

21. Smoke Alarm Statement

The Vendor acknowledges that should the property contain a dwelling for residential purposes that is subject to the Environmental Planning and Assessment Regulation 2000, then:

- a) Division 7A (Smoke Alarms) of Part 9 (Fire Safety and matters concerning the Building Code of Australia) of the Environmental Planning and Assessment Regulation 2000 require smoke alarms or heat alarms to be installed in the building; and
- b) The vendor confirms that Smoke Detectors are installed in the property and to the best of their knowledge the building/dwelling complies with the requirements of the Regulation.

22. Tenancies

If the property is subject to any existing tenancies:

- The vendor does not warrant that the tenant will continue to remain in the property,
- If the lease has expired and the purchaser requires vacant possession, the purchaser must inform the vendor's solicitor in writing that he requires vacant possession within three (3) days after the date of exchange of contract.
- The purchaser can not make any claim, objection, requisition, rescind or terminate the contract, or delay completion if the vendor is unable to provide the purchaser with vacant possession on completion as stipulated in this contract of sale.

23. Claim for Compensation

The provision of Clause 7 of the printed form of Agreement is deleted. Any claim for compensation shall be deemed to be an objection or requisition for the purpose of Clause 8 of the printed form of Agreement.

24. Simultaneous Settlement

Notwithstanding anything herein to the contrary **IF** the vendor is purchasing another property and settlement of that purchase is to be effected simultaneously with the settlement of this agreement then the vendor will at his or her option be entitled to remain in the possession of the property for up to 24 hours after settlement and if he or she so elects the vendor's solicitor or agent shall retain the sum of \$1,000.00 in trust pending the vendor vacating the property and leaving it in a condition that is in accordance with the contract. If the purchaser or his/her solicitor raise no objection regarding vacant possession concerning the condition of the premises within 3 business days after the date of settlement, time being of the essence in this respect, then the vendor's solicitor or agent as the case may be shall be entitled to account to the vendor for the retained sum and the purchaser shall not be entitled to account to the vendor for the retained sum and the

purchaser shall not be entitled to subsequently raise any objection or requisition or claim for compensation.

25. Miscellaneous (If Applicable)

Both parties hereby confirm and acknowledge that the vendor is presently obtaining the following prescribed documents:

1. Final occupation certificate

The vendor hereby warrants to provide both documents prior to date of auction.

26. Agency Fees if applicable

Settlement of this matter shall take place wherever the vendor's mortgage directs. If the property is not mortgaged and the vendor's hold the Certificate of Title then settlement shall be effected at the office of Kheir Lawyers. Should the purchaser require settlement to take place at any other venue then the purchaser shall pay a fee of \$100.00. This fee must be paid at or prior to settlement.

27. Transfer

The purchaser must serve the Transfer in accordance with Clause 4.1. Should the purchaser fail to do so, the purchaser will be liable to pay \$100.00 to the vendor at settlement, being a fair and reasonable estimate to cover legal costs and other expenses incurred.

This is an essential term of the contract and the vendor shall not be required to complete until the necessary adjustment has been made.

28. GST Liability

28.1 In this clause reference to GST and taxable supply have the same meanings as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and A New Tax System (Goods and Services Transition) Act 1999 (Cth)

28.2 The parties declare that the Property is sold as a residential premises to be used predominately for residential purposes and the sale is not a taxable supply and that NO GST is payable. The Purchaser will indemnify the Vendor against any GST liability as a consequence of a breach of this warranty and declaration by the purchaser. **OR OR OR**

28.2 The vendor does not warrant that the sale of the property is exempt from GST, should the vendor become liable for GST then the purchaser hereby indemnifies the vendor and agrees to pay to the vendor, the sum of 10% of the price on demand, if and when, the vendor serves a letter on the purchaser from

the Australian tax office stating that the vendor has to pay GST on the sales price. This clause shall not merge on completion of this contract.

The Provisions of this clause shall not merge on completion.

28.3 Margin Scheme Agreement

The vendor and purchaser agree that the margin scheme is to apply in working out the amount of any GST on the sale of the Property by the vendor under this contract. The purchaser acknowledges that it will not be entitled to an input tax credit for the acquisition of the Property under this Contract.

29.3 Input Tax Credit and Tax Invoice

The purchaser acknowledges that as a consequence of the agreed use of the margin scheme, the vendor is not required to give a tax invoice.

29. Christmas / New Year Period

For the purposes of this contract any notice or time for the doing of any act or compliance with any obligation by either party, which expires or falls on any date between and (both dates inclusive) shall be deemed to expire or fall due on

30. SURVEY REPORT

- 30.1 The Vendor does not have a Survey Report in relation to the property.
- 30.2 The Vendor need not do anything to obtain or assist the purchaser to obtain a Survey Report.
- 30.3 The Purchaser must satisfy itself on all matters relating to any Survey Report and must not make a claim, objection or requisition with respect to any Survey Report which the Purchaser obtains.

31. BUILDING CERTIFICATE

- 31.1 The vendor does not have a building certificate under the local Government Act for the improvements on the property.
- 31.2 The Vendor need not do anything to obtain or assist the Purchaser to obtain a building certificate but the vendor does authorise the Purchaser to have the property inspected.
- 31.3 The purchaser may not make a claim, objection or requisition, delay completion of or rescind or terminate this contract because the purchaser does not obtain a building certificate before completion or obtains a building certificate requiring work to be carried out in relation to the property or the improvements erected thereon.
- 31.4 The vendor does not warrant that the property or the improvements erected thereon comply, with the local government act 1993 or the local government act 1919 or any ordinances, regulation or bylaws made under or pursuant to such acts and the purchaser must make its own enquires in relation to the compliance of the property and improvements erected thereon with the said

acts, ordinances, regulations and bylaws and the purchaser will not make a claim, objection or requisition, delay completion of or rescind or terminate this contract because the property or improvements erected thereon do not comply with the said act, ordinances, regulations and by laws

32. F I R B APPROVAL

The Purchase warrants to the Vendor that if it is a "foreign corporation "or a "foreign person "defined in the Foreign Acquisition & Takeovers Act 1975 ("the Act"), is has obtained the consent of the Foreign Investment Review Board in accordance with the provisions of the Act to its Purchase of the Property. The Purchaser hereby indemnifies and holds indemnified the Vendor against all liability, loss, damage and expenses which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

33. Land Tax certificate

- (a) The vendor will serve a current Land Tax Certificate on the purchaser at least 7 days prior to settlement.
- (b) Should the vendor fail to serve a current Land Tax Certificate on the purchaser within this timeframe, the purchaser does not have to complete earlier than 7 days after service of the certificate.
- (c) The purchaser agrees to pay the cost for the section 47 Land Tax Certificate

34. Qualified Title

It is agreed between the parties that in the event that the Title or any of the Titles of the land being sold are subject to a Qualification pursuant to the Real Property Act, and that by the date of the issue of the Qualified Title the Purchaser will not require the Vendor to comply with the provisions of Clause 25 of this Contract.

35. Limited Title

It is agreed between the parties that in the event that any of the Titles to the land being sold is the subject of a limitation pursuant to the Real Property Act, the purchaser will not make any requisition, objection or claim for compensation in respect to the limitation and shall not require the Vendor to comply with the provisions of Clause 25 of the Contract.

36. Error in Adjustment of Outgoings

Each party agreed that if on completion any apportionment of outgoings required to be made under this Agreement is overlooked or incorrectly calculated he will forthwith upon being so requested by the other party make the correct calculation and pay such amount to the other party as in shown by such calculation to be payable. This clause shall not merge on completion.

STATEMENT REGARDING SMOKE ALARMS

Vendor/s: Osama Awad

Property: 19 Greenview Cl, Forster, New South Wales 2428

The vendor states that:

- (a) This contract relates to land on which a building is situated.
- (b) Smoke alarms or heat alarms are required by Division 7A (Smoke alarms) of Part 9 (Fire safety and matters concerning the Building Code of Australia) of the *Environmental Planning and Assessment Regulation 2000* to be installed in the building.
- (c) The building complies with the requirement referred to in paragraph (b) above.

.....

.....

Signature/s of vendor/s:



AUTHORITY TO INSPECT STRATA RECORDS

To Strata Manager of Strata Plan

Dear Sir/Madam

**OSAMA AWAD SALE TO
PROPERTY: 19 GREENVIEW CL, FORSTER**

We are the solicitors for Osama Awad, the owner of lot strata plan , and we hereby authorise or their searcher to inspect the strata records.

SECTION 184 CERTIFICATE

On behalf of the Vendor or the Purchaser is authorised and requested to obtain the Section 184 Certificate.

Yours faithfully
KHEIR LAWYERS

Tima Kheir
Licensed Conveyancer
Encl.

DIRECTORS GUARANTTE AND INDEMNITY

Purchaser:

Property:

I/We.....of
.....(Guarantors) being
Directors of the purchaser, in consideration of the Vendor at my/our request agreeing to sell
the property described in the Contract to the purchaser, agree to:

- (i) Guarantee to the vendor the due and punctual performance by the purchaser of all the terms and conditions of the Contract and
- (ii) Indemnify and keep indemnified the vendor against any loss and damage however arising which the vendor, may suffer in consequence of any failure of the purchaser to perform its obligations under the Contract

The guarantors acknowledge that prior to execution of this Guarantee and Indemnity they have read and understood the terms and conditions of the Contract in its entirety.

SIGNED by)

In the presence of:)

SIGNED by)

In the presence of:)

SIGNED by)

In the presence of:)

FromPurchasers Solicitor

ToVendors Solicitor

Date:

REQUISITIONS ON TITLE**2008 EDITION**

RE:.....Purchase From.....

Property

(In these Requisitions the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender and the terms Clause and Clauses refer to a Clause or Clauses in the 2005 Edition of the Contract for Sale of Land).

REQUISITIONS	RESPONSE
1. The Vendor must comply on completion with Clauses 15, 16.1, 16.2, 16.3, 16.5, 16.8 and 17.1.	
2. The Vendor must comply before completion with Clause 16.12.	
3. Rates and Taxes must be adjusted in accordance with Clause 14 and the Vendor must comply with Clause 16.6.	
4. The Vendor must before completion comply with any work order in accordance with Clauses 11.1 and 14.8.	
5. Has any claim been made on the Vendor to contribute to the cost of the boundary fences or is the Vendor aware of any such claim being made? If so, the Vendor should satisfy such claim before completion and produce receipt on or before completion.	
6. Is the Vendor aware of:- (a) any unregistered easements such as a right of way which affect the property? If so, please give full details. (b) the breach of any covenant noted on the title? If so, such breach must be remedied before completion.	
7. Has the Vendor received any notification from the Roads and Traffic Authority or local Council that the land or part of it is to be realigned, widened, altered or resumed? If so, please give full details.	
8. Is there any outstanding notification, claim or requirement of:- (a) a statutory or local authority, or (b) an adjoining owner which affects the property or any part of it? Any such notice, claim or requirement issued before contracts were exchanged must be complied with by the Vendor before completion.	
9. Is there any permissive occupancy of any part of the property or is any one in adverse possession? If so, the Purchaser relies on Clauses 16.3 and 17.1.	
10. Has any party (including corporation) acquired any rights in the property by prescription? The Purchaser relies on Clauses 16.3 and 17.1.	
11. If the sale of the property is subject to an existing tenancy:- (a) (if not already supplied) the Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid. (b) has there been any breach of the lease in which case such breach must be remedied before completion. (c) rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2. (d) the lease (stamped and, if necessary, registered) should be handed over to the Purchaser on completion. (e) if applicable, the Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from	

REQUISITIONS	RESPONSE
<p>completion.</p> <p>(f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.</p>	
12. Have the provisions of the Local Government Act 1919, or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to buildings, subdivisions, alterations and additions been complied with in relation to the subject land and improvements? Any non-compliance must be advised before settlement.	
13. If any statutory or local authority has a valid claim to money due by the Vendor in respect of the property, such monetary claim or claims should be settled and discharged by the Vendor before completion.	
14. The Purchaser reserves his contractual rights to make a claim on the Vendor before completion as provided in Clauses 6, 7, 11.2 and 14.8.	
<p>15. Has the Vendor or any predecessor in title:-</p> <p>(a) been bankrupt or are there any pending bankruptcy proceedings against the Vendor?</p> <p>(b) entered into any development or other agreement with a statutory or local authority which binds the subject land and which will bind the Purchaser on and from completion?</p> <p>If so, please give details?</p>	
16. The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registerable forms to remove them, properly executed, must be tendered at completion.	
17. Is there any pending litigation in respect of the property?	
18. Is the Vendor aware of any rights to, or restrictions on, access to the property? If so, please give full details.	
19. Is the Vendor aware of any restrictions on the use or development of the land?	
<p>20. Survey should be satisfactory and certify (or report) that:-</p> <p>(a) the whole of the land sold will be available to the Purchasers on completion and</p> <p>(b) there is no encroachment by or upon the subject land and</p> <p>(c) the improvements sold are erected on the subject land.</p>	
21. Has the Vendor been served with any order under Section 124 of the Local Government Act 1993 requiring him to demolish, repair or make structural alterations to a building which is erected on the subject land? If such order has not been complied with, the Vendor should do so before completion, and notify the Purchaser of his compliance.	
<p>22. Has the Vendor or his mortgagee:-</p> <p>(a) a survey report?</p> <p>(b) a building certificate issued under Section 317A or Section 317AE of the Local Government Act 1913?</p> <p>(c) a building certificate issued under Section 149 of the Environmental Planning and Assessment Act 1979, Section 149D?</p> <p>If so, please obtain and forward a copy and ensure that the originals are handed over on completion.</p>	
23. Has the Vendor been served with an order issued by the local Council or a consent authority under Section 121B of the Environmental Planning and Assessment Act 1979? If so, please give details.	
<p>24. Is the land affected by the:-</p> <p>(a) National Parks and Wildlife Act 1974? If so, has the land or any part of it been set aside for conservation purposes? Please give full details.</p> <p>(b) Rural Fires Act 1997? If so, is the land a bushfire hazard or bushfire-prone land? Please give full details.</p> <p>(c) Threatened Species Conservation Act 1995? If so, please give full details.</p> <p>(d) Contaminated Land Management Act 1997? If so, please give full details.</p> <p>(e) Local Government Act 1993, Section 124? If so, please give full details.</p> <p>(f) Noxious Weeds Act 1993? If so, please give full details.</p>	

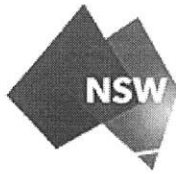
REQUISITIONS	RESPONSE
(g) Heritage Act 1977? If so, please give full details. (h) Unhealthy Building Land Act 1990? If so, please give full details.	
25. Has the Vendor been served with any notice, order or claim arising under the following statutes:- (a) Family Law Act 1975 (Commonwealth Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Provision Act 1982 (NSW Statute)? (d) Encroachment of Building Act 1922 (NSW Statute)? If so, please advise full details.	
26 If the property sold "off-the-plan":- (a) the Vendor must provide the Purchaser on or before completion with:- (i) an Occupation Certificate (or a copy) issued as required by section 109M(1) of the Environmental Planning and Assessment Act 1979. (ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion. (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979. (iv) Evidence that a final Fire Safety Certificate has been issued for the building. (b) Has the Vendor complied fully with the local Councils Conditions of Development Consent in respect of the Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified. (c) The Vendor must comply with Clause 28.2 before completion.	
27. Is the subject land inclosed land within the meaning of the Inclosed Lands Protection Act 1901?	
28. If a Swimming Pool is included in the sale:- (a) was its construction approved by the Local Council? Please furnish a copy of such approval. (b) have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with? (c) the Vendor should assign in writing to the Purchaser the benefit of any current warranties or guarantees in relation to the contract for the construction of the Swimming Pool. Do any such warranties and guarantees exist? (d) all pool chemicals and equipment should be left behind by the Vendors for the Purchasers use.	
29. If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?	
30. Are any of the inclusions specified in the Contract subject to any credit contract, hire purchase agreement, security interest in goods, leasing agreement, lien, charge or otherwise encumbered? If so, the Vendor should satisfy any such liability on or before completion.	
31. If the Vendor is an executor and/or trustee:- (a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustees receipt. (b) Alternatively, do you require payment of the amount payable to the Vendors to be made into an Estate bank account? (c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please	

REQUISITIONS	RESPONSE
produce your written authority before settlement. (d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.	
32. In the case of Old System Title land:- (a) The Deeds and documents listed on Annexure "A" to these Requisitions should be produced for our inspection and found satisfactory prior to completion. (b) The Deeds and documents listed on Annexure "B" to these Requisitions relating solely to the subject property should be produced for inspection and found satisfactory and handed over at settlement. (c) As the Vendors will not retain any estate in the lands dealt with by the Deeds listed on Annexure "C" to these Requisitions after conveyance of the subject property to the Purchasers, they should be permanently deposited in the office of the Land and Property Information (NSW), Sydney, in accordance with Section 53(2)(e) of the Conveyancing Act 1919 and a certified copy of the Lodgement receipt furnished at settlement or, a written undertaking to furnish such certified copy handed over at settlement. (d) The Vendor must comply with Clauses 25.2 and 25.8 before completion.	
33. Have any building works been carried out at the property to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide before completion satisfactory evidence that such legislation has been complied with.	
34. If the Transfer (or in the case of Old System Title, the Deed of Conveyance) will be signed under Power of Attorney:- (a) Please produce before completion a copy of the registered Power of Attorney, and (b) Written evidence should be provided at settlement of its non-revocation.	
35. Is the subject property situated within an aircraft flight path? If so, on what basis and what curfew applies?	
36. Satisfactory evidence must be produced before completion that any:- (a) improvements erected over the sewer, and/or (b) rainwater downpipes connected to the sewer water was authorised or permitted in writing by Sydney Water Corporation or its predecessor.	
37. Is there any encroachment:- (a) onto any adjoining land by any improvements erected on the subject land? (b) by any improvements erected on adjoining land onto the subject land to the Vendors knowledge? If so, please give details of any such encroachment which should be removed before completion.	
38. Has the Vendor been served with any notice or order relating to fire safety issued under Section 124 of the Local Government Act 1993 which the Vendor has not fully complied with? If so, the Vendor must satisfy the terms of such notice or order before completion.	
39. The Vendor must comply with Clause 4.2.	
40. The Vendor should provide at settlement a direction in accordance with Clause 20.5.	
41. (If applicable) The Vendor must comply with Clauses 13.4.2, 13.9 and 13.10 on and before completion.	

DISCLAIMER

Although the contents of this form are believed to be correct, sufficient and appropriate at the time of printing, no legal liability is accepted by Australian Law Stationers Pty Ltd, the printer or the draftsperson for any error or omission or any other liability that may arise directly or indirectly from the publication and use of this form.

Solicitor for Vendor



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 8/806667

SEARCH DATE	TIME	EDITION NO	DATE
12/3/2019	12:02 PM	8	14/6/2013

LAND

LOT 8 IN DEPOSITED PLAN 806667
AT FORSTER
LOCAL GOVERNMENT AREA MID-COAST
PARISH OF FORSTER COUNTY OF GLOUCESTER
TITLE DIAGRAM DP806667

FIRST SCHEDULE

OSAMA AWAD

(T AH782680)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP806667 EASEMENT TO DRAIN SEWAGE 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM AF655079 EASEMENT NOW VESTED IN MIDCOAST COUNTY COUNCIL
- 3 DP806667 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP806667 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP806667 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

19-008739

PRINTED ON 12/3/2019

* 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.

Form: 01TY
Release: 1.1
www.lpma.nsw.gov.au

**TRANSFER OF
EASEMENT IN GROSS**
New South Wales
Section 88A Conveyancing Act 1919



AF655079B

PRIVACY NOTE: Section 15 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.

STAMP DUTY

Office of State Revenue use only

TIME:

12-00

NEW SOUTH WALES DUTY

20-07-2010

0005933131-001

SECTION 277-ORIGINAL

NO DUTY PAYABLE

(A) **TORRENS TITLE**

PLEASE SEE ANNEXURE "A"

(B) **EASEMENT IN GROSS**

Number

DP806667

Description

EASEMENT TO DRAIN SEWAGE 3 WIDE

(C) **LODGED BY**

Document
Collection
Box

392C

Name, Address or DX, Telephone, and Customer Account Number if any

SYDNEY LEGAL AGENTS

LLP : 128005 Y

Reference:

STACKS/106732

CODE

TY

(D) **TRANSFEROR**

SHIRE OF GREAT LAKES

(E) **TRANSFEEEE**

MIDCOAST COUNTY COUNCIL

(F) The transferor acknowledges receipt of the consideration of \$
abovementioned easement in gross.

and transfers to the transferee the

DATE 2 JULY 2010

(G) I certify that the person signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this transfer in my presence.

Signature of witness:

Full name of witness:

JOHN DOUGHERTY

Address of witness:

BREESE PARADE, FORSTER

Certified correct for the purposes of the Real Property Act 1900 by an authorised officer of the transferor.

Signature of authorised officer:

Full name of authorised officer:

LENDAY KERN LEMAY

Position of authorised officer:

General Manager

I certify that the person signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this transfer in my presence.

Signature of witness:

Full name of witness:

JESSICA PARROTT

Address of witness:

17 WHARF STREET
FORSTER NSW 2428

Certified correct for the purposes of the Real Property Act 1900 by an authorised officer of the transferee.

Signature of authorised officer:

Full name of authorised officer:

ANTHONY JOHN SUMMERS

Position of authorised officer:

PROPERTY + LEGAL OFFICER

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT 1912

Lengths are in metres

Sheet 1 of 6 Sheets.

PLAN DP0806667

PART 1

Subdivision of Lot 2 in Deposited
Plan 596366 and Lot 12 in
Deposited Plan 793973 Shire of
Great Lakes Parish of Forster
County of Gloucester Title
reference being Folio Identifier
2/596365 and Folio Identifier
12/793973 as per Council
certificate number 103.1490

Full name and address
of proprietor of land.

VILATEX PTY. LIMITED of 3/29
Horton Street, Port Macquarie.

1. Identity of Easement or
Restriction firstly referred
to in the abovementioned plan.

Easement to drain sewage 3 wide

LOTS BURDENED

LOTS NAME OF ROAD OR AUTHORITY
BENEFITTED

5, 6, 8, 9, 10, 11, 16, 17, 19
23 - 30 incl.

Shire of Great Lakes

2. Identity of Easement or
Restriction secondly referred
to in the abovementioned plan.

Easement to drain water 3 wide

LOTS BURDENED

LOTS NAME OF ROAD OR AUTHORITY
BENEFITTED

4, 5, 7, 8, 9, 10, 11
Shire of Great Lakes
9, 10, 11
Shire of Great Lakes
10, 11
11
24, 25, 26
25, 26
26

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT 1912

Lengths are in metres

Sheet 2 of 6 Sheets.

PLAN DP0806667

PART 1

Subdivision of Lot 2 in Deposited
Plan 596366 and Lot 12 in
Deposited Plan 793973 Shire of
Great Lakes Parish of Forster
County of Gloucester Title
reference being Folio Identifier
2/596365 and Folio Identifier
12/793973 as per Council
certificate number 103.1490

3. Identity of Easement or
Restriction thirdly referred
to in the abovementioned plan.

Easement to drain water variable
width

LOTS BURDENED

LOTS NAME OF ROAD OR AUTHORITY
BENEFITTED

19

Shire of Great Lakes

4. Identity of Easement or
Restriction fourthly referred
to in the abovementioned plan.

Right of Carriageway 3 wide

LOTS BURDENED

LOTS NAME OF ROAD OR AUTHORITY
BENEFITTED

5

6

5. Identity of Easement or
Restriction fifthly referred
to in the abovementioned plan.

Right of Carriageway 3 wide &
variable width

LOTS BURDENED

LOTS NAME OF ROAD OR AUTHORITY
BENEFITTED

15, 17, 31
15, 16, 31

REGISTERED 13-11-1990

Don
affidavit

REGISTERED 13-11-1990

Don
affidavit

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

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day. 14th November, 1990



[illegible]

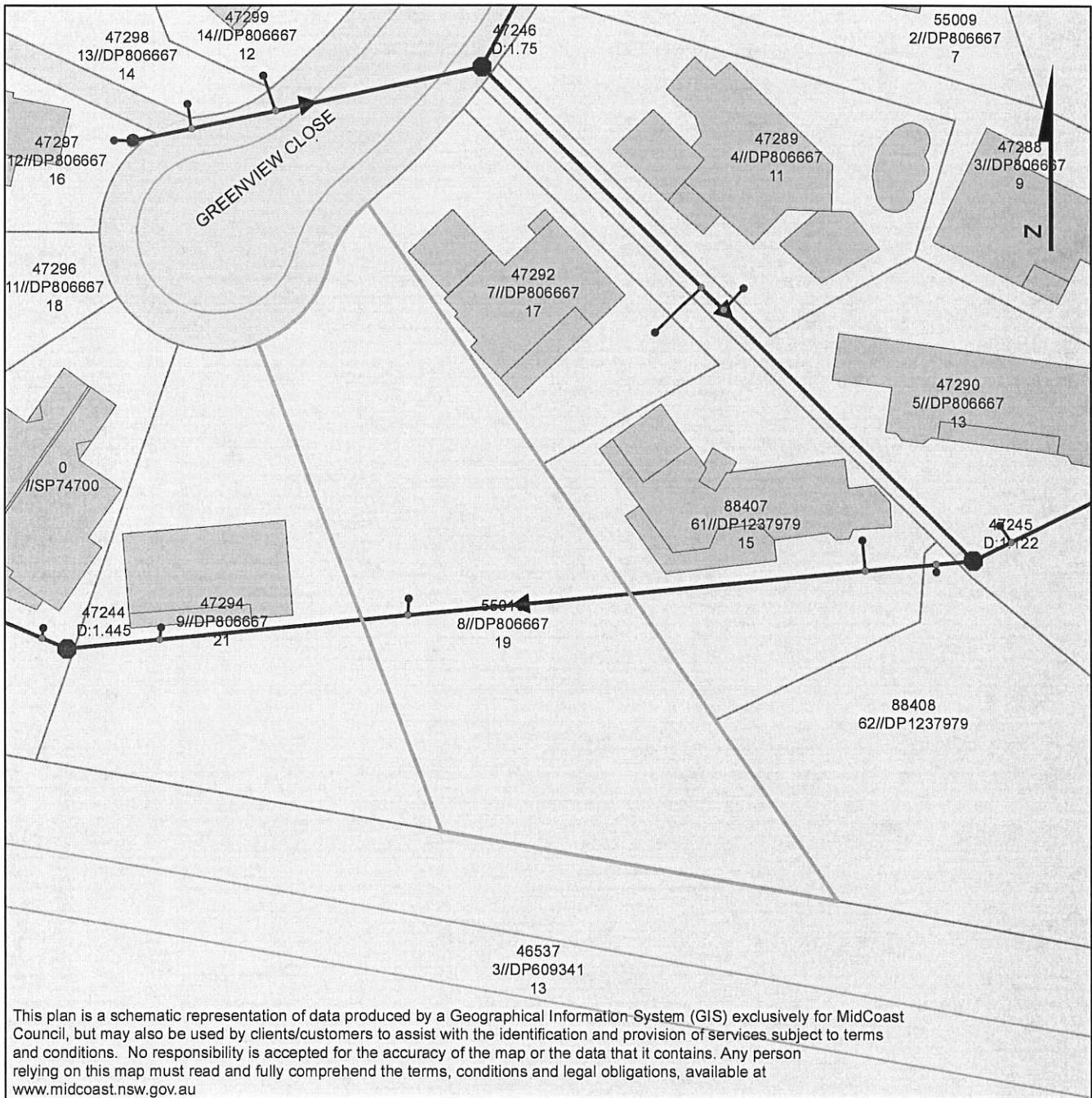


MIDCOAST
council

Sewer Drainage Diagram 55010

Lot 8 Section Plan DP806667

Address 19 Greenview CI FORSTER NSW 2428



Legend

- | | |
|----------------------|------------------|
| ● Manholes | Mains |
| • Service Connection | — Gravity Main |
| ● Endcap | — Flow Direction |
| • Fitting | |
| — Lateral Lines | |

0 3.75 7.5 15 22.5 30 Meters
1:600

Sewer Junction existing at 307817
36.6 metres
from D.S.M.H.
Depth of Junction approx. 1.8m
Depth of Riser approx. m

Your Ref: 19-008739
Our Ref.: ENG2019/0344

Infotrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Owner Details

Osama Awad

Property Details

Lot 8 DP 806667

Property Address

19 Greenview CI FORSTER NSW 2428

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 Council's 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 Council 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 Council 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 Council 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 Council. 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: 15/03/2019

Director Water Services

PLANNING CERTIFICATE

Section 10.7
Environmental Planning & Assessment Act 1979

Cert No.	1463 / 2019
-----------------	--------------------

Applicant

INFOTRACK PTY LTD
GPO Box 4029
SYDNEY NSW 2001

Receipt No. : 2076561
Date of Issue : 13 March 2019
Ref : 19-008739

Property Key : 20760

Property Description

19 Greenview Close, FORSTER NSW 2428
Lot 8 DP 806667

Owner (as recorded by Council):

Mr O Awad
57 Irvine St
BANKSTOWN NSW 2200

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	COASTAL MANAGEMENT 2018 (WHOLE OF LOT)
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	REMEDIATION 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 R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2 Permitted without consent

Home occupations.

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Building identification signs; Business identification signs; Camping grounds; Car parks; Caravan parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Helipads; Home-based child care; Home businesses; Hostels; Hotel or motel accommodation; Information and education facilities; Jetties; Manor houses; Medical centre; Moorings; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (indoor); Respite day care centres; Roads; Secondary dwellings; Seniors housing; Sewerage systems; Shop top housing; Water recreation structures; Water supply systems; Wharf or boating facilities.

4 Prohibited

Any 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:

- Acid Sulphate Soil Class 1 or 2 (Part Affected)

Rural Housing Code

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

- Acid Sulphate Soil Class 1 or 2 (Part Affected)

Greenfield Housing Code

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

Demolition Code

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

- Acid Sulphate Soil Class 1 or 2 (Part Affected)

Commercial and Industrial (Alterations) Code

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

- Acid Sulphate Soil Class 1 or 2 (Part Affected)

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:

- Acid Sulphate Soil Class 1 or 2 (Part Affected)

General Development Code

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

- Acid Sulphate Soil Class 1 or 2 (Part Affected)

Housing Alterations Code

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

- Acid Sulphate Soil Class 1 or 2 (Part Affected)

Subdivisions Code

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

- Acid Sulphate Soil Class 1 or 2 (Part Affected)

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

Yes - Adopted Council Policy(s)

LEP2014 - 2100 Flood Planning Area

Yes - the land is subject to clause 7.3 (Flood Planning) of Great Lakes Local Environment Plan 2014 and clause 4.2 (Flooding) of The Great Lakes Development Control Plan due to the likelihood of future and/or current flooding.

Details relating to flood risk and flood planning levels may be provided on a Flood Level Certificate. This can be obtained from Council's flood investigation engineer

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

The land is not bushfire prone land

12. Property vegetation plans

No property vegetation plans apply to the subject 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.