio-retention garden shall:
  - Have a maximum surface storage depth of 0.3m with a maximum batter/side slope of 1:5 (v:h), unless otherwise retained by a structural wall;
  - Bio-retention filters shall be planted with *Carex appressa* and/or other native plant species that have confirmed performance characteristics in the removal of nitrogen and tolerance of a range of moisture conditions. These are to be planted at a minimum density of 8 living plants/m<sup>2</sup>;
  - The bio-retention filter media shall have the following characteristics and be installed consistent with WSUD Engineering Procedures (Melbourne Water, 2005). Filter media shall be of uniform sandy loam texture, placed and lightly compacted to achieve a consistent density throughout.

Lot numbers for bio-retention and swale construction are as follows:

- Bio-retention - Lots 202, 203, 204, 205, 206, 208, 210, 211, 212, 213, 214 & 215
- Swale - Lots 201 & 209

Reference shall be made to the following Council documents for construction of the bio-retention gardens and swales for each lot:

- Standard Drawing for in infiltrating raingarden on sandy soil for residential dwellings – site plan
- Standard Drawing for in infiltrating raingarden on sandy soil for residential dwellings – typical section A and step by step guide
- Fact Sheet 15 – Local plant selection for raingardens
- Fact Sheet 16 – Filter media for raingardens
- Fact Sheet 18 – Designing a raingarden

*CM*

Instrument setting out Terms of Easements/Profits a Prendre 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.

(Sheet 9 of 12 sheets)

Plan: **DP1236728**

Plan of Subdivision of  
Lot 1 in DP1177392 covered by  
Subdivision Certificate No **SP5/2018**  
Dated: **6-10-17**

**13. Terms of Easement, profit a prendre, restriction or positive covenant fourteenthly referred to in the plan.**

- (a) No main dwelling shall be erected or permitted to remain on any lot having a minimum internal floor area of less than 120 square metres. For the purpose of this restriction "overall floor area" excludes any patio, deck, attached garage or carport. This restriction does not preclude the construction of a self standing "Granny Flat" simultaneous with or after the construction of the main dwelling.
- (b) There shall not be excavated or carried away or removed or permitted to be excavated, carried away from any lot burdened any earth, clay, stone, gravel, soil or sand except so far as may be necessary for the construction of any building or swimming pool thereon or for any purpose incidental or ancillary thereto.
- (c) No dividing fence shall be constructed or permitted to remain on any lot unless it is constructed of post and four (4) strand plain wire.
- (d) No "For Sale" sign, advertisement, hoarding, sign, or similar structure shall be erected or displayed or permitted to remain on any lot at any time prior to 31 December 2020 where the Registered Proprietor of any such lot is any person or corporation other than Hozcole Pty Ltd unless the sign, advertisement, hoarding or structure has received the written consent of Hozcole Pty Ltd and Hozcole Pty Ltd shall have the right to enter upon the subject lot and remove any such advertisement, hoarding sign or signage without notice.
- (e) For the benefit of any adjoining land owned by Hozcole Pty Limited but only during the ownership thereof by Hozcole Pty Limited or its successors and assigns other than purchasers on sale, no fence shall be erected on the land to divide the same from such adjoining land without the consent of Hozcole Pty Limited but such consent shall not be withheld if such fence is erected without expense to Hozcole Pty Limited and in favour of any person dealing with the transferee, such consent shall be deemed to have been given in respect of every such fence for the time being erected.

**14. Terms of Easement, profit a prendre, restriction or positive covenant fifteenthly referred to in the plan.**

Easement for Drainage of Water 21 Wide the terms of which are set out in Part 8 of Schedule 8 of the Conveyancing Act 1919, and further that the Registered Proprietor agrees it will not:

- Place or permit to be placed any services or structures within the easement site, or
- alter the surface of the easement site, or
- do or permit to be done anything that restricts access to the easement site, or
- plant or allow to grow vegetation that would impede the passage of stormwater flows within the easement site, or
- construct any fence with an opening of less than 100mm that would impede the flow of stormwater within the easement site

without the written permission of Mid-Coast Council and in accordance with such conditions as the Council may reasonably impose.

*GAN*

Instrument setting out Terms of Easements/Profits a Prendre 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.

(Sheet 10 of 12 sheets)

Plan: **DP1236728**

Plan of Subdivision of  
Lot 1 in DP1177392 covered by  
Subdivision Certificate No **SR5/2018**  
Dated: **6-10-17**

Name of authority empowered to release, vary or modify easement or restriction thirdly, fourthly, fifthly, sixthly, seventhly, ninthly, tenthly, eleventhly, twelfthly, thirteenthly and fifteenthly referred to in the plan

Mid-Coast Council

Name of authority empowered to release, vary or modify easement or restriction firstly, secondly and eighthly referred to in the plan

Essential Energy

Name of persons empowered to release, vary or modify restriction or positive covenant fourteenthly referred to in the plan

Hozco Pty Ltd. **PROVIDED** that any release variation or modification shall, if approved, be effected in all respects at the cost and expense of the person or persons requesting the release, variation or modification.

GM

Instrument setting out Terms of Easements/Profits a Prendre 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.

11 12  
(Sheet 12 of 12 sheets)


Plan: DP1236728

Plan of Subdivision of  
Lot 1 in DP1177392 covered by  
Subdivision Certificate No S25/2018  
Dated: 6-10-17

Executed by Hozco Pty Limited ACN 161 842 066  
by its duly authorised Attorney, John Richard Hoswell  
Pursuant to Power of Attorney Registered Book 4730 No. 114.

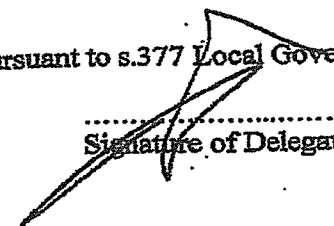
Signature of Attorney:   
Name of Attorney: John Richard Hoswell

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

Signature of Witness:   
Name of Witness: GREGORY ALAN CRISP  
Address of Witness: 44 BAYVIEW CRES  
THREE NSW 2430

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

Name of Delegate: John Dougherty  
Manager Property &  
Commercial Services  
MidCoast Council


Signature of Delegate 

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

Paula Sciacca  
Full Name of Witness

Signature of Witness 

c/- Breese Pde, Forster  
Address of Witness

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Instrument setting out Terms of Easements/Profits a Prendre 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.

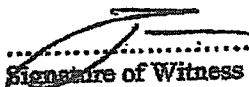
(Sheet 12 of 12 sheets)

Plan: DP1236728

Plan of Subdivision of  
Lot 1 in DP1177392 covered by  
Subdivision Certificate No SR5/2018  
Dated: 6-10-17

**EXECUTED BY ESSENTIAL ENERGY**

By its duly appointed attorney under  
power of attorney Book 4728 No. 768  
in the presence of:

  
Signature of Witness

*Martin English*  
Name of Witness

*8 Buller Street, Port Macquarie*  
Address of Witness

  
Signature of Attorney

*Shannon Dawson*  
*Deputy General Counsel*  
Name of Attorney

*8 Buller Street Port Macquarie*  
Address of Attorney

REGISTERED



16.11.2017

*6AL*

16LM  
01-05-090

# MEMORANDUM



AG189384S

New South Wales

Section 80A Real Property Act 1900

LEAP Legal Software Pty Limited  
Donovan Oates Hannaford

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

LOGGED BY

Delivery Box <b>BOX 582W</b>	Name, Address or DX and Telephone <b>SERVICE FIRST REGISTRATION DX 189 SYDNEY LLPN123426A PH 9233 1314 FAX 9233 2878 Reference (optional): DOH-ESSENTIAL</b>	CODE  <b>LM MM</b>
APPLICANT <b>ESSENTIAL ENERGY</b>		

The applicant requests the Registrar General to record this memorandum, comprising 7 pages including this page, which contains provisions deemed to be incorporated in any instrument which refers to it.

For option to renew see clause Not Applicable

For option to purchase see clause Not Applicable

Signature of applicant or applicant's representative:

Name of signatory: Justin Gerard Michael Levido

Capacity of signatory (if applicable): Solicitor for the Applicant

Date: 14 April 2011

FOR THE PROVISIONS CONTAINED IN THIS MEMORANDUM SEE ANNEXURE

Handwriting must be in block capitals.

## PART A

### TERMS OF EASEMENT FOR OVERHEAD POWERLINES

- 1 Essential Energy may
  - 1.1 install overhead equipment within the easement site,
  - 1.2 excavate the easement site to install the overhead equipment,
  - 1.3 use the overhead equipment for the transmission of electricity, signals, fluids or gases,
  - 1.4 enter the lot burdened using the most practical route (with or without vehicles, plant, equipment and materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
  - 1.5 install its own gates, locks, roads, tracks, bridges and other means of access on the lot burdened,
  - 1.6 trim or remove any vegetation from the lot burdened that
    - 1.6.1 could destroy, damage or interfere with its overhead equipment,
    - 1.6.2 could make its overhead equipment become a potential cause of bush fire or a potential risk to public safety, or
    - 1.6.3 could prevent reasonable access to the easement site or the overhead equipment, and
  - 1.7 remove any unauthorised encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage to the overhead equipment by the unauthorised encroachment.
- 2 In exercising its rights under this easement Essential Energy will take all reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
- 3 Essential Energy will at all times and at its own expense keep the overhead equipment in a proper and fit state of repair.
- 4 The landowner agrees that it will not
  - 4.1 place or permit to be placed any services or structure within the easement site,
  - 4.2 alter the surface of the easement site,
  - 4.3 do or permit to be done anything that restricts access to the easement site by Essential Energy, or
  - 4.4 plant or allow to grow vegetation other than low or horizontal growing grasses within the easement sitewithout the written permission of Essential Energy and in accordance with such conditions as Essential Energy may reasonably impose.
- 5 In this memorandum and any document which refers to it the following definitions apply
  - 5.1 "Essential Energy" means Essential Energy its successors and assigns (who may exercise its rights by any persons authorised by it).
  - 5.2 "Easement site" means the part of the lot burdened as the site of an easement for overhead powerlines.
  - 5.3 "Fluids" means and includes fluids of any description or kind.

- 5.4 "Gases" means and includes gases of any description or kind.
- 5.5 "Install" includes construct, repair, replace, maintain, modify, use and remove.
- 5.6 "Landowner" means the registered proprietor of the lot burdened and its successors and assigns (including those claiming under or through the registered proprietor).
- 5.7 "Lot burdened" means the land which has the burden of rights created by any document which refers to this memorandum.
- 5.8 "Overhead equipment" means above ground mains, wires, cables or other conduit, transformers (including pole-mounted and padmounted transformers), substations (including pole-mounted and padmounted substations) and boosters together with any above ground or underground ancillary works including service cables and connecting cables and the supports therefore (including any towers or poles).
- 5.9 "Services" includes overhead and underground telephone, communications, gas, water, sewage and drainage services.
- 5.10 "Signals" means and includes data or signals of any description or kind.
- 5.11 "Structure" includes building, wall retaining wall, carport and swimming pool but excludes furniture and garden ornament.

And it is hereby declared that the said easement is intended to be an easement in gross under Section 88A of the Conveyancing Act 1919 and that the said easement may be released, varied or modified by Essential Energy.

## PART B

### TERMS OF EASEMENT FOR UNDERGROUND POWERLINES

- 1 Essential Energy may
  - 1.1 install underground equipment within the easement site,
  - 1.2 excavate the easement site to install the underground equipment,
  - 1.3 use the underground equipment for the transmission of electricity, signals, fluids or gases,
  - 1.4 enter the lot burdened using the most practical route (with or without vehicles, plant, equipment and materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
  - 1.5 install its own gates, locks, roads, tracks, bridges and other means of access on the lot burdened,
  - 1.6 trim or remove any vegetation from the lot burdened that
    - 1.6.1 could destroy, damage or interfere with its underground equipment,
    - 1.6.2 could make its underground equipment become a potential cause of bush fire or a potential risk to public safety, or
    - 1.6.3 could prevent reasonable access to the easement site or the underground equipment, and
  - 1.7 remove any unauthorised encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage to the underground equipment by the unauthorised encroachment.
- 2 In exercising its rights under this easement Essential Energy will take all reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
- 3 Essential Energy will at all times and at its own expense keep the underground equipment in a proper and fit state of repair.
- 4 The landowner agrees that it will not
  - 4.1 place or permit to be placed any services or structure within the easement site,
  - 4.2 alter the surface of the easement site
  - 4.3 do or permit to be done anything that restricts access to the easement site by Essential Energy, or
  - 4.4 plant or allow to grow vegetation other than low or horizontal growing grasses within the easement sitewithout the written permission of Essential Energy and in accordance with such conditions as Essential Energy may reasonably impose.
- 5 In this memorandum and any document which refers to it the following definitions apply
  - 5.1 "Essential Energy" means Essential Energy its successors and assigns (who may exercise its rights by any persons authorised by it).
  - 5.2 "Easement site" means the part of the lot burdened as the site of an easement for underground powerlines.
  - 5.3 "Fluids" means and includes fluids of any description or kind.

- 5.4 "Gases" means and includes gases of any description or kind.
- 5.5 "Install" includes construct, repair, replace, maintain, modify, use and remove.
- 5.6 "Landowner" means the registered proprietor of the lot burdened and its successors and assigns (including those claiming under or through the registered proprietor).
- 5.7 "Lot burdened" means the land which has the burden of rights created by any document which refers to this memorandum.
- 5.8 "Services" includes overhead and underground telephone, communications, gas, water, sewage and drainage services.
- 5.9 "Signals" means and includes data or signals of any description or kind.
- 5.10 "Structure" includes building, wall retaining wall, carport and swimming pool but excludes furniture and garden ornament.
- 5.11 "Underground equipment" means underground mains, wires, cables, pipes or other conduit, transformers (including pole-mounted and padmounted transformers), substations (including pole-mounted and padmounted substations) and boosters, and the supports therefore together with any above ground or underground ancillary works including service cables and connecting cables and the supports therefore (including any towers or poles).

And it is hereby declared that the said easement is intended to be an easement in gross under Section 88A of the Conveyancing Act 1919 and that the said easement may be released, varied or modified by Essential Energy.

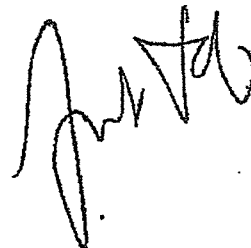
## PART C

### TERMS OF EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION

- 1 Essential Energy may
  - 1.1 install multi-purpose equipment within the easement site,
  - 1.2 excavate the easement site to install the multi-purpose equipment,
  - 1.3 use the multi-purpose equipment for the transmission of electricity, signals, fluids or gases,
  - 1.4 enter the lot burdened using the most practical route (with or without vehicles, plant, equipment and materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
  - 1.5 install its own gates, locks, roads, tracks, bridges and other means of access on the lot burdened,
  - 1.6 trim or remove any vegetation from the lot burdened that
    - 1.6.1 could destroy, damage or interfere with its multi-purpose equipment,
    - 1.6.2 could make its multi-purpose equipment become a potential cause of bush fire or a potential risk to public safety, or
    - 1.6.3 could prevent reasonable access to the easement site or the multi-purpose equipment, and
  - 1.7 remove any unauthorised encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage to the multi-purpose equipment by the unauthorised encroachment.
- 2 In exercising its rights under this easement Essential Energy will take all reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
- 3 Essential Energy will at all times and at its own expense keep the multi-purpose equipment in a proper and fit state of repair.
- 4 The landowner agrees that it will not
  - 4.1 place or permit to be placed any services or structure within the easement site,
  - 4.2 alter the surface of the easement site,
  - 4.3 do or permit to be done anything that restricts access to the easement site by Essential Energy, or
  - 4.4 plant or allow to grow vegetation other than low or horizontal growing grasses within the easement sitewithout the written permission of Essential Energy and in accordance with such conditions as Essential Energy may reasonably impose.
- 5 In this memorandum and any document which refers to it the following definitions apply
  - 5.1 "Essential Energy" means Essential Energy its successors and assigns (who may exercise its rights by any persons authorised by it).
  - 5.2 "Easement site" means the part of the lot burdened as the site of an easement for multi-purpose electrical reticulation.

- 5.3 "Fluids" means and includes fluids of any description or kind.
- 5.4 "Gases" means and includes gases of any description or kind.
- 5.5 "Install" includes construct, repair, replace, maintain, modify, use and remove.
- 5.6 "Landowner" means the registered proprietor of the lot burdened and its successors and assigns (including those claiming under or through the registered proprietor).
- 5.7 "Lot burdened" means the land which has the burden of rights created by any document which refers to this memorandum.
- 5.8 "Multi-purpose equipment" means:
- 5.8.1 above ground mains, wires, cables or other conduit, transformers (including pole-mounted and padmounted transformers), substations (including pole-mounted and padmounted substations), pumping stations, exchanges, boosters, microwave dishes, energy collection and/or generation devices and equipment together with any above ground or underground ancillary works including service cables and connecting cables and the supports therefore (including any towers and poles); and
- 5.8.2 underground mains, wires, cables, pipes or other conduit, transformers (including pole-mounted and padmounted transformers), substations (including pole-mounted and padmounted substations), pumping stations, exchanges, boosters, energy collection and/or generation devices and equipment and the supports therefore together with any above ground or underground ancillary works including service cables and connecting cables and the supports therefore (including towers and poles).
- 5.9 "Services" includes overhead and underground telephone, communications, gas, water, sewage and drainage services.
- 5.10 "Signals" means and includes data or signals of any description or kind.
- 5.11 "Structure" includes building, wall retaining wall, carport and swimming pool but excludes furniture and garden ornament

And it is hereby declared that the said easement is intended to be an easement in gross under Section 88A of the Conveyancing Act 1919 and that the said easement may be released, varied or modified by Essential Energy.

A handwritten signature in black ink, appearing to be 'J. Smith' or similar, written in a cursive style.





**MIDCOAST**  
council

Forster office  
4 Breese Parade | PO Box 450  
Forster NSW 2428

## PLANNING CERTIFICATE

Section 10.7  
Environmental Planning & Assessment Act 1979

Cert No.	162 / 2019
----------	------------

### Applicant

BRIAN HAYNE SOLICITOR  
PO Box 550  
FORSTER NSW 2428

Receipt No. : 1979696  
Date of Issue : 27 July 2018  
Ref : BH:131520

Property Key : 40099

### Property Description

Lot 307 Angus Drive, FAILFORD NSW 2430  
Lot 307 DP 1240775

### Owner (as recorded by Council):

HOZCOLE PTY LTD  
4/2 Little St  
FORSTER NSW 2428

## A — Advice provided in accordance with Section 10.7(2)

### 1. Names of relevant planning instruments and DCPs

Great Lakes Local Environment Plan 2014

Great Lakes Development Control Plan

The land is subject to the following planning proposal(s)

#### Short-term Holiday Rental of Dwellings

The proposal seeks to introduce a new local clause to allow the use of dwellings for short term holiday accommodation. It is proposed to allow dwellings that have up to 4 bedrooms to be used for short term holiday rentals without development consent, and to require those with 5 or more bedrooms to be permitted with development consent.

#### Liveable Housing and Flexible Zone Boundaries

The planning proposal seeks to amend the Great Lakes Local Environmental Plan 2014 by (1) replacing references to the Australian Standard AS 4299-1995 Adaptable Housing with the Liveable Housing Guidelines (LHA Third Edition 2015) and expand the application of these provisions; and (2) introduce a new clause to provide flexible zone boundaries in urban release areas.

The name of each State Environmental Planning Policy which may apply to the carrying out of development on the land

SEPP	SENIORS HOUSING etc.
SEPP	STATE ENVIRONMENTAL PLANNING POLICY (INTEGRATION AND REPEALS) 2016
SEPP NO. 1	DEVELOPMENT STANDARDS

SEPP NO. 4	DEVELOPMENT WITHOUT CONSENT AND MISCELLANEOUS EXEMPT AND COMPLYING DEVELOPMENT
SEPP NO. 21	CARAVAN PARKS
SEPP NO. 30	INTENSIVE AGRICULTURE
SEPP NO. 33	HAZARDOUS & OFFENSIVE DEVELOPMENT
SEPP NO. 36	MANUFACTURED HOME ESTATES
SEPP NO. 44	KOALA HABITAT PROTECTION
SEPP NO. 50	CANAL ESTATE DEVELOPMENT
SEPP NO. 55	REMEDICATION OF LAND
SEPP NO. 62	SUSTAINABLE AQUACULTURE
SEPP NO. 64	ADVERTISING AND SIGNAGE
SEPP NO. 65	DESIGN QUALITY OF RESIDENTIAL APARTMENT DEVELOPMENT
SEPP BASIX	(BUILDING SUSTAINABILITY INDEX: BASIX) 2004
SEPP-MD	(MAJOR DEVELOPMENT) 2005
SEPP-MPP&EI	(MINING, PETROLEUM PRODUCTION AND EXTRACTIVE INDUSTRIES) 2007
SEPP-S&RD	(STATE & REGIONAL DEVELOPMENT) 2011
SEPP	(INFRASTRUCTURE) 2007
SEPP	(RURAL LANDS) 2008.
SEPP	(TEMPORARY STRUCTURES) 2007.
SEPP	(EXEMPT AND COMPLYING DEVELOPMENT CODES) 2008.
SEPP	(AFFORDABLE RENTAL HOUSING) 2009
SEPP	(VEGETATION IN NON-RURAL AREAS) 2017 - This Policy applies to the specifically designated non-rural zones under clause 5 of the Policy.
SEPP	(EDUCATIONAL ESTABLISHMENTS AND CHILD CARE FACILITIES) 2017

## 2. Zoning and land use under relevant LEPs

### Great Lakes Local Environment Plan 2014

#### Zone R5 Large Lot Residential

##### 1 Objectives of zone

- To provide residential housing in a rural setting while preserving, and minimising impacts on, environmentally sensitive locations and scenic quality.
- To ensure that large residential lots do not hinder the proper and orderly development of urban areas in the future.
- To ensure that development in the area does not unreasonably increase the demand for public services or public facilities.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To enable development that has minimal environmental and visual impact and is compatible with residential land uses within the zone.

##### 2 Permitted without consent

Home occupations.

##### 3 Permitted with consent

Agriculture; Animal boarding or training establishments; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Cellar door premises; Centre-based child care facilities; Community facilities; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Farm buildings; Farm stay accommodation; Flood mitigation works; Helipads; Home-based child care;

Home businesses; Home industries; Information and education facilities; Jetties; Landscaping material supplies; Moorings; Places of public worship; Plant nurseries; Recreation areas; Respite day care centres; Roads; Roadside stalls; Secondary dwellings; Sewerage systems; Veterinary hospitals; Water recreation structures; Water supply systems.

#### **4 Prohibited**

Any other development not specified in item 2 or 3.

### **3. Complying development**

#### **Housing Code**

Complying development under this code CAN NOT be undertaken on the land subject to the following land based exclusions:

- Property Vegetation Plan

#### **Rural Housing Code**

Complying development under this code CAN NOT be undertaken on the land subject to the following land based exclusions:

- Property Vegetation Plan

#### **Greenfield Housing Code**

Complying development under this code CAN NOT be undertaken on the land

#### **Demolition Code**

Complying development under this code MAY be undertaken on the land

#### **Commercial and Industrial (Alterations) Code**

Complying development under this code MAY be undertaken on the land

#### **Commercial and Industrial (New Buildings and Additions) Code**

Complying development under this code CAN NOT be undertaken on the land subject to the following land based exclusions:

- Property Vegetation Plan

#### **General Development Code**

Complying development under this code MAY be undertaken on the land

#### **Housing Alterations Code**

Complying development under this code MAY be undertaken on the land

#### **Subdivisions Code**

Complying development under this code MAY be undertaken on the land

#### **Fire Safety Code**

Complying development under this code MAY be undertaken on the land

#### **Container Recycling Facilities Code**

Complying development under this code MAY be undertaken on land Zoned B1, B2, B3, B4, B5, IN1, IN2, IN4 or SP3 in Great Lakes LEP 2014

**4. Coastal protection**

Coastal Protection Act 1979 repealed

4A Repealed

4B Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

No annual charges apply to the land

**5. Mine subsidence**

The land is not proclaimed as a mine subsidence district

**6. Road widening and road realignment**

The land is not affected by plans for road widening or realignment

**7. Council and other public authority policies on hazard risk restrictions**

The land is not affected by a policy adopted by Council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)

The information provided in item 7 is based on the data and information presently available to the Council and on adopted policies and development controls in force as at the date of this certificate

**7A. Flood related development controls information**

No flood related development controls affect the land

The information provided in item 7A is based on the data and information presently available to the Council and on adopted policies and development controls in force as at the date of this certificate

**8. Land reserved for acquisition**

The land is not reserved for acquisition

**9. Contributions plans that apply to the land**

- S94-Forster District Contributions Plan 2015
- S94-Great Lakes Wide Contributions Plan 2015

**9A. Biodiversity certified land**

The land is not Biodiversity certified

**10. Biodiversity stewardship sites**

No biodiversity stewardship agreements apply to the land

**10A. Native vegetation clearing set asides**

Council has not received advice advising of the existence of a set aside area of land under section 60ZC of the Local Land Services Act 2013

**11. Bush fire prone land**

Yes the land is Bush Fire Prone Land

**12. Property vegetation plans**

Yes - Council has received advice that a property vegetation plan applies to the land.

**13. Orders under Trees (Disputes Between Neighbours) Act 2006**

Council has not received any such order

**14. Directions under Part 3A of the EP&A Act**

Not applicable

**15. Site compatibility certificates and conditions for seniors housing**

No Site Compatibility Certificate for Seniors Housing applies to the land

**16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

No Site Compatibility Certificate for Infrastructure, Schools or TAFE establishments applies to the land

**17. Site compatibility certificates for affordable rental housing**

No Site Compatibility Certificate for Affordable Rental Housing applies to the land

**18. Paper subdivision information**

No development plan applies to the land

**19. Site verification certificates**

No site verification certificate applies to the land

**20. Loose-fill asbestos insulation**

Council has not received advice from any Authority advising of the presence of loose-fill asbestos insulation within any residence that may exist on the property

**21. Affected building notices and building product rectification orders**

No affected building notice or building product rectification order applies to the subject land

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

No additional matters under the Contaminated Land Management Act 1997

*For further information, please contact Karen Bee, Planning & Natural Systems division, MidCoast Council on (02) 6591 7222*



Your Ref: BH:131520  
Our Ref.: ENG2018/1236

Brian Hayne Solicitor  
Po Box 550  
FORSTER NSW 2428

**Owner Details**  
Hozcole Pty Ltd

**Property Details**  
Lot 307 DP 1240775

**Property Address**  
Angus Dr FAILFORD NSW 2430

**SEWERED AREAS**

As requested the Plan of House Drainage for the above property is attached. These notes are intended to provide information relating to this property. Applicants are requested to ensure that intending purchasers are made fully aware of all aspects of both these notes and the attached Plan. Please note the following important points:-

1. MidCoast Water Services' policy "Building over or adjacent to Watermains, Sewers or Sewerage Rising Mains" basically prohibits any new buildings to be erected closer than 1.5 meters to a Council pipe. This policy also requires special footings to be used when a building is within the 'Zone of Influence' of a sewer.

Residents, builders, developers etc. should note that the existence of a sewer, watermain or sewerage rising main can, and will, prohibit the extent of a development that will be permitted on a block. In the case of sewers, this also applies to a sewer located close to the boundary even if it is within an adjacent block. These restrictions apply to all types of building including houses, garages, sheds, carports etc.

Please contact MidCoast Water Services if you need any clarification on the implication of this policy. Full details are available upon request.

2. This Plan indicates the approximate location of existing buildings and pipelines. The issue of the diagram does not imply that the existing plumbing has been inspected by MidCoast Water Services nor that it complies with any standard or code.
3. Where there are existing buildings on the site, the issue of this Plan does not imply that they have been erected in accordance with the requirements of a Structural Engineer in relation to any 'Zone of Influence' effects.
4. The information on this Plan has been supplied by other parties and MidCoast Water Services will not be held responsible for the accuracy of any details shown. We do, however, endeavour to ensure that drainage diagrams are as accurate as practical when issued.
5. The attached Plan indicates the approximate location of Council's sewers only in relation to the abovementioned land.
6. It is an offence under the Local Government Act to discharge any rain water or surface water into Council's sewers.
7. Development charges will be applied if any new development on this land has a capacity of

more than 1 equivalent tenement (e.g. Development charges will apply for the erection of 2 or more villas, flats, etc. as opposed to one house).

8. In the case of non-domestic premises, both new and existing developments may require a Liquid Trade Waste approval. The issue of this Plan does not imply that any such Liquid Trade Waste approval currently exists. Further information should be obtained from MidCoast Water Services. It is an offence to discharge sewage, other than of a domestic nature, into a Council sewer without approval.
9. This Plan is issued in accordance with section 17, 18 and 19 of the Local Government (Water Services) Regulations 1999. These notes form part of the Plan and must remain attached it. Any Plan of House Drainage without these notes should not be considered as a true copy.

If you have any enquiries regarding this letter please telephone 1300 133 455

Dated: 31/07/2018

Director Water Services

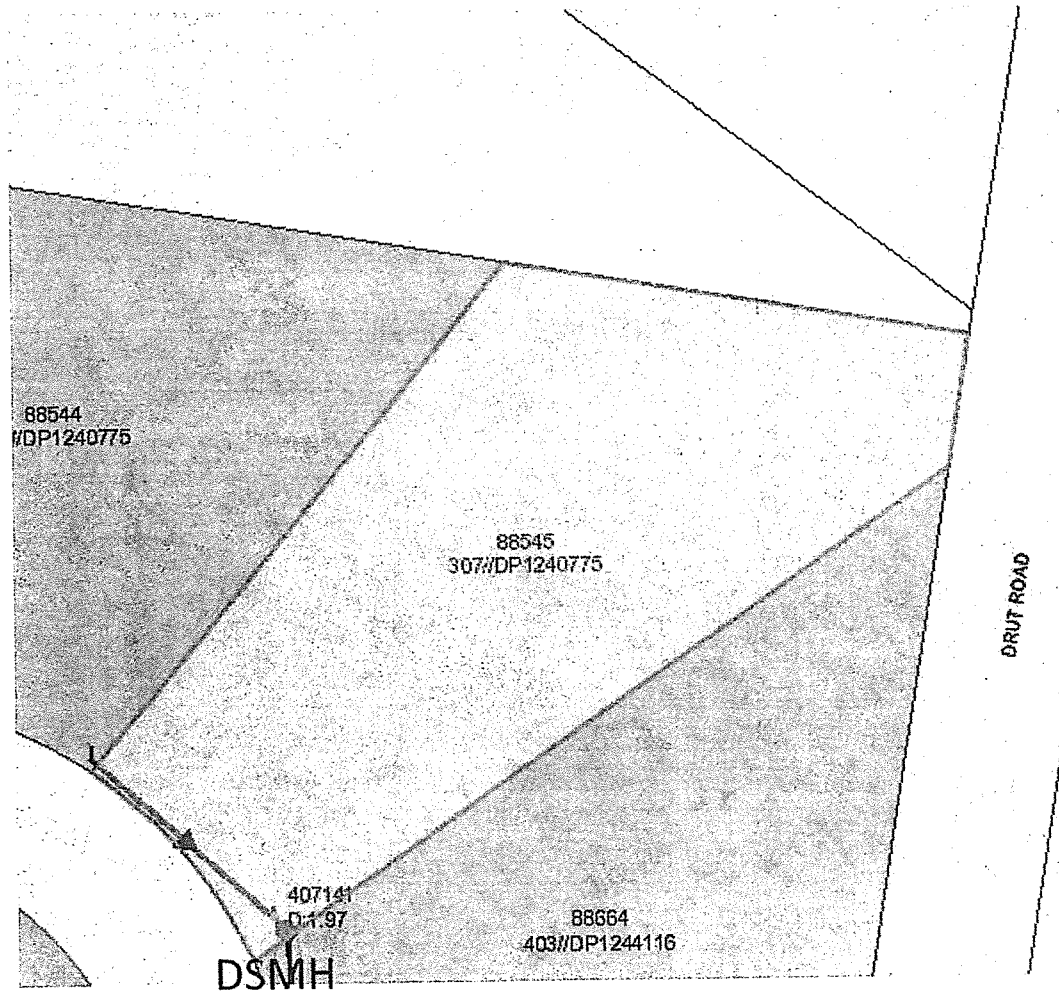


**MIDCOAST**  
water services

SEWER DRAINAGE DIAGRAM ..... 88545 .....

Lot ..... 307 ..... Sec..... D.P. .... 1240775 .....

Address..... ANGUS DR ..... Town..... FAILFORD .....



This plan is a schematic representation of data produced by a Geographical Information System (GIS) exclusively for MidCoast Water, but may also be used by clients/customers to assist with the identification and provision of services subject to terms and conditions. No responsibility is accepted for the accuracy of the map or the data that it contains. Any person relying on this map must read and fully comprehend the terms, conditions and legal obligations, available at [www.midcoastwater.com.au](http://www.midcoastwater.com.au)

### LEGEND

W.C.....	1	Soil Vent Pipe....	SVP	●	.....Manhole
Bath.....	2	Waste Stack.....	WS	○	..... Inspection opening
Basin.....	3	Inspect. Shaft....	IS	—	..... Assumed location of existing sewer
Shower.....	4	Reflux Valve.....	RV	☒	..... Surcharge Gully
K.Sink.....	5	Tap Over.....	TO		
Tubs.....	6	Grease Arrestor..	GA		
Gully.....	7	Urinal.....	UR		
Vent.....	8	Low Level Vent...	LLV		
Floor Waste....	9				

NOT TO SCALE

### JUNCTION LOCATION

Sewer Junction.....  
existing at ..... 2.33 ..... metres  
from D.S.M.H. .... 407141 ..... (d= 1.97 .....m)  
Depth of Junction approx..... 1.4 .....m  
Depth of Riser approx.....m



## IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

### WARNING—SMOKE ALARMS

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

### WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

### COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

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

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

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

In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i> );
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>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 18B of the Swimming Pools Regulation 2008).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must serve at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it.
- 4.3 If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by serving it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything served by the vendor - *within* 21 days after the later of the contract date and that service; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 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

The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice on receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.



**16 Completion****• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

**• Purchaser**

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *remittance amount* payable;
  - *RW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

**• Place for completion**

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

**17 Possession**

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.  
 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

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

## 20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.  
 20.2 Anything attached to this contract is part of this contract.  
 20.3 An area, bearing or dimension in this contract is only approximate.  
 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.  
 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.  
 20.6 A document under or relating to this contract is –  
 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);  
 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;  
 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;  
 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;  
 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;  
 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and  
 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.  
 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –  
 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or  
 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.  
 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.  
 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.  
 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.  
 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.  
 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.  
 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.  
 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.  
 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
  - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

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

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
  - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must serve a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
  - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
  - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
  - 25.5.3 *normally*, need not include a Crown grant; and
  - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
  - 25.6.2 the purchaser does not have to serve the form of transfer *until* after the vendor has *served* a proper abstract of title; and
  - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
  - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
  - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- ## **26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- ## **27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
  - 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
  - 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

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

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* serves notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
  - every *party* who has the benefit of the provision serving notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.
- 30.10 At least 1 *business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however



30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and



- 31.2.4      *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3      The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4      If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5      If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

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